

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
GREENWOOD GLEN SUBDIVISION**

THIS DECLARATION, made on the date hereinafter set forth by **WILTON DEVELOPMENT CORPORATION**, a Virginia corporation, hereinafter referred to as "Declarant" and/or as "Proprietor".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Henrico County, State of Virginia, which is more particularly described on Schedule "A" attached hereto and made a part hereof.

WHEREAS, Declarant desires to impose on said property a "non-exclusive" restrictive covenant expressing Declarant's intent to preserve said property in perpetuity in its natural state, both floral and faunal, by prohibiting wetland destruction or alterations, building construction, addition of fill material, cultivation, pruning, or tree harvesting in the area designated as "Wetlands" and "Common Area For Environmental Quality & Wildlife Habitat Protection Corridor", except as provided herein.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of and which shall run with, the real property and be binding on all parties having any right, title or interest therein or in any part thereof, or as well as their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I
WETLANDS**

The properties described as "Wetlands" and "Common Area For Environmental Quality & Wildlife Habitat Protection Corridor" on the Subdivision Plat and approved construction plans shall be preserved as indicated in perpetuity in its natural state, both floral and faunal. Wetland destruction or alterations, building construction, addition of fill material, cultivation, pruning, or tree harvesting in the area designated as "Wetlands" and "Common Area For Environmental Quality & Wildlife Habitat Protection Corridor" shall be prohibited. Additionally, the following activities shall be prohibited on the property designated as "Wetlands" and "Common Area For Environmental Quality & Wildlife Habitat Protection Corridor":

1. Destruction or alteration of wetlands on the property other than those alterations authorized by the Norfolk District, U.S. Army Corps of Engineers (USACE)

*F- Wilton Development Corp
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under permit number 97 E549-82 and Virginia DEQ VWP permit number VAR 440480. The Declarant reserves the right to amend these permits to allow certain improvements as may be necessary for the development of the property such as utility crossings to include power, telephone, gas, sewer, water, drainage, and other related infrastructure;

2. Construction or maintenance of buildings, mobile homes, fences, or signs other than those which currently exist; however, boardwalks, walking trails, wildlife management structures, and observation decks may be placed in the wetlands provided that any such structure permits the natural movement of water and preserves the natural contour of the ground and is subject to prior approval by the Norfolk District, U.S. Army Corps of Engineers (USACE), the Virginia DEQ and Declarant, its heirs and assigns;
3. Ditching, draining, diking, filling, excavating, plowing, mining or drilling, removal of topsoil, sand, or other materials, and any building of roads or alteration in the topography of the land in any manner except for maintenance of existing foot trails;
4. Removal, destruction, and cutting of trees or plants (except as necessary to construct or maintain foot trails or for safety), use of fertilizers, and spraying with biocides and herbicides;
5. Dumping of ashes, trash, garbage, or other unsightly or offensive material, and changing of the topography through the placing of soil or other substance or material such as land fill or dredged material; nor shall such activities be conducted on the protected property or adjacent property which could cause erosion or siltation on the protected property;
6. The covenants contained herein shall not hereafter be altered in any respect without the express written approval and consent of the Norfolk District, U.S. Army Corps of Engineers (USACE) and Virginia DEQ;
7. The provisions hereof shall be deemed individual and severable and the invalidity or partial invalidity or unenforceability of any one provision or any portion thereof shall not affect the validity or enforceability of any other provision thereof.
8. The provisions hereof shall be enforceable by any proceeding at law or in equity by the United States Army Corps of Engineers, the U. S. Environmental Protection Agency, the U. S. Fish and Wildlife Service and Virginia DEQ, or any member of the Greenwood Glen Homeowners Association, or any non-profit corporation or entity whose primary purpose is environmental protection or preservation. Failure by any agency or other to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE II
DEFINITIONS

BOOK 2795 PAGE 0463

Section 1. "Association" shall mean and refer to Greenwood Glen Homeowner Association, a Virginia non stock and non profit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property and/or subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Property" shall mean and refer to that certain real property hereinabove described above, and such additions thereto, (whether by conveyance of fee simple title or by grant of easement rights to the Association) as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Greenwood Glen" when used herein shall refer to the lands in Henrico County, Virginia which are shown as a part of the Declarant's master development plan as revised from time to time, which plan has been filed with and approved by the Henrico County planning commission.

Section 5. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described in this Declaration.

Section 6. "Lot" shall mean and refer to any individual plot of land shown upon any recorded subdivision map of the Property with the exception of the Common Area owned by the Association.

Section 7. An "Improved Lot" is defined as a Lot upon which a residence has been substantially completed and which is not owned by the Declarant. A Lot which has been conveyed by the Declarant shall be considered an Improved Lot after 365 days from the conveyance of said Lot regardless whether any improvements are made upon it. All Lots which are not "Improved" shall be defined as "Unimproved Lots".

Section 8. "Declarant" and "Proprietor" shall interchangeably mean and refer to Wilton Development Corporation, a Virginia corporation, and Henry L. Wilton, and their successors and assigns.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every Lot Owner shall be a member of the Association. The Declarant shall be a member of the Association. Every Owner shall be required to submit the name(s) of his tenants and the duration of their tenancy to the Secretary of the Association. The Association may issue to each member a membership card which shall expire upon termination of a tenant's lease or upon sale by an Owner of this property in Greenwood Glen.

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

Class "A" members shall be comprised of all of the Owners of Improved and Unimproved Lots.

There shall be one Class "B" member and that shall be the Declarant. The Class "B" member shall be entitled to elect the members of the Board of Directors of the Association as set out in Section 4 of this Article II until (i) the Declarant no longer owns an interest in any Lot or in the Common Area or (ii) upon the execution by the Declarant of a written instrument terminating the Class "B" membership, or (iii) until May 1, 2000, whichever shall first occur.

When more than one person holds an interest in any one Lot, all such persons shall be members of the Association and their votes arising from the ownership of any such Lot shall be exercised as those Owners determine among themselves, but in no event shall any more than one (1) vote be cast with respect to any one (1) Lot.

The voting rights of any Owner may not be assigned by said Owner to his tenant.

Section 3. Governance. The Association shall be governed by a Board of Directors consisting of three (3) members, with the terms of such directors in subsequent years to be determined in accordance with the provisions of the Articles of Incorporation and By-laws of the Association.

Section 4. Election of the Board of Directors. As set out in Section 2 of this Article, the Board of Directors shall be elected by the Class "B" members but only until such time as the Class "B" membership shall cease to exist or as otherwise set forth herein.

Within thirty (30) days from the cessation of the Class "B" membership the Board of Directors shall be elected by a vote of all of the Class "A" membership. One Class "A" member per Lot owned shall be entitled to as many votes as is computed based on his ownership or tenancy in his or her residential Lot or Lots in accordance with Section 2 of this Article. Members may cast all such votes for one (1) director or may distribute such votes among the number of directors to be elected. For example: an individual Owner of a single Lot may use his

three votes for any one candidate; or he may use two of his votes for one candidate and his other vote for a different candidate; or he may use one vote for each of the three candidates.

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 a particular action proposed to be taken by the Association, the presence at the meeting of members and of proxies entitled to cast twenty-five percent (25%) of the total vote of the Membership shall constitute a quorum. In the event the required quorum is not present at the first meeting, a second meeting may be called subject to the giving of notice, and there shall be no quorum required for such second meeting. For the purpose of this section, "proper notice" shall be deemed to be given when mailed or delivered to each member not less than thirty (30) days prior to the day of the meeting at which any proposed action is to be considered.

Section 6. Proxies. All members of the Association may vote and transact business at any meeting of the Association by proxy authorized in writing.

Section 7. Ballots by Mail. When required by the Board of Directors there shall be sent a statement of certain motions to be introduced for vote of the members and a ballot on which each member may vote for or against the motion. Each ballot which is presented at such meeting shall be counted in calculating the quorum requirements set out above.

ARTICLE IV PROPERTY RIGHTS IN THE COMMON AREA

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

(a) The right to the Association to suspend the voting rights of an Owner and those claiming such rights under him for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days at a time for any infraction of its published rules and regulations;

(b) The Association or the Proprietor may dedicate or transfer all or any part of the Common Area to any public agency, authority or utility. No such dedication or transfer by the Association shall be effective unless an instrument signed by two-thirds (2/3) of each Class of members agreeing to such dedication or transfer has been recorded, however, the Proprietor may at any time prior to the sale of the last Lot dedicate or transfer all or any part of the Common Area without the consent of any of the said members.

Section 2. Delegation of Use. Any Owner may delegate his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the Lot.

Section 3. Titled Common Properties. The Proprietor covenants for itself, its successors and assigns, that it shall convey to the Association, at no cost to the Association, by deed, those parcels of land and facilities, if any, which constitute the Common Area, at any time within five (5) years after the Proprietor has completed improvements thereon but not sooner than May 1, 2003. Upon such conveyance or upon completion of any improvements thereon by the Proprietor, if such be required, such that the facility is functionally complete, the Association shall immediately become responsible for all maintenance, operation and such additional construction of improvements as may be authorized by the Board of Directors of the Association subject to this Declaration. It is the purpose of this provision to provide that the Association shall be responsible for the maintenance of the Common Area (as established by Article VI, Section 2 (a)), upon which all improvements required to be made by the Proprietor have been completed, notwithstanding the fact that the Proprietor is not obligated to convey such properties to the Association until five (5) years after such improvements have been completed thereon unless otherwise specified herein. All said Common Area may be conveyed to the Association subject to: (1) All restrictive covenants of record at the time of the conveyance; (2) All existing mortgages; and (3) A reservation by the Proprietor of the right to substitute or add new mortgages thereon, provided, however, that in no event shall the Association be obligated to assume the payment of principal and interest on any such mortgages. The obligations to make payment of principal and interest, unless the same has been assumed by the Association, shall continue to be the sole obligation of the Proprietor. Notwithstanding anything in the foregoing to the contrary, the Proprietor shall not be required to convey the above referenced Common Area where such conveyance would be prohibited under agreements existing on the date of this Declaration, but, in such case, shall be allowed to postpone such conveyance, without penalty, until such time as said prohibition may be nullified.

ARTICLE V COVENANTS FOR ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation of Assessments.

The Declarant, for each Lot owned within the Property, hereby covenants, and each owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell

due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Property and for the improvement and maintenance of the Common Area.

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

The Association shall pay any real and personal property taxes and other charges assessed against that portion of the Common Area owned by the association in fee simple, if any.

The Association shall maintain a policy or policies of liability insurance insuring the following, to-wit: Wilton Development Corporation, a Virginia Corporation, Henry L. Wilton, President of Wilton Development Corporation and Henry L. Wilton, individually, the Association and its agents, guests, permittees and invitees; and the Owners of the Lots. Such policy or policies shall insure against liability to the public or to said Owners, their guests, permittees or invitees incident to the ownership or use of the Common Area, in an amount of not less than \$500,000.00 for any one person injured, \$1,000,000.00 for any one accident, and \$250,000.00 for property damage. Said limits shall be reviewed at intervals of not less than three (3) years and adjusted if necessary to provide such coverage and protection as the Association may deem prudent.

Section 3. Maximum Annual Assessment. Until December 30, 1998, the maximum annual assessment shall be \$50.00 per Lot for Improved Lots. There initially shall be no annual assessment for Unimproved Lots.

a. From and after December 30, 1998, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership. Unimproved lots shall be exempt from this maximum assessment increase until December 30, 1999.

b. From and after December 30, 1999, the maximum annual assessment may be increased above five percent (5%) by a vote of at least two-thirds (2/3) of the votes cast, in person or by proxy, at a meeting of the membership duly called for this purpose.

c. The Board of Directors may fix the annual assessment at any amount not in excess of the maximum, unless so authorized by a vote of the membership of the Association as set out in subsection b above of this section.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purposes of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment must have the assent of at least two-thirds (2/3) of the votes cast, in person or by proxy, at a meeting of the membership duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 of this article shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members and of proxies entitled to cast sixty percent (60%) of the total votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for Improved Lots, and may be collected on an annual basis or as determined by the Board of Directors and may include credit card debits or automatic bankdrafts.

Section 7. Date of Commencement of Annual Assessments: Due dates. The annual assessments provided for herein shall commence as to all Improved Lots on the first day following month in which such Lot becomes an "Improved Lot" as defined in Article II, Section 7. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates for payment of annual and special assessments shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect on Nonpayment of Assessments: Remedies of the Association.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the property, and/or exercise the rights reserved in Section 1 of Article IV of this Declaration. No Owner may waive or otherwise escape liability for the

assessments provided for herein by non-use of the Common Area or abandonment of his or her Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage and to real estate taxes. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

**ARTICLE VI
FUNCTIONS OF GREENWOOD GLEN HOMEOWNERS ASSOCIATION, INC.**

Section 1. Ownership and Maintenance of Common Area. The Association shall be authorized to own and/or maintain Common Area, equipment, furnishings, and improvements devoted to the following uses:

- a. Streets, roadways, and parking areas along such as streets throughout the Property until the date that the streets are dedicated to Henrico County.
- b. Sidewalks, walking paths or trails, and bicycle paths, if any, throughout the Property.
- c. Security and fire protection services, if any.
- d. Purposes set out in future deeds by which Common Area is conveyed to the Association, provided that such purposes shall be approved by the members of the Association as set forth in Article IV of this Declaration.
- e. Water and sewage facilities and any other utilities, if the same are not adequately provided by a public utility, Henrico County, or some other public body.
- f. All best management practices (BMPs) constructed to meet water quality requirements of Henrico County, shall be maintained as follows: The Greenwood Glen Homeowner Association shall be responsible for the short-term maintenance, such as routine grass cutting and litter pick-up. The long-term maintenance of BMPs shall be the responsibility of the Department of Public Works.

Section 2. Services. The Association shall be authorized but not required to provide the following services:

- a. Clean up and maintenance of all planting strips or landscaping areas and other Common Area within the Property.
- b. Landscaping of streets, roads and parkways, sidewalks and any Common Area.
- c. Lighting of all streets, roadways, sided walks and other Common Area throughout the Property.
- d. Police protection and security, including but not limited to the employment of police and security guards, maintenance of electronic and other security devices and control centers for the protection of persons and property within the Property.
- e. Fire protection and prevention.
- f. Garbage and trash collection and disposal. No garbage and trash collection shall be allowed except during those days and times as are established by the Board of Directors of the Association.
- g. Insect and pest control.
- h. The services necessary or desirable in the judgment of the Board of Directors to carry out the Association's obligations and business under the terms of this Declaration.
- i. Any and all actions necessary to enforce all covenants and restrictions affecting the Property and to perform any of the functions or services delegated to the Association in any covenants or restrictions applicable to the Property.
- j. To set up and operate an Architectural Review Committee in the event that the Association is designated by the Proprietor as the agent of the Proprietor for such purpose or in the event the Proprietor assigns such function to the Association.
- k. To construct improvements on Common Area, for the use by the Association, its members and the Proprietor or for any of the purposes as may be required to provide the services as authorized in this Article.
- l. To provide administrative services incident to the above listed services.
- m. To provide liability and hazard insurance covering improvements and activities on the Common Area.

In the event that the Association elects to provide any of the above listed services, it may reserve the right to mandate the exclusive utilization of such services within Greenwood Glen and to prohibit the use of any of such services as by any provider not authorized by the Association.

Section 3. Mortgage and Pledge. The Board of Directors shall have the power and authority to mortgage a property owned by the Association and to pledge the property as security for loans made to the Association, which loans will be used by the Association in performing its authorized functions. The Proprietor may, but shall not be required to make loans through the Association, subject to approval by the Proprietor of the use to which such loans will be made. Notwithstanding anything in this Declaration to the contrary, the Association shall not be allowed to reduce the limits of the regular annual assessment at any time there are outstanding amounts due the Proprietor as repayment of any loans made by the Proprietor to the Association.

ARTICLE VII ARCHITECTURAL CONTROL

Section 1. Architectural Review Committee. By the execution of this Declaration, the Proprietor hereby appoints and designates the following individuals to serve as the Architectural Review Committee, to-wit:

Henry L. Wilton (or a person designated by him in writing to act in his stead). The Proprietor reserves the right to remove either or both of these individuals from the Architectural Review Committee and to designate their replacements. In addition, the Proprietor reserves the right at some future date to delegate to the Board of Directors of the Association the operation and appointment of members to the Architectural Review Committee.

Section 2. Approval of Plans, Specifications, Etc. by the Architectural Review Committee. No building, house, shed, garage, fence, wall, pool, tennis court, or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition or change or alteration of any such structure, etc. be made until the plans and specifications showing the nature, kind, shape, color, height, material and location of the same shall have been submitted to and approved in writing as to harmony of external design, quality and type of materials, location in relation to the surrounding structures, topography and finished elevation by the Committee. The Architectural Review Committee's approval as required above shall be in writing, and in the absence of such written approval, construction plans, specifications and location plans shall be considered as disapproved.

Section 3. Failure to Obtain Approval of the Architectural Review Committee. By acceptance of the conveyance of a Lot, each Owner, for himself, his heirs, successors and assigns, covenants that in the event he/she or their agents or their tenants or anyone else shall alter or redecorate the exterior of any premises on any Lot which they own or in which they have an ownership interest prior to obtaining the written approval of the Architectural Review Committee, as provided in these Articles, the Proprietor and/or the Board of Directors, after receiving

authority from the Proprietor, shall have the right, through its agents and employees, to enter upon the lot and to repair, redecorate, maintain, rehabilitate and restore the premises and the exterior of any improvement thereon, and that the costs thereof shall be assessed to and become a lien upon the premises so redecorated, repaired, maintained, rehabilitated, or restored. Any such lien shall immediately begin to bear interest at the rate of twelve percentum (12%) per annum beginning upon the completion or termination of such redecoration, repair, maintenance, rehabilitation or restoration. Reimbursement for such cost shall be payable to the Proprietor or the Association as appropriate. The owner shall be responsible to the Association and Proprietor for all costs the Proprietor and/or the Association may incur in attempting to collect its costs expended in enforcing this section, including their attorneys' fees.

Section 4. Trailers. No trailer, trucks, mobile home, or boats shall be parked on any Lot other than behind the rear building line of the house constructed on said Lot.

Section 5. Removal of Trees. No trees over six inches in diameter shall be cleared from any Lot without the prior approval of the Architectural Review Committee.

Section 6. Gardens. No vegetable gardens will be allowed any closer to the road than the rear building line of the dwelling.

Section 7. Swimming Pools. No portable swimming pools of any type which be dismantled and moved and which has sides or walls of more than 24 inches in height will be allowed. No "in ground" swimming pool and appurtenant structures will be permitted without the prior approval of the Architectural Review Committee.

ARTICLE VII SPECIFIC RESTRICTIONS

Section 1. Proffers. Declarant hereby declares that all of the Property described herein shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions and to all proffers referred to in the Conditional Rezoning Case C-45C-96 and C-89C-97, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described Property or any part hereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

Section 2. Fences and Hedges. No fences shall be permitted without the written approval of the Architectural Review Committee. No fence, wall or hedges shall be more than 6 feet in height. No wire or chain link fences shall be permitted. No fence, wall or hedges shall extend beyond the front building line of the primary dwelling without written approval of the Architectural Review Committee.

Section 3. Noxious and Offensive Activities Prohibited. No noxious or offensive activity shall be carried on or upon any Lot or any part of the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance, public or private, to the neighborhood and the subdivision, or which shall be any way interfere with the quiet enjoyment of each of the Owners of his or her respective dwelling unit. No animals, livestock, or poultry or any kind shall be raised, bred or kept on any Lot, except that dogs, cats and/or other household pets may be kept on an Improved Lot so long as they are not kept, bred or maintained for any commercial purpose. Notwithstanding the foregoing, no animals or fowl may be kept on the property which results in any annoyance to residents in the vicinity. Any Lot Owner shall be absolutely liable to each and all remaining Owners, their families, guests, permittees and invitees, and to the Proprietor or the Association, as appropriate, for any and all damage to persons or property caused by any pets brought upon or kept upon the lots or the Common Area by any Lot Owners, members of his or her family, guests, permittees or invitees. Any Lot Owner keeping any animal on the Lot will comply with all of the applicable requirements of law concerning such animals.

Section 4. Structures Other Than Detached Single Family Dwelling Houses with Attendant Out-Building Prohibited. No structure shall be erected on any Lot other than a detached single family dwelling, together with usual and appropriate out-buildings, including private garages. Such usual and appropriate out-buildings, including storage sheds and private garages, shall be subject to approval by the Architectural Review Committee in accordance with the provisions of Sections 2 and 3 of Article VII herein and must be of the same type and design and quality of construction as the dwelling house on any respective Lot.

Section 5. Use of Lots for Dumping Ground Prohibited. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All rubbish, trash, garbage or other waste shall be kept on any Lot in sanitary containers. All equipment and containers for the storage and/or disposal of such waste material shall be kept in a clean and sanitary condition screened from public view.

Section 6. Use of Temporary Structures for Residential Purposes Prohibited. No structure of a temporary nature, no trailer, basement, tent, shack, garage, barn or other out-building will be used on any Lot at any time as a residence, either temporarily or permanently.

Section 7. Exterior Television or Other Antenna Prohibited. No exterior television, short wave, citizen band, or other antenna or satellite dish shall be placed on any lots or structures without approval of the Architectural Review Committee.

Section 8. Unlicensed Motor Vehicles Prohibited. No motor vehicles, automobiles, boats, trailers, campers, buses, recreational vehicles, inoperative vehicles of any kind, camper rigs or shells from trucks, boat riggings, or other similar items or conveyances shall be parked or stored on any public street, roadway or right of way. All such vehicles, except automobiles, must be parked no closer to the street on which the dwelling house fronts than the building set back

line. Automobiles shall be the only vehicles allowed to be parked on circular driveways. No trailer over five (5) feet in height shall be parked on any Lot at any time.

Section 9. Permanent Signs Prohibited. No sign of any kind shall be displayed to the public view on any Lot with the exception of temporary signs with a total area of not more than 2 square feet or as regulated by the County Code.

ARTICLE IX EASEMENTS

Section 1. Reservation of Rights for Installation of Utility and Sewer Lines and Systems. The Proprietor reserves unto itself a fee simple title to all roadways and streets. In addition, the Proprietor reserves the right and privilege as follows:

(a.) to lay gas, water, sewer, and storm sewer pipes; to erect or lay electrical light, telephone and telegraph poles, lines and wires within the back or side setback line of each lot, (whether underground or above ground); and to install other utilities across the property of the Lots as well as over and under the streets and roadways of Greenwood Glen;

(b.) to install sewer connections under all Lots; and

(c.) to grant to any other person, company, corporation or entity any and all of such rights and privileges as set out within this section; and

(d.) to dedicate the roadways, streets and easements as referred to in subparagraph (a.) above to Henrico County.

ARTICLE X GENERAL PROVISIONS

Section 1. Enforcement. The Association, any Owner, and/or Proprietor shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Proprietor or the Association or by any Owner to enforce any covenants or restriction herein contained shall not be deemed as a waiver of the right to do so at any time thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by the judgment of any court shall in no way affect any other provisions of this Declaration which shall remain in full force and effect. Waiver of any provision by failure to enforce shall not affect enforceability or validity of any other provision.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date of this Declaration, after which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended in the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners and thereafter by any instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any such amendment must be placed to record in the Clerk's Office of the Circuit Court of Henrico County, Virginia.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 1st day of April, 1998.

Wilton Development Corporation

By [Signature] (SEAL)
Henry L. Wilton, President

STATE OF VIRGINIA
CITY OF RICHMOND, to-wit:

The foregoing Declaration was acknowledged before me by Henry L. Wilton, President of Wilton Development Corporation, on this 1st day of April, 1998.

[Signature]
Notary Public

My commission expires: January 30 2000

Greenwood Restrictions, (WDC)cbm



Parcel I:

ALL that certain lot, piece or parcel of land, with all improvements thereon and appurtenances thereto belonging, lying and being in the County of Henrico, Virginia, containing a total of 8.572 acres, more or less, of land, as more particularly shown on a plat of survey dated March 10, 1997, prepared by Koontz - Bryant, P.C., Engineers & Surveyors, entitled, "Plat Showing 8.572 Acres Of Land On The North Line of Green Road, Brookland District, Henrico County, Virginia" a copy of which plat is recorded in Deed Book 2710, page 1093, and to which reference is hereby made for a more particular description of the property herein conveyed.

BEING the same real estate conveyed to Wilton Development Corporation, a Virginia corporation, by Deed from Leonard C. Kellison, Jr., and Linda Jeane Kellison, dated March 18, 1997 and recorded March 31, 1997 in the Clerk's Office, Circuit Court, Henrico County, Virginia, in Deed Book 2710, page 1093.

Parcel II:

ALL that certain lot, piece or parcel of land, together with all improvements thereon and appurtenances thereto, belonging, lying and being in Henrico County, Virginia, containing 7.185 acres, more or less, as more particularly shown on a plat of survey dated March 19, 1997, prepared by Koontz - Bryant, P.C., Engineers & Surveyors, entitled, "Plat Showing 7.185 Acres Of Land Lying North Of Greenwood Road, Brookland District, Henrico County, Virginia", a copy of which plat is recorded in Deed Book 2710, page 1098, and to which reference is hereby made for a more particular description of the property herein conveyed.

BEING the same real estate conveyed to Wilton Development Corporation, a Virginia corporation, by Deed from Frank A. Pitts and Christina K. Pitts, husband and wife, dated March 26, 1997 and recorded March 31, 1997 in the Clerk's Office, Circuit Court, Henrico County, Virginia, in Deed Book 2710, page 1098.

Parcel III:

ALL that certain lot, piece or parcel of land, together with all improvements thereon and appurtenances thereto belonging, lying and being in Henrico County, Virginia, containing 14.969 Acres, more or less, as more particularly shown on a plat of survey dated February 18, 1996, prepared by Koontz - Bryant, P.C., Engineers & Surveyors, entitled, "Plat Showing 14.969 Acres Of Land Lying North of Greenwood Road", a copy of which plat is recorded in Deed Book 2710, page 1102, and to which reference is hereby made for a more particular description of the property herein conveyed.

TOGETHER WITH AND SUBJECT TO with a non-exclusive easement for ingress and egress over and upon 15' right of way to Greenwood Road as recorded in Deed Book 216A, page 5.

BEING the same real estate conveyed to Wilton Development Corporation, a Virginia corporation, by Deed from Willis Lee Rask and Elizabeth D. Barrow, (formerly Elizabeth D. Rask, and Mary G. Rask and Ernest G. Barrow, their respective spouses, dated March 27, 1997 and recorded March 31, 1997, in the Clerk's Office, Circuit Court, Henrico County, Virginia, in Deed Book 2710, page 1102.

Parcel IV:

All that certain lot, piece or parcel of land with appurtenances thereto belonging, lying and being in Henrico County, Virginia, on the east line of Greenwood Road, containing 3.74 Acres, more or less, and more particularly described on that certain plat of survey made by Harvey L. Parks, C.L.S., dated November 12, 1985, entitled, "Plat of 3.74 Acres Of Land Lying with Improvements thereon situated on the East Line of Greenwood Road, Brookland District, Henrico County, Va.", recorded with that certain Deed in Deed Book 1983, page 1502, in the Clerk's Office, Circuit Court, County of Henrico, Virginia, to which reference is hereby made for a more particular description of the property herein conveyed.

BEING the same real estate conveyed to Wilton Development Corporation, a Virginia corporation, by Deed from Robert L. Monk and Pamela S. Monk, (formerly known as Pamela J. Spencer), husband and wife, dated February 14, 1997 and recorded March 5, 1997, in the Clerk's Office, Circuit Court, Henrico County, Virginia, in Deed Book 2705, page 860.

Parcel V:

ALL that certain tract of land, lying and being in Brookland District, Henrico County, Virginia, more fully described as follows:

BEGINNING at a point on the eastern line of Greenwood Road marking the intersection of the northern line of a ten (10) foot road, thence along the northern line of said road, North 66 degrees 14 minutes 20 seconds East 589.93 feet, thence North 0 degrees 46 minutes 58 seconds West 243.83 feet, thence South 83 degrees 46 minutes 12 seconds West 235.67 feet, thence South 6 degrees 13 minutes 48 seconds East 165 feet, thence South 83 degrees 46 minutes 12 seconds West 655.29 feet, thence South 6 degrees 13 minutes 48 seconds East 20 feet to the eastern line of the Greenwood Road, thence southwardly along the eastern line of Greenwood Road 391 feet, more or less, to the point of beginning: containing 4.0 acres, more or less, and being Parcel No. 2

on the plat of survey made by John H. Foster, Certified Surveyor, dated November 23, 1949, said plat is recorded in the Clerk's Office, Circuit Court, County of Henrico, in Plat Book 24, page 116.

LESS AND EXCEPT all that certain piece or parcel of land, conveyed to the County of Henrico for the widening of Greenwood Road, by Deed dated November 7, 1950, recorded December 8, 1950, in the Clerk's Office, Circuit Court, County of Henrico, Virginia, in Deed Book 538, page 279.

BEING the same real estate conveyed to Wilton Development Corporation, a Virginia corporation, by Deed from Robert B. Klotz and Sherrie L. Klotz, husband and wife, dated January 22, 1997, recorded February 14, 1997, in the Clerk's Office, Circuit Court, Henrico County, Virginia, in Deed Book 2701, page 1671.

INSTRUMENT #13278
RECORDED IN THE CLERK'S OFFICE OF
HENRICO COUNTY ON
APRIL 2, 1998 AT 12:17PM
YVONNE G. SMITH, CLERK

BY: _____



(DC)

**AMENDMENT TO DECLARATION OF COVENANTS AND
RESTRICTIONS OF GREENWOOD GLEN SUBDIVISION**

THIS AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS OF THE GREENWOOD GLEN SUBDIVISION, made this 23rd day of February, 1999, by WILTON DEVELOPMENT CORPORATION, as Owner and Developer.

WHEREAS, Wilton Development Corporation is the Owner and Developer under the Declaration of Covenants and Restrictions of Greenwood Glen Subdivision, certain property located in Henrico County, Virginia, as described therein, which is recorded in the Circuit Court, Henrico County, Virginia, in Deed Book 2795, page 0461; and

WHEREAS, the said Owner and Developer desires to amend the Declaration of Covenants and Restrictions of the Greenwood Glen Subdivision as recorded in Deed Book 2795, page 0461, by adding the below mentioned property as additional property to Greenwood Glen Subdivision.

NOW, THEREFORE, WITNESSETH; that for and in consideration of the terms and conditions of this Amendment and the terms and conditions of the original Declaration of Covenants and Restrictions of Greenwood Glen Subdivision, the Owner and Developer does hereby declare and make known that the Declarations recorded in Deed Book 2795, page 0461, are amended by adding the additional property as follows:

ALL that certain lot, piece or parcel of land together with all improvements thereon and appurtenances thereto, belonging, lying and being in Henrico County, Virginia, containing 1.190 Acres, more or less, as more particularly shown on a plat of survey dated August 19, 1997, prepared by Koontz-Bryant, P.C., Engineers & Surveyors, entitled "Plat Showing 1.190 Acres of Land Lying East of Greenwood Road, Fairfield District, Henrico County, Virginia", a copy of which plat is recorded with that certain Deed in Deed Book 2754, page 1950, and to which plat reference is hereby made for a more particular description of the property herein conveyed.

BEING the same real estate conveyed to Wilton Development Corporation, a Virginia corporation, by Deed from Virginia Electric and Power Company, a Virginia Public Service Corporation, dated October 6, 1997, recorded October 16, 1997, in the Clerk's Office, Circuit Court, Henrico County, Virginia, in Deed Book 2754, page 1950.

All other provisions of the Declaration of Covenants and Restrictions of Greenwood Glen Subdivision recorded in Deed Book 2795, page 0461, shall remain in full force and effect.

11.1 Mon-14-11-2011
13:16

WITNESS the following signatures and seal:

WILTON DEVELOPMENT CORPORATION

By *Henry L. Wilton* (SEAL)
Henry L. Wilton, President

STATE OF VIRGINIA
CITY OF RICHMOND, to-wit:

The foregoing Amendment to the Declaration of Covenants and Restrictions of Green-wood Glen Subdivision, was sworn to and acknowledged before me this 23rd day of February, 1999, by Henry L. Wilton, President.

Given under my hand this 23rd day of February, 1999.

Trudy M. Yates
Notary Public

My commission expires: 3/31/2000

INSTRUMENT #09633
RECORDED IN THE CLERK'S OFFICE OF
HENRICO COUNTY ON
MARCH 1, 1999 AT 01:16PM
YVONNE G. SMITH, CLERK

BY: *BL* (DC)