

Prepared by and return to:
Cassie R. Craze
Rudy Coyner, Attorneys at Law
P.O. Box 58
Chesterfield, Virginia 23832

Tax map #: 765-609-5980-00000

AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

CHESDIN HARBOR, SECTION 1

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS ("Declaration") is made on the date hereinafter set forth by CHESDIN HARBOR HOMEOWNER ASSOCIATION, INC., a Virginia non-stock corporation ("Association"); HARBORSIDE, LLC, a Virginia limited liability company ("Declarant"), and THE BANK OF SOUTHSIDE VIRGINIA, a Virginia stock corporation ("Bank")(all "Grantors" and "Grantees" for indexing purposes).

WITNESSETH

WHEREAS, Declarant is the owner of certain real property in the County of Chesterfield, Virginia, known as Chesdin Harbor subdivision, more particularly described on Schedule A, which is attached hereto and make a part hereof ("Property"). Declarant desires to create a uniform general plan of development for the Property, which will be aesthetically pleasing to the Owners, and which will foster a peaceful residential lifestyle, will regulate the use of the Common Areas (of the Association) and which will preserve the attractiveness of the Property. In order to protect the value and desirability of the Property and promote the purposes of this Declaration, the Declarant desires to impose certain restrictive covenants, conditions, easements, charges, assessments, and affirmative obligations and liens on the Property as hereinafter set forth, and has signed this Declaration to indicate its desire for the Declaration to run with the land and bind it and future owners of the portions of the Property that it owns.

WHEREAS, The Bank of Southside Virginia owns several Lots located within the Property and has signed this Declaration to indicate its consent to the Declaration and the covenants contained herein and its desire for the Declaration to run with the land and bind it and future owners of the Lots that it owns.

WHEREAS, the Association has been established for the purpose of exercising the rights and responsibilities set forth in this Declaration and has signed this Declaration to indicate its consent to the Declaration and its agreement to assume such rights and responsibilities.

WHEREAS, a Declaration of Covenants, Conditions, and Restrictions, Chesdin Harbor, Section 1 was previously recorded in the Clerk's Office for the Circuit Court of Chesterfield County, Virginia in Deed Book 7902, Page 946 ("Original Declaration"), and was referenced in the Plat of Chesdin Harbor, Section 1, which was dated May 21, 2007 and prepared by Townes Site Engineering, and recorded in the Clerk's Office for the Circuit Court of Chesterfield County on July 18, 2007 in Plat Book 180, Pages 49-51.

WHEREAS, the Original Declaration, in Article VII, Section 4, provides that it can be amended by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots and the consent of the Declarant.

WHEREAS, the Declarant and the Bank own more than seventy-five percent (75%) of the Lots and have also signed this Declaration for the purpose of restating and amending the Original Declaration.

NOW THEREFORE, the Association, Declarant, and the Bank hereby declare that all of the property described on **Schedule A** shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which subject to Article VII, Section 3 hereof, are for the purpose of protecting the value and desirability of and which shall run with said real property and be binding on all parties having any right, title, or interest in the described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I DEFINITIONS

- Section 1. *Association* shall mean and refer to the Chesdin Harbor Homeowner Association, Inc., a Virginia nonstock corporation, its successors and assigns.
- Section 2. *Common Area* shall mean any area designated as Common Area on the Plat, any area that the Association owns or is required to maintain, or any future temporary and/or permanent common area easements created by Declarant and located on the Property currently subject to this Declaration or property which may in the future become subject to this Declaration pursuant to Article VII, Section 5 hereof, including, but not limited to any future sidewalk easements and any future entranceway easements.
- Section 3. *Declarant* shall mean and refer to Harborside, LLC, a Virginia limited liability company, and its successors and assigns.

- Section 4. *Declarant Control Period* shall be the period beginning upon the recordation of the original Declaration of Covenants, Conditions and Restrictions, Chesdin Harbor, Section 1, which was recorded in the Clerk's Office for the Circuit Court of Chesterfield County on July 18, 2007 in Deed Book 7902, Pages 946, et seq. and ending on the date on which the Declarant has conveyed more than seventy five percent (75%) of the Lots; provided, however, that the Declarant shall have the right to terminate the Declarant Control Period at any earlier time as Declarant may elect by written notice to the Association.
- Section 5. *Declaration* shall mean and refer to the Declaration of Covenants, Conditions and Restrictions, Chesdin Harbor, Section 1, which was recorded in the Clerk's Office for the Circuit Court of Chesterfield County on July 18, 2007 in Deed Book 7902, Pages 946, et seq., as amended and/or restated from time to time.
- Section 6. *Lot* shall mean and refer to any plot of land intended to be used as a single-family residential building site shown upon any recorded subdivision plat or re-subdivision plat of the Property and any plot of land intended to be used as a single-family residential building site shown upon any recorded subdivision plat or re-subdivision plat of any additional property that may be annexed to the Property pursuant to Article VII, Section 5 hereof.
- Section 7. *Member* shall mean and refer to those persons entitled to membership in the Association as provided for in this Declaration.
- Section 8. *Owner* shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, including contract purchasers, but excluding those having an interest merely as security for the performance of an obligation.
- Section 9. *Plat* shall mean and refer to the Chesdin Harbor, Section 1 plat dated May 21, 2007 and prepared by Townes Site Engineering, and recorded in the Clerk's Office for the Circuit Court of Chesterfield County on July 18, 2007 in Plat Book 180, Pages 49-51 , and any additional recorded subdivision plats or re-subdivision plat of the Property or any additional property that may be annexed to the Property pursuant to Article VII, Section 5 hereof.

Section 10. *Property* shall mean and refer to that certain real property which is more particularly described on **Schedule A** attached hereto and such additions thereto as may hereinafter be brought within the jurisdiction of the Association or subjected to this Declaration.

Section 11. *Road* shall mean and refer to the roads shown on the Plat and any roads shown on any recorded subdivision plat or re-subdivision plat of any additional property that may be annexed to the Property pursuant to Article VII, Section 5 hereof.

ARTICLE II PROPERTY RIGHTS

Section 1. *Owners' Easements of Enjoyment.* Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- a. The right of the Association to charge reasonable admission and other fees, if applicable, and to establish rules and regulations for the use of the Common Area;
- b. The right of the Association to suspend the voting rights and right to use of the Common Area by an Owner after notice and opportunity for a hearing for any period during which an assessment against his/her Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- c. The right of the Association to dedicate, transfer, or grant an non-exclusive easement over all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be imposed by law (including, without limitation, the Zoning Ordinance of Chesterfield County, Virginia) or provided in the Articles of Incorporation of the Association or agreed to by the Members and Declarant. No such dedication or transfer will be effective unless an instrument signed by two thirds (2/3) of the Members and Declarant agreeing to such dedication or transfer has been recorded. Declarant reserves the right, even after expiration of the Declarant Control Period, to re-subdivide any or all Lots that it owns without having to obtain the consent of the Association or any Lot Owner.

Section 2. *Delegation of Use.* Any Owner may delegate, subject to any rules and regulations of the Association, his right of enjoyment to the Common Area and facilities to the members of his family and their guests, tenants, or contract purchasers who reside on the Lot.

Section 3. *Additional Easements.* Declarant reserves the right, for itself and its successors in interest, to grant prior to the conveyance of any Lot any additional easements over, under, through, and across such Lot as are necessary for the purpose of drainage or furnishing electricity, telephone, cable television, sewer, water, or any other utility system.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. *Members.* Every Owner of a Lot or any other property which is subject to assessment pursuant to this Declaration shall be a member of the Association. The foregoing does not include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. *Voting Rights.* Members shall be all Owners of Lots (including the Declarant). The Owner of each Lot, other than the Declarant, shall be entitled to cast one vote for each Lot owned. The Declarant shall be entitled to cast three (3) votes for each Lot owned.

Section 3. *Election of New Board of Directors.* Upon the expiration of the Declarant Control Period, the members of the Association shall elect a Board of Directors as provided in the By-Laws of the Association. During the Declarant Control Period, the Declarant shall have the sole and absolute right to appoint, in its sole and absolute discretion, the members of the Board of Directors.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. *Creation of the Lien and Personal Obligation of Assessments.* The Declarant, for each Lot located within the Property, hereby covenants and each Owner of any Lot, except for the Declarant, by acceptance of a deed therefore, whether or not it shall be expressed in such deed, is deemed to covenant and agree to pay to the Association:

- a. annual assessments or charges and;
- b. special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made. Each such assessment together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them.

Section 2. *Purpose of Assessments.*

- a. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Property and for the improvement, reconstruction, maintenance and repair of the Common Area and the maintenance of any planting strips, entrance signs or landscaped areas along any entrance or access way to the Property.
- b. If the need for reconstruction, maintenance, or repair of any part of the Common Area is caused through the willful or negligent act of any Owner, his family, guests, permittees, invitees, or agents, or in connection with construction on any Lot, the cost of such reconstruction, maintenance, or repairs shall be added to and become part of the assessment to which such Lot is subject.
- c. The Association shall pay any real and personal property taxes, if any, and other charges against the Common Area.
- d. The Association shall maintain a policy or policies of liability insurance, insuring the Association, Owners and their agents, guests, permittees, and invitees against liability to the public or to said Owners, their guests, permittees, or invitees incident to the ownership or use of the Common Area in an amount not less than \$1,000,000.00 for any one person injured, \$1,000,000.00 for any one accident and \$1,000,000.00 for property damage. Said limits shall be reviewed at intervals of not less than three (3) years and

adjusted if necessary to provide such coverage and protection as the Association may deem prudent. The Association shall also maintain such other insurance coverage as is required by law and such other insurance coverage that the Board of Directors deems appropriate.

Section 3. *Maximum Annual Assessment.* Annual assessments may, at the discretion of the Association, be collected in annual, monthly or quarterly installments. Until December 31, 2012 the maximum annual assessment for a Lot shall be \$150.00 per Lot. For 2013 and subsequent years, the maximum annual assessment may be increased each year not more than 10% above \$150.00 or the assessment for the previous year (whichever is greater), without a majority vote of the membership. The Board of Directors shall fix the annual assessment for the Lots at an amount not in excess of the permitted maximum. The annual assessment shall be the same for all Lots.

Section 4. *Special Assessments for Capital Improvements.* In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, maintenance, repair or replacement of the Common Area or a capital improvement located upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose. Special assessments shall be the same for all Lots.

Section 5. *Notice and Quorum for Any Action Authorized Under Sections 3 and 4.* Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 of this Article IV shall be sent to Members of the Association not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one half

(1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. *Payment of Assessment.* Both annual and special assessments may be collected on an annual, monthly, or quarterly basis, as determined by the Board of Directors of the Association.

Section 7. *Commencement of Annual Assessments: Due Dates.* The annual assessments provided for herein shall commence on such date as may be determined by the Board. Prior to such time, the Declarant, at its cost, shall maintain the Common Areas, pay all real estate taxes assessed against the Common Areas, and pay all premiums for the liability insurance required to be maintained hereunder. The Board of Directors shall fix the amount of the annual assessment against Lots at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto at least thirty (30) days prior to its due date. The Association shall, upon demand, and for a reasonable charge, furnish a certification signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. *Effect of Nonpayment of Assessments: Remedies of the Association.* Any assessment not paid within fifteen (15) days after the due date shall result in a late charge of five percent (5%) of the amount due. Any assessment not paid within sixty (60) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. If any assessment is not paid within sixty (60) days after its due date, the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose on the lien against the property or exercise the rights reserved in Article II, Section 1(b) of this Declaration. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

ARTICLE V ARCHITECTURAL CONTROL

No improvements, either permanent or temporary, alterations, repairs, changes in color, excavations, changes in grade, major landscaping, or other work which in any way alters the exterior appearance of any Lot or improvement located thereon from its natural or improved state

existing on the date such Lot was first conveyed in fee by the Declarant to an Owner (including, but not limited to, disturbances of or discharges into wetlands, clearance of trees and vegetation, driveways, entrance ways, fences, mailboxes, and lamp post structures), shall be made or done until the plans, specifications, working drawings, and proposals for the same showing the nature, kind, shape, type, color, materials, and location of the improvements on the Lot and a landscaping plan shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures, topography, and applicable governmental requirements by an architectural committee (Architectural Committee). The Architectural Committee shall be composed one or more representatives appointed by Declarant until such time as Declarant either turns over the authority to appoint the Architectural Committee to the Association or until the Declarant no longer owns any Lots, at which time the Board shall appoint one or more persons as members of the Architectural Committee. The Declarant may turn over authority to appoint Architectural Committee members for review of new construction and modification of existing construction at different times, and expressly reserves the right to maintain control over review of new construction for so long as Declarant owns any Lots even if it has turned over authority to review modifications to existing construction to the Association. The Architectural Committee shall establish reasonable rules and regulations relating to the procedure for architectural approvals and general guidelines for architectural plans. The Architectural Committee shall have the right to establish a reasonable review fee for approval of plans. In the event the Architectural Committee fails to approve, modify or disapprove in writing an application within forty-five (45) days after plans and specifications have been submitted in writing to it, in accordance with adopted procedures, approval will be deemed granted. Neither the Association, the Architectural Committee, nor the Declarant shall be liable to an Owner or to any other person on account of any claim, liability, damage, or expense suffered or incurred by or threatened against an Owner or such other person arising out of or in any way relating to the subject matter of any reviews, acceptances, inspections, permissions, consents, or required approvals which must be obtained from the Association, the Architectural Committee and/or the Declarant whether given, granted or withheld.

ARTICLE VI USE RESTRICTIONS

Section 1. *Restrictions on Use.* Lots shall be occupied and used as follows:

- a. Lots shall be used for private residential purposes only and no building of any kind whatsoever shall be erected or maintained thereon except for:
 - i. One private dwelling house with each dwelling being designated for occupancy by a single family; provided, however, that separate servant quarters shall be permitted to the extent permitted by County of Chesterfield, Virginia ordinances;
 - ii. Private garages for the sole use of the respective Owners of the Lots upon which such garages are erected;
 - iii. A barn provided the barn is not used at any time as a residence either temporarily or permanently; and
 - iv. A single building for the storage of non-commercial vehicles or boats, equipment, and tools used in maintenance of the Lot upon which erected, private greenhouses, garden shelters, and bath houses accessory to swimming pools.
- b. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently.
- c. The construction on any Lot shall be completed within a period of fifteen (15) months after the beginning of construction unless the Architectural Committee grants an exception to this requirement in writing. During construction, the Lot shall be maintained in a clean and uncluttered condition, free of unnecessary accumulation of waste and building debris.
- d. It is the responsibility of each Owner to prevent the development of any unclean, unsightly, or unkept condition of building or grounds on his/her Lot. All improvements on each Lot shall be kept in good repair and, where necessary, painted on a regular basis. No portion of the Property shall be used or maintained as a dumping ground for rubbish. Outdoor burning of leaves, trash and other debris shall not be permitted. All trash, garbage, and other waste shall be kept in sanitary containers which shall be surrounded by wooden screening with such screening being approved by the Architectural Committee.

- e. No nuisance or offensive activity shall be permitted or maintained upon any Lot, nor shall any poultry, hogs, rabbits, cattle, or other livestock be kept thereon with the exception of dogs, cats, or other domestic animals kept as pets by the Owners. Minor agricultural pursuits incidental to residential use of the Lots shall be permitted provided that such pursuits may not include the raising of crops intended for marketing or sale to others. No use shall be made of any Lot which will depreciate or adversely affect the surrounding lots or the Property.
- f. Each residence constructed on a Lot shall be connected to public water and either a private septic system or a public sewer system.
- g. No dwelling house shall be erected upon any Lot with a total floor or living space, exclusive of basements, porches, breezeways, garages, and unfinished storages spaces of less than: (i) twenty-five hundred (2,500) square feet for two-story lake front lots; (ii) eighteen hundred (1,800) square feet for single-story lake front lots; (iii) two thousand square feet for two-story interior lots; and (iv) eighteen hundred (1,800) square feet for single-story interior lots.
- h. No Lot shall be further subdivided without the prior written consent of the Architectural Committee. However, Declarant hereby expressly reserves for itself, its successors, and assigns, the right to re-subdivide any Lot or Lots shown on any recorded plat of subdivision of the Property prior to the delivery of a deed to said Lot or Lots to another Owner without the prior written consent of any Lot Owner.
- i. Except for emergencies, which emergencies must be proven to the satisfaction of the Architectural Committee, no trees with a diameter of six (6) inches or more, measured two (2) feet from the ground, flowering trees, shrubs, or evergreens may be cleared from any Lot without the prior written permission of the Architectural Committee. In the event a Lot Owner violates this covenant, the Lot Owner will be charged twenty-five and no/100ths dollars (\$25.00) per inch of diameter for every such tree removed and it shall be assumed that each tree had no less than a diameter of twelve (12) inches.

- j. No commercially licensed vehicles, recreational vehicles, boats, disabled vehicles, vehicles without a current state license or state inspection sticker, machinery, or other equipment shall be visible from the street for a period exceeding twenty-four (24) hours. Any screening of such vehicles must be approved by the Architectural Committee. This covenant shall not apply to vehicles and equipment used in connection with construction upon Lots, while such construction is in progress, or in connection with the development of the Property. It shall be the responsibility of each Owner to construct and maintain suitable and adequate parking space on his/her Lot and all vehicles shall be parked thereon.
- k. The operation of unlicensed motor bikes, ATV's, bicycles and motorcycles on the Common Area and Lots shall be subject to regulation by the Association and may be prohibited entirely.
- l. No external illumination on any Lot shall be of such a character or intensity or so located as to interfere with any other Owner's use or enjoyment of his/her Lot. No neon or flashing lights shall be permitted. All external lighting must be approved as to size and intensity by the Architectural Committee.
- m. Except during construction, no signs of any kind shall be displayed to the public view on any Lot except:
 - i. one sign not exceeding four (4) square feet in area used for the purpose of advertising the Lot for sale; and
 - ii. one sign not exceeding four (4) square feet in area which identifies the resident occupying the Lot, the name of the Lot, or both.
- n. No temporary, portable, or above-ground swimming pools with a capacity in excess of two hundred fifty (250) gallons may be erected or maintained on any Lot without the written permission of the Architectural Committee and approval for same may be subject to such conditions as the Architectural Committee may deem necessary. The location of all in-ground swimming pools must be approved by the Architectural Committee and the Architectural Committee may require that such swimming pools be screened from view by adjacent property.

- o. No outside antennas or satellite dishes except those required by to permitted by the Federal Telecommunications Act of 1996, as amended, shall be permitted on any Lot. The Architectural Committee may grant exceptions to this requirement until cable television is provided. The preferred location of permitted antennas and satellite dishes shall be on the rear of the dwelling if an acceptable quality signal can be obtained in that location.
- p. Notwithstanding any other provision of this Article VI, Section 1, the Declarant may construct, operate, and maintain a sales office upon any Lot which it owns until such time as ninety percent (90%) of the Lots have been sold by the Declarant to another Owner.
- q. No construction shall be permitted without appropriate erosion control so as to prevent the discharge of any soil or other materials onto any other Lot or Common Area. The Architectural Committee may establish reasonable rules and regulations establishing a maximum percentage of any Lot which may be covered by a building, driveway, or other structure.
- r. No fences or walls not constituting a part of a building shall be erected, placed, or altered on any Lot nearer to any street than the minimum exterior setback line, but in no case shall it extend further forward than the rear of the house except with the approval of the Architectural Committee.
- s. No Lot Owner shall disturb any siltate creek, shoulders, backslopes, ditches, pavement, curb, gutter, driveway culvert, or any other improvement within the public right-of-way. Each Lot Owner agrees to be responsible for disturbances and siltation caused by themselves, their employees, suppliers, contractors, or others, and shall have fourteen (14) days from the receipt of the a letter from the Declarant and/or Architectural Committee to correct he damage. If a Lot Owner fails to correct the damage in a workmanlike manner, then the Declarant or Association shall have the right to correct the damage and bill the Lot Owner directly on a cost-plus-fifty-percent (50%) basis. If a Lot Owner does not make payment within thirty (30) days of presentation of the bill, a two percent (2%) per month service charge will be applied to such bill.

Section 2. *Waiver.* Any one or more of the covenants imposed in Section 1 of this Article VI may be waived, modified, or rescinded, in whole or in part, as to all of the Property or any Lot, by written instrument of the Architectural Committee.

ARTICLE VII GENERAL PROVISIONS

Section 1. *Enforcement.* The Declarant, the Association, or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, and covenants, of this Declaration. Failure by the Declarant, the Association, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. *Severability.* Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. *Termination.* The provisions of this Declaration shall run with and bind the Property for a term of thirty (30) years from the date this Declaration is recorded, after which time it shall be automatically extended for successive periods of ten (10) years unless terminated at the end of such thirty-year (30-year) period or ten-year (10-year) period, as the case may be, by a vote of the Owners of not less than fifty-one percent (51%) of the Lots.

Section 4. *Amendment.* This Declaration may be amended by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots; provided, however, that Declarant must consent to such amendment until such time as Declarant no longer owns any Lots. Any amendment must be recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia.

Section 5. *Annexation.*

- a. Additional property may be annexed to the Property from time to time by the Declarant or its successors in title as to such property by recording an instrument in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia subjecting the property to be annexed to the terms hereof; provided, however, that only single-family residential lots or subdivisions may be annexed to the Property.

- b. Upon recordation of the annexation instrument, the property annexed shall be subject to assessment as set forth in Article IV hereof and otherwise subject and entitled to the burdens and benefits created hereby.
- c. By their purchase or by obtaining any interest in any Lot subject to the Declaration, all Owners of Lots or any interest therein, their heirs, and personal representatives, successors, and assigns, recognize that the Declarant may be or become the owner of property in the vicinity of the Property and that such property may never become subject to this Declaration and may be developed by the Declarant in a manner that does not conform to the requirements of this Declaration. By their purchase or obtaining any interest in any Lot subject to this Declaration, all such parties recognize and agree that all such property of the Declarant not made specifically subject to this Declaration by a written and appropriately recorded document will in no way be burdened or bound by this Declaration or any restrictive covenants in equity, equitable easements, equitable servitudes, implied restrictive covenants in equity or implied reciprocal negative easements, covenants, or servitudes according to any doctrine or theory that could in any way be construed to impose the provisions of this Declaration on any such property of Declarant not made subject specifically thereto in writing and recorded.

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WITNESS the following signatures and seals:

ASSOCIATION:

CHESDIN HARBOR HOMEOWNER
ASSOCIATION, INC., a Virginia non-stock
corporation

By: [Signature]
(Name and Title)

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Henrico

On this 21st day of February, 2013, before me, the undersigned notary public,
personally appeared J. Ryan Lingerfelt, the President of the
Chesdin Harbor Homeowner Association, Inc., a Virginia non-stock corporation, who is known
to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing
instrument and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Registration #: 7246508
My commission expires: February 28, 2013

[Signature]
Notary Public



DECLARANT AND OWNER OF LOTS 1-6, 8-11,
13-21, 23-26, AND 28

HARBORSIDE, LLC, a Virginia limited liability
company

By: [Signature], Manager
(Name and Title)

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Henrico

On this 21st day of February, 2013, before me, the undersigned notary public,
personally appeared J. Ryan Lingerfelt, as
Manager of Harborside, LLC, a Virginia limited liability
company, who is known to me (or satisfactorily proven) to be the person whose name is
subscribed to the foregoing instrument and acknowledged that he/she executed the same for the
purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Registration #: 7246508
My commission expires: February 28, 2013

[Signature]
Notary Public



OWNER OF LOTS 12, 22 AND 27

THE BANK OF SOUTHSIDE VIRGINIA, a
Virginia stock corporation

By: _____
(Name and Title)

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____

On this ____ day of _____, 2013, before me, the undersigned notary public,
personally appeared _____, the
_____ of The Bank of Southside Virginia, a Virginia stock
corporation, who is known to me (or satisfactorily proven) to be the person whose name is
subscribed to the foregoing instrument and acknowledged that he/she executed the same for the
purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Registration #: _____
My commission expires: _____

Notary Public

CERTIFICATE OF PRESIDENT OF
CHESDIN HARBOR HOMEOWNER ASSOCIATION, INC.

I, J. Ryan Lingerfelt, the President of Chesdin Harbor Homeowner Association, Inc., hereby certify that the above AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS was consented to and approved by the Declarant and the Owners of more than seventy-five percent (75%) of the Lots subject to the Declaration. The Chesdin Harbor Subdivision is located in Chesterfield County, Virginia, and the original Declaration is recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, in Deed Book 7902, Page 946.

By: [Signature]
President
Attest: [Signature]
Secretary

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Henrico

On this 22 day of February, 2013, before me, the undersigned notary public, personally appeared J. Ryan Lingerfelt, the President of the Chesdin Harbor Homeowner Association, Inc., a Virginia non-stock corporation, who is known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Registration #: 7523896
My commission expires: 5/31/2016

[Signature]
Notary Public

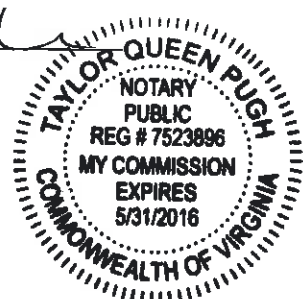
COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Henrico

On this 22 day of February, 2013, before me, the undersigned notary public, personally appeared Lynn K. Medley, the Secretary of the Chesdin Harbor Homeowner Association, Inc., a Virginia non-stock corporation, who is known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Registration #: 7523896
My commission expires: 5/31/2016

[Signature]
Notary Public



SCHEDULE A

ALL those certain lots, pieces or parcels of land, lying and being in Matoaca District, Chesterfield County, Virginia, and being known as Chesdin Harbor, Section 1, as shown on a plat entitled Chesdin Harbor, Section 1, Chesterfield County, Virginia dated May 21, 2007 prepared by Townes Site Engineering, recorded July 18, 2007 in Plat Book 180, Page 49-51, in the Clerk's Office, Circuit Court, Chesterfield County, Virginia, reference to which plat is hereby made for a more particular description of the property.