



Protective Covenants

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BELL CREEK
PROTECTIVE COVENANTS

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**BELL CREEK
PROTECTIVE COVENANTS**

THIS DECLARATION OF PROTECTIVE COVENANTS (the "Protective Covenants") is made this 1st day of July, 2002, by **THE HANOVER GROUP, L.L.C.**, a Virginia limited liability company (the "Declarant").

RECITALS:

Declarant is the owner of certain real property (the "Property") containing approximately 173.369 acres located in the County of Hanover, Virginia, as described on Exhibit A attached hereto and as shown on a plat dated June 26, 2002 and entitled "Bell Creek Covenant Plat", attached hereto as Exhibit B (the "Covenant Plat").

Declarant intends for the Property to be developed as a planned, high-quality commercial and residential community, which may include, among other things, retail shopping facilities, restaurants, a day care center, a hotel, offices, warehouse/distribution facilities, manufacturing and assembly, residential homes, and other facilities. Declarant further intends by these Protective Covenants to impose upon the Property mutually beneficial restrictions under a general plan of improvement for the benefit of all Owners, as hereinafter defined, of real property within the Property.

Declarant desires to provide a flexible and reasonable procedure for the overall development of the Property and to establish a method of administration, maintenance, preservation, use and enjoyment of the Property. Declarant further desires to delegate and assign to Bell Creek Property Owners' Association, a Virginia non-stock corporation (the "Association"), subject to the terms and conditions of these Protective Covenants, (i) certain powers and duties regarding the ownership, operation, administration, construction, maintenance and repair of certain portions of the Property, (ii) the enforcement of these Protective Covenants, (iii) the right to assess the Owners of real property within the Property, and (iv) the disbursement of assessments, as hereinafter provided.

DECLARATION

NOW, THEREFORE, DECLARANT declares that the Property, and such additions as may be made pursuant to Article IX, Section 9.2 of these Protective Covenants, shall be held, conveyed, transferred, sold, leased, mortgaged and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens and charges set forth in these Protective Covenants and any supplements and amendments hereto, all of which (i) are created in the best interests of the Property, (ii) shall run with title to the Property and each part thereof, (iii) shall be binding upon all parties having and/or acquiring any right, title, or interest in the Property or any

portion thereof, their heirs, successors, successors-in-title and assigns and (iv) shall inure to the benefit of each and every party, from time to time, owning or holding an interest in the Property, or any portion thereof, their heirs, successors, successors-in-title and assigns.

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. The terms listed below shall have the following meanings:

- (a) ARC. ARC shall mean the architectural review committee as described in Article V, Section 5.1 of these Protective Covenants.
- (b) AR Residential Association. AR Residential Association shall mean the Bell Creek Age Restricted Residential Condominium Owners' Association, its successors and assigns, created pursuant to Article III, Section 3.2(c). The members of the AR Residential Association shall be the AR Residential Owners.
- (c) AR Residential Common Area. AR Residential Common Area shall mean all real property owned by the AR Residential Association for the common use and enjoyment of the AR Residential Owners.
- (d) AR Residential Common Improvements. AR Residential Common Improvements shall mean all improvements constructed on the AR Residential Property or a Public Right of Way within the AR Residential Property which are owned by the AR Residential Association for the benefit of the AR Residential Owners.
- (e) AR Residential Owner. AR Residential Owner shall mean the record owner, whether 1 or more Persons, of fee simple title to any AR Residential Site, their successors and assigns, including the Declarant but excluding those holding title merely as security for the performance of an obligation. If an AR Residential Site is jointly owned by 2 or more Persons, such joint owners shall constitute a single AR Residential Owner for the purposes of these Protective Covenants; however, each such owner shall be jointly and severally liable hereunder as an AR Residential Owner. The term "AR Residential Owner" shall not include a SF Residential Owner.
- (f) AR Residential Property. AR Residential Property shall mean the real property located in the County of Hanover, Virginia comprised of the AR Residential Sites and the AR Common Area. The term "AR Residential Property" shall not include the SF Residential Property.
- (g) AR Residential Site. AR Residential Site shall mean (i) any 1 of the residential condominium units constructed on the AR Residential Property, the occupancy of

which is restricted to "housing for older persons", as defined in Section 36-96.7 of the Code and (ii) any other Site, the ARC or Declarant, if such classification occur during the Declarant Control Period may subsequently classify as an AR Residential Site pursuant to Article IX of these Protective Covenants, but excluding any Common Area, Common Improvements, AR Common Area, AR Common Improvements or Public Right of Way. The term "AR Residential Site" does not include a SF Residential Site.

(h) Articles. Articles shall mean the Articles of Incorporation of the Association, as the Articles may be amended from time to time. The original Articles are attached to these Protective Covenants as Exhibit C.

(i) Association. Association shall mean the Bell Creek Property Owners' Association, its successors, and assigns, created pursuant to Article III, Section 3.1 of these Protective Covenants. The Members of the Association shall be the Commercial Association, the SF Residential Association and the AR Residential Association.

(j) Base Assessments. Base Assessments shall mean assessments levied against all Sites in the Property to fund the expenses of the Association as provided in Article IV, Section 4.2(a).

(k) Board of Directors. Board of Directors shall mean the Board of Directors of the Association which shall initially be appointed by the Declarant during the Declarant Control Period and, upon the expiration of the Declarant Control Period, elected by the Members as provided in Article III, Section 3.4 of these Protective Covenants.

(l) Business Park Site. Business Park Site shall mean (i) each of those portions of the Property designated on the Covenant Plat as a Business Park Site and (ii) any other Site the ARC or Declarant, if such classification occurs during the Declarant Control Period, may subsequently classify as an Business Park Site pursuant to Article IX of these Protective Covenants, but excluding any Common Area, Common Improvements, Commercial Common Area, Commercial Improvements or Public Right of Way. Initially, there shall be 2 Business Park Sites containing approximately 129.83 acres.

(m) Bylaws. Bylaws shall mean the Bylaws of the Association, as the Bylaws may be amended from time to time. The original Bylaws are attached to these Protective Covenants as Exhibit D.

(n) Clerk's Office. Clerk's Office shall mean the Clerk's Office of the Circuit Court of the County of Hanover, Virginia.

(o) Code. Code shall mean the Code of Virginia as the same may be amended from time to time.

(p) Commercial Association. Commercial Association shall mean the Bell Creek Commercial Owners' Association, its successors and assigns, created pursuant to Article III, Section 3.2(a) of these Protective Covenants. The members of the Commercial Association shall be every Commercial Owner.

(q) Commercial Common Area. Commercial Common Area shall mean all real property owned by the Commercial Association for the common use and enjoyment of the Commercial Owners.

(r) Commercial Common Improvements. Commercial Common Improvements shall mean improvements constructed on the Commercial Property which are owned by the Commercial Association for the benefit of the Commercial Owners.

(s) Commercial Owner. Commercial Owner shall mean the record owner, whether 1 or more Persons, of fee simple title to any Commercial Site, their successors and assigns, including the Declarant but excluding those holding title merely as security for the performance of an obligation. If a Commercial Site is jointly owned by 2 or more Persons, such joint owners shall constitute a single Commercial Owner for the purposes of these Protective Covenants; however, each such owner shall be jointly and severally liable hereunder as a Commercial Owner.

(t) Commercial Property. Commercial Property shall mean the real property located in the County of Hanover, Virginia comprised of the Commercial Sites and the Commercial Common Area. Initially, the Commercial Property shall be comprised of approximately 149.653 acres.

(u) Commercial Site. Commercial Site shall mean (i) each Site on the Covenant Plat designated as a Retail Site or a Business Park Site and (ii) any other Site the ARC or Declarant, if such classification occurs during the Declarant Control Period, may subsequently classify as a Commercial Site pursuant to Article IX of these Protective Covenants.

(v) Common Area. Common Area shall mean all real property owned by the Association for the common use and enjoyment of the Owners, as provided in Article II of these Protective Covenants but shall specifically exclude Commercial Common Area, SF Residential Common Area and AR Residential Common Area.

(w) Common Improvements. Common Improvements shall mean improvements constructed on any portion of the Property or a Public Right of Way within the Commercial Property which are owned by the Association for the benefit of the Owners as provided in Article II of these Protective Covenants. Common Improvements shall specifically exclude (i) improvements constructed on a Site which are not owned by or conveyed to the Association, (ii) Commercial Common Improvements, (iii) SF Residential Common Improvements and (iv) AR Residential Common Improvements.

(x) Covenant Plat. Covenant Plat shall mean the plat dated June 26, 2002, and entitled "Bell Creek Covenant Plat", which is attached to these Protective Covenants as Exhibit B and any amendments thereto.

(y) Declarant. Declarant shall mean The Hanover Group, L.L.C., a Virginia limited liability company. The Declarant may designate a successor declarant or declarants to take and hold some or all of its respective rights, powers, privileges and obligations as Declarant as provided in Article X, Section 10.3 of these Protective Covenants. The Association and the Owners shall not enjoy any of the rights, powers, privileges or obligations of the Declarant unless and until specifically granted by these Protective Covenants or by written instrument executed by the Declarant as provided in Article X, Section 10.3 of these Protective Covenants.

(z) Declarant Control Period. Declarant Control Period shall mean the period commencing on the date these Protective Covenants are recorded in the Clerk's Office and ending on the earlier to occur of (i) the date that Declarant no longer owns/holds fee simple title to any portion of the Property or (ii) the date that the Declarant voluntarily terminates the Declarant Control Period.

(aa) Governmental Laws. Governmental Laws shall mean all federal, state and local laws, statutes, rules, regulations, ordinances, orders and directives.

(bb) Members. Members shall mean the members of the Association which shall be the Commercial Association, the SF Residential Association and the AR Residential Association.

(cc) Mortgagee. Mortgagee shall mean and refer to a beneficiary or holder of a mortgage, deed of trust, a deed to secure debt, or any other form of a security deed.

(dd) Other Association Documents. Other Association Documents shall mean the Articles, Bylaws, Rules and Regulations and any architectural, design or maintenance criteria or standards adopted by the ARC and/or the Board of Directors.

(ee) Owner. Owner shall mean the record owner, whether 1 or more Persons, of fee simple title to any Site, their successors and assigns, including the Declarant but excluding those holding title merely as security for the performance of an obligation. If a Site is jointly owned by 2 or more Persons, such joint owners shall constitute a single owner for the purposes of these Protective Covenants; however, each such owner shall be jointly and severally liable hereunder as an Owner.

(ff) Person. Person means a natural person, a corporation, a partnership, a limited liability company, a trustee, or any other legal entity.

(gg) Plans and Specifications. Plans and Specifications shall mean the written drawings and specifications describing any improvements to be constructed and/or installed on

any portion of the Property including, without limitation, site plans, schematic plan, architectural, engineering and mechanical plans, landscaping plans, signage plans, lighting plans, fencing plans, and design, color and height plans.

(hh) Property. Property shall mean (i) the real property containing approximately 173.369 acres located in County of Hanover, Virginia, as described on Exhibit A and as shown on the Covenant Plat and (ii) any additional real property subjected to these Protective Covenants pursuant to the provisions of Article IX, Section 9.2.

(ii) Protective Covenants. Protective Covenants shall mean these Bell Creek Protective Covenants as may be supplemented and amended from time to time.

(jj) Public Right of Way. Public Right of Way shall mean any real property dedicated to the appropriate governmental authority for use as a public road, public street, or public right of way.

(kk) Residential Site. Residential Site shall mean a SF Residential Site or an AR Residential Site.

(ll) Retail Site. Retail Site shall mean (i) each of these portions of the Property designated on the Covenant Plat as a Retail Site and (ii) any other Site the ARC or Declarant, if such classification occurs during the Declarant Control Period, may subsequently classify as a Retail Site pursuant to Article IX of these Protective Covenants, but excluding any Common Area, Common Improvements, Commercial Common Areas, Commercial Common Improvements or Public Right of Way. Initially, there shall be 4 Retail Sites containing approximately 19.823 acres.

(mm) Rules and Regulations. Rules and Regulations shall mean the Rules and Regulations of the Association adopted by the Board of Directors, as amended from time to time.

(nn) SF Residential Association. SF Residential Association shall mean the Bell Creek Single Family Residential Owners' Association, its successors and assigns, created pursuant to Article III, Section 3.2(b) of these Protective Covenants. The members of the SF Residential Association shall be every SF Residential Owner.

(oo) SF Residential Common Area. SF Residential Common Area shall mean all real property owned by the SF Residential Association for the common use and enjoyment of the SF Residential Owners. Initially, the SF Residential Common Area shall be comprised of approximately 0.622 acres.

(pp) SF Residential Common Improvements. SF Residential Common Improvements shall mean all improvements constructed on the SF Residential Property or within a Public Right of Way within the SF Residential Property which are owned by the SF Residential Association for the benefit of the SF Residential Owners.

(qq) SF Residential Owner. SF Residential Owner shall mean the record owner, whether 1 or more Persons, of fee simple title to any SF Residential Site, their successors and assigns, including the Declarant but excluding those holding title merely as security for the performance of an obligation. If a SF Residential Site is jointly owned by 2 or more Persons, such joint owners shall constitute a single SF Residential Owner for the purposes of these Protective Covenants; however, each such owner shall be jointly and severally liable hereunder as a SF Residential Owner. The term "SF Residential Owner" shall not include an AR Residential Owner.

(rr) SF Residential Property. SF Residential Property shall mean the real property located in the County of Hanover, Virginia comprised of the SF Residential Sites and the SF Residential Common Area. Initially, the SF Residential Property shall be comprised of approximately 23.716 acres. The term "SF Residential Property" shall not include the AR Residential Property.

(ss) SF Residential Site. SF Residential Site shall mean (i) any 1 of the lots on which a single family residence may be constructed and which is not restricted by age as shown on the Covenant Plat and (ii) any other Site the ARC or Declarant, if such classification occurs during the Declarant Control Period, may subsequently classify as a SF Residential Site pursuant to Article IX of these Protective Covenants, but excluding any Common Area, Common Improvements, SF Common Area, SF Common Improvements or Public Right of Way. Initially, there shall be 100 SF Residential Sites containing approximately 23.094 acres. The term "SF Residential Site" does not include an AR Residential Site.

(tt) Site. Site shall mean a portion of the Property designated as a separate Site on the Covenant Plat in accordance with the use established by the Declarant in conformance with the Zoning Ordinance, but excluding any Common Area, Common Improvements, Commercial Common Area, Commercial Common Improvements, SF Residential Common Area, SF Residential Common Improvements, AR Common Area, AR Common Improvements, or Public Right of Way. Initially, there shall be 106 separate Sites which are designated on the Covenant Plat as follows:

- i) the 100 SF Residential Sites;
- ii) the 4 Retail Sites; and
- iii) the 2 Business Park Sites.

If a Site is divided into 2 or more Sites, each divided portion of the original Site shall constitute a separate Site. The number of Sites and boundaries and use of a Site may change as provided in Article IX of these Protective Covenants.

(uu) Special Assessments. Special Assessments shall mean assessments levied in accordance with Article IV, Sections 4.2(b) and (c).

(vv) Zoning Ordinance. Zoning Ordinance shall mean (i) the ordinance adopted by the Board of Supervisors of Hanover County, Virginia as case number C-10-99 with respect to the Property and (ii) such other zoning, subdivision or land use ordinances to the extent applicable to any portion of the Property. Zoning Ordinance shall include, without limitation, any conditions proffered by the zoning applicant and made part of the Zoning Ordinance.

ARTICLE II

COMMON AREA AND COMMON IMPROVEMENTS

Section 2.1. Common Area. The Declarant, by conveyance, dedication, or other appropriate method, shall have the right to transfer title to all or any portion of the Property, or any interest therein, owned by the Declarant to the Association as a Common Area and any such transfer shall be effective upon recording the appropriate instrument of transfer in the Clerk's Office. Any Owner, other than the Declarant, may transfer title to all or any portion of a Site, or an interest therein, to the Association as a Common Area and the Commercial Association, the SF Residential Association, and the AR Residential Association may transfer title to all or any portion of the Commercial Common Area, SF Residential Common Area, or AR Residential Common Area, respectively, to the Association but the Association shall not be required to accept any such transfer and no such transfer shall be effective until the Board of Directors expressly accepts the transfer by directing the president of the Association to execute an instrument of transfer and such instrument of transfer is recorded in the Clerk's Office. Common Area does not include any portion of a Site, any Common Improvements, any Commercial Common Area, SF Residential Common Area, AR Residential Common Area, Commercial Common Improvements, SF Residential Common Improvements, AR Residential Common Improvements or Public Right of Way unless expressly conveyed to the Association as a Common Area. Nothing in these Protective Covenants shall be construed as imposing any obligation upon the Declarant to convey any portion of the Property to the Association as a Common Area or construct any Common Improvements on the Common Area.

Section 2.2. Use of Common Area. Unless provided otherwise in these Protective Covenants, all Common Area shall be owned by the Association for the benefit of the Owners and their respective tenants, employees, agents, guests, licensees, and invitees, for all purposes for which the Common Area is reasonably intended, subject to the terms of these Protective Covenants, the Other Association Documents and all applicable Governmental Laws.

Section 2.3. Common Improvements. The Declarant may designate all or a portion of the improvements constructed on the Property by the Declarant as "Common Improvements" and transfer title to such Common Improvements to the Association for the benefit of the Owners.

No such transfer shall be effective until the appropriate instrument of transfer is delivered to the Association. The Association also may designate all or a portion of the improvements constructed by the Association on the Common Area or on any Public Right of Way as Common Improvements for the benefit of the Owners, however no such designation shall be effective until the Board of Directors directs the president of the Association to execute an instrument designating such improvements as Common Improvements. An Owner may designate as Common Improvements all or a portion of the improvements constructed on a Site by the Owner and the Commercial Association, SF Residential Association, and the AR Residential Association may designate, as Common Improvements, all or a portion of the Commercial Common Improvements, SF Residential Common Improvements and AR Residential Common Improvements, respectively, and transfer title to such Common Improvements to the Association for the benefit of the Owners; however, the Association shall not be required to accept any such transfer and no such transfer shall be effective until the Board of Directors expressly accepts the transfer by directing the president of the Association to execute the instrument of transfer. Nothing in these Protective Covenants shall be construed as imposing any obligation on the Declarant or Association to construct any Common Improvements.

Section 2.4. Specific Common Improvements. Upon the recordation in the Clerk's Office of these Protective Covenants, the Declarant hereby conveys the following to the Association as Common Improvements:

(a) all fountains, fences, signs, light fixtures and poles, and sidewalks constructed by the Declarant (i) on any Common Area, (ii) on any Commercial Site for the benefit of all Owners, or (iii) within any Public Right of Way adjacent to a Commercial Site; and

(b) all landscaping and irrigation facilities installed and/or constructed by the Declarant (i) on any Common Area, (ii) on any Site within a buffer adjacent to a Public Right of Way required by the Zoning Ordinance for the benefit of all Owners, and (iii) within any Public Right of Way adjacent to a Commercial Site.

Section 2.5. Use of Common Improvements. Unless provided otherwise in these Protective Covenants, all Common Improvements shall be owned by the Association for the benefit of the Owners, and their respective tenants, employees, agents, guests, licensees, and invitees, for all purposes for which the Common Improvements are reasonably intended, subject to the terms of these Protective Covenants, the Other Association Documents and all applicable Governmental Laws.

Section 2.6. Common Areas and Common Improvements of Other Associations. Except for certain easement rights provided in Article VIII, the Association has no interest in, or right to use, the Commercial Common Area or Commercial Common Improvements owned by the Commercial Association, the SF Residential Common Area or SF Residential Common Improvements owned by the SF Residential Association or the AR Common Area or AR Common Improvements owned by the AR Residential Association. Except for certain easement rights granted to the Association and other Persons provided in Article VIII, the Commercial

Common Area and Commercial Common Improvements may be used only by a Commercial Owner in accordance with the governing documents of the Commercial Association; the SF Residential Common Area and SF Residential Common Improvements may be used only by a SF Residential Owner in accordance with the governing documents of the SF Residential Association; and the AR Residential Common Area and AR Common Improvements may be used only by an AR Residential Owner in accordance with the governing documents of the AR Residential Association.

Section 2.7. Easements Affecting Common Area and Common Improvements. Easements affecting the Common Area and Common Improvements are provided for in Article VIII of these Protective Covenants.

Section 2.8. Repair, Replacement and Maintenance of the Common Area and Common Improvements. The repair, replacement, and maintenance of the Common Area and Common Improvements are provided for in Article VII of these Protective Covenants.

Section 2.9. No Public Rights. The creation of the Common Area and Common Improvements shall not be deemed or construed to be a dedication of such areas for the general public welfare or use.

Section 2.10 Delegation of Use. Subject to the provisions of Article VIII, Section 8.1, any Owner may delegate his or her right of use and enjoyment of the Common Area and Common Improvements to the members of his or her family, lessees and social invitees, as applicable, subject to reasonable regulation by the Board of Directors and in accordance with procedures it may adopt. An Owner who leases his Site shall be deemed to have delegated all of such rights to the lessee of the Site unless the Owner notifies the Board of Directors in writing that the Owner has retained all or a portion of such rights. If an Owner desires to lease his Site, the lease agreement shall contain specific conditions which require the lessee to abide by these Protective Covenants and the Other Association Documents, and any Owner desiring to lease a Site further covenants that the lessee will be provided a complete set of these Protective Covenants and the Other Association Documents.

ARTICLE III

ASSOCIATION

Section 3.1. Association. The Declarant has caused the Association to be incorporated as a non-stock corporation under the laws of the Commonwealth of Virginia. The Association will be governed by the Board of Directors pursuant to these Protective Covenants and Other Association Documents. The primary purpose of the Association shall be to own, maintain, repair and replace the Common Area and Common Improvements and to enforce and administer the provisions of these Protective Covenants. The Association shall also be responsible for administering and enforcing the architectural standards and controls set forth in Article V of these Protective Covenants. The Association shall perform its functions in accordance with these

Protective Covenants, the Other Association Documents and Virginia law.

Section 3.2. Members. The Members of the Association shall be the Commercial Association, the SF Residential Association and the AR Residential Association.

(a) Commercial Association. The Declarant has caused the Commercial Association to be incorporated as a non-stock corporation under the laws of the Commonwealth of Virginia. The Commercial Association shall be governed by a board of directors pursuant to its articles of incorporation and bylaws. Every Commercial Owner shall be a member of the Commercial Association, and membership in the Commercial Association shall be appurtenant to and may not be separated from record title to any Commercial Site.

(b) SF Residential Association. The Declarant has caused the SF Residential Association to be incorporated as a non-stock corporation under the laws of the Commonwealth of Virginia. The SF Residential Association shall be governed by a board of directors pursuant to its articles of incorporation and bylaws. Every SF Residential Owner shall be a member of the SF Residential Association, and membership in the SF Residential Association shall be appurtenant to and may not be separated from record title to any SF Residential Site.

(c) AR Residential Association. The Declarant has caused the AR Residential Association to be incorporated as a non-stock corporation under the laws of the Commonwealth of Virginia. The AR Residential Association shall be governed by a board of directors pursuant to its articles of incorporation and bylaws. Every AR Residential Owner shall be a member of the AR Residential Association, and membership in the AR Residential Association shall be appurtenant to and may not be separated from record title to any AR Residential Site.

Section 3.3. Voting Rights. The Members of the Association shall have the following voting rights:

(a) Commercial Association. The Commercial Association shall be entitled to 7 votes for each acre (or fraction thereof which is 50% or more) comprising, in the aggregate, all of the Commercial Sites subject to these Protective Covenants.

(b) SF Residential Association. The SF Residential Association shall be entitled to 1 vote for each SF Residential Site subject to these Protective Covenants.

(c) AR Residential Association. The AR Residential Association shall be entitled to 1 vote for each AR Residential Site subject to those Protective Covenants.

Section 3.4. Board of Directors. The Board of Directors shall consist of 5 directors. Notwithstanding the voting rights set forth in Section 3.3 of this Article, during the Declarant Control Period, the Declarant shall be entitled to elect all of the directors, and upon the expiration of the Declarant Control Period, the Commercial Association shall be entitled to elect 3 of the directors of the Board of Directors, the SF Residential Association shall be entitled to elect 1 of

the directors of the Board of Directors and the AR Residential Association shall be entitled to elect 1 of the directors of the Board of Directors. Any vacancy in the Board of Directors created by the death, resignation or removal of a director shall be filled by a person appointed by the Declarant if such vacancy occurs during the Declarant Control Period or by the president of the Member which elected the vacating director if the vacancy occurs after the Declarant Control Period.

Section 3.5. Representatives to Attend Association Meetings.

(a) Commercial Association Representative. The president of the Commercial Association shall represent the Commercial Association and cast its votes at meetings of the Association.

(b) SF Residential Association Representative. The president of the SF Residential Association shall represent the SF Residential Association and cast its votes at meetings of the Association.

(c) AR Residential Association Representative. The president of the AR Residential Association shall represent the AR Residential Association and cast its votes at meetings of the Association.

Section 3.6. Association Maintenance. The Association shall maintain, repair and replace the Common Area and Common Improvements in accordance with Article VII of these Protective Covenants. The Association may maintain portions of a Site as provided in Article VII of these Protective Covenants.

Section 3.7. Association Funding. The funds necessary for the operation of the Association shall be derived by assessments as provided in Article IV of these Protective Covenants.

Section 3.8. Personal Property and Real Property for Common Use. The Association, through action of its Board of Directors, may acquire, hold and dispose of tangible and intangible personal property and real property. The Board of Directors, acting on behalf of the Association, shall accept any real or personal property, leasehold, or other property interests within the Property conveyed to it by the Declarant.

Section 3.9. Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable Rules and Regulations governing the use of the Property, which Rules and Regulations shall be consistent with the rights and duties established by these Protective Covenants.

(a) Repeal/Amendment of Rules and Regulations. Any Rule or Regulation may be repealed or amended by a majority of votes cast, in person or by proxy, by the Members at a meeting of the Association convened in accordance with the Association's Bylaws.

Section 3.10. Implied Rights. The Association may exercise any right or privilege given to it expressly by these Protective Covenants and the Other Association Documents, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege and/or the proper administration of the Association.

Section 3.11. Enforcement Rights. The Declarant and Association shall have the right to enforce these Protective Covenants and the Other Association Documents as prescribed herein. Further, the Declarant, the Association, and any Owner shall have the right to enforce, by any proceeding at law or in equity, these Protective Covenants and the Other Association Documents. Failure by the Declarant or the Association to enforce any covenant or restriction herein contained shall not be construed or deemed a waiver of the right to do so thereafter. Notwithstanding anything to the contrary herein contained, the Declarant or Association may elect to enforce any provision of these Protective Covenants or Other Association Documents by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance. In any such action, to the maximum extent permissible, the non-prevailing party or parties shall pay all costs, including reasonable attorneys' fees actually incurred by the prevailing party or parties. Any enforcement of these Protective Covenants and the Other Association Documents shall be in compliance with Virginia law.

ARTICLE IV

ASSESSMENTS

Section 4.1 Creation of Assessments. There are hereby created assessments for Association expenses as may from time to time specifically be authorized by the Board of Directors, to be commenced at the time and in the manner set forth in Section 4.4 of this Article.

Except for the Declarant, each Owner of a Site, by acceptance of a deed or recorded contract of sale for any portion of the Property, is deemed to covenant and agree to pay these assessments. In no event shall the Declarant, a successor declarant, or any assignee of all or any of the Declarant's rights hereunder be required to pay any assessments described herein.

Section 4.2 Types of Assessments. Subject to the terms of the Protective Covenants, the Association may make the following types of assessments against the Owners:

(a) Base Assessments. The Association may levy Base Assessments against all Owners to fund the expenses of the Association.

i. Computation of Base Assessments. It shall be the duty of the Board of Directors, at least 60 days before the beginning of each fiscal year, to prepare a budget covering the estimated expenses of the Association during the coming year. The budget may include a capital contribution establishing a reserve fund in accordance with a budget separately prepared, as provided in Section 4.6 of this Article. The Base Assessments to be levied against

each Owner for the coming fiscal year shall be set at a level which is reasonably expected to produce total income to the Association equal to the total budgeted expenses of the Association, including reserves. The Base Assessments may be increased annually at the discretion of the Board of Directors. The Board of Directors shall cause a copy of the budget and notice of the amount of each Owner's Base Assessments for the following year to be delivered to each Owner prior to the beginning of the fiscal year. Such budget and the Base Assessments shall become effective unless disapproved at a meeting of the Association by the Members representing at least a majority of the votes of the Association. There shall be no obligation to call a meeting for the purpose of considering the budget except upon the petition of the membership for a special meeting in accordance with the Association's Bylaws, which petition must be presented to the Board of Directors within 10 days of delivery of the notice of Base Assessments. Notwithstanding the foregoing, in the event the Board of Directors fails for any reason to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year.

(b) Special Assessments Against all Owners. In addition to the Base Assessments, the Association, if found by the Board of Directors to be in the best interests of the Association, may levy against all Owners Special Assessments for capital and non-capital expenditures, operating expenditures, administrative and management expenditures, and construction, reconstruction, repair and replacement expenditures for any Common Area and Common Improvements, and reserves.

i. Rescission or Reduction of Special Assessments Against All Owners. Any Special Assessments against all Owners may be rescinded or reduced by a majority of votes cast, in person or by proxy, by the Members at a meeting of the Association convened in accordance with the Association's Bylaws within 60 days of promulgation of the notice of the Special Assessments against all Owners.

(c) Special Assessments Against A Particular Owner. The Association, if found by the Board of Directors to be in the best interests of the Association, may levy against a particular Owner, individually, and against such Owner's Site a Special Assessment, including fines and penalties, for violating any of the terms of these Protective Covenants or the Other Association Documents. A Special Assessment may be levied against an Owner upon the vote of the Board of Directors after notice to the Owner and an opportunity to be heard in accordance with Section 55-513 of the Code. The fines and penalties which may be assessed against a violating Owner shall be limited to the maximum amount permitted under Virginia law.

Section 4.3. Rate of Assessments. An Owner's Base Assessments and any Special Assessments made pursuant to Article IV, Section 4.2(b) of these Protective Covenants shall be determined by multiplying the total amount of the assessment to be imposed against all Owners by a fraction, the numerator of which shall be the "assessment units" applicable to such Owner's Site and the denominator of which shall be the aggregate number of all assessment units applicable to all Sites within the Property for which assessments are required to be paid. The

assessment units per Site shall be as follows:

- (a) Each Commercial Site shall have an assessment unit equal to 7 multiplied by each acre (or fraction thereof which is 50% or more) comprising such Commercial Site.
- (b) Each SF Residential Site shall have an assessment unit of 1.
- (c) Each AR Residential Site shall have an assessment unit equal to 1.

Section 4.4. Date of Commencement of Assessments; Due Dates. The assessments provided for herein shall commence on the dates established by the Board of Directors. The first annual Base Assessments shall be adjusted pro rata according to the number of days remaining in the calendar or fiscal year adopted by the Board of Directors. The methods of collection and due dates for payment of Base Assessments and Special Assessments shall be established by the Board of Directors.

Section 4.5 Exempt Property. Notwithstanding anything to the contrary herein, the following real property shall be exempt from payment of Base Assessments and Special Assessments:

- (a) all Common Area, Commercial Common Area, SF Residential Common Area and AR Residential Common Area;
- (b) all property dedicated to and accepted by any governmental authority or public utility, including without limitation, public schools, Public Rights of Way, and public parks, if any;
- (c) each undeveloped Site but such exemption shall be only for a period of 1 year from the date of recordation in the Clerk's Office of the deed conveying the Site from the Declarant to the Owner. A Site shall be deemed "undeveloped" if the construction of building improvements on the Site has not commenced; and
- (d) all Property owned by the Declarant or any successor or assign of all or any portion of the Declarant's rights hereunder.

Section 4.6 Reserve Budget and Capital Contribution. The Board of Directors may, but need not, annually prepare and develop a reserve budget to take into account the number and nature of replacement assets of the Association, the expected life of each asset of the Association, and the expected repair or replacement of each asset of the Association. The Board of Directors may require a capital contribution in an amount sufficient to meet the projected needs of the Association, as shown on the reserve budget. The capital contribution required, if any, shall be fixed by the Board of Directors and distributed with the applicable budget and notice of assessments, as provided in Section 4.2 of this Article.

Section 4.7. Taxes; Insurance. The Association shall pay any real and personal property taxes and other charges assessed against the Common Area and Common Improvements. The real and personal property taxes and other charges assessed against a Site shall be paid by the Owner of the Site. The real and personal property taxes and other changes assessed against the Commercial Common Area and Commercial Improvements shall be paid by the Commercial Association. The real and personal property taxes and other charges assessed against the SF Residential Common Area and SF Residential Common Improvements shall be paid by the Commercial Association. The real and personal property taxes and other charges assessed against the AR Residential Common Area and AR Residential Common Improvements shall be paid by the AR Residential Association. The Board of Directors shall have the right to obtain the insurance provided in the Bylaws and the cost thereof shall be paid by the Association.

Section 4.8 Assessments: Lien and Personal Obligation. All assessments, together with interest at a rate equal to the greater of 12% per annum, or the legal rate of interest as defined in Section 6.1-330.53 of the Code, as computed from the date the delinquency first occurs, late charges, costs, costs of collection and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Site of the Owner against which each assessment is made until paid. Each such assessment, together with interest, late charges, costs, costs of collection and reasonable attorneys' fees, also shall be the personal obligation of the Owner of such Site at the time the assessment arose, and, in the event of a transfer of title but subject to the provisions of Sections 55-512.D. and E. of the Code, the Owner's grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance.

Section 4.9 Non-Payment and Remedies. The Board of Directors shall take such prompt action as may be necessary to collect any assessment or any installment thereof due from any Owner which remains unpaid beyond the due date. The Board of Directors shall have the authority to establish the date on which any payment is late and deemed to be in default. Upon a default by an Owner in the payment of any assessment, the delinquent Owner, in addition to all other charges including interest, costs and reasonable attorneys' fees, also shall be liable for a late charge in an amount to be established by the Board of Directors. If payment of the total assessments, or of any installment thereof, including special assessments, is not made on or before the date of default, the entire balance of assessments due on such Owner's account for the Site for the remainder of the fiscal year shall be accelerated and due in full. Upon default in the payment of any assessment, the Board of Directors may in its discretion, turn the account over to legal counsel.

(a) Legal Action. If turned over to legal counsel, all costs and reasonable attorneys' fees actually incurred by the Association from the inception of legal counsel's involvement with the account through resolution, if any, regardless of whether litigation has been initiated to enforce payment of the delinquent assessments, shall be added to the delinquent account. If payment in full of the amounts then due is not received by legal counsel or the Association within 10 days after the notice of legal action has been sent, a memorandum of lien may be filed against Owner's Site and may include: any and all interest, applicable late charges, costs, costs of collection, reasonable attorneys' fees actually incurred and accelerated assessment

amounts through the end of the fiscal year. Non-receipt or lack of notice claimed by the delinquent Owner shall not prevent the Association from filing a lien within the statutory deadline. Upon default of the payment of an assessment, the Association may, in its discretion, file a civil suit against the delinquent Owner, and the Association may initiate any available foreclosure remedy to enforce payment of the debt. If any account remains delinquent after the filing of a lien or civil suit, legal counsel for the Association shall take other appropriate legal action to collect the amounts due unless directed otherwise by the Board of Directors. The Association shall not be restricted by any election of remedies and may simultaneously proceed with legal action against a delinquent Owner's Site, including foreclosure, and the delinquent Owner personally, as well as initiate any restrictions against an Owner as may be authorized by the Board of Directors in accordance with these Protective Covenants or Other Association Documents.

(b) Allocation of Payments. Any payment that is received by legal counsel or the Association and which does not pay the Owner's account balance with the Association in full, shall be credited first to the oldest debt in each category described below until each category is paid in full, in the following order:

i. Charges for the actual costs and attorneys' fees incurred by the Association subsequent to the delinquent account being turned over to legal counsel for the prosecution of an action to enforce payment of the debt, regardless of the results of litigation or whether litigation has been initiated against the delinquent Owner;

ii. Charges for the actual costs incurred by the Association prior to turning the delinquent account over to legal counsel to enforce the payment of the debt;

iii. all returned check charges;

iv. all late fees;

v. interest;

vi. unpaid installments of the Base Assessments or Special Assessments which are not the subject matter of suit in the order of their coming due; and

vii. unpaid installments of the Base Assessments or Special Assessments which are the subject matter of suit in the order of their coming due.

(c) Waiver of Assessments. In the event of a delinquency by an Owner, the Board of Directors may reject any offer of partial payment and demand payment in full of all amounts owed to the Association. Any waiver by the Board of Directors granted specifically to any Owner of any assessments, fees or costs shall be, on a case by case basis, if at all, and in no way shall any waiver constitute a waiver of the Board of Director's authority to enforce payment of all amounts owed in accordance with in these Protective Covenants or any Other Association

Documents.

(d) Obligation of Owner. The Association shall be entitled to collect all fees and costs of collection, including reasonable attorneys' fees, and every Owner, other than the Declarant, by accepting a deed to any portion of the Property whether so expressed in the deed or not, covenants and agrees to pay the same. The obligation to pay assessments is a separate and independent covenant on the part of each Owner, and no Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, Common Improvements or abandonment of such Owner's Site.

Section 4.10 Perfected Lien for Assessment. Upon recording of a notice of lien on any Site, there shall exist a perfected lien for unpaid assessments, interest, late charges, costs, costs of collection and reasonable attorneys' fees prior and superior to all other liens, except as provided in Section 55-516 of the Code. Prior to recording a memorandum of lien, a written notice shall be sent to the Owner by certified mail, at the Owner's last known address, informing the Owner that a memorandum of lien will be recorded in the Clerk's Office. This notice shall be sent at least 10 days before the actual filing date of the memorandum of lien. Such lien may be enforced by suit, judgment, and/or judicial or nonjudicial foreclosure in accordance with Virginia law, as amended. The Association, acting on behalf of the Owners, shall have the power to bid for the Site at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which a Site is owned by the Association following foreclosure: (i) no right to vote shall be exercised on its behalf; (ii) no assessment shall be levied on it; and (iii) each other Site shall be charged, in addition to its usual assessment, its pro rata share of the assessment that would have been charged such Site had it not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid Base Assessments, Special Assessments, interest, late charges, costs, costs of collection and reasonable attorneys' fees shall be without foreclosing or waiving the lien securing the same.

ARTICLE V

ARCHITECTURAL REVIEW

Section 5.1. ARC. An ARC, consisting of 3 individuals, shall be appointed by, and be subject to the authority of, the Board of Directors. The ARC shall act on behalf of the Board of Directors and shall be responsible for exercising control over all buildings, structures, and improvements to be constructed, made and/or placed upon any portion of the Property in order to insure the development and maintenance of the Property as a commercial and residential community of high standards and aesthetic beauty. During the Declarant Control Period, the members of the ARC shall be appointed by the Declarant and, upon the expiration of the Declarant Control Period, the ARC members shall be appointed by the Board of Directors. Any vacancy in the ARC created by the death, resignation, or removal of any member shall be filled by an individual appointed by the Declarant, if such vacancy occurs during the Declarant Control Period, or by the Board of Directors, if such vacancy occurs after the Declarant Control Period.

The ARC members shall serve for such term or terms as determined by the Board of Directors or the Declarant during the Declarant Control Period.

Section 5.2. Architectural Control; Design and Maintenance Criteria. The ARC shall have the right to control architectural and maintenance aspects of any improvements constructed and/or placed on the Property including design, height, architectural style, site layout, color schemes, landscaping, fencing, lighting, easement locations which affect the balance of the Property, and signage. In furtherance of its authority, the ARC shall have the right, but not the obligation, to promulgate specific architectural, design and maintenance criteria and standards. All architectural, design and maintenance criteria and standards established by the ARC shall be approved by Board of Directors, and copies shall be made available to the Owners at a reasonable cost at the principal office of the Association.

Section 5.3. Submittal of Plans and Specifications. Each Owner, by holding or accepting title to any Site, the Association, by holding or accepting title to any Common Area or Common Improvements, the Commercial Association, by holding or accepting title to any Commercial Common Area or Commercial Common Improvements, the SF Residential Association, by holding or accepting title to any SF Residential Common Area or SF Residential Common Improvements, and the AR Residential Association, by holding or accepting title to any AR Residential Common Area or AR Residential Common Improvements covenant and agree that no building, fence, wall, hedge, sidewalk, sign, light fixtures, landscaping, fire lane, or other structure or improvements, or any water, sewer, irrigation, drainage, or other utility lines, improvements or facilities affecting the remainder of the Property, shall be placed, constructed, or made upon any portion of the Property until Plans and Specifications therefor have been submitted to the ARC and the written approval of the ARC has been obtained as provided below. The Plans and Specifications submitted shall comply with any architectural, design, and maintenance criteria and standards promulgated pursuant to these Protective Covenants, shall fully describe in detail the improvements to be made including, but not limited to, the location and height of all improvements and all materials, equipment, and colors to be used regarding the same. If the ARC deems such Plans and Specifications insufficient, the ARC may require the submission of additional and/or more detailed Plans and Specifications.

Section 5.4. Approval of Plans and Specifications. The ARC shall have the right to approve or disapprove, prior to submission to the governing authority, the Plans and Specifications, on any reasonable basis including but not limited to failure of the Plans and Specifications to comply with specific architectural, design and maintenance criteria and standards promulgated by the ARC. Notwithstanding the foregoing, the ARC shall have discretion to approve or disapprove any Plans and Specifications on the grounds of exterior aesthetics. The ARC shall approve or disapprove any Plans or Specifications by written notice to the Owner, the Association, the Commercial Association, the SF Residential Association or the AR Residential Association submitting such Plans and Specifications within 60 days after such have been received by the Association for approval. If the ARC fails to approve or disapprove any Plans and Specifications within such 60 day period, the Plans and Specifications shall be deemed to have been approved, and, upon written request, the ARC shall give written notice of

such approval. Any approval of Plans and Specifications which is conditioned upon changes being made or additional information being submitted shall be deemed a disapproval until such time as the Owner, the Association, the Commercial Association, the SF Residential Association, or the AR Residential Association, as applicable, agrees to the changes, revises the Plans and Specifications to reflect the changes requested, and/or provides the additional information requested. If the ARC approves or is deemed to have approved any Plans and Specifications, the Owner, Association, the Commercial Association, the SF Residential Association, or the AR Residential Association, as applicable, shall proceed to construct the improvements or make the repairs in strict conformance with the Plans and Specifications approved or deemed approved by the ARC.

Section 5.5. Remedy for Violation. If this Article is violated because any building, structure or other improvement is made without obtaining the approval of the ARC or the conditions of the approval of the ARC are not strictly followed, the Association, acting through its Board of Directors, shall specifically have the right to (i) impose special assessments, including fines and penalties, as prescribed in Article IV, Section 4.2(c) of these Protective Covenants, (ii) require the Owner, the Association, the Commercial Association, the SF Residential Association or the AR Residential Association to stop, remove, maintain and/or alter any such construction, improvement, or alteration in a manner which is satisfactory to the ARC, (iii) pursue any other remedy available at law or in equity or granted pursuant to the terms of these Protective Covenants, and/or (iv) seek injunctive relief.

Section 5.6. No Liability. The ARC shall not be liable to any Owner, the Association, the Commercial Association, the SF Residential Association, or the AR Residential Association or any other Person because of the exercise or non-exercise of such control or the approval or disapproval of any Plans and Specifications. The approval or failure to disapprove any Plans and Specifications submitted for approval shall not be deemed to be a warranty or acquiescence that such Plans and Specifications are complete, do not contain defects, meet any standards of the ARC, are architecturally or aesthetically appropriate, or comply with any applicable Governmental Laws. The ARC, the Association, and Board of Directors shall not be liable for any liability or injury resulting from any deficiency in such Plans and Specifications.

Section 5.7. Architectural Review Fees. The ARC shall have the authority to consult with and engage professional Persons including, without limitation, architects, surveyors and land planners, to assist the ARC in resolving specific issues relating to the Plans and Specifications. The fees of such professional Persons and an administrative fee of the ARC will be charged to and must be paid by any Owner, the Association, the Commercial Association, the SF Residential Association, or the AR Residential Association submitting such Plans and Specifications for review regardless of the approval or disapproval thereof by the ARC. Payment of such fees shall be a condition of approval.

Section 5.8. ARC Subcommittees. The ARC may appoint subcommittees to carry out some or all of the responsibilities granted to the ARC pursuant to these Protective Covenants. Any action taken by a subcommittee of the ARC shall have the same force and effect as an action

taken directly by the ARC. A subcommittee of the ARC shall act for such period, have such authority, and perform such duties as the ARC may, from time to time, determine.

Section 5.9. Waiver of Compliance. The ARC may authorize noncompliance with any of its guidelines and proceedings; however, any such waiver of compliance must be in writing to be valid.

ARTICLE VI

RESTRICTIONS

Section 6.1. General Restrictions. The following restrictions shall apply to the Property or portions thereof as hereinafter provided:

(a) Compliance with Governmental Laws. All buildings and other improvements, including but not limited to sidewalks, roads, parking areas, landscaping, lighting, and signage, constructed upon any portion of the Property shall be built, operated, used, and maintained by the owner thereof in accordance with all applicable Governmental Laws, and, if any applicable Governmental Law conflicts with these Protective Covenants, the more restrictive requirements shall control. The foregoing shall not prohibit the Declarant, the Association, the Board of Directors, or the ARC from imposing more stringent or restrictive requirements than those required by any applicable Governmental Law.

(b) Utilities. All electrical, telephone, cable television, water, gas, sewer, and other utility services serving any portion of the Property shall be installed and maintained underground.

X (c) Nuisance. No nuisance shall be allowed upon any portion of the Property, and nothing shall be done or permitted within the Property, which is the source of an unreasonable annoyance to, or which would unreasonably interfere with, the proper use and peaceful possession and enjoyment of the Property by the Persons entitled to use it. No operation or use of any portion of the Property shall be permitted that causes or produces any of the following effects discernible outside of any building or adversely affecting any Site or Owner thereof:

i. Noise or sound that is objectionable because of its volume, duration, intermittent beat, frequency or shrillness including, without limitation, dog barking, but excluding alarm devices used exclusively for security purposes;

ii. Smoke other than that from fireplace chimneys burning wood;

iii. Noxious, toxic, or corrosive fumes or gases;

- iv. Obnoxious odors;
- v. Dust, dirt, or fly ash;
- vi. Unusual fire or explosive hazards;
- vii. Vibration; or
- viii. Any other activity which creates a nuisance or is not harmonious with the intent of these Protective Covenants.

The foregoing shall not apply during the construction of any improvements on any portion of the Property.

(d) Unlawful Use. No unlawful use shall be made of any portion of the Property.

(e) Temporary or Accessory Structures. No portable, temporary, or accessory buildings or other structures or improvements of a temporary nature, including without limitation trailers or shacks, shall be constructed or located upon any portion of the Property without the prior written consent of the ARC.

(f) Air Conditioning Units. No window, wall, or portable air conditioning units are permitted on the Property without the prior written approval of the ARC.

(g) Motor Vehicles. (All automobiles, trucks, and other vehicles shall be parked in parking areas intended for such purposes) and, with respect to any Business Park Site, all trucks licensed as commercial vehicles shall be parked, to the extent possible, to the rear of the building improvements on a Business Park Site; provided, however, that the foregoing shall not prohibit the temporary parking of vehicles in other areas while making deliveries to or from any Site or while constructing the improvements on the Property. No automobile, truck, or other vehicle shall be parked upon any Commercial Site which is not capable of operating under its own power. Notwithstanding the preceding sentence, if any Commercial Site is developed as a gas station or vehicle repair business, portions of such Commercial Site may be used for the parking of vehicles incapable of operating under their own power, provided that the portions of such Commercial Site so utilized are screened from view from all Public Rights of Way. Any delivery trucks or vehicles used in connection with the business operated on any Commercial Site shall, to the extent practicable and when not in use, be parked to the rear of the building improvements on the Commercial Site (the intent being that no vehicles shall be used as an advertising medium or shall detract from the ambiance of the Property). Notwithstanding the foregoing, no trucks or other vehicles containing free standing signs may be parked on any Commercial Site at any time. Any vehicles that become inoperable while on the Property must be removed within 72 hours thereof. Any vehicle in violation of this Section may be towed at the Owner's expense by the Board of Directors.

(h) Helicopter Pads. All helicopter pads located on any portion of the Property shall not be visible from any Public Right of Way without the prior written consent of the ARC.

(i) Occupants Bound. All provisions of these Protective Covenants and the Other Association Documents which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants, residents, lessees, guests and invitees (collectively, "occupants") of any Site. Every Owner shall cause all occupants of the Owner's Site to comply with these Protective Covenants and the Other Association Documents. Every Owner shall be responsible for all violations and losses to the Common Area and Common Improvements caused by such occupants, notwithstanding the fact that such occupants of a Site are fully liable and may be sanctioned for any violation of these Protective Covenants and the Other Association Documents.

(j) Traffic Regulation. The Association shall have the right to post speed limits on the Common Area and to promulgate traffic and parking regulations for the use of any Common Area. The Association also shall have the right to install traffic signs, speed bumps, or other traffic regulation devices on any Common Area.

(k) Screening. All service areas, air conditioners, trash receptacles (other than trash cans for public use) and other mechanical equipment located on a Commercial Site must be screened from view in accordance with the Zoning Ordinance and in any event, from any Public Right of Way, unless the written consent of the ARC is obtained. All junction and access boxes on any Commercial Site shall be screened from view with appropriate landscaping.

(l) Signs. No sign visible from a Public Right of Way shall be located on any Site without the prior written consent of the ARC except that a sign no larger than 4 feet by 4 feet advertising a Site for sale may be placed on any Site. Notwithstanding the foregoing, an Owner may place a "for sale" sign on the Site larger than 4 feet by 4 feet with the prior consent of the ARC.

(m) Satellite Dishes/Antennas. No satellite dishes or antennas greater than 1 meter (39.37 inches) in diameter shall be permitted on the Property without the prior written approval of the ARC. To the extent reasonable, the preferred location for permissible satellite dishes or antennas shall be only on the rear of the building improvements or the rear of the Site.

(n) Drainage and Septic Systems. Catch basins and drainage areas are for the purpose of natural flow of water only. No Person other than Declarant may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains on the Property. Septic tanks and drain fields, other than those installed by or with the consent of the ARC, are prohibited within the Property; provided, however, temporary sewer pumps and storage tanks may be utilized on a Commercial Site until public sanitary sewer is available to the property line of the Commercial Site. No Owner or occupant shall dump grass

clippings, leaves or other debris, petroleum products, fertilizers or other potentially hazardous or toxic substance in any drainage facility on the Property.

(o) Sight Distance at Intersections. All Sites located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or signal problem.

(p) Truck Traffic to and from Business Park Site. The Owner of any Business Park Site upon which a distribution or warehouse facility is located shall request the operator of any vehicle licensed as a commercial truck to enter and leave such Business Park Site by means of Pole Green Road west of the Property.

Section 6.2. Additional AR Residential Property and SF Residential Property Restrictions. The following additional restrictions shall apply to the AR Residential Property and SF Residential Property, or portions thereof, as hereinafter provided:

(a) Residential Use. A Residential Site shall be used only for private, residential purposes. The use of a portion of any Residential Site for business purposes by the Owner or occupant thereof shall be considered a residential use only if the Residential Site is used for residential purposes as well and if such business use (i) is not detectable by sight, sound, or smell from the exterior of the residence, (ii) is consistent with the Zoning Ordinance and does not violate applicable Governmental Laws, and (iii) does not involve regular visitation by customers, clients, suppliers, or other business invitees to the Residential Site. No business or commercial buildings may be erected on any Residential Site. Only 1 residence shall be erected on a Residential Site, and no Residential Site shall be subdivided without the approval required pursuant to Article IX, Section 9.1(a) of these Protective Covenants. Nothing in this Article VI or these Protective Covenants shall prevent the use of a Residential Site and the improvements thereon as a sales office or "model home" for other Residential Sites.

(b) Motor Vehicles. No boats, boat trailers, house trailers, motor homes, trucks licensed as commercial vehicles, camping trailers, motorcycles, motor scooters, go-carts, motorbikes, or other similar vehicles, whether of a recreational nature or otherwise, with the exception only of 4 wheel passenger automobiles, vans, and pickup trucks shall be placed, parked or stored upon any Residential Site, SF Residential Common Area, or AR Residential Common Area, except within a building and totally removed from public view. No maintenance or repair shall be done upon any boat, trailer or motor vehicle, including 4 passenger automobiles, vans and pickup trucks on any Residential Site, SF Residential Common Area or AR Residential Common Area except within a building and totally isolated from public view. The provisions of this Article VI, Section 6.2(b) shall not apply during the construction, maintenance, or repair of any improvements on any Residential Site, SF Residential Common Area or AR Residential Common Area.

(c) Storage Tanks. No storage tanks, including but not limited to those used for storage of water or propane gas, but excluding those used for gas grills, shall be permitted on a Residential Site, SF Residential Common Area, or AR Residential Common Area unless approved by the ARC.

(d) Mailboxes. No mailboxes shall be permitted on a Residential Site, SF Residential Common Area, or AR Residential Common Area except as approved by the ARC.

(e) Trash. No Residential Site, SF Residential Common Area, or AR Residential Common Area shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. Such waste shall not be kept on any Residential Site, SF Residential Common Area, or AR Residential Common Area except in sanitary containers. All equipment for the storage or disposal of such waste materials shall be kept in a clean and sanitary condition and, with respect to a Residential Site, shall be placed and kept at the rear of the residence.

(f) Pets. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Residential Site, SF Residential Common Area, or AR Residential Common Area except that dogs, cats or other household pets may be kept on a Residential Site provided that (i) they are not kept, bred or maintained for commercial purposes and (ii) they do not constitute a nuisance to any other Owner. Each Owner shall be absolutely liable to each and all other Owners, their families, guests, permittees, licensees, employees, agents, tenants and invitees, and to the Association, Commercial Association, SF Residential Association, AR Residential Association, and Declarant, for any and all damage to Person or property caused by any pets brought upon or kept upon the Property by any Owner or by their families, guests, permittees, licensees, employees, agents, tenants, or invitees. No Owner shall permit any dog to be let out of that Owner's residence unless the dog is kept within a fence or on a leash. Any Owner keeping an animal on a Residential Site shall comply with all applicable Governmental Laws.

(g) Swimming Pools. Swimming pools on any Residential Site shall be in ground and secured by a fence and in compliance with all Governmental Laws. Portable swimming pools shall not be permitted on any Residential Site. The foregoing restriction shall not prohibit jacuzzis, whirlpools or spas on a Residential Site approved pursuant to Article V.

(h) Fences. No fence, hedge, wall, animal pen or run of any kind shall be erected on any portion of any Residential Site, SF Residential Common Area, or AR Residential Common Area except in accordance with Plans and Specifications approved in writing by the ARC.

(i) Clothes Lines. No exterior clothes lines shall be erected or maintained on any Residential Site, SF Residential Common Area, or AR Residential Common Area.

(j) Garages; Storage Buildings. No garage on a Residential Site shall be utilized for purposes other than the storage of vehicles and other types of items normally stored in garages in first-class residential neighborhoods and the minor maintenance of vehicles.

Whenever possible, garage doors should be in a closed position.

(k) Firearms; Bows and Arrows. The discharge of firearms and bows and arrows within or on a Residential Site, SF Residential Common Area, or AR Residential Common Area is prohibited except by policemen and other security personnel in the performance of their duties. The term "firearms" includes "BB" guns, pellet guns and other firearms, regardless of size.

(l) Lighting. Except for traditional holiday decorative lights, which may be displayed for 2 months prior to and 1 month after any commonly recognized holiday for which such lights are traditionally displayed, all exterior lights on a Residential Site, SF Residential Common Area or AR Residential Common Area must be approved in accordance with Article V of these Protective Covenants. The rights of Owners, the SF Residential Association and AR Residential Association to display lighting as provided for herein shall not be abridged, except that the Association may adopt reasonable time, place and manner restrictions for the purpose of minimizing damage and disturbance to other Owners, the SF Residential Association or AR Residential Association.

(m) Artificial Vegetation; Exterior Sculpture; and Similar Items. The rights of Owners to display signs, symbols and decorations, including religious and holiday ones, on their Residential Sites of the kind normally displayed in or outside of homes located in similar residential neighborhoods shall not be abridged, except that the Association may adopt reasonable time, place and manner restrictions for the purpose of minimizing damage and disturbance to other Owners.

(n) Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any Residential Site unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the ARC. No windmills, wind generators or other apparatus of generating power from the wind shall be erected or installed on any Residential Site, SF Residential Common Area, or AR Residential Common Area without prior written consent of the ARC.

(o) Skate Board Ramps. No skate board ramps shall be permitted on any Residential Site.

(p) Basketball Nets/Hoops. No portable or permanent basketball nets or hoops, of any size, shall be permitted on (i) the front lawn of any SF Residential Site or (ii) the exterior building of any AR Residential Site. The term "front lawn" as used in the preceding sentence shall mean the area between the front street and a line parallel with the front line of the residence constructed on the SF Residential Site.

(q) Flag Poles. No flag pole on any Residential Site may exceed 7 feet in length, and all flag poles on any Residential Site must be attached to (i) a wall or porch of the

residence on a SF Residential Site or (ii) the exterior building of any AR Residential Site.

ARTICLE VII

MAINTENANCE AND CONSTRUCTION PROVISIONS

Section 7.1. Maintenance. Except for (i) the Common Area and Common Improvements which shall be maintained, repaired, and replaced by the Association, (ii) the Commercial Common Area and Commercial Common Improvements which shall be maintained, repaired and replaced by the Commercial Association, (iii) the SF Residential Common Area and SF Residential Common Improvements which shall be maintained, repaired and replaced by the SF Residential Association, (iv) the AR Residential Common Area and AR Residential Common Improvements which shall be maintained by the AR Residential Association, and (v) portions of the AR Residential Sites which are to, and shall, be maintained by the AR Residential Association, the Owner of a Site shall be responsible for maintaining, repairing, and replacing the Site in accordance with these Protective Covenants, the Other Association Documents and all applicable Governmental Laws so as to preserve a well kept appearance throughout the Property.

(a) Undeveloped Sites. Prior to construction of a building or other improvements on a Site, the Site shall be maintained by the Owner in a clean and neat condition, free of all weeds, overgrown grass, trash and refuse and in a manner which does not detract from, and is not an annoyance or nuisance to, an Owner of any other Site.

(b) Buildings. All buildings on a Site shall be maintained by the Owner in a first-class condition. Painting and other exterior maintenance shall be periodically performed as reasonably required. No excessive and/or unsightly mildew, rust deposits, dirt, or deterioration shall be permitted to accumulate on any building or other improvement. In the event of any damage, loss, destruction, or other casualties that the Owner does not intend to repair or restore, the damaged improvements shall be razed, all rubble and debris removed, foundations filled in, and the Site returned to grade within 60 days of such damage, and, thereafter, the Site shall be maintained in accordance with the provisions of Article VII, Section 7.1(a) of these Protective Covenants.

(c) Sidewalks, Roads, and Parking Areas. All sidewalks, roads, streets, driveways, parking areas, and other paved or hard surfaced areas located within a Site and intended for use by vehicular or pedestrian traffic shall be kept clean and free of debris at all times, and cracks and damage and/or erosion within such areas on a Site shall be repaired, replaced and/or resurfaced as necessary. All curbing and bumper stops within a Site shall be repaired or replaced if damaged. All striping, including but not limited to parking spaces, traffic lanes and directional markings, within any road, street, or parking area located within a Site shall be repainted as necessary, to be clearly visible at all times.

(d) Landscaping. All landscaping on a Site shall be regularly maintained in a first-class condition and appearance, including without limitation such replanting, mowing, and trimming, as necessary.

(e) Lighting. Exterior lighting on a Site shall be installed in compliance with the approved Plans and Specifications and all applicable Governmental Laws. All lighting fixtures shall be maintained in good working condition at all times, and bulbs shall be promptly replaced when burnt out.

(f) Signs. All signs shall be maintained in first-class condition so as to be clean, clear, and legible at all times. The Owner of the Site shall promptly remove, repair, or repaint faded or blemished signs.

Section 7.2. Responsibility for Maintenance and Compliance.

(a) Site Owner. The Owner of a Site shall be responsible for complying with these Protective Covenants and the Other Association Documents regarding the repair, replacement and maintenance of the Owner's Site and the improvements thereon, but excluding any Common Improvements, Commercial Common Improvements, SF Residential Common Improvements and AR Residential Common Improvements located on a Site and further excluding any portions of an AR Residential Site required to be repaired, replaced or maintained by the AR Residential Association. Notwithstanding the foregoing, any need for the repair, replacement, or maintenance of a Common Improvement caused by the negligence of an Owner or the Owner's tenants, employees, agents, guests, licensees, permittees, or invitees shall be made at the expense of such Owner.

(b) Association. The Association shall repair, replace, and maintain all Common Area and all Common Improvements unless the repair, replacement, or maintenance of the Common Improvements was caused by the negligence of an Owner or the Owner's tenants, employees, agents, guests, licensees, permittees, or invitees. Additionally, the Association shall have the right to assume the obligation to repair, replace, or maintain any Site if the Board of Directors, in its sole discretion, determines that such would be in the best interests of the Association. During the period when the Association assumes the obligation to repair, replace, or maintain any Site, the Association shall have the right to specially assess the Owner, including the assessment of fines or penalties as provided in Article IV, Section 4.2(c) of these Protective Covenants and to enter upon the Site to repair, replace, or maintain the Site. However, prior to the assumption of the obligation to repair, replace, or maintain any Site or the imposition of any Special Assessments as a result thereof, the Board of Directors shall comply with the provisions of Article IV, Section 4.2(c) and Article III, Section 3.11 of these Protective Covenants.

(c) Other Associations. The Commercial Association shall repair, replace and maintain the Commercial Common Area and Commercial Common Improvements. The SF Residential Association shall repair, replace and maintain the SF Residential Common Area and SF Residential Common Improvements. The AR Residential Association shall repair, replace

and maintain the AR Residential Common Area and AR Residential Common Improvements. Further, to the extent the AR Residential Association is responsible for repairing, replacing and maintaining portions of the AR Residential Sites pursuant to a declaration or similar document recorded in the Clerk's Office, the AR Residential Association shall be responsible for repairing, replacing and maintaining such portions of the AR Residential Sites.

Section 7.3. Maintenance of Utility Easements. The maintenance, repair, replacement and other responsibilities relating to utility easements on the Property are provided for in Article VIII, Section 8.5 of these Protective Covenants.

Section 7.4. Construction of Improvements.

(a) Construction. During construction, all portions of the Property shall be kept in a clean, neat and orderly condition at all times. Any debris, trash or mud on Public Rights of Way resulting from the construction shall be promptly removed.

(b) Excavation. No clearing, filling, excavation or other earthwork shall be made on any portion of the Property except in connection with the construction, repair, replacement or maintenance of an improvement; and upon completion thereof, exposed openings shall be backfilled, and disturbed ground leveled, graded and landscaped in accordance with these Protective Covenants, the Other Association Documents and all applicable Governmental Laws.

ARTICLE VIII

EASEMENTS

Section 8.1. Easement of Enjoyment of Common Area and Common Improvements. Every Owner, including the Declarant, shall have a right and easement of enjoyment in and to the Common Area and Common Improvements which shall be appurtenant to and shall pass with the title to every Site, subject to:

(a) These Protective Covenants and any restrictions or limitations contained in any deed or other document conveying such property to the Association.

(b) The right of the Board of Directors to adopt Rules and Regulations on behalf of the Association governing the use and operation of the Common Area and the Common Improvements.

(c) The right of the Association to suspend a Member's voting rights for nonpayment of assessments and/or a Member's violation of these Protective Covenants or the Other Association Documents.

(d) The right of the Board of Directors to assess charges against an Owner and/or suspend an Owner's right to use the Common Area, Common Improvements or other services of the Association for the Owner's violation or the violation by his or her family members, tenants, guests, residents or other invitees of any provision of these Protective Covenants or Other Association Documents, after notice and an opportunity for a hearing have been provided to the Owner pursuant to Virginia law.

(e) The right of the Board of Directors to suspend an Owner's right to use Common Area and Common Improvements, facilities and/or services, including utility services, provided directly through the Association for nonpayment of assessments which are more than 60 days past due, to the extent that access to the Owner's Site through the Common Area is not precluded, and provided that such suspension shall not endanger the health, safety or property of any Owner, tenant or occupant, if any, for any period during which any charge against any Owner's Site remains delinquent for more than 60 days, or as otherwise provided for by law, after notice and an opportunity for a hearing have been provided to the Owner pursuant to Virginia law.

(f) The right of the Association to properly maintain, repair and replace the Common Area and Common Improvements.

(g) The right of the Declarant or Association to dedicate or transfer all or any part of the Common Area or Common Improvements to any public agency, authority (public or private), utility, water management or water control district, free and clear of the Owners' easements.

(h) The rights of Persons holding rights under the other easements granted in this Article.

Section 8.2. General Easement of Declarant and Association. The Declarant reserves unto itself and the Association an easement to use the Common Area, the Common Improvements, Commercial Common Area, Commercial Common Improvements, SF Residential Common Area, SF Residential Common Improvements, AR Residential Common Area, AR Residential Common Improvements and each Site, or any portion thereof, as may be needed for repairing, replacing, regrading, landscaping, mowing, maintaining or constructing any Common Area, Common Improvements, or Site.

Section 8.3. Crossover Easement. If an Owner, including the Declarant, of any Site must, to make repairs or improvements to such Owner's Site, enter or cross any Common Area, Common Improvements, Commercial Common Area, Commercial Common Improvements, SF Residential Common Area, SF Residential Common Improvements, AR Residential Common Area, AR Residential Common Improvements, or Site of another Owner, such Owner shall have an easement to do so, provided that the Owner exercising such right shall use the most feasible route resulting in the least damage to such area, and, if a Site, inconvenience to the Owner thereof. The Owner exercising such right shall restore the area so entered or crossed to its

original condition at the exercising Owner's expense.

Section 8.4. Easement and Right of Entry of Law Enforcement Officials. A vehicular and pedestrian ingress and egress 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 while in the pursuit of their duties.

Section 8.5. Utility Easements. Easements over the Common Area, Commercial Common Area, SF Residential Common Area, AR Residential Common Area and Sites for the construction, installation, and maintenance of electric, telephone, cable television, water, gas, storm sewer, drainage and sanitary sewer lines and facilities and any other utilities are hereby reserved by the Declarant for itself and the Association, together with the right to grant and transfer the same. The rights and duties of the Owners, Association, Commercial Association, SF Residential Association and AR Residential Association with respect to electric, telephone, cable television, water, gas, storm sewer, drainage and sanitary sewer lines and facilities and any other utilities shall be governed by the following:

(a) Whenever electric, telephone, cable television, water, gas, storm sewer, drainage or sanitary sewer connections, lines, cables or any other utility facilities have been installed within the Property, including any Common Area, Commercial Common Area, SF Residential Common Area, AR Residential Common Area, or Site, any Owner, the Association, Commercial Association, SF Residential Association or AR Residential Association shall have the right, and is hereby granted an easement, to the extent necessary, to enter upon or have a utility company enter upon any portion of the Property in which the installations lie, to repair, replace and generally maintain the installations.

(b) The right granted in section (a) shall be limited to the extent necessary to enable the Owner, Association, Commercial Association, SF Residential Association or AR Residential Association serviced by an installation to realize its full and reasonable use and enjoyment thereof, and any Person exercising such right shall be responsible for restoring the easement area to the condition prior to such use.

(c) In the event of a dispute among Owners, the Association, the Commercial Association, the SF Residential Association and/or the AR Residential Association with respect to any such repair, replacement or maintenance or with respect to the party or parties responsible for the cost thereof, upon the written request of any party subject to the dispute, the Board of Directors shall decide the dispute, and the decision of the Board of Directors shall be final and conclusive on the parties.

Section 8.6. Encroachment Easement. Each Site, Common Area, Common Improvement, Commercial Common Area, Commercial Common Improvement, SF Residential Common Area, SF Residential Common Improvement, AR Residential Common Area, and AR Residential Common Improvement is hereby declared to have an easement over all adjoining Sites, Common Area, Commercial Common Area, SF Residential Common Area and AR

Residential Common Area for the purpose of accommodating any encroachment due to engineering errors, errors in construction, settlement or shifting of the improvements, or any other similar cause. Easements also are hereby granted for the maintenance of such encroachments so long as they exist, and the rights and obligations of the Owners, the Association, the Commercial Association, the SF Residential Association or the AR Residential Association, as applicable, shall not be altered in any way by such encroachment, settlement or shifting; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner, the Association, the Commercial Association, the SF Residential Association or the AR Residential Association, as applicable, if an encroachment occurred due to the willful misconduct of such Owner, the Association, the Commercial Association, the SF Residential Association or the AR Residential Association, as applicable.

Section 8.7. Drainage Easements. The Owner of any Site, including the Declarant, shall have an easement and right to drain surface or storm waters from any Site and the Association, Commercial Association, SF Residential Association, and AR Residential Association, respectively, shall have the right to drain surface or storm waters from the Common Area, Commercial Common Area, SF Residential Common Area and AR Residential Common Area, respectively, through the drainage system established by the Declarant on the Property. Further, the Declarant, for itself, the Association, and the County of Hanover, Virginia, reserves an easement to enter upon any Site, Common Area, Commercial Common Area, SF Residential Common Area and AR Residential Common Area for the purpose of inspecting, operating and repairing the retention pond located adjacent to portions of the Property as necessary.

Section 8.8. Additional Easements. If additional easements, whether or not contemplated in these Protective Covenants, across portions of the Property, including the Common Area, Commercial Common Area, SF Residential Common Area, AR Residential Common Area or any Site, are necessary or desirable to effectuate the purposes of these Protective Covenants and/or to develop any Site, then, upon the request of the Declarant or the Association and provided the additional easements will not (i) unreasonably interfere with the development, use and occupancy of any Site, Common Area, Commercial Common Area, SF Residential Common Area, or AR Residential Common Area, as applicable, (ii) unreasonably affect access to or operation of any Site, Common Area, Commercial Common Area, SF Residential Common Area or AR Residential Common Area, as applicable, or (iii) materially increase the operating costs of any Site, Common Area, Commercial Common Area, SF Residential Common Area or AF Residential Common Area, as applicable, each Owner, the Association, the Commercial Association, the SF Residential Association and the AR Residential Association, as applicable, agrees to grant such additional easements across the Site, Common Area, Commercial Common Area, SF Residential Common Area or AR Residential Common Area, as applicable, without charge but subject to such reasonable terms and conditions as shall be agreed upon between either the Declarant or the Association and the Owner, the Association, the Commercial Association, the SF Residential Association or the AR Residential Association, as applicable. Any new easement shall be executed by the holders of fee simple title to the portions of the Property which comprise the land within such new easement and shall be recorded in the Clerk's Office.

Section 8.9. Priority of Easements. Each of the easements referred to in this Article VIII shall be deemed to have been established upon the recordation of these Protective Covenants and shall be deemed to be covenants running with the land for the use and benefit of the Common Area, Commercial Common Area, SF Residential Common Area, AR Residential Common Area and each Site, superior to all other encumbrances which may hereafter be applied against or in favor of any Common Area, Commercial Common Area, SF Residential Common Area, AR Residential Common Area or Site or any portion thereof.

ARTICLE IX

DIVISION OR MODIFICATION OF SITE; ANNEXATION OF ADDITIONAL PROPERTY

Section 9.1. Division of Site; Site Modification.

(a) Division of Site. The number and size of the Sites into which the Property has been divided as shown as the Covenant Plat were established by the Declarant. In developing a Site, an Owner, including the Declarant, may desire to divide a Site into 2 or more smaller Sites. During the Declarant Control Period, no Site may be divided into 2 or more Sites without the written consent of the Declarant, and upon the expiration of the Declarant Control Period, no Site may be divided into 2 or more Sites without the written consent of the ARC. Upon obtaining the consent of the Declarant or the ARC as required above, a Site may be divided into 2 or more Sites by recording a supplement to these Protective Covenants which (i) contains a plat showing the boundaries of each new Site created from the original Site, (ii) classifies each new Site as a SF Residential Site, AR Residential Site, Retail Site, or Business Park Site in accordance with the proposed use of each new Site, and (iii) allocates the votes and assessment units attributable to the original Site among the new Sites on the same bases used prior to the division of the original Site. During the Declarant Control Period, the supplement shall be signed by the Declarant and Owner, if the Declarant is not the Owner of the Site being divided, and, upon the expiration of the Declarant Control Period, the supplement shall be signed by the Owner of the Site and the president of the Association upon receipt of written documentation from the ARC approving the division of the Site.

(b) Use and/or Boundary Changes of a Site. The uses and boundaries of the Sites into which the Property is categorized and divided as shown on the Covenant Plat have been established by the Declarant in accordance with the Zoning Ordinance and may be changed as provided in this Article IX, Section 9.1(b). If a Site has not been conveyed to an Owner other than the Declarant, the Declarant shall have the right to change the intended use and boundaries of any Site. If a Site has been conveyed to an Owner other than the Declarant, the use and boundaries of the Site may be changed only upon obtaining the written approval of the Owner of the Site and the Declarant, during the Declarant Control Period or, upon expiration of the

Declarant Control Period, ARC. If the boundaries of a Site are changed, the part of the Site which is changed may become (i) part of an adjacent Site, (ii) a separate Site which shall be classified as a SR Residential Site, AR Residential Site, Retail Site, or Business Park Site, or (iii) conveyed to the Association as a Common Area the Commercial Association as a Commercial Common Area, the SF Residential Association as a SF Residential Common Area, or to the AR Residential Association as an AR Residential Common Area, as the case may be. Upon obtaining the consent of the Declarant or ARC as provided above, the boundaries and/or use of a Site may be changed by recording a supplement to these Protective Covenants which (i) if a boundary change, contains a plat showing the relocated boundaries of the Sites, and, if applicable, any Common Area, Commercial Common Area, SF Residential Common Area and/or AR Common Area, (ii) classifies the Site as a SF Residential Site, AR Residential Site, Retail Site, or Business Park Site, and (iii) allocates the votes and assessment units attributable to the modified Sites on the same basis for allocating votes prior to the boundary or use change. During the Declarant Control Period, the supplement shall be signed by the Declarant and Owner, if the Declarant is not the Owner of the Site being modified, and, upon the expiration of the Declarant Control Period, the supplement shall be signed by the Owner of the Site and the president of the Association upon receipt of written documentation from the ARC approving the boundary change or change in use of the Site. This Article IX, Section 9.1(b) shall not apply to a change in the size or boundary of a Site due to the widening of a Public Right of Way or private right of way. Notwithstanding the foregoing, any change in the use of a Site must be in compliance with the Zoning Ordinance.

Section 9.2. Additional Real Property. At any time, whether during the Declarant Control Period or after the expiration of the Declarant Control Period, the Declarant shall have the unilateral right, privilege and option to annex/add all or a portion of the real property described on Exhibit E and, upon such annexation, the annexed/added real property shall be subject to the terms of these Protective Covenants and the jurisdiction of the Association. Further, during the Declarant Control Period, the Declarant shall have the unilateral right, privilege and option to annex/add any other real property to the Property and upon such annexation, the annexed/added real property shall be subject to the terms of these Protective Covenants and the jurisdiction of the Association. After the expiration of the Declarant Control Period, the Association also shall have the right, privilege and option to annex/add additional real property to the Property and, upon such annexation, the annexed/added real property shall be subject to the terms of these Protective Covenants and the jurisdiction of the Association. Such annexation shall require the approval of (a) the Declarant if the annexation is all or a portion of the real property described on the attached Exhibit E, (b) if the real property being annexed/added is not a portion of the real property described on the attached Exhibit E and such annexation occurs during the Declarant Control Period, the Declarant and the owner of the real property being annexed/added if the Declarant is not the owner or (c) if the real property being annexed/added is not a portion of the real property described on the attached Exhibit E and such annexation occurs after the Declarant Control Period, the approval of the ARC and the owner of the real property being annexed/added. The annexation shall be accomplished by recording in the Clerk's Office a supplement to these Protective Covenants containing the following:

- i. A description of the real property being annexed/added;
- ii. A plat showing the real property being annexed/added as either 1 or more Sites or Common Area, Commercial Common Area, SF Residential Common Area and/or AR Residential Common Area;
- iii. If the real property being annexed/added contains a Site, a provision classifying the Site as either a SF Residential Site, AR Residential Site, Retail Site, or Business Park Site;
- iv. If the real property being annexed/added contains 1 or more Sites, a provision allocating assessment units and votes to the Sites on the same bases used for existing, similarly, classified Sites;
- v. If the annexation is a portion of the real property described on the attached Exhibit E, the signature of the Declarant, or if the annexation is not a portion of the real property described on Exhibit E and the annexation occurs during the Declarant Control Period, the signatures of the Declarant and owner of the real property being annexed if the Declarant is not the owner or, if the annexation is not a portion of the real property described on Exhibit E and the annexation occurs after the Declarant Control Period, the signatures of the president of the Association, which he or she shall sign upon receipt of written documentation from the ARC approving the annexation, and the owner of the real property being annexed; and
- vi. If applicable, a provision delineating any Common Improvements, Commercial Common Improvements, SF Residential Common Improvements, and/or AR Residential Common Improvements.

Notwithstanding the foregoing, nothing contained in this Section 9.2 or these Protective Covenants shall require or obligate Declarant to annex/add additional real property to the Property or the jurisdiction of the Association or these Protective Covenants.

Section 9.3. Classification of Site. If (a) a Site is divided pursuant to Article IX, Section 9.1(a); (b) a Site is modified pursuant to Article IX, Section 9.1(b); or (c) additional real property is annexed to the Property pursuant to Article IX, Section 9.2 and the new Site or Sites, because of the use, cannot reasonably be classified as a SF Residential Site, AR Residential Site, Retail Site, or Business Park Site, the Declarant, if such division, modification, or annexation occurs during the Declarant Control Period, or the ARC, if such division, modification or annexation occurs after the expiration of the Declarant Control Period, shall create a new classification for the new Site or Sites and allocate votes and assessment units to the new classification on a basis which is equitable in light of the existing classifications and their respective voting rights and assessments. If a new classification is created for a new Site, the Declarant, if such subdivision, modification, or annexation occurs during the Declarant Control Period, or the ARC, if such subdivision, modification or annexation occurs after the Declarant Control Period, shall further classify the new Site as either a Commercial Site or Residential Site, depending on the zoning

and use of the new Site. If a new classification is created for a new Site, the supplements referred to throughout Article IX shall use the new classification for the new Site rather than classifying the new Site as a SF Residential Site, AR Residential Site, Retail Site or Business Park Site.

ARTICLE X

GENERAL PROVISIONS

Section 10.1. Amendments. Prior to the conveyance of the first Site, the Declarant may unilaterally amend these Protective Covenants. Further, during the Declarant Control Period and after the conveyance of the first Site, the Declarant may unilaterally record amendments to these Protective Covenants in the Clerk's Office (i) to effect technical deletions, additions and revisions to these Protective Covenants which correct, clarify or further the intent of these Protective Covenants but which do not materially alter the substantive rights of the Owners, (ii) to release from these Protective Covenants and terminate these Protective Covenants as to any portion of the Property which has not been conveyed to the Association or an Owner, (iii) to bring any provision hereof into compliance with any applicable Governmental Laws, (iv) to enable any reputable title insurance company to issue title insurance coverage on the Sites, (v) to make changes required by any institutional or governmental lender or purchaser of mortgage loans including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Company Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Sites, (vi) to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Sites, or (vii) to effect divisions of Sites, use and boundary changes of a Site, annex additional real property, change a Site classification or create a new Site classification as provided in Article IX. After the Declarant Control Period and otherwise, these Protective Covenants may be amended or terminated at any time by more than 2/3's of the votes entitled to be cast by all of the Members of the Association; provided, however, the vote of the Members is not required to effect divisions of Sites, use and boundary changes of a Site, annexations/additions of additional real property, a change in a Site classification or create a new Site classification as provided in Article IX, which may be made by a supplement satisfying the requirements set forth in Article IX. Any amendment or termination of these Protective Covenants to be effective must (i) be executed by the president of the Association, (ii) have attached to it the sworn affidavit of the secretary of the Association stating that the amendment was approved by the requisite number of votes of the Members of the Association, and (iii) be recorded in the Clerk's Office unless the amendment may be made by the Declarant without the vote of the Members, in which event any amendment or termination of these Protective Covenants to be effective must be (i) executed by the Declarant and (ii) recorded in the Clerk's Office. The foregoing notwithstanding, any provision of these Protective Covenants granting the Declarant any special rights or obligations may not be amended or terminated without the consent of the Declarant.

Section 10.2. Term. The covenants, conditions and restrictions of these Protective Covenants shall run with and bind the Property for a period of 30 years from the recordation of these Protective Covenants in the Clerk's Office after which the term of these Protective Covenants shall be automatically extended for successive periods of 10 years, unless an instrument terminating these Protective Covenants is recorded in the Clerk's Office.

Section 10.3. Declarant's Rights. Any or all of the rights of the Declarant may be transferred to 1 or more other parties, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is pursuant to a written instrument executed by the Declarant and the successor of such rights and duly recorded in the Clerk's Office. During the Declarant Control Period, no party shall record any declaration of covenants, conditions or restrictions, or declaration of condominium or similar instrument affecting any portion of the Property without the Declarant's review and written consent thereto, and any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions or restrictions, or declaration of condominium or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by the Declarant.

Section 10.4. Severability. Invalidation of any 1 of these covenants, conditions or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

Section 10.5. Interpretation. Notwithstanding anything contained herein to the contrary, all the provisions of these Protective Covenants shall be subject to and conform with the applicable provisions of the Zoning Ordinance. The Protective Covenants shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. Nothing contained in these Protective Covenants shall be construed as prohibiting the Declarant or any Owner of any Site from imposing further covenants or restrictions on any Site or Sites or from providing easement agreements or an owner's association in connection with the development thereof; provided that the approvals required by these Protective Covenants are obtained and that, in the event of any conflict between the terms and conditions of any such covenants, conditions and restrictions, or the provisions for or acts of any such owners' association and the terms and conditions of these Protective Covenants, the terms and conditions of these Protective Covenants shall prevail in all events.

Section 10.6. Exceptions and Waivers. During the Declarant Control Period, the Declarant reserves the right to grant exceptions to and waive any of the provisions contained in these Protective Covenants. Such exceptions and waivers shall be granted by the Declarant only when, in its sole and absolute discretion, the exception or waiver is harmonious with the general intent of these Protective Covenants. Every exception and waiver granted by the Declarant shall be made in writing in recordable form and may be recorded. The granting of any exception or waiver with respect to any Site shall not be deemed an amendment of these Protective Covenants except to the extent specifically set forth in such exception or waiver, shall not entitle any other

Owner to similar rights or privileges, and shall create no negative reciprocal easements in favor of any other party.

Section 10.7. Constructive Notice and Acceptance. Every Person who or which now or hereafter owns or acquires any right, title, or interest in or to any portion of the Property, is and shall be conclusively deemed to have consented and agreed to every term, covenant, condition, restriction and provision contained in these Protective Covenants, whether or not any reference to these Protective Covenants is contained in the instrument by which any Person acquired such right, title, or interest. The provisions of this Article X, Section 10.7 shall not apply to any Mortgagee until the Mortgagee becomes a Mortgagee in possession of a Site or becomes an Owner by foreclosure or otherwise at which time the Mortgagee and its successors and assigns, as the Owner of such Site, shall be bound by these Protective Covenants as long as they are the Owner of such Site. All employees, tenants, guests, invitees, permittees, assignees and licensees shall be conclusively deemed to have notice of and to have agreed to and be bound by all terms, conditions, covenants, restrictions and provisions of these Protective Covenants, and each Owner shall be responsible for advising all employees, tenants, guests, invitees, permittees, assignees, and licensees of these Protective Covenants.

Section 10.8. Cumulative Remedies. The various rights, options, elections, powers, and remedies contained in these Protective Covenants shall be construed as cumulative, and no 1 of them shall be exclusive of any of the others or of any other legal or equitable remedy which the Declarant, the Association, any Member, the Board of Directors, the ARC, or an Owner might otherwise have in the event of breach of these Protective Covenants, and the exercise of 1 right or remedy of any such party shall not impair such party's right to any other right or remedy.

Section 10.9. Paragraph Headings. Article, section, and paragraph headings, where used herein, are inserted for reference only, are not intended to be a part of these Protective Covenants, or in any way define, limit or describe the scope or meaning of the particular paragraphs to which they refer and shall not be deemed or construed to affect the meaning of any provision hereof.

Section 10.10. Indemnification. The Association shall indemnify every officer, director and committee member against any and all expenses, including attorneys' fees, reasonably incurred by or imposed upon such officer, director or committee member in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director or committee member. The officers, directors and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers, directors and committee members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association, and the Association shall indemnify and forever hold each such officer, director and committee members free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any

officer, director or committee member, or former officer, director or committee member, may be entitled. The Association shall, as a common expense of the Association, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation in accordance with the Bylaws.

Section 10.11. Right of Entry. The Association and/or the Declarant shall have the right, but not the obligation, to enter upon any Site, Commercial Common Area, SF Residential Common Area, or AR Residential Common Area for emergency, security and safety reasons, to perform maintenance pursuant to Article VII hereof, and to inspect for the purpose of ensuring compliance with these Protective Covenants and the Other Association Documents; provided nothing shall authorize any Person to enter any residence or other building constructed on a Site without permission of the Owner unless reasonably believed to be necessary to avoid an imminent threat of personal injury or property damage. This right may be exercised by the Declarant, the Board of Directors, any agent or employee of the Association acting with the authorization of the Board of Directors, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner, Commercial Association, SF Residential Association, or AR Residential Association, as applicable. This right of entry shall include the right of the Declarant and/or Association to enter a Site, Commercial Common Area, SF Residential Common Area, or AR Residential Common Area to cure any condition which may increase the possibility of a fire or other hazard in the event the Owner, Commercial Association, SF Residential Association, or AR Residential Association, as applicable, fails or refuses to cure the condition within a reasonable time after request by the Declarant or the Board of Directors.

Section 10.12. Perpetuities. If any of the covenants, conditions, restrictions or other provisions of these Protective Covenants shall be unlawful, void or voidable for violation of the rule against perpetuities, such provisions shall continue only until 21 years after the death of the last survivor of the now living descendants of George Herbert Walker Bush, the former president of the United States.

Section 10.13. Security. The Association may, but is not obligated to, maintain or support certain activities within the Property designed to make the Property safer than it otherwise might be. NEITHER THE ASSOCIATION, ITS BOARD OF DIRECTORS OR COMMITTEES, ARC, DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTY, AND NEITHER THE ASSOCIATION, ITS BOARD OF DIRECTORS OR COMMITTEES, ARC, THE DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. EACH OWNER AND OCCUPANT OF ANY SITE, AND EACH TENANT, GUEST AND INVITEE OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS AND COMMITTEES, ARC, THE DECLARANT, OR ANY SUCCESSOR DECLARANT ARE NOT

INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY SITE AND EACH TENANT, GUEST AND INVITEE OF ANY OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO SITES AND TO THE CONTENTS OF SITES AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS AND COMMITTEES, ARC, THE DECLARANT, OR ANY SUCCESSOR DECLARANT HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER, OCCUPANT, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTY.

Section 10.14. Association Disclosure Packet. Upon the written request of any Member or Owner, the Association shall issue, or cause an appropriate officer to issue, an Association disclosure packet including the items required to be disclosed pursuant to Section 55-512 of the Code. A reasonable charge, not to exceed that allowed by Virginia law, may be made by the Association as a condition to issuance of the disclosure packet.

Section 10.15 Consent of Lender and Trustee; Release of Lien as to Common Improvements. Declarant is the maker of a note dated January 19, 2001 secured by, among other things, a deed of trust, assignment of leases and security agreement dated January 19, 2001 from Declarant to G. William Beale and John C. Neal, as trustees and either of whom may act, recorded in the Clerk's Office in Deed Book 1018, at page 420 for the benefit of Union Bank and Trust Company (the "Deed of Trust"). John C. Neal, as sole acting trustee, joins herein for the sole purpose of subordinating the lien, dignity and priority of the Deed of Trust to these Protective Covenants. Union Bank and Trust Company joins herein for the sole purpose of consenting to the trustee's actions and to hereby release the Common Area and Common Improvements from the lien of the Deed of Trust.

IN WITNESS WHEREOF, the Declarant has caused these Protective Covenants to be executed by its duly authorized member, John C. Neal has executed these Protective Covenants and Union Bank and Trust Company has caused these Protective Covenants to be executed by its duly authorized representative.

The Hanover Group, L.L.C., a Virginia limited liability company

By: HAS Limited Partnership Number One, a Virginia limited partnership, Sole Member

By: The Shield Company, a Virginia corporation, General Partner

By: Henry A. Shield
Henry A. Shield, President

John M. Randolph, Sole Acting Trustee

LENDER:

UNION BANK AND TRUST COMPANY

By: John M. Randolph

Title: Senior Vice President

STATE OF VIRGINIA,

City OF Richmond, to wit:

The foregoing instrument was acknowledged before me this 2nd day of July, 2002 by Henry A. Shield as President on behalf of The Shield Company, a Virginia corporation and General Partner of HAS Limited Partnership Number One, a Virginia limited liability company and Sole Member of The Hanover Group, L.L.C., a Virginia limited liability company.

My commission expires: June 30, 2003.

Yandra B. Dow
Notary Public

~~STATE OF VIRGINIA,~~

~~County~~ OF ~~Hanover~~, to wit:

~~The foregoing instrument was acknowledged before me this 5th day of July, 2002 by Henry A Shield as sole acting trustee.~~

~~My commission expires. 1-31-03.~~

~~Carolyn R. Graves
Notary Public~~



STATE OF VIRGINIA,

COUNTY OF CAROLINE, to wit:

The foregoing instrument was acknowledged before me this 8th day of July, 2002 by JOHN C. NEAL as sole acting trustee.

My commission expires: April 30, 2006.

Jean B. Upshaw
Notary Public



STATE OF VIRGINIA,

County OF Hanover, to wit:

The foregoing instrument was acknowledged before me this 5th day of July, 2002 by John M Randolph as Senior Vice President on behalf of Union Bank and Trust Company.

My commission expires: 1-31-03



Carolyn R Graves
Notary Public

EXHIBITS

EXHIBIT A - DESCRIPTION OF PROPERTY

EXHIBIT B - COVENANT PLAT

EXHIBIT C - ARTICLES

EXHIBIT D - BYLAWS

EXHIBIT E - DESCRIPTION OF CERTAIN REAL PROPERTY

H:\SD\JOSS\BELL CREEK PROTECTIVE COVENANTS\FINAL

EXHIBIT A
DESCRIPTION OF PROPERTY

ALL those certain lots, pieces and parcels of land located in Henry District, Hanover County, Virginia collectively containing 23.094 acres and described as Lots 1 through 78, Block A, Section I, The Bluffs at Bell Creek; Lots 1 through 10, Block B, Section I, The Bluffs at Bell Creek; Lot 1, Block C, Section I, The Bluffs at Bell Creek, Lots 1 through 7, Block D, Section I, The Bluffs at Bell Creek and Lots 1 through 4, Block E, Section I, The Bluffs at Bell Creek as shown on the subdivision plat prepared by ReSource International, Ltd. dated August 21, 2001 and revised June 19, 2002 entitled "The Bluffs at Bell Creek, Section I, Henry District, Hanover County, Virginia" and recorded in the Clerk's Office, Circuit Court, County of Hanover, Virginia in Plat Book 36, at page 475 and to which reference is hereby made for a more particular description of such land.

ALL those certain pieces and parcels of land located in Henry District, Hanover County, Virginia and described as Block A containing 5.005 acres; Lot 1, Block B containing 1.577 acres; Lot 2, Block B containing 8.005 acres; Block B containing 5.236 acres; Block C containing 67.90 acres and Block D containing 61.930 acres as shown on the subdivision plat prepared by ReSource International, Ltd., dated October 9, 2001 and revised June 19, 2002 entitled "Bell Creek Park, Henry District, Hanover County, Virginia" and recorded in the Clerk's Office, Circuit Court, County of Hanover, Virginia in Plat Book 36 at page 476 and to which reference is hereby made for a more particular description of such land.

ALL those certain pieces and parcels of land located in Henry District, Hanover County, Virginia collectively containing 0.622 acres and shown as "SF Residential Common Area" on a plat prepared by ReSource International, Ltd., dated June 26, 2002 entitled "Bell Creek Covenant Plat" and recorded simultaneously herewith as Exhibit B.

EXHIBIT B

Plat prepared by ReSource International, Ltd. dated June 26, 2002 entitled "Bell Creek Covenant Plat" and recorded in the Clerk's Office, Circuit Court, County of Hanover, Virginia in Plat Book 36, at pages 478.

ARJ/PT/STP

4/1/02

Plat Book 36, Page 478, Hanover County, Virginia

ARJ/PT/STP

4/1/02

The purpose for which the property described herein is intended to be used is for residential purposes. The owner of the property shall be responsible for the maintenance and repair of the property and shall be liable for any damage to the property caused by the owner or any person acting under the authority of the owner.

Reference is made to the plat of the property described herein, which is recorded in the Clerk's Office, Circuit Court, County of Hanover, Virginia, and the provisions of which are hereby incorporated into this instrument.

The property described herein shall be subject to the covenants, conditions and restrictions set forth in the plat of the property described herein, the provisions of which are hereby incorporated into this instrument.

EXHIBIT C

ARTICLES

Faint, illegible text at the top of the page, possibly a title or introductory paragraph.

**ARTICLES OF INCORPORATION
OF
BELL CREEK PROPERTY OWNERS' ASSOCIATION
(a non-stock corporation)**

ARTICLE I

NAME

The name of the Corporation is Bell Creek Property Owners' Association (the "Property Owners' Association").

ARTICLE II

PURPOSE

The purpose for which the Property Owners' Association is formed is to be a not-for-profit community association and to perform certain powers and duties of administration, management, assessment and enforcement with regard to the mixed-use development known as Bell Creek.

Reference is hereby made to the Bell Creek Protective Covenants recorded or to be recorded in the Clerk's Office, Circuit Court, County of Hanover, Virginia (the "Protective Covenants") for the definition of certain capitalized terms used herein.

The Property Owners' Association will operate in conformity with these Articles of Incorporation, the Protective Covenants, the Bylaws, the Rules and Regulations and any architectural, design or maintenance criteria or standards adopted by the ARC.

ARTICLE III**MEMBERS**

The Members of the Property Owners' Association shall be the AR Residential Association, the SF Residential Association and the Commercial Association, all of which are defined in the Protective Covenants.

The AR Residential Association shall be entitled to 1 vote for each AR Residential Site in Bell Creek, the SF Residential Association shall be entitled to 1 vote for each SF Residential Site in Bell Creek and the Commercial Association shall be entitled to 7 votes for each acre (or fraction thereof which is 50% or more) comprising a Commercial Site in Bell Creek. The Members of the Property Owners' Association shall be entitled to exercise their voting rights as prescribed in the Protective Covenants and the Bylaws.

ARTICLE IV**DIRECTORS**

The Board of Directors shall consist of 5 directors as provided in the Protective Covenants and Bylaws. During the Declarant Control Period, the Declarant shall be entitled to elect all of the directors serving on the Board of Directors in accordance with the Protective Covenants. Upon the expiration of the Declarant Control Period, the Commercial Association shall elect 3 of the directors of the Board of Directors, the AR Residential Association shall elect 1 of the directors of the Board of Directors and the SF Residential Association shall elect 1 of the directors of the Board of Directors. Any vacancy in the Board of Directors created by the death, resignation, or removal of a director shall be filled by an appointee of the Declarant if such vacancy occurs during the Declarant Control Period or by an appointee of the president of the Member that elected the vacating director if the vacancy occurs after the Declarant Control

Period. During the Declarant Control Period, a director may be removed from the Board of Directors only with the consent of the Declarant.

ARTICLE V

REGISTERED OFFICE AND REGISTERED AGENT

The initial registered office of the Property Owners' Association shall be located in the City of Richmond, Virginia at the following address:; Suite 800, 909 East Main Street, Richmond, Virginia 23219. The initial registered agent of the Property Owners' Association shall be Kathleen N. Scott, who is a resident of the Commonwealth of Virginia and a member of the Virginia State Bar, and whose business address is the same as the address of the initial registered office.

ARTICLE VI

INDEMNIFICATION

The Property Owners' Association shall indemnify to the fullest extent permitted by law all directors, officers, employees, agents, committee members and any other persons who may by law be indemnified.

ARTICLE VII

EARNINGS

It is intended that the Property Owners' Association shall be a non-stock corporation to

manage, maintain and care for property of the Property Owners' Association so as not to violate any provisions of Section 528 of the United States Internal Revenue Code of 1986, as amended.

Dated: July 1, 2002

Kathleen N. Scott, Incorporator
Kathleen N. Scott, Incorporator

EXHIBIT D

BYLAWS

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BYLAWS
OF
BELL CREEK PROPERTY OWNERS' ASSOCIATION

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BYLAWS
OF
BELL CREEK PROPERTY OWNERS' ASSOCIATION

ARTICLE I

NAME, LOCATION, AND TERMS

Section 1.1. Name. The name of the corporation is Bell Creek Property Owners' Association.

Section 1.2. Principal Office. The principal office of the Association shall be located at 7308 Pole Green Road, Mechanicsville, Virginia 23116.

Section 1.3. Capitalized Terms. Unless otherwise defined herein, all capitalized words or terms used in these Bylaws shall have the same meaning as set forth in the Protective Covenants.

ARTICLE II

MEETINGS OF MEMBERS

Section 2.1. Annual Meetings. The first annual meeting of the Members shall be held on a date determined by the Board of Directors, which date shall be within 1 year of the recordation of the Protective Covenants in the Clerk's Office. Thereafter, the annual meetings of the Members of the Association shall be held each year in August at a date, time and location identified by the Board of Directors.

Section 2.2. Special Meetings. Special meetings of the Members may be called upon the occurrence of 1 of the following:

(a) The President shall call a special meeting if so directed by resolution of the Board of Directors.

(b) Upon presentation of a petition signed and presented to the Secretary by AR Residential Owners holding not less than 50% of all votes entitled to be cast by the AR Residential Association.

(c) Upon presentation of a petition signed and presented to the Secretary by

SF Residential Owners holding not less than 50% of all votes entitled to be cast by the SF Residential Association.

(d) Upon presentation of a petition signed and presented to the Secretary by Commercial Owners holding not less than 50% of all votes entitled to be cast by the Commercial Association.

(e) Upon written request of the Declarant during the Declarant Control Period.

Section 2.3. Notice of Meetings. Except as may otherwise be provided in these Bylaws or in the Protective Covenants, written notice of each meeting of the Members shall be given by or at the direction of the Secretary or person authorized to call the meeting by mailing a copy of such notice, first-class, postage prepaid or delivering by hand, at least 14 days in advance of any annual or regularly scheduled meeting and at least 7 days in advance of any special meeting to the president of each Member. All notices shall be addressed to the address of the president of each Member last appearing on the books of the Association or supplied in writing by the president of each Member to the Association for the purpose of notice. Such notice shall specify the day, hour and location of the meeting, and in the case of a special meeting, the purpose of the meeting.

Section 2.4. Order of Business. The order of business at all meetings of the Members of the Association shall be substantially as follows, which order may be changed by the President at his or her option:

- (a) Calling of roll and establishment of a quorum;
- (b) Proof of notice of meeting;
- (c) Reading of minutes of preceding meeting;
- (d) Reports of officers and Board of Directors;
- (e) Reports of committees;
- (f) Discussion of budget, when appropriate;
- (g) Appointment of the Board of Directors (when so required);
- (h) Unfinished business; and
- (i) New business.

Section 2.5. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, 50% of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Protective Covenants, the Articles, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members and proxies present at such meeting shall have the power to adjourn the meeting without notice other than announcement at the meeting. After the meeting is adjourned, another meeting may be called subject to the same notice requirements and at any such subsequent meeting, those Members attending by personal representative or by proxy shall constitute a quorum, and any business may be transacted that might have been transacted at the meeting as originally notified. No such adjourned meeting shall be held more than 60 days following the original meeting for

which notice was given.

Section 2.6. Conduct of Meetings. The President or a person appointed or designated by the President shall preside over each meeting of the Members of the Association, and the Secretary or a person appointed or designated by the Secretary shall keep the minutes of the meeting and record in a minute book any resolutions adopted at the meeting. The President may appoint a person to serve as parliamentarian at any meeting of the Members of the Association. The then-current edition of Robert's Rules of Order or other parliamentary procedure manual may govern conduct of all meetings of the Members of the Association when not in conflict with the Protective Covenants, the Articles, these Bylaws or applicable law.

Section 2.7. Votes. At all meetings of the Members, the president of each Member shall vote in person or by proxy the votes of such Member that have not been suspended. The Members shall have the voting rights set forth in the Protective Covenants.

Section 2.8. Proxies. All proxies shall be in writing in accordance with the form of proxy approved by the Board of Directors and may be substantially in the form attached as Exhibit A. All proxies shall be filed with the Secretary. Every proxy shall be revocable and shall automatically terminate upon the adjournment of the first meeting held on or after the date of the proxy.

Section 2.9. Attendance by Directors. Each director of the Board of Directors or a person appointed or directed by any such director shall attend all annual and special meetings of the Members of the Association unless the President excuses a director from a meeting prior to the meeting's commencement.

Section 2.10. Action Taken Without a Meeting. The Members shall have the right to take any action in the absence of a meeting that they could take at a meeting by obtaining the written approval of all of the Members. Any action so approved shall have the same effect as though taken at a meeting of the Members and shall be limited to matters upon which the Members are entitled to vote.

ARTICLE III

BOARD OF DIRECTORS: SELECTION, TERM OF OFFICE

Section 3.1. Number. The affairs of the Association shall be managed by a Board of Directors consisting of 5 directors. As provided in Article III, Section 3.4 of the Protective Covenants, during the Declarant Control Period, the Declarant shall be entitled to elect all of the directors of the Board of Directors, and, upon the expiration of the Declarant Control Period, the Commercial Association shall elect 3 of the directors of the Board of Directors, the AR Residential Association shall elect 1 of the directors of the Board of Directors and the SF Residential Association shall elect 1 of the directors of the Board of Directors.

Section 3.2. Term of Office. During the Declarant Control Period, the directors shall serve at the pleasure of the Declarant. Upon the expiration of the Declarant Control Period, the President shall call a special meeting of the Association to install the new Board of Directors elected by the Commercial Association, the AR Residential Association and the SF Residential Association. The directors elected by the AR Residential Association shall serve for a term of 2 years each, the directors elected by the SF Residential Association shall serve for a term of 2 years each and the directors elected by the Commercial Association shall serve for a term of 3 years each.

Section 3.3. Removal; Vacancies. During the Declarant Control Period, no director may be removed without the written consent of the Declarant. Upon the expiration of the Declarant Control Period, any director may be removed from the Board of Directors for cause by a majority vote of the Member that elected such director at any meeting at which a quorum is present. The term "for cause" shall include but shall not be limited to a director's or such director's appointee or designee missing 4 regular meetings of the Board of Directors within a period of 12 months. Upon the death, resignation, or removal of a director, a successor director shall be elected by the Declarant if the vacancy occurs during the Declarant Control Period or by the president of the Member that elected the vacating director if the vacancy occurs after the Declarant Control Period. The successor director shall serve for the unexpired term of his or her predecessor. A director may resign at any time by giving written notice to the Board of Directors, President or Secretary. Such resignation shall take effect upon the date of receipt of such notice by any of the foregoing persons entitled to receive such notice or upon the date specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 3.4. Compensation. No director shall receive compensation for services rendered to the Association as a director. However, any director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties as a director.

ARTICLE IV

MEETINGS OF DIRECTORS

Section 4.1. Regular Meetings. Within 3 months of the recordation of the Protective Covenants in the Clerk's Office, regular meetings of the Board of Directors shall be held no less frequently than semi-annually, with notice to Owners and Members as set forth in Section 4.5 hereof, at such place and hour as may be fixed from time to time by resolution of the Board of Directors. Regular meetings may also be held telephonically or videographically in accordance with Virginia law.

Section 4.2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any 2 directors, after not less than 5 days written notice to each director and notice to Owners and Members as set forth in Section 4.5 hereof. Special meetings may also be held telephonically or videographically in accordance with

Virginia law.

Section 4.3. Executive Sessions. Executive sessions may be held by the Board of Directors for consideration of personnel matters; consultation with legal counsel; discussion and consideration of contracts, pending or probable litigation and matters involving violations of the Protective Covenants or Rules and Regulations for which an Owner, his or her family members, his or her guests or his or her other invitees are responsible; or for discussion and consideration of the personal liability of any of the Members of the Association or Owners. Any such executive session may be convened in response to an affirmative vote in an open meeting to assemble in executive session.

Section 4.4. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as an act of the Board of Directors.

Section 4.5. Notice. Notice of any regular meeting of the Board of Directors shall be posted in a location where it is reasonably calculated to be available to all Owners and Members. Notice of any meeting shall also be sent by first-class mail or e-mail to any Owner or Member who has requested such notice in compliance with Virginia law. Notice, reasonable under the circumstances, of any special or emergency meeting of the Board of Directors shall be given to the Owners and Members contemporaneously with that given to the Board of Directors.

Section 4.6. Votes and Proxies. At all meetings of the Board of Directors, a director may vote in person or by proxy. All proxies shall be in writing in accordance with the form of proxy approved by the Board of Directors and may be substantially in the form attached as Exhibit B. All proxies shall be filed with the Secretary. Every proxy shall be revocable and shall automatically terminate upon the adjournment of the first meeting held on or after the date of the proxy.

Section 4.7. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting that they could take at a meeting by obtaining the written approval of all of the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

Section 4.8. Conduct of Meetings. The President or an appointee or designee of the President shall preside over all meetings of the Board of Directors, and the Secretary or an appointee or designee of the Secretary shall keep the minutes of the meetings of the Board of Directors. The then-current edition of Robert's Rules of Order or other parliamentary procedure guide may govern conduct of all meetings of the Board of Directors when not in conflict with the Protective Covenants, the Articles, these Bylaws or applicable law.

ARTICLE V**POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

Section 5.1. Powers. The Board of Directors shall have power to:

(a) Adopt and publish Rules and Regulations governing the use of the Property and improvements thereon, including, without limitation, the Common Area, the Common Improvements and the Sites and to establish fines and penalties, which fines and penalties may be in the form of Special Assessments, for any infraction thereof. The amount of any such fines and penalties shall be limited to the maximum amounts permitted under Virginia law.

(b) Suspend a Member's right to vote the votes applicable to a Site if the Owner of such Site fails to pay the Base Assessments or Special Assessments required to be paid pursuant to Sections 4.2(a), (b) and (c) of Article IV of the Protective Covenants within 60 days of any such Base Assessments or Special Assessments becoming due. The Board of Directors also shall have the power to collect assessments as set forth in Section 9.1 hereof and to suspend an Owner's right to use the Common Area, the Common Improvements and any services provided directly through the Association, including utility services, upon an Owner's failure to pay any assessment within 60 days of the due date of the same or upon an Owner's violation of the Protective Covenants, the Articles, the Bylaws, any Rules and Regulations or any architectural, design or maintenance criteria or standards promulgated by the ARC; provided, however, that the Board of Directors may not limit a violating Owner's ingress and egress to and from his or her Site.

(c) Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the Members or Owners by other provisions of these Bylaws, the Articles or the Protective Covenants.

(d) Employ a manager, independent contractors, or any other employees or agents as the Board of Directors deems necessary to carry out any of the duties or responsibilities of the Board of Directors or the Association, establish the salaries of the same, and prescribe the duties of the same.

(e) Enforce the provisions of the Protective Covenants, the Articles and the other Association Documents.

(f) Do all things deemed necessary by the Board of Directors to carry out the terms of the Protective Covenants and Other Association Documents.

Section 5.2. Duties. It shall be the duty of the Board of Directors to:

- (a) Keep or cause to be kept a complete record of all the Board of Directors' acts and corporate meetings and other affairs and to present a report thereof to the Members at the annual meeting of the Members or at any special meeting when such report is requested in writing at least 5 days prior to said meeting by at least 50% of the votes entitled to be cast by the Members.
- (b) Supervise all officers, agents and employees of the Association and see that their duties are properly performed.
- (c) As more fully provided in the Protective Covenants, to:
- (i) Fix the amount of all Base Assessments provided for in the Protective Covenants prior to the beginning of each fiscal year.
 - (ii) Send written notice of each Base Assessment to every Owner subject thereto prior to the beginning of each fiscal year.
 - (iii) Levy Special Assessments against all Owners or against a particular Owner, including fines and penalties as prescribed in Section 4.2(c) of Article IV of the Protective Covenants and as referenced in Sections 5.1(a) and 5.1(b) hereof.
 - (iv) Fix the amount of any late charges to be assessed against any Owner for failure to pay any Base Assessment or Special Assessment when due.
 - (v) Satisfy all requirements of applicable law and as set forth in the Protective Covenants necessary to perfect or release any lien against any Site.
 - (vi) Satisfy all notice requirements of applicable law necessary to take action at law against any Owner failing to pay an assessment as required herein and as set forth in the Protective Covenants or to foreclose a lien against any Site following perfection of said lien in accordance with Virginia law and failure of the Owner of said Site to pay or otherwise satisfy the debt securing the same following perfection thereof. Should the Board of Directors undertake any action at law or foreclosure proceeding in accordance with the provisions of Virginia law and as set forth herein, the Association shall be entitled to add to the amount of any such unpaid assessment interest, late charges, costs, collection costs and reasonable attorneys' fees generated by any such action or foreclosure.
 - (vii) Establish the means and methods of collecting assessments.
- (d) Issue or cause an appropriate officer to issue, within 14 days of receiving a written request from any Member or agent thereof, Owner or agent thereof, mortgagee or purchaser of an Owner's Site, a packet including the items required to be disclosed by Section 55-512 of the Code, including whether all assessments have been paid. A reasonable charge, not to exceed that allowed by Virginia law, may be made by the Board of Directors as a condition to

the issuance of the disclosure packet. If the information in the disclosure packet states that an assessment has been paid, such statement shall be deemed conclusive evidence of such payment.

(e) Procure and maintain the following insurance to the extent available at a reasonable price, as determined by the Board of Directors:

- (i) general liability insurance;
- (ii) hazard insurance on property owned by the Association;
- (iii) officers' and directors' liability insurance; and
- (iv) such other insurance insuring any interest of the Association, Member, Owner, the Board of Directors, the officers or the Property, as determined by the Board of Directors in their reasonable discretion.

(f) Cause all officers and employees having fiscal responsibilities to be bonded, if such bonding is reasonably available and deemed necessary by the Board of Directors.

(g) Cause the Common Area and the Common Improvements to be repaired, replaced, and maintained.

(h) Prepare an annual budget and keep or cause to be kept a record of the Association's income and expenses and to deliver copies thereof annually to the Members and Owners by hand delivery or first-class mail, postage prepaid.

(i) Borrow money on behalf of the Association to repair, replace or maintain the Common Area and the Common Improvements or to insure the Common Area and the Common Improvements and any liability of the Association, the Board of Directors, the ARC, the Owners, the Members or the agents, officers or employees of any of the foregoing; provided, however, that at no time shall there be money borrowed in excess of \$20,000.00 without the prior written consent of a majority of the votes of the Members.

(j) Cause the Association to hold in escrow on behalf of the Owners all assessment amounts collected but not expended during a fiscal year of the Association, including, without limitation, any reserves for the payment of future expenses incurred by the Association. An Owner shall not be entitled to receive any amounts held in escrow by the Association except in the event the Association is terminated.

ARTICLE VI

OFFICERS AND THEIR DUTIES

Section 6.1. Enumeration of Officers. The officers of this Association shall be a President, a Vice President, a Secretary, a Treasurer and such other officers as the Board of

Directors may from time to time determine. The President shall be a director on the Board of Directors.

Section 6.2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members. The nominee securing the largest number of votes for each office shall be elected.

Section 6.3. Term. The officers of the Association shall be elected annually by the Board of Directors and each shall hold office for 1 year unless any officer so elected shall sooner resign, be removed or otherwise become disqualified to serve.

Section 6.4. Special Appointments. The Board of Directors may elect such other officers as the affairs of the Association may require, each of which officers shall hold office for such period, have such authority and perform such duties as the Board of Directors may, from time to time, determine.

Section 6.5. Resignation and Removal. Any officer may be removed from office for cause by the Board of Directors. Any officer may resign at any time by giving notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect upon the date of receipt of such notice by any of the foregoing officers to whom such notice may be directed in accordance with this Section 6.5 or upon the date specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6.6. Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the vacating officer.

Section 6.7. Multiple Offices. The offices of Vice President, Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 6.4 of this Article VI.

Section 6.8. Compensation. No officer shall receive compensation for serving as an officer of the Association. However, any officer may be reimbursed for actual expenses incurred in the performance of his or her duties as an officer.

Section 6.9. Duties. The duties of the officers are as follows:

(a) President. The President of the Association (the "President") shall preside at all meetings of the Board of Directors; shall be a director on the Board of Directors; shall see that orders and resolutions of the Board of Directors are carried out; and shall sign all leases, mortgages, deeds, promissory notes, amendments and supplements to the Protective Covenants and other official documents of the Association. In addition, the President shall exercise and

discharge such other duties as may be required by the Board of Directors.

(b) **Vice President.** The Vice President of the Association (the "Vice President") shall act in the place and stead of the President in the event of the President's absence or inability to act and shall exercise and discharge such other duties as may be required of him or her by the Board of Directors.

(c) **Secretary.** The Secretary of the Association (the "Secretary") shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members; keep the corporate seal of the Association and affix it on all papers requiring a seal; serve notice of meetings of the Board of Directors and the Members; keep current records showing the Members of the Association and their addresses and the Owners and their addresses; and shall perform such other duties as required by the Board of Directors.

(d) **Treasurer.** The Treasurer of the Association (the "Treasurer") shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall keep proper books of account; and shall prepare an annual statement of income and expenditures and deliver a copy to all Members and Owners annually.

ARTICLE VII

COMMITTEES

Section 7.1. **Committees.** The Board of Directors shall have the authority to appoint an ARC as provided in the Protective Covenants except that, during the Declarant Control Period, the ARC shall be appointed by the Declarant. The Board of Directors shall establish the compensation of the members of the ARC, if any. In addition, the Board of Directors shall appoint other committees and subcommittees as deemed appropriate in carrying out the purposes of the Association. The ARC shall also be entitled to appoint subcommittees to carry out the responsibilities of the ARC.

ARTICLE VIII

ENFORCEMENT

Section 8.1. **Enforcement.** The Board of Directors shall have the power to enforce the Protective Covenants, the Articles, the Bylaws and any Rules and Regulations and architectural, design or maintenance criteria or standards against any Owner for a violation thereof by the Owner or his or her tenants, employees, agents, guests, licensees, permittees or invitees.

Section 8.2. **Additional Enforcement Rights.** The 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 the Protective Covenants, the Articles, these Bylaws, any Rules and Regulations and any architectural, design, or maintenance criteria or standards. Failure by the Association or by any Owner to enforce any restriction, condition, covenant, reservation, lien or charge under the Protective Covenants, the Articles, these Bylaws, any Rules and Regulations or any architectural, design, or maintenance criteria or standards shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE IX

ASSESSMENTS

Section 9.1. Assessments. As more fully provided in the Protective Covenants, each Owner is obligated to pay to the Association Base Assessments and Special Assessments, if any. Any assessments not paid on or before the due date set for payment of the same shall be considered delinquent and shall bear interest from the due date at the rate of the greater of 12% per annum or the legal interest rate as set forth in Section 6.1-330.53 of the Code. In addition, the Owner shall be assessed a reasonable late charge for each delinquency, in an amount which the Association, through the Board of Directors, may impose from time to time. Prior to filing a memorandum of lien, which lien may include amounts for any and all interest accrued, applicable late charges, costs, costs of collection, reasonable attorneys' fees actually incurred and accelerated assessment amounts through the end of the fiscal year, the Association shall give the Owner notice as required by Virginia law advising that such filing shall take place. Prior to foreclosing a lien against any Site, the Association shall give notice to the holders of notes secured by deeds of trust or mortgages on the Site of which the Association has notice as required by Virginia law that the lien will be foreclosed. The Board of Directors may also, in its discretion, initiate a civil suit against a delinquent Owner in accordance with applicable law. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or the Common Improvements or by abandonment of the Owner's Site.

ARTICLE X

AMENDMENTS

Section 10.1. Amendments. These Bylaws may be amended at a regular or special meeting of the Members by a vote of a majority of a quorum of Members present in person or by proxy; however, during the Declarant Control Period, these Bylaws may not be amended without the prior written consent of the Declarant. Furthermore, during the Declarant Control Period, the Declarant may unilaterally amend these Bylaws to effect technical deletions, additions, and revisions that correct, clarify, or further the intent of the Protective Covenants, the Articles or these Bylaws.

Section 10.2. Conflict. If there is any conflict between the Articles and these Bylaws, the Articles shall control; and if there is any conflict between the Protective Covenants and these Bylaws, the Protective Covenants shall control.

ARTICLE XI

MISCELLANEOUS

Section 11.1. Books and Records. The books, records and papers of the Association shall be subject to inspection by any Member or Owner during reasonable business hours upon 5 business days written notice; however, the Board of Directors may withhold books and records of the Association from inspection to the extent that they concern personnel records, medical records, records relating to business transactions currently in negotiation, privileged communications with legal counsel, complaints against an Owner or Member of the Association or other content protected by applicable law. Additionally, the Protective Covenants, the Articles, the Bylaws, the Rules and Regulations and any architectural, design, or maintenance criteria or standards of the Association shall be available for inspection by any Member or Owner during regular business hours at the principal office of the Association, where copies may be purchased at a reasonable cost.

Section 11.2. Fiscal Year. The fiscal year of the Association shall be determined by the Board of Directors.

Section 11.3. Interpretation. These Bylaws shall be governed and construed in accordance with the laws of the Commonwealth of Virginia.

Section 11.4. Invalidity. The invalidity of any part of the Bylaws shall not impair or affect the validity, enforceability, or effect of the remaining part of these Bylaws.

Section 11.5. Captions. The captions used in these Bylaws are for reference only and do not define, limit, or describe the provisions of these Bylaws.

Section 11.6. Genders. The use of the masculine gender in these Bylaws shall be deemed to include the other genders and the use of the singular shall be deemed to include the plural, whenever the context requires.

EXHIBIT A

Number of Votes: _____

PROXY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned [does] [do] hereby constitute and appoint _____, _____ and _____, any one of whom may act, [my] [our] true and lawful attorney[s] to vote as proxy for and on behalf of the undersigned Member of the Bell Creek Property Owners' Association (the "Association"), at the meeting of the Members of the Association to be held at _____, _____, _____, Virginia, at ___:___ on _____, ___, 20___, or at any adjournment thereof, with all the power the undersigned would possess if personally present.

This is a limited power of attorney valid only for the meeting herein identified and may be withdrawn by the undersigned if present at the meeting.

Date: _____, 20__

Name of Member

By: _____

Title: _____

Witness: _____

EXHIBIT B**PROXY OF DIRECTOR**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned does hereby constitute and appoint _____, my true and lawful attorney to vote as proxy for and on behalf of the undersigned Director of the Board of Directors of the Bell Creek Property Owners' Association (the "Association"), at the meeting of the Board of Directors of the Association to be held at _____, _____, _____, Virginia, at ___:___ on _____, ___, 20___, or at any adjournment thereof, with all the power the undersigned would possess if personally present to vote upon all matters of the Board of Director.

This is a limited power of attorney valid only for the meeting herein identified and may be withdrawn by the undersigned if present at the meeting.

Date: _____, 20___

Name of Director

Witness: _____

EXHIBIT E
ADDITIONAL REAL PROPERTY

GRACE WYSOR TRACT:

ALL that certain piece or parcel of land lying and being in Hanover County, Virginia, now or formerly in Henry District thereof, containing 67.263 acres, with any and all improvements thereon and appurtenances thereto belonging, as shown by a plat of survey dated June 16, 1961, made by Wm. Hugh Redd, Land Surveyor, being located on the Northern line of Rt. 627 and on the Western line of Rt. 710 near where it intersects with Rt. 627, and further to the North lying on both sides of Rt. 710, being property described as the property of the estate of Rosa Taylor. A copy of said plat of survey is recorded in the Clerk's Office, Circuit Court, Hanover County, Virginia, in Deed Book 338, page 81.

LESS AND EXCEPT that portion conveyed to the Commonwealth of Virginia, dated March 8, 1967, recorded June 20, 1967 in Deed Book 267, page 175.

LESS AND EXCEPT 9.64 acres conveyed to the Trustees for the Benefit of Dover Baptist Association, dated August 21, 1974, recorded September 4, 1974 in Deed Book 373, page 181.

LESS AND EXCEPT 5.0 acres conveyed to Warren L. Connock, et. als., dated March 27, 1998, recorded April 6, 1998 in Deed Book 1338, page 634.

GRACE WYSOR AND EDWIN WYSOR TRACT:

ALL that certain lot, piece or parcel of land with improvements thereon and appurtenances thereto belonging, lying and being in Henry District, Hanover County, Virginia, containing 56-1/2 acres, more or less, and bounded and described as follows:

Bounded on the north by the land now or formerly of Robert W. Timberlake, on the east by the land now or formerly of Mrs. Virginia Wingfield, on the south by the land now or formerly of Rosa Taylor, and on the west by the land now or formerly of the Thomas E. Meredith Estate; which property is shown as 55 acres on a plat of survey by William Hugh Redd, Surveyor, dated May 9, 1958, a copy of which is recorded in the Clerk's Office, Circuit Court, Hanover County, Virginia, in Deed Book 204, page 574.

LESS AND EXCEPT that portion conveyed to the Commonwealth of Virginia dated March 8, 1967, recorded June 20, 1967, in Deed Book 267, page 175.

GAYNELLE WELLS TRACT:

ALL that certain lot, piece or parcel of land lying and being in Henry District, Hanover County, Virginia, containing 28.42 acres which is shown as Parcel 'A' on plat of survey by Paul N. Sharp, Certified Land Surveyor, dated October 24, 1988, a copy of which is recorded in Deed Book 755, page 359 and

to which reference is made for a more particular description. This conveyance includes all of the grantors rights in and to the 20 foot easement extending from the southeast corner of this parcel to State Route 710 as shown on the aforesaid plat.

LESS AND EXCEPT that portion conveyed to Frank H. Wells, Sr., by Deed dated December 19, 1994 and recorded December 28, 1994, in the Clerk's Office, Circuit Court, Hanover County, Virginia, in Deed Book 1104, page 516.

JOHN KORMAN, III TRACT:

Parcel I

ALL that certain tract or parcel of land, with all improvements thereon and appurtenances thereto belonging, lying and being in Henry District, Hanover County, Virginia, containing 94 acres, more or less, on the northern side of the road running from Shady Grove Church to Pole Green; the said 94 acres being all of the 100 acre tract of land shown and marked "A. Baskett" on that certain plat of survey made by J. S. Wingfield, dated December 3, 1908, said plat being recorded in Plat Book 5, page 63, plat #4; LESS and EXCEPT that parcel of 6 acres conveyed to A. B. Gravatt by deed from Alonzo Baskett and wife, recorded in Deed Book 68, page 344, plat of said 6 acres being recorded in Plat Book 6, page 211, plat #2, all in the Clerk's Office of the Circuit Court of Hanover County, Virginia.

Parcel II

ALL that certain piece or parcel of land containing 26.5 acres of land lying in Henry (formerly Mechanicsville) District, Hanover County, Virginia, and fronting on the north line of Route 627 and bound on the west, now or formerly by other land of the Grantor, on the north by the land, now or formerly of Simon Bagby, and on the east by the land, now or formerly of William Holloway and being all as shown on a plat of survey made by Robert L. Downing, Certified Land Surveyor, dated May 28, 1968, a copy of which plat is recorded in the Clerk's Office of the Circuit Court of Hanover County, Virginia, immediately following the Deed recorded in Deed Book 279, page 121.

HENRY SHIELD TRACT:

ALL that certain tract, piece or parcel of land, lying and being in Henry Magisterial District, Hanover County, Virginia, containing 13 acres, more or less, and more particularly described on plat of survey by Paul N. Sharp, Certified Land Surveyor, dated September 4, 1979, a copy of which is attached to and recorded with the Deed in Deed Book 477, page 135.

LESS AND EXCEPT that certain 1.0 acres, more or less, parcel conveyed to M. W. Selater Builder, Inc., a Virginia corporation, by ADD-ON Deed from William L. Donati, Sr. and Christine C. Donati, husband and wife, and Granville Kirk Harris and Janice S. Harris, husband and wife, dated March 8, 1996, recorded March 18, 1996, in Deed Book 1174, page 364.

AND FURTHER LESS AND EXCEPT all the property contained within the bounds of pond shown on the aforesaid survey, the said pond acreage having perhaps been conveyed by George A. Meredith and Lillie Meredith, his wife, to Floyd O. Meredith by Deed dated July 3, 1956, recorded June 17, 1957, in Deed Book 178, page 458, in the aforesaid Clerk's Office.

HENRY SHIELD TRACT:

PARCEL I

ALL that certain lot, piece or parcel of land, lying and being in Henry Magisterial District, Hanover County, Virginia, containing three acres, more or less, and bounded as follows:

On the N. by the lands of Thomas Meredith, running on said line 105 yards, on the E. by lands of Thomas P. Gentry 140 yards, on the S. by lands of Thomas Gentry running on said line 105 yards and on the W. by lands of Mrs. Louisa Carter, running on said line 140 yards, being the same land conveyed by deed dated February 28th, 1879, Edward Brookins and Frank Brookins, recorded in D.B. 11, p. 702, Hanover Circuit Court.

PARCEL II

ALL that certain lot or parcel of land containing four acres, more or less, conveyed by Mary E. Meredith to Susan Brookens by deed Dated February 19, 1895, recorded in D.B. 34, p. 47, Hanover Circuit Court.

PARCEL III

ALL that certain lot or parcel of land containing three acres, more or less, being the same land conveyed to Robert Brookins by Mary E. Meredith by deed dated October 25, 1893, recorded in D.B. 32, p. 199, Hanover Circuit Court for a full description of the aforesaid tracts of land special reference is hereby made for the aforesaid deeds.

W. A. BEASLEY TRACT:

ALL that certain tract of land lying and being in Henry District, Hanover County, Virginia, North of State Rt. 710 containing 57.7 acres, more or less, as shown on plat of survey by Ruffin P. Butler, C.L.S., dated April 19, 1980, a copy of which is recorded in the Clerk's Office, Circuit Court, Hanover County, Virginia, in Deed Book 479, at page 149, and to which plat reference is made for a more particular description of said property.

TOGETHER with a 20' easement of right of way for ingress and egress to and from said tract from State Rt. 710 per plat attached to a certain Agreement between Grace W. Wysor and W. A. Beasley recorded October 2, 1981 in Deed Book 501, page 354.

LESS AND EXCEPT 2.0 acres conveyed by W. A. Beasley and Catherine H. Beasley, his wife, to Linwood R. Adams and Brenda B. Adams, his wife, by deed dated September 15, 1981 and recorded October 2, 1981, Clerk's Office aforesaid, in

Deed Book 501, page 358.

BEING the same real estate conveyed to The Hanover Group, L.L.C., by deeds from Grace W. Wysor dated January 10, 2001, Edwin S. Wysor and Grace W. Wysor dated January 10, 2001, Gaynelle M. Wells dated January 18, 2001, John Korman, III, Trustee of the John Korman, Jr. Irrevocable Trust dated March 31, 1992, Henry A. Shield dated January 9, 2001, Henry A. Shield dated January 9, 2001, and W. A. Beasley and Catherine H. Beasley dated January 10, 2001, recorded January 19, 2001, in the Clerk's Office, Circuit Court, Hanover County, Virginia, in Deed Book 1618, page 390, Deed Book 1618, page 393, Deed Book 1618, page 396, Deed Book 1618, page 398, Deed Book 1618, page 402, Deed Book 1618, page 404 and Deed Book 1618, page 406, respectively.

W. A. BEASLEY TRACT II:

ALL that certain lot, piece or parcel of land, lying and being in Hanover County, Virginia, containing 2.00 acres, together with a twenty (20) foot easement for ingress and egress, all as shown on a certain plat of survey by Ruffin P. Butler, Certified Land Surveyor, dated April 19, 1980, revised June 27, 1981, entitled "Plat of Survey of a Parcel of Land Situated North of Route No. 710 in Hanover County, Virginia," a copy of which plat is attached hereto, made a part hereof, and to which reference is hereby made for a more particular description.

LESS AND EXCEPT the Property containing 173.369 acres described on Exhibit A to these Protective Covenants, which 173.369 acres are being submitted to the terms and conditions of the Protective Covenants simultaneously herewith.

INSTRUMENT #020015047
RECORDED IN THE CLERK'S OFFICE OF
HANOVER ON
JULY 10, 2002 AT 01:17PM
FRANK D. HARGROVE, JR., CLERK

BY:  (DC)



2002110500001420 020024762
Hanover County Circuit Court
11/5/2002 1:44:00 PM LR AMEND

THIS DOCUMENT PREPARED BY:

Florance, Gordon and Brown
909 East Main Street
800 Mutual Building
Richmond, VA 23219

GPIN Nos.: 8715-37-9793
8715-57-1316
8715-48-8294
8715-58-3677
8715-79-1704
8716-61-2008
8716-71-2482

AMENDMENT TO BELL CREEK PROTECTIVE COVENANTS

THIS AMENDMENT TO BELL CREEK PROTECTIVE COVENANTS (the "Amendment") is made this 9th day of October, 2002, by **THE HANOVER GROUP, L.L.C.**, a Virginia limited liability company (the "Declarant" and a "grantor" for indexing purposes).

RECITALS

WHEREAS, Declarant made the Declaration of Bell Creek Protective Covenants (the "Protective Covenants") on July 1, 2002, recorded July 10, 2002 in the Clerk's Office of the Circuit Court of Hanover County, Virginia in Deed Book 1866, page 789.

WHEREAS, Declarant desires to amend the Protective Covenants.

DECLARATION

NOW, THEREFORE, DECLARANT hereby amends the Protective Covenants as follows:

1. The term "Residential" is hereby inserted between the terms "AR" and "Common" in the first sentence of subsection (f) of Section 1.1.

2. The term "Residential" is hereby inserted between the terms "AR" and "Common Area" and between the terms "AR" and "Common Improvements" in the first sentence of subsection (g) of Section 1.1.

3. The term "Common" is hereby inserted between the terms "Commercial" and "Improvements" in the first sentence of subsection (l) of Section 1.1.

4. The term "Residential" is hereby inserted between the terms "AR" and "Common Area" and between the terms "AR" and "Common Improvements" in the first sentence of Section 2.6.

5. The term "Residential" is hereby inserted between the terms "AR" and "Common Improvements" in the second sentence of Section 2.6.

6. Section 3.4 is hereby deleted in its entirety and replaced with the following:

Section 3.4. Board of Directors. During the Declarant Control Period, the Board of Directors shall consist of at least 3 directors which Declarant shall be entitled to elect, notwithstanding the voting rights set forth in Section 3.3 of this Article. Upon the expiration of the Declarant Control Period, the Board of Directors shall consist of 5 directors. The Commercial Association shall be entitled to elect 3 of the directors of the Board of Directors, the SF Residential Association shall be entitled to elect 1 of the directors of the Board of Directors and the AR Residential Association shall be entitled to elect 1 of the directors of the Board of Directors. Any vacancy in the Board of Directors created by the death, resignation or removal of a director shall be filled by a person appointed by the Declarant if such vacancy occurs during the Declarant Control Period or by the president of the Member which elected the vacating director if the vacancy occurs after the Declarant Control Period.

7. The phrase "without the necessity of compliance" is hereby deleted from the fourth sentence of Section 3.11.

8. Subsection (c) of Section 4.5 is hereby deleted in its entirety and replaced with the following:

(c) each undeveloped Commercial Site, but such exemption shall be only for a period of 1 year from the date of recordation in the Clerk's Office of the deed conveying the Commercial Site from the Declarant to the Commercial Owner. A Commercial Site shall be deemed "undeveloped" if the construction of building improvements on the Commercial Site has not commenced;

9. Subsection (d) of Section 4.5 shall be renumbered as subsection (e).

10. The following shall be inserted as subsection (d) of Section 4.5:

(d) each SF Residential Site and AR Residential Site but such exemption shall be only until a certificate of occupancy is issued by the County of Hanover for such SF Residential Site or AR Residential Site; and

11. The third sentence of Section 4.7 is hereby deleted in its entirety and replaced with the following:

The real and personal property taxes and other charges assessed against the Commercial Common Area and Commercial Common Improvements shall be paid by the Commercial Association.

12. The term "Commercial" in the fourth sentence of Section 4.7 is hereby deleted and replaced with the term "SF Residential".

13. The phrase " guests and invitees" is hereby deleted from the first sentence of subsection (i) of Section 6.1.

14. The term "use" is hereby inserted between the terms "installation," and "and" in the first sentence of Section 8.5.

15. The phrase "and Sites" in the first sentence of Section 8.5 is hereby deleted.

16. The term "and" is hereby inserted between the terms "SF Residential Common Area," and "AR Residential Common Area" in the first sentence of Section 8.5.

17. The first sentence of Section 8.5 is hereby deleted in its entirety and replaced with the following:

Easements over the Common Area, Commercial Common Area, SF Residential Common Area, AR Residential Common Area and Sites for the construction, installation, maintenance, and use of electric, telephone, cable television, water, gas, storm sewer, drainage and sanitary sewer lines and facilities and any other utilities are hereby reserved by the Declarant for itself and the Association, together with the right to grant and transfer the same; provided, however, no such easement shall (i) unreasonably interfere with the development, use and occupancy, (ii) unreasonably affect access to or operation, or (iii) materially increase the operating costs, of any Common Area, Commercial Common Area, SF Residential Common Area, AR Residential Common Area or Site.

18. The term "SR" in the fourth sentence of subsection (b) of Section 9.1 is hereby deleted and replaced with the term "SF".

19. The term "Residential" is hereby inserted between the terms "AR" and "Common" in the fifth sentence of subsection (b) of Section 9.1.

20. The third sentence of Section 10.7 is hereby deleted in its entirety and replaced with the following:

All employees, tenants, assignees and licensees shall be conclusively deemed to have notice of and to have agreed to and be bound by all terms, conditions, covenants, restrictions and provisions of these Protective Covenants, and each Owner shall be responsible for advising all employees, tenants, assignees and licensees of these Protective Covenants.

21. The Shoppes at Bell Creek, LLC, the owner of Lot 2, Block B, Bell Creek Park, and Reginald B. Chenault, Jr., the owner of 1.073 acres, being a portion of Block D, Bell Creek Park, join in this Declaration to consent to the amendment of the Protective Covenants as provided herein with respect to the properties owned thereby.

22. The sole acting trustee joins herein for the sole purpose of subordinating the lien, dignity and priority of the deed of trust, assignment of leases and security agreement dated January 19, 2001 recorded in the Clerk's Office, Circuit Court of Hanover County, Virginia in

Deed Book 1018, at page 420, and the amendments thereto to this Amendment. Union Bank and Trust Company joins herein for the sole purpose of consenting to the trustee's actions.

23. This Amendment may be executed in counterparts, each and all of which shall be deemed to be one original.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed by its duly authorized member, The Shoppes at Bell Creek, LLC has caused this Amendment to be executed by its duly authorized Manager, Reginald B. Chenault, Jr. has executed this Amendment, _____ has executed this Amendment and Union Bank and Trust Company has caused this Amendment to be executed by its duly authorized representative.

The Hanover Group, L.L.C., a Virginia limited liability company

By: HAS Limited Partnership Number One, a Virginia limited partnership, Sole Member

By: The Shield Company, a Virginia corporation, General Partner

By: Henry A. Shield
Henry A. Shield, President

The Shoppes at Bell Creek, LLC, a Virginia limited liability company

By: Henry A. Shield
Henry A. Shield, Manager

Reginald B. Chenault, Jr.
Reginald B. Chenault, Jr.

[Signature]
_____, Sole Acting Trustee

LENDER:

UNION BANK AND TRUST COMPANY

By: John M. Randolph
Title: Senior Vice President

STATE OF VIRGINIA,

City OF Richmond, to wit:

The foregoing instrument was acknowledged before me this 9th day of October, 2002 by Henry A. Shield as President on behalf of The Shield Company, a Virginia corporation and General Partner of HAS Limited Partnership Number One, a Virginia limited liability company and Sole Member of The Hanover Group, L.L.C., a Virginia limited liability company.

My commission expires: June 30, 2003.

Yandea B. Dow
Notary Public



STATE OF VIRGINIA,

City OF Richmond, to wit:

The foregoing instrument was acknowledged before me this 9th day of October, 2002 by Henry A. Shield as Manager on behalf of The Shoppes at Bell Creek, LLC, a Virginia limited liability company.

My commission expires: June 30, 2003.

Yandra B. Dow
Notary Public

STATE OF VIRGINIA,

County OF Hanover, to wit:

The foregoing instrument was acknowledged before me this 10th day of October, 2002 by Reginald B. Chenault, Jr.

My commission expires: March 31, 2004.

Shirley Sumner
Notary Public

STATE OF VIRGINIA,

County OF Hanover, to wit:

The foregoing instrument was acknowledged before me this 30th day of October, 2002 by John C. Neal as sole acting trustee.

My commission expires: 2-28-06.

Shirley I. Collier
Notary Public

STATE OF VIRGINIA,

County OF Hanover, to wit:

The foregoing instrument was acknowledged before me this 24th day of October, 2002 by John M. Randolph as Senior Vice President on behalf of Union Bank & Trust Company

My commission expires: 2-28-06

Dwenda J. Colledge
Notary Public

REVISIONS/HANOVER GROUP/PROTECTIVE COVENANTS/AMENDMENT TO BELL CREEK PROTECTIVE COVENANTS

INSTRUMENT #020024762
RECORDED IN THE CLERK'S OFFICE OF
HANOVER ON
NOVEMBER 5, 2002 AT 01:44PM
FRANK D. HARGROVE, JR., CLERK
BY: Susan W. Welch (DC)

NOTES:
 OWNER/DEVELOPER THE HANOVER GROUP, L.L.C.
 6733 PATTERSON AVE
 RICHMOND, VA 23226

DEDICATED RIGHT OF WAY OF VERD1 LANE: 0.996 ACRES
 TOTAL SUBDIVISION AREA: 41.083 ACRES
 AREA IN LOTS: RESIDENTIAL= 23.094
 AREA IN ROADS: 8.051 ACRES
 AREA IN OPEN/Common SPACE: 9.944 ACRES
 AREA IN WETLAND AREA: 3.096 ACRES
 AREA IN NON-WETLAND AREA: 6.629 ACRES
 TOTAL NUMBER OF BLOCKS: 5
 TOTAL NUMBER OF LOTS: 100
 NUMBER OF LOTS IN BLOCKS:

BLOCK A: 78 LOTS
 BLOCK B: 10 LOTS
 BLOCK C: 1 LOTS
 BLOCK D: 7 LOTS
 BLOCK E: 4 LOTS



PRESENT ZONING: RS
 TAX PARCEL #: GPN 8715-79-1704, 8716-61-2006, 8716-71-2482
 ADJACENT ZONING: M-1, RS
 TRAFFIC ZONE: 1764

F.E.M.A. MAP REF # 510237-0340A, ZONE C-AREA OF MINIMAL FLOODING, EXCEPT WHERE NOTED - ZONE A3 - AREA OF 100YR FLOOD, BASE FLOOD ELEVATIONS AND FLOOD HAZARD FACTORS DETERMINED.

PROPOSED USE: RESIDENTIAL LOTS
 PROPOSED WATER: PUBLIC; 34,850 GPD
 PROPOSED SEWER: PUBLIC; 34,850 GPD

ENTIRE SUBDIVISION FALLS WITHIN RMA (RESOURCE MANAGEMENT AREA) - UNLESS OTHERWISE NOTED.

CONTACT: H.B. WEATHERFORD, III, L.S.
 804-550-9229

LEGEND
 WETLANDS
 APPROXIMATE LOCATION OF 100 YEAR FLOODPLAIN

CONDITIONAL SUBDIVISION APPROVAL DATE - JUNE 7, 2001.

SOURCE OF TITLE
 THE PROPERTY EMBRACED WITHIN THE LIMITS OF THIS SUBDIVISION IS THE PROPERTY CONVEYED TO THE HANOVER GROUP, LLC FROM GRACE W. WYSSOR BY DEED DATED JANUARY 10, 2001, RECORDED JANUARY 19, 2001 IN DEED BOOK 1818, PAGE 390. FROM FROM EDWIN S. & GRACE W. WYSSOR BY DEED DATED JANUARY 10, 2001, RECORDED JANUARY 19, 2001 IN DEED BOOK 1818, PAGE 393. FROM M.A. & CATHERINE M. BEASLEY BY DEED DATED JANUARY 10, 2001, RECORDED JANUARY 19, 2001 IN DEED BOOK 1818, PAGE 406, IN THE CLERK'S OFFICE, HANOVER CIRCUIT COURT, HANOVER COUNTY, VIRGINIA.

OWNER'S STATEMENT
 THE SUBDIVISION OF LAND SHOWN ON THIS PLAT, KNOWN AS "THE BLUFFS AT BELL CREEK - SECTION I", AS IT APPEARS ON THIS PLAT IS WITH THE FREE WILL AND CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS, PROPRIETORS, AND TRUSTEES, IF ANY, AND THE PURCHASERS OF TRACTS IN THIS SUBDIVISION ARE HEREBY NOTIFIED THAT THE ROADWAYS AND EASEMENTS ARE OF THE WIDTH AND EXTENT SHOWN ON THIS PLAT.

OWNER: H. Anderson Shield
 H. ANDERSON SHIELD, MANAGING MEMBER
 THE HANOVER GROUP, LLC
 DATE: 6/21/02

STATE OF VIRGINIA
 COUNTY OF HANOVER
 TO WIT: I, Kristina A. Antos
 A NOTARY PUBLIC IN AND FOR THE STATE OF VIRGINIA, DO HEREBY CERTIFY THAT H. Anderson Shield WHOSE NAME IS UNDERSIGNED TO THE OWNER'S STATEMENT, BEARING THE DATE OF 6/21/02 HAS ACKNOWLEDGED THE SAME BEFORE ME IN MY COUNTY AND STATE AFORESAID GIVEN UNDER MY HAND AND SEAL THIS 21st DAY OF June, 2002.

Kristina A. Antos
 NOTARY PUBLIC
 MY COMMISSION EXPIRES 6/5/06

TRUSTEE: William Beale
 G WILLIAM BEALE,
 UNION BANK & TRUST COMPANY
 DATE: 6/21/02

STATE OF VIRGINIA
 City of Fredericksburg
 TO WIT: I, Victoria W. Koch
 A NOTARY PUBLIC IN AND FOR THE STATE OF VIRGINIA, DO HEREBY CERTIFY THAT G. William Beale WHOSE NAME IS UNDERSIGNED TO THE OWNER'S STATEMENT, BEARING THE DATE OF 6/21/02 HAS ACKNOWLEDGED THE SAME BEFORE ME IN MY COUNTY AND STATE AFORESAID GIVEN UNDER MY HAND AND SEAL THIS 21st DAY OF June, 2002.

Victoria W. Koch
 NOTARY PUBLIC
 MY COMMISSION EXPIRES 6/20/03



VICINITY MAP
 1" = 2000'

INSTRUMENT 002001028
 RECORDED IN THE CLERK'S OFFICE OF
 HANOVER ON
 JULY 10, 2002 AT 12:00PM
 FRANK D. HARGROVE, JR., CLERK
 BY: [Signature]

SURVEYOR'S CERTIFICATE
 TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL OF THE REQUIREMENTS AS SET FORTH IN THE ORDINANCE FOR APPROVING PLATS OF SUBDIVISION FOR RE-CORDATION IN HANOVER COUNTY, VIRGINIA, HAVE BEEN COMPLIED WITH.

Howard B. Weatherford, III
 HOWARD B. WEATHERFORD, III
 LAND SURVEYOR, NO. 26610

APPROVAL
 APPROVED
 HANOVER CO. PLANNING DIRECTOR
[Signature]
 DATE

REVISIONS
 REVISED 06/19/02



THE BLUFFS AT BELL CREEK
 SECTION I
 HENRY DISTRICT
 HANOVER COUNTY, VIRGINIA
 DATE: 08/21/01 SCALE: AS SHOWN
 P.N. 98055 B03
 SHEET 1 OF 11

RESOURCE
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Revision Data
Revised July 1, 2000
July 20, 2000
August 25, 2000
September 21, 2000
October 11, 2000

Revision Data
Revised July 1, 2000
July 20, 2000
August 25, 2000
September 21, 2000
October 11, 2000

By William R. Shelton
William R. Shelton
By Hollie B. Shelton
Hollie B. Shelton

WILLIAM R. AND HOLLIE B. SHELTON
JOHN KORMAN, III, TRUSTEE OF JOHN
KORMAN JR. IRREVOCABLE TRUST
EDWIN S. AND GRACE W. WYSOR
FRANK H. AND GAYNELLE M. WELLS
HENRY A. SHIELD
WILMER A. AND CATHERINE H. BEASLEY

COMMONWEALTH OF VIRGINIA
COUNTY OF HANOVER, to-wit:

I, the undersigned Notary Public, in and for the state and county aforesaid, do hereby certify that William R. Shelton appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 25th day of Oct., 2000.

[Signature]
NOTARY PUBLIC

My commission expires:

COMMONWEALTH OF VIRGINIA
COUNTY OF HANOVER, to-wit:

I, the undersigned Notary Public, in and for the state and county aforesaid, do hereby certify that Hollie B. Shelton appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 25th day of Oct., 2000.

[Signature]
NOTARY PUBLIC

My commission expires: 06/30/01.

13-200402-PROFFERS-NOTARY PUBLIC
10/29/2000 9:27 AM

By [Signature]
Attorney-in-Fact

COMMONWEALTH OF VIRGINIA
COUNTY OF PRINCE WILLIAM, to-wit:

I, the undersigned Notary Public, in and for the state and county aforesaid, do hereby certify that John H. Foote, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 19th day of October, 2000.

[Signature]
NOTARY PUBLIC

My Commission Expires: 7/20/04



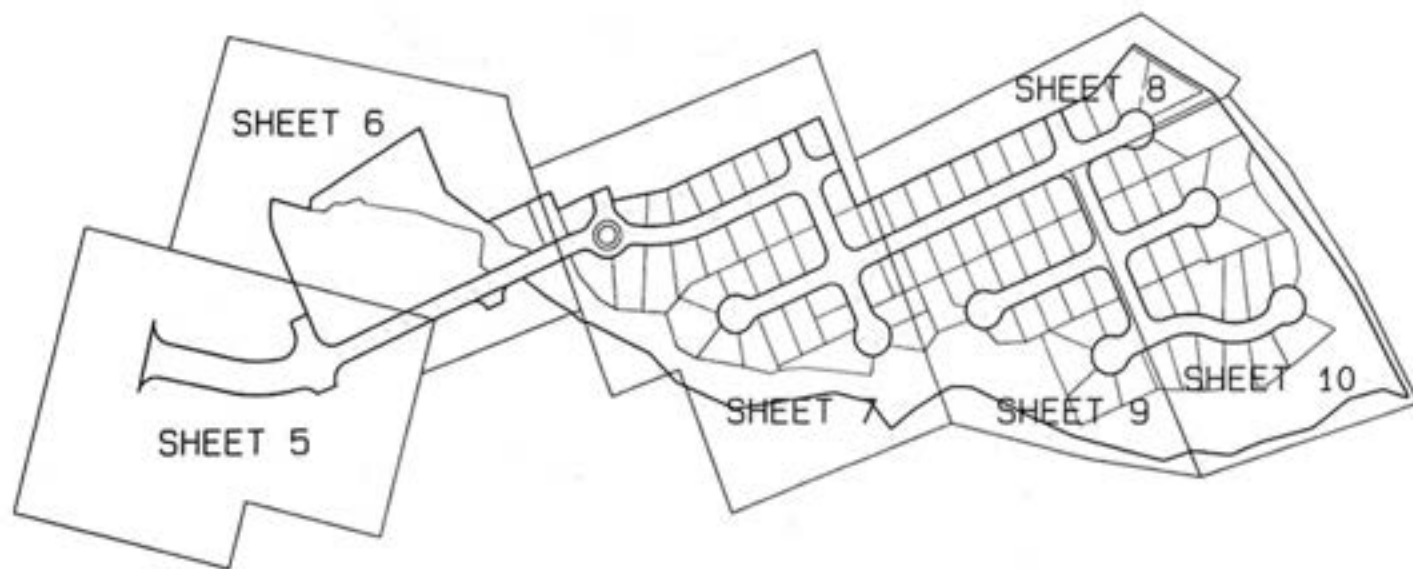
THE BLUFFS AT BELL CREEK
SECTION I

HENRY DISTRICT
HANOVER COUNTY, VIRGINIA
DATE: 08/21/01 SCALE: AS SHOWN
P.N. 98055.803

SHEET 4 OF 11

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NAD 83
STATE PLANE



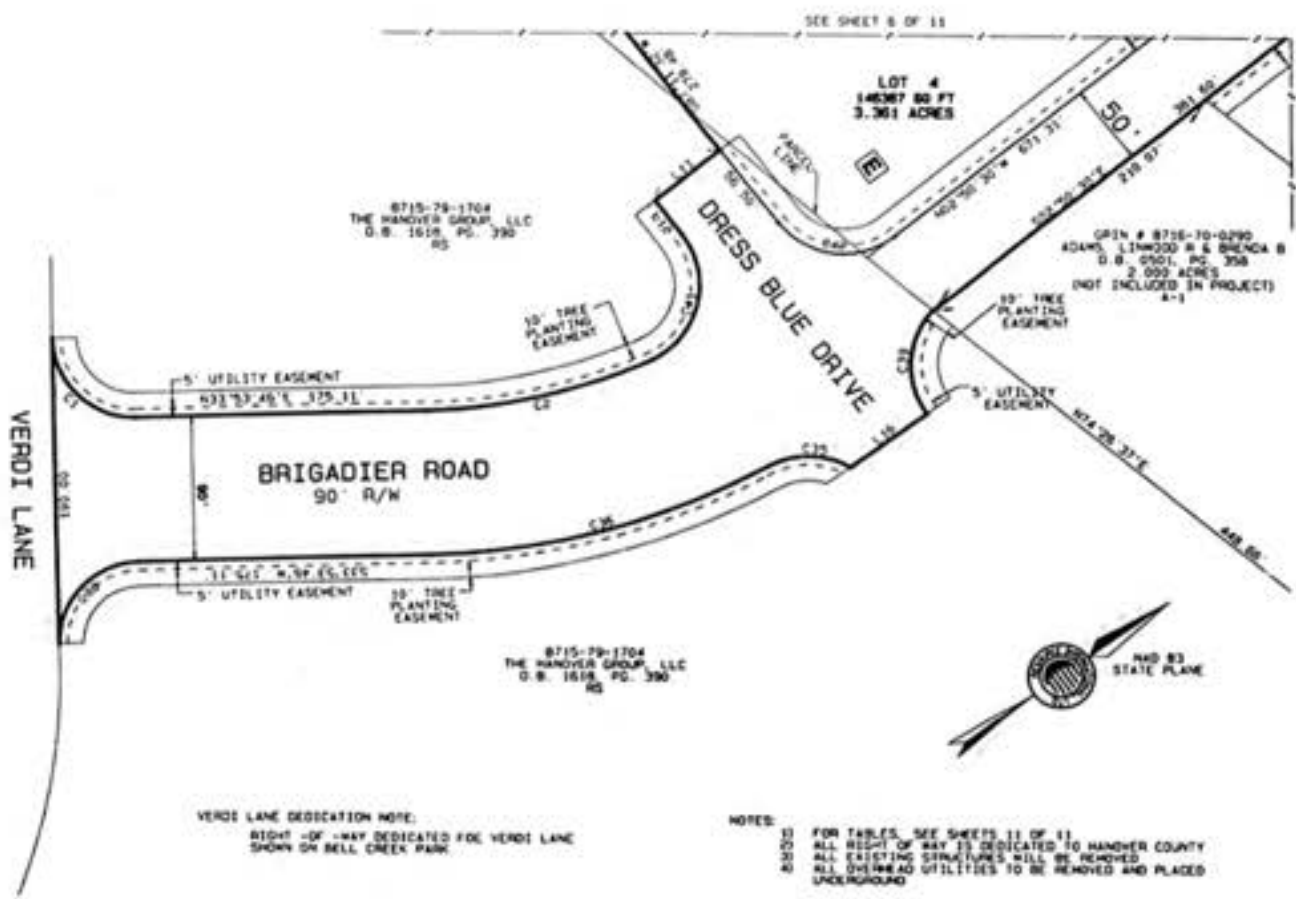
**THE BLUFFS AT BELL CREEK
SECTION I**

HENRY DISTRICT
HANOVER COUNTY, VIRGINIA
DATE: 08/21/01 SCALE: 1" = 200'
P.L. 90552-803
SHEET 04 OF 11



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VERDRI LANE DEDICATION NOTE:
RIGHT-OF-WAY DEDICATED FOR VERDRI LANE
SHOWN ON BELL CREEK PARK.

- NOTES:
- 1) FOR TABLES, SEE SHEETS 11 OF 11
 - 2) ALL RIGHT-OF-WAY IS DEDICATED TO HANOVER COUNTY
 - 3) ALL EXISTING STRUCTURES WILL BE REMOVED
 - 4) ALL OVERHEAD UTILITIES TO BE REMOVED AND PLACED UNDERGROUND

LEGEND

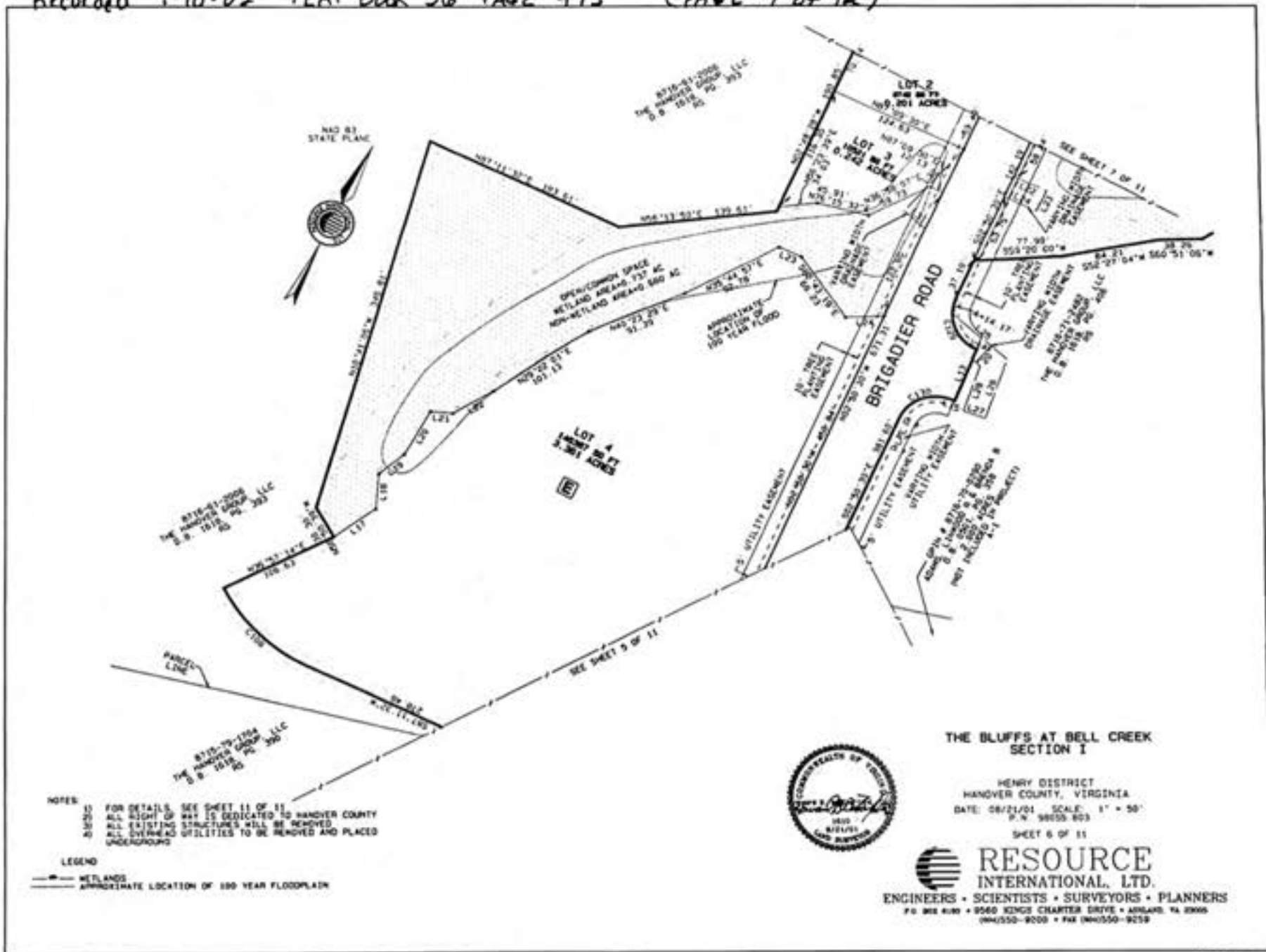
- WETLANDS
- - - - - APPROXIMATE LOCATION OF 100 YEAR FLOODPLAIN



THE BLUFFS AT BELL CREEK SECTION I

HENRY DISTRICT
HANOVER COUNTY, VIRGINIA
DATE 08/23/01 SCALE 1" = 50'
P.N. 98055 803
SHEET 5 OF 11

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- NOTES
- 1) FOR DETAILS, SEE SHEET 11 OF 11
 - 2) ALL RIGHT OF WAY IS DEDICATED TO HANOVER COUNTY
 - 3) ALL EXISTING STRUCTURES WILL BE REMOVED
 - 4) ALL OVERHEAD UTILITIES TO BE REMOVED AND PLACED UNDERGROUND

LEGEND

- WETLANDS
- APPROXIMATE LOCATION OF 100 YEAR FLOODPLAIN



THE BLUFFS AT BELL CREEK SECTION I

HENRY DISTRICT
 HANOVER COUNTY, VIRGINIA
 DATE: 06/21/01 SCALE: 1" = 50'
 P.N. 98055-803

SHEET 6 OF 11

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NOTES
 1 FOR DETAILS, SEE SHEET 11 OF 11
 2 ALL RIGHTS TO WAY IS DEDICATED TO HANOVER COUNTY
 3 ALL EXISTING STRUCTURES WILL BE REMOVED
 4 ALL STORMWATER UTILITIES TO BE REMOVED AND PLACED OUTSIDE

LEGEND
 WETLANDS
 APPROXIMATE LOCATION OF 100 YEAR FLOODPLAIN
 VARYING WIDTH SIDEWALK EASEMENT

LIMITS OF SECTION I (HEAVY LINE)
 8716-71-2482
 THE HANOVER GROUP, LLC
 D. B. 1618, PG. 406
 85

NOTE:
 M - LOT GRADING PLAN REQUIRED.

THE BLUFFS AT BELL CREEK SECTION I

HENRY DISTRICT
 HANOVER COUNTY, VIRGINIA
 DATE: 08/21/01 SCALE: 1" = 50'
 P.N. 98055.903
 SHEET 7 OF 11

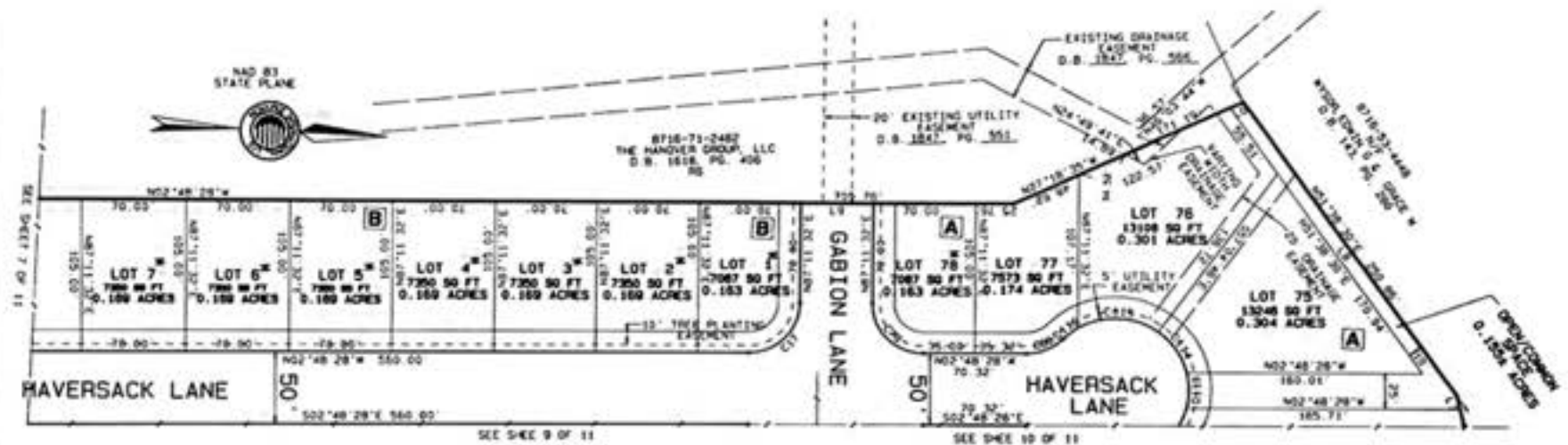


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 (804)550-8200 • FAX (804)550-8258

- NOTES:
- 1) FOR TABLES, SEE SHEETS 11 OF 11
 - 2) ALL RIGHT OF WAY IS DEDICATED TO HANOVER COUNTY
 - 3) ALL EXISTING STRUCTURES WILL BE REMOVED
 - 4) ALL OVERHEAD UTILITIES TO BE REMOVED AND PLACED UNDERGROUND

NOTE:
N - LOT GRADING PLAN REQUIRED.

LEGEND
 WETLANDS
 APPROXIMATE LOCATION OF 100 YEAR FLOODPLAIN



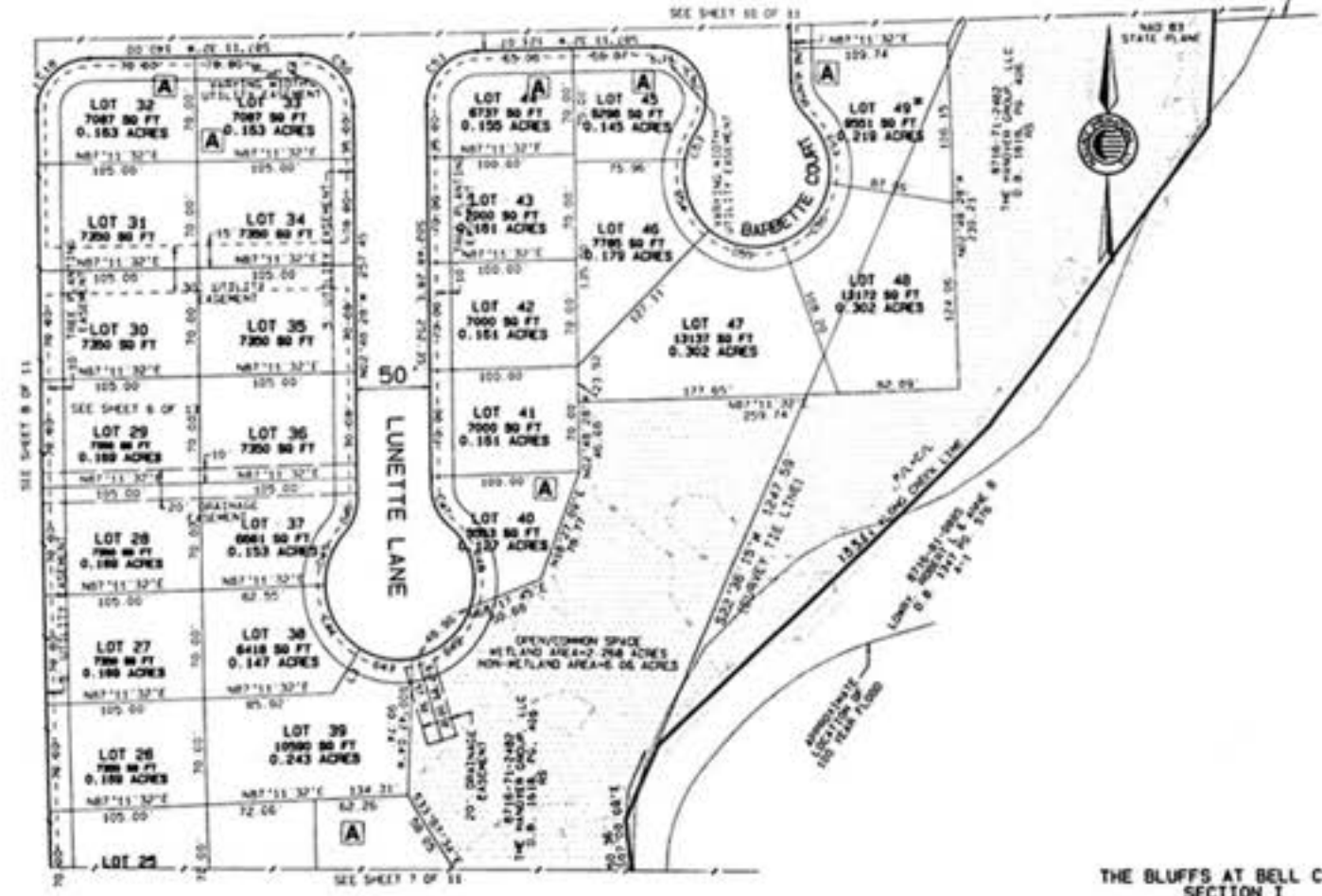
THE BLUFFS AT BELL CREEK
SECTION I

HENRY DISTRICT
HANOVER COUNTY, VIRGINIA
DATE: 08/21/01 SCALE: 1" = 50'
P.N. 99250-823
SHEET 8 OF 11

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(804)550-9100 • FAX (804)550-9159

NOTE:
M - LOT GRADING PLAN REQUIRED.

8718-82-2841
BOULEVARD, MAP N & ANY D
S & S 1340 PG. 713
A-1



NOTES:
FOR TABLES, SEE SHEETS 11 OF 11
ALL RIGHT OF WAY IS DEDICATED TO HANOVER COUNTY
ALL EXISTING STRUCTURES WILL BE REMOVED
ALL OVERHEAD UTILITIES TO BE REMOVED AND PLACED UNDERGROUND

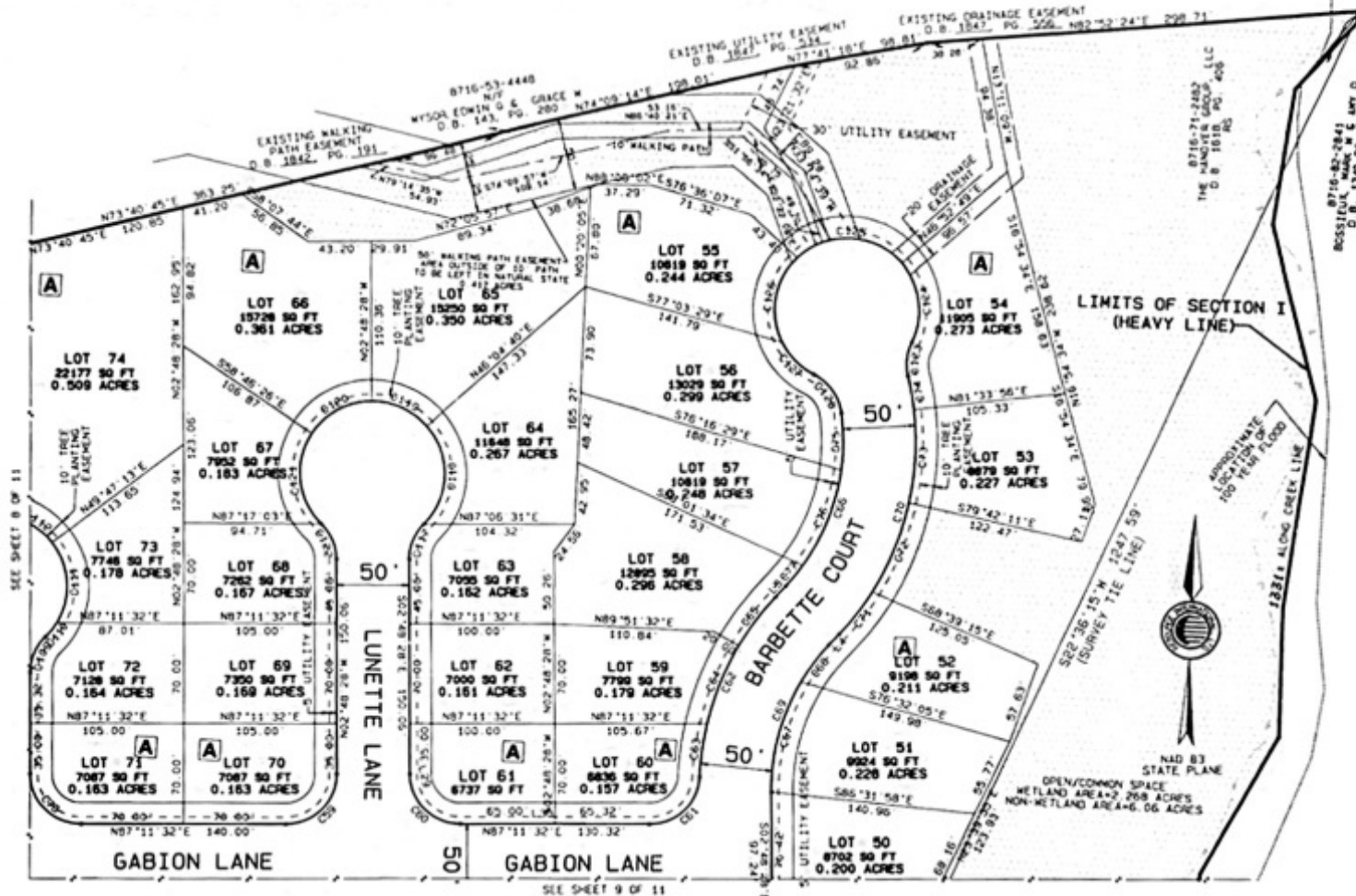
LEGEND
--- WETLANDS
--- APPROXIMATE LOCATION OF 100 YEAR FLOODPLAIN

THE BLUFFS AT BELL CREEK
SECTION I

HENRY DISTRICT
HANOVER COUNTY, VIRGINIA
DATE: 08/21/01 SCALE: 1" = 50'
P.N. 98055 803
SHEET 9 OF 11



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THE BLUFFS AT BELL CREEK SECTION I

HENRY DISTRICT
HANOVER COUNTY, VIRGINIA
DATE: 08/21/01 SCALE: 1" = 50'
P.N. 98055 803
SHEET 10 OF 11



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LEGEND
 WETLANDS
 APPROXIMATE LOCATION OF 100 YEAR FLOODPLAIN

- NOTES:
- 1) FOR DETAILS, SEE SHEET 11 OF 11
 - 2) ALL RIGHT OF WAY IS DEDICATED TO HANOVER COUNTY
 - 3) ALL EXISTING STRUCTURES WILL BE REMOVED
 - 4) ALL OVERHEAD UTILITIES TO BE REMOVED AND PLACED UNDERGROUND

CURVE	ARC	CHORD BEARING	RADIUS	DELTA	CHORD	TANGENT
C1	18.54	S78°53'46"W	50.00	90°05'00"	70.71	50.00
C2	178.17	S22°38'50"W	205.00	22°21'41"	138.28	70.49
C3	52.03	S09°53'24"W	399.42	7°27'47"	211.99	25.05
C4	27.87	S18°15'23"E	35.00	45°47'21"	27.23	14.78
C5	16.37	S33°21'07"E	60.00	25°37'54"	16.37	8.24
C6	34.95	S54°08'27"E	35.00	37°12'32"	33.51	19.09
C7	35.25	S47°14'05"E	205.00	8°58'44"	35.27	17.87
C8	5.89	N89°05'58"W	35.00	5°48'04"	5.88	3.00
C9	22.50	S71°25'13"W	35.00	36°49'33"	22.11	11.65
C10	18.44	S62°04'25"W	60.00	17°47'58"	18.58	9.40
C11	25.27	S50°17'22"W	35.00	41°22'04"	24.72	13.21
C12	198.95	S13°23'58"W	348.21	32°24'48"	194.37	101.21
C13	54.98	S47°48'28"E	35.00	36°00'00"	49.50	35.00
C14	54.98	S42°11'32"E	35.00	30°00'00"	49.50	35.00
C15	54.98	N47°48'28"W	35.00	30°00'00"	49.50	35.00
C16	54.98	S42°11'32"E	35.00	30°00'00"	49.50	35.00
C17	54.98	S47°48'28"E	35.00	30°00'00"	49.50	35.00
C18	54.98	N42°11'32"E	35.00	30°00'00"	49.50	35.00
C19	54.98	N47°48'28"W	35.00	30°00'00"	49.50	35.00
C20	54.98	N42°11'32"E	35.00	30°00'00"	49.50	35.00
C21	29.22	N00°13'54"W	325.00	5°09'08"	29.22	14.82
C22	27.95	N02°12'18"W	35.00	45°05'57"	26.84	14.53
C23	117.90	N24°47'41"E	50.00	125°05'58"	92.42	121.01
C24	117.90	S20°05'22"E	50.00	125°05'57"	92.42	121.01
C25	27.95	S24°53'39"W	35.00	45°05'58"	26.84	14.53
C26	24.73	S00°13'54"E	275.00	5°09'08"	24.72	12.37
C27	54.98	S47°48'28"E	35.00	30°00'00"	49.50	35.00
C28	54.98	N42°11'32"E	35.00	30°00'00"	49.50	35.00
C29	207.78	N12°08'24"E	398.21	29°53'45"	205.31	105.31
C30	34.78	N01°22'43"W	35.00	36°56'01"	33.37	18.98
C31	31.25	N14°35'22"W	60.00	28°50'44"	30.90	15.99
C32	62.87	N30°01'13"E	60.00	60°02'26"	60.04	34.87
C33	34.85	N31°30'46"E	35.00	57°03'20"	33.43	19.02
C34	34.40	N00°01'18"W	349.48	5°36'23"	34.39	17.21
C35	57.54	N39°26'24"E	50.00	65°55'49"	54.41	32.43
C36	212.87	N20°11'08"E	445.00	27°25'16"	210.95	108.57
C37	7.07	S03°22'31"W	60.00	6°45'02"	7.07	3.54
C38	18.54	S11°56'14"E	50.00	36°00'00"	18.54	9.50
C39	89.11	N01°58'52"W	50.00	76°11'42"	83.74	41.35
C40	0.00	N60°00'00"W	375.00	0°00'00"	0.00	0.00
C41	80.95	N40°41'41"W	50.00	104°13'34"	76.52	44.26
C42	18.53	N60°10'31"E	50.00	30°00'00"	18.53	9.50
C43	36.86	N60°18'22"W	50.00	42°14'17"	36.03	19.21
C44	49.16	N30°58'21"W	50.00	56°19'48"	47.20	26.77
C45	37.19	N18°30'02"E	50.00	42°13'05"	36.34	19.54
C46	26.03	N18°30'02"E	35.00	42°13'05"	25.44	13.65
C47	29.05	N18°30'02"E	35.00	42°13'05"	28.18	15.28
C48	89.80	S18°01'31"E	50.00	88°51'21"	86.39	44.05
C49	32.75	S48°25'50"W	50.00	60°23'25"	30.79	16.08
C50	54.98	S47°48'28"E	35.00	30°00'00"	49.50	35.00
C51	54.98	N42°11'32"E	35.00	30°00'00"	49.50	35.00
C52	16.85	N29°54'07"W	35.00	125°48'42"	16.37	8.41
C53	21.49	S20°42'43"W	50.00	34°26'02"	21.29	10.89
C54	22.35	N21°34'48"W	50.00	36°00'00"	22.35	11.17
C55	32.44	N01°54'45"W	50.00	60°00'00"	30.50	15.25
C56	32.36	S37°45'14"W	50.00	36°00'00"	30.00	15.87
C57	48.57	S05°04'35"E	50.00	35°39'41"	46.89	25.42
C58	27.55	S26°21'27"E	35.00	45°05'57"	26.84	14.53
C59	54.98	S42°11'32"E	35.00	30°00'00"	49.50	35.00
C60	54.98	N47°48'28"W	35.00	30°00'00"	49.50	35.00
C61	53.13	S43°41'28"W	35.00	37°00'12"	48.19	23.22
C62	178.98	S20°14'13"W	300.00	45°05'47"	177.12	72.98
C63	37.29	N05°31'42"E	200.00	10°48'45"	37.22	18.63
C64	58.23	N19°21'04"E	200.00	16°53'55"	50.01	28.83
C65	43.46	N34°03'35"E	200.00	17°27'03"	43.38	21.82
C66	130.56	S15°20'58"W	150.00	49°52'15"	128.48	69.74
C67	80.31	S12°32'03"W	150.00	30°41'02"	79.37	41.05
C68	32.49	S34°04'50"W	150.00	12°24'31"	32.42	16.31
C69	112.82	N18°44'19"E	150.00	43°05'35"	110.18	59.23
C70	194.05	N12°29'22"E	200.00	36°26'30"	198.57	105.43
C71	37.56	S34°54'18"W	200.00	10°45'35"	37.50	18.83
C72	67.12	S19°54'40"W	200.00	19°13'41"	66.81	23.88
C73	65.38	S05°55'52"W	200.00	18°43'53"	65.09	32.99
C74	23.89	S11°52'14"E	200.00	6°50'19"	23.87	12.01
C75	39.05	N02°00'44"W	150.00	15°08'48"	39.54	19.94
C76	12.79	N19°27'46"E	150.00	27°48'11"	12.68	37.13
C77	18.17	N36°48'29"E	150.00	6°55'15"	18.11	9.07
C78	54.98	S47°48'28"E	35.00	30°00'00"	49.50	35.00
C79	54.98	N47°11'32"E	35.00	30°00'00"	49.50	35.00
C80	27.55	N25°21'27"W	35.00	45°05'57"	26.84	14.53

EASEMENT TABLE

LINE	BEARING	DISTANCE
L22	N87°09'30"E	31.50
L23	N00°36'24"E	20.04
L24	S87°09'30"W	30.29
L25	N15°08'01"W	62.49
L26	S07°39'29"E	56.77
L27	S62°00'31"W	20.00
L28	N07°39'29"W	43.17
L29	N16°35'32"W	46.54
L30	S89°03'22"W	168.12
L31	N75°44'35"W	24.46
L32	S14°57'12"W	26.83
L33	S33°35'24"E	12.04
L34	N62°14'08"E	83.80

CURVE	ARC	CHORD BEARING	RADIUS	DELTA	CHORD	TANGENT
C81	55.81	S33°23'44"W	60.00	53°17'24"	53.82	30.10
C82	10.09	S18°07'39"W	298.21	10°05'05"	10.00	25.14
C83	27.23	S25°07'44"W	298.21	3°55'05"	27.22	13.62
C84	70.09	S08°02'37"W	298.21	10°05'06"	70.00	25.14
C85	40.37	S02°05'45"W	298.21	5°48'28"	40.25	20.20
C86	10.57	N01°42'24"W	275.00	2°12'08"	10.57	5.26
C87	14.16	N00°32'10"E	275.00	2°57'00"	14.16	7.08
C88	43.91	N27°17'01"E	50.00	50°19'12"	42.51	23.49
C89	55.74	N34°48'57"W	50.00	63°52'43"	52.90	31.17
C90	33.68	N46°03'17"W	50.00	38°35'48"	33.05	17.51
C91	55.34	S47°56'27"W	50.00	63°24'57"	54.56	30.89
C92	47.11	S15°45'39"E	50.00	53°53'15"	45.29	25.47
C93	22.16	S24°36'46"E	35.00	36°17'03"	21.80	11.47
C94	5.38	S02°03'48"E	35.00	8°48'55"	5.38	2.50
C95	196.99	N13°23'56"E	348.21	32°24'48"	194.37	101.21
C96	83.20	N04°02'13"E	348.21	13°41'22"	83.00	41.80
C97	38.53	N06°21'13"E	348.21	6°30'14"	38.51	19.78
C98	16.03	S81°54'08"E	275.00	3°20'25"	16.03	8.02
C99	35.38	N02°05'05"E	299.42	5°04'30"	35.37	17.10
C100	16.85	N01°38'57"W	298.44	2°23'28"	16.85	8.33
C101	27.55	N06°38'33"E	35.00	45°05'57"	26.84	14.53
C102	28.89	N04°56'51"E	50.00	45°42'32"	28.84	21.07
C103	44.17	S66°53'17"E	50.00	50°37'10"	42.75	23.65
C104	89.39	S14°26'26"W	50.00	113°53'29"	83.82	76.84
C105	27.55	N05°15'30"W	35.00	45°05'57"	26.84	14.53
C106	1.08	N48°19'36"W	50.00	1°14'11"	1.08	0.54
C107	51.26	S12°12'32"E	50.00	58°44'21"	49.04	28.14
C108	107.73	N73°49'17"W	195.00	37°58'22"	100.86	53.32
C109	27.55	S19°44'30"W	35.00	45°05'57"	26.84	14.53
C110	12.50	S35°05'34"W	50.00	14°23'49"	12.53	6.32
C111	59.43	S08°09'33"E	50.00	68°08'27"	56.00	33.28
C112	33.26	S29°18'18"E	50.00	38°07'02"	32.65	17.27
C113	25.27	N87°11'32"E	50.00	28°57'18"	25.00	12.91
C114	34.73	N67°49'03"E	50.00	29°47'39"	34.03	18.10
C115	57.57	N00°17'41"W	50.00	66°29'50"	54.78	32.14
C116	12.50	N40°42'31"W	50.00	14°23'49"	12.53	6.32
C117	27.55	S19°44'30"W	35.00	45°05'57"	26.84	14.53
C118	25.24	S05°58'51"E	50.00	36°12'49"	24.74	12.80
C119	42.86	S68°21'54"E	50.00	48°53'08"	41.38	22.73
C120	48.84	N69°12'31"E	50.00	58°37'58"	46.57	28.57
C121	64.66	N04°00'24"E	50.00	74°07'58"	63.70	41.31
C122	27.55	N06°21'13"E	35.00	45°05'57"	26.84	14.53
C123	23.81	S04°15'38"W	35.00	38°08'54"	23.44	12.44
C124	58.42	S08°28'45"E	50.00	64°58'51"	55.16	33.58
C125	80.96	S69°29'54"E	50.00	62°45'27"	77.39	52.47
C126	63.87	N07°38'25"E	50.00	72°53'55"	58.45	36.87
C127	31.82	N47°54'27"W	50.00	36°27'38"	31.28	15.47
C128	14.54	S17°26'39"W	35.00	35°43'03"	14.51	7.50
C129	54.98	N47°48'28"W	35.00	69°57'58"	49.48	34.98
C130	54.98	N47°10'43"E	35.00	30°01'38"	49.51	35.07
C131	1.00	S87°18'05"W	275.00	0°13'14"	1.00	0.53

LINE	BEARING	DISTANCE
L1	S02°48'28"E	25.87
L2	S02°48'28"E	25.00
L3	N30°51'47"E	24.11
L4	N40°17'07"E	10.53
L5	S45°17'07"W	10.53
L6	N06°41'03"W	10.58
L7	N03°00'17"E	8.85
L8	N01°47'10"E	250.82
L9	N02°48'28"W	50.00
L10	N01°07'28"W	50.56
L11	S02°48'28"E	50.00
L12	N87°11'32"E	27.16
L13	S04°50'18"E	50.04
L14	S87°11'29"W	0.18
L15	N87°11'32"E	1.89
L16	S00°18'25"E	56.26
L17	N08°19'30"E	44.34
L18	N02°52'07"E	31.40
L19	N03°53'23"E	28.51
L20	N03°22'11"E	45.00
L21	N06°51'48"E	10.54
L22	N30°28'32"E	41.93
L23	N05°27'37"E	21.46
L24	N40°33'07"E	33.69
L25	S02°48'28"E	24.14



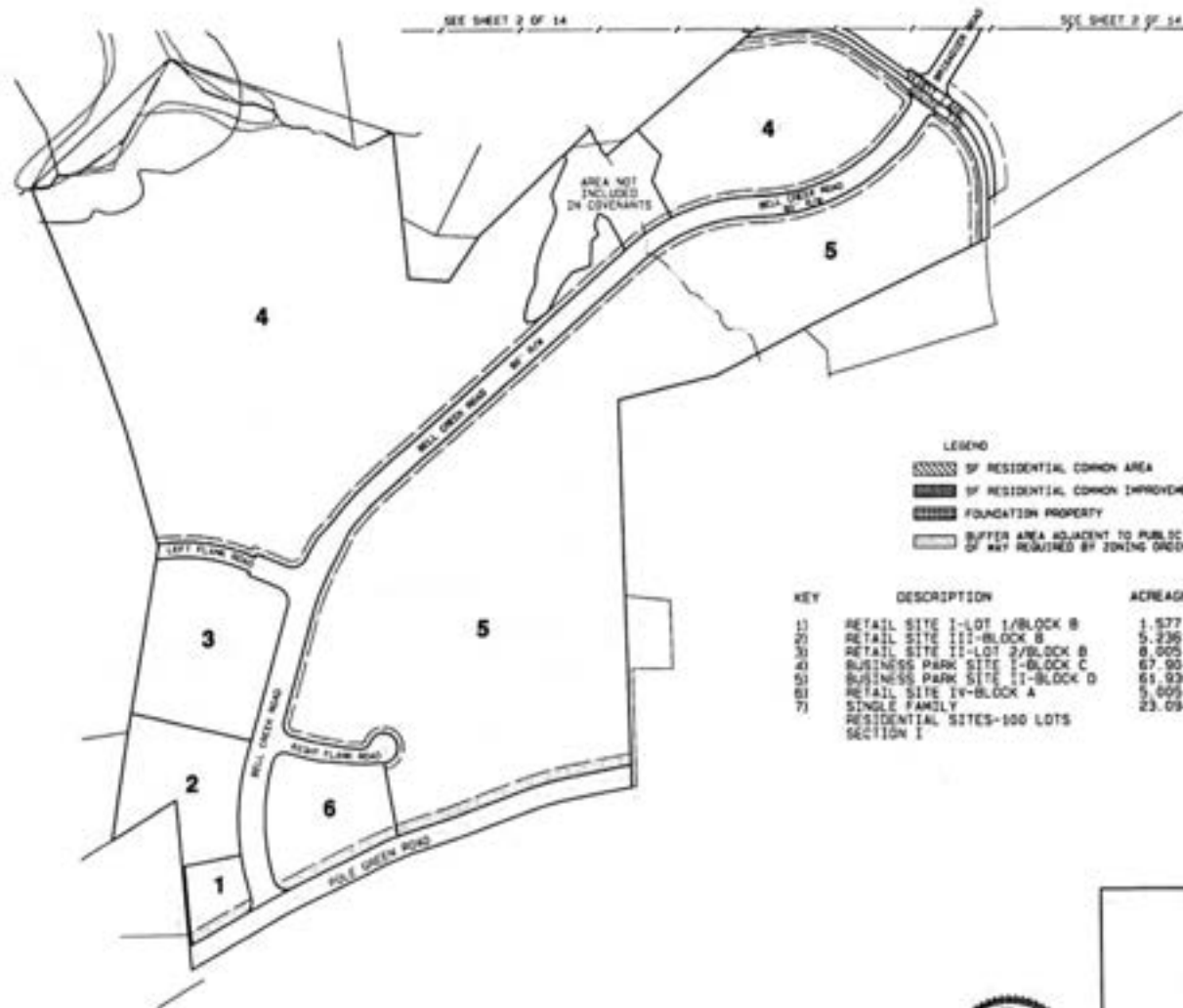
THE BLUFFS AT BELL CREEK
SECTION I

HENRY DISTRICT
HANOVER COUNTY, VIRGINIA

DATE: 08/21/01 SCALE: 1"



VICINITY MAP
1" = 2000'



- LEGEND
- SF RESIDENTIAL COMMON AREA
 - SF RESIDENTIAL COMMON IMPROVEMENT
 - FOUNDATION PROPERTY
 - BUFFER AREA ADJACENT TO PUBLIC RIGHT OF WAY REQUIRED BY ZONING ORDINANCE

KEY	DESCRIPTION	ACREAGE	CLASSIFICATION
1)	RETAIL SITE I--LOT 1/BLOCK B	1.577	COMMERCIAL
2)	RETAIL SITE I--LOT 2/BLOCK B	5.236	COMMERCIAL
3)	RETAIL SITE I--LOT 3/BLOCK B	8.505	COMMERCIAL
4)	BUSINESS PARK SITE I--BLOCK C	67.924	COMMERCIAL
5)	BUSINESS PARK SITE I--BLOCK D	61.920	COMMERCIAL
6)	RETAIL SITE IV--BLOCK A	5.505	COMMERCIAL
7)	SINGLE FAMILY RESIDENTIAL SITES--100 LOTS SECTION I	23.034	RESIDENTIAL

INSTRUMENT RECORDED IN THE CLERK'S OFFICE OF HANOVER COUNTY, VIRGINIA ON JULY 10, 2002 AT 10:09AM BY: *[Signature]*



BELL CREEK COVENANT PLAT





HENRY DISTRICT
HANOVER COUNTY, VIRGINIA
DATE: 06/26/02 SCALE: AS SHOWN
P.N. 98055.805

SHEET 1 OF 14

RESOURCE INTERNATIONAL, LTD.

ENGINEERS • SCIENTISTS • SURVEYORS • PLANNERS
714 944-4400 • 9040 EDGE CREEK DRIVE • ANNANDALE, VA 22003
(703) 444-8333 • FAX (703) 444-8333

KEY	DESCRIPTION	ACREAGE	CLASSIFICATION
1)	RETAIL SITE I-LOT 1/BLOCK B	1.577	COMMERCIAL
2)	RETAIL SITE III-BLOCK B	5.236	COMMERCIAL
3)	RETAIL SITE II-LOT 2/BLOCK B	8.005	COMMERCIAL
4)	BUSINESS PARK SITE I-BLOCK C	67.901	COMMERCIAL
5)	BUSINESS PARK SITE II-BLOCK D	61.930	COMMERCIAL
6)	RETAIL SITE IV-BLOCK A	5.069	COMMERCIAL
7)	SINGLE FAMILY RESIDENTIAL SITES-100 LOTS SECTION I	23.094	RESIDENTIAL

- LEGEND**
-  SF RESIDENTIAL COMMON AREA
 -  SF RESIDENTIAL COMMON IMPROVEMENT
 -  FOUNDATION PROPERTY
 -  BUFFER AREA ADJACENT TO PUBLIC RIGHT OF WAY REQUIRED BY ZONING ORDINANCE

NOTE: SF RESIDENTIAL COMMON AREA TOTAL = 0.622 ACRES



BELL CREEK COVENANT PLAT

HENRY DISTRICT
HANOVER COUNTY, VIRGINIA
DATE: 05/26/02 SCALE: AS SHOWN
P. N. 98055-805

SHEET 2 OF 14

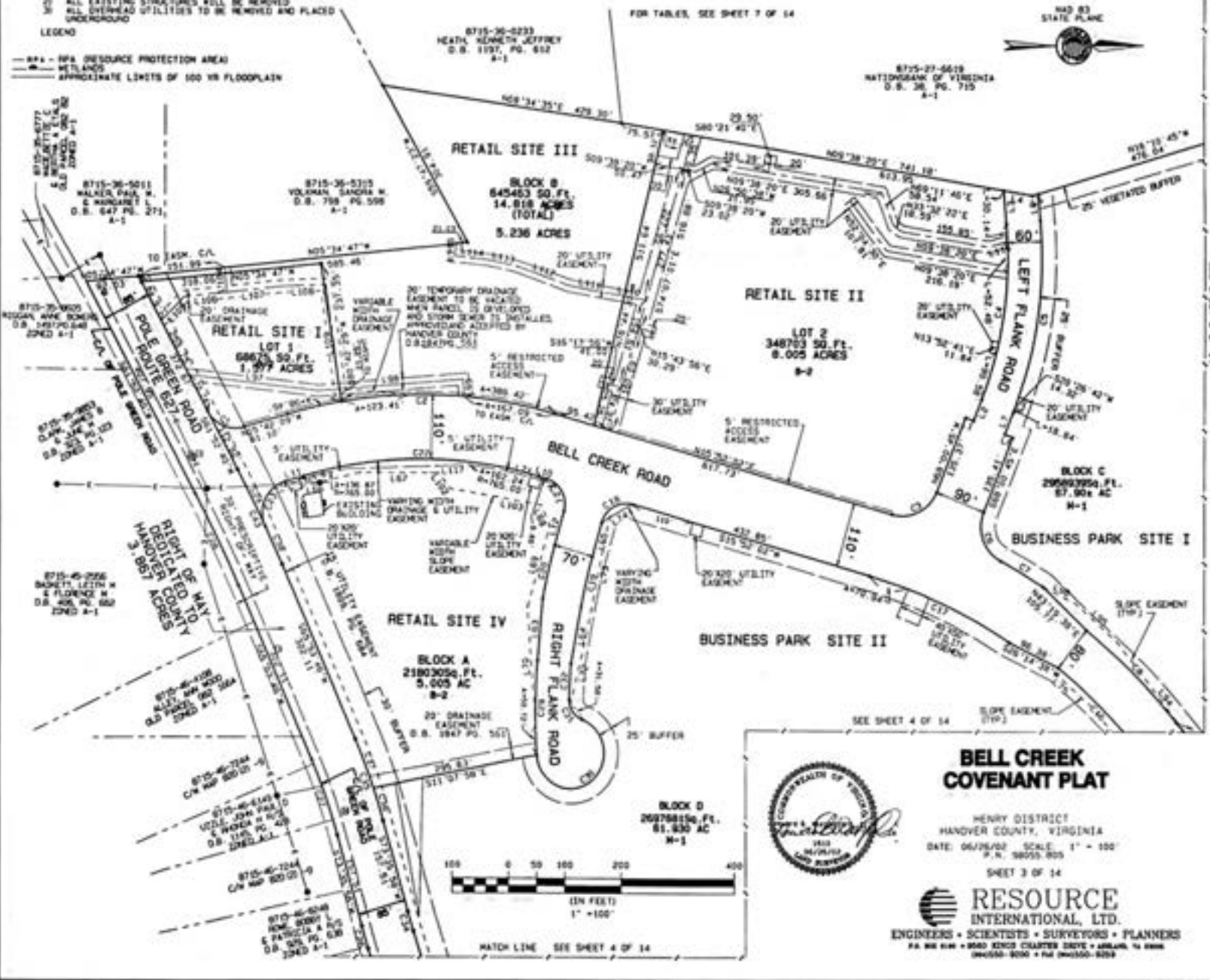
RESOURCE INTERNATIONAL LTD.
ENGINEERS • SCIENTISTS • SURVEYORS • PLANNERS
14 000 AVENUE • 2000 VINTAGE CHARTER DRIVE • SUITE 1000
DALLAS • TEXAS • 75243-1000

NOTES:

- 1. ALL RIGHT OF WAY IS DEDICATED TO HANOVER COUNTY
- 2. ALL EXISTING STRUCTURES SHALL BE REMOVED
- 3. ALL OVERHEAD UTILITIES TO BE REMOVED AND PLACED UNDERGROUND

LEGEND

- 100' WPA RESOURCE PROTECTION AREA
- WETLANDS
- APPROXIMATE LIMITS OF 100 YR FLOODPLAIN



BELL CREEK COVENANT PLAT

HENRY DISTRICT
 HANOVER COUNTY, VIRGINIA
 DATE: 06/16/02 SCALE: 1" = 100'
 P.N. 98055-805
 SHEET 3 OF 14

RESOURCE INTERNATIONAL, LTD.
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CURV	ARC	CHORD BEARING	RADIUS	DELTA	CHORD	TANGENT
C1	74.47	N23°05'15"E	55.00	77°34'49"	68.91	44.21
C2	484.88	S00°04'56"W	880.00	31°34'11"	478.77	249.70
C3	95.15	N05°04'21"E	95.00	83°52'47"	86.99	58.40
C4	300.82	N01°28'40"E	640.00	26°58'50"	298.06	153.24
C5	329.02	S01°28'40"W	700.00	26°58'50"	325.00	187.61
C6	95.71	N05°04'20"E	95.00	84°21'49"	87.29	58.90
C7	86.47	N09°58'12"E	1050.00	4°41'48"	95.45	43.20
C8	220.81	N44°07'55"E	1040.00	12°09'53"	220.29	110.82
C9	563.69	S08°33'07"W	865.00	36°40'30"	544.28	286.70
C10	541.13	N70°01'30"E	785.00	35°29'47"	530.48	281.82
C11	128.45	N38°36'50"E	780.00	9°26'09"	128.31	64.37
C12	68.83	S78°36'49"W	45.00	88°34'44"	63.03	44.15
C13	139.31	N38°44'41"E	870.00	5°10'27"	139.18	69.60
C14	544.22	S09°57'24"W	865.00	26°21'30"	580.50	305.37
C15	502.48	N09°33'07"E	785.00	36°40'30"	493.94	260.18
C16	203.82	S44°07'55"W	950.00	12°09'53"	203.44	102.20
C17	271.36	S24°05'37"W	945.00	16°27'10"	270.43	136.62
C18	70.68	N29°07'58"E	45.00	90°00'00"	63.64	45.00
C19	87.01	S76°40'57"E	965.00	5°09'58"	86.98	43.54
C20	63.32	N76°40'57"E	1020.00	5°09'58"	93.29	46.68
C21	70.68	S02°50'02"W	45.00	90°00'00"	63.64	45.00
C22	424.27	N00°04'56"E	770.00	31°34'11"	418.92	217.67
C23	95.99	S05°41'55"E	95.00	89°39'31"	84.26	55.54
C24	109.53	N63°05'30"E	2080.00	2°25'49"	109.53	54.78
C25	199.23	S73°29'59"W	1000.00	9°07'24"	199.07	79.79
C26	37.16	S72°16'07"W	800.00	2°39'43"	37.15	18.58
C27	134.45	S00°44'52"W	1000.00	7°42'12"	134.35	67.32
C28	175.34	S63°53'13"W	2000.00	4°01'07"	175.30	87.71
C29	194.94	S09°28'20"W	1030.00	8°49'09"	194.79	79.42
C30	257.35	N38°45'22"E	60.00	245°44'54"	100.78	
C31	43.41	S25°54'08"W	35.00	71°02'50"	40.68	24.99
C32	59.32	N05°48'53"E	970.00	3°30'14"	59.31	29.67
C33	172.77	S75°29'59"W	1080.00	9°07'24"	172.58	86.57
C34	33.21	S72°16'07"W	715.00	2°39'43"	33.21	16.81
C35	145.88	S09°44'52"W	1085.00	7°42'12"	145.77	73.09
C36	57.08	N72°05'31"E	1085.00	3°00'54"	57.05	28.55
C37	88.78	N08°14'25"E	1085.00	4°41'18"	88.76	44.42
C38	71.77	N05°58'03"E	2085.00	1°25'28"	71.76	35.89
C39	286.64	S76°33'40"E	450.00	40°34'52"	279.81	149.21
C40	328.73	S29°50'41"E	347.88	84°10'17"	318.82	177.81
C41	27.51	S38°35'15"E	45.00	35°01'58"	27.28	14.20
C42	30.69	N11°06'14"E	45.00	90°00'00"	63.64	45.00
C43	181.30	S03°53'13"W	2085.00	4°01'07"	181.28	90.69
C44	321.34	S76°33'40"E	450.00	40°34'52"	314.56	167.87
C45	361.27	S28°30'18"E	375.00	55°11'53"	347.46	186.04

EASEMENT TABLE

LINE	BEARING	DISTANCE
L1	N23°05'15"E	15.00
L2	N68°00'45"W	28.17
L3	S05°03'29"W	50.72
L4	N09°36'20"E	51.66
L5	N18°10'45"E	10.20
L6	N05°03'29"E	44.70
L7	S08°00'49"E	39.17
L8	N47°29'12"E	15.00
L9	N33°53'48"E	3.97
L10	S15°50'02"W	15.42
L11	S15°42'09"E	35.08
L12	S74°07'58"E	59.92
L13	S25°16'45"E	24.62
L14	S25°24'19"W	148.25
L15	S18°15'49"E	50.95

LINE	BEARING	DISTANCE
L16	S17°12'11"W	39.18
L17	S25°32'46"W	111.36
L18	S18°57'50"W	83.11
L19	S02°40'30"W	67.76
L20	S25°33'09"W	64.04
L21	S18°29'08"W	68.59
L22	S02°37'35"W	20.57
L23	S25°51'43"E	18.20
L24	N81°42'22"E	33.46
L25	S25°32'39"W	126.14
L26	N57°14'44"E	66.20
L27	N42°05'40"E	64.58
L28	N73°10'26"E	79.11
L29	N07°16'28"E	95.88
L30	N50°16'50"E	38.58
L31	N22°18'02"W	40.54
L32	S19°17'24"W	51.11
L33	N61°59'28"W	47.50
L34	N29°34'55"W	141.37
L35	N29°45'47"W	164.93
L36	N22°13'15"E	107.80
L37	N45°42'17"W	149.02
L38	S33°53'46"W	5.00
L39	S25°25'14"E	31.54
L40	S25°55'49"E	10.00
L41	N05°40'56"E	32.68
L42	N17°19'08"W	46.80
L43	N07°37'23"W	121.22
L44	N33°17'41"W	38.45
L45	N05°56'11"W	113.86
L46	S84°26'13"E	36.82
L47	N51°32'05"E	40.30
L48	S68°23'08"W	23.45
L49	S68°07'20"E	20.10
L50	S48°57'16"E	76.57
L51	S67°35'48"E	38.27
L52	N06°28'25"E	75.81
L53	S43°58'05"E	87.04
L54	S45°55'32"W	43.13
L55	N33°51'45"W	91.63
L56	N47°37'00"E	29.26
L57	N52°04'55"W	58.09
L58	N38°24'20"W	69.68
L59	N04°04'44"W	103.26
L60	N38°43'36"W	38.84
L61	N15°40'22"W	136.42
L62	S27°16'53"E	44.42
L63	S84°56'04"E	103.84
L64	N79°14'33"W	97.41
L65	N74°07'58"W	59.92
L66	S82°58'54"W	43.11
L67	S04°20'41"E	26.03
L68	S33°53'46"W	16.00
L69	S00°54'21"E	61.37
L70	S29°29'34"W	34.50

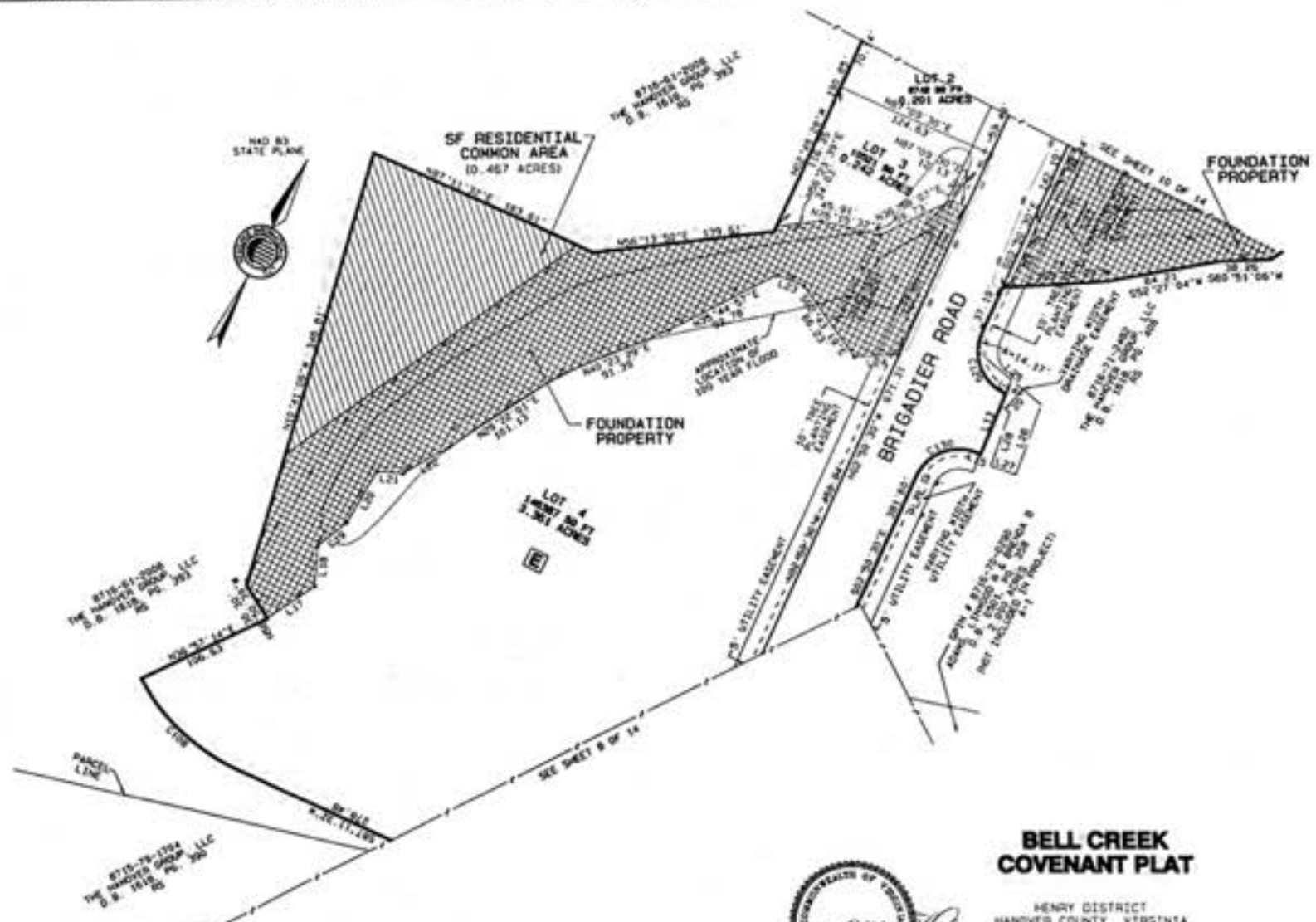
LINE	BEARING	DISTANCE
L66	N37°49'31"W	170.17
L67	N00°56'27"E	138.21
L68	N08°51'45"E	37.90
L69	S74°07'02"E	144.51
L70	N05°48'18"E	196.51
L71	S15°53'21"W	130.25
L72	N25°56'43"W	117.63
L73	N28°28'24"W	223.15
L74	N30°18'58"W	61.97
L75	N45°25'21"E	129.15
L76	N50°15'21"E	157.12
L77	N45°49'52"E	223.84
L78	N22°10'45"E	167.89
L79	S29°07'08"W	174.47
L80	N73°00'52"E	137.90
L81	N28°44'04"E	293.79
L82	N67°52'16"E	137.47
L83	N05°00'29"E	157.02
L84	N71°00'45"E	189.03
L85	N28°20'53"E	114.44
L86	S73°30'50"W	90.88
L87	S00°12'45"W	149.30
L88	S13°26'05"W	94.22
L89	S26°58'58"W	98.08
L90	S07°01'25"W	138.53
L91	S42°51'27"W	129.27
L92	S29°33'31"W	163.95
L93	S37°21'17"W	119.31
L94	S21°25'55"W	253.95
L95	S43°05'28"W	95.57
L96	S25°59'11"W	64.59
L97	S08°58'33"W	231.66
L98	S04°20'59"E	258.43
L99	S08°15'15"W	29.81
L100	N08°53'14"W	50.39
L101	S01°06'48"W	43.82
L102	N04°20'41"E	30.27
L103	N10°11'38"E	102.30
L104	N04°48'07"E	41.50
L105	N45°41'12"W	58.08
L106	N05°11'53"W	75.02
L107	N05°53'28"W	92.02
L108	N02°20'17"W	84.42
L109	N01°47'34"E	200.86
L110	S10°01'28"W	66.45
L111	S20°19'45"W	74.06
L112	S19°00'22"W	100.05
L113	S12°21'44"W	50.88
L114	S28°25'50"W	59.57
L115	S06°05'18"E	21.42
L116	N15°37'05"W	34.50
L117	N01°48'50"W	222.43
L118	N04°04'28"E	50.00



BELL CREEK COVENANT PLAT

HENRY DISTRICT
HANOVER COUNTY, VIRGINIA
DATE: 06/26/02 SCALE: AS SHOWN
P.N. 98055.005
SHEET 7 OF 14

RESOURCE INTERNATIONAL, LTD.
ENGINEERS • SCIENTISTS • SURVEYORS • PLANNERS
P.O. BOX 6100 • 9500 KINGS CHARTER DRIVE • JARLAND, VA 23066
(804)550-9200 • FAX (804)550-9258



- NOTES
- 11 FOR DETAILS SEE SHEET 14 OF 14
 - 21 ALL RIGHT OF WAY IS DEDICATED TO HANOVER COUNTY
 - 31 ALL EXISTING STRUCTURES WILL BE REMOVED
 - 41 ALL OVERHEAD UTILITIES TO BE REMOVED AND PLACED UNDERGROUND

LEGEND

- WETLANDS
- APPROXIMATE LOCATION OF 100 YEAR FLOODPLAIN

LEGEND

- FOUNDATION PROPERTY
- SF RESIDENTIAL COMMON AREA
- SF RESIDENTIAL COMMON IMPROVEMENT

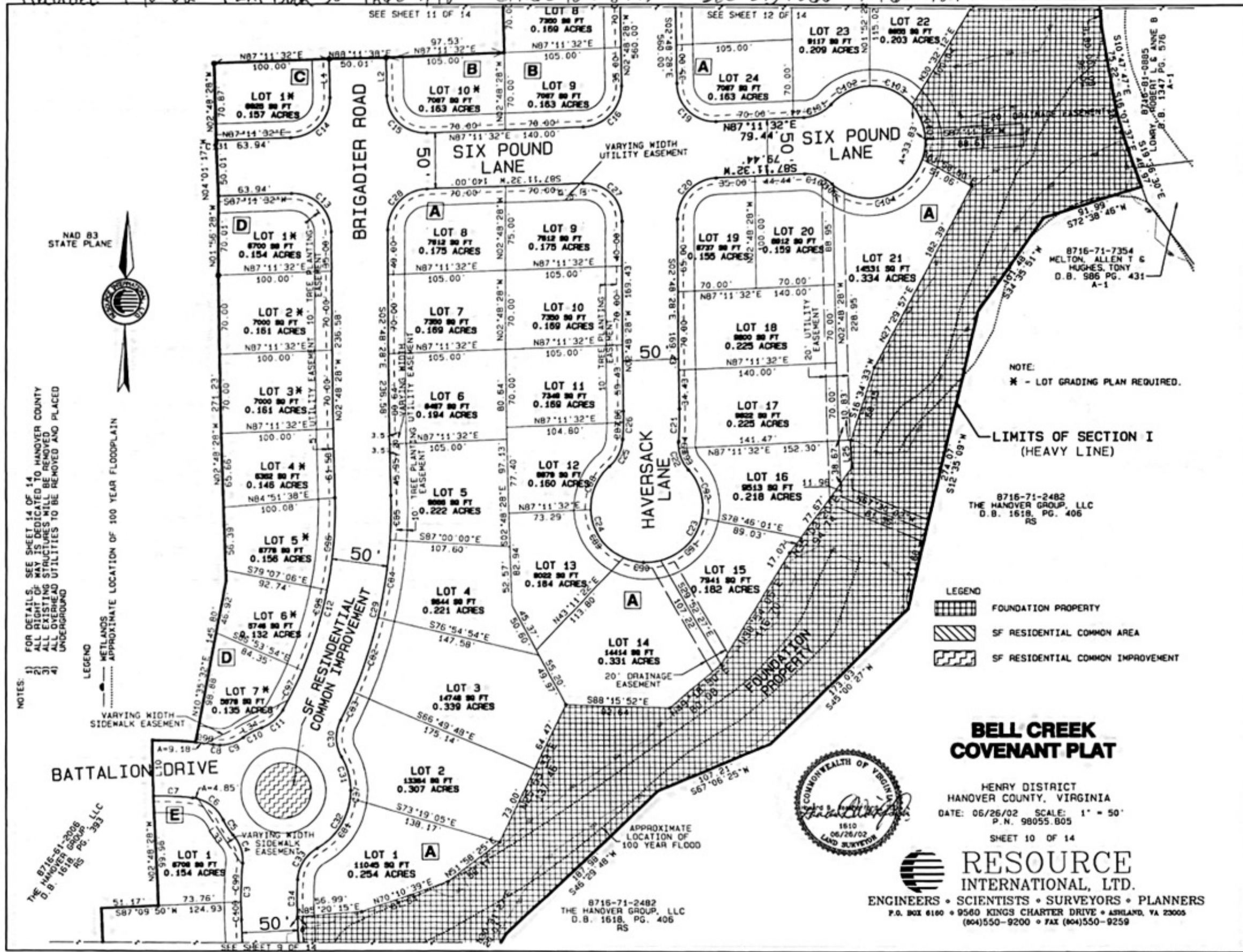


BELL CREEK COVENANT PLAT

HENRY DISTRICT
HANOVER COUNTY, VIRGINIA
DATE: 06/26/02 SCALE: 1" = 50'
P.N. 98033.805

SHEET 9 OF 14

RESOURCE INTERNATIONAL, LTD.
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P.O. BOX 4180 • 9560 KINGS CHARTER DRIVE • ANTLAND, VA 22004
(703)550-9200 • FAX (703)550-9259



NOTES:
 1) FOR DETAILS, SEE SHEET 14 OF 14
 2) ALL RIGHT OF WAY IS DEDICATED TO HANOVER COUNTY
 3) ALL EXISTING STRUCTURES WILL BE REMOVED
 4) ALL OVERHEAD UTILITIES TO BE REMOVED AND PLACED UNDERGROUND



LEGEND
 METLANDS
 APPROXIMATE LOCATION OF 100 YEAR FLOODPLAIN
 VARYING WIDTH SIDEWALK EASEMENT
 SF RESIDENTIAL COMMON IMPROVEMENT

NOTE:
 * - LOT GRADING PLAN REQUIRED.

LIMITS OF SECTION I (HEAVY LINE)

LEGEND
 FOUNDATION PROPERTY
 SF RESIDENTIAL COMMON AREA
 SF RESIDENTIAL COMMON IMPROVEMENT

BELL CREEK COVENANT PLAT

HENRY DISTRICT
 HANOVER COUNTY, VIRGINIA
 DATE: 06/26/02 SCALE: 1" = 50'
 P.N. 98055.805
 SHEET 10 OF 14



RESOURCE INTERNATIONAL, LTD.
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 (804)550-9200 • FAX (804)550-9259

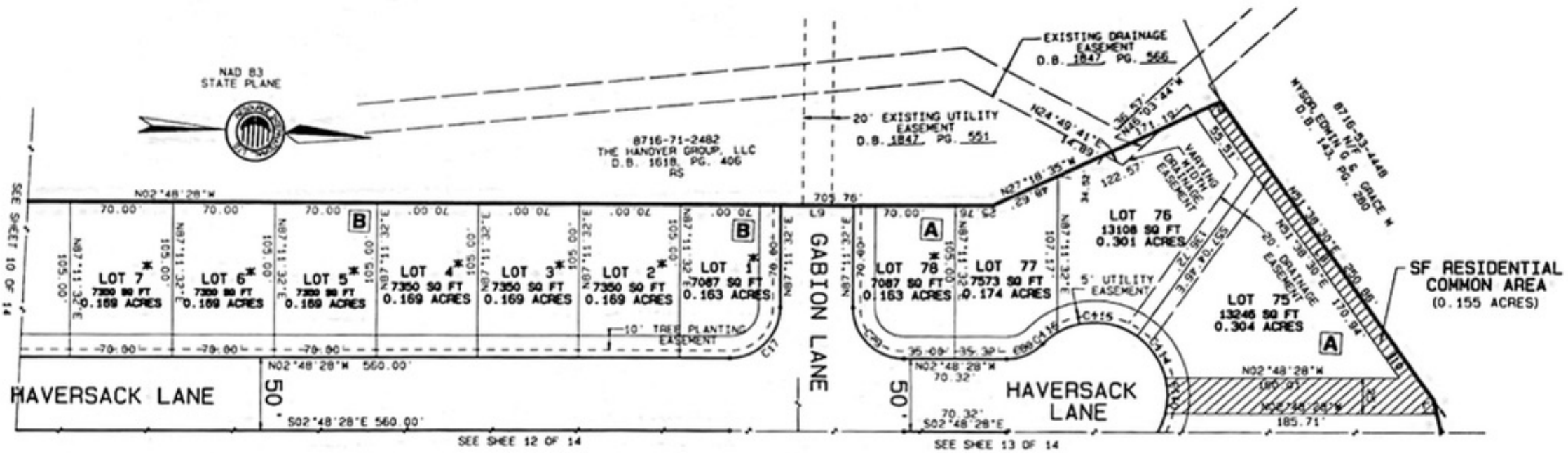
8716-71-2482
 THE HANOVER GROUP, LLC
 D.B. 1618, PG. 406
 RS

- NOTES:
- 1) FOR TABLES, SEE SHEETS 14 OF 14
 - 2) ALL RIGHT OF WAY IS DEDICATED TO HANOVER COUNTY
 - 3) ALL EXISTING STRUCTURES WILL BE REMOVED
 - 4) ALL OVERHEAD UTILITIES TO BE REMOVED AND PLACED UNDERGROUND

NOTE:
M - LOT GRADING PLAN REQUIRED.

LEGEND

- WETLANDS
- APPROXIMATE LOCATION OF 100 YEAR FLOODPLAIN



LEGEND

- FOUNDATION PROPERTY
- SF RESIDENTIAL COMMON AREA
- SF RESIDENTIAL COMMON IMPROVEMENT



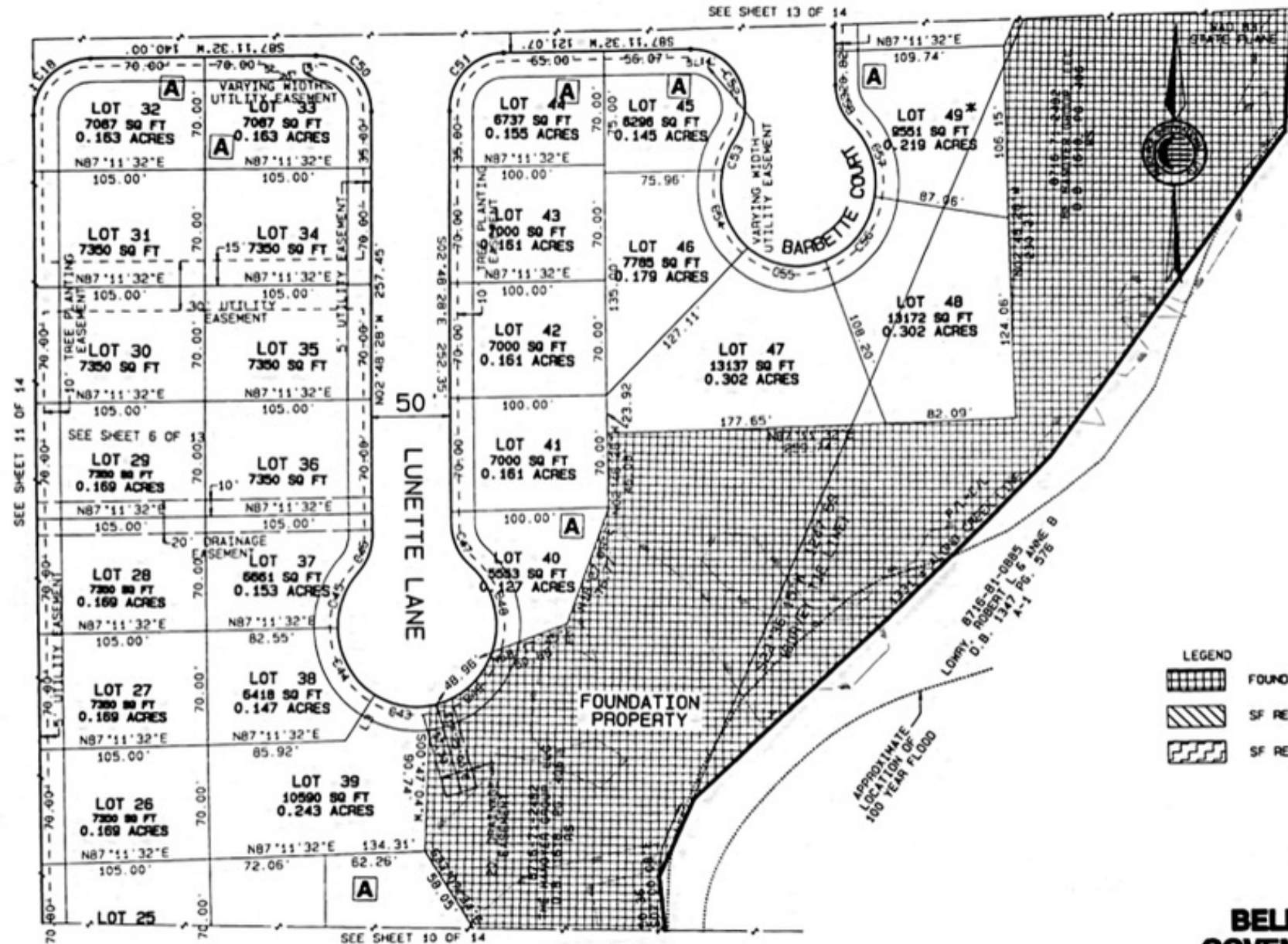
BELL CREEK COVENANT PLAT

HENRY DISTRICT
HANOVER COUNTY, VIRGINIA
DATE: 06/26/02 SCALE: 1" = 50'
P.N. 98055.805
SHEET 11 OF 14

RESOURCE INTERNATIONAL, LTD.
ENGINEERS • SCIENTISTS • SURVEYORS • PLANNERS
P.O. BOX 6160 • 9560 KINGS CHARTER DRIVE • ASHLAND, VA 23005
(804)550-9200 • FAX (804)550-9259

NOTE:
* - LOT GRADING PLAN REQUIRED.

8716-82-2841
BOSSIEUX, MARK W & AMY D
O.B. 1340 PG. 715
A-1



LEGEND
 FOUNDATION PROPERTY
 SF RESIDENTIAL COMMON AREA
 SF RESIDENTIAL COMMON IMPROVEMENT

NOTES:
 1) FOR TABLES, SEE SHEETS 14 OF 14
 2) ALL RIGHT OF WAY IS DEDICATED TO HANOVER COUNTY
 3) ALL EXISTING STRUCTURES WILL BE REMOVED
 4) ALL OVERHEAD UTILITIES TO BE REMOVED AND PLACED UNDERGROUND

LEGEND
 WETLANDS
 APPROXIMATE LOCATION OF 100 YEAR FLOODPLAIN



BELL CREEK COVENANT PLAT

HENRY DISTRICT
 HANOVER COUNTY, VIRGINIA
 DATE: 06/26/02 SCALE: 1" = 50'
 P.N. 98055.B05
 SHEET 12 OF 14

RESOURCE INTERNATIONAL, LTD.
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 P.O. BOX 6180 • 9560 KINGS CHARTER DRIVE • ASHLAND, VA 23005
 (804)550-9200 • FAX (804)550-9259

NOTES:

OWNER/DEVELOPER: THE HANOVER GROUP, LLC
 8733 PATTERSON AVE
 RICHMOND, VA 23228

DEDICATED RIGHT OF WAY VERTIC LANE: 1.004 ACRES
 DEDICATED RIGHT OF WAY POLE GREEN ROAD: 3.887 ACRES

TOTAL AREA: 195.84 ACRES
 AREA IN BLOCKS: 154.46 ACRES
 AREA IN LOTS: 9.582 ACRES
 AREA IN POND: 11.454 ACRES
 AREA IN 1-33 BASIN: 4.74 ACRES

TOTAL NUMBER OF LOTS: 2
 TOTAL NUMBER OF BLOCKS: 4
 AREA IN BLOCKS:
 BLOCK A: 5.005 ACRES
 BLOCK B: 14.818 ACRES
 BLOCK C: 47.904 ACRES
 BLOCK D: 61.530 ACRES

PRESENT ZONING: B-2, M-1
 TAX PARCEL #: SPIN 8715-37-9793, 8715-52-1216, 8715-48-8294
 8715-52-1677, 8715-79-1124

ADJACENT ZONING: A-1
 TRAFFIC ZONE: 1764

F.E.M.A. MAP REF # 810237-0340A, ZONE C-AREA OF MINIMAL FLOODING, EXCEPT WHERE NOTED - ZONE A3 - AREA OF 100TH FLOOD BASE FLOOD ELEVATIONS AND FLOOD HAZARD FACTORS DETERMINED.

PROPOSED USE: COMMERCIAL
 PROPOSED WATER: PUBLIC; 0.30 MGD
 PROPOSED SEWER: PUBLIC; 0.30 MGD

ENTIRE SUBDIVISION FALLS WITHIN RMA (RESOURCE MANAGEMENT AREA) - UNLESS OTHERWISE NOTED.

CONTACT: HOWARD B. WEATHERFORD, III
 804-550-9029

CONDITIONAL SUBDIVISION DATE OF APPROVAL: JUNE 7, 2001

NOTES:

PART OF THIS SITE WITHIN AN RMA, THE LIMITS OF ANY RMA LOCATED ON THIS SITE HAVE BEEN SHOWN ON THE PLAT.

LEGEND

- RPA - RPA (RESOURCE PROTECTION AREA)
- WETLANDS
- APPROXIMATE LIMITS OF 100TH FLOODPLAIN



SOURCE OF TITLE

THE PROPERTY EMBRACED WITHIN THE LIMITS OF THIS SUBDIVISION IS THE PROPERTY CONVEYED TO THE HANOVER GROUP, LLC FROM GRACE H. WYSON BY DEED DATED JANUARY 10, 2001, RECORDED JANUARY 28, 2001, IN DEED BOOK 1618, PAGE 390; FROM JOHN KONRAD, III, TRUSTEES OF THE JOHN KONRAD, JR. (IRREVOCABLE TRUST), BY DEED DATED JANUARY 3, 2001, RECORDED JANUARY 10, 2001 IN DEED BOOK 1610, PAGE 398; FROM HENRY A. SHIELD BY DEED DATED JANUARY 9, 2001, RECORDED JANUARY 10, 2001 IN DEED BOOK 1618, PAGE 402; FROM HENRY A. SHIELD BY DEED DATED JANUARY 5, 2001, RECORDED JANUARY 10, 2001 IN DEED BOOK 1618, PAGE 404. IN THE CLERK'S OFFICE, HANOVER COUNTY, VIRGINIA.

OWNER'S STATEMENT

THE SUBDIVISION OF LAND SHOWN ON THIS PLAT, KNOWN AS "BELL CREEK PARK", AS IT APPEARS ON THIS PLAT IS WITH THE FREE WILL AND CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS, PROPRIETORS, AND TRUSTEES, AND THE PURCHASERS OF TRACTS IN THIS SUBDIVISION AND HEREBY NOTIFIED THAT THE ROADWAYS AND EASEMENTS ARE OF THE WIDTH AND EXTENT SHOWN ON THIS PLAT.

OWNER: H. Anderson Shield
 H. ANDERSON SHIELD, MANAGING MEMBER
 THE HANOVER GROUP, LLC

DATE: 6/10/02

STATE OF VIRGINIA
 COUNTY OF HANOVER

TO WIT: I, Victoria D. Neach,
 A NOTARY PUBLIC IN AND FOR THE STATE OF VIRGINIA,
 COUNTY OF HANOVER, DO HEREBY CERTIFY
 THAT H. Anderson Shield
 WHOSE NAME IS UNDERSIGNED TO THE OWNER'S
 STATEMENT, BEARING THE DATE OF 6/10/02,
 HAS ACKNOWLEDGED THE SAME BEFORE ME IN MY
 COUNTY AND STATE AFORESAID.
 GIVEN UNDER MY HAND AND SEAL THIS 10th DAY
 OF June, 2002.

Victoria D. Neach
 NOTARY PUBLIC
 MY COMMISSION EXPIRES 3/13/06

TRUSTEE: William Seal
 W. WILLIAM SEAL,
 UNION BANK & TRUST COMPANY

DATE: 6/10/02

STATE OF VIRGINIA
 COUNTY OF Frederickburg

TO WIT: I, Victoria D. Neach,
 A NOTARY PUBLIC IN AND FOR THE STATE OF VIRGINIA,
 COUNTY OF Frederickburg, DO HEREBY CERTIFY
 THAT William Seal
 WHOSE NAME IS UNDERSIGNED TO THE OWNER'S
 STATEMENT, BEARING THE DATE OF 6/10/02,
 HAS ACKNOWLEDGED THE SAME BEFORE ME IN MY
 COUNTY AND STATE AFORESAID.
 GIVEN UNDER MY HAND AND SEAL THIS 10th DAY
 OF June, 2002.

Victoria D. Neach
 NOTARY PUBLIC
 MY COMMISSION EXPIRES 6/10/06

TRUSTEE: Walter Neal
 WALTER NEAL,
 UNION BANK & TRUST COMPANY

DATE: 6/10/02

STATE OF VIRGINIA
 COUNTY OF Frederickburg

TO WIT: I, Victoria D. Neach,
 A NOTARY PUBLIC IN AND FOR THE STATE OF VIRGINIA,
 COUNTY OF Frederickburg, DO HEREBY CERTIFY
 THAT Walter Neal
 WHOSE NAME IS UNDERSIGNED TO THE OWNER'S
 STATEMENT, BEARING THE DATE OF 6/10/02,
 HAS ACKNOWLEDGED THE SAME BEFORE ME IN MY
 COUNTY AND STATE AFORESAID.
 GIVEN UNDER MY HAND AND SEAL THIS 10th DAY
 OF June, 2002.

Victoria D. Neach
 NOTARY PUBLIC
 MY COMMISSION EXPIRES 6/10/06



VICINITY MAP
 1" = 2000'

INSTRUMENT RECORDED
 RECORDED IN THE CLERK'S OFFICE OF
 HANOVER COUNTY, VIRGINIA
 BY: Marion G...

SURVEYOR'S CERTIFICATE

TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL OF THE REQUIREMENTS AS SET FORTH IN THE ORDINANCE FOR APPROVING PLATS OF SUBDIVISION FOR RECEPTION IN HANOVER COUNTY, VIRGINIA, HAVE BEEN COMPLIED WITH.

Howard B. Weatherford, III
 HOWARD B. WEATHERFORD, III
 LAND SURVEYOR, NO. 1419

APPROVAL

APPROVED

HANOVER CO. PLANNING DIRECTOR
7/10/02
 CAR

REVISIONS

REVISED: 06/19/02



BELL CREEK PARK

HENRY DISTRICT
 HANOVER COUNTY, VIRGINIA

DATE: 10/05/01 SCALE: AS SHOWN
 P.N. 98055.802

SHEET 1 OF 9



RESOURCE
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 (804)550-8200 • FAX (804)550-8250

Recorded 7/10/02

Plat Book 36 Page 476 (Page 4 of 10)

Expiration Date
Forfeited July 1, 2000
July 25, 2000
August 15, 2000
September 11, 2000
October 11, 2000

Expiration Date
Forfeited July 1, 2000
July 25, 2000
August 15, 2000
September 11, 2000
October 11, 2000

By William R. Station
William R. Station

By William R. Station
William R. Station

COMMONWEALTH OF VIRGINIA
COUNTY OF HANOVER ss-wc

I, the undersigned Henry Public, in and for the state and county aforesaid, do hereby certify that William R. Station appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 25th day of Oct, 2000

Ellyth R. Davis
NOTARY PUBLIC

My commission expires:

COMMONWEALTH OF VIRGINIA
COUNTY OF HANOVER ss-wc

I, the undersigned Henry Public, in and for the state and county aforesaid, do hereby certify that William R. Station appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 25th day of Oct, 2000

Ellyth R. Davis
NOTARY PUBLIC

My commission expires: 06/30/01

www.commerce.state.va.us

WILLIAM R. AND ROLLE B. DRELTON
JOHN K. ORMAN, JR. TRUSTEE OF JOHN
EDMAN R. IRREVOCABLE TRUST
EDWIN S. AND GRACE W. WYSON
FRANK S. AND DAYHELLE M. WELLS
ISOBEL A. SPITZ
WELKER A. AND CATHERINE S. BEASLEY

John B. Jones
Notary in Power

COMMONWEALTH OF VIRGINIA
COUNTY OF PRINCE WILLIAM, ss-wc

I, the undersigned Henry Public, in and for the state and county aforesaid, do hereby certify that John B. Jones, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

GIVEN under my hand and seal this 17th day of October, 2000

John B. Jones
NOTARY PUBLIC

My Commission Expires: 7/25/01



BELL CREEK PARK

HENRY DISTRICT
HANOVER COUNTY, VIRGINIA
DATE: 10/25/01 SCALE: AS SHOWN
P.N. 98055.902

SHEET 4 OF 5

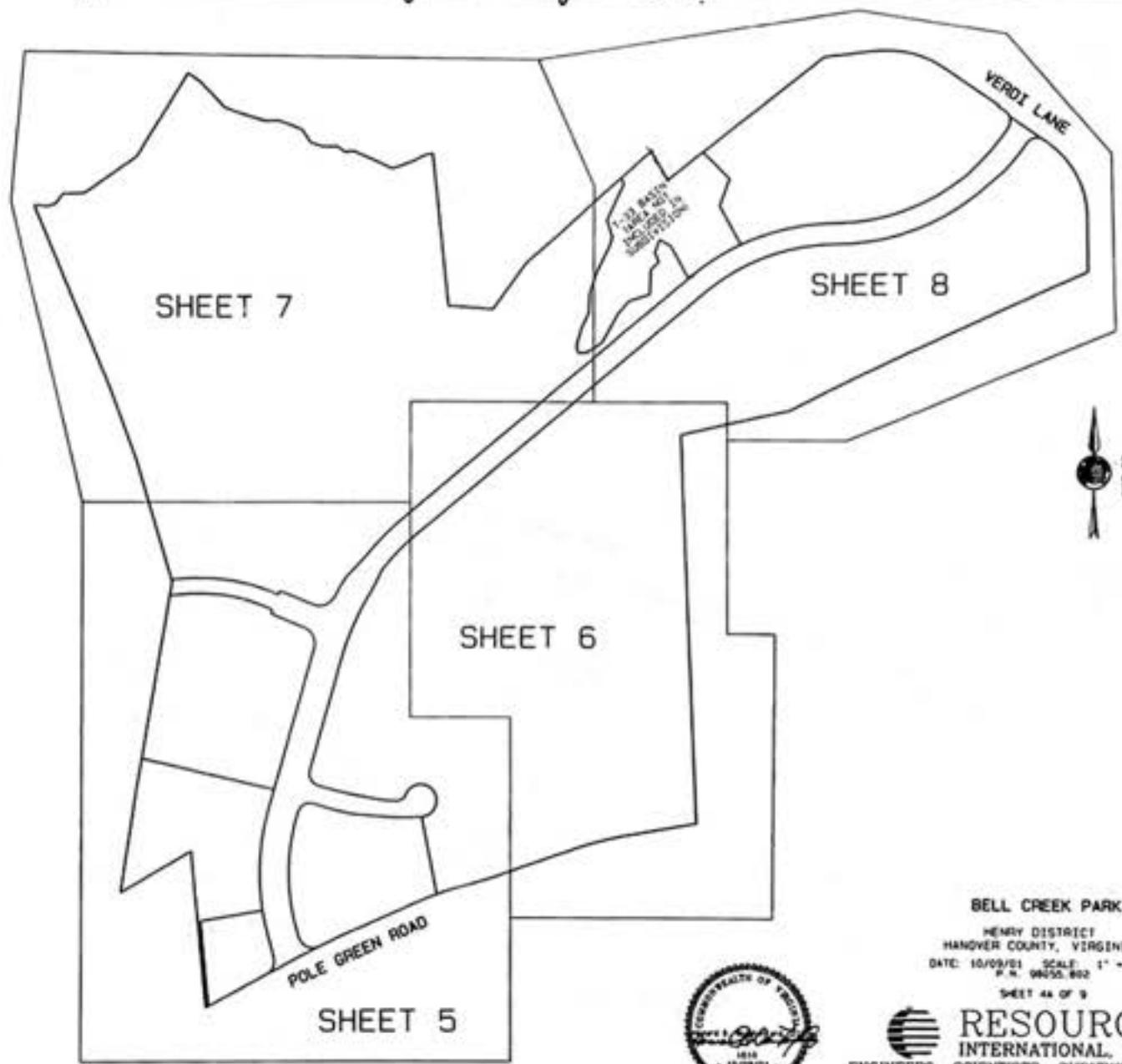


RESOURCE
INTERNATIONAL, LTD.

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P.O. BOX 6180 • 9560 KINGD CHARTER DRIVE • ARLAND, VA 22008
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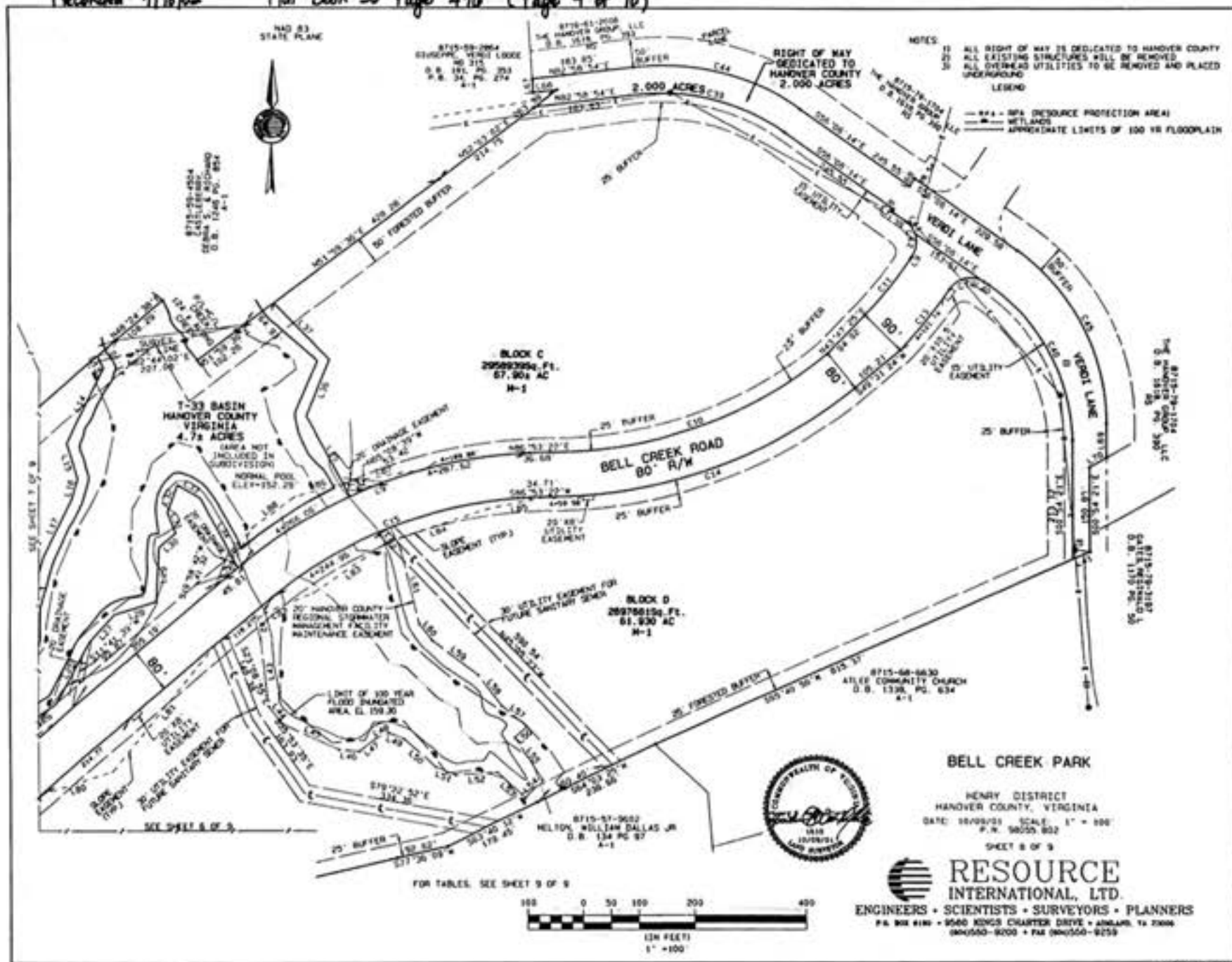
Recorded 7/10/02 Plat Book 36 Page 476 (Page 5 of 10)



BELL CREEK PARK
HENRY DISTRICT
HANOVER COUNTY, VIRGINIA
DATE: 10/09/01 SCALE: 1" = 250'
P. N. 9855.802
SHEET 4A OF 9



 **RESOURCE**
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(941)550-9200 • FAX (941)550-9259



BELL CREEK PARK

HENRY DISTRICT
HANOVER COUNTY, VIRGINIA
DATE: 04/08/02 SCALE: 1" = 800'
P.N. 98050, 802

RESOURCE INTERNATIONAL, LTD.
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P.O. BOX 8180 • 9560 KINGS CHARTER DRIVE • ANTLAND, TX 77008
(281)550-9200 • FAX (281)550-9259

CURVE	ARC	CHORD BEARING	RADIUS	DELTA	CHORD	TANGENT
C1	74.47	N02°05'15"E	55.00	77°34'49"	66.91	44.21
C2	484.88	S09°04'56"W	880.00	21°34'11"	478.77	248.78
C3	95.18	N08°04'21"W	95.00	83°32'41"	86.89	56.42
C4	200.82	N01°28'41"E	400.00	26°20'50"	298.08	153.24
C5	329.07	N01°28'41"E	100.00	26°20'50"	308.00	187.87
C6	95.71	N03°48'29"E	95.00	4°41'48"	85.45	43.26
C7	86.47	N08°56'18"E	1000.00	12°09'53"	220.29	110.82
C8	292.81	N44°07'35"E	1040.00	36°40'30"	544.28	288.70
C9	565.69	S08°23'07"W	880.00	28°19'41"	530.48	281.82
C10	541.13	N70°01'30"E	780.00	9°28'08"	128.31	84.37
C11	128.45	N08°36'30"E	780.00	88°54'44"	83.83	44.15
C12	69.83	S18°20'49"W	45.00	3°10'27"	129.18	69.86
C13	138.31	N30°44'41"E	870.00	28°21'25"	582.40	308.37
C14	584.22	S08°07'24"W	880.00	36°40'30"	493.94	260.18
C15	507.48	N44°07'35"E	880.00	12°09'53"	203.44	102.30
C16	203.82	S44°07'35"W	880.00	16°21'10"	270.43	136.67
C17	211.26	S24°05'31"W	845.00	80°20'00"	83.84	45.00
C18	70.88	N20°07'58"W	45.00	3°09'58"	86.95	43.54
C19	87.51	S70°42'57"E	865.00	5°29'58"	93.29	46.69
C20	83.34	N70°42'57"E	1035.00	30°28'02"	83.84	45.00
C21	70.83	S05°02'52"W	45.00	31°34'11"	418.97	217.87
C22	424.27	N00°04'56"E	770.00	31°34'11"	84.28	65.54
C23	95.98	S05°41'35"E	95.00	24°25'42"	108.53	54.78
C24	109.53	N63°00'30"E	2580.00	2°25'24"	108.07	70.79
C25	198.27	S75°29'59"W	1000.00	2°25'24"	27.10	18.98
C26	37.16	S12°16'01"W	800.00	7°42'19"	134.25	67.37
C27	37.16	S08°44'52"W	1000.00	4°01'03"	125.30	67.11
C28	134.45	S03°02'13"W	2580.00	8°49'09"	158.29	78.43
C29	125.34	S08°08'20"E	1000.00	8°49'09"	150.78	
C30	156.54	N30°45'22"E	90.00	24°44'54"	40.88	24.89
C31	43.41	N05°04'06"W	35.00	71°03'50"	30.31	20.67
C32	59.32	N05°04'06"W	970.00	9°31'14"	172.25	86.57
C33	172.77	S75°29'59"W	1080.00	2°29'41"	33.21	16.81
C34	33.21	S72°16'01"W	715.00	7°42'19"	145.77	73.05
C35	145.88	S08°44'52"W	1080.00	3°00'54"	57.09	28.55
C36	57.09	S12°05'31"E	1080.00	4°41'18"	88.75	44.42
C37	88.75	N68°14'25"E	1080.00	1°25'26"	71.38	36.84
C38	71.37	N03°06'03"E	2580.00	49°54'42"	278.61	149.21
C39	285.84	S18°17'40"E	450.00	64°10'17"	108.62	177.81
C40	328.77	S29°50'41"E	347.89	54°10'17"	127.09	14.20
C41	27.51	S08°05'15"E	45.00	35°03'59"	83.84	45.00
C42	10.89	N11°06'14"W	45.00	30°20'00"	183.28	90.63
C43	181.30	S13°02'13"W	2580.00	4°01'03"	314.56	167.87
C44	371.34	S76°33'40"E	450.00	49°54'42"	314.56	167.87
C45	361.27	S08°30'18"E	129.00	55°11'53"	347.46	198.04

LINE	BEARING	DISTANCE
L1	N01°08'15"E	15.00
L2	N04°00'45"W	79.11
L3	S05°03'25"W	25.22
L4	N09°28'20"E	51.84
L5	N16°18'45"W	10.20
L6	N05°03'25"E	44.70
L7	S04°00'45"E	39.11
L8	N01°08'15"E	15.00
L9	N13°53'45"E	3.81
L10	S15°52'02"W	25.47
L11	S15°40'09"E	25.88
L12	S14°07'58"E	22.92
L13	S25°18'45"E	24.82
L14	S25°24'19"W	148.25
L15	S18°15'45"E	65.95

LINE	BEARING	DISTANCE
L16	S17°17'11"W	39.10
L17	S06°52'48"W	111.26
L18	S18°52'50"W	83.21
L19	S07°42'30"W	67.26
L20	S25°23'00"W	64.04
L21	S16°29'00"W	60.50
L22	S02°21'00"W	29.57
L23	S08°51'42"E	18.20
L24	N01°42'22"E	21.45
L25	S09°12'39"W	125.14
L26	N01°14'44"E	69.20
L27	N42°05'40"E	64.58
L28	N13°12'26"E	79.11
L29	N02°16'08"E	92.81
L30	N09°18'02"W	26.54
L31	N09°18'02"W	51.11
L32	S19°17'24"W	47.50
L33	N01°08'20"W	141.37
L34	N04°34'57"W	164.01
L35	N04°45'41"W	107.40
L36	N10°13'17"E	142.02
L37	N45°40'11"W	5.00
L38	S33°53'48"W	21.34
L39	S06°05'14"E	19.00
L40	S08°55'49"E	37.69
L41	N05°40'56"E	46.80
L42	N17°10'08"W	121.22
L43	N03°32'23"W	36.46
L44	N09°17'41"W	113.86
L45	N05°04'11"W	36.03
L46	S04°28'13"E	40.20
L47	N01°32'05"E	23.45
L48	S06°23'08"W	20.10
L49	S08°07'20"E	16.57
L50	S48°57'16"E	38.27
L51	S07°05'48"E	75.81
L52	N08°28'25"E	67.04
L53	S49°04'25"E	43.13
L54	S45°05'32"W	91.82
L55	N33°51'46"W	79.26
L56	N47°51'30"E	58.98
L57	N02°04'50"W	68.58
L58	N38°24'20"W	183.20
L59	N04°04'44"W	28.84
L60	N38°43'30"W	136.42
L61	N15°40'22"W	64.42
L62	S27°08'53"E	103.94
L63	S04°06'04"E	87.41
L64	N19°14'33"W	28.92
L65	N74°57'50"W	43.11
L66	S42°50'54"W	43.11
L67	S04°20'41"E	29.02
L68	S33°53'46"W	16.00
L69	S00°34'21"E	61.37
L70	S58°29'34"W	34.50

LINE	BEARING	DISTANCE
L71	N12°48'31"W	110.17
L72	N00°06'27"E	128.21
L73	N05°01'45"E	37.80
L74	S14°07'20"E	144.91
L75	N05°46'18"E	196.71
L76	S15°53'21"W	130.75
L77	N16°06'43"W	117.63
L78	N18°29'24"W	203.25
L79	N30°18'58"W	81.97
L80	N40°25'21"E	128.15
L81	N50°15'21"E	157.12
L82	N45°48'52"E	223.44
L83	N19°10'45"E	161.80
L84	S29°07'08"W	174.41
L85	N73°00'52"E	137.90
L86	N39°44'04"E	283.78
L87	N07°52'16"E	137.41
L88	N05°05'29"E	157.82
L89	N11°00'45"E	189.63
L90	N18°20'53"E	114.44
L91	S13°39'50"W	90.88
L92	S00°12'45"W	146.90
L93	S03°26'06"W	64.22
L94	S26°38'58"W	98.68
L95	S07°01'25"W	138.53
L96	S42°51'27"W	128.27
L97	S59°33'31"W	193.50
L98	S27°21'17"W	110.31
L99	S01°25'50"W	253.55
L100	S41°05'29"W	95.51
L101	S25°08'11"W	64.50
L102	S05°06'23"W	221.86
L103	S04°20'59"E	256.43
L104	S08°25'15"W	29.81
L105	N08°53'14"W	50.28
L106	S01°06'49"W	43.80
L107	N04°20'41"E	30.27
L108	N10°11'38"E	162.30
L109	N04°48'07"E	41.50
L110	N45°41'17"W	98.08
L111	N05°11'53"W	75.02
L112	N05°51'28"W	90.52
L113	N02°32'17"W	84.42
L114	N01°47'14"E	200.86
L115	S10°01'29"W	66.45
L116	S10°19'45"W	74.06
L117	S10°00'22"W	106.25
L118	S12°21'44"W	50.80
L119	S08°25'50"W	78.57
L120	S06°05'18"E	21.42
L121	N15°37'06"W	24.55
L122	N01°48'50"W	202.43
L123	N04°04'28"E	50.00



BELL CREEK PARK

HENRY DISTRICT
HANOVER COUNTY, VIRGINIA
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