

Document prepared by:
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Tax Parcel No. Part of 16-25

OAK LEAF, SECTION 1
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS DECLARATION ("Declaration"), made as of October 4, 2007, by Oak Leaf Land Development Corporation, a Virginia corporation ("Declarant"), to be indexed as a grantor;

WITNESSETH:

WHEREAS, Declarant is the owner of certain real estate in the County of Powhatan, Virginia, known as Oak Leaf, Section 1, more particularly described on Schedule A attached hereto (the "Property");

WHEREAS, Declarant desires to create a uniform plan of development for the Property which will be aesthetically pleasing to the Owners (as hereinafter defined), will foster a peaceful rural residential lifestyle, will regulate any areas, now or hereafter designated, which are for the use or benefit of the Owners or will preserve the attractiveness of the Property; and

WHEREAS, to protect the value and desirability of the Property and promote the purposes of this Declaration, the Declarant desires to impose certain restrictions, covenants, conditions, easements, charges, assessments, affirmative obligations and liens, as hereinafter set forth;

NOW, THEREFORE, Declarant hereby declares that all of the Property described on Schedule A and any additional property which is hereinafter subjected to this Declaration by a Supplemental Declaration (as defined herein) shall be held, sold and conveyed subject to the following restrictions, covenants, conditions, easements, charges, assessments, affirmative obligations and liens, which shall run with the title to the Property subjected to this Declaration and which shall be binding on all parties having any right, title or interest in the described Property or any part thereof, their heirs, successors, successors in title and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I - DEFINITIONS:

The following capitalized terms as used in this Declaration shall have the meanings as set forth in this Article:

Section 1. "Act" shall mean and refer to the Property Owners' Association Act, Title 55, Chapter 26 of the Code of Virginia, 1950, as amended.

Section 2. "Additional Land" shall mean and refer to those tracts or parcels of land which may be added to the Property pursuant to the General Provisions Article of this Declaration.

Section 3. "Area of Common Responsibility" shall mean and refer to all areas of the Property for which the Association has or assumes responsibility pursuant to the terms of this Declaration. An Area of Common Responsibility shall include any real property or improvements which are designated as areas to be maintained by the Association, herein or on the Plat. The buffer area, 50' wide, extending across the front (northern side) of Lots 1 and 2, as shown on the Plat, together with all fencing, landscaping and signs installed by the Declarant or the Association therein, is an Area of Common Responsibility. Any easements and easement areas established by this Declaration or by other document for the benefit of the Declarant and/or the Association is an Area of Common Responsibility.

Section 4. "Association" shall mean and refer to the Oak Leaf Homeowners Association, Inc., a Virginia non-stock corporation, its successors and assigns.

Section 5. "Board of Directors" or "Board" shall govern the Association and shall initially be appointed by the Declarant during the Declarant Control Period and then after the expiration of the Declarant Control Period, the Board of Directors shall be elected by the Association.

Section 6. "Buffer Area" shall mean any area designated as a buffer easement on the Plat or any future temporary and/or permanent buffer area created by Declarant by written recorded document and located on the Property.

Section 7. "Clerk's Office" shall mean the office of the Clerk of the Circuit Court of Powhatan County, Virginia.

Section 8. "Declarant" shall mean and refer to Oak Leaf Land Development Corporation, a Virginia corporation, together with any successors and assigns to all or substantially all of its business in developing the Property.

Section 9. "Declarant Control Period" is defined as the period commencing on the date this Declaration is recorded in the Clerk's Office, Circuit Court, County of Powhatan, Virginia and ending on the earlier to occur of (i) December 31, 2011, (ii) when 90% of the Lots permitted by zoning approval for the subdivision have certificates of occupancy issued for the residences constructed thereon and have been conveyed to parties other than the Declarant or builders holding title solely for the purpose of construction and resale, or (iii) when the Declarant voluntarily terminates the Declarant Control Period.

Section 10. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions, as amended from time to time.

Section 11. "Lot" shall mean and refer to any parcel of land intended to be used as a rural single-family residential building site shown upon any recorded subdivision plat or re-subdivision plat of the Property and any parcel of land intended to be used as a rural single-family residential building site shown upon any recorded subdivision plat or re-subdivision plat of any additional property that may be annexed to the Property pursuant to the provisions hereof.

Section 12. "Member" shall mean and refer to those persons entitled to membership in the Association as provided for in this Declaration.

Section 13. "Owner" or "Lot Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 14. "Plat" shall mean and refer to the subdivision or resubdivision plat(s) of Oak Leaf, Section 1, and any additional subdivision plats or re-subdivision plats of the Property recorded by the Declarant.

Section 15. "Pond Lots" are those Lots, the boundaries of which extend into a Pond as shown on the Plat.

Section 16. "Ponds" are those pond areas within the bounds of the Property shown on the Plat.

Section 17. "Property" shall mean and refer to that certain real property which is more particularly described on Schedule A attached hereto or any additional property that may be annexed to the Property pursuant to the provisions hereof.

Section 18. "Roads" or "Streets" shall mean improved roads or streets on the Property which provide access to the Lots.

Section 19. "Supplemental Declaration" shall mean an amendment or supplement to this Declaration executed by or consented to by the Declarant which subjects additional property to this Declaration and/or imposes, expressly or by reference, additional restrictions and obligations on the land described therein.

ARTICLE II – CERTAIN DECLARANT & ASSOCIATION RIGHTS AND EASEMENTS:

Section 1. Declarant's Marketing Rights. Until 100% of all the Property has been developed as improved Lots with a Powhatan County certificate of occupancy issued for such Lots, and conveyed to purchasers in the normal course of development and sale, Declarant hereby expressly reserves the right (i) to maintain such facilities (including sales and business offices, and model units) upon any Lot it owns and (ii) to carry on such activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of properties in Oak Leaf, Section 1, or in Additional Land. Furthermore, Declarant will have an easement for access to such facilities.

Section 2. Improvements. Declarant and the Association shall have the right, but not the obligation, to develop or improve any Area of Common Responsibility.

Section 3. Landscape Easement. Declarant hereby reserves and grants unto itself and the Association an easement and right to use the buffer area, 50' wide, extending across the front (northern side) of Lots 1 and 2, as shown on the Plat (the "Front Buffer Area"), for the purpose of installing and maintaining fencing and/or landscaping to maintain a rural character as approved by the Planning Director of the County of Powhatan, Virginia.

Section 4. Subdivision Identification Sign Easements on Lots 1 and 2.

(a) Lot 1: Declarant hereby reserves and grants unto itself and the Association an easement and right to use the portion of Lot 1 for a subdivision identification sign and landscaping within an area which is described as the portion of a circle area within the bounds of Lot 1 which has as its center the midpoint of the curve of the property line of Lot 1 at the southwestern corner of State Route 711 and Shady Oaks Drive, as shown on the Plat, and a radius of two hundred (200) feet (the "Lot 1 Sign Easement Area"). The costs of the maintenance, repair or replacement of the sign and the landscaping within the Lot 1 Sign Easement Area shall be the responsibility of the Declarant during the Declarant Control Period and thereafter the Lot 1 Sign Easement Area shall become an Area of Common Responsibility.

(b) Lot 2: Declarant hereby reserves and grants unto itself and the Association an easement and right to use the portion of Lot 2 for a subdivision identification sign and landscaping within an area which is described as the portion of a circle area within the bounds of Lot 2 which has as its center the midpoint of the curve of the property line of Lot 1 at the southeastern corner of State Route 711 and Shady Oaks Drive, as shown on the Plat, and a radius of approximately two hundred (200) feet (the "Lot 2 Sign Easement Area"). The costs of the maintenance, repair or replacement of the sign and the landscaping within the Lot 2 Sign Easement Area shall be the responsibility of the Declarant during the Declarant Control Period and thereafter the Lot 2 Sign Easement Area shall become an Area of Common Responsibility.

Section 5. Stub Road Signs. Declarant shall post and the Association shall maintain signs alerting the public of the presence of stub roads as required and approved by the Planning Department of the County of Powhatan, Virginia. The maintenance of such sign is an Area of Common Responsibility.

Section 6. Easements for Utilities to Serve Front Buffer Area and Sign Easement Areas. Declarant hereby reserves and grants unto itself and the Association an utility easement, 30' wide, along the sides of Lots 1 and 2, and 50' wide within the bounds of the Front Buffer Area, for the purpose of constructing, operating, replacing and maintaining utility line for electric power and water to serve any entrance signs and landscaping with the Front Buffer Area, the Lot 1 Sign Easement Area and the Lot 2 Sign Easement Area. Each area of the Lots 1 and/or 2 actually used for such utilities is an Area of Common Responsibility.

Section 7. Easement for Fire Protection Dry Hydrant. Declarant hereby reserves and grants unto itself and the Association an easement for fire protection, including a dry hydrant at the location shown on the Plat, and including the right to draw water from the Pond(s) from to which the easement area and dry hydrant extends. Such easement and the dry hydrant are Areas of Common Responsibility.

Section 8. Utility Easements. Declarant reserves unto itself, its successors and assigns, a perpetual easement and right on, over, and under the streets and roads of the Property and over the easement areas designated on the Plat or reserved in this Declaration to install, maintain and use underground and overhead electric, cable television and telephone wires, cables, conduits, drainage ways, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone, gas, sewer, water, drainage or other public conveniences or utilities as may

be necessary or desirable to the Oak Leaf, Section 1, and any Additional Land being developed by the Declarant. These easements and rights expressly include the right to cut any trees, bushes, or shrubbery, make any grading to 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.

Section 9. Reservation of Rights. Declarant reserves the right, for itself and its successors in interest, to grant prior to the conveyance of a Lot any additional easements over, under, through, and across such Lot(s) as are necessary for the purpose of establishing buffer area(s), drainage rights or furnishing electricity, telephone, cable television, sewer, water, or any other utility system, and for the subdivision entranceway features and signs and for access to the buffer area(s).

ARTICLE III - MEMBERSHIP AND VOTING RIGHTS:

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

Section 2. Voting Rights. Members shall be all Owners of Lots, including the Declarant. The Owner of each Lot, other than the Declarant, shall be entitled to cast one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. During the Declarant Control Period the Declarant shall be entitled to cast five (5) votes for each Lot owned and after the Declarant Control Period the Declarant shall be entitled to two (2) votes for each Lot owned.

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

Section 4. Management. The affairs of the Association shall be managed by its Board of Directors pursuant to the terms of this Declaration, the by-laws of the Association, the Act and other applicable laws.

ARTICLE IV - COVENANTS FOR MAINTENANCE ASSESSMENTS:

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

(a) annual assessments or charges, and

(b). special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the 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 the Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments.

(a). The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Property and for the improvement, reconstruction, maintenance, and repair of the Areas of Common Responsibility if under the control of the Association.

(b). If the need for reconstruction, maintenance, or repair of any part of an Area of Common Responsibility is caused through the willful or negligent act of any Owner, his family, guests, permittees, invitees, or agents, or in connection with construction on any Lot, the cost of such reconstruction, maintenance, or repairs of any Area of Common Responsibility shall be added to and become part of the assessment to which such Owner and his Lot is subject.

(c). The Association shall maintain a policy or policies of liability insurance, insuring the Association, Owners and their agents, guests, permittees, and invitees against liability to the public or to said Owners, their guests, permittees, or invitees incident to the use of the Areas of Common Responsibility in an amount to provide such coverage and protection as the Association may deem prudent.

Section 3. Maximum Annual Assessment. Annual assessments may, at the discretion of the Association, be collected in annual or quarterly installments. Until January 1, 2008, the maximum annual assessment for a Lot shall be \$500.00 per Lot. For 2008 and subsequent years, the maximum annual assessment may be increased each year not more than ten percent (10%) above the assessment for the previous year without a majority vote of the membership. The annual assessment shall be the same for all Lots.

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

Section 5. Exempt Property. The following property subject to this Declaration shall be exempt from assessments and liens created herein: (a) all property owned by the Declarant or the Association; and (b) all properties dedicated and accepted by public authority.

Section 6. Notice and Quorum for Any Action Authorized Under Section 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 of the Association not less than thirty (30) days or more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast at least sixty percent (60%) of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Payment of Assessment. Both annual and special assessments may be collected on an annual or quarterly basis, as determined by the Board of Directors of the Association.

Section 8. Commencement of Annual Assessments; Due Dates. The annual assessment provided for herein shall commence on January 1, 2008. Prior to such time, the Declarant shall, at its cost, maintain any Areas of Common Responsibility and pay all premiums for the liability insurance required to be maintained hereunder. The Board of Directors shall fix the amount of the annual assessment against Lots at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto at least thirty (30) days prior to its due date. The Association shall, upon demand, and for a reasonable charge, furnish a certification signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 9. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall result in a late charge of five percent (5%) of the amount due or \$10.00, whichever is greater. Any assessment not paid within sixty (60) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum, provided however, if such interest rate shall ever be deemed to be in excess of that which is permitted by applicable law, interest shall accrue at the highest rate permitted by applicable law. If any assessment is not paid within sixty (60) days after its due date, the Association may file a memorandum of lien and take such other actions as provided by the provisions of the Property Owners' Association Act, Chapter 26 of Title 55 (Sections 55-508 through 55-516.2) of the Code of Virginia, as the Act may be amended and renumbered from time to time; may initiate or bring an action at law against the Owner personally obligated to pay the same and/or foreclose on the lien against the property; and/or may exercise any other rights reserved in this Declaration. The Association shall be entitled to collect all fees and costs of collection, including attorney's fees, and every Owner by accepting a deed to a Lot agrees to pay the same. No Owner may waive or otherwise escape liability for the assessments or charges provided for herein by non-use of any property owned or leased by the Association or abandonment of his Lot. Assessments not paid within thirty (30) days shall also suspend voting rights until such assessment is paid in full including any late charge, interest, or additional charge provided for in this section.

Section 10. Subordination of the Lien to Mortgages and Taxes. The lien of the assessments provided for herein shall be subordinate to the lien of any first deed of trust or first mortgage and to real estate taxes and special assessment of the municipality in which the Property is located. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a foreclosure of any first deed of trust or first mortgage, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to the payment thereof which becomes due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments which thereafter become due or from the lien thereof.

ARTICLE V - ARCHITECTURAL CONTROL:

Section 1. Architectural Control. No improvements, either permanent or temporary, alterations, repairs, changes in color, excavations, changes in grade, major landscaping, or other work which in any way alters the exterior appearance of any Lot or improvement located thereon from its natural or improved state existing on the date such Lot was first conveyed in fee by the Declarant to an Owner (including without limitation disturbances of or discharges into wetlands, clearance of trees and vegetation, driveways, entrance ways, fences, mailboxes, and lamp post structures), shall be made or done until the plans, specifications, working drawings, and proposals for the same showing the nature, kind, shape, type, color, materials, and location of the improvements on the Lot and a landscaping plan shall have been submitted to and approved in writing as to harmony or external design and location in relation to surrounding structures, improvements on the Lot and applicable governmental requirements by an architectural committee ("Architectural Committee") composed of a representative from the Declarant, provided however, that if a representative from the Declarant is unable to serve, or if all Lots have been developed and improved with a completed residential dwelling thereon, then the Board of Directors of the Association may thereafter appoint one or more persons as members of the Architectural Committee. The Architectural Committee shall establish reasonable rules and regulations relating to the procedure for architectural approvals and general guidelines for architectural plans "Architectural Guidelines"). Declarant shall prepare the initial Architectural Guidelines for the Property. The Architectural Guidelines may contain general provisions applicable for all Lots as well as specific provisions which vary according to land and location of the Lot(s). The Architectural Guidelines are not the exclusive basis for decisions of the reviewing bodies and compliance with the Architectural Guidelines does not guarantee approval of any application. The Architectural Committee shall have the right to establish a reasonable review fee for its services in reviewing a plan which has been submitted for approval. In the event the Architectural Committee fails to approve, modify or disapprove in writing an application within forty-five (45) days after plans and specifications have been submitted in writing to it, in accordance with adopted procedures, approval will be deemed granted. Neither the Association, the Architectural Committee, nor the Declarant shall be liable to an Owner or to any other person on account of any claim, liability, damage, or expense suffered or incurred by or threatened against an Owner or such other person arising out of or in any way relating to the subject matter of any reviews, acceptances, inspections, permissions, consents, or required approvals which must be obtained from the Association, the Architectural Committee and/or the Declarant whether given, granted, or withheld. Notwithstanding the above provisions of this Article, until all Lots have been developed and improved with a completed residential dwelling

thereon, the Declarant shall retain the right to appoint and remove all members of the Architectural Committee.

Section 2. No Waiver for Future Approvals. The approval, either by action or inaction, of the Architectural Committee of any proposal, plans, specifications, or drawings of work done or proposed shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters subsequently or additionally for approval or consent.

Section 3. Variance. The Architectural Committee may authorize variances from its rules and regulations in its sole discretion when it deems circumstances require. No variance shall be effective unless in writing and any variance contrary to the restrictions set forth in this Declaration or which prevents the Architectural Committee from denying a variance in other circumstances shall be invalid.

ARTICLE VI - USE RESTRICTIONS:

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

(a). Lots shall be used for private residential purposes only and no building of any kind whatsoever shall be erected or maintained thereon except for:

(i). One private dwelling house with each dwelling being designed for occupancy by a single family, a guest suite or like facility without a kitchen may be included as part of the residence, but such suite may not be rented or leased except as part of the entire residence;

(ii). One or more accessory buildings which may be used for the following purposes: (i) a private garage for the sole use of the Owner of the Lot upon which such garage is erected; (ii) a building for the storage of non-commercial vehicles or boats, equipment, and tools used in maintenance of the Lot upon which erected; and (iii) a barn or outbuilding for the housing of animals which are allowed to be kept on the Lot pursuant to the provision of this Declaration, as restricted by the ordinances of the County of Powhatan. Depending on the size, configuration and location of the Lot, the number, type, design and appearance of accessory building which is allowed on a Lot shall be determined by the Architectural Committee or its successor.

(b). No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently.

(c). It is the responsibility of each Owner to prevent the development of any unclean, unsightly, or unkept condition of buildings or grounds on his Lot. All improvements on each Lot shall be kept in good repair and, where necessary, painted on a regular basis. No portion of the Property shall be used or maintained as a dumping ground for rubbish. Outdoor burning of leaves, trash, or other debris shall not be permitted. All trash, garbage, and other

waste shall be kept in sanitary containers which shall be surrounded by screening which has been approved by the Architectural Committee.

(d). No nuisance or offensive activity shall be permitted or maintained upon any Lot. No poultry, hogs, rabbits, cattle, or other livestock shall be kept thereon with the exception of (i) dogs, cats, or other domestic animals kept as pets by the Owners and (ii) horses and ponies, limited however to one horse or pony per a Lot (or contiguous Lots owned by one Owner) if the Lot (or contiguous Lots) exceeds 5 acres, plus one horse or pony per three (3) acres over five (5) acres [e.g., for a 5.92 acres Lot (or contiguous Lots owned by one Owner), one horse or pony is allowed, and for a 10.70 acres Lot (or contiguous Lots owned by one Owner), two horses or ponies are allowed]. Minor agricultural pursuits incidental to residential use of the Lots shall be permitted provided that such pursuits may not include the raising of crops intended for marketing or sale to others. No use shall be made of any Lot which will depreciate or adversely affect the surrounding Lots or the Property.

(e). Prior to the occupancy of a building or structure on any Lot, suitable provisions shall be made for the disposal of sewage by connection to a septic system or other means approved by Powhatan County and the Declarant.

(f). No mailbox shall be erected or maintained on any Lot until the proposed mailbox design, color, and location have been approved in writing by the Architectural Committee. The Architectural Committee shall have the right to establish uniform mailbox regulations which shall define standard design criteria for all mailboxes erected on any Lot. Maintenance of the mailbox is the responsibility of the Lot Owner.

(g). No Lot shall be further subdivided without the prior written consent of the Architectural Committee. However, Declarant hereby expressly reserves for itself, its successors, and assigns, the right to re-subdivide any Lot or Lots shown on any recorded plan of subdivision of the Property prior to the delivery of a deed to said Lot or Lots without the prior written consent of any Lot Owner.

(h). No commercially licensed vehicles, recreational vehicles, boats, disabled vehicles, vehicles without a current state license or state inspection sticker, machinery, or other equipment shall be visible from the street for a period exceeding *twenty-four (24)* hours. Any screening of such vehicles must be approved by the Architectural Committee. This covenant shall not apply to vehicles and equipment used in connection with construction upon Lots, while such construction is in progress, or in connection with the development of the Property. It shall be the responsibility of each Owner to construct and maintain suitable and adequate parking space on his/her Lot and all vehicles shall be parked thereon.

(i). The operation of motor bikes, ATV's, bicycles and motorcycles on Lots shall be subject to regulation by the Association.

(j). No external illumination on any Lot shall be of such a character or intensity or so located as to interfere with any other Owner's use or enjoyment of his/her Lot. No neon or flashing lights shall be permitted. All external lighting must be approved as to size and intensity by the Architectural Committee.

- (k). Except during construction, no signs of any kind shall be displayed to the public view on any Lot except one sign not exceeding four (4) square feet in area used for the purpose of advertising properties for sale.
- (l). No temporary, portable, or above-ground swimming pools with a capacity in excess of one hundred (100) gallons may be erected or maintained on any lot without the written permission of the Architectural Committee and approval for same may be subject to such conditions as the Architectural Committee may deem necessary. The location of all in-ground swimming pools must be approved by the Architectural Committee and the Architectural Committee may require that such swimming pools be screened from view by adjacent property.
- (m). No outside antennae, television or otherwise, shall be permitted; provided, however, that, until cablevision television becomes available to the Property, exterior television antennae shall be permitted, provided that they do not extend more than five (5) feet past the roof line of any dwelling. No satellite dishes more than three (3) feet in diameter shall be permitted and such dishes shall be located so as not to be visible from the street and at a place approved by the Architectural Committee.
- (n). Notwithstanding any other provision of this Article, the Declarant may construct, operate, and maintain a sales office upon any Lot which it owns until such time as all of the Lots have been sold.
- (o). No fences or walls not constituting a part of a building shall be erected, placed, or altered on any Lot unless the type, materials, height and location of the fences or walls has been approved by the Architectural Committee.
- (p). No Lot Owner shall disturb any creek, shoulder, backstops, ditches, pavement, curb, and gutter, driveway culvert, or any other improvements within the public right-of-way. Each Lot Owner agrees to be responsible for disturbances and siltation caused by themselves, their employees, suppliers, contractors, or others, and shall have fourteen (14) days from the receipt of a letter from the Declarant and/or the Architectural Committee to correct the damage. If a Lot Owner fails to correct the damage in a workmanlike manner, then the Declarant shall have the right to correct the damage and bill the Lot Owner directly on a cost-plus-fifty-percent (50%) basis. If a Lot Owner does not make payment within *thirty (30) days* of presentation of the bill, a two percent (2%) per month service charge shall be applied to such bill.
- (q). No clotheslines or similar type structure shall be permitted on any Lot so as to be visible from the street.
- (r). No basketball goals, soccer goals, hockey goals, skateboard ramps and the like, or other sports equipment, shall be placed within the street right of ways. Children's swing sets or similar play items must be placed in the rear of the property and the Architectural Committee may require that such swing sets to be screened from view by adjacent property
- (s). No artificial vegetation shall be permitted on the exterior of any Lot. No exterior sculpture, fountains, bird houses, bird baths, flag poles exceeding ten feet (10') in height,

or other decorative embellishments or other similar items shall be permitted unless approved by the Architectural Committee.

(t). Special Use Provisions for Lots 1 and 2 of Section 1 of Oak Leaf.
Notwithstanding the foregoing Section 1, Restrictions on Use, to the contrary, subject to the Architectural Control provisions of Article V, and subject to the conditions that the Lots are kept in good working order and maintained so as not to detract from the overall standards of Oak Leaf, Lots 1 and 2 can be used for the following activities: (i) raising of crops for sale to others; (ii) horse riding farm, including without limitation, the use of the Lot as pastures; the construction and operation of riding areas, fencing, barns and sheds, watering facilities; and the use of horse trailers, plowing equipment, tractors, spreaders and other farm equipment necessary for proper operation of the agricultural pursuits and maintenance Lots; and (iii) raising/keeping of not more than fifty (50) poultry, not more than fifty (50) rabbits, not more than eight (8) horses or ponies, and not more than eight (8) llamas or alpacas or the like. Cows and swine are not allowed.

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

Section 3. Open Air Burning of Lots Bordering AFD. Open air burning of debris on all Lots bordering an Agricultural and Forestal District (AFD) is prohibited unless under the supervision or approval of a certified forester. This restriction shall not prohibit barbecues and fires for decorative or lighting purposes.

Section 4. Construction Restrictions.

(a). All Lots shall be cleared of underbrush, obnoxious vegetation and debris and shall at all times be maintained in a clean and sightly manner. All construction shall be conducted in a neat and orderly manner and trash and debris shall not be allowed to accumulate on any Lot or on any adjacent property and streets. All contractors shall store all equipment, machinery, and toilet facilities on a Lot in inconspicuous places. All improvements made on a Lot shall be in compliance with the rules and regulations of the Architectural Committee, the Architectural Guidelines, as well as all applicable laws.

(b). All structures constructed upon any Lot must be completed within twelve (12) months after construction has commenced, unless such completion is impossible or highly impracticable due to strikes, fires, national emergencies, natural calamities or other acts of force majeure. Commencement of construction shall be deemed to have occurred upon issuance of a building permit. A residence shall be deemed completed upon the issuance of a certificate of occupancy, without condition or exception, from the County of Powhatan, Virginia.

(c). The primary dwelling constructed on any Lot must exceed 3,000 square feet for one story dwellings, exclusive of one story porches, basements and garages, and must exceed 3,000 square feet for two story dwellings, exclusive of one story porches, basements and garages, however, this provision may be waived by the Architectural Committee or Declarant if lot size or conditions prohibit the building of a dwelling in excess of the minimum square footage contained herein.

(d). Dwellings constructed on Lots 1 and 2, as shown on the Plat, shall face Route 711 and shall be set back a minimum of 400' from the dedicated right of way of Route 711 and shall not access Route 711.

ARTICLE VII - PONDS AND POND LOTS;

Section 1. Pond Use.

(a) The only persons entitled to use a Pond are the Owners of Lots where the boundaries of such Owner's Lot extend into such Pond or where the boundaries are immediately adjacent to part of such Pond (such as in the case of Lot 8 of Section 1 of Oak Leaf Estates, Section 1) or where such Owner's Lot is directly below the dam of such Pond, and such Owner's family, guests and invitees. For example, those persons which have the right to use the Pond which is shown on the Plat as being within the boundaries of Lots 1, 16, 17, 18, 20, 21, 22, 23, 25 and 25, are the Owners of said Lots and their families, guests and invitees are the only persons who have the right to use such Pond. The only persons entitled to use the Pond on Lot 2 is the Owner of Lot 2 and such Owner's family, guests and invitees. The rights of the use of a Pond shall not be construed as a right to cross any property belonging to others, except such portion of others property which extends under the surface of the Pond.

(b). Ponds shall be used only for the purposes of swimming, boating, canoeing, fishing, ice skating or other recreational uses, all as from time to time prescribed, regulated and limited by the Owners of Lots whose boundaries extend into a Pond as shown on the Plat

(c). All Virginia game and fishing laws shall apply to the use of a Pond or stream.

(d). Water craft having a length of more than 16 feet shall not be permitted in the Pond. No boat, water craft, or floatation device shall be anchored or stored in the Pond for more than a continuous period of more than 24 hours.

(e). No water craft with a gasoline powered or other internal combustion engine or electric engine shall be allowed in a Pond.

(f). No pier, dock, net, stake, line, or other structure shall be construed on or in any way maintained within the Pond except with prior written approval of the Architectural Committee. Any or all such approvals can be denied at the exclusive option of the Architectural Committee.

(g). There shall be no commercial use of a Pond and no water may be pumped from a Pond.

(h). No domesticated waterfowl or livestock shall have access to or set upon or maintained in the pond.

Section 2. Maintenance of Ponds. The Owners who have the right to use a Pond shall maintain that Pond in a safe condition, sharing equally the cost of such maintenance. For

example, each Owner of a Lot whose boundaries extend into the Pond on Lots 1, 16, 17, 18, 20, 21, 22, 23, 25 and 25 shall be responsible for one-tenth of the cost thereof. Such maintenance shall include removal of debris and trash, removal of any obstruction of Pond drains, inlets and outlets, maintenance of dams, and such other maintenance as a majority of such Owners determine. If any Owner is in default for failure to pay that Lot's prorata share of the cost of such maintenance for a period of 30 days after the due date established by the vote of the majority of such Owners, (i) the non-defaulting Owners or any non-defaulting Owner shall have the right to institute legal action to collect such delinquent prorata share and, in addition thereto reasonable attorneys' fees and court costs, and (ii) the defaulting Owner, and his family, guests and invitees, shall lose the right to use the Pond while such default exists. The Association shall not be responsible for maintenance and shall have no responsibility to enforce the maintenance obligations of this Section 2. If an Owner or the guests or invitees of an Owner causes damage to the Pond or its dam, it shall be the sole responsibility and expense of such Owner to promptly repair such damage at such Owner's expense.

Section 3. Pond Buffers. The Plat shows a "wetlands buffer" along a pond or stream as shown on the Plat should be left in its undisturbed natural state.

Section 4. Dams and Dam Safety. If any existing dams to Ponds fall under the provisions of the Virginia Dam Safety Act (§10.1-604, et seq of Code of Virginia, 1950, as amended), an approved permit shall be provided to the Powhatan County Planning Department prior to the approval of any Lots that have a portion of the Pond thereon or which are located directly below the dam of the Pond.

ARTICLE VIII - ENVIRONMENTAL/WETLANDS RESTRICTIONS

Section 1. Environmental/Wetlands Restrictions:

(a) To the extent reasonably practical, the clearing of mature trees on Lots shall be limited to those areas required to accommodate the residence to be constructed thereon and its normal and customary accessories, open front yard areas and those areas required to permit utility services and driveways. The Architectural Committee and the Declarant have the right to require any Owner to replace any trees with like trees in kind and size if in violation of this section.

(b) It is expressly understood that the Oak Leaf, Section 1, and/or any Additional Land may be subject to additional terms and provisions of wetland restrictive covenants by the Declarant to protect wetlands or waters of the United States within the Property and on any Additional Land. Declarant, and its successors and assigns, shall be bound by such wetland restrictive covenants which shall run with the Property and the Additional Land and shall bind the Owner's of Lots.

ARTICLE IX - GENERAL PROVISIONS:

Section 1. Enforcement. The Declarant, the Association, the County, or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions and covenants of this Declaration. Failure by the Declarant, the Association, the County, or by any

Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do thereafter. The prevailing party, whether the Declarant, the Association, the County or the Owner, shall be entitled to collect from a losing party the fees and costs of enforcement of the restrictions, conditions, and covenants of this Declaration, including reasonable attorney's fees actually incurred in such enforcement.

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

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

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

Section 5. Conflicts with HUD Legal Requirements. Any provision of this Declaration which is violation with the rules or regulations of the United States Department of Housing and Urban Development relating to Planned Unit Developments shall be unenforceable.

Section 6. Annexation.

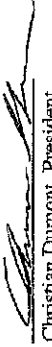
(a). Additional Land may be annexed to the Property from time to time by the Declarant or its successors in title as to such Property, by recording an instrument in the Clerk's Office wherein the land affected thereby is located, whether in the Circuit Court of the County of Powhatan, Virginia, subjecting the property to be annexed to the terms hereof; provided, however, that only single-family residential subdivisions may be annexed to the Property.

(b). Upon recordation of the annexation instrument the property annexed shall be subject to assessment as set forth herein and otherwise subject and entitled to the burdens and benefits created hereby.

(c). By their purchase or obtaining of any interest in any Lot subject to the Declaration, all Owners of Lots or any interest therein, their heirs, and personal representatives, successors, and assigns, recognize that the Declarant may be or become the owner of property in the vicinity of the Property and that such property may never become subject to this Declaration and may be developed by the Declarant in a manner that does not conform to the requirements of this Declaration. By their purchase or obtaining of any interest in any Lot subject to the Declaration, all such parties recognize and agree that all such property of Declarant not made specifically subject to this Declaration by a written and appropriately recorded document will in no way be burdened or bound by this Declaration of any restrictive covenants in equity, equitable

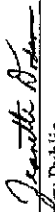
IN WITNESS WHEREOF Christian Dumont, President of Oak Leaf Land Development Corporation, has executed this Declaration as of the date above written, on behalf of the corporation and with authority of its Board of Directors.

OAK LEAF LAND DEVELOPMENT CORPORATION
a Virginia corporation

By: 
Christian Dumont, President

Commonwealth of Virginia
County of ~~CHARLES~~ _____, to wit:

The foregoing instrument was acknowledged before me this 5 day of October 2007, by Christian Dumont, President of Oak Leaf Land Development Corporation a Virginia corporation, on behalf of the corporation.


Notary Public
My commission expires: 08 / 31 / 09
Registration No. 114768

Doc# 732 pg. 755

Schedule A

ALL those certain lots or parcels of land, in the County of Powhatan, Virginia, designated as Lots 1 through 25 on the plat of Oak Leaf, Section 1, prepared by Balzer and Associates, Inc., dated August 16, 2007, and recorded in the Clerk's Office of the Circuit Court of the County of Powhatan, Virginia, and any additional property that may be annexed to the Property pursuant to the provisions hereof.

INSTRUMENT #07000599
RECORDED IN THE CLERK'S OFFICE OF
POWhatan ON
OCTOBER 25, 2007 AT 02:45PM
WILLIAM E. NAVEY, JR., CLERK

#5959-07
Delivered to:
Christian Dumont

RECORDED BY: LBH

Document prepared by:
William L. Jeffries, Jr.
Attorney at Law

Tax Ref. No. Part of 016-65A

FIRST AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR OAK LEAF SUBDIVISION

THIS FIRST AMENDMENT TO DECLARATION (this "First Amendment") by OAK LEAF LAND DEVELOPMENT CORPORATION, a Virginia corporation, hereinafter referred to as "Declarant," to be indexed as grantor;

WITNESSETH:

WHEREAS, Declarant is the Owner of certain real property (the "Oak Leaf Section 2 Property") in Powhatan County, Virginia, described on Schedule "A", attached hereto known as Oak Leaf, Section 2;

WHEREAS, by Declaration (the "Declaration") recorded in the Clerk's Office of the Circuit Court of Powhatan County, Virginia, in Deed Book 732, page 738, Declarant imposed certain covenants, conditions and restrictions on the property in Oak Leaf, Section 1, as described in the Declaration;

WHEREAS, Section 4 of Article IX of the Declaration provides that Declarant may amend the Declaration and Sections 6 and 8 of Article IX of the Declaration provide that Declarant may subject additional property to the Declaration by recording an instrument in the Clerk's Office of the Circuit Court of Powhatan County, Virginia; and

WHEREAS, Declarant desires to amend the Declaration and to subject the Oak Leaf Section 2 Property to the covenants, conditions and restrictions set forth in the Declaration;

NOW, THEREFORE, Declarant hereby declares that the Oak Leaf Section 2 Property shall be held, sold and conveyed subject to the covenants, conditions and restrictions set forth in the Declaration, which shall run with the title to the Property and be binding on all parties having any rights, title or interest in the Oak Leaf Section 2 Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

EXCEPT as amended by this First Amendment, the Declaration shall remain unchanged and in full force and effect.

[SEE SIGNATURE AND SCHEDULE A ON FOLLOWING PAGES]


IN WITNESS WHEREOF the undersigned Declarant has caused this Declaration to be executed this 23 day of JUNE 2008.

OAK LEAF LAND DEVELOPMENT CORPORATION,
a Virginia corporation

By:  PRESIDENT
Christian P. Dumont, President

STATE OF VIRGINIA
COUNTY OF Chesterfield, to-wit:

The foregoing instrument was acknowledged before me this 23 day of June, 2008, by Christian P. Dumont, President of Oak Leaf Land Development Corporation, a Virginia corporation, on behalf of the company.


Notary Public
My commission expires: 8/31/09
Registration No. 114768

Schedule "A"

(Oak Leaf, Section 2, Powhatan County, Virginia)

ALL those certain lots or parcels of land, in the County of Powhatan, Virginia, designated as Lots 1 through 3 on the plat of Oak Leaf, Section 2, prepared by Balzer and Associates, Inc., dated May 6, 2008, and recorded in the Clerk's Office of the Circuit Court of the County of Powhatan, Virginia.

INSTRUMENT #080003282
RECORDED IN THE CLERK'S OFFICE OF
POWATAN ON
JUNE 25, 2008 AT 02:22PM

WILLIAM E. HAYEY, JR., CLERK
RECORDED BY: RWW

#3282-08
Mailed to:
Kane Jeffries
7110 Forest Avenue #202
Richmond, VA 23226-3762

Document prepared by:
William L. Jeffries, Jr. VSB#04144
Attorney at Law

Tax Map Ref. Nos. 016D-1-1 through 016D-2-3

SECOND AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR OAK LEAF SUBDIVISION

THIS SECOND AMENDMENT TO DECLARATION (this "First Amendment") by OAK LEAF LAND DEVELOPMENT CORPORATION, a Virginia corporation, hereinafter referred to as "Declarant," to be indexed as grantor;

WITNESSETH:

WHEREAS, by Declaration of Covenants, Conditions And Restrictions for Oak Leaf Subdivision recorded in the Clerk's Office of the Circuit Court of Powhatan County, Virginia (the "Clerk's Office"), in Deed Book 732, page 738, and amended by First Amendment to Declaration of Covenants, Conditions and Restrictions for Oak Leaf Subdivision. recorded in the Clerk's Office in Deed Book 750, page 293 (as amended, hereinafter referred to as the "Declaration"), Declarant imposed certain covenants, conditions and restrictions on the property in Oak Leaf, Section 1 and Section 2, as described in the Declaration;

WHEREAS, Section 4 of Article IX of the Declaration provides that Declarant may amend the Declaration; and

WHEREAS, Declarant desires to amend and does hereby amend the Declaration by revising paragraph (c) of Section 4 of Article IV of the Declaration;

NOW, THEREFORE, acting pursuant to the authority reserved unto the Declarant in the Declaration, the Declarant hereby declares that, effective upon the recordation of this Amendment in the Clerk's Office, paragraph (c) of Section 4 of Article VI of the Declaration is revised to read as follows:

"(c) *The primary dwelling constructed on any Lot must exceed 2,500 square feet exclusive of porches, basements and garages; however, this provision may be waived by the Architectural Committee or Declarant if lot size or conditions prohibit the building of a dwelling in excess of such minimum square footage and if the Powhatan County laws and ordinances permit a smaller primary dwelling.*"

EXCEPT as amended by this Second Amendment, the Declaration shall remain unchanged and in full force and effect.

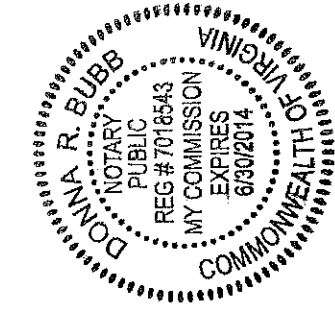
IN WITNESS WHEREOF the undersigned Declarant has caused this Declaration to be executed this 11 day of October 2012.

OAK LEAF LAND DEVELOPMENT CORPORATION,
a Virginia corporation

By: [Signature]
Christian P. Dumont, President

COMMONWEALTH OF VIRGINIA
COUNTY OF Chesapeake, to-wit:

The foregoing instrument was acknowledged before me this 11 day of October, 2012, by Christian P. Dumont, President of Oak Leaf Land Development Corporation, a Virginia corporation, on behalf of the company.



[Signature]
Notary Public
My commission expires: 6/30/2014
Registration No. 7018543



INSTRUMENT #12001832
RECORDED IN THE CLERK'S OFFICE OF
POWhatan ON
OCTOBER 16, 2012 AT 02:35PM

WILLIAM E. MAEY, JR., CLERK
RECORDED BY: RMW

#3832-12
Mailed to:
Kane Jeffries Cooper & Carollo LLP
1700 Bayberry Court Ste 103
Richmond, VA 23226

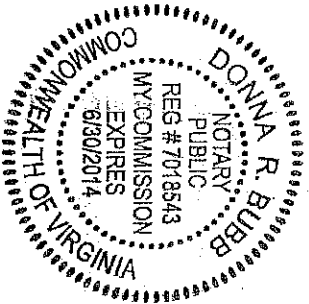
IN WITNESS WHEREOF the undersigned Declarant has caused this Declaration to be executed this 11 day of October 2012.

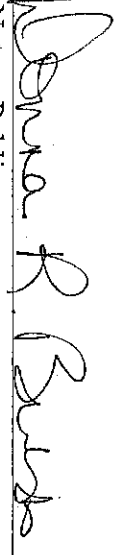
OAK LEAF LAND DEVELOPMENT CORPORATION,
a Virginia corporation

By: 
Christian P. Dumont, President  PZES,

COMMONWEALTH OF VIRGINIA
COUNTY OF Chesterfield, to-wit:

The foregoing instrument was acknowledged before me this 11 day of October, 2012, by Christian P. Dumont, President of Oak Leaf Land Development Corporation, a Virginia corporation, on behalf of the company.




Notary Public
My commission expires: 6/30/2014
Registration No. 7018543

Document prepared by:
William L. Jeffries, Jr. VSB 04144

Tax Map Ref. Nos. 016D-1-1 through 016D-2-3

THIRD AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR OAK LEAF SUBDIVISION
(Assignment of Declarant's Rights)

THIS THIRD AMENDMENT TO DECLARATION (this "Third Amendment") by OAK LEAF LAND DEVELOPMENT CORPORATION, a Virginia corporation, hereinafter referred to as "Declarant," to be indexed as grantor; joined by OAK LEAF REAL ESTATE HOLDINGS, L.C., a Virginia limited liability company, to be indexed as grantor and as grantee;

WITNESSETH:

WHEREAS, by Declaration of Covenants, Conditions and Restrictions for Oak Leaf Subdivision recorded in the Clerk's Office of the Circuit Court of Powhatan County, Virginia (the "Clerk's Office"), in Deed Book 732, page 738, and amended by First Amendment to Declaration of Covenants, Conditions and Restrictions for Oak Leaf Subdivision, recorded in the Clerk's Office in Deed Book 750, page 293, and amended by Second Amendment to Declarations of Covenants, Conditions and Restrictions for Oak Leaf Subdivision (as amended, hereinafter referred to as the "Declaration"), Declarant imposed certain covenants, conditions and restrictions on the property in Oak Leaf, Section 1 and Section 2, as described in the Declaration;

WHEREAS, Declarant desires to assign its rights as Declarant under the Declaration to Oak Leaf Real Estate Holdings, L. C.;

NOW, THEREFORE, Declarant hereby assigns unto Oak Leaf Real Estate Holdings, L.C., a Virginia limited liability company, all of its rights as Declarant under the Declaration; and Oak Leaf Real Estate Holdings, L. C., hereby accept the assignment and agrees to act as Declarant under the Declaration.

EXCEPT as amended by this Third Amendment, the Declaration shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF the undersigned have caused this Declaration to be executed this 27 day of April 2014.

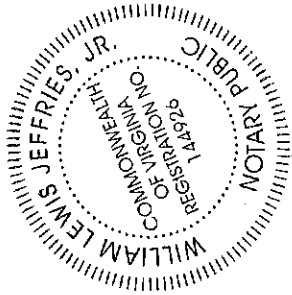
OAK LEAF LAND DEVELOPMENT CORPORATION,
a Virginia corporation

By: 

Christian P. Dumont, President

COMMONWEALTH OF VIRGINIA
COUNTY OF Henrico, to-wit:

The foregoing instrument was acknowledged before me this 27 day of April 2014, by Christian P. Dumont, President of Oak Leaf Land Development Corporation, a Virginia corporation, on behalf of the corporation.



[Signature]
Notary Public
My commission expires: 7/31/2017
Registration No. 144926

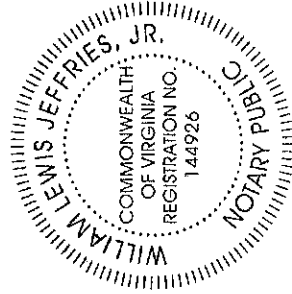
OAK LEAF REAL ESTATE HOLDINGS, L.C.
a Virginia limited liability company

By: [Signature]
Christian P. Dumont, Manager

COMMONWEALTH OF VIRGINIA
COUNTY OF Henrico, to-wit:

The foregoing instrument was acknowledged before me this 27 day of April 2014, by Christian P. Dumont, Manager of Oak Leaf Real Estate Holdings, L.C., a Virginia limited liability company, on behalf of the company.

[Signature]
Notary Public
My commission expires: 7/31/2017
Registration No. 144926



#14-1265
Mailed to: William L. Jeffries, Jr.
Kane & Jeffries, PC
1700 Bayberry Court, Ste 103
Henrico, Virginia 23226

INSTRUMENT #140001265
RECORDED IN THE CLERK'S OFFICE OF
HENRICO COUNTY, VIRGINIA ON
APRIL 23 2014 AT 02:27PM

TERESA H. OWENS, CLERK
RECORDED BY: RMH

Document prepared by:
William L. Jeffries, Jr. VSB 04144

Tax Map Ref. Nos. 016D-1-1 through 016D-2-3

FOURTH AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR OAK LEAF SUBDIVISION

THIS FOURTH AMENDMENT TO DECLARATION (this "Fourth Amendment") by OAK LEAF REAL ESTATE HOLDINGS, LLC, a Virginia limited liability company, hereinafter referred to as "Declarant," to be indexed as grantor;

WITNESSETH:

WHEREAS, by Declaration of Covenants, Conditions and Restrictions for Oak Leaf Subdivision recorded in the Clerk's Office of the Circuit Court of Powhatan County, Virginia (the "Clerk's Office"), in Deed Book 732, page 738, and amended by First Amendment to Declaration of Covenants, Conditions and Restrictions for Oak Leaf Subdivision. recorded in the Clerk's Office in Deed Book 750, page 293, and amended by Second Amendment to Declarations of Covenants, Conditions and Restrictions for Oak Leaf Subdivision, and amended by Third Amendment to Declarations of Covenants, Conditions and Restrictions for Oak Leaf Subdivision (as amended, hereinafter referred to as the "Declaration"), Declarant imposed certain covenants, conditions and restrictions on the property in Oak Leaf, Section 1 and Section 2, as described in the Declaration;

WHEREAS, Section 4 of Article IX of the Declaration provides that Declarant may amend the Declaration; and

WHEREAS, Declarant desires to amend and does hereby amend the Declaration by revising paragraph (a) of Section 1 of Article VII of the Declaration to clarify and confirm that Lot 24 is a Pond Lot as the boundaries of Lot 24 are within a Pond and that the Owners of Lot 24 have the right to use the Pond into which the boundaries of Lot 24 extend;

NOW, THEREFORE, acting pursuant to the authority reserved unto the Declarant in the Declaration, the Declarant hereby declares that, effective upon the recordation of this Amendment in the Clerk's Office, paragraph (s) of Section 1 of Article VII of the Declaration is revised to read as follows:

"(a) The only persons entitled to use a Pond are the Owners of Lots where the boundaries of such Owner's Lot extend into such Pond or where the boundaries are immediately adjacent to part of such Pond (such as in the case of Lot 8 of Section 1 of Oak Leaf Estates, Section 1) or where such Owner's Lot is directly below the dam of such Pond, and such Owner's family, guests and invitees. For example, those persons which have the right to use the Pond which is shown on the Plat as being within the boundaries of Lots 1, 16, 17, 18, 20, 21, 22, 23, 24 and 25, are the Owners of said Lots and their families, guests and invitees are the

only persons who have the right to use such Pond. The only persons entitled to use the Pond on Lot 2 is the Owner of Lot 2 and such Owner's family, guests and invitees. The rights of the use of a Pond shall not be construed as a right to cross any property belonging to others, except such portion of others property which extends under the surface of the Pond."

EXCEPT as amended by this Fourth Amendment, the Declaration shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF the undersigned Declarant has caused this Declaration to be executed this 22 day of April 2014.

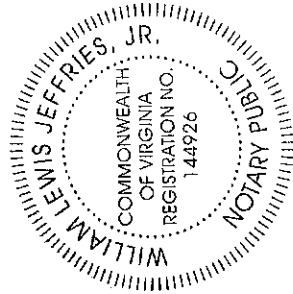
OAK LEAF REAL ESTATE HOLDINGS, L.C.
a Virginia limited liability company

By: [Signature]
Christian P. Dumont, Manager

COMMONWEALTH OF VIRGINIA
COUNTY OF Henrico, to-wit:

The foregoing instrument was acknowledged before me this 22 day of April 2014, by Christian P. Dumont, Manager of Oak Leaf Holdings, LLC, a Virginia liability company, on behalf of the company.

[Signature]
Notary Public
My commission expires: 7/31/2017
Registration No. 144926



#14-1266
Mailed to: William L. Jeffries, Jr.
Kane & Jeffries, PC
1700 Bayberry Court, Ste 103
Henrico, Virginia 23226

INSTRUMENT #14001266
RECORDED IN THE CLERK'S OFFICE OF
HENRICO COUNTY
APRIL 22, 2014 AT 02:35PM

TERESA H. DORRIS, CLERK
RECORDED BY: RMH

FIFTH AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR OAK LEAF SUBDIVISION

THIS FIFTH AMENDMENT TO DECLARATION (this "Fifth Amendment") by OAK LEAF REAL ESTATE HOLDINGS, L.C., a Virginia limited liability company, hereinafter referred to as "Declarant," to be indexed as grantor,

WITNESSETH:

WHEREAS, Declarant is the Owner of certain real property (the "Oak Leaf Section 3 Property") in Powhatan County, Virginia, described on Schedule "A," attached hereto known as Oak Leaf, Section 3; and by a prior amendment to the Declaration, the rights of "Declarant" were assigned to Oak Leaf Real Estate Holdings, L.C.;

WHEREAS, by Declaration (the "Declaration") recorded in the Clerk's Office of the Circuit Court of Powhatan County, Virginia, in Deed Book 732, page 738, Declarant imposed certain covenants, conditions and restrictions on the property in Oak Leaf, Section 1, as described in the Declaration;

WHEREAS, Section 4 of Article IX of the Declaration provides that Declarant may amend the Declaration; and Sections 6 and 8 of Article IX of the Declaration provide that Declarant may subject additional property to the Declaration by recording an instrument in the Clerk's Office of the Circuit Court of Powhatan County, Virginia; and

WHEREAS, Declarant desires to amend the Declaration and to subject the Oak Leaf Section 3 Property to the covenants, conditions and restrictions set forth in the Declaration;

NOW, THEREFORE, Declarant hereby declares that the Oak Leaf Section 3 Property shall be held, sold and conveyed subject to the covenants, conditions and restrictions set forth in the Declaration, which shall run with the title to the Property and be binding on all parties having any rights, title or interest in the Oak Leaf Section 3 Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

EXCEPT as amended by this Fifth Amendment and prior amendments, the Declaration shall remain unchanged and in full force and effect.

[SEE SIGNATURE AND SCHEDULE A ON FOLLOWING PAGES]

IN WITNESS WHEREOF the undersigned Declarant has caused this Declaration to be executed this 28th day of December 2015.

OAK LEAF REAL ESTATE HOLDINGS, L.C.
a Virginia limited liability company

By:  Christian P. Dumont, Manager

STATE OF VIRGINIA
COUNTY OF Powhatan, to-wit:

The foregoing instrument was acknowledged before me this 28th day of December, 2015, by Christian P. Dumont, Manager of Oak Leaf Land Real Estate Holdings, L.C., a Virginia limited liability company, on behalf of the company.



Notary Public
My commission expires: 6/30/17
Registration No. 7556351



Schedule "A"

(Oak Leaf, Section 3, Powhatan County, Virginia)

ALL those certain lots or parcels of land, in the County of Powhatan, Virginia, designated as Lots 1 through 18 on the plat of Oak Leaf, Section 3, prepared by Balzer and Associates, Inc., dated September 4, 2015, and recorded in the Clerk's Office of the Circuit Court of the County of Powhatan, Virginia, in Plat Cabinet 1, Slide Pages 63-64.

INSTRUMENT #15004835
RECORDED IN THE CLERK'S OFFICE OF
POWATAN, VA

DECEMBER 27, 2015 AT 12:44PM

TERESA H. DORRINS, CLERK
RECORDED BY: DET