Brandermill Community Association

GOVERNING DOCUMENTS

GENERAL COVENANTS
DECLARATION OF RIGHTS, RESTRICTIONS, AFFIRMATIVE OBLIGATIONS AND CONDITIONS APPLICABLE TO ALL PROPERTY IN BRANDERMILL, SINGLE FAMILY COVENANTS, GARDEN HOME COVENANTS, and MULTIPLE FAMILY COVENANTS

OF THE BRANDERMILL COMMUNITY ASSOCIATION, INC.

NOTE: This document does not comply with the full requirements of a Disclosure Package

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Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to all Property in Brandermill

August 30, 1974

Brandermill Community Association

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DECLARATION OF RIGHTS, RESTRICTIONS, AFFIRMATIVE OBLIGATIONS AND CONDITIONS APPLICABLE TO ALL PROPERTY IN BRANDERMILL AUGUST 30, 1974

WHEREAS, BRANDERMILL, a joint venture existing under the laws at the Commonwealth of Virginia (the Company) between Swift Creek Development Corporation, a Virginia corporation, and Sea Pines of Virginia, Inc., a Delaware corporation, is the owner of a certain lands located within a community known as "Brandermill" in Chesterfield, Virginia.

WHEREAS, the Company wishes to declare certain restrictive covenants affecting certain lands in Brandermill.

NOW, THEREFORE, the Company does hereby declare that the covenants contained herein shall be covenants running with the land and shall apply to the lands described in Exhibit "A" attached hereto. The Company reserves in each instance the right to add additional restrictive covenants in respect to said properties to be conveyed, or to limit therein the application of this Declaration.

DEFINITIONS

"Brandermill" when used herein shall refer to the lands in Chesterfield County, Virginia, which are shown as a part of Brandermill on the Company's Master Development Plan, as revised from time to time.

Whenever used herein, the term "Company" or "the Company" shall refer to Brandermill, a Virginia joint venture between Swift Creek Development Corporation and Sea Pines of Virginia, Inc., its successors and assigns.

Whenever used herein, the term "Association" shall refer to Brandermill Community Association, Inc., a Virginia non-profit corporation, its successors and assigns and any other community or owners association within Brandermill organized by the Company or by others with the consent of the Company.

The term "Property" when used herein shall refer to any tract of land or subdivision thereof in Brandermill which has been subjected to the provisions of this Declaration by reference in deeds issued by the Company.

The term "Property Owner" when used in this Declaration shall mean and refer to all owners of an interest in real property in Brandermill including, but not limited to, owners of property or tracts of land and owners of condominium units, whether such property, tracts or units are used or intended to be used for residential, commercial or recreational purposes.

The covenants and restrictions below will be referred to as the General Covenants of August 30, 1974, and will be recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, and may be incorporated by reference in deeds to real property issued by the Company by reference to the book and page of recording in the land records of said Clerk's Office.

PART I
COVENANTS, RESTRICTIONS AND AFFIRMATIVE OBLIGATIONS APPLICABLE TO ALL PROPERTY IN BRANDERMILL

The primary purpose of these covenants and restrictions and the foremost consideration in the origin of same has been the creation of a community which is aesthetically pleasing and

location of dwellings and other structures makes it impossible to take full advantage of the individual characteristics of each parcel of property and of technological advances and environmental values. For this reason such standards are not established by these covenants. However, certain standards are embodied in the "Conditional Use for a Planned Development for Brandermill" adopted by the Chesterfield County Board of Supervisors. In order to implement the purposes of these covenants, the Company shall establish and amend from time to time objective standards and guidelines which shall be in addition to and more restrictive than said Conditional Use.

1. No building, fence or other structure shall be erected, placed or altered nor shall a building permit for such improvement be applied for on any property in Brandermill until the proposed building plans, specifications, exterior color or finish, plot plan (showing the proposed location of such building or structure, drives and parking areas), landscape plan, the pollution control plan described in paragraph 1 of Part II, and construction schedule shall have been approved in writing by the Company, its successors or assigns, Refusal of approval of plans, location or specification may be based by the Company upon any ground, including purely aesthetic conditions, which in the sole and uncontrolled discretion of the Company shall seem sufficient. No alteration in the exterior appearance of any building or structure shall be made without like approval by the Company. One (1) copy of all plans and related data shall be furnished the Company for its records. In the event approval of such plans is neither granted nor denied within thirty (30) days following receipt by Company of written demand for approval, the provisions of this paragraph shall be thereby waived. This paragraph shall not apply to any property utilized by a governmental entity or institution.

2. In order to assure that location of buildings and other structures will be located and staggered so that the maximum view, privacy and breeze will be available to each building or structure, and that structures will be located with regard to the topography of each property taking into consideration the location of large trees and other aesthetic and environmental considerations, the Company reserves unto itself, its successors and assigns, the right to control absolutely and solely to decide (subject to the provisions of the Zoning Ordinance of the County of Chesterfield, Virginia) the precise site and location of any building or structure or structures on any property in Brandermill for reasons which may in the sole and uncontrolled discretion and judgment of the Company seem sufficient. Such location shall be determined only after reasonable opportunity is afforded the property owner to recommend a specific site. Provided, however, that in the event an agreed location is stipulated in writing in the contract of purchase, and such location complies with the Zoning Ordinance of the County of Chesterfield, Virginia, the Company shall approve automatically such location for a residence or group of residential units.

3. Each property owner shall provide space for the parking of automobiles off public streets prior to the occupancy of any building or structure constructed on said property in accordance with reasonable standards established by the Company.

4. No signs shall be erected or maintained on any property by anyone including, but not limited to, the owner, a realtor, a contractor or subcontractor, except with the written permission of the Company or except as may be required by legal proceedings. If such permission is granted, the Company reserves the right to restrict size, color and content of such signs. Residential property identification and like signs not exceeding a combined total of more than one (1) square foot may by erected without the written permission of the Company.

5. It shall be the responsibility of each property owner and tenant to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on such property which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area.

6. All animals must be secured by a leash or lead, or under the control of a responsible person and obedient to that person's command at any time they are permitted outside a house or other dwelling or other enclosed area approved by the Company for the maintenance and confinement of animals.

7. Prior to the occupancy of a building or structure on any property, proper and suitable provisions shall be made for the disposal of sewage by connection with the sewer mains of the Chesterfield County public sewer system which is the only system presently approved by Chesterfield County for use in Brandermill, or other means of sewage disposal if other means are approved by Chesterfield County.

8. Prior to the occupancy of a residence on any property, provisions for water shall be made by connection with the water lines of the Chesterfield County public water system which is the only system presently approved by Chesterfield County for use in Brandermill, or other water system if other water system is approved by Chesterfield County.

9. The Company reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right on, over and under the ground to erect, maintain and use electric, Community Antenna Television, and telephone poles, wires, cables, conduits, drainage ways, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone, equipment, gas, sewer, water, drainage or other public conveniences or utilities on, in or over those portions of such property as may be reasonably required for utility line purposes: provided, however, that no such utility easement shall be applicable to any portion of such property as may (a) have been used prior to the installation of such utilities for construction of a building whose plans were approved pursuant to these covenants by the Company, or (b) such portion of the property as may be designated as the site for a building on a plot plan for erection of a building which has been filed with the Company and which has been approved in writing by said Company. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. The Company further reserves the right to locate wells, pumping stations, situation basins and tanks within Brandermill in any open space or on any property designated for such use on the applicable plat of said property, or to locate same upon any property with the permission of the owner of such property. Such rights may be exercised by any licensee of the Company, but this reservation shall not be considered an obligation of the Company to provide or maintain any such utility or service.

10. Whenever the Company is permitted by these covenants (including all parts hereof) to correct, repair, clean, preserve, clear out or do any action on any property or on the easement areas adjacent thereto, entering the property and taking such action shall not be deemed a trespass.

PART II
ADDITIONAL RESTRICTIONS TO IMPLEMENT EFFECTIVE ENVIRONMENTAL CONTROLS

In order to protect the natural beauty of the vegetation, topography, and other natural features of all properties within Brandermill and the beauty and purity of the Swift Creek Reservoir and other watershed areas in Brandermill, the following environmental controls are hereby established:

1. Topographic and vegetation characteristics of properties within Brandermill shall not be altered by removal, reduction, cutting, excavation or any other means without the prior written approval of the Company. Written approval will be granted hereunder only after a plan designed to protect the Swift Creek Reservoir from pollution resulting from erosion, pesticides or the seepage of fertilizer or other materials has been submitted to and accepted by the Company. Written approval will be granted for the minimum amount of earth movement and vegetation reduction required in plans and specifications approved pursuant to the provisions of paragraph 1 of part I of these covenants.

2. No trees measuring six (6) inches or more in diameter at a point two (2) feet above ground level may be removed without the written approval of the Company. Approval for the removal of trees located within ten (10) feet of the main dwelling or accessory building or within ten (10) feet of the approved site for such building will be granted unless such removal will substantially decrease the beauty of the property.

3. In order to implement effective and adequate erosion control and protect the purity and beauty of the Swift Creek Reservoir, the Company, its successors and assigns, and its agents shall have the right to enter upon any property before or after a building or structure had been constructed thereon for the purpose of performing any grading or landscaping work or constructing and maintaining erosion prevention devices. Provided, however, that prior to exercising its right to enter upon the properties for the purpose of performing any grading or landscaping work or constructing or maintaining erosion prevention devices, the Company, its successors and assigns, shall give the owner of the property the opportunity to take any corrective action required by giving the owner of the property notice indicating what type of corrective action is required and specifying in that notice that immediate corrective action must be taken by the owner. If the owner of the property fails to take the corrective action specified immediately, the Company, its successors or assigns shall then exercise its right to enter upon the property in order to take the necessary corrective action. The cost of such erosion prevention measures when performed by the Company, its successors or assigns shall be kept as low as reasonably possible. The cost of such work, when performed by the Company, its successors or assigns on an improved property, shall be paid by the owner thereof. Entrance upon a property pursuant to the provisions of this paragraph shall not be deemed a trespass.

4. In order to implement effective insect, reptile and woods fire control, the Company and its agents have the right to enter upon any property on which a building or structure had not been constructed and upon which no landscaping plan had been implemented, for the purpose of mowing, removing, clearing, cutting, or pruning underbrush, weeds or other unsightly growth, which in the opinion of the Company detracts from the overall beauty, setting and safety for Brandermill. The cost of this vegetation control shall be kept as low as reasonably possible and shall be paid by the owner of the property. The Company and its agents may likewise enter upon such property to remove any trash which has collected or to abate a threat to Swift Creek Reservoir from pollution. Such entry shall not be made until thirty (30) days after the owner of

the property has been notified in writing of the need of such work and unless such owner fails to perform the work within said thirty (30) day period. The provisions in this paragraph shall not be construed as an obligation on the part of the Company to mow, clear, cut or prune any property, to provide garbage or trash removal services, or to provide water pollution control on any privately owned property. Entrance upon property pursuant to the provisions of this paragraph shall not be deemed a trespass.

5. In addition, the Company reserves unto itself, its successors and assigns a perpetual, alienable and releasable easement and right on, over and under any property to dispense pesticides and take other action which in the opinion of the Company is necessary or desirable to control insects and vermin, to cut fire breaks and other activities which in the opinion of the Company are necessary or desirable to control fires on any property or any improvements thereon. In the exercise of the rights reserved in this paragraph 5, the Company must take necessary precautions to protect the purity of the Swift Creek Reservoir. Entrance upon property pursuant to the provisions of this paragraph shall not be deemed a trespass.

The rights reserved unto the Company in this paragraph 5 and in paragraphs 3 and 4 above shall not be unreasonably employed and shall be used only where necessary to effect the stated intents and purposes of said paragraphs.

6. Swift Creek Reservoir is a primary water supply for Chesterfield County, Virginia, and the Company, the Association, and owners of property within Brandermill, their successors and assigns have a responsibility to avoid causing material adverse effect to the beauty, quality and purity of the waters thereof. In order to insure that this responsibility is fully met, the Company shall promulgate and amend from time to time rules and regulations which shall govern such sensitive environmental activities as the application of fertilizers and pesticides and other chemicals, erosion control measures and any other activities as may materially affect the waters of the reservoir. Failure of any owner or tenant of property in Brandermill to comply with the requirements of such rules and regulations shall constitute a breach of these covenants. The Company hereby reserves unto itself a perpetual, alienable and releasable easement and right on, over and under all property in Brandermill for the purpose of taking any action necessary to effect compliance with the environmental rules and regulations. The cost of such action by the Company shall be paid by the owner(s) of the property upon which the work is performed. The provisions of this paragraph shall not be construed to be an obligation of the Company to take any action to effect compliance with the environmental rules and regulations.

7. In order to prevent excessive "run off" or drainage from any property, the company hereby reserves the right to establish a maximum percentage of property which may be covered by a building, patio, driveway or other structures. In the establishment of such maximum percentage, the Company shall consider topography, percolation rate of the soil, soil types and conditions, vegetation cover and other relevant environmental factors.

PART III
ADDITIONAL RESTRICTIONS AFFECTING OPEN SPACE AREAS

1. It is the intent of the Company to maintain and enhance (or to convey subject to open space restrictions to the Association) certain areas which the Company designates as "Open Space Areas" or "Private Open Space Areas" on plats filed for record in the Office of the Clerk of Circuit Court of Chesterfield County, Virginia, by the Company. It is the further intent and purpose of these restrictions and covenants to protect, to maintain and enhance the conservation of natural and scenic resources, to promote the conservation of soils, wet lands, wildlife, game

and migratory birds, enhance the value of abutting and neighboring properties adjacent to such forests, wildlife preserves, natural reservations or sanctuaries or other open areas and open spaces, and to afford and enhance recreation opportunities, preserve historical sites and implement generally the Brandermill Master Plan for development.

2. An easement in Open Space Areas is hereby granted to the owners of properties in Brandermill, tenants and their guests which easement shall entitle such owners, tenants and their guests to enjoy the Open Space Areas subject to the rules and regulations of the Company.

3. Land designated as Open Space Areas may be employed in the construction, maintenance, and enjoyment of the following facilities, subject to the Conditional Use for a Planned Development approved by the Chesterfield County Board of Supervisors:

(a) Social, recreational, and community buildings.

(b) Public and private profit making clubs, golf courses and other recreational facilities.

(c) Daycare centers, nursery schools, and kindergartens.

(d) Indoor and outdoor recreational establishments.

(e) Art school and/or art gallery and/or nature museum.

(f) Light commercial activities.

(g) Emergency squad(s) and fire stations.

4. Land designated as Private Open Space Areas shall be subject to the easement granted in paragraph 2 of this Part III in every respect except that the enjoyment thereof shall and is hereby limited to owners of property, tenants, and their guests immediately contiguous and adjacent to such land and owners of non-contiguous property designated on plats of property in Brandermill as being entitled to the enjoyment thereof. The easement in Private Open Space Areas hereby granted shall not extend to any area not clearly designated as Private Open Space Areas. All expenses incurred in the protection, maintenance and enhancement of Private Open Space Areas shall be paid equally by the owners who are entitled to an easement of enjoyment over such areas.

5. Upon receipt of the written request of seventy-five percent (75%) of owners having an easement of enjoyment over a Private Open Space Area, the Company may permit the construction, maintenance, and operation of indoor and/or outdoor recreation facilities upon such Private Open Space Area. The cost of such construction, maintenance and operation shall be at the sole costs of the owners entitled to such easement of enjoyment.

6. Pursuant to its overall program of wildlife conservation and nature study, the right is expressly reserved to the Company to erect wildlife feeding stations, to plant small patches of cover and food crops for quail, turkey and other wildlife, to make access trails or paths or boardwalks through said Open Space Areas and Private Open Space Areas for the purpose of permitting observation and study of wildlife, hiking, and riding, to erect small signs throughout the Open Space Areas and Private Open Space Areas designating points of particular interest and attraction, and to take such other steps as are reasonable, necessary and proper to further the aims and purposes of the open space community use and enjoyment thereof.

7. The Company shall have the right to protect from erosion the land described as Open Space Area or Private Open Space Area by planting trees, plants, and shrubs where and to the extent necessary or by such mechanical means as construction and maintenance of siltation basin, or other means deemed expedient or necessary by the Company. The right is likewise reserved to the Company to take steps necessary to provide and insure adequate drainage ways in open space, to cut fire breaks, remove diseased, dead or dangerous trees and carry out other similar activities.

8. The Company reserves unto itself, its successors and assigns a perpetual, alienable and releasable easement of right to go on, over and under the ground to erect, maintain and use electric, Community Antenna Television, telephone poles, wires, cables, conduits, drainage ways, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water drainage or other public conveniences or utilities in said Open Space Areas and Private Open Space Areas. These reservations and rights expressly include the right to cut trees, bushes, or shrubbery, rights to make any gradings of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. The Company further reserves the right to locate wells, pumping stations and tanks within such Open Space Areas and Private Open Space Areas. Such rights may be exercised by any licensee or assignee of the Company, but this reservation shall not be considered an obligation of the Company to provide or maintain any such utility or service.

9. No television antenna, radio receiver or sender or other similar device shall be attached to or installed on the exterior portion of open space property within Brandermill except as following:

(a) The provisions of this paragraph shall not prohibit the Company from installing equipment necessary for a master antenna system, Community Antenna Television (C.A.T.V.) and mobile radio systems or other similar systems within Brandermill; and

(b) Should C.A.T.V. services be unavailable and good television reception not be otherwise available, an association owner may make written application to the Company for permission to install a television antenna and such permission shall not be unreasonably withheld.

10. No dumping of trash, garbage, sewage, sawdust or any unsightly or offensive material shall be placed upon such Open Space Areas or Private Open Space Areas, except as is temporary and incidental to the bona fide improvement of the area in a manner consistent with its classification as open space.

11. The granting of the easement in Open Space Areas and Private Open Space Areas in this part in no way grants to the public or to the owners of any land outside Brandermill the right to enter such open space without the express permission of the Company.

12. The Company expressly reserves to itself, its successors and assigns, every reasonable use and enjoyment of said open space, in a manner not inconsistent with the provisions of this Declaration.

13. The Company further reserves the right to convey Open Space Areas and Private Open Space Areas to the Association. Such conveyance shall be made subject to the provisions of this Part III. As an appurtenance to such conveyances the Association shall have all of the powers, immunities and privileges reserved unto the Company in this part as well as all of the Company's obligations with respect thereto, including the obligation to maintain and enhance set out in paragraph 1 of the part. Property conveyed to the Association pursuant to the authority of this paragraph 13 shall become "Common Properties," "Restricted Common Properties," or "Purchased Common Properties" as prescribed by the "Declaration of Covenants and Restrictions of the Brandermill Community Association, Inc. and Brandermill, a Joint Venture," which are to be recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, contemporaneously herewith.

14. Where the Company is permitted by these covenants to correct, repair, clean, preserve, clear out or do any action on the restricted property, entering the property and taking such action shall not be deemed a breach of these covenants.

15. It is expressly understood and agreed that the granting of the easements set out in this Part III in no way places a burden of affirmative action on the Company, that the Company is not bound to make any of the improvements noted herein, or extend to any property owner any service of any kind, except as such may be undertaken at the expense of the Association.

PART IV
ADDITIONAL RESTRICTIONS AFFECTING GOLF FAIRWAY PROPERTIES

1. "Golf Fairway Property" is defined as all those properties intended for subdivision or development located adjacent to any golf course located in Brandermill.

2. That portion of any Golf Fairway Property within thirty (30) feet of the property or block line bordering the golf course shall be in general conformity with the overall landscaping pattern for the golf course fairway area established by the golf course architect. All individual landscaping plans must be approved by the Company before implementation.

3. There is reserved to the Company a "Golf Course Maintenance Easement Area" on each property adjacent to any golf course located in Brandermill. This reserve easement shall permit the Company at its election to go onto any Golf Course Maintenance Easement Area. Such maintenance and landscaping may include regular removal of underbrush, trees less than six (6) inches in diameter, stumps, trash or debris, planting of grass, watering, application of fertilizer, and mowing the easement area. This Golf Course Maintenance Easement Area shall be limited to the portion of such property within thirty (30) feet of the boundary line(s) bordering the golf course, or such lesser area as may be shown as a Golf Course Maintenance Area on the recorded plat of such property provided, however, that the above described maintenance and landscaping rights shall apply to the entire property until there has been filed with the Company a landscaping plan for such property by the owner thereof, or alternatively, a building or other structure is constructed thereon.

4. Until such times as a building or other structure is constructed on a property, the Company reserves an easement to permit and authorize registered golf course players and their caddies to enter upon a property to recover a ball or play a ball, subject to the official rules of the course, without such entering and playing being deemed a trespass. After a building or other structure is constructed, such easement shall be limited to that portion of the property included in the Golf Course Maintenance Easement Area, and recovery of balls only, not play, shall be permitted in such easement area. Golfers or their caddies shall not be entitled to enter on any such property with a golf cart or other vehicle, and shall not spend unreasonable time on such property. After construction of a building or other structure on a Golf Fairway Property, "Out of Bounds" markers maybe placed on said property at the expense of the Company.

5. Owners of Golf Fairway Property shall be obligated to refrain from any actions which would detract from the playing qualities of the golf course or the development of an attractive overall landscaping plan for the entire golf course area. Such prohibited actions shall include, but are not limited to, such activities as burning trash on a property when the smoke would cross onto the fairway, and the maintenance of unfenced dogs or other pets on the property under conditions interfering with play due to their loud barking, running on the fairways, picking up balls or other like interference with play.

6. Notwithstanding the provisions on paragraph 3 of the Part IV, the Company hereby reserves the right to allow an owner to construct a building or other structure over a portion of the Golf Course Maintenance Easement Area in those cases where it, in its uncontrolled discretion, subject to the Zoning Ordinances of the County of Chesterfield, Virginia, determines that such construction will not materially lessen the beauty or playing qualities of the adjacent golf course.

PART V
ADDITIONAL RESTRICTIONS AFFECTING ALL WATERFRONT AREAS

1. In order to preserve the natural appearance and scenic beauty of Brandermill and to provide a "cover" for animals which habitually move along the lake edges, there is hereby established a construction and clearing restricted zone on all properties fronting on Swift Creek Reservoir. That portion of any property located within eighty (80) feet of the one hundred seventy-eight (178) feet elevation contour around the reservoir shall be preserved substantially in its present natural state except for moderate clearing for view and breeze. Notwithstanding the foregoing, the Company hereby reserves the right to exempt properties from said construction and clearing restrictions in those cases where it, in its uncontrolled discretion, determines that such exemption will not materially lessen the natural appearance and scenic beauty of Brandermill or is necessary to protect the shoreline from erosion or the Swift Creek Reservoir from pollution.

The following horizontal construction set back restriction from the one hundred seventy-eight (178) foot elevation contour around Swift Creek Reservoir is hereby established:

(a) In Residential Areas, no building or other structure shall be constructed or maintained on any property within one hundred (100) feet of said contour, and no parking areas designed to accommodate more than two (2) automobiles shall be constructed or maintained on any property within one hundred fifty (150) feet of said contour.

(b) In all open space, recreational areas, activity centers, and village centers, no buildings or other structures shall be constructed or maintained within ten (10) feet of said contour and no parking areas designed to accommodate more than two (2) automobiles shall be constructed or maintained within seventy (70) feet of said contour.

(c) No buildings or other structures of any kind shall be placed, erected or maintained below the one hundred eighty (180) foot contour around the reservoir or within an easement owned by Chesterfield County.

2. The use of the surface of Swift Creek Reservoir by owners, their tenants and employees, shall be governed by Uniform Rules and Regulations established and amended from time to time by the Company subject to that Agreement and Deed of Easement dated December 11, 1968, recorded in the Office of the Clerk of the Circuit Court of Chesterfield county, Virginia, in Deed Book 946 at page 170 between predecessors in title to Brandermill and the County of Chesterfield, Virginia.

PART VI
ADDITIONAL LIMITATIONS; DURATION AND VIOLATION OF COVENANTS TOGETHER WITH AFTERWORD

1. All covenants, restrictions, and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them specifically including, but not limited to, the successors and assigns, if any, of the Company for a

period of thirty (30) years from the execution date of this Declaration after which time, all said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of property substantially affected by a change in covenants has been recorded agreeing to change said covenants in whole or in part. Unless the contrary shall be determined by a court of equity jurisdiction, "substantially affected" shall mean those properties shown on (a) the plats showing the properties to be modified in permitted use by the change, and (b) the plats which subdivided the property immediately abutting the property shown on plats identified in (a) recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia.

2. In the event of a violation or breach of any of the restrictions contained herein by any property owner, or agent of such owner, the owners of properties in the neighborhood or subdivision, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Company and/or the Association shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing the Company and/or the Association shall have the right, whenever there shall have been built on any property in the subdivision any structure which is in violation of these restrictions, to enter upon such property where such violation exists and summarily abate or remove the same at the expense of the owner, if after (30) days written notice of such violation it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions, or condition contained in this Declaration, regardless of how long such failure shall continue, shall not constitute a waiver of or a bar to such right to enforce.

3. The Company reserves in each instance the right to add additional restrictive covenants in respect to lands conveyed in the future in Brandermill, or to limit therein the application of these covenants. The right to add additional restrictions or to limit the application of these covenants shall be reasonably exercised and shall materially affect only properties for which no subdivision plat shall have been recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, at the time of imposition of additional restrictions or limitation of existing restrictions.

4. The company shall not 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 Company whether given, granted or withheld.

5. The Company reserves the right to assign in whole or in part to the Association its rights reserved in these covenants to grant approvals (or disapprovals), to establish rules and regulations, and all other rights reserved herein by the Company including but not limited to the right to approve (or disapprove) plans, specifications, color, finish, plot plan and construction schedules. Following the assignment of such rights, the Association shall assume all of the Company's obligations which are incident thereto (if any) and the Company shall have no further obligation or liability with respect thereto.

The assignment of such right or rights by the Company to the Association shall be made by written instrument which shall be recorded in said Clerk's Office.

6. Brandermill Community Association, Inc., has established and published certain covenants and land use restrictions affecting properties in Brandermill. Said covenants are to be

recorded contemporaneously herewith in the Realty Records in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia. Properties and owners of property subject to these covenants shall also be subject to the provisions of the said covenants established by Brandermill Community Association, Inc.

7. Other Agreements. Notwithstanding anything contained herein to the contrary, all the provisions of these covenants shall be subject to and conform with the provisions of:

(i) the Zoning Ordinance of the County of Chesterfield, Virginia, and the rules and regulations promulgated thereunder as may from time to time hereafter be amended or modified;

(ii) the Master Plan for the development of Brandermill as approved by the Board of Supervisors of the County of Chesterfield as may from time to time hereafter be amended or modified;

(iii) all conditions imposed on Brandermill in connection with the Conditional Use for a Planned Development granted to Brandermill by such Board of Supervisors under such Zoning Ordinances of the County of Chesterfield, Virginia, as may from time to time hereafter be amended or modified; and

(iv) those three certain Agreements and Deeds of Easement, all dated December 11, 1968, between predecessors in title to Brandermill and the County of Chesterfield, Virginia, and recorded in Deed Book 946 at page 140 (rerecorded in Deed Book 949 at page 657 with plat attached), Deed Book 946 at page 157, and Deed Book 946 at page 170, in the Clerk's Office of the Circuit Court of the County of Chesterfield, Virginia, relating to the creation of flood easements for the Swift Creek Reservoir and the protection, operation, maintenance and use of such reservoir.

None of the provisions of this paragraph 7 are or shall in any way be construed to be or to constitute a conveyance, transfer, disposition, waiver or relinquishment of any right, title and interest of Brandermill in and to or under any of the above referenced instruments or documents to or for the benefit of any other person, firm or corporation.

8. Wherever reference is made in these covenants to Brandermill, its successors and assigns, such reference to "successors and assigns" shall be deemed to mean and include, unless the context indicates otherwise, and without limiting the generality of such reference, the County of Chesterfield, Virginia, and its duly authorized or appointed agencies, departments, authorities, boards or commissions.

9. Severability. Should any covenant or restriction herein contained, or any article, section, subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in nowise affect the other provisions hereof which are hereby to be severable and which shall remain in full force and effect.

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SIGNATURES APPEAR ON NEXT PAGE(S)]

Dated this 30th day of August, 1974.

BRANDERMILL, a Virginia Joint Venture
By: SWIFT CREEK DEVELOPMENT CORPORATION

BY: E A Powell
President

ATTEST: Joseph B McCutcheon
Secretary
(CORPORATE SEAL)

And By: SEA PINES OF VIRGINIA, INC.

BY: Harry H. Frampton III
Executive Vice President

ATTEST: Cynthia Darwin
Assistant Secretary
(CORPORATE SEAL)

STATE OF VIRGINIA
COUNTY OF CHESTERFIELD

I, the undersigned, a notary public in and for the jurisdiction aforesaid, do hereby certify that E. A. Powell and Joseph B. McCutcheon whose names as president and secretary, respectively, of Swift Creek Development Corporation, are signed to the foregoing instrument bearing date of August 30, 1974, having acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand and seal this 30th day of August, 1974.

Elizabeth Dantler
Notary Public, State of Virginia
My Commission Expires: July 22, 1978

STATE OF VIRGINIA
COUNTY OF CHESTERFIELD

I, the undersigned, a notary public in and for the jurisdiction aforesaid, do hereby certify that Harry H. Frampton, III, and Cynthia Darwin, whose names as Executive Vice President and Assistant Secretary, respectively, of Sea Pines of Virginia, Inc., are signed to the foregoing instrument bearing date of August 30, 1974, having acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand and seal this 30th day of August, 1974.

Elizabeth Dantler
Notary Public, State of Virginia
My Commission Expires: July 22, 1978

AMENDMENT BY PARTIAL RESTATEMENT OF DECLARATION OF RIGHTS, RESTRICTIONS, AFFIRMATIVE OBLIGATIONS AND CONDITIONS APPLICABLE TO ALL PROPERTY IN BRANDERMILL

THIS AMENDMENT BY PARTIAL RESTATEMENT made this 20th day of December, 1974 by Brandermill, a Joint Venture, between Swift Creek Development Corporation, a Virginia corporation and Sea Pines of Virginia, Inc., a Delaware corporation, hereinafter called the "Company".

W I T N E S S E T H :

WHEREAS, on August 30, 1974 the Company filed for record a Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Property in Brandermill which is recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia in Deed Book 1130 at page 378.

WHEREAS, the Company desires to make certain amendments to the Declaration as provided for in Part VI, Section 3 thereof.

NOW THEREFORE, the Company does hereby amend and partially restate the Declaration filed by the Company so that from the effective date hereof, the real property described in Exhibit "A" to said Declaration is and shall be conveyed, sold, given, donated, leased, occupied and used subject to the restrictions, conditions, easements and affirmative obligations (hereinafter sometimes referred to as "the Covenants") hereinafter set forth.

The Company does hereby amend the following sections of the Declaration: Part I Section 1; Part III Section 13; Part V Section 2; Part IV Sections 5 and 6 by deleting these sections and inserting in lieu thereof the following restated sections.

PART I

Section 1. No building, fence or other structure shall be erected, placed or altered nor shall a building permit for such improvement be applied for on any property in Brandermill until the proposed building plans, specifications, exterior color or finish, plot plan (showing the proposed location of such building or structure, drives and parking areas), landscape plan, the pollution control plan described in Paragraph 1 of Part II, and construction schedule shall have been approved in writing by the Company, its successors or assigns. Refusal or approval of plans, location or specifications may be based by the Company upon any ground, including purely aesthetic considerations, which in the sole and uncontrolled discretion of the Company shall seem sufficient. No alteration in the exterior appearance of any building or structure shall be made without like approval by the Company. One (1) copy of all plans and related data shall be furnished the Company for its records. In the event approval of such plans is neither granted nor denied within thirty (30) days following receipt by Company of written demand for approval, the provisions of this paragraph shall be thereby waived. This paragraph shall not apply to any property utilized by a government entity or institution.

PART V

Section 2. The use of Swift Creek Reservoir by owners, their tenants and employees, shall be governed by Uniform Rules and Regulations established and amended from time to time by the Company subject to that Agreement and Deed of Easement dated December 11, 1968, recorded in the Office of the Clerk of the Circuit Court of Chesterfield County, Virginia, in Deed Book 946 at page 170 between predecessors in title to Brandermill and the County of Chesterfield, Virginia.

PART VI

Section 5: The Company reserves the right to assign in whole or in part to the Association its rights reserved in these covenants to grant approvals (or disapprovals), to establish rules and regulations, and all other rights reserved herein by the Company including but not limited to, the right to approve (or disapprove) plans, specifications, color, finish, plot plan and construction schedules. Following the assignment of such

EXHIBIT A

ALL those certain pieces and parcels of real property located in the County of Chesterfield, Virginia, portions of which front along the mean water surface elevation of 177 feet of Swift Creek Reservoir, as designated and shown as Parcels A, B and C on a plat of survey entitled "Plat of Several Parcels of Land Consisting of 2,580± Acres Situate North of U. S. Route 360 on Both Sides of Old Hundred Road" prepared by J. K. Timmons and Associates, Surveyors-Engineers-Planners, of Richmond, Virginia, and dated November 1, 1972, revised November 10, 1972, December 14, 1972, January 12, 1973, and January 16, 1973, which plat is recorded in Plat Book 20, at Page 86, in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, and which, by this reference, is made a part hereof.

rights, the Association shall assume all of the Company's obligations which are incident thereto (if any) and the Company shall have no further obligation or liability with respect thereto.

The assignment of such right or rights by the Company to the Association shall be made by written instrument which shall be recorded in said Clerk's Office.

Section 6. Brandermill Community Association, Inc., has established and published certain covenants and land use restrictions affecting properties in Brandermill. Said covenants are to be recorded contemporaneously herewith in the Realty Records in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia. Properties and owners of property subject to these covenants shall also be subject to the provisions of the said covenants established by Brandermill Community Owners' Association, Inc.

In all other respects the terms of the Declaration shall remain executed this 20th day of December, 1974.

BRANDERMILL, a Virginia Joint Venture

By: SWIFT CREEK DEVELOPMENT CORPORATION

By: E. A. Powell

ATTEST: Joseph B. McCutcheon

(CORPORATE SEAL)

And By: SEA PINES OF VIRGINIA, INC.

By: Warren H. Frampton III

ATTEST: Cynthia Dixon

(CORPORATE SEAL)

STATE OF VIRGINIA)
)
COUNTY OF CHESTERFIELD)

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that E. A. Powell and Joseph B. McCutcheon, whose names as President and Secretary, respectively, of Swift Creek Development Corporation, are signed to the foregoing instrument bearing date of December 20, 1974, have acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand this 20th day of December, 1974.

Bonnie L. Robinson
Notary Public, State of Virginia

My Commission Expires: April 8, 1975

STATE OF VIRGINIA)
)
COUNTY OF CHESTERFIELD)

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Harry H. Frampton III and Cynthia Darwin, whose names as Executive Vice Pres and Asst. Secretary, respectively, of Sea Pines of Virginia, Inc. are signed to the foregoing instrument bearing date of December 20, 1974, 1974, have acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand this 20th day of December, 1974.

Elizabeth Santifer
Notary Public, State of Virginia
My Commission Expires: July 30, 1977

VIRGINIA:
In the Clerk's Office of the Circuit Court of Chesterfield County, the 23rd day of Dec., 1974 this Deed was presented and with the certificate ____ admitted to record at 10:03 o'clock A.M.

Teste:

Clerk

Declaration of Rights, Restrictions, Affirmative Obligations and Conditions

Single Family Covenants

August 30, 1974

Brandermill Community Association

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DECLARATION OF RIGHTS, RESTRICTIONS,
AFFIRMATIVE OBLIGATIONS AND CONDITIONS
SINGLE FAMILY COVENANTS
AUGUST 30, 1974

In addition to the General Covenants, the following restrictions and covenants shall be applied to those properties shown as Single Family Areas on plats of sections of Brandermill recorded in the Office of the Clerk of the Circuit Court of Chesterfield County, Virginia.

PART I
DEFINITIONS

The definitions of the terms "Association," "Brandermill," "Company," or "the Company" as defined in the General Covenants are specifically incorporated herein, by reference.

"General Covenants" as used herein shall mean and refer to the "Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable To All Properties in Brandermill" established by the Company on the 30th day of August, 1974, and which are to be recorded contemporaneously herewith in the Office of the Clerk of Circuit Court of Chesterfield County, Virginia.

"Single Family Areas" as used herein is defined as all those parcels or tracts of land intended for subdivision or subdivided into properties or lots intended for the construction of detached dwelling units including Single Family A, Single Family B-1, and Single Family B-2 Cluster as defined and controlled by the applicable zoning for Brandermill granted by the Chesterfield County Board of Supervisors.

PART II
RESTRICTIONS

1. The approval of plans required under paragraph 1 of Part I of the General Covenants will not be approved unless the proposed house or structure will have the minimum square footage of enclosed dwelling space. Such minimum requirements for each lot will be specified in each sales contract and stipulated in each deed. The term "enclosed dwelling area" as used in these minimum size requirements does not include garages, boat sheds, terraces, decks, open porches, and the like areas. The term does include, however, screened porches, if the roof of such porches forms an integral part of the roof line of the main dwelling or if they are on the ground floor of a two-story structure.

2. (a) All lots in said Residential Areas shall be used for residential purposes exclusively. The use of a portion of a dwelling on a lot as an office by the owner or tenant thereof shall be considered a residential use if such use does not create customer or client traffic to and from the lot. No structure, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling and one (1) small one-story accessory building which may include a detached private garage, provided the use of such accessory building does not overcrowd the site and provided, further, that such building is not used for any activity normally conducted as a business. Such accessory building may not be constructed prior to the construction of the main building.

(b) A guest suite or like facility without a kitchen may be included as part of the

main dwelling or accessory building, but such suite may not be rented or leased except as part of the entire premises including the main dwelling, and provided, however, that such suite would not result in over-crowding the site.

(c) The provisions of this paragraph two (2) shall not prohibit the Company from using a house or other dwelling units as models.

3. The exterior of all houses and other structures must be completed within one (1) year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities. Houses and other dwelling structures may not be temporarily or permanently occupied until the exteriors thereof have been completed. During the continuance of construction the owner of the lot shall require the contractor to maintain the lot in a reasonably clean and uncluttered condition.

4. Each lot owner shall provide a screened area to serve as a service yard and an area in which garbage receptacles, fuel tanks or similar storage receptacles, electric and gas meters, air conditioning equipment, clotheslines, and other unsightly objects must be placed or stored in order to conceal them from view from the road and adjacent properties. Plans for such screened area delineating the size, design, texture, appearance and location must be approved by the Company prior to construction. Garbage receptacles and fuel tanks may be located outside of such screened area only if located underground.

5. No mobile home, trailer, tent, barn, or other similar outbuilding or structure shall be placed on any lot at any time, either temporarily or permanently. Boats, boat trailers, campers, recreational vehicles, or utility trailers may be maintained on a lot, but only within an enclosed or screened area approved by the Company such that they are not generally visible from adjacent properties.

6. No structure of a temporary character shall be placed upon any lot at any time provided, however, that this prohibition shall not apply to shelters or temporary structures used by the contractor during the construction of the main dwelling house, it being clearly understood that these latter temporary shelters may not, at any time be used as residences or permitted to remain on the lot after completion of construction. The design and color of structures temporarily placed on a lot by a contractor shall be subject to reasonable aesthetic control by the Company.

7. No television antenna, radio receiver or sender or other similar device shall be attached to or installed on the exterior portion of any building or structure or any lot except as following:

(a) The provisions of this paragraph shall not prohibit the Company from installing equipment necessary for a master antenna system, Community Antenna Television (C.A.T.V.), and mobile radio systems or other similar systems within Brandermill; and

(b) Should C.A.T.V. services be unavailable and good television reception not be otherwise available, a lot owner may make written application to the Company for permission to install a television antenna and such permission shall not be unreasonably withheld.

8. The utility and drainage easement reserved by the Company in paragraph 9 of Part I of the General Covenants shall be located along any two (2) of the boundary lines of each lot in a Single Family Area.

9. No lot shall be subdivided, or its boundary lines changed, nor shall application for same be made to Chesterfield County, except with the written consent of the Company. However, the Company hereby expressly reserves to itself, its successors, or assigns, the right to replat any lot or lots owned by it and shown on the plat of any subdivision within Brandermill in

order to create a modified building lot of lots; and to take such other steps as are reasonably necessary to make such replatted lot suitable and fit as a building site including, but not limited to, the relocation of easements, walkways, rights of way, private roads, bridges, parks, recreational facilities and other amenities to conform to the new boundaries of said replatted lots provided that no lot originally shown on a recorded plat is reduced to a size more than ten percent (10%) smaller than the smallest lot shown on the first plat of the subdivision section recorded in the public records. The provisions of this paragraph shall not prohibit the combining of two (2) or more continuous lots into one (1) large lot. Following the combining of two (2) or more lots into one (1) larger lot, only the exterior boundary lines of the resulting larger lot shall be considered in the interpretation of these covenants.

PART III
ADDITIONAL LIMITATIONS: DURATION AND VIOLATION OF COVENANTS TOGETHER WITH AFTERWORD

1. All covenants, restrictions and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them specifically including, but not limited to, the successors and assigns if any of the Company for a period of thirty (30) years from the execution date of this Declaration, after which time all said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of property substantially affected by a change in covenants has been recorded agreeing to change said covenants in whole or in part. Unless the contrary shall be determined by a court of equity jurisdiction, "substantially affected" shall mean those properties in Brandermill shown on

(a) the plats showing the properties to be modified in permitted use by the change, and

(b) the plats which subdivide the property immediately abutting the property shown on plats identified in (a) recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia.

2. In the event of a violation or breach of any of the restrictions contained herein by any property owner, or agent of such owner, the owners of properties in the neighborhood or subdivision, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Company and/or the Association shall have the right to proceed at law or in equity to compel compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Company and/or the Association shall have the right, whenever there shall have been built on any property in the subdivision any structure which is in violation of these restrictions, to enter upon such property where such violation exists and summarily abate or remove the same at the expense of the owner, if after thirty (30) days written notice of such violation it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions, or condition contained in this Declaration, regardless of how long such failure shall continue, shall not constitute a waiver of or a bar to such right to enforce.

3. The Company reserves in each instance the right to add additional restrictive covenants in respect to lands conveyed in the future in Brandermill, or to limit therein the application of these covenants. The right to add additional restrictions or to limit the application of these covenants shall be reasonably exercised and shall materially affect only properties for which no subdivision plat shall have been recorded in the Clerk's Office of the Circuit Court of

Chesterfield County, Virginia, at the time of imposition of additional restrictions or limitations of existing restrictions.

4. The Company reserves the right to assign in whole or in part to the Brandermill Community Association, Inc. its rights reserved in these covenants to grant approvals (or disapprovals), to establish rules and regulations, and all other rights reserved herein by the Company including but not limited to, the right to approve (or disapprove) plans, specifications, color, finish, plot plan and construction schedules. Following the assignment of such rights the Association shall assume all of the Company's obligations which are incident thereto (if any), and the Company shall have no further obligation or liability with respect thereto.

The Assignment of such right or rights by the Company to the Association shall be made by written instrument which shall be recorded in said Clerk's Office.

5. Brandermill Community Association, Inc., has established and published certain covenants and land use restrictions affecting properties in Brandermill. Said covenants are to be recorded contemporaneously herewith in the Realty Records in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia. Properties and owners of property subject to these Covenants shall also be subject to the provisions of the said covenants established by Brandermill Community Association, Inc.

6. The covenants contained herein shall be covenants running with the land and shall apply only to lands conveyed in Brandermill and nearby areas by deeds hereafter made which make reference to these Single Family Covenants. The Company reserves in each instance the right to add additional restrictive covenants in respect to said properties to be conveyed, or to limit therein the application of the consolidated uniform covenants contained herein.

7. Severability. Should any covenant or restriction herein contained, or any article, section, subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in nowise affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY BLANK –
SIGNATURES APPEAR ON NEXT PAGE(S)]

Dated this 30th day of August, 1974.

BRANDERMILL, a Virginia Joint Venture
BY: SWIFT CREEK DEVELOPMENT CORPORATION

BY: E. A. Powell
President

ATTEST: Joseph B. McCutcheon
Secretary
(CORPORATE SEAL)

And By: SEA PINES OF VIRGINIA, INC.

BY: Harry H. Frampton III
Executive Vice President

ATTEST: Cynthia Darwin
Assistant Secretary
(CORPORATE SEAL)

STATE OF VIRGINIA
COUNTY OF CHESTERFIELD

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that E. A. Powell and Joseph B. McCutcheon, whose names as President and Secretary, respectively, of Swift Creek Development Corporation, are signed to the foregoing instrument bearing date of August 30, 1974, have acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand and seal this 30th day of August, 1974.

Elizabeth Rantzler
Notary Public, State of Virginia
My Commission Expires: July 22, 1978

STATE OF VIRGINIA
COUNTY OF CHESTERFIELD

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Harry H. Frampton, III, and Cynthia Darwin, whose names as Executive Vice President and Assistant Secretary, respectively, of Sea Pines of Virginia, Inc. are signed to the foregoing instrument bearing date of August 30, 1974, have acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand and seal this 30th day of August, 1974.

Elizabeth Rantzler
Notary Public, State of Virginia
My Commission Expires: July 22, 1978

AMENDMENT BY PARTIAL RESTATEMENT OF DECLARATION
OF RIGHTS, RESTRICTIONS, AFFIRMATIVE
OBLIGATIONS AND CONDITIONS

SINGLE FAMILY COVENANTS

THIS AMENDMENT BY PARTIAL RESTATEMENT made this 20th day of December, 1974, by Brandermill, a Joint Venture between Swift Creek Development Corporation, a Virginia corporation and Sea Pines of Virginia, Inc., a Delaware corporation, hereinafter called the "Company".

W I T N E S S E T H :

WHEREAS; on August 30, 1974 the Company filed for record a Declaration of Rights, Restrictions, Affirmative Obligations and Conditions, Single Family Covenants which are recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia in Deed Book 1130 at page 408.

WHEREAS, the Company desires to make certain amendments to the said Declaration as provided for in Part III, Section 3.

NOW THEREFORE, the Company does hereby amend and partially restate the Declaration filed by the Company so that from the effective date hereof the real property designated as Single Family areas on plats of sections of Brandermill, recorded in the Office of the Clerk of the Circuit Court of Chesterfield County, Virginia is and shall be conveyed, sold, given, donated, leased, occupied and used subject to the restrictions, conditions, easements and affirmative obligations (hereinafter sometimes referred to as "the Covenants") hereinafter set forth.

The Company does hereby amend the following sections and a Part title of the Declaration: Part I Paragraph 2; Part II Section 7(b); Part III Part title and inserting in lieu thereof the following restated paragraph, sections and Part title.

PART I

Paragraph 2:

"General Covenants" as used herein shall mean and refer to the "Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable To All Properties In Brandermill" established by the Company on the 20th day of December, 1974, and which are to be recorded contemporaneously herewith in the Office of the Clerk of the Circuit Court of Chesterfield County, Virginia.

PART II

Section 7(b): Should C.A.T.V. services be unavailable and good television reception not be otherwise available, a lot owner may make written application to the Company for permission to install a television antenna and such permission shall not be unreasonably withheld.

PART III

Title: ADDITIONS LIMITATIONS; DURATION AND VIOLATION OF COVENANTS TOGETHER WITH AFTERWORD

Section 1: All covenants, restrictions, and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them specifically including, but not limited to, the successors and assigns if any, of the Company for a period of thirty (30) years from the execution date of this Declaration, after which

PART III - Section 1 (cont'd) :

times, all said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of property substantially affected by a change in covenants, has been recorded, agreeing to change said covenants in whole or in part. Unless the contrary shall be determined by a court of equity jurisdiction, "substantially affected" shall mean those properties in Brandermill shown on (a) the plats showing the properties to be modified in permitted use by the change, and (b) the plats which subdivide the property immediately abutting the property shown on plats identified in (a) recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia.

Section 4: The Company reserves the right to assign in whole or in part to the Brandermill Community Association, Inc. its rights reserved in these covenants to grant approvals (or disapprovals), establish rules and regulations, and all other rights reserved herein by the Company including but not limited to, the right to approve (or disapprove) plans, specifications, color, finish, plot plan and construction schedules. Following the assignment of such rights the Association shall assume all of the Company's obligations which are incident thereto (if any) and the Company shall have no further obligation or liability with respect thereto.

The Assignment of such right or rights by the Company to the Association shall be made by written instrument which shall be recorded in said Clerk's Office.

In all other respects the terms of the Declaration shall remain unchanged.

IN WITNESS WHEREOF, the Company has caused this instrument to be executed this 20th day of December, 1974.

BRANDERMILL, A Virginia Joint Venture
BY: SWIFT CREEK DEVELOPMENT CORPORATION

BY: _____

ATTEST: _____

[CORPORATE SEAL]

And By: SEA PINES OF VIRGINIA, INC.

BY: _____

ATTEST: _____

[CORPORATE SEAL]

STATE OF VIRGINIA)
)
COUNTY OF CHESTERFIELD)

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that E. A. Powell and Joseph B. McCutcheon, whose names as President and Secretary, respectively, of Swift Creek Development Corporation, are signed to the foregoing instrument bearing date of December 20, 1974, have acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand this 20th day of December, 1974.

Harriett T. Robinson
Notary Public, State of Virginia

My Commission Expires: 4/8/75

STATE OF VIRGINIA)
)
COUNTY OF CHESTERFIELD)

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Henry H. Hampton III and Cynthia Lemon, whose names as Executive Vice-President and Assistant Secretary, respectively, of Sea Pines of Virginia, Inc. are signed to the foregoing instrument bearing date of December 20, 1974, have acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand this 20th day of December, 1974.

Elizabeth [illegible]
Notary Public, State of Virginia

My Commission Expires: [illegible] 1974

VIRGINIA:

In the Clerk's Office of the Circuit Court of Chesterfield County, this 23rd day of [illegible] 1974, this Deed was presented and with the certificate [illegible] admitted to record at 9:45 o'clock A M.

Teste:

[illegible] Clerk

Declaration of Rights, Restrictions, Affirmative Obligations and Conditions

Garden Home Covenants

August 30, 1974

Brandermill Community Association

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AUGUST 30, 1974

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DECLARATION OF RIGHTS, RESTRICTIONS, AND CONDITIONS GARDEN HOME COVENANTS AUGUST 30, 1974

In addition to the General Covenants, the following restrictions and covenants shall be applied to those areas shown as Garden Home Sites on plats of sections of Brandermill recorded in the Office of the Clerk of the Circuit Court of Chesterfield County, Virginia.

PART I
DEFINITIONS

1. The definitions of the terms "Association," "Brandermill," "Company," or "the Company" as defined in the General Covenants are specifically incorporated herein, by reference.

2. "General Covenants" as used herein shall mean and refer to the "Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Properties in Brandermill" established by the Company on the 30th day of August, 1974, and which are to be recorded contemporaneously herewith in the Office of the Clerk of Circuit Court of Chesterfield County, Virginia.

3. "Garden Home Sites" and "Home Sites" as used herein shall mean and refer to all those parcels or tracts of land intended for subdivision or subdivided into properties or lots intended for construction of detached dwelling units and on which a garden wall will be required to be erected, including Single Family B-2, Patio or Zero Lot Line, as defined and controlled by the applicable zoning for Brandermill granted by the Chesterfield County Board of Supervisors.

PART II
RESTRICTIONS

1. The approval of plans required under paragraph 1 of Part I of the General Covenants will not be approved unless the proposed house or structure will have the minimum square footage of enclosed dwelling space. Such minimum requirements for each lot will be specified in each sales contract and stipulated in each deed. The term "enclosed dwelling area" as used in these minimum size requirements does not include garages, boat sheds, terraces, decks, open porches, and the like areas. The term does include, however, screened porches if the roof of such porches forms an integral part of the roof line of the main dwelling or if they are on the ground floor of a two-story structure.

2. (a) All Garden Home Sites shall be used for residential purposes exclusively. The use of a portion of a dwelling on a Home Site as an office by the owner or tenant thereof shall be considered a residential use if such use does not create customer or client traffic to and from the lot.

   (b) A guest suite or like facility without a kitchen may be included as part of the main dwelling or accessory building, but such suite may not be rented or leased except as part of the entire premises including the main dwelling, and provided, however, that such guest suite would not result in over-crowding the site.

   (c) The provisions of this paragraph 2 shall not prohibit the Company from using a house or other dwelling units as models.

3. The exterior of all houses and other structures must be completed within one (1) year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities. Houses and other dwelling structures may not be temporarily occupied until the exteriors thereof have been completed. During the continuance of construction, the owner of the Garden Home Site shall require the contractor to maintain the Site in a reasonably clean and uncluttered condition.

4. Each Garden Home Site owner shall provide a screened area to serve as a service yard and an area in which garbage receptacles, fuel tanks or similar storage receptacles, electric and gas meters, air conditioning equipment, clotheslines, and other unsightly objects must be place or stored in order to conceal them from view from the road and adjacent properties. Plans for such screened area delineating the size, design, texture, appearance and location must be approved by the Company prior to construction. Garbage receptacles and fuel tanks may be located outside of such screened area only if located underground.

5. No mobile home, trailer, tent, barn, or other similar outbuilding or structure shall be placed on any Home Site at any time, either temporarily or permanently. Boats, boat trailers, campers, recreational vehicles, or utility trailers may be maintained on a Home Site, but only within an enclosed or screened area approved by the Company such that they are not generally visible from adjacent properties.

6. No structure of a temporary character shall be placed upon any Home Site at any time provided, however, that this prohibition shall not apply to shelters or temporary structures used by the contractor during the construction of the main dwelling house, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the Home Site after completion of construction. The design and color of structures temporarily placed on a Home Site by a contractor shall be subject to reasonable aesthetic control by the Company.

7. No television antenna, radio receiver or sender or other similar device shall be attached to or installed on the exterior portion of any Garden Home or Garden Wall except as following:

(a) The provisions of this paragraph shall not prohibit the Company from installing equipment necessary for a master antenna system, Community Antenna Television (C.A.T.V.), and mobile radio systems or other similar systems within Brandermill; and

(b) Should C.A.T.V. services be unavailable and good television reception not be otherwise available, a Lot owner may make written application to the Company for permission to install a television antenna and such permission shall not be unreasonably withheld.

8. The utility and drainage easement reserved by the Company in paragraph nine (9) of Part I of the General Covenants shall be located along any two (2) of the boundary lines of each Home Site.

9. No Home Site shall be subdivided, or its boundary lines changed nor shall application for same be made to Chesterfield County except with the written consent of the Company. However, the Company hereby expressly reserves to itself, its successors, or assigns, the right to replat any Home Site or Home Sites owned by it and shown on the plat of any subdivision within Brandermill in order to create a modified building Home Site or Home Sites; and to take such other steps as are reasonably necessary to make such replatted Home Site suitable and fit as a building site including, but not limited to, the relocation of easements, walkways, right-of-way, private roads, bridges, parks, recreational facilities and other amenities to conform to the new

boundaries of said replatted Home Sites, provided that no Home Site originally shown on a recorded plat is reduced to a size more than ten percent (10%) smaller than the smallest Home Site shown on the first plat of the subdivision section recorded in the public records. The provisions of this paragraph shall not prohibit the combining of two (2) or more contiguous Home Sites into one (1) larger Home Site. Following the combining of two (2) or more contiguous Home Sites into one (1) larger Home Site, only the exterior boundary lines of the resulting larger Home Site shall be considered in the interpretation of these covenants.

10. Dwelling units constructed on Garden Home Sites must be constructed so as to utilize a Garden Wall as designated on the recorded Subdivision plat. Said Garden Wall shall be constructed simultaneously with a Garden Home and shall be located so that the exterior of the same shall be located two (2) feet inside of and parallel to the designated property line of the recorded subdivision plat. Garden Walls constructed pursuant to the provisions of this paragraph shall contain no openings which provide a view of the adjoining Garden Home Site or decrease the privacy of the adjoining Garden Home Site.

11. The dwelling unit shall utilize a portion of the Garden Wall as one of its exterior walls unless an alternative location of the dwelling is approved pursuant to the provisions of Paragraph 12 of this Part II and shall be constructed so that neither the Garden Wall nor the dwelling unit provides any window or view openings looking into or over viewing the adjacent Home Site and provides no access way or entry way into said adjacent Home Site.

12. Should an owner of a Garden Home Site desire to locate his Garden Home on a portion of the lot other than contiguous to the Garden Wall, he may apply to the Company for approval of the alternative location. A site plan showing the proposed alternative location shall not relieve the owner's responsibility to construct a Garden Wall as required by Paragraph 11 of this Part II. Approval or disapproval of an application for alternative location of a Garden Home may be based by the Company on purely aesthetic considerations.

13. The cost of construction, maintenance and repair of a Garden Wall shall be the sole responsibility of the Home Site owner on whose Home Site the same is situated.

14. There shall be reserved a two-foot easement on each Home Site between the exterior of the Garden Wall and/or Garden Home and the parallel property boundary line for the use and enjoyment of the adjacent Home Site owner, only as hereinafter provided. Said two-foot easement area and the exterior of the Garden Wall and/or Garden Home may be used by an adjacent Home Site owner only for the planting and care of shrubbery and other landscaping and shall be used in a manner which does not interfere with the structural integrity of the Garden Wall and/or Garden Home.

15. An eight-foot easement is further reserved along with boundary line of each Home Site, opposite the boundary line along which the Garden Wall is to be constructed, for the construction, maintenance, and repair of the Garden Wall and/or Garden Home on the adjoining lot. The use of said easement area by an adjoining Home Site owner shall not exceed a reasonable period of time during construction nor shall it exceed a period of thirty (30) days each year for essential maintenance. Any shrubbery or planting in the eight-foot easement area that is removed or damaged by the adjoining Home Site owner during the construction, maintenance or repair of his Garden Wall and/or Garden Home shall be repaired or replaced at the expense of the said adjoining Home Site owner causing such damages.

16. Said Garden Home shall be constructed with appropriate means to insure that no excessive rainwater is discharged upon the adjoining Home Site.

PART III
ADDITIONAL LIMITATIONS: DURATION AND VIOLATION OF COVENANTS TOGETHER WITH AFTERWORD

1. All covenants, restrictions, and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them specifically including, but not limited to, the successors and assigns, if any, of the Company for a period of thirty (30) years from the execution date of this Declaration after which time, all said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of property substantially affected by a change in covenants, has been recorded, agreeing to change said covenants in whole or in part. Unless the contrary shall be determined by a court of equity jurisdiction, "substantially affected" shall mean those properties in Brandermill shown on:

(a) the plats showing the properties to be modified in permitted use by the change, and

(b) the plats which subdivided the property immediately abutting the property shown on plats identified in (a) recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia.

2. In the event of a violation or breach of any of the restrictions contained herein by any Garden Home Site owner, or agent of such owner, the owners of properties in the neighborhood or subdivision, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Company and/or the Association shall have the right whenever there shall have been built on any Home Site in the subdivision any structure which is in violation of these restrictions to enter upon such property where such violation exists and summarily abate or remove the same at the expense of the owner, if after thirty (30) days written notice of such violation it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, or condition contained in this Declaration, regardless of how long such failure shall continue, shall not constitute a waiver of or a bar to such right to enforce.

3. The Company reserves in each instance the right to add additional restrictive covenants in respect to lands conveyed in the future in Brandermill, or to limit therein the application of these covenants. The right to add additional restrictions or to limit the application of these covenants shall be reasonably exercised and shall materially affect only properties for which no subdivision plat shall have been recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia at the time of imposition of additional restrictions or limitation of existing restrictions.

4. The Company reserves the right to assign in whole or in part to the Brandermill Community Association, Inc. its rights reserved in these covenants to grant approvals (or disapprovals) to establish rules and regulations and all other rights reserved herein by the Company, including but not limited to, the right to approve (or disapprove) plans, specifications, color, finish, plat plan and construction schedules.

Following the assignment of such rights, the Association shall assume all of the Company's obligations which are incident thereto (if any) and the Company shall have no further obligation or liability with respect thereto.

The assignment of such right or rights by the Company to the Association shall be made by written instrument which shall be recorded in said Clerk's Office.

5. Brandermill Community Association, Inc. has established and published certain

Covenants and land use restrictions affecting properties in Brandermill. Said covenants are to be recorded contemporaneously herewith in the Realty Records in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, and owners of property subject to these Covenants shall also be subject to the provisions of the said covenants established by Brandermill Community Association, Inc.

6. The covenants contained herein shall be covenants running with the land and shall apply only to lands conveyed in Brandermill and nearby areas by deeds hereafter made which make reference to Garden Home Covenants. The Company reserves in each instance the right to add additional restrictive covenants in respect to said properties to be conveyed, or to limit therein the application of the consolidated uniform covenants contained herein.

7. Severability. Should any covenant or restriction herein contained, or any Article, Section, Subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in nowise affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY BLANK –
SIGNATURES APPEAR ON NEXT PAGE(S)]

Dated this 30th day of August, 1974.

BRANDERMILL, a Virginia Joint Venture
By: SWIFT CREEK DEVELOPMENT CORPORATION

By: E A Powell
President

Attest: Joseph B. McCutchen
Secretary
(CORPORATE SEAL)

And By: SEA PINES OF VIRGINIA, INC.

By: Harry H. Frampton III
Executive Vice President

Attest: Cynthia Darwin
Assistant Secretary
(CORPORATE SEAL)

STATE OF VIRGINIA
COUNTY OF CHESTERFIELD

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that E. A. Powell and Joseph B. McCutcheon, whose names as President and Secretary, respectively, of Swift Creek Development Corporation, are signed to the foregoing instrument bearing date of August 30, 1974, have acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand and seal this 30th day of August, 1974.

Elizabeth Dantler

Notary Public, State of Virginia
My Commission Expires: July 22, 1978

STATE OF VIRGINIA
COUNTY OF CHESTERFIELD

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Harry H. Frampton, III, and Cynthia Darwin, whose names as Executive Vice President and Assistant Secretary, respectively, of Sea Pines of Virginia, Inc. are signed to the foregoing instrument bearing date of August 30, 1974, have acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand and seal this 30th day of August, 1974.

Elizabeth Dantler

Notary Public, State of Virginia
My Commission Expires: July 22, 1978

AMENDMENT BY PARTIAL RESTATEMENT OF DECLARATION OF
RIGHTS, RESTRICTIONS AND CONDITIONS
GARDEN HOME COVENANTS

THIS AMENDMENT BY PARTIAL RESTATEMENT made this 28th day of September, 1974 by Brandermill, a Joint Venture between Swift Creek Development Corporation, a Virginia corporation and Sea Pines of Virginia, Inc., a Delaware corporation, hereinafter called the "Company",

W I T N E S S E T H :

WHEREAS, on August 30, 1974 the Company filed for record a Declaration of Rights, Restrictions and Conditions, Garden Home Covenants which are recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia in Deed Book 1130, at page 417.

WHEREAS, the Company desires to make certain amendments to the said Declaration as provided for in Article III Section 3 thereof.

NOW THEREFORE, the Company does hereby amend and partially restate the Declaration filed by it so that from the effective date hereof, the real property designated as Garden Home sites on plats of sections of Brandermill, recorded in the office of the Clerk of the Circuit Court of Chesterfield County, Virginia, is and shall be conveyed, sold, given, donated, leased, occupied and used subject to the restrictions, conditions, easements and affirmative obligations (hereinafter sometimes referred to as "the Covenants") hereinafter set forth.

The Company does hereby amend the Title of these covenants, the following sections and a Part Title, of the Declaration: Title; Part I Section 2; Part II Section 15; Part III Part Title and Section 4 by deleting these Title, sections and the Part Title and inserting in lieu thereof the following restated sections and Part Title

TITLE: After recordation of this Amendment by Partial Restatement of Declaration of Rights, Restrictions and Conditions, Garden Home Covenants, said Declaration shall be titled Declaration of Rights, Restrictions, Affirmative Obligations and Conditions, Garden Home Covenants.

PART I

Section 2: "General Covenants" as used herein shall mean and refer to the "Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Properties in Brandermill" established by the Company on the 30th day of September, 1974, and which are to be recorded contemporaneously herewith in the Office of the Clerk of the Circuit Court of Chesterfield County, Virginia.

PART II

Section 15: An eight foot easement is further reserved along the boundary line of each Home Site, opposite the boundary line along which the Garden Wall is to be constructed, for the construction, maintenance, and repair of the Garden Wall and/or Garden Home on the adjoining lot. The use of said easement area by an adjoining Home Site owner shall not exceed a reasonable period of time during construction nor shall it exceed a period of thirty (30) days each year for essential maintenance. Any shrubbery or planting in the eight foot easement area is removed or damaged by the adjoining Home Site owner during the construction

maintenance or repair of his Garden Wall and/or Garden Home, shall be repaired or replaced at the expense of the said adjoining Home Site owner causing such damages.

PART III

Title: ADDITIONS, LIMITATIONS; DURATION AND VIOLATION OF COVENANTS TOGETHER WITH AFTERWORD

Section 4: The Company reserves the right to assign in whole or in part to the Brandermill Community Association, Inc. its rights reserved in these covenants to grant approvals (or disapprovals), to establish rules and regulations and all other rights reserved herein by the Company, including but not limited to, the right to approve (or disapprove) plans, specifications, color, finish, plot plan and construction schedules.

Following the assignment of such rights, the Association shall assume all of the Company's obligations which are incident thereto (if any) and the Company shall have no further obligation or liability with respect thereto.

The assignment of such right or rights by the Company to the Association shall be made by written instrument which shall be recorded in said Clerk's Office.

In all other respects the terms of the Declaration shall remain unchanged.

IN WITNESS WHEREOF, the Company has caused this instrument to be executed this 30th day of September, 1974.

BRANDERMILL, a Virginia Joint Venture
BY: SWIFT CREEK DEVELOPMENT CORPORATION

BY: _____

ATTEST: _____

(CORPORATE SEAL)

And By: SEA PINES OF VIRGINIA, INC.

BY: _____

ATTEST: _____

(CORPORATE SEAL)

STATE OF VIRGINIA)
)
COUNTY OF CHESTERFIELD)

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that E. A. Powell and Joseph B. McCutcheon, whose names as President and Secretary respectively, of Swift Creek Development Corporation, are signed to the foregoing instrument bearing date of , 1974, have acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand this 20th day of December, 1974.

Notary Public, State of Virginia

My Commission Expires: April 8, 1975

STATE OF VIRGINIA)
)
COUNTY OF CHESTERFIELD)

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Harry H. Frampton III and Cynthia Darwin, whose names as Executive Vice President and Assistant Secretary respectively, of Sea Pines of Virginia, Inc., are signed to the foregoing instrument bearing date of , 1974, have acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand this [illegible] day of [illegible], 1974.

Notary Public, State of Virginia

My Commission Expires: [illegible]

DECLARATION OF RIGHTS, RESTRICTIONS, AFFIRMATIVE OBLIGATIONS AND CONDITIONS MULTIPLE FAMILY COVENANTS

Multiple Family Covenants

AUGUST 30, 1974

Brandermill Community Association

INDEX OF
DECLARATION OF RIGHTS, RESTRICTIONS,
AFFIRMATIVE OBLIGATIONS AND CONDITIONS
MULTIPLE FAMILY COVENANTS
AUGUST 30, 1974

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DECLARATION OF RIGHTS, RESTRICTIONS,
AFFIRMATIVE OBLIGATIONS AND CONDITIONS
MULTIPLE FAMILY COVENANTS
AUGUST 30, 1974

In addition to the General Covenants, the following restrictions and covenants shall be applied to those properties shown as Multiple Family Areas on plats of sections of Brandermill recorded in the Office of the Clerk of the Circuit Court of Chesterfield County, Virginia.

PART I
DEFINITIONS

The definitions of the terms "Association," "Brandermill," "Company," or "the Company" as defined in the General Covenants are specifically incorporated herein, by reference.

"General Covenants" as used herein shall mean and refer to the "Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable To All Properties in Brandermill" established by the Company on the 30th day of August, 1974, and which are to be recorded contemporaneously herewith in the Office of the Clerk of Circuit Court of Chesterfield County, Virginia.

"Multiple Family Tract" is defined as all those parcels or tracts of land intended for development of or developed as attached residential units including Single Family C, Townhouse lots for sale, condominiums, and apartments as defined and controlled by the applicable zoning for Brandermill granted by the Chesterfield County Board of Supervisors.

PART II
RESTRICTIONS

1. The approval of plans required by paragraph 1 of Part I of the General Covenants will not be approved unless the proposed house or structure will have the minimum square footage of dwelling space or no more than the maximum number of dwelling units, or maximum height above the ground, or maximum number of residential dwelling floors. Such minimum and maximum requirements for each Multiple Family Tract will be specified in each sales contract and stipulated in each deed. The term "enclosed dwelling area" as used in these minimum size requirements does not include garages, boat sheds, terraces, decks, open porches, and the like areas. The term does include, however, screened porches if the roof of such porches forms an integral part of the roof line of the main dwelling or if they are on the ground floor of a two-story structure.

2. (a) All properties in Multiple Family Tracts shall be used for residential purposes and recreational purposes incidental thereto and for customary accessory uses.

   (b) The use of a portion of a dwelling unit on a Multiple Family Tract as an office by the owner or tenant thereof shall be considered a residential use if such does not create customer or client traffic to and from the unit. No structure or structures shall be erected, altered, placed or permitted to remain on any Multiple Family Tract except as provided for in these covenants and restrictions or except as provided for in each deed of conveyance and the said deed shall, in the discretion in the Company, expressly determine and limit the number of condominiums, apartments, townhouses, or other

residential units or group of such units to a given tract, area or tract of land, including height of any and all such structures, and maximum occupancy of both individual units as well as total maximum occupancy or density of all units combined within a given Multiple Family Area.

(c) The provisions of this paragraph two (2) shall not prohibit the Company from using dwelling units as models.

3. The exterior of each phase or group of Multiple Family Units and other structures must be completed within two (2) years after the construction of same shall have commenced except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities. Dwelling structures may not be temporarily or permanently occupied until the exteriors thereof have been completed. During the continuance of construction, property owner shall require the contractor to maintain the tract in a reasonably clean and uncluttered condition.

4. Each property owner shall provide a screened area to serve as a service yard and an area in which garbage receptacles, fuel tanks or similar storage receptacles, electric and gas meters, air conditioning equipment, clotheslines, and other unsightly objects must be placed or stored in order to conceal them from view from the road and adjacent properties. Plans for such screened areas delineating the size, design, texture, appearance and location must be approved by the Company prior to construction. Garbage receptacles and fuel tanks may be located outside of such screened areas only if located underground.

5. No mobile home, trailer, tent, barn, or other similar outbuilding or structure shall be placed on any Multiple Family Tract at any time, either temporarily or permanently. Boats, boat trailers, campers, oversized vehicles, or utility trailers may be maintained on a Multiple Family Property in an area designated and approved for such storage, which shall be enclosed or screened so that such trailers, campers, etc., are not generally visible from adjacent properties.

6. No structure of a temporary character shall be placed upon any Multiple Family Tract at any time, provided, however, that this prohibition shall not apply to shelters or temporary structures used by the contractor during the construction of the main dwelling house, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the lot after completion of construction. The design and color of structures temporarily placed on a lot by the contractor shall be subject to reasonable aesthetic control by the Company.

7. No television antenna, radio receiver or sender or other similar device shall be attached to or installed on the exterior portion of any building or structure or any lot except as following:

(a) The provisions of this paragraph shall not prohibit the Company from installing equipment necessary for a master antenna system, Community Antenna Television (C.A.T.V.), and mobile radio systems or other similar systems within Brandermill; and

(b) Should C.A.T.V. services be unavailable and good television reception not be otherwise available, a Multiple Family Tract owner or any owner of a residence within a Multiple Family Tract may make written application to the Company for permission to install a television antenna and such permission shall not be unreasonably withheld.

8. Following the subdivision of a Multiple Family Tract into individual lots on which Townhouses are intended to be constructed, no such individual lot shall be subdivided, or its boundary lines changed, nor shall application for same be made to Chesterfield County, except with the written consent of the Company. However, the Company hereby expressly reserves to itself, its successors, or assigns, the right to replat any townhouse lot or lots in order to create a

modified building lot or lots; and to take such other steps as are reasonably necessary to make such replatted lot suitable and fit as a building site for townhouses including, but not limited to, the relocation of easement walkways, rights of way, private roads, bridges, parks, recreational facilities and other amenities to conform to the new boundaries of said replatted lots, provided that no lot originally shown on a recorded plat is reduced to a size more than ten percent (10%) smaller than the smallest lot shown on the first plat of the subdivision section recorded in the public records. The provisions of this paragraph shall not prohibit the combining of two (2) or more contiguous lots into one (1) larger lot. Following the combining of two (2) or more lots into one (1) larger lot, only the exterior boundary lines of the resulting larger lot shall be considered in the interpretation of these covenants.

9. Owners of Multiple Family Tracts within Brandermill shall, prior to leasing apartment units to tenants for a period of less than six (6) months, obtain the Company's written approval.

10. No apartment building, buildings, or any portion of an apartment building shall be converted to a condominium or cooperative form of ownership within Brandermill without the prior written consent of the Company. The Company's decision in determining whether to grant consent for such conversion may be based on any ground which in its sole and uncontrolled discretion shall seem sufficient. Should such consent be granted, the resulting condominium or cooperative shall continue to be subject to these Multiple Family Covenants.

PART III
ADDITIONAL LIMITATIONS: DURATION AND VIOLATION OF COVENANTS TOGETHER WITH AFTERWORD

1. All covenants, restrictions, and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them specifically including, but not limited to, the successors and assigns, if any, of the Company for a period of thirty (30) years from the execution date of this Declaration, after which time, all said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of property substantially affected by a change in covenants has been recorded agreeing to change said covenants in whole or in part. Unless the contrary shall be determined by a court of equity jurisdiction, "substantially affected" shall mean those properties in Brandermill shown on:

(a) the plats showing the properties to be modified in permitted use by the change, and

(b) the plats which subdivided the property immediately abutting the property shown on plats identified in (a) recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia.

2. In the event of a violation or breach of any of the restrictions contained herein by any Multiple Family Tract Owner, or agent of such owner, the owners of properties in the neighborhood or subdivision, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Company and/or the Association shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Company and/or the Association shall have the right whenever there shall have been built on any property in the Multiple Family Tract, any structure which is in violation of these restrictions to enter upon such property where such violation exists and summarily abate or remove the same at the expense of the owner, if after thirty (30) days written notice of such violation it shall not have been

corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions, or condition contained in this Declaration, regardless of how long such failure shall continue, shall not constitute a waiver of or a bar to such right to enforce.

3. The Company reserves in each instance the right to add additional restrictive covenants in respect to lands conveyed in the future in Brandermill, or to limit therein the application of these covenants. The right to add additional restrictions or to limit the application of these covenants shall be reasonably exercised and shall materially affect only properties for which no plat shall have been recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, at the time of imposition of additional restrictions or limitations of existing restrictions.

4. The Company reserves the right to assign in whole or in part to the Brandermill Community Association, Inc. its rights reserved in these covenants to grant approvals (or disapprovals) to establish rules and regulations and all other rights reserved herein by the Company, including but not limited to, the right to approve (or disapprove) plans, specifications, color, finish, plot plan and construction schedules.

Following the assignment of such rights, the Association shall assume all of the Company's obligations which are incident thereto (if any) and the Company shall have no further obligation or liability with respect thereto.

The Assignment of such right or rights by the Company to the Association shall be made by written instrument which shall be recorded in said Clerk's Office.

5. Brandermill Community Association, Inc., has established and published certain covenants and land use restrictions affecting properties in Brandermill. Said covenants are to be recorded contemporaneously herewith in the Realty Records in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia. Properties and owners of property subject to these covenants shall also be subject to the provisions of the said covenants established by Brandermill Community Association, Inc.

6. The covenants contained herein shall be covenants running with the land and shall apply only to lands conveyed in Brandermill and nearby areas by deeds hereafter made which make reference to these Multiple Family Covenants. The Company reserves in each instance the right to add additional restrictive covenants in respect to said properties to be conveyed, or to limit therein the application of the consolidated uniform covenants contained herein.

7. Severability. Should any covenant or restriction herein contained, or any Article, Section, Subsection, sentence, clause, phrase, or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in nowise affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

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Dated this 30th day of August, 1974.

BRANDERMILL, a Virginia Joint Venture
By: SWIFT CREEK DEVELOPMENT CORPORATION

By E. A. Powell
President

Attest Joseph R. McCutcheon
Secretary

(CORPORATE SEAL)

And By: SEA PINES OF VIRGINIA, INC.

By Harry H. Frampton III
Executive Vice President

Attest Cynthia Darwin
Assistant Secretary

(CORPORATE SEAL)

STATE OF VIRGINIA
COUNTY OF CHESTERFIELD

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that E. A. Powell and Joseph B. McCutcheon, whose names as President and Secretary, respectively, of Swift Creek Development Corporation, are signed to the foregoing instrument bearing date of August 30, 1974, have acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand and seal this 30th day of August, 1974.

Elizabeth Dantler

Notary Public, State of Virginia
My Commission Expires: July 22, 1978

STATE OF VIRGINIA
COUNTY OF CHESTERFIELD

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Harry H. Frampton, III, and Cynthia Darwin, whose names as Executive Vice President and Assistant Secretary, respectively, of Sea Pines of Virginia, Inc. are signed to the foregoing instrument bearing date of August 30, 1974, have acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand and seal this 30th day of August, 1974.

Elizabeth Dantler

Notary Public, State of Virginia
My Commission Expires: July 22, 1978

AMENDMENT BY PARTIAL RESTATEMENT OF DECLARATION
OF RIGHTS, RESTRICTIONS, AFFIRMATIVE
OBLIGATIONS AND CONDITIONS

MULTIPLE FAMILY COVENANTS

THIS AMENDMENT BY PARTIAL RESTATEMENT made this 30th day of December, 1974, by Brandermill, a Joint Venture between Swift Creek Development Corporation, a Virginia corporation and Sea Pines of Virginia, Inc., a Delaware corporation, hereinafter called the "Company".

W I T N E S S E T H :

WHEREAS, on August 30, 1974 the Company filed for record a Declaration of Rights, Restrictions, Affirmative Obligations and Conditions, Multiple Family Covenants which are recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia in Deed Book 1130 at page 400.

WHEREAS, the Company desires to make certain amendments to the said Declaration as provided for in Part III, Section 3 thereof.

NOW THEREFORE, the Company does hereby amend and partially restate the Declaration filed by the Company so that from the effective date hereof the real property designated as Multiple Family areas on plats of sections of Brandermill recorded in the Office of the Clerk of Circuit Court of Chesterfield County, Virginia is and shall be conveyed, sold, given, donated, leased, occupied and used subject to the restrictions, conditions, easements and affirmative obligations (hereinafter sometimes referred to as "the Covenants") hereinafter set forth.

The Company does hereby amend the following sections, Part title and paragraph of the said Declaration: Part I Paragraph 2; Part II Sections 2(b), 3 and 5; Part III Title and Section 4 by deleting these sections, paragraph and Part Title and inserting in lieu thereof the following sections, paragraph and Part title.

PART I

Paragraph 2: "General Covenants" as used herein shall mean and refer to the "Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable To All Properties In Brandermill" established by the Company on the 30th day of December, 1974, and which are to be recorded contemporaneously herewith in the Office of the Clerk of the Circuit Court of Chesterfield County, Virginia

PART II

Section 2(b): The use of a portion of a dwelling unit on a Multiple Family Tract as an office by the owner or tenant thereof shall be considered a residential use if such use does not create customer or client traffic to and from the unit.

No structure or structures shall be erected, altered, placed or permitted to remain on any Multiple Family Tract except as provided for in these covenants and restrictions or except as provided for in each deed of conveyance and the said deed shall, in the discretion of the Company, expressly determine and limit the number of condominiums, apartments, townhouses, or other residential units or group of such units to a given tract, area or parcel of land, including height of any and all such structures and maximum occupancy of both individual units as well as total maximum occupancy or density of all units combined within a given Multiple Family Tract.

Section 3: The exterior of each phase or group of Multiple Family Units and other structures must be completed within two (2) years after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities. Dwelling structures may not be temporarily or permanently occupied until the exteriors thereof have been completed. During the continuance of construction, the property owner shall require the contractor to maintain the tract in a reasonably clean and uncluttered condition.

Section 5: No mobile home, trailer, tent, barn or other similar out-building or structure shall be placed on any Multiple Family Tract at any time, either temporarily or permanently. Boats, boat trailers, campers, oversized vehicles, or utility trailers may be maintained on a Multiple Family Tract in an area designated and approved for such storage, which shall be enclosed or screened so that such trailers, campers, etc., are not generally visible from adjacent properties.

PART III

Title: ADDITIONS, LIMITATIONS; DURATION AND VIOLATION OF COVENANTS TOGZTHER WITH AFTERWORD

Section 4: The Company reserves the right to assign in whole or in part to the Brandermill Community Association, Inc. its rights reserved in these covenants to grant approvals (or disapprovals), to establish rules and regulations and all other rights reserved herein by the Company, including but not limited to, the right to approve (or disapprove) plans, specifications, color, finish, plot plan and construction schedules.

Following the assignment of such rights, the Association shall assume all of the Company's obligations which are incident thereto (if any) and the Company shall have no further obligation or liability with respect thereto.

The Assignment of such right or rights by the Company to the Association shall be made by written instrument which shall be recorded in said Clerk's Office.

In all other respects the terms of the Declaration shall remain unchanged.

IN WITNESS WHEREOF, the Company has caused this instrument to be executed this 20 th day of December, 1974.

BRANDERMILL, a Virginia Joint Venture
BY: SWIFT CREEK DEVELOPMENT CORPORATION

BY: _____

ATTEST: _____

(CORPORATE SEAL)

And By: SEA PINES OF VIRGINIA, INC.

BY: _____

ATTEST: _____

(CORPORATE SEAL)

STATE OF VIRGINIA)
)
COUNTY OF CHESTERFIELD)

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that E. A. Powell and Joseph B. McCutcheon, whose names as President and Secretary, respectively, of Swift Creek Development Corporation, are signed to the foregoing instrument bearing date of December 20, 1974, have acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand this 20th day of December, 1974.

_____
Notary Public, State of Virginia
My Commission Expires: 4/8/75

STATE OF VIRGINIA)
)
COUNTY OF CHESTERFIELD)

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Harry H. Frampton III and Cynthia Darwin, whose names as Executive Vice President and Assistant Secretary, respectively, of Sea Pines of Virginia, Inc., are signed to the foregoing instrument bearing date of December 20, 1974, have acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand this 20th day of December, 1974.

_____
Notary Public, State of Virginia
My Commission Expires: _____

VIRGINIA:

In the Clerk's Office of the Circuit Court of Chesterfield County the 23rd day of Dec. 1974 this Deed was presented and with the certificate ____ admitted to record at 9:56 o'clock A. M.

Teste:

_____ Clerk

THIRD AMENDMENT BY RESTATEMENT OF DECLARATION OF COVENANTS AND RESTRICTIONS OF THE BRANDERMILL COMMUNITY ASSOCIATION, INC. AND BRANDERMILL, A JOINT VENTURE

April 19, 1993

Brandermill Community Association

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THIRD AMENDMENT BY RESTATEMENT OF DECLARATION OF COVENANTS AND RESTRICTIONS OF THE BRANDERMILL COMMUNITY ASSOCIATION, INC. AND BRANDERMILL, A JOINT VENTURE

THIS THIRD AMENDMENT BY RESTATEMENT, made this 20th day of April, 1993 by Brandermill Community Association, Inc. a Virginia not-for-profit non-stock corporation, hereinafter called "Association."

INTRODUCTION

On August 30, 1974 the Association and Brandermill, a Virginia general partnership filed for record a Declaration of Covenants and Restrictions of Brandermill Community Association, and Brandermill, a Joint Venture which is recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia ("Clerk's Office") in Deed Book 1130 at page 132; amended by documents as listed in Exhibit A ("Declaration").

The Association desires to make certain amendments to the Declaration as provided for in Article VIII Section 2, thereof.

This Restatement was presented to a duly called meeting of the Association on April 19, 1993 and more than seventy-five percent (75%) of the votes cast at that meeting were in favor of its adoption.

This Restatement was thereby approved.

Therefore the Association hereby amends and restates the Declaration. This amendment shall become effective on the date it is recorded in the Clerk's Office.

RESTATEMENT
ARTICLE I
DEFINITIONS

The following words and terms when used in this Declaration or any amendment (unless the context shall clearly indicate otherwise) shall have the following meaning:

(a) "Association" shall mean the Brandermill Community Association, Inc., a Virginia not-for-profit non-stock corporation, its successors and assigns.

(b) "Brandermill" shall mean the lands which are listed in Exhibit B to this document.

(c) "Company" shall mean Brandermill Development Company Limited Partnership, a limited partnership, successor in interest to Brandermill, a Virginia general partnership.

(d) The "Properties" shall mean the Existing Property subjected to this Declaration as provided in Article II hereof.

(e) "Residential Lot" shall mean any subdivided parcel of land located within the Properties for which no building permit has been issued by the appropriate governmental authorities and which parcel is intended for use as the site of a single family dwelling as shown upon any recorded final subdivision plat of any of the Properties.

(f) "Multiple-Family Tract" shall mean any unimproved parcel located within the Properties intended for development of attached residential units as shown upon any recorded final subdivision plat of any of the Properties.

(g) "Public or Commercial Site" shall mean any unimproved parcel intended for development of improvements designed to accommodate commercial, governmental or business enterprises as shown upon any recorded final subdivision plat of any of the Properties.

(h) "Development Unit Parcels" shall mean those parcels or tracts of Land conveyed under the Covenants and Restrictions permitting further subdivision of the parcel.
(i) "Unsubdivided Land" shall mean all land in the Existing Property, and any additions which have not been subdivided as Residential Lots, Multiple-Family Tracts, Public or Commercial Sites, Development Unit Parcels or Common Properties as shown on the subdivision plats recorded in the Clerk's Office. Only the Company may own Unsubdivided Land.
(j) "Family Dwelling Unit" shall mean any property for which a building permit has been issued which is intended for use as a single-family dwelling.
(k) "Public or Commercial Unit" shall mean any improved parcel intended to accommodate commercial, governmental or business enterprises as shown upon any recorded final subdivision plat of any of the Properties. The parcel shall be considered improved when a certificate of occupancy is issued by the appropriate governmental authority.
(l) "Self-Maintained Public or Commercial Unit" shall mean any Public or Commercial Units and Development Unit Parcels the Owner of which (i) establishes a plan of maintenance approved by the Association on an annual basis, and (ii) enters into an agreement with the Association agreeing that it will provide all services to its parcel which the Association otherwise would have provided and all maintenance of its parcel at a level not less than that furnished by the Association to the Common Properties; and upon its failure to provide such services and maintenance, to pay to the Association an amount equal to the assessments paid by a Public or Commercial Unit for the time period such failure of services and maintenance continues.
(m) "Owner" shall mean the Owner as shown by the real estate records in the Clerk's Office, whether it be one (1) or more persons, firms, associations, corporations or other legal entities of fee simple title to any Residential Lot, Family Dwelling Unit, Multiple-Family Tract, Self-Maintained Public or Commercial Unit, Public or Commercial Site, Public or Commercial Unit, Development Unit Parcel or Unsubdivided Land ("Unit") situated upon the Properties, but, notwithstanding any applicable theory of a deed of trust, shall not mean or refer to the mortgagee or holder of a deed of trust, its successors or assigns, unless and until such mortgagee or holder of a deed of trust has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure. The term "Owner" shall not mean any lessee or tenant of an Owner. If a long-term contract for the sale of land is entered into within the Properties, the Owner of the land shall be the purchaser under said contract and not the fee simple titleholder. A long-term contract is a contract which is recorded in the Clerk's Office and in which the purchaser is required to make payments for a period extending beyond nine (9) months from the date of the contract, and under which the Purchaser does not receive title to the Property until the payments are made, although the Purchaser is given the use of the property.
(n) "Tenant" shall mean the lessee under a written agreement for the rent and hire of a Family Dwelling Unit, Self-Maintained Public or Commercial Unit or Public or Commercial Unit in Brandermill which agreement has been filed with the Secretary of the Association.
(o) "Resident" shall mean each Owner and tenant of a Family Dwelling Unit who resides in Brandermill.
(p) "Member" shall mean all those Owners and Tenants who are Members of the

Association as defined in Section 1 of Article III.

(q) "Common Properties" shall mean those tracts of land with any improvements thereon which are deeded to the Association and designated in said deed as "Common Properties." The term "Common Properties" shall also include any real or personal property acquired by the Association if said property is designated "Common Property."

(r) "Master Plan" shall mean the latest revision of the drawing which represents the development of Brandermill.

(s) "Neighborhood" shall mean those areas in Brandermill designated as neighborhoods on the subdivision plats recorded in the Clerk's Office.

(t) "Intended for Use," "Intended for Development" or "Intended to Accommodate" shall mean and refer to the use for the various parcels within the Properties as shown on the Master Plan, or the use to which any particular parcel of land is restricted by covenants, expressly set forth or incorporated by reference in deeds by which the Company conveys the property.

ARTICLE II
EXISTING PROPERTY

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed, given, donated, leased and occupied subject to the Declaration ("Existing Property") is described as follows:

All that tract of parcel of land, situated, lying and being in Chesterfield County, Virginia which is more particularly described in Exhibit "B" attached hereto and by specific reference made a part hereof.

Section 2. Additions to the Existing Property. Additional lands may become subject to this Declaration in the following manner:

(a) By the action of the Company, without further action of the Association to bring within the plan and operation of the Declaration five hundred (500) additional acres adjacent to or near Brandermill if acquired by the Company prior to January 1, 1995; provided that the Company shall not have the right to convey to the Association any property on which there exists a private road or right of way for vehicular ingress and egress without the written approval of the Association.

(b) Other Additions. Upon approval in writing of the Association pursuant to a simple majority of the vote of those present at a duly called meeting.

(c) Mergers. Upon merger or consolidation with another association, as provided for in the By-Laws of the Association.

Additional lands which become subject to the Declaration under the provisions of this Section may in the future be referred to as part of Brandermill. All additions shall be made by filing a supplementary declaration of covenants and restrictions which shall extend this Declaration to such additional properties. The supplementary declaration may contain such complimentary additions and/or modifications of this Declaration as may be necessary or convenient in the opinion of the Association to reflect the different character of the added properties. No additions or modifications may be made that would be inconsistent with this Declaration.

ARTICLE III
MEMBERSHIP

Section1. Membership. Every Owner and Tenant, unless otherwise specified, shall be a Member of the Association.

(a) Governmental entities, (except governmental entities acquiring title to a Residential Lot or Family Dwelling Unit), Tenants of public or commercial units and Owners or Tenants who are exempt from the payment of assessments shall not be a Member of the Association.

(b) For purposes of membership Tenants shall be a Member only when a copy of the lease or other form, as may be required by the Association, has been received by the Secretary of the Association.

Section 2. Voting Rights. The Association shall have two (2) types of regular voting membership.

(a) TYPE A. Type "A" members shall be all Owners of Residential Lots and Family Dwelling Units, and Tenants occupying Family Dwelling Units. A Type "A" Member shall be entitled to two (2) votes for each Family Dwelling Unit which he owns. If a Family Dwelling Unit is occupied by a Tenant, the owner shall be entitled to one (1) vote and the Tenant shall be entitled to one (1) vote. An Owner of a Residential Lot shall be entitled to one (1) vote for each Residential Lot he owns.

(b) TYPE B. Type "B" members shall be all Owners of platted Public or Commercial Sites, Multiple-Family tracts, Public or Commercial units, Self-Maintained Public or Commercial Units, Unsubdivided Lands and Development Unit Parcels. A Type "B" Member shall be entitled to one (1) vote for each One Hundred ($100.00) Dollars in annual assessments paid to the Association. In computing the number of votes to which a Type "B" Member shall be entitled, the amount of the assessment paid shall be rounded to the nearest One hundred dollars ($100.00).

Payment of special assessments shall not entitle any member to additional votes.

When any property entitling the Owner to membership as a Member of the Association is owned of record in the name of two (2) or more persons, whether fiduciaries, joint tenants, tenants in common, tenants in partnership or in any other manner of joint or common ownership or if two (2) or more persons or entities have the same fiduciary relationship respecting the same property, then unless the instrument or order appointing them or creating the tenancy otherwise directs and it or a copy thereof is filed with the Secretary of the Association, their acts with respect to voting shall have the following effect:

(1) If only one (1) votes, in person or by proxy, his act shall bind all;

(2) If more than one (1) votes, in person or by proxy, the act of the majority shall bind all;

(3) If more than one (1) votes, in person or by proxy, but the vote is evenly split on any particular matter, each fraction shall be entitled to its proportionate share of the vote or votes provided, however, that all votes must be cast in who numbers and not fractions;

(4) If the instrument or order filed with the Secretary of the Association shows that such Tenancy is held in unequal interest, a majority or even split under subparagraphs (2) and (3) immediately above shall be a majority or even split in interest in the property to which the vote(s) is attributable;

(5) The principles of this paragraph shall apply, insofar as possible, to execution of proxies, waivers, consents or objections and for the purpose of ascertaining the presence of a quorum.

The voting rights of any owner may be assigned by said Owner to his lessee; provided, however, that the Owner may not assign to such lessee any vote(s) not attributable to the property actually leased to said lessee.

Section 3. Governance. The Association shall be governed by a Board of Directors ("Board of Directors") consisting of seven (7) or nine (9) members. The number and term of such Directors are to be determined in accordance with the provisions of the Articles of Incorporation of the Association.

Section 4. Election of the Board of Directors. Each member of type "A" and "B" membership classes shall be entitled to cast as many votes as equals the number of votes he is entitled to based on his ownership of or tenancy in classifications of property set out above. Such votes may be cast for each director's chair to be filled. Cumulative voting shall not be permitted.

Section 5. Quorum Required for Any Action Authorized at Regular or Special Meetings of the Association. The quorum required for any action which is subject to a vote of the members at an open meeting of the Association shall be as follows:

The first time a meeting of the Members of the Association is called to vote on any action proposed to be taken by the Association, the presence at the meeting of members or proxies entitled to cast twenty percent (20%) of the total vote of the Membership shall constitute a quorum.

If the required quorum is not present at any meeting, another meeting or meetings may be called subject to the giving of proper notice and the required quorum at such subsequent meeting(s) shall be fifty percent (50%) of the required quorum at the preceding meeting.

Unless otherwise provided, any reference hereafter to "votes cast at a duly called meeting" shall be construed to be subject to the quorum requirements established by this Article and any other requirements for such "duly called meeting" which may be established by the Bylaws of the Association. For the purpose of this section, "proper notice" shall be deemed to be given when given each Member not less than twenty-five (25) days nor more than sixty (60) days prior to the date of the meeting.

Section 6. Proxies. All members of the Association may vote and transact business at any meeting of the Association by proxy as authorized in writing. All proxies shall be assigned to an Executor of the Election to be appointed by the Board of Directors.

ARTICLE IV
PROPERTY RIGHTS IN THE COMMON PROPERTIES:

Section 1. Members' Easement of Enjoyment in Common Properties. Subject to the provisions of this Declaration, the rules and regulations of the Association and any fees or charges established by the Association, every member and guest of a Member shall have a right of easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title of every Unit.

A member's spouse and children who reside with such Member in Brandermill shall have the same easement of enjoyment hereunder as a Member. In those instances where a property in Brandermill is owned by a corporation or partnership, such corporations or partnerships shall annually appoint one (1) person as the "Primary Member." Such Primary Member shall have the same easement of enjoyment in the Common Properties as members who won or occupy such property singularly.

Section 2. Extent of Members' Easement. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association, in accordance with its Bylaws, to borrow money for the purpose of improving and/or maintaining the Common Properties and providing services authorized herein and in aid thereof to mortgage said Properties provided, however, that any such mortgage is with the prior consent of more than sixty-six and seven-tenths percent (66.7%) of the Members of the Association, which consent may be evidenced by petition or by an affirmative vote of more than sixty-six and seven-tenths percent (66.7%) of the Members voting in person or by proxy at a duly called meeting of the Association; and

(b) The right of the Association to take such actions as are reasonably necessary to protect the above described Properties against foreclosures; and

(c) The right of the Association to suspend the rights and easements of enjoyment of any member or guest of a member for any period during which the payment of the assessment against property owned by such member remains delinquent and for any period, not to exceed sixty (60) days for any infraction of its published rules and regulations, it being understood that any suspension for either non-payment of any assessment or a breach of the rules and regulations of the Association shall not constitute a waiver or discharge or the Member's obligation to pay the assessment, and provided that the Association shall not suspend the right to use any roads belonging to the Association, subject to the rules, regulations and fees, if any, established by the association for such use. Nothing contained in this paragraph shall be construed as limiting the right of the Association to levy additional assessments for violations of published rules and regulations in accordance with provisions of the Code of Virginia.

(d) The right of the Association to charge admission and other fees for the use of recreational facilities and services on the Common Properties.

(e) The right of the Association by its Board of Directors to dedicate or transfer to any public or private utility, utility or drainage easements in any part of the Common Properties.

(f) The right of the Association to give or sell all or any part of the Common Properties subject to the Conditional Use for Planned Development, approved by the Board of Supervisors of Chesterfield County, Virginia, including lease-hold interests to any public agency, authority, public service district, utility or private concern for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such gift or sale or determination as to the purposes or as to the conditions thereof shall be effective unless such dedication, transfers and determinations as to purposes and conditions shall be authorized by the affirmative vote of seventy-five percent (75%) of the votes cast at a duly called meeting of the Members of the Association.

(g) The rights of reversion of the Lessor of any Common Properties leased by the Association upon expiration of the lease.

Section 3. The Company Property Conveyance. The Company may but shall not be required to convey to the Association as Common Property those portions of Swift Creek Reservoir owned by the Company, the conveyance of which shall be made subject to certain agreements and Deeds of Easement, all dated December 11, 1968, between the predecessors in title to the Company and the County of Chesterfield County, Virginia, and recorded in Deed Book 946 at page 140 (rerecorded in Deed Book 949 at page 657 with plat attached), Deed Book

946 at page 157, and Deed Book 946 at page 170 in the Clerk's Office relating to the operation of flood easements for Swift Creek Reservoir and the protection, operation, maintenance and use of such Reservoir.

ARTICLE V
COVENANTS FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of Assessments. The Association covenants, and each Owner of each Unit, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to all the terms and provisions of this Declaration and to pay to the Association: (a) Annual Assessments or charges; and (b) Special Assessments or charges, such Assessments to be fixed, established and collected from time to time as hereinafter provided. The Annual and Special Assessments together with interest at the contract rate; late payment penalty of ten percent (10%), costs of collection, including attorney's fees and post judgment costs, as hereinafter provided, shall be a charge and continuing lien on the real property and improvements thereon against which each such assessment is made. Each such assessment, together with such interest; late payment penalty; costs of collection, including attorneys fees and post judgment costs, as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such real property at the time when the assessment first became due and payable. In the case of co-ownership of a Unit all of such co-owners shall be jointly and severally liable for the entire amount due.

Section 2. Purpose of Assessments. The Annual and Special Assessments levied by the Association shall be used exclusively for the improvement, maintenance, enhancement, enlargement and operation of the Common Properties and to provide services which the Association is authorized to provide.

Section 3. Application of the "Maximum" Annual Assessment. The Maximum Annual Assessment, as set forth herein below as is annually increased pursuant to subparagraph (g) below, shall be levied by the Association. If, however, the Board of Directors, by majority vote, determines that the important and essential functions of the Association may be properly funded by an assessment less than the Maximum Annual Assessment, it may levy such lesser assessment. The levy of an assessment less than the Maximum Annual Assessment in one (1) year shall not affect the Board's right to levy an Annual Assessment equal to the Maximum Annual Assessment in subsequent years.

If the Board of Directors, by majority vote, determines that the important and essential functions of the Association will not be properly funded in any one (1) year or in any one (1) year and all subsequent years, it may request approval of a specified increase in the Maximum Annual Assessment for either one (1) year only or for that one (1) year and all subsequent years by the vote of the Members at a duly called meeting of the Association. Should a majority of those present in person or by proxy vote in favor of the increase, it shall be deemed approved and may be levied by the Board.

(a) The Maximum Annual Assessment shall be the sums calculated in accordance with the following schedule, as may be increased in each instance by an inflation adjuster as set forth in Section 3(g) of this Article:

Property Type	Maximum Annual Assessment
Residential Lot Apartments	$188.00
Dwelling Unit Other Than Apartments	$252.00
Multiple Family Tract Public or Commercial Site owned by the Company Development Unit Parcel Unsubdivided Land	$44.00 per acre
Public or Commercial Site owned other than by the Company	$186.00 per acre
Public and Commercial Units	$.158 per sq. ft.
Self Maintained Public or Commercial Unit	$186.00 per acre

(b) Assessments shall be billed as may be determined by the Board of Directors. The billing schedule shall be the same for all properties of a specified category, however, the Board of Directors, in its discretion, may establish different schedules for the billing of assessments due from different categories of property. All assessments shall be due as determined by the Board of Directors unless the Board of Directors elects to utilize a billing agent in which event the billing agent shall set the date on which assessment bills shall be due and payable.

(c) The Board of Directors may authorize a billing agent to collect the Assessments provided for herein. The billing agent may in its discretion determine the manner in which such assessments shall be collected.

(d) The Owner of any assessable property which changes from one category to another during an assessment year shall be billed for the additional amount for the remainder of the year to reflect the category change.

(e) Changes in square footage during an assessment year shall be reflected in the first billing of the next assessment year.

(f) All assessments charged by the Association shall be rounded off to the nearest dollar.

(g) From and after January 1, 1993, the Maximum Annual Assessment shall be increased each year by the Board of Directors of the Association by an amount of five percent (5%) per year over the previous year, or the percentage increase between the first month and the last month of an annual assessment period in the Consumer Price Index, All Urban Average, whichever of these two percentage figures is larger. If the Board of Directors so determines, the Maximum Annual Assessment may be increased less than the larger of the two (2) percentage figures described immediately above. Nothing in this Section shall be interpreted to affect increase made in the Annual Assessment from March 1, 1975 to effective date of this Restatement.

(h) Any increase in the Maximum Annual Assessment shall be made in such a manner

that the proportionate increase in such assessment is the same for Owners of all Units.

Section 4. Special Assessments. In addition to the Annual Assessment, the Board of Directors may levy Special Assessments in accordance with the Code of Virginia (Virginia Property Owners Association Act) for the improvement, maintenance, enhancement, enlargement and operation of the Common Properties and to provide services which the Association is authorized to provide.

The proportion of each Special Assessment to be paid by the Owners of the various classifications of assessable property shall be equal to the portion of the Annual Assessments made for assessment year during which Special Assessments are approved.

With respect to Section 4 of Article V, see copy of Second Amendment and Addendum to Third Amendment by Restatement of Declaration of Rights and Restrictions of Brandermill Community Association, Inc., a copy of which is attached at the conclusion of this Declaration.

Section 5. Reserve Funds. The Association shall establish reserve funds from its Annual Assessments as a reserve for:

(a) Major rehabilitation;

(b) For emergency and other repairs required as a result of storm, fire, natural disaster, or other casualty loss;

(c) Initial costs of any new service to be performed by the Association; and

(d) The cost of any capital improvement.

Section 6. Special Assessment for Neighborhoods. On petition of seventy-five percent (75%) of all Owners within a particular Neighborhood, or contiguous Neighborhood, the Board of Directors may levy a Special Assessment applicable only to each Owner within the Neighborhood(s), to undertake special construction, special neighborhood security and neighborhood maintenance.

In the event of election by the Members of a Neighborhood to be assessed by the Association, the Association shall be authorized to borrow money to fund such special improvements, construction, security or maintenance and to repay any such loan with the receipts from the Special Assessments authorized therefore.

Section 7. Duties of the Board of Directors. The Board of Directors shall fix the amount of the Assessment against each Unit and shall at that time direct the preparation of an index of the properties and assessments applicable thereto which shall be kept in the Office of the Association and which shall be open to inspection by any Member. A written notice of assessment shall thereupon be sent to every Owner subject thereto.

The Association shall upon written demand furnish to any Owner liable for said Assessment a certificate in writing signed by an Officer of the Association as set forth in the Code of Virginia.

Section 8. Effect of Nonpayment of Assessment. If the Assessment is not paid on or before the due date as established by the Board of Directors, then such assessment shall become delinquent and shall (together with interest thereon at the contract rate, or at the rate of the Association's Billing Agent, if greater than the contract rate, from the due date a late payment penalty of ten percent (10%); the costs of collection including attorney's fees and post collection costs) become a charge and continuing lien on the real property and improvements thereon against which each such assessment is made, in the hands of the then Owner, his heirs, devisees, personal representatives, tenants and assigns. The failure of an owner or tenant to use the Common Properties, to utilize the services of the Association to perform any of its duties or services shall be deemed specifically waived as a defense for non-payment of the assessments.

The Association may bring an action at law or take any other action as approved by the Board of Directors against the Owner personally to collect such assessment, interest and penalty. All costs of collection including attorney's fees of a minimum of thirty-five percent (35%), agency collection fees, post judgment costs and court costs shall be added to the amount of such assessment, interest and penalty. If a judgment is obtained for the monies due, such judgment shall include interest at the judgment rate from the date thereof.

Section 9. Subordination of the Lien to Deeds of Trust. The Lien of the assessments provided for herein shall be subordinate to the lien of the first deed of trust now or hereafter placed upon the properties subject to the assessment. In the event a creditor acquires title to the property pursuant to foreclosure or any other proceeding or deed in lieu of foreclosure, said creditor shall be subject to assessment.

Section 10. Exempt Property. The following property, subject to this declaration shall be exempted from the assessment, charge and lien created herein:

(a) All lands designated, intended or actual use, for outdoor recreation facilities; operating farms and/or animal pastures; woodlands, marsh or swamp conservancies; places of worship; community, civic and cultural clubs; libraries; nursery or other schools and instructional centers, and nonprofit, charitable or governmental institutions;

(b) All lands designated as Common Properties;

(c) Property which is used for the maintenance, operation and service of facilities within Common Properties.

With respect to Section 10 of Article V, see copy of First Amendment and Addendum to Third Amendment by Restatement of Declaration of Rights and Restrictions of Brandermill Community Association, Inc., a copy of which is attached at the conclusion of this Declaration.

Section 11. Annual Statements. The Treasurer shall annually have prepared by an independent Certified Public Accountant a full audit of the assets, liabilities, revenues and expenses of the Association. Said audit shall be done in accordance with Standards of The American Institute of Certified Public Accountants. A copy of the audit shall be provided to any Owner who requests same in writing.

The financial records of the Association shall be available for inspection in accordance with the Code of Virginia.

Section 12. Annual Budget. The Board of Directors shall prepare and make available to all members, at least thirty (30) days prior to the start of each fiscal year, a budget outlining the anticipated revenues and expenses of the Association for the forthcoming fiscal year.

ARTICLE VI
FUNCTIONS OF THE ASSOCIATION

Section 1. Ownership and Maintenance of Common Properties. The Association shall be authorized to own and/or maintain (subject to the requirements of the Board of Supervisors of Chesterfield County, Virginia) Common Properties, equipment, furnishing and improvements devoted to providing any of the services which the Association is authorized to offer under Section 2 of this Article.

Section 2. Services. The Association shall be authorized (subject to the requirements of the Board of Supervisors of Chesterfield County, Virginia) but not required to provide the following services:

(a) Cleanup and maintenance of all roads, roadways, roadway medians, parkways, lakes and Common Properties, within the Properties and also all public property which are located within or in a reasonable proximity to the Properties such that their deterioration would affect the appearance of the Properties as a whole;
(b) Landscaping of roads and parkways, sidewalks and walking paths and any Common Properties;
(c) Transportation facilities other than privately owned automobiles;
(d) Lighting of roads, sidewalks and walking paths throughout the Properties;
(e) Police protection and security;
(f) Fire protection prevention;
(g) Garbage and trash collection and disposal;
(h) Insect and pest control;
(i) The services necessary or desirable in the judgment of the Board of Directors of the Association to carry out the Association's obligations and business under the terms of this document;
(j) Maintenance of all lakes, lagoons, play fields, tennis and golf facilities, wildlife areas, fishing facilities, other recreational facilities of any nature and community meeting facilities serving the Properties;
(k) To take any and all actions necessary to enforce all Covenants and Restrictions affecting the Properties and to perform any of the functions or service delegated to the Association in any Covenants or Restrictions applicable to the Properties;
(l) To set up and operate an Architectural Review Board(s);
(m) Improvement of fishing available to Members within the Properties;
(n) To provide day care and child care services;
(o) To conduct recreation, sport, craft, and cultural programs of interest to Members, their children and guests;
(p) To provide legal and scientific resources for the improvement of air and water quality within the Properties;
(q) To maintain search and rescue and other emergency medical services for the protection and safety of those on or adjacent to the properties;
(r) To construct improvements on Common Properties;
(s) To provide administrative services;
(t) To provide liability and hazard insurance for the Common Properties;
(u) To provide water, sewer and any utility service not provided by a public body or Private Utility;
(v) To provide, conduct or maintain water pollution and shoreline erosion abatement measures;
(w) To render services of a governmental nature not furnished by the local government in the case of maintenance of property not owned by it;
(x) To provide any and all of the above listed services to another Association of Owners of Real Property under a contract as may be approved by the Board of Directors.

Section 3. Obligation of the Association. The Association shall not be specifically obligated to carry out or offer any of the functions and services specified in this Article. The functions and services to be carried out by the Association shall be determined by the Board of Directors of the Association taking into consideration the funds available to the Association and the needs of the Members of the Association.

Section 4. Mortgage and Pledge. The Board of Directors shall have the power and authority to mortgage the Property of the Association and to pledge the revenues of the Association as security for loans made to the Association, which loans shall be used by the Association in performing its authorized functions; provided that any such mortgage or pledge is with the prior consent of a sixty-six and seven-tenths percent (66.7%) majority of a quorum voting in person or by proxy at a duly called meeting of the Members of the Association.

ARTICLE VII
ARCHITECTURAL CONTROL

Section 1. Architectural Review. No building, wall, fence, swimming pool or other structure shall be commenced, erected, or maintained within the Properties nor shall any landscaping be done, nor shall any exterior structure or change or alteration therein be made until the plans and specifications, therefore, showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing by the Association. This paragraph shall not apply to any property utilized by a governmental entity or institution.

The Board of Directors of the Association shall appoint an Architectural Review Board(s) as it deems necessary. Each of the Architectural Review Board(s) shall be composed of not less than three (3) nor more than eleven (11) persons.

The Architectural Review Board(s) shall from time to time establish rules of procedure for defining the manner of application for approval and shall establish standards for the implementation of the Architectural Standards. Such rules shall be submitted to the Board of Directors for approval.

ARTICLE VIII
GENERAL PROVISIONS

Section 1. Duration. The Covenants and Restrictions of the Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or the Owner of any lands subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a period of thirty (30) years from September 6, 1974, the date of recording of this Declaration. Upon the expiration of said thirty (30) year period, this Declaration shall be extended for successive ten (10) year periods unless seventy-five percent (75%) of the Members of the Association, in person or by proxy, at a meeting of the Members of the Association, duly called for such purpose, vote to dissolve the Association.

Section 2. Amendments. All proposed amendments shall be submitted to a vote of the members at a duly called meeting of the Association and any such proposed amendment shall be deemed approved if seventy-five percent (75%) of the votes cast at such meeting vote in favor of such proposed amendment. Notice shall be given each Member at least thirty (30) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration is approved by the Members as set forth above, the President and Secretary of the Association shall execute an Addendum to this Declaration which shall set forth the Amendment and the effective date of the Amendment and record the same in the Clerk's Office.

Section 3. Notices. Any notice required to be sent to any Member under the provisions of the Declaration shall be deemed to have been properly sent, and notice thereby given, when delivered personally or sent by mail, with the proper postage affixed, to the address appearing on

the Association's Membership list. Notice to one (1) of two (2) or more co-owners or co-tenants of any Unit shall constitute notice to all co-owners. It shall be the obligation of every Member to immediately notify the Secretary of the Association in writing of any change of address. Any person who becomes a Member following the first day in the calendar month in which said notice is delivered or mailed shall be deemed to have been given notice if notice was given to his predecessor in title or his Tenant.

Section 4. Enforcement. Enforcement of the Covenants and Restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate or circumvent any Covenant or Restriction, either to restrain violation or to recover damages, and against the land and to enforce any lien created by these Covenants; and failure by the Association or any Member to enforce any Covenant or Restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter.

Section 5. Severability. Should any Covenant or Restriction herein contained or any Article, Section, Subsection, sentence, clause, phrase or term of this Declaration be declared void, invalid, illegal, or unenforceable for any reason by the adjudication of any Court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 6. Interpretation. The Board of Directors shall have the right to determine all questions arising in connection with this Declaration of Covenants and Restrictions, and to construe and interpret its provisions, its determination, construction or interpretation, shall be final and binding. In all cases, the provisions shall be final and binding. In all cases, the provisions shall be given that interpretation or construction that will best tend toward the consummation of the general plan of improvements.

Section 7. Authorized Action. All actions which the Association is allowed to take under this instrument shall be authorized actions of the Association if approved by the Board of Directors of the Association in the manner provided for in the By-Laws of the Association unless the terms of this instrument provide otherwise.

Section 8. Other Agreements. Notwithstanding anything contained herein to the contrary, all the provisions of these Covenants shall be subject to and conform with the provisions of:

(a) The Zoning Ordinance of the County of Chesterfield, Virginia, and the rules and regulations promulgated thereunder, as may from time to time hereafter be amended or modified;

(b) The Master Plan for the development of Brandermill as approved by the Board of Supervisors of the County of Chesterfield as may from time to time hereafter be amended or modified;

(c) All conditions imposed on Brandermill in connection with the Conditional Use granted to Brandermill as a Planned Development under such Zoning Ordinance of the County of Chesterfield, Virginia, as may from time to time hereafter be amended or modified; and

(d) Those three (3) certain Agreements and Deeds of Easement, all dated December 11, 1968, between predecessors in title to Brandermill in the County of Chesterfield, Virginia, and recorded in Deed Book 946 at page 140 (rerecorded in Deed Book 949 at page 657 with plat attached), Deed Book 946 at page 157, and Deed Book 946 at page 170, in the Clerk's Office of the Circuit Court of the County of Chesterfield, Virginia,

relating to the creation of flood easements for the Swift Creek Reservoir and the protection, operation, maintenance and use of such reservoir. None of the provisions of this Section 8 are or shall in anyway be construed to be or to constitute a conveyance, transfer, disposition, waiver or relinquishment of any right, title, and interest of Brandermill in and to or under any of the above referenced instruments or documents to or for the benefit of any other person, firm, or corporation.

Section 9. Termination of Association. In the event that this Declaration be declared to be void, invalid, illegal, or unenforceable in its entirety, or in such a significant manner that the terms hereof, for any reason, by the adjudication of any Court or subject matter hereof, or if the members of the Association should vote not to renew and extend this Declaration as provided for in Article VIII, Section 1, all Common Properties owned by the Association at such time shall be transferred to a Trustee appointed by the Circuit Court of Chesterfield County, Virginia, which Trustee shall own and operate said Common Properties for the use and benefit of Owners within the Properties as set forth below:

(a) Each Lot or Parcel of land located within the Properties shall be subject to an Annual Assessment which shall be paid by the owner of each Lot or Parcel to the Trustee. The amount of such initial Annual Assessment and its due date shall be determined solely by the Trustee, but the amount of such Annual Assessment on any particular Lot or Parcel shall not exceed the amount actually assessed against that Lot or Parcel in the last year that assessments were levied by the Association.

(b) Any past due annual Assessment together with interest thereon at the contract rate plus a late payment penalty of ten percent (10%) from the due date and all costs of collection including reasonable attorney's fees shall by a personal obligation of the owner at the time the Annual Assessment became past due, and it shall also constitute and become a charge and continuing lien on the real property and improvements thereon, against which the Assessment has been made, in the hands of the then owner, his heirs, devisees, personal representatives and assigns.

(c) The Trustee shall be required to use the funds collected as Annual Assessments for the operation, maintenance, repair and upkeep of the Common Properties. The Trustee may charge as part of the cost of such functions, the reasonable value of its services in carrying out the duties herein provided. The Trustee shall not have the obligation to provide for the operation, maintenance, repair and upkeep of the Common Properties once the funds provided by the Annual Assessment have been exhausted.

(d) The Trustee shall have the right to convey the title to the Common Properties and to assign its rights and duties hereunder, provided that the transferee accepts such properties subject to the limitations and uses imposed hereby and affirmatively acknowledges its acceptance of the duties imposed hereby.

(e) The Trustee shall have the power to dispose of the Common Properties free and clear of the limitations imposed hereby provided, however, that such disposition shall first be approved in writing by fifty-one percent (51%) of the owners of Property within the Properties or in the alternative shall be found to be in the best interest of the Owners of property within the Properties by the Circuit Court of Chesterfield County, Virginia. The proceeds of such a sale shall first be used for the payment of any debts or obligations constituting a lien on the Common Properties, then for the payment of any obligations incurred by the Trustee in the operation, maintenance, repair and upkeep of such Properties, then for the payment of any obligations distributed among the Owners of

property within the Properties, exclusive of the Trustees, in a proportion equal to the portion that the Maximum Regular Annual Assessment on property owned by a particular Owner bears to the total Annual Assessments for all property located within the Properties.

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SIGNATURES APPEAR ON NEXT PAGE(S)]

IN WITNESS WHEREOF the Association has caused this instrument to be executed and its seal attached by its duly authorized officers.

BRANDERMILL COMMUNITY ASSOCIATION

Attest:

By: James M. Bolton
President

By: Christopher K. Wheeler
Secretary, Christopher K. Wheeler

State of Virginia
City/County of{ Chesterfield }to wit

The foregoing instrument was acknowledged before me this 22nd day of April, 1993 by James M. Bolton President of Brandermill Community Association.

My commission expires January 31, 1996

Roberta L. Glenn
NOTARY PUBLIC

EXHIBIT A

Amendment by Partial Restatement recorded December 23, 1974, in Deed Book 1140 at page 454

Amendment by Partial Restatement recorded February 3, 1975, in Deed Book 1143 at page 832

Addendum and Restatement recorded July 27, 1977, in Deed Book 1265 at page 513

Second Addendum and Restatement recorded August 22, 1978, in Deed Book 1339 at page 612.

Third Addendum and Restatement recorded April 15, 1980, in Deed Book 1463 at page 799

Supplementary Declaration recorded February 28, 1984, in Deed Book 1588 at page 672

Amendment recorded December 16, 1985, in Deed Book 1744 at page 202

Supplemental Declaration and amendment recorded August 5, 1986, in Deed Book 1788 at page 1716

Amendment recorded May 15, 1990, in Deed Book 2088 at page 633

EXHIBIT B

PARCEL I

All those certain pieces and parcels of real property located in the County of Chesterfield, Virginia, portions of which front along the mean water surface elevation of 177 feet of Swift Creek Reservoir, as designated and shown as parcels A, B, C, D and F on a plat of survey entitled "Plat of Several Parcels of Land Consisting of 2,580+ Acres Situated North of U.S. Route 360 on Both Sides of Old Hundred Road" prepared by J.K. Timmons and Associates, Surveyors-Engineers Planners, of Richmond, Virginia, and dated November 1, 1972, revised November 10, 1972, December 14, 1972, January 12, 1973, and January 16, 1973, which plat is recorded in Plat Book 20 at page 86, in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, and which, by this reference, is made a part hereof.

PARCEL II

All those three certain tracts or parcels of land lying and being in Chesterfield County, Virginia, designated as parcels A, B and C on a plat of survey entitled, "Plat Showing 50.81 Ac. On the West Side of Coalfield Road, Midlothian District, Chesterfield Co., Virginia", prepared by J.K. Timmons & Associates, Inc., Consulting engineers, Richmond, Virginia, dated February 14, 1973, and recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, in Deed Book 1072, page 145.

Less and except that certain tract containing 11.177 acres more particularly shown on Exhibits C and D attached to and recorded with Supplemental Declaration and Amendment made as of April 21, 1986 by Brandermill Community Association, Inc. and Brandermill, a Virginia general partnership, recorded August 5, 1986 in Deed Book 1788, page 1716.

PARCEL III

All that certain tract of parcel of land containing 16.907 acres more particularly described on Exhibits A and B attached to Supplemental Declaration and Amendment made as of April 21, 1986, by Brandermill Community Association, Inc. and Brandermill, a Virginia general partnership, recorded August 5, 1986 in Deed Book 1788, page 1716, Clerk's Office of the Circuit of Chesterfield County, Virginia.

ADDENDUM TO
THIRD AMENDMENT BY RESTATEMENT OF
DECLARATION OF COVENANTS AND RESTRICTIONS
OF THE BRANDERMILL COMMUNITY ASSOCIATION, INC. AND
BRANDERMILL, A JOINT VENTURE

THIS ADDENDUM, executed as of this 22nd day of April, 1997, by its President and Secretary, on behalf of Brandermill Community Association, Inc. a Virginia not-for-profit non-stock corporation, hereinafter called "Association."

INTRODUCTION

On August 30, 1974, the Association and Brandermill, a Virginia general partnership, filed for record a Declaration of Covenants and Restrictions of Brandermill Community Association, Inc., and Brandermill, a Joint Venture, which is recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia ("Clerk's Office") in Deed Book 1130, at page 132; amended by documents as listed in Exhibit A ("Declaration").

The Association desiring to amend the Declaration as hereafter provided, presented the following amendment to a duly called meeting of the members of the Association on April 21, 1997, in accordance with the provisions of Article VIII, Section 2, of the Declaration, and more than seventy-five percent (75%) of the votes cast at that meeting voted in favor of its adoption. The amendment was thereby approved.

AMENDMENT

Paragraph (a) of Section 10, of Article V of the Declaration is amended as follows to be effective as of April 22, 1997:

Section 10. Exempt Property. The following property, subject to this Declaration, shall be exempted from the assessment, charge and lien created herein:

(a) All lands designated, intended or actually used, for outdoor recreation facilities; operating farms and/or animal pastures; woodlands, marsh or swamp conservancies; places of worship; community, civic and cultural clubs; libraries and nursery or other schools and instruction centers.

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EXHIBIT A

Amendment by Partial Restatement recorded December 23, 1974, in Deed Book 1140 at page 454.

Amendment by Partial Restatement recorded February 3, 1975, in Deed Book 1143 at page 832.

Addendum and Restatement recorded July 27, 1977, in Deed Book 1265 at page 513.

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Third Addendum and Restatement recorded April 15, 1980, in Deed Book 1463 at page 799.

Supplementary Declaration recorded February 28, 1984, in Deed Book 1588 at page 672.

Amendment recorded December 16, 1985, in Deed Book 1744 at page 202.

Supplemental Declaration and Amendment recorded August 5, 1986, in Deed Book 1788 at page 1716.

Amendment recorded May 15, 1990, in Deed Book 2088 at page 633.

Amendment by Restatement recorded June 4, 1993, in Deed Book 2340 at page 668.

IN WITNESS WHEREOF, the Association has caused this instrument to be executed by its President and Secretary.

BRANDERMILL COMMUNITY ASSOCIATION, INC.

By: _____
Laurie Newill, President

By: _____
Joseph M. Divita, Secretary

STATE OF VIRGINIA
COUNTY OF CHESTERFIELD, to-wit:

The foregoing instrument was acknowledged before me this 28th day of April, 1997, by Laurie Newill and Joseph M. Divita, President and Secretary, respectively, of Brandermill Community Association, Inc.

My commission expires: January 31, 1999

_____
Notary Public

SECOND AMENDMENT AND ADDENDUM TO THIRD AMENDMENT BY RESTATEMENT OF DECLARATION OF RIGHTS AND RESTRICTIONS OF THE BRANDERMILL COMMUNITY ASSOCIATION, INC. AND BRANDERMILL, A JOINT VENTURE

THIS SECOND AMENDMENT (this "Amendment"), made as of the 16th day of April, 2001, BRANDERMILL COMMUNITY ASSOCIATION, INC., a Virginia not-for-profit non-stock corporation, hereinafter called the "Association" and solely for purposes of recording, "Grantor" and "Grantee", provides as follows:

RECITALS

A. On June 4, 1993, the Association filed for record a Third Amendment by Restatement of Declaration of Covenants and Restrictions of the Brandermill Community Association and Brandermill, a Joint Venture, which is recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia (the "Clerk's Office"), in Deed Book 2340, page 668, as amended by that certain First Amendment and Addendum to Third Amendment by Restatement of Declaration of Rights and Restrictions of the Brandermill Community Association, Inc. and Brandermill, a Joint Venture, recorded previously hereto (including any prior amendments thereto, the "Declaration").

B. The Association desires to make certain amendments to the Declaration as provided for in Article VIII, Section 2 thereof.

C. This Addendum was presented to a duly called meeting of the Association on April 16, 2001. More than seventy-five percent (75%) of the votes cast by the Association's members at that meeting were in favor of its adoption of the Amendment and such members executed a ratification of the Amendment.

NOW THEREFORE, the Association hereby amends the Declaration. This Amendment is effective April 16, 2001.

AMENDMENT

1. The foregoing recitals are hereby certified to by the officers of the Association signing this Amendment below.

2. Article V, Section 4 of the Declaration is hereby amended to add the following paragraph to the end of such Section:

A majority of votes cast, in person or proxy, at a meeting of the Members convened in accordance with the provisions of this Association's Bylaws within sixty

(60) days of the Board of Directors issuing notice of levy of Special Assessment shall, as provided by the majority of cast votes, rescind or reduce the Special Assessment. No director or officer of the Association shall be liable for failure to perform his fiduciary duty if a Special Assessment for the funds necessary for the director or officer to perform his fiduciary duty is reduced or rescinded by the Members pursuant to this Section, and the Association shall indemnify such director or officer against any damage resulting from any claimed breach of fiduciary duty arising therefrom.

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Signatures to Follow]

IN WITNESS WHEREOF, the Association has caused this instrument to be executed and its seal attached by its duly authorized officers.

BRANDERMILL COMMUNITY ASSOCIATION, INC.
a Virginia not-for profit non-stock corporation

Attest:

By: John W. Hughes
President

By: Joseph M. Sirita
Secretary

COMMONWEALTH OF VIRGINIA
City/County of Chesterfield : to wit

The foregoing instrument was acknowledged before me this 4th day of January, 2001, by John W. Hughes, President of Brandermill Community Association, Inc.

My commission expires: 1/31/03

Roberta L. Glenn
Notary Public

COMMONWEALTH OF VIRGINIA
City/County of Chesterfield : to wit

The foregoing instrument was acknowledged before me this 4th day of January, 2001, by Joseph M. Sirita, Secretary of Brandermill Community Association, Inc.

My commission expires: 1/31/03

Roberta L. Glenn
Notary Public

Prepared by, and Upon recordation Return to:
Otto W. Konrad, Esquire
LeClair Ryan PC
707 E. Main Street, 11th Floor
Richmond, VA 23219

VIRGINIA:
IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF CHESTERFIELD COUNTY, THE 25 DAY OF JAN 2002, THIS DEED WAS PRESENTED AND WITH THE CERTIFICATE....ADMITTED TO RECORD AT 7:33 O'CLOCK. THE TAX IMPOSED BY SECTION 58.1-802 IN THE AMOUNT OF $.00 HAS BEEN PAID.

TESTE: JUDY L. WORTHINGTON, CLERK

GPIN#: (See Attached)

Prepared By and Upon
Recording Return To:
Otto W. Konrad, Esquire
Kaufman & Canoles, P.C.
Three James Center, Suite 1206
1051 East Cary Street
Richmond, Virginia 23219

THIRD AMENDMENT AND ADDENDUM TO THIRD AMENDMENT BY RESTATEMENT OF DECLARATION OF RIGHTS AND RESTRICTIONS OF BRANDERMILL COMMUNITY ASSOCIATION, INC.

This Third Amendment and Addendum to Third Amendment By Restatement of Declaration of Rights and Restrictions of Brandermill Community Association, Inc. (this "Amendment") is made as of the 19th day of April, 2004, by Brandermill Community Association, Inc., a Virginia not-for-profit non-stock corporation (hereinafter called "Association" and solely for purposes of recording "Grantor" and "Grantee"), and provides as follows:

RECITALS

A. On June 4, 1993, the Association filed for record a Third Amendment by Restatement of Declaration of Covenants and Restrictions of the Brandermill Community Association and Brandermill, a joint venture, which is recorded in the Clerk's Office of the Circuit Court of the County of Chesterfield, Virginia (the "Clerk's Office"), in Deed Book 2340, Page 668, as amended by (i) that certain First Amendment and Addendum to Third Amendment by Restatement of Declaration of Rights and Restrictions of the Brandermill Community Association, Inc. and Brandermill, a joint venture and (ii) that certain Second Amendment and Addendum to Third Amendment by Restatement of Declaration of Rights and Restrictions of the Brandermill Community Association, Inc. and Brandermill, a joint venture (including all prior and subsequent amendments thereto amended, the "Declaration").

B. The Association desires to make certain amendments to the Declaration as provided for in Article VIII, Section 2 thereof.

C. This Amendment was presented to a duly called meeting of the Association on April 19, 2004, and more than seventy-five percent (75%) of the votes cast at that meeting were in favor of its adoption.

NOW THEREFORE, the Association hereby amends the Declaration. This Amendment shall become effective on the date it is recorded in the Clerk's Office.

AMENDMENT

1. The foregoing recitals are hereby certified to by the officers of the Association signing this Amendment below.

2. Article III, Section 2, subsection (a) of the Declaration is hereby deleted in its entirety and replaced with the following:

TYPE A. Type 'A' Members shall be all Owners of Residential Lots and Family Dwelling Units, and Tenants occupying Family Dwelling Units. A Type 'A' Member shall be entitled to one (1) vote for each One Hundred Dollars ($100) in annual assessments paid to the Association. In computing the number of votes to which a Type 'A' Member shall be entitled, the amount of the assessment shall be rounded to the nearest One Hundred Dollars ($100). Payment of special assessments shall not entitle any Member to additional votes. A Member of a Family Dwelling Unit may transfer any number of the Member's votes to a Tenant living in the Family Dwelling Unit, provided the transfer and the number of such transferred votes is stated in the Tenant's written lease, and the Association is provided with a copy of the lease prior to Tenant exercising its assigned votes.

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SIGNATURES APPEAR ON NEXT PAGE(S)]**

IN WITNESS WHEREOF, the Association has caused this instrument to be executed and its seal attached by its duly authorized officers.

BRANDERMILL COMMUNITY ASSOCIATION, INC., a Virginia not-for profit non-stock corporation [SEAL]

Attest:

By: C W Rayfield
President

By: J P Ritter
Secretary

COMMONWEALTH OF VIRGINIA
City/County of Chesterfield : to wit

The foregoing instrument was acknowledged before me this 19 day of January, 2005, by CHARLES W. RAYFIELD, President of Brandermill Community Association, Inc., a Virginia not-for profit non-stock corporation, on behalf of the corporation.

My commission expires: March 31, 2007

Jane M. Fritz
Notary Public

COMMONWEALTH OF VIRGINIA
City/County of Chesterfield : to wit

The foregoing instrument was acknowledged before me this 19 day of January, 2004~~5~~ by JASON LIVINGSTON, Secretary of Brandermill Community Association, Inc., a Virginia not-for profit non-stock corporation, on behalf of the corporation.

My commission expires: March 31, 2007

Jane M. Lutz
Notary Public

#50041801 v1 - brandermill/declarations amendment/type a voting rights

BE IT RESOLVED THAT:

Article I, Section 2, subsection (a) of the Restated By-Laws of Brandermill Community Association, Inc., Article III, Section (b) of the Articles of Incorporation of Brandermill Community Association, Inc. and Article III, Section 2, subsection (a) of the Third Amendment by Restatement of Declaration of Covenants and Restrictions of the Brandermill Community Association and Brandermill, a joint venture, shall be deleted in the entirety and replaced with the following:

> TYPE A. Type 'A' Members shall be all Owners of Residential Lots and Family Dwelling Units, and Tenants occupying Family Dwelling Units. A Type 'A' Member shall be entitled to one (1) vote for each One Hundred Dollars ($100) in annual assessments paid to the Association. In computing the number of votes to which a Type 'A' Member shall be entitled, the amount of the assessment shall be rounded to the nearest One Hundred Dollars ($100). Payment of special assessments shall not entitle any Member to additional votes. A Member of a Family Dwelling Unit may transfer any number of the Member's votes to a Tenant living in the Family Dwelling Unit, provided the transfer and the number of such transferred votes is stated in the Tenant's written lease, and the Association is provided with a copy of the lease prior to Tenant exercising its assigned votes.

The foregoing resolution was passed by a ___ affirmative vote of the Board at the April 19, 2004 meeting of the Board.

#50041800 v2 - brandermill/board resolution/type a voting rights

Tax Map # 7306812019000

FOURTH AMENDMENT AND ADDENDUM TO THIRD AMENDMENT BY RESTATEMENT OF DECLARATION OF RIGHTS AND RESTRICTIONS OF BRANDERMILL COMMUNITY ASSOCIATION, INC.

This Fourth Amendment and Addendum to Third Amendment By Restatement of Declaration of Rights and Restrictions of Brandermill Community Association, Inc. (this "Amendment") is made as of the 16th day of April, 2007, by Brandermill Community Association, Inc. a Virginia not-for-profit non-stock corporation (hereinafter called "Association" and solely for purposes of recording "Grantor" and "Grantee"), and provides as follows:

RECITALS

A. On June 4, 1993 the Association filed for record a Third Amendment by Restatement of Declaration of Covenants and Restrictions of the Brandermill Community Association and Brandermill, a joint venture, which is recorded in the Clerk's Office of the Circuit Court of the County of Chesterfield, Virginia (the "Clerk's Office"), in Deed Book 2340, Page 668, as amended by (i) that certain First Amendment and Addendum to Third Amendment by Restatement of Declaration of Rights and Restrictions of the Brandermill Community Association, Inc. and Brandermill, a joint venture and (ii) that certain Second Amendment and Addendum to Third Amendment by Restatement of Declaration of Rights and Restrictions of the Brandermill Community Association, Inc. and Brandermill, a joint venture (including all prior and subsequent amendments thereto amended, the "Declaration").

B. The Association desires to make certain amendments to the Declaration as provided for in Article VIII, Section 2 thereof.

C. This Amendment was presented to a duly called meeting of the Association on April 16, 2007, and more than seventy-five (75%) of the votes cast at that meeting were in favor of its adoption.

NOW THEREFORE, the Association hereby amends the Declaration. This Amendment shall become effective on the date it is recorded in the Clerk's Office.

AMENDMENT

1. The foregoing recitals are hereby certified by the officers of the Association signing Amendment below.

2. Article IV, Section 2, (e) of the Third Amendment by Restatement of the Declaration of Covenants and Restrictions is hereby amended to add the word sound barrier to this Section.

The right of the Association by its Board of Directors to dedicate or transfer to any public or private utility, a sound barrier, utility or drainage easements in any part of the Common Properties.

IN WITNESS WHEREOF, the Association has caused this instrument to be executed and its seal attached by its duly authorized officers.

BRANDERMILL COMMUNITY ASSOCIATION, INC.,
a Virginia not-for profit non-stock corporation

Attest:

By: Jack L. Bradner
President

By: Jane M. Pretz
Secretary

COMMONWEALTH OF VIRGINIA
City/County of Chesterfield : to wit

The foregoing instrument was acknowledged before me this 13th day of November, 2008, by Jack L. Bradner, President of Brandermill Community Association, Inc.

My commission expires: January 31, 2011

Bernadette L. Patrick
Notary Public

COMMONWEALTH OF VIRGINIA
City/County of Chesterfield : to wit

The foregoing instrument was acknowledged before me this 13th day of November, 2008, by Jane Pretz, Secretary of Brandermill Community Association, Inc.

My commission expires: January 31, 2011

Bernadette L. Patrick
Notary Public

Bernadette L. Patrick
Commonwealth of Virginia
Notary Public
Commission No. 113489
My Commission Expires 01/31/2011

INSTRUMENT #53502
RECORDED IN THE CLERK'S OFFICE OF
CHESTERFIELD ON
NOVEMBER 19, 2008 AT 10:53AM

JUDY L. WORTHINGTON, CLERK
RECORDED BY: JRM

Tax Map # 730681201900000

FIFTH AMENDMENT AND ADDENDUM TO THIRD AMENDMENT BY RESTATEMENT OF DECLARATION OF RIGHTS AND RESTRICTIONS OF BRANDERMILL COMMUNITY ASSOCIATION, INC.

return to: MORIARTY, ELMORE & BUNN, P.C.
201 CONCOURSE BOULEVARD, #101
GLEN ALLEN, VA 23059-5642

This Fifth Amendment and Addendum to Third Amendment By Restatement of Declaration of Rights and Restrictions of Brandermill Community Association, Inc. (this "Amendment") is made as of the 15th day of November, 2007, by Brandermill Community Association, Inc. a Virginia not-for-profit non-stock corporation (hereinafter called "Association" and solely for purposes of recording "Grantor" and "Grantee"), and provides as follows:

RECITALS

A. On June 4, 1993 the Association filed for record a Third Amendment by Restatement of Declaration of Covenants and Restrictions of the Brandermill Community Association and Brandermill, a joint venture, which is recorded in the Clerk's Office of the Circuit Court of the County of Chesterfield, Virginia (the "Clerk's Office"), in Deed Book 2340, Page 668, as amended by (i) that certain First Amendment and Addendum to Third Amendment by Restatement of Declaration of Rights and Restrictions of the Brandermill Community Association, Inc. and Brandermill, a joint venture and (ii) that certain Second Amendment and Addendum to Third Amendment by Restatement of Declaration of Rights and Restrictions of the Brandermill Community Association, Inc. and Brandermill, a joint venture (including all prior and subsequent amendments thereto amended, the "Declaration").

B. The Association desires to make certain amendments to the Declaration as provided for in Article VIII, Section 2 thereof.

C. This Amendment was presented to a duly called meeting of the Association on November 15, 2007, and more than fifty (50%) of the votes cast at that meeting were in favor of its adoption.

NOW THEREFORE, the Association hereby amends the Declaration. This Amendment shall become effective on the date it is recorded in the Clerk's Office.

AMENDMENT

1. The foregoing recitals are hereby certified by the officers of the Association signing Amendment below.

2. Article V, Section 3, of the Third Amendment by Restatement of the Declaration of Covenants and Restrictions is hereby amended to add Section 13. Capitalization Fee.

   The Board of Directors shall be authorized to raise funds dedicated specifically to capital improvements through the levying of a fee. The fee, which will be a maximum of $150, will only be charged to non-Brandermill homeowners who purchase a Lot that is subject to this Declaration. A Brandermill homeowner who purchases and moves to another Lot that is subject to this Declaration will not have to pay the fee. The fee will be paid by the purchaser at closing. The fee will be set by the BCA Board of Directors. For the purposes of this provision, a

"Brandermill homeowner" is the Owner of a Lot that is subject to the Declaration.

IN WITNESS WHEREOF, the Association has caused this instrument to be executed and its seal attached by its duly authorized officers.

BRANDERMILL COMMUNITY ASSOCIATION, INC.,
a Virginia not-for profit non-stock corporation

Attest:

By: Joyce M Rowe
President

By: Jane M. Pritz
Secretary

COMMONWEALTH OF VIRGINIA
City/County of Chesterfield : to wit

The foregoing instrument was acknowledged before me this 10th day of September, 2008, by Joyce M. Rowe, President of Brandermill Community Association, Inc.

My commission expires: January 31, 2011

Bernadette L. Patrick
Commonwealth of Virginia
Notary Public
Commission No. 113489
My Commission Expires 01/31/2011

Bernadette L. Patrick
Notary Public

COMMONWEALTH OF VIRGINIA
City/County of Chesterfield : to wit

The foregoing instrument was acknowledged before me this 10th day of September, 2008, by Jane M. Pritz, Secretary of Brandermill Community Association, Inc.

My commission expires: January 31, 2011

Bernadette L. Patrick
Commonwealth of Virginia
Notary Public
Commission No. 113489
My Commission Expires 01/31/2011

Bernadette L. Patrick
Notary Public

BK 10908 PG 0519

Prepared by and send to:
Chadwick, Washington, Moriarty, Elmore & Bunn, P.C.
201 Concourse Blvd., Suite 101
Glen Allen, Virginia 23059
(804) 346-5400 (Office)
(804) 965-9919 (Facsimile)

Parcel ID No.'s 7306812019 00000

RECEIVED
JUN 23 2015
TIME: 10 a.m. / p.m.
CHESTERFIELD CIRCUIT COURT

SIXTH AMENDMENT AND ADDENDUM TO THIRD AMENDMENT BY RESTATEMENT OF DECLARATION OF COVENANTS AND RESTRICTIONS OF THE BRANDERMILL COMMUNITY ASSOCIATION AND BRANDERMILL, A JOINT VENTURE

This Sixth Amendment and Addendum to Third Amendment By Restatement of Declaration of Covenants and Restrictions of Brandermill Community Association and Brandermill, A Joint Venture ("Amendment") is made as of the 20th day of MAY, 2015, by Brandermill Community Association, Inc., a Virginia nonstock corporation (hereinafter referred to herein as "Association" and solely for purposes of recording "Grantor" and "Grantee"), and provides as follows:

RECITALS:

A. WHEREAS, On June 4, 1993 the Association filed for record a Third Amendment by Restatement of Declaration of Covenants and Restrictions of the Brandermill Community Association and Brandermill, a Joint Venture, which is recorded in the Clerk's Office of the Circuit Court of the County of Chesterfield, Virginia (the "Clerk's Office"), in Deed Book 2340, Page 668, as amended and supplemented ("Declaration");

B. WHEREAS, the Lots subject to the Declaration are governed by the Brandermill Community Association, Inc. ("Association"), as provided in the Declaration, and the Association's Bylaws, Articles of Incorporation, and duly adopted Rules and Regulations; and,

C. WHEREAS, the Association desires to make certain amendments to the Declaration as provided for in Article VIII, Section 2 of the Declaration;

D. WHEREAS, this Amendment was presented to the Members of the Association at a duly called meeting of the Association on April 21, 2015, and this Amendment was approved by at least seventy-five percent (75%) of the votes cast at the meeting, in accordance with Article VIII, Section 2 of the Declaration.

NOW, THEREFORE, the Association hereby amends the Declaration as follows:

1. A new Article III, Section 1(c) of the Declaration is hereby created, which shall read, in its entirety, as follows:

(c) Each Owner of a Family Dwelling Unit that is rented or leased shall, at the time of and during the term of the rental or lease, register their Family Dwelling Unit as such with the Association. Every such Owner shall complete and sign a written registration form provided by the Association, identifying the Family Dwelling Unit being rented or leased by its full address. Completion and submission to the Association of the written registration form provided by the Association, as separately required by this subsection

(c), shall not be deemed a submission of a lease, written agreement, or other form described in the Article I, Section (n) or in Article III, Section 1(b) of this Declaration.

2. Except as herein expressly amended, the aforesaid Declaration, as amended, shall remain in full force and effect.

3. This Amendment shall be effective upon its recordation in the Clerk's Office of the Circuit Court of the County of Chesterfield, Virginia.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, this Amendment was approved at least seventy-five percent (75%) of the votes cast at the meeting of the Association held on April 21, 2015, as evidenced by their votes at the meeting.

BRANDERMILL COMMUNITY ASSOCIATION, INC.,
A Virginia nonstock corporation

By _____, President

By _____, Secretary

COMMONWEATH OF VIRGINIA
COUNTY OF CHESTERFIELD

I, the undersigned Notary Public in and for the County and State aforesaid, do hereby certify that CHARLES J DAVIS, whose name is signed as President of Brandermill Community Association, Inc. to the foregoing Amendment, bearing date of the 20 day of MAY 2014, has acknowledged the same before me in my County aforesaid.
15 JES 5.20.15

Given under my hand this 20th day of MAY, 2015.

My Commission Expires: 8/31/2016
Notary Registration No.: 7524610

Notary Public

COMMONWEATH OF VIRGINIA .
COUNTY OF CHESTERFIELD

I, the undersigned Notary Public in and for the County and State aforesaid, do hereby certify that JOHN S. BAILEY, whose name is signed as Secretary of Brandermill Community Association, Inc. to the foregoing Amendment, bearing date of the 20 day of MAY 2014, has acknowledged the same before me in my County aforesaid.
15 JES 5.20.15

Given under my hand this 20th day of MAY, 2015.

My Commission Expires: 8/31/2016
Notary Registration No.: 7524610

Notary Public

JENNIFER EARLE STRADER
NOTARY PUBLIC
REG # 7524610
MY COMMISSION EXPIRES 8/31/2016
COMMONWEALTH OF VIRGINIA

CERTIFICATE OF THE PRESIDENT

The President of Brandermill Community Association, Inc., hereby certifies that the foregoing Amendment was consented to and approved by at least seventy-five percent (75%) of the votes cast at the meeting of the Association held on April 21, 2015. The Brandermill community is located in the County of Chesterfield, Virginia, and the Third Amendment by Restatement of Declaration of Covenants and Restrictions of the Brandermill Community Association and Brandermill, a Joint Venture, which is recorded in the Clerk's Office of the Circuit Court of the County of Chesterfield, Virginia (the "Clerk's Office"), in Deed Book 2340, Page 668, as amended and/or supplemented.

Date: 5/20/15

By: _____
CHARLES J. DAVIS President

Date:

Attest: _____
JOHN S. BAILEY, Secretary

COMMONWEATH OF VIRGINIA
COUNTY OF CHESTERFIELD

I, the undersigned Notary Public in and for the County and State aforesaid, do hereby certify that CHARLES J. DAVIS, whose name is signed as President of Brandermill Community Association, Inc. to the foregoing Amendment, bearing date of the 20 day of MAY 2015, has acknowledged the same before me in my County aforesaid.

Given under my hand this 20th day of MAY, 2015.

My Commission Expires: 8/31/2016
Notary Registration No.: 7524610

_____
Notary Public

COMMONWEATH OF VIRGINIA
COUNTY OF CHESTERFIELD

I, the undersigned Notary Public in and for the County and State aforesaid, do hereby certify that JOHN S. BAILEY, whose name is signed as Secretary of Brandermill Community Association, Inc. to the foregoing Amendment, has acknowledged the same before me in my County aforesaid.

Given under my hand this 20th day of MAY, 2015.

My Commission Expires: 8/31/2016
Notary Registration No.: 7524610

_____
Notary Public

JENNIFER EARLE STRADER
NOTARY PUBLIC
REG # 7524610
MY COMMISSION EXPIRES 8/31/2016
COMMONWEALTH OF VIRGINIA

INSTRUMENT #22061
RECORDED IN THE CLERK'S OFFICE OF
CHESTERFIELD ON
JUNE 26, 2015 AT 10:45AM

WENDY S. HUGHES, CLERK
RECORDED BY: SHF