

PROPERTY DISCLOSURE PACKAGE

OF

COVENANT RESTRICTIONS

FOR

BEXLEY WEST

**"PROTECTING THE VALUE OF OUR NEIGHBORHOOD
WITH YOUR COMPLIANCE"**

PLEASE READ!

ARTICLES OF INCORPORATION
OF
BEXLEY WEST COMMUNITY ASSOCIATION, INC.

The undersigned hereby forms a non-stock corporation under the provisions of the Virginia Non-Stock Corporation Act and to that end sets forth the following:

ARTICLE I

The name of the Corporation is Bexley West Community Association, Inc.

ARTICLE II

The purpose of the Corporation is to transact all lawful business not required to be specifically stated in the Articles of Incorporation.

ARTICLE III

The classes of members, the qualifications and rights of the members of each class, and the voting rights of each class are set forth in the By-Laws of the Corporation.

ARTICLE IV

The post office address of the initial registered office of the Corporation is 1301 North Hamilton Street, Suite 209, Richmond, Virginia, 23230. The name of the city in which the initial registered office is located is Richmond, Virginia. The name of the Corporation's registered agent is Charles E. Ayers, Jr., who is a member of the Virginia State Bar, a resident of the State of Virginia, and whose business office is the same as the registered office of the Corporation.

ARTICLE V

Pursuant to §13.1-220, Code of Virginia, as amended, the number of directors constituting the initial board of directors is one and the name

and address of the person who is to serve as the initial director is:

Charles E. Ayers, Jr.

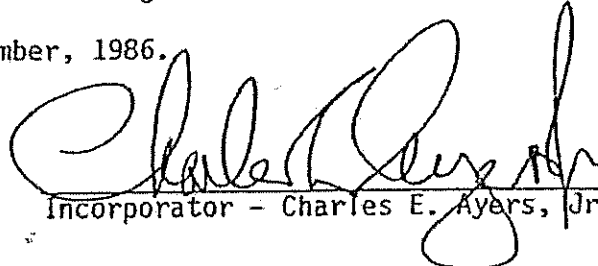
312 Clovelly Road
Richmond, VA 23221

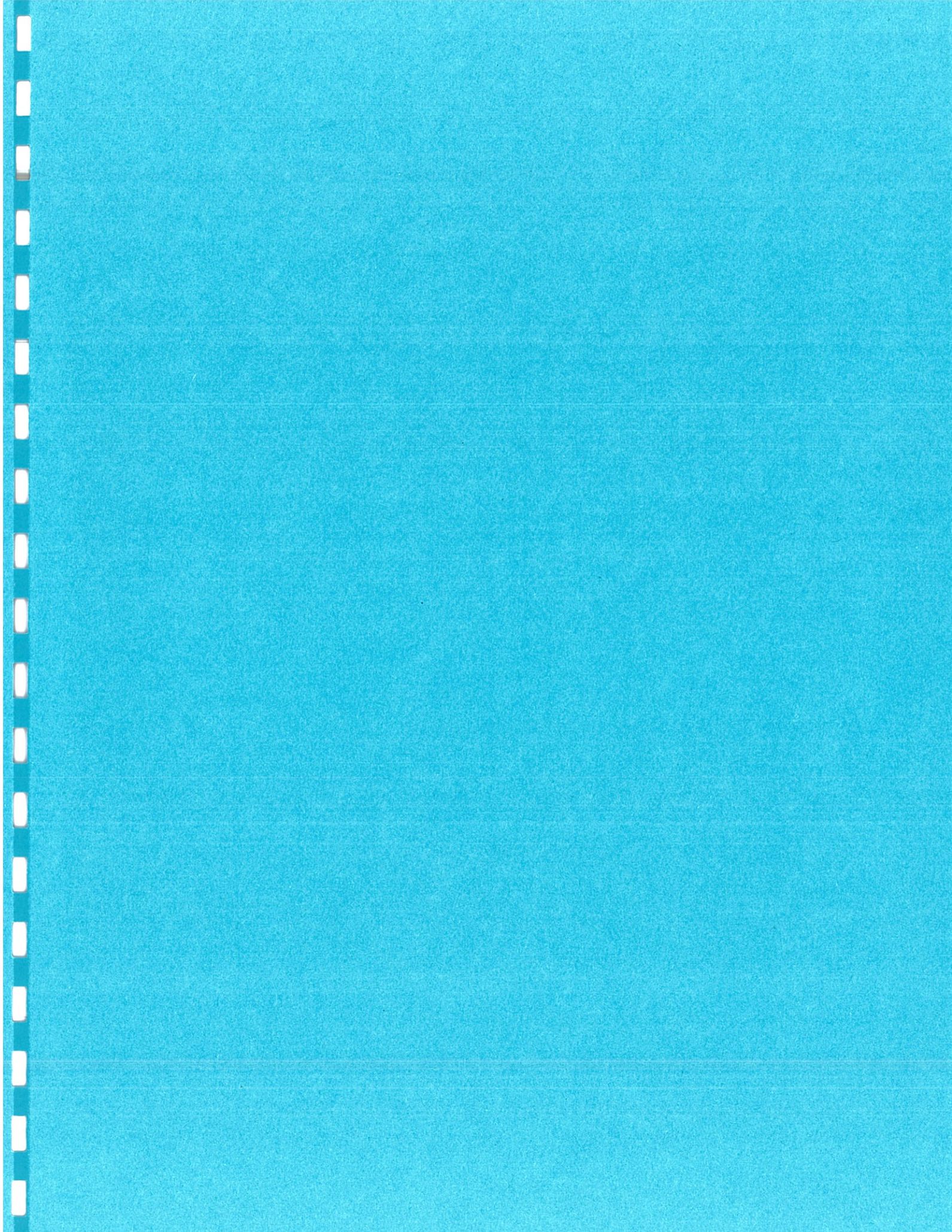
The future directors of the Corporation shall be elected by the members of Bexley West Community Association, Inc.

ARTICLE VI

Each person who at any time serves as a director or officer of the Corporation or who at any time serves at the request of the Corporation as a director or officer of another corporation shall be indemnified by the Corporation against any and all liabilities incurred by him in any such capacity or arising out of his status as such director or officer, to the full extent permitted by, and in accordance with the terms and provisions of §13.1-205.1 of the Code of Virginia as now in force and as hereafter amended, except as indemnity against his gross negligence or willful misconduct.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal this 25th day of September, 1986.

 (SEAL)
Incorporator - Charles E. Ayers, Jr.



BY-LAWS
OF
BEXLEY WEST COMMUNITY ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION. The name of the corporation is Bexley West Community Association, Inc., hereinafter referred to as the "Association." The principal office of the corporation shall be located at 1301 North Hamilton Street, Suite 209, Richmond, Virginia 23230, but meetings of members and directors may be held at such places within the State of Virginia, as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

All definitions heretofore delineated described and referred to in the Declaration of Covenants of Bexley West Community Association, Inc. are incorporated herein by reference.

ARTICLE III

MEETING OF MEMBERS

Section 1 - Annual Meetings. The first annual meeting of the members shall be held within thirteen months of the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter. If the day for the annual meeting of the

members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2 - Special Meetings. Special meeting of the members may be called at any time by the president or by the Board of Directors, or upon written request one-fourth (1/4) of the members who are entitled to vote.

Section 3 - Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4 - Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, fifty percent (50%) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half

(1) 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 5 - Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary of the Association. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot.

Section 6 - Ballots By Mail. When required by the Board of Directors, there shall be sent with notices of regular or special meetings of the Association, 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 signed ballot which is presented at such meeting shall be counted and calculated in the quorum requirements set forth in Section 4 of this Article III provided, however, such ballot shall not be counted in determining whether a quorum is present to vote upon motions not appearing on the ballot.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION AND TERM OF OFFICE

Section 1 - Number. The affairs of this Association shall be managed by a Board of three (3) directors, who need not be members of the Association.

Section 2 - Term of Office. At the first annual meeting the members shall elect one (1) director for a term of one (1) year, one (1) director for a term of two (2)

years and one (1) director for a term of three (3) years; and at each annual meeting thereafter the members shall elect one (1) director for a term of three (3) years. Each directors' position shall be voted on individually and the person receiving the largest number of votes cast shall be elected.

Section 3 - Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4 - Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5 - Action Taken Without A Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1 - Nomination. Nomination for election to the

Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2 - Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1 - Regular Meetings. Regular meetings of the Board of Directors shall be held monthly or at such interval as the Board may decide without notice, at such place and

hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2 - Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days' notice to each director.

Section 3 - Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1 - Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and the right to use the recreational facilities of any member during any period in which such member shall be in default in payment of any assessment levied by the Association. Such rights may also

be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2 - Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association and to see that their duties are properly formed;

(c) as more fully provided in the Declaration to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

(d) issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(g) cause the Common Area and Common Properties, including restricted Common Properties, to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1 - Enumeration of Officers. The officers of this Association shall be a president, who shall at all times be a member of the Board of Directors, a vice-president, a secretary, and a treasurer, and such other officers and the Board may from time to time by resolution create.

Section 2 - Election of Officers. The election of officers shall take place at the annual meeting of the membership.

Section 3 - Term. The officers of this Association shall be elected annually by the general membership of the Association.

Section 4 - Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time determine.

Section 5 - Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6 - Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7 - Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8 - Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and

affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Board shall appoint an Architectural Control Committee and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost. Any institutional lender shall also have the right to inspect the books and records as set forth herein.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen (18%) percent per annum and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner

may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

ARTICLE XII

AMENDMENTS

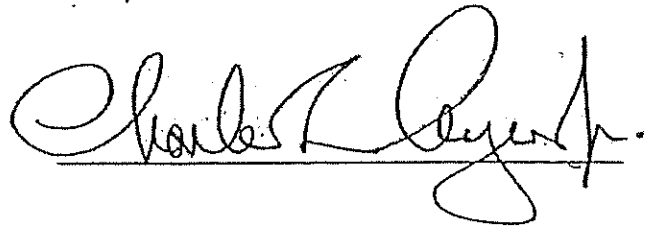
Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of the quorum of members present in person or by proxy or by mail ballots.

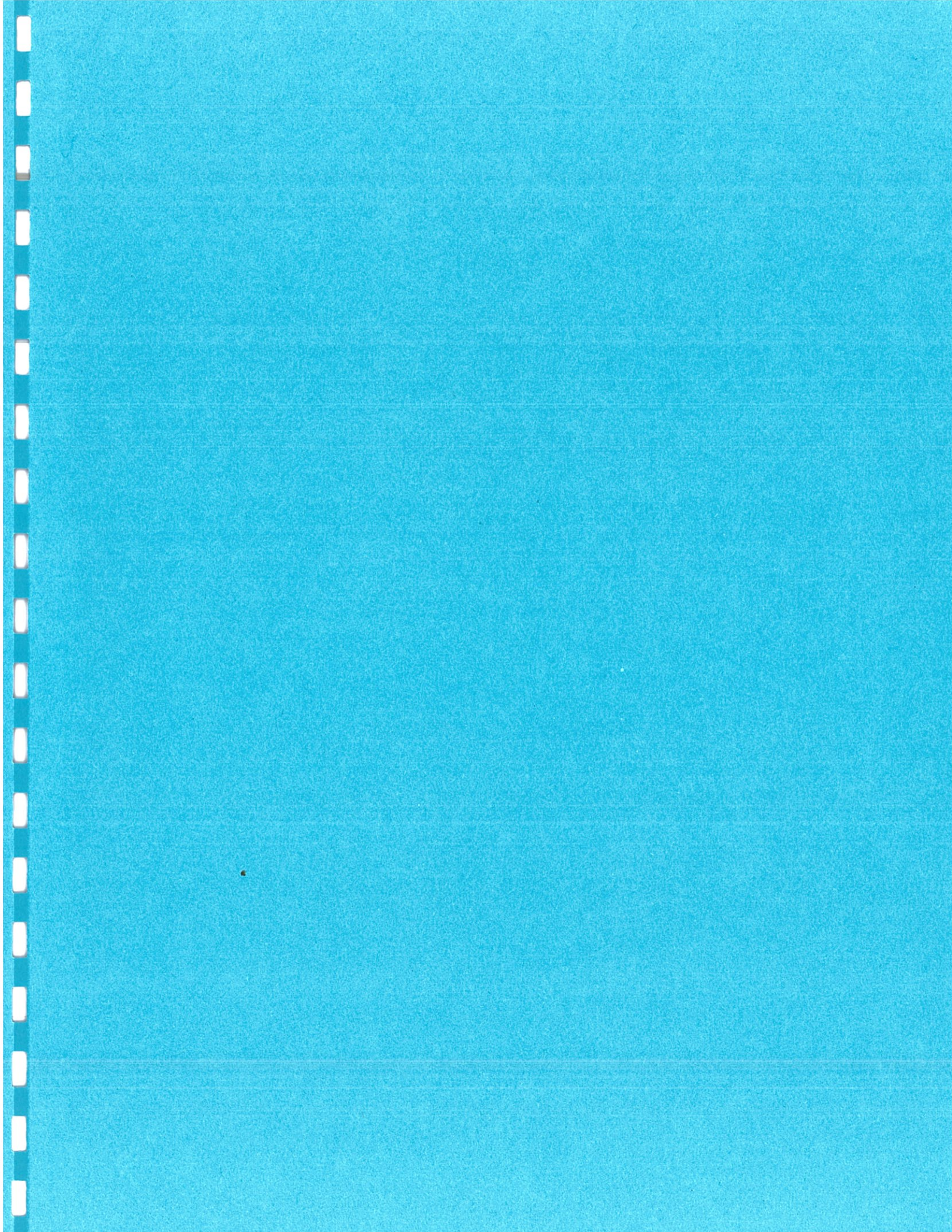
ARTICLE XIII

MISCELLANEOUS

The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin at on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of Bexley West Community Association, Inc., have hereunto set our hand this 15th day of October, 1986.

A handwritten signature in cursive script, reading "Charles R. Ogden", is written over a horizontal line.



RETURN TO:
AYERS & AYERS
SUITE 209, HAMILTON PLACE
1301 N. HAMILTON STREET
RICHMOND, VA 23230

BEXLEY WESTSECTION 1DECLARATION OF RESTRICTIONS

10-15-86

THIS DECLARATION is made and executed this 7th day of October, 1986, by George B. Sowers, Jr. & Associates, Inc., a Virginia corporation and Bexley Associates of Richmond, Inc., a Virginia corporation, (collectively the "Owner").

WHEREAS, George B. Sowers, Jr. & Associates, Inc., a Virginia corporation, and Bexley Associates of Richmond, Inc., a Virginia corporation, are the Owner of all those certain lots in Bexley West Subdivision, Section 1, Clover Hill District, Chesterfield County, Virginia, as shown on a plat made by Balzer & Associates, inc., dated August 5, 1986, which plat is recorded in Plat Book 54, pages 45, 46, and 47, in the Clerk's Office, Circuit Court, Chesterfield County, Virginia, (the "Property").

NOW, THEREFORE, the Owner does hereby declare that said property is to be held, owned, conveyed, used and occupied subject to the following restrictive covenants which shall run with the land:

1. No building, structure, outbuilding, fence, wall or improvement of any nature whatsoever (except for interior alterations to existing structures not affecting the external structure or appearance of any improvement on any portion of the Property) shall be constructed on the Property unless and until the plans for such construction shall have been approved in writing by the Architectural Control Committee (the "Committee"). The plans submitted to the Committee for approval shall include (i) the construction plans and

specifications, including all proposed landscaping and grading and (ii) a plat showing the location of all proposed improvements. No construction shall begin and no portion of the Property shall be graded except in accordance with such approved plans or a modification thereof that has also been approved by the Committee pursuant to separate application therefore.

2. No plans for a primary two-story dwelling shall be approved unless the living area of such dwelling, exclusive of one-story open porches and garages, shall not be less than 2,500 square feet for Lake front dwellings and 2,200 square feet for dwellings not fronting on the Lake; provided, however, that this provision may be waived by the Owner as long as the Owner retains an ownership interest in any portion of the Property. The minimum square footage of one-story dwellings shall not be less than 2,300 square feet for lake front dwellings and shall not be less than 2,000 square feet for dwellings not fronting on the Lake.

3. Approval by the Committee shall be based upon compliance with the provisions of this Declaration, the quality of workmanship and materials, harmony of external design with surrounding structure, location of improvements with respect to topography and finished grade elevation, the effect of the construction on the outlook from surrounding portions of the Property, the effect of the proposed construction on the natural tree growth and vegetation and all other factors which in the sole opinion of the Committee will affect the desirability or suitability of the property and improvements.

4. Approval or disapproval of applications to the Committee shall be given to the applicant in writing within fifteen days of receipt thereof; in the event the approval or disapproval is not forthcoming within (15) fifteen days, unless an extension is agreed to by the applicant in writing, the application shall be deemed approved and the construction of the applied for improvements may be commenced provided that all such construction is in accordance with the submitted plans and provided further that such plans conform in all respects to the other terms and provisions of this Declaration.

5. Approval by the Committee shall not constitute a basis for liability of the members of the Committee, the Committee or the Owner for any reason including without limitation: (i) failure of the plans to conform to any applicable building codes or (ii) inadequacy or deficiency in the plans resulting in defects in the improvements.

6. The Committee shall consist of three persons. The initial Committee members shall be Philip B. Hoffman, Bob E. Hodges, Sr. and George J. Maloof. These members may be removed by the Owner with or without cause and all successors shall be appointed by the Owner as long as the Owner has an ownership interest in the Property and thereafter as the owners of portions of the Property shall determine among themselves. The Committee members shall not be entitled to any compensation for their activities hereunder. The Committee may designate a representative to act in its behalf and such representative shall not be entitled to compensation for his activities hereunder. The architectural guidelines for Bexley West are attached hereto as Exhibit "A."

7. The authority of the Committee hereunder, its procedure and make-up may be modified or abrogated by duly recorded instrument executed by owners of eighty percent (80%) of the lots created on the Property, except as to the rights of the Owner provided in Section 5 hereof.

8. No lot shown on a plat of subdivision of the Property ("Lot") shall be used except for single family residential purposes and for purposes incidental thereto, except for model homes utilized by builders. Only one residence shall be constructed on a Lot; provided, however, that outbuildings and other improvements may be constructed if approved by the Committee as hereinbefore provided.

9. No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than six square feet advertising the Lot for sale or signs used by a builder to advertise the Lot during the construction and sale period.

10. All mailboxes shall be of a standard design with 6 X 6 post. Mailboxes shall be purchased through the Committee. The specifications for the mailbox are attached hereto as Exhibit "B."

11. No trailer, tent, shack, garage, barn or other outbuildings erected on any Lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence; provided, however, that this clause shall not be construed to prevent servants' quarters being installed over a detached garage or other outbuildings constructed with the hereinbefore required approval of the Committee.

12. No trailer, camp, recreational vehicle or boat having a height of five feet or more shall be parked over 12 hours in any one week or any Lot, including any driveway, so as to be visible from any street.

13. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats and other household pets may be kept, provided: (i) they are not raised, bred or kept for commercial purposes and (ii) they shall not become an annoyance or nuisance to other Lot owners.

14. No obnoxious or offensive activity shall be carried on or allowed upon any portion of the Property, nor shall anything be done thereon that may be or become a nuisance or an annoyance.

15. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers maintained in a neat and orderly manner. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition in rear yards only.

16. No Lot may be subdivided, altered or modified except as provided on the subdivision plat(s) recorded and to be recorded in connection with the development of the Property except that if no lots shown on any such plat have been sold, the Owner may modify same by duly recorded instrument.

17. Each lot shall be maintained free of tall grass, undergrowth, dead trees, weeds and trash and, generally, free of any condition that would decrease the attractiveness of the Property. No cars or other vehicles not in good running order and condition shall be permitted to remain on a lot except in a garage. All buildings on a lot shall be maintained in good condition and appearance.

18. No temporary or above ground swimming pools in excess of 100 square feet shall be permitted on the Property.

19. No more than two unrelated persons shall occupy any dwelling on a lot other than temporary guests.

20. No vehicle shall be parked overnight on any of the streets within the Property.

21. All driveways and set-back lines shall be subject to the approval of the Committee.

22. All exposed foundations of single family residences constructed on the Property shall be of brick, stone, veneer or stucco.

23. The color of all improvements on the Property shall be subject to the approval of the Committee.

24. Enforcement. Enforcement shall be by proceedings at law or in equity, either to restrain violation or to recover damages, against any person or persons violating or attempting to violate any covenant or restriction set forth herein. Failure of any party with an interest in the Property to enforce any covenant or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same.

25. Severability. Invalidation of any of the provisions hereof by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

26. Duration. These provisions are to run with the land and shall be binding on all parties owning portions of the Property and all persons claiming under them for a period of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for additional periods of ten (10) years each unless an instrument signed by a majority of the then owners of Lots has been recorded.

27. Amendment. This Declaration may be modified or amended by duly recorded instrument signed by eighty percent (80%) of the then owners of the Lots and the Owner, as long as it retains any interest in the Property, unless specifically prohibited herein.

GEORGE B. SOWERS, JR. & ASSOCIATES, INC.

BY: George B. Sowers, Jr.
George B. Sowers, Jr., President

BEXLEY ASSOCIATES OF RICHMOND, INC.

BY: Bob E. Hodges, Jr.
Bob E. Hodges, Vice President

State of Virginia
City of Richmond, to-wit:

The foregoing instrument was acknowledged before me this 17th day of October, 1986 by George B. Sowers, Jr., President of George B. Sowers, Jr. & Associates, Inc. and Bob E. Hodges, Vice President of Bexley Associates of Richmond, Inc.

My commission expires 6-19-88

[Signature]
Notary Public

EXHIBIT "A"

ARCHITECTURAL GUIDELINES FOR BEXLEY WEST

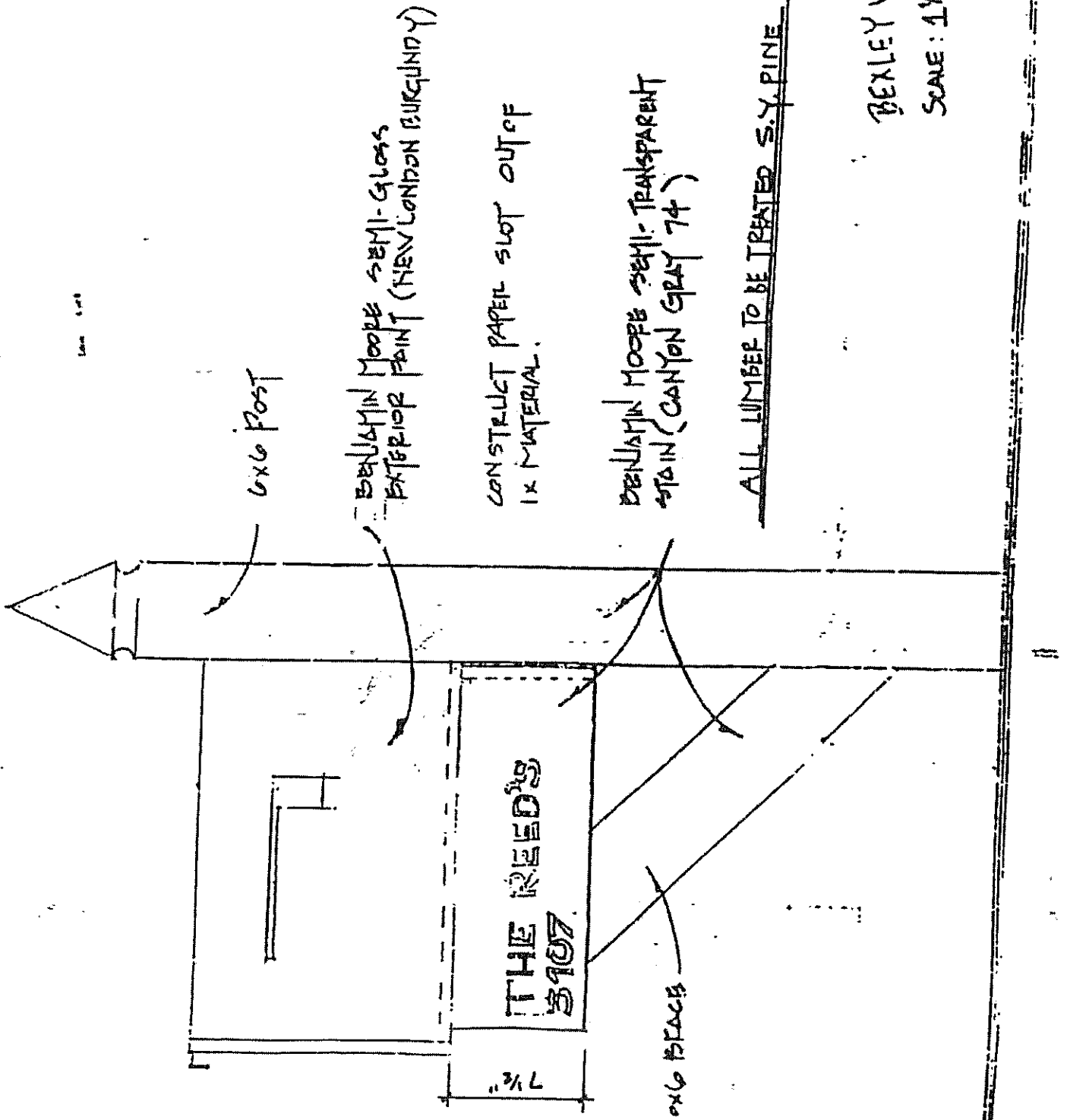
1. A complete set of plans including front, side and rear elevations with appropriate detail will be required to be submitted to the Architectural Control Committee.
2. Simple massing and "clean" designs are desired.
3. Two story houses to have a minimum of 2,500 sq. ft. of area on lake and 2,200 off lake. One story houses to have a minimum of 2,300 sq. ft. of area on the lake and 2,000 off lake.
4. Houses to have a minimum setback of 60 feet from the front property line and 15 feet from the sidelines. Waterfront lots to have a minimum setback of 75 feet from the rear yard and 60 feet on the front yard and 20 feet side yard.
5. All rear decks with street exposure to have 12" brick piers-no wood.
5. Pitch of roof on all traditional two story houses to be no less than 8 to 12.
7. Roof rafters on traditional houses are to be set on a 2' x 4' plate that will sit on the ceiling joist.
8. Windows on traditional houses to have at least 3 over 9 panes on the front.
9. All foundations shall be of brick, stone, veneer or stucco.
10. All exposed flashing to be copper, or baked enamel (brown) aluminum.
11. All garages no less than 20' x 22'.
12. All chimneys exposed from the ground up on traditional houses must be a minimum of 3' above ridge line and minimum 4' wide. All contemporary homes' chimneys must be brick.
13. All roofs to be cedar shake, slate or hendrix tile.
14. All exterior wood steps must have closed risers.
15. All homes to incorporate a minimum landscape allowance (planting) of \$1,000.00 to include treated timbers, shrubs, mulch, etc.
16. Front entry garages will not be permitted.
17. Driveways should curve into the site to provide tree cover between the house and street.

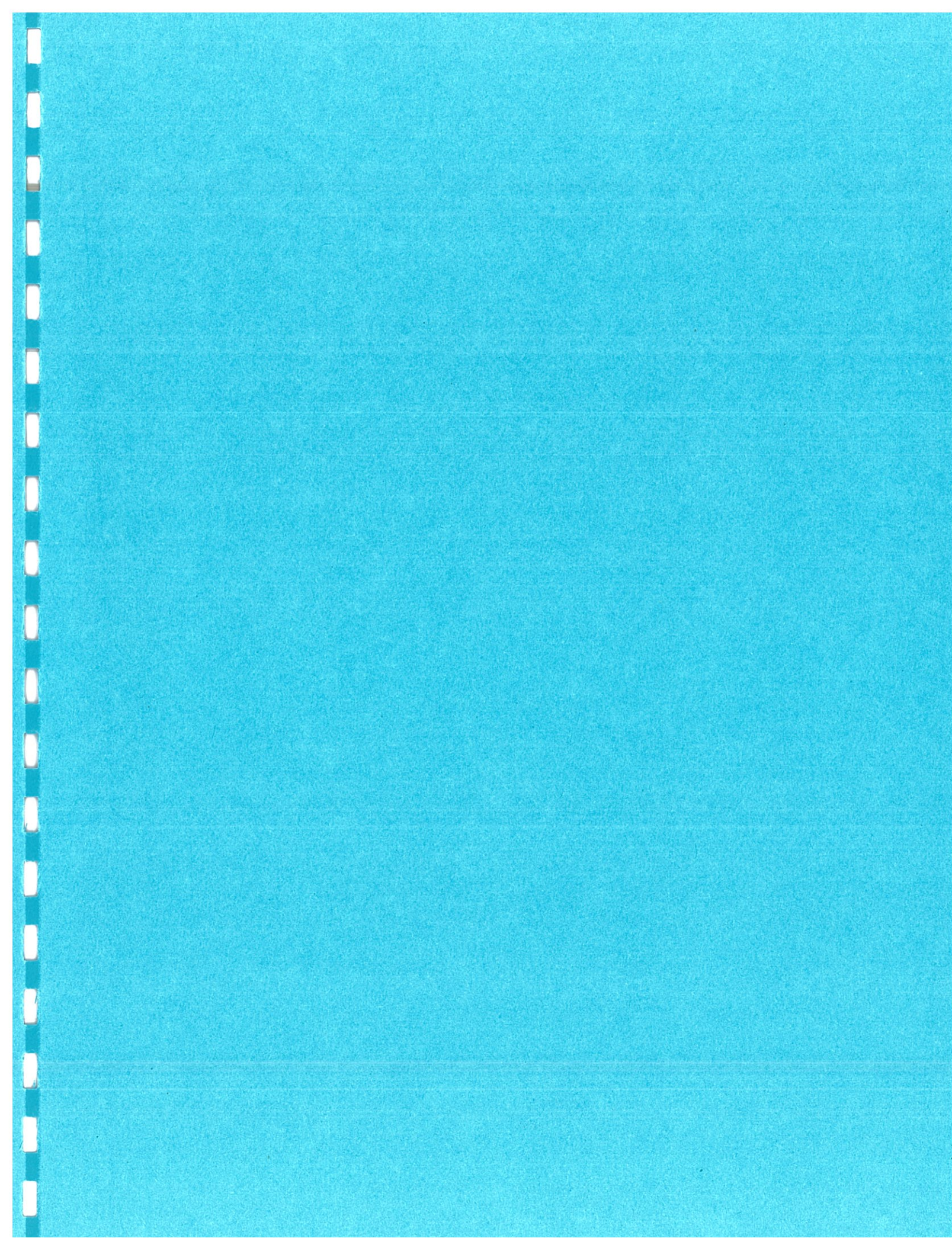
18. Once the lots are cleared, stone needs to be put down immediately to stabilize driveways and reduce mud on streets....etc.
19. Any detached buildings or fencing to be approved by Architectural Control Committee.
20. All wood sided houses should be painted or stained with solid stains. Semi-transparent stains will not be allowed.
21. Window screens, storm windows and storm doors must be anodized bronze or painted to match the trim.
22. The Bexley West Architectural Control Board must approve all brick selections, mortar, exterior colors (including roof materials) and stake-outs before lots are cleared.
23. Standard mailboxes with 6 x 6 post will be used and can be purchased through the Architectural Control Committee.
24. Walk ways must be installed from front door to drive. Material used must be aggregate, brick, or slate in concrete only.

VIRGINIA:

IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF CHESTERFIELD COUNTY, THE 14 DAY OF OCT 1996, THIS DEED WAS PRESENTED AND WITH THE CERTIFICATE.....ADMITTED TO RECORD AT 11:11 O'CLOCK. THE TAX IMPOSED BY SECTION 58.1-802 IN THE AMOUNT OF \$88 HAS BEEN PAID.

TESTE: RONALD P. LIVINGSTON, CLERK





January 23, 2007

Dear Bexley West Residents:

The Board is pleased to announce that we have completed the construction of a Lake Access Path for Bexley West Homeowners. This path, which will take you to the Association's Property and the dam between the Upper and Lower Beaver Ponds, starts between the two homes at 2701 St. Regis Drive and 2703 St. Regis Drive at the boardwalk.

Important Note: This boardwalk and path are constructed on a 10 foot easement. Part of the access is a boardwalk. Beyond the boardwalk, the rest is a natural path that extends 10 feet inward from the lake's edge (along the back property line at 2703 St. Regis Drive). Beyond 10 feet is trespassing. Upon reaching the end of that homeowner's property, you will be on the Association's Property, and the 10 foot restriction does not apply.

So that the homeowners who live along the path can continue to have quiet enjoyment of their properties, and for the safety and security of the neighborhood as a whole, the Board is sending this written notification to all residents. This notice contains the rules of use for the Association property and pathway:

- The property is closed from 7PM thru 6AM, October 1 thru April 30
- The property is closed from 9PM thru 6AM, May 1 thru September 30
- The path is for use by Bexley West Residents and their escorted guests only
- These rules will be strictly enforced, and trespassers will be prosecuted
- No motorized vehicles of any type are permitted on the path or dam
- No inline skates, skateboards, or any other type of skating product are permitted
- No alcohol is to be consumed while on Association property
- Use of the path and property are at your own risk

Please remember "ABC": Always Be Considerate. Please do not loiter, do not litter, and please keep noise at a minimum while near any private residence. These rules are in addition to the rules of use that can be found in the Property Disclosure Package, Article VI – Restrictions For The Lake – Declarations of Covenants - which everyone received at the time they purchased their home in Bexley West.

The Board has unanimously decided to take a very strong position with a zero tolerance policy with regard to the posted guidelines for use of the Association property. Our goal is to provide a safe place where our residents can finally enjoy the opportunities provided by the lakes - fishing, boating, picnicking and walking.

Please use it responsibly. Enjoy the lakes!

Sincerely,
The Bexley West Board of Directors

RETURN TO:
AYERS & AYERS
SUITE 209, HAMILTON PLACE
301 N. HAMILTON STREET
RICHMOND, VA 23230

BOOK 1805 PAGE 1082

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BEXLEY WEST COMMUNITY ASSOCIATION

DECLARATION OF COVENANTS

- 15-86

THIS DECLARATION is made and executed this 7th day of October, 1986, by George B. Sowers, Jr. & Associates, Inc., a Virginia corporation and Bexley Associates of Richmond, Inc., a Virginia corporation (hereinafter collectively the "Developer").

W I T N E S S E T H:

WHEREAS, the Developer is the fee simple owner of all those certain lots in Bexley West Subdivision, Section 1, Clover Hill District, Chesterfield County, Virginia, as shown on a plat made by Balzer & Associates, Inc. dated August 5, 1986 and recorded in the Clerk's Office, Circuit Court, Chesterfield County, Virginia in Plat Book 54, pages 45, 46 and 47, and desires to develop thereon a residential community together with common lands, a lake and facilities for recreational purposes (Common Areas) for the benefit of such community;

WHEREAS, the Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of said common lands, a lake and facilities, and to this end, desires to subject the Property and the Common Areas to the covenants, easements, charges and liens (hereinafter referred to collectively as the "Covenants") as hereinafter set forth for the benefit of the Common Areas and the Property and each owner thereof:

WHEREAS, the Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which will be delegated and assigned the powers of maintaining and administering the Common Areas, administering and enforcing the covenants and restrictions and levying, collecting and disbursing the assessments and charges hereinafter created:

WHEREAS, the Developer has incorporated or intends to incorporate under the laws of the Commonwealth of Virginia, as a non-profit corporation, the Bexley West Community Association, Inc. for the purpose of exercising the functions of aforesaid; and

WHEREAS, the Developer desires that these Covenants shall run with, burden, and bind the Property and the Common Areas;

NOW THEREFORE, the Developer hereby declares the Property and the Common Areas are and shall be held, transferred, sold, conveyed, occupied and used subject to the Covenants hereinafter set forth, for and during the period of time hereinafter specified.

ARTICLE I

DEFINITIONS

The following words when used in this Declaration or any Supplement hereto (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to the Bexley West Community Association, Inc., its successors and assigns.

(b) "Common Areas" shall mean and refer to those areas of land designated "Common Area" on any recorded subdivision plat of the

Property. Said areas are intended to be devoted to the common use and enjoyment of the members of the Association, as herein defined, and are not dedicated for use by the general public.

(c) "Developer" shall mean and refer to Bexley Associates of Richmond, Inc., a Virginia corporation, and any successor or assign.

(d) "Lot" shall mean and refer to any plot of land intended and subdivided as the site of a detached single family residence shown upon one of the recorded subdivision plats of the Property but shall not include the Common Areas.

(e) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article II, Section I of this Declaration.

(f) "Mortgage" shall mean and refer to any mortgage, deed of trust or any security instrument encumbering any portion of the Property to secure the performance of any obligation.

(g) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot, but shall not mean or refer to any lender or mortgagee or subsequent holder of a mortgage, unless and until such mortgagee or holder has acquired title pursuant to foreclosure or any proceedings in lieu of foreclosure.

(h) "The Property" shall mean and refer to the real property described as Bexley West Subdivision, Section 1, as added to and subtracted from pursuant to the provisions thereof, as is subject

to this Declaration or any Supplemental Declaration under the provisions of Article III hereof.

(i) "Lake" shall mean and refer to the Upper and Lower Beaver Ponds, hereinafter referred to collectively as "the Lake" which contains approximately fifty-five (55) acres. NOTICE: The Lake is owned as tenants in common with Bexley Association, a Virginia corporation and all matters pertaining to the Lake will be coordinated between the two associations.

(j) "Builder" shall mean and refer to the record owners (other than the Developer) whether one or more persons or entities, of the fee simple title to one or more lots for the purpose of development and resale thereof.

(k) "Restrictions" shall mean and refer to any restrictions affecting the Property or any portion thereof imposed by duly recorded instrument.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot except a Builder shall be a Member of the Association, provided, however, that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member, unless and until such person or entity has succeeded to such Owner's interest by enforcement of such security interest. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. The Association shall have three (3) classes of voting membership:

(a) Class A. Class A members shall be all Lake front Lot Owners (with the exception of any Builder and the Developer) and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot all 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. For matters pertaining to the Lake, Class A members shall be entitled to one vote per lot owned, provided, however, that each lake front lot owner shall be entitled to that number of votes permitting a total voting power of said Lake front owners to be at least 51% of the overall membership and votes cast at a given time shall be based on the total lake front lot owner membership as of that date. With respect to the rules and regulations from time to time adopted for the use of the Lake by the members, such rules shall be voted upon by Class A members only. For matters altering the rights of Class B members to use or have access to the Lake a fifty-one percent (51%) vote of all classes of membership combined is required.

(b) Class B. Class B members shall be all Lot Owners of non-Lake front lots (with the exception of any Builder and the Developer) and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot all 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. For matters pertaining to the Lake, Class "B" members shall be entitled to vote on the basis of one-half (1/2) vote for each lot owned, provided, however that with respect to the

rules and regulations from time to time adopted for the use of the Lake by members, such rules shall be voted upon the Class A members only.

(c) Class C. The Class C member shall be the Developer, and shall be entitled to a total number of votes equal to the total number of votes of all Class A and Class B members plus one, so that the Developer will have a number of votes equal to a majority of the total votes of all members of the Association. The Class C membership shall cease and terminate at such time as the Developer has no rights or interest in The Property, but shall, in any case, terminate on the tenth (10th) anniversary of the date of this Declaration.

ARTICLE III

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Description. The real property subject to this Declaration is all that property located in Chesterfield County, Virginia, and described as Baxley West Subdivision, Section 1, including the Lake.

Section 2. Additions to The Property by the Association. Additional land may be annexed to The Property with the assent of two-thirds (2/3) of the Class A membership and the Class B membership, if any, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than fifty (50) days in advance of the meeting setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast sixty percent (60%) of the votes of each class of member-

ship shall constitute a quorum. If the required quorum is not forthcoming at any such meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. Such annexation shall be effectuated by filing for record in the Clerk's Office, Circuit Court, Chesterfield County, Virginia, a Supplemental Declaration with respect to such additional land.

Section 3. Additions to The Property by Developer. Notwithstanding the provisions of Section 2 of this Article III, if while the Developer is a Class C member, the Developer should choose to develop additional lands contiguous to or in the proximate vicinity of The Property, the Developer may annex such additional lands to The Property at any time prior to the expiration of ten (10) years after the date of this Declaration, without the assent of the Class A or Class B members, by duly recorded Supplemental Declaration with respect to such additional lands.

Section 4. Mergers. Upon a merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to such surviving or consolidated association, or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger; provided, however, that such merger shall have been approved by the vote of two-thirds (2/3) of the Class A and Class B membership and the assent of the Class C

membership, if any, at a meeting duly called for such purpose, in accordance with the provisions of Section 2 of this Article III. The provisions of Section 2 of this Article III with respect to notice, quorum, adjournment and proxies shall apply to any vote required under this Section.

Section 5. Other Additions. Upon approval in writing of the Association pursuant to a majority vote of its Class A and Class B members and the assent of any Class C member, the owner of any property who desires to add it to the scheme of this Declaration and subject it to the jurisdiction of the Association, may file for record in the aforesaid Clerk's Office a Supplementary Declaration so effecting the same.

Section 6. Effect of Annexation. In the event that any additional lands are annexed to The Property pursuant to Section 2, Section 3 or Section 5 of this Article III, (a) such additional lands shall be considered within the definition of "The Property" for all purposes of this Declaration, and (b) all voting of each class of the membership of the Association, and all voting by the Owners hereunder, shall be aggregated, it being intended that any voting requirements need not be fulfilled separately for the real property described in a Supplemental Declaration.

Section 7. Common Area. At any time and from time to time, the Developer shall have the power to designate a portion of the Property (which has not been conveyed to an Owner or Builder) or other property as a "Common Area" by preparing and filing for record a Supplement to this Declaration.

Section 8. Additions to Common Areas by the Association.

Additional land may be annexed to Common Areas pursuant to the assent of two-thirds (2/3) of the Class A and Class B membership and the assent of the Class C member, if any, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than fifty (50) days in advance of the meeting setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast sixty percent (60%) of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. Such annexation shall be effectuated by filing for record in the Clerk's Office, Circuit Court, Chesterfield County, Virginia, A Supplemental Declaration with respect to such additional land.

Section 9. Contractions of the Property by the Developer. As long as the Developer owns any portion of the Property and such portion (i) has not been subdivided pursuant to the ordinances of Chesterfield County or (ii) if so subdivided, no lot thereof has been sold and the Developer has vacated the subdivision plat in connection therewith, if any, the Developer may withdraw any such portion of the Property from the provisions of this Declaration by filing a supplement hereto in the appropriate clerk's office.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON AREAS

Section 1. Owner's Easements of Enjoyment. Subject to the provisions of Section 3 of this Article IV, every Owner shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Title to Common Areas. The Developer shall retain the legal title to the Common Areas until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association shall be able to maintain the same. At such time, the Developer shall convey title to such Common Areas by deed, or deeds, and the Association shall be obligated to accept same; provided, however, that, in any event, title to all of the Common Areas (including improvements thereon) shall automatically vest in the Association ten (10) years from the date hereof.

Section 3. Extent of Members' Easement. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) the right of the Association, in accordance with its Charter and By-Laws, to borrow money for the purpose of improving the Common Areas and in aid thereof to mortgage the property owned by the Association and the rights of such mortgagee in such property shall be subordinate to the rights of the Owners hereunder, provided, however, that no such borrowing or mortgaging shall be made unless approved by the vote of two-thirds (2/3) of the Class A and Class B membership and the assent of the Class C member, if any, at a meeting duly called for

such purpose, in accordance with the provisions of Section 2 of Article III. The provisions of Section 2 of Article II with respect to notice, quorum, adjournment and proxies shall apply to any vote required under this Section 3(a):

(b) the right of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosure;

(c) the right of the Association, as provided in its Charter and By-Laws, to suspend the enjoyment rights of any Member in the recreational facilities for any period during which any assessment remains unpaid, and for any period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(d) the right of the Association to charge reasonable admission and other fees for the use of the Common Areas.

(e) the right of the Association to dedicate or transfer all or any part of its interests in the Common Areas (subject to the easement created in Article VI, Section 2) to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication or transfer, or determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes of the Class A and Class B membership and the assent of the Class C member, if any, has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the action is sent to every member not less than thirty (30) days nor more than fifty (50) days in advance of any action taken; and

(f) the right of the Developer prior to the conveyance of the fee interest in the Common Areas to the Association, and of the Association, to grant and preserve easements and rights-of-way through, under, over and across the Common Areas, for the installation, maintenance and inspection of the lines and appurtenances for public or private water, sewer, drainage, gas, electricity, telephone, and other utilities; and

(g) the right of the Association to adopt rules and regulations governing the use by the Owners of the Common Areas and implement any necessary enforcement measures in connection therewith, including the right to suspend any individual's rights and privileges therein for repeated violation of said rules and regulations.

Section 5. Obligations of the Association. The Association (a) shall operate and maintain, for the use and benefit of all members of the Association, all Common Areas and facilities and improvements developed thereon and (b) shall maintain, mow the grass on, and replace all dead or destroyed original landscaping on, all Common Areas.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Person's Obligation of Assessments. The Developer, for itself and its successors and assigns, and for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed or other transfer document therefor whether or not it shall be so expressed in such deed or other transfer document, is deemed to covenant and agree, to pay to

the Association: (1) an initiation fee of \$1,200.00 payable at settlement, (2) annual assessments or charges, and (3) special assessments for capital improvements and operating, repair and replacement reserve funds, such assessments to be fixed, established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fee, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment together with interest, costs, and reasonable attorney's fee, 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 the Owner's successors in title (other than as a lien on the land) unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Lot owners and, in particular, for the improvement and maintenance of the Common Areas and the Lake, and for services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement, and additions thereto, for the cost of labor, equipment, materials, management and supervision thereof, and for the maintenance of operating reserve funds and reserve funds for repair and replacement of the Common Areas and the facilities thereon.

Section 3. Basis and Maximum Annual Assessments.

(a) Commencing January 1, 1987 and until changed by the Board of Directors as herein provided, the annual assessment imposed upon each Member of the Association shall be at the rate of Four-Hundred-and-Twenty-Five-Dollars (\$425.00) per Lot owned by such Class A Member and Three-Hundred-and-Twenty-Five-Dollars (\$325.00) per lot owned by such Class B member. The budgeted allocation for the assessments is seventy-five dollars (\$75.00) for maintenance of the common areas to include the entrance; two-hundred and fifty dollars (\$250.00) for pool and club house maintenance and the additional one-hundred dollars (\$100.00) paid by Class A members for maintenance of the lake. The annual assessment may be increased as hereinafter provided in Section 4 of this Article V.

(b) The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the annual assessment for any year in an amount below the maximum annual assessment set forth in Section 3(a), as the same may be increased pursuant to Section 4 of this Article V, and may provide for the payment of such assessment on a quarterly basis, rather than in annual installments, if it deems desirable. It shall be an affirmative obligation of the Association and its Board of Directors to fix such assessments at an amount sufficient to maintain and operate the Common Areas and facilities and to provide reserves for the operating, repair and replacement of the Common Areas and facilities.

Section 4. Change in Maximum of Annual Assessments. The Board of Directors of the Association may, without a vote of the members of the Association, prospectively increase the maximum of the annual assessments [fixed by Section 3(a) hereof] to an amount which is the greater of (i) twenty-five percent (25%) above the annual assessment for the previous year or (ii) the annual assessment fees stated in the Section 3(a) of this Article V. The Association may prospectively increase the maximum of the assessments above the amount permitted pursuant to the preceding sentence, provided that any such change shall have the assent of two-thirds (2/3) of the Class A and Class B members in person or by proxy and the Class C member, if any, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than fifty (50) days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Special Assessments for Capital Improvements and Operating Reserves. In addition to the annual assessments authorized by Section 3 of this Article V, the Association may levy in any assessment year a special assessment (which must be fixed at one uniform rate for each lot) applicable to that year only, for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto, and for operating the Common Areas, for which a reserve fund does not exist or is not adequate provided that any such assessment shall have the assent of two-thirds

(2/3) of the votes of Class A or Class B members in person or by proxy and the Class C member, if any, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than fifty (50) days in advance of the meeting setting forth the purpose of the meeting.

Section 6. Quorum for any Action Authorized Under Sections 4 and 5. The quorum required for any action authorized by Sections 4 and 5 of this Article V shall be as follows: At the first meeting called, as provided in Sections 4 and 5 of this Article V, the presence at the meeting of members or of proxies, entitled to cast sixty percent (60%) of the Class A and Class B votes and a representative of the Class C member, if any. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4 and 5, and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that such subsequent meeting shall not be held more than sixty (60) days following the preceding meeting and the Class B member (if any) must be represented. In the event that two-thirds (2/3) of the Class A and Class B membership or a representative of the Class C member (if any) are not present in person or by proxy, members not present may give their written assent to the action taken thereat.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments as to any Lot shall commence on the conveyance of such Lot from the Developer or a Builder to an Owner and shall be due and payable thereafter on the first day of each calendar

year thereafter unless the assessments are required by the Board of Directors to be paid quarterly, in which event they shall be due and payable thereafter on the first day of January, April, July and October. Commencing with any such conveyance, the new Owner shall be responsible for a pro rata portion of the annual assessment for the current year and such assessment may be collected at settlement by the Developer or Builder and forwarded to the Association to the credit of such Owner's account. The due date of any special assessment under Section 5 thereof shall be fixed in the resolution authorizing such assessment.

Section 8. Duties of the Board of Directors. In the event of any change in the annual assessment as set forth herein, the Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The Association shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid, or the amount of any unpaid assessment. A reasonable charge may be made by the Association for the issuance of such certificate. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Non-Payment of Assessment. The Personal Obligation of the Owner: The Lien; Remedies of Association. If any assessment is not paid on the date when due (as specified in Sections 7 and 8 hereof), then such assessment shall be deemed delinquent and shall, together with such interest thereon and cost of collection thereof as are hereinafter provided, continue as a lien on the Lot which shall bind such Lot and the then Owner, his heirs, devisees, personal representatives, successors and assigns. In addition to such lien rights, the personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation and shall not pass to his successors in title (other than as a lien on the land) unless expressly assumed by them. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum and the Association may bring legal action against the Owner personally obligated to pay the same or may enforce or foreclose the lien against the property; and in the event a judgment is obtained, such judgment shall include interest on the assessments above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action. No Owner of a Lot may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his or its Lot.

Section 10. Subordination of the Lien to First Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage on the Lot. Sale or transfer of any

Lot shall not affect the assessment lien. However, the sale or transfer of any Lot by foreclosure of any first mortgage on the Lot, or any proceeding in lieu thereof, shall extinguish the lien for 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.

Section 11. Exempt Property. The following portion of the Property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) all properties dedicated to and accepted by a governmental body, agency or authority, and devoted to public use; (b) all Common Areas; (c) all Lots owned by the Developer or a Builder; and (d) all properties owned by any charitable or nonprofit organization exempt from taxation under the laws of the State of Virginia, except any such property used for dwelling purposes.

Section 12. Refund. It shall be the duty of the Board of Directors to attempt to provide tax exempt status for the Association and favorable tax treatment of its assets. and to this end, it may be necessary for the Board of Directors to determine prior to the end of each fiscal year if the Association has collected during the course of the fiscal year an excess of revenues over expenses and required reserves and thereafter to refund said excess pro rata to the Lot Owners of record on December 1st of said fiscal year, the fiscal year being the calendar year, or Lot Owners of record 30 days before the end of a non-calendar fiscal year, said refund to be made prior to the end of the fiscal year; provided, however, that in any event a

depreciation reserve may be maintained equal to or less than allowable deductible depreciation for each fiscal year, and may be accumulated, it being the express intent of this paragraph to (1) maintain non-profit status, (2) avoid liability for federal income tax, and (3) refund owners for any excess assessments.

The above restriction shall not apply to special assessments for capital improvements in accordance with Section 5 of this Article V.

Section 13. Deficiency. Until the earlier of (i) January 1, 1987 or (ii) such time as the Developer reasonably determines that the membership of the Association is sufficient to fulfill all of the monetary obligations of the Association without exceeding the initial maximum annual assessment per Lot set forth herein, the Developer agrees to underwrite the expenses of the Association.

ARTICLE VI

RESTRICTIONS FOR THE LAKE

Section 1. The following covenants, restrictions and conditions shall be applicable to Upper and Lower Beaver Ponds, hereinafter referred to collectively as "the Lake", and to all residential lots in Bexley West subdivision contiguous thereto.

The Lake is expressly for the purpose of boating, sailing, canoeing, fishing, ice skating or similar recreational uses, all as from time to time prescribed and limited by the Bexley West Lake Association.

Section 2. At least one access point shall be provided and maintained in a safe and acceptable condition. "Access point" shall mean an area established for the launching of boats and such other activities as may be prescribed by the Association.

Section 3. Access to and use of the Lake shall be limited to the members of the Association and their immediate families, hereby described as being those persons residing on the premises, domestic help excluded (except when functioning in official capacity for employers), and their guests, provided, however, nothing herein shall be construed as granting an easement of access to the Lake over any lot abutting thereon. Owners must be present when guests are using the Lake both from the shore and in a boat. Only boats owned by Bexley West property owners are allowed on the Lake.

Section 4. Guests shall be permitted use of the Lake only when personally accompanied by persons who are members of the Association or a member of the immediate family as described in Section 3 above.

Section 5. ~~The Lake shall be used only for the purposes of~~ boating, sailing, canoeing, fishing, ice skating or similar recreational uses, all as from time to time prescribed, regulated and limited by the Owner.

Section 6. All Virginia game and fishing laws shall apply to the use of the Lake.

Section 7. Water craft having a length of more than 18 feet shall not be permitted on the Lake. No boat, water craft or flotation device shall be anchored or stored on the Lake.

Section 8. No water craft with a gasoline-powered or other internal combustion engine, either outboard or inboard, shall be permitted to use the Lake. Water craft with an electric motor shall be permitted to use the Lake provided the maximum voltage of such motor does not exceed 12 volts.

Section 9. No pier, net, stake, line or other structure shall be constructed on or in any way maintained within the Lake except with the prior approval of the Architectural Control Committee. No docks shall be allowed. No owner of property adjacent to the Lake shall have any right (riparian or otherwise) in the Lake for boating, sailing, canoeing, fishing, ice skating, related sports or otherwise, except as is stated herein and otherwise permitted by the Owner.

Section 10. No commercial use shall be made nor shall anything be done on or about the Lake that may be or become an annoyance or nuisance to the owners of the property adjacent to the Lake.

Section 11. No alcoholic beverages shall be consumed on the Lake.

Section 12. No domesticated waterfowl or livestock shall have access to, be set upon or maintained on the Lake.

Section 13. No water shall be pumped or otherwise taken from the Lake for any purposes except:

- (a) The Association may from time to time lower the level of the Lake for purposes of maintenance and/or repair.
- (b) The Owner shall have the right and privilege of pumping or withdrawing water from the Lake from time to time but only so long as the water level of such Lake shall be above the 160⁰ contour line above mean sea level for the part of the Lake known as Upper Beaver Pond and above 168⁰ for Lower Beaver Pond.
- (c) The County of Chesterfield and/or the owner shall have the right to draw down the level of the Lake for installation and/or repair of utility lines.

Section 14. No bottles, trash, cans, garbage or refuse of any kind or description shall be put or placed on or into the Lake.

Section 15. Each owner shall keep his land adjoining the Lake neat, clean and free of trash, debris and any unsightly items.

Section 16. Use of the Lake shall be limited to daylight hours, generally from sunrise to sunset.

Section 17. Notwithstanding any other provision of these restrictions that may be to the contrary, the owner of the lots abutting on the Lake shall have the right to bulkhead the shoreline (or property line) to stabilize such shoreline and to backfill beyond such bulkhead, provided (i) such owner shall obtain the prior written approval of the Architectural Control Committee designated herein, including approval of detailed plans and specifications thereof; and (ii) the actual metes and bounds of such shoreline shall not be changed or altered.

ARTICLE VII

MISCELLANEOUS

Section 1. Enforceability. Enforcement shall be by proceedings at law or in equity, either to restrain violation or to recover damages against any person or persons violating or attempting to violate any covenant. If no such proceedings be instituted within sixty (60) days of the occurrence of any such violation, then it shall be conclusively presumed in any legal proceedings that the violation or attempted violation has been waived by all parties owning or having any interest in lots on the property whether or not such parties have actual notice of said violation or attempted violation.

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

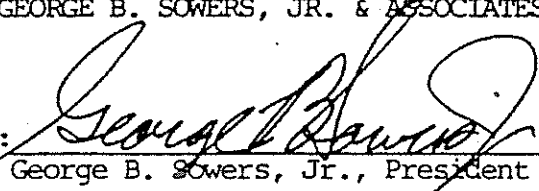
Section 3. Duration. These provisions are to run with the land and shall be binding on all parties owning portions of the Property and all persons claiming under them for a period of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for additional periods of ten (10) years each unless an instrument signed by a majority of the then owners of lots has been recorded.

Section 4. Amendment. This Declaration may be modified or amended by duly recorded instrument signed by eighty percent (80%) of the then owners of the Lots and the Owner, as long as it retains any interest in the Property, unless otherwise provided herein.

IN WITNESS THEREOF, Bexley Associates of Richmond, Inc., has caused this instrument to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers.


GEORGE B. SOWERS, JR. & ASSOCIATES, INC.

BY:


George B. Sowers, Jr., President

BEXLEY ASSOCIATES OF RICHMOND, INC.

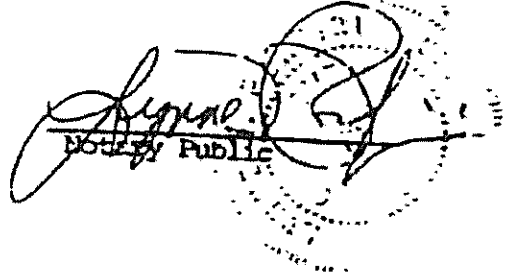
BY:


Bob E. Hodges, Vice President

State of Virginia
City of Richmond, to-wit:

The foregoing instrument was acknowledged before me this 7th day
of October, 1986 by George B. Sowers, Jr., President of George B.
Sowers, Jr. & Associates, Inc. and Bob E. Hodges, Vice President of
Bexley Associates of Richmond, Inc.

My commission expires 6.19.89


Notary Public

VIRGINIA:
IN THE CLERK'S OFFICE OF THE CIRCUIT
COURT OF CHESTERFIELD COUNTY, THE 14 DAY
OF OCT 1986, THIS DEED WAS PRESENTED
AND WITH THE CERTIFICATE...., ADMITTED TO
RECORD AT 11:11 O'CLOCK. THE TAX IMPOSED
BY SECTION 58.1-802 IN THE AMOUNT OF
\$.02 HAS BEEN PAID.

TESTE: RONALD P. LIVINGSTON, CLERK

3688
0590

BOOK 3688 PAGE 590

#6 The Committee shall consist of three persons: Bruce Weinert, Charley Conrad and Carol Anderson. The Committee shall not be entitled to compensation for their activities hereunder. The Committee may designate a representative or chairman to act in its behalf and such representative shall not be entitled to compensation for his activities hereunder. Upon the resignation of any member of the Committee, the remaining members may appoint a replacement provided such replacement is a) a resident of Bexley West and a member of the Bexley West Community Association or successor association; b) is approved in writing by the President of the Bexley West Community Association or successor association.

EXHIBIT "A"

#13 Permitted roofing materials are:

- a) cedar shake, natural wood product;
- b) natural slate quarried stone;
- c) fiber-cement roofing shingles, man-made cement based fiber reinforcement roofing material;
- d) reinforced concrete roofing tile, man-made concrete roofing tile (Hendrix Tile or similar product);
- e) clay roofing tile, fired clay products; and
- f) dimensioned roofing shingle with a minimum weight of 450 pounds per square, fiberglass reinforced asphalt shingle consisting of a minimum of three (3) layers of fiberglass reinforced asphalt material laminated into one shingle to achieve a shadow or three dimensional effect when viewed from the street.

Any other type of roofing material is excluded without the prior written approval of the Architectural Control Committee.

Mail to: Spotts, Smith, Fain & Davis, P.C.
411 E. Franklin Street, Suite 601
Richmond, VA 23219

BOOK 3688 PAGE 587

5678
14-25
091123

BEXLEY WEST
SECTION 1
AMENDMENT TO DECLARATION OF RESTRICTIONS

THIS AMENDED DECLARATION is made and executed the 18th day of August, 1999, by the **BEXLEY WEST ARCHITECTURAL CONTROL COMMITTEE** (the "Committee") and the **BEXLEY WEST COMMUNITY ASSOCIATION** ("the Association"), an unincorporated association, collectively known as the "GRANTORS", and hereby states as follows:

WHEREAS, after due notice, 80% of the members of the Association have expressed in writing, pursuant to the signatures attached hereto as Exhibit "A", a desire to amend a) item #6 of the Bexley West Section 1, Declaration of Restrictions, as recorded in Deed Book 1805, Page 1074 of the records of the Circuit Court of Chesterfield County, Virginia (the "Restrictions"), in order to allow for successor members of the Architectural Control Committee and b) item #13 of the Restrictions as recorded in Deed Book 1805, Page 1079 of the records of the Circuit Court of Chesterfield County, Virginia, in order to revise the type of roofing materials allowed in the neighborhood, and

WHEREAS the Association and the Committee have met and voted to support the desired amendments.

NOW, THEREFORE, be it resolved that item #6 and item #13 of the Restrictions shall be amended as shown on the attached Exhibit "B".

In all other respects, the Restriction shall remain in full force and effect.

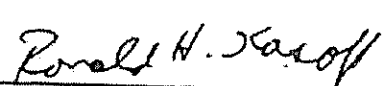
Witness the following signatures and seals this 18th day of August 1999.

WITNESS


Diana Edwards

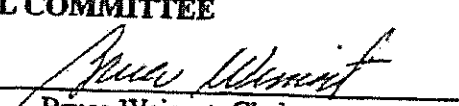
BEXLEY WEST COMMUNITY ASSOCIATION

By:


Ronald Kasoff, President

BEXLEY WEST ARCHITECTURAL
CONTROL COMMITTEE

By:


Bruce Weinert, Chairman

COMMONWEALTH OF VIRGINIA
COUNTY OF CHESTERFIELD, to-wit.

The foregoing instrument was acknowledged before me this 18th day of August
1999, by Ronald Kasoff as President of the Bexley West Community Association.

My commission expires: 5/31/02


Notary Public

COMMONWEALTH OF VIRGINIA
COUNTY OF CHESTERFIELD, to-wit.

The foregoing instrument was acknowledged before me this 18th day of August
1999, by Bruce Weinert as Chairman of the Bexley West Architectural Control
Committee.

My commission expires: 5/31/02


Notary Public

MAILED TO:
Ayers & ayers
3-4-88

BOOK 1931 PAGE 949

BEXLEY WEST

Section II

Declaration of Restrictions

WHEREAS, Hamilton Development Company, a Virginia Corporation, ("owner"), is the owner of all those certain lots in Bexley West Subdivision, Section II, Clover Hill District, Chesterfield County, Virginia, shown on a plat made by Balzer and Associates dated December 4, 1987 and recorded January 13, 1988 in the Clerk's Office, Circuit Court, Chesterfield County, Virginia in Plat Book 60, Page 10, ("the property"), and desires that said property be held, owned, conveyed, used and occupied subject to the restrictive covenants recorded for Bexley West, Section I, in its Declaration of Restrictions at Deed Book 1805, beginning at Page 1072 in the aforementioned Clerk's Office;

NOW THEREFORE, the owner does hereby incorporate by reference the aforementioned restrictive covenants in their entirety which shall run with the land by this Declaration of Restrictions made and executed this 25th day of February, 1988.

Hamilton Development Company, Inc.

By: Bob E. Hodges, Sr.
Bob E. Hodges, Sr., President

STATE OF VIRGINIA

CITY OF RICHMOND, to-wit:

The foregoing instrument was acknowledged before me this 25th day of February, 1988, by Bob E. Hodges, Sr., President of Hamilton Development Company, Inc.

My commission expires: 6/3/90

[Signature]
Notary Public

VIRGINIA:

IN THE CLERK'S OFFICE OF THE CIRCUIT
COURT OF CHESTERFIELD COUNTY, THE 3 DAY
OF MAR 1988, THIS DEED WAS PRESENTED
AND WITH THE CERTIFICATE...., ADMITTED TO
RECORD AT 15:17 O'CLOCK. THE TAX IMPOSED
BY SECTION 58.1-802 IN THE AMOUNT OF
\$.00 HAS BEEN PAID.

TESTE: RONALD P. LIVINGSTON, CLERK

RETURN TO:
AYERS & AYERS
710 N. HAMILTON STREET
RICHMOND, VA 23221-2035

10-7-88

DECLARATION OF RESTRICTIONS PAGE 1925

BEXLEY WEST

Section III

Declaration of Restrictions

WHEREAS, Hamilton Development Company, a Virginia corporation, ("owner"), is the owner of all those certain lots in Bexley West Subdivision, Section III, Clover Hill District, Chesterfield County, Virginia, shown on a plat made by Balzer & Associates, Inc. dated July 20, 1988 and recorded September 9, 1988 in the Clerk's Office, Circuit Court, Chesterfield County, Virginia in Plat Book 62, pages 96 and 97, ("the property"), and desires that said property be held, owned, conveyed, used and occupied subject to the restrictive covenants recorded for Bexley West, Section I, in its Declaration of Restrictions at Deed Book 1805, beginning at page 1072 in the aforementioned Clerk's Office;

NOW THEREFORE, the owner does hereby incorporate by reference the aforementioned restrictive covenants in their entirety which shall run with the land by the Declaration of Restrictions made and executed this 23rd day of September, 1988.

HAMILTON DEVELOPMENT COMPANY,
a Virginia corporation

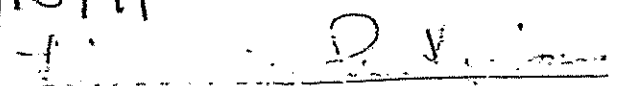
BY: 

Bob E. Hodges, Sr., President

STATE OF VIRGINIA
CITY OF RICHMOND, to-wit:

The foregoing instrument was acknowledged before me this 23rd day of September by Bob E. Hodges, Sr., President of Hamilton Development Company, a Virginia corporation.

My commission expires: 7/15/91


Notary Public

LAW OFFICES
AYERS & AYERS
HAMILTON PROFESSIONAL
BUILDING
N. HAMILTON STREET
RICHMOND, VIRGINIA
(804) 358-4731

BEXLEY WEST COMMUNITY ASSOCIATION
AMENDMENT TO DECLARATION OF COVENANTS

Pursuant to Article VII, Section 4 of the Declaration of Covenants, Article V, Section 1 of the Declaration of Covenants is amended to provide that the initiation fee of \$1,200 shall be reduced to \$50 effective upon the recordation of this amendment.

Set forth in Exhibit A, attached hereto, are the signatures of more than eighty percent (80%) of the Lots.

BEXLEY WEST COMMUNITY ASSOCIATION, INC.

By: Joseph Vanderhoff
Joseph Vanderhoff, President

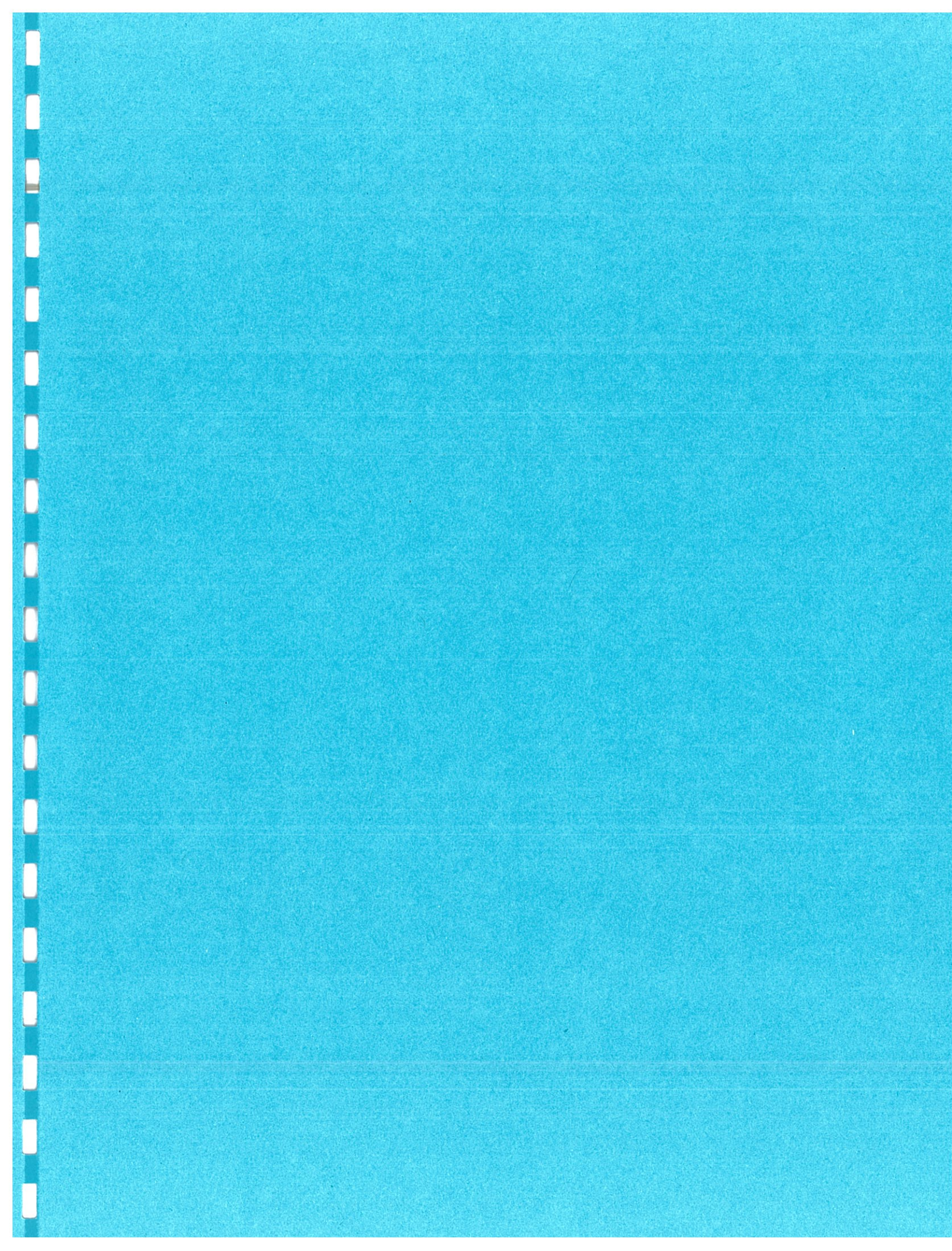
STATE OF VIRGINIA : Richmond
COUNTY OF :

The foregoing instrument was acknowledged before me the 20 day of December, 1991 by JOSEPH VANDERHOFF, President of the Bexley West Community Association, Inc.

My Commission expires My Commission Expires April 3, 1992

Eileen D. Womble
Notary Public

Formerly
Commissioner
as Eileen D. Cook



CIRCUIT COURT CLERK
CHESTERFIELD CO., VA.AMENDMENT TO THE BEXLEY WEST SECTION 1
DECLARATION OF RESTRICTIONS

THIS AMENDMENT to the Bexley West Section 1 Declaration of Restrictions is made this 19th day of October, 2003, by the record owners of lots in Bexley West Section 1.

WITNESSETH:

WHEREAS, Bexley West Section 1 was created by the Bexley West Section 1 Declaration of Restrictions ("Declaration"), recorded in Deed Book 1805, Page 1072 on October 14, 1986, in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, as amended;

WHEREAS, pursuant to Paragraph 27 of the Declaration, the Declaration may be amended by "duly recorded instrument signed by eighty percent (80%) of the then owners of the Lots and the Owner [declarant], as long as it retains any interest in the Property....";

WHEREAS, the lot owners which comprise at least 80% of the recorded owners of the lots in Bexley West Section 1 have provided their written agreement to this Amendment, as evidenced by their signatures included in Exhibit A to this Amendment; and

NOW, THEREFORE, in accordance with the amendment provision contained therein, the Bexley West Section 1 Declaration of Restrictions is hereby amended to add the following language:

1. *This Declaration of Restrictions is amended by adding a new provision titled: 28. Declaration of Covenants, so that the amended version of the new Section 28, in its entirety, reads as follows:*

28. Declaration of Covenants. All lots subject to this Declaration of Restrictions shall also be held, owned, conveyed, used, and occupied subject to the Bexley West Community Association Declaration of Covenants, recorded in Deed Book 1805, Page 1082 on October 14, 1986, in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, as amended, in its entirety ("Declaration of Covenants"), which shall run with the land. In addition, all lot owners shall be subject to the Declaration of Covenants.

2. In all other respects, the Declaration remains unchanged and in full force and effect, and this Amendment shall be effective as of the date and hour it is recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia.

IN WITNESS WHEREOF, the Board of Directors of the Bexley West Community Association,

EMILY E. BARNES, Clerk
#101, GLEN ALLEN, VA 23059

Inc. ("Association") has caused this Amendment to the Declaration to be executed in its name on behalf of the record owners of lots in Bexley West Section 1, following the adoption of this Amendment pursuant to the requisite written approval of the record owners of lots in Bexley West Section 1.

BEXLEY WEST COMMUNITY ASSOCIATION, INC.

By: *FX Wagner*

President

CERTIFICATION

I, the undersigned, do hereby certify:

I am the duly elected and acting President of the Bexley West Community Association, Inc., a Virginia property owners' association located in Chesterfield County, Virginia, established pursuant to the Bexley West Community Association Declaration of Covenants, recorded in Deed Book 1805, Page 1082 on October 14, 1986, in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia. Further, that the foregoing constitutes the Amendment to the Declaration of Restrictions as duly adopted by the required written approval and consent of the recorded lot owners of Bexley West Section 1. In witness whereof, I have hereunto subscribed my name and affixed the seal of the Bexley West Community Association, Inc., this 19th day of October, 2003.

FX Wagner
President

Bradley Boveridge
Secretary

**COMMONWEALTH OF VIRGINIA
COUNTY OF CHESTERFIELD**

On this 19th day of October, 2003, before me, Leslie Ann Conrad, the undersigned notary public, personally appeared Francis X. Wagner, the President of the Bexley West Community Association, Inc., a Virginia non-stock corporation, on behalf of the corporation, and who is known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same for the purposes therein contained.

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

Leslie Ann Conrad
Notary Public

My commission expires: 5/31/06

COMMONWEALTH OF VIRGINIA
COUNTY OF CHESTERFIELD

On this 19th day of October, 2003, before me, Leslie Ann Conrad, the undersigned notary public, personally appeared Brady Beveridge, the Secretary of the Bexley West Community Association, Inc., a Virginia non-stock corporation, on behalf of the corporation, and who is known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same for the purposes therein contained.

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


Notary Public

My commission expires: 5/31/06

EXHIBIT A

Signatures of Bexley West Section 1 lot owners

JUN 23 12 31

043808

AMENDMENT TO THE BEXLEY WEST SECTION 2
DECLARATION OF RESTRICTIONS

CIRCUIT COURT CLERK
CHESTERFIELD CO., VA

THIS AMENDMENT to the Bexley West Section 2 Declaration of Restrictions is made this 31st day of July, 2003, by the record owners of lots in Bexley West Section 2.

WITNESSETH:

WHEREAS, Bexley West Section 2 was created by the Bexley West Section 2 Declaration of Restrictions, recorded in Deed Book 1931, Page 949 on March 3, 1988, in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, which instrument incorporated by reference the Bexley West Section 1 Declaration of Restrictions ("Declaration"), recorded in Deed Book 1805, Page 1072 on October 14, 1986, in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, as amended;

WHEREAS, pursuant to Paragraph 27 of the Declaration, the Declaration may be amended by "duly recorded instrument signed by eighty percent (80%) of the then owners of the Lots and the Owner [declarant], as long as it retains any interest in the Property....";

WHEREAS, the lot owners which comprise at least 80% of the recorded owners of the lots in Bexley West Section 2 have provided their written agreement to this Amendment, as evidenced by their signatures included in Exhibit A to this Amendment; and

NOW, THEREFORE, in accordance with the amendment provision contained therein, the Bexley West Section 1 Declaration of Restrictions is hereby amended to add the following language:

1. *This Declaration of Restrictions is amended by adding a new provision titled: 28. Declaration of Covenants, so that the amended version of the new Section 28, in its entirety, reads as follows:*

28. Declaration of Covenants. All lots subject to this Declaration of Restrictions shall also be held, owned, conveyed, used, and occupied subject to the Bexley West Community Association Declaration of Covenants, recorded in Deed Book 1805, Page 1082 on October 14, 1986, in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, as amended, in its entirety ("Declaration of Covenants"), which shall run with the land. In addition, all lot owners shall be subject to the Declaration of Covenants.

2. In all other respects, the Declaration remains unchanged and in full force and effect, and this

Amendment shall be effective as of the date and hour it is recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia.

IN WITNESS WHEREOF, the Board of Directors of the Bexley West Community Association, Inc. ("Association") has caused this Amendment to the Declaration to be executed in its name on behalf of the record owners of lots in Bexley West Section 2, following the adoption of this Amendment pursuant to the requisite written approval of the record owners of lots in Bexley West Section 2

BEXLEY WEST COMMUNITY ASSOCIATION, INC.

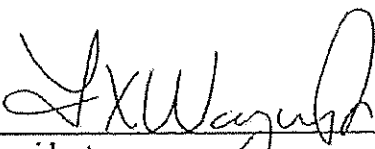
By: 


President

CERTIFICATION

I, the undersigned, do hereby certify;

I am the duly elected and acting President of the Bexley West Community Association, Inc., a Virginia property owners' association located in Chesterfield County, Virginia, established pursuant to the Bexley West Community Association Declaration of Covenants, recorded in Deed Book 1805, Page 1082 on October 14, 1986, in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia. Further, that the foregoing constitutes the Amendment to the Declaration of Restrictions as duly adopted by the required written approval and consent of the recorded lot owners of Bexley West Section II. In witness whereof, I have hereunto subscribed my name and affixed the seal of the Bexley West Community Association, Inc., this 31st day of July, 2003.



President


Secretary

COMMONWEALTH OF VIRGINIA
COUNTY OF CHESTERFIELD

On this 31st day of July, 2003, before me, Leslie Ann Conrad, the undersigned notary public, personally appeared Francis X. Wagner, the President of the Bexley West Community Association, Inc., a Virginia non-stock corporation, on behalf of the corporation, and who is known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same for the purposes therein contained.

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


Notary Public

My commission expires: 5/31/06

COMMONWEALTH OF VIRGINIA
COUNTY OF CHESTERFIELD

On this 31st day of July, 2003, before me, Leslie Ann Conrad, the undersigned notary public, personally appeared Brady Beveridge, the Secretary of the Bexley West Community Association, Inc., a Virginia non-stock corporation, on behalf of the corporation, and who is known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same for the purposes therein contained.

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


Notary Public

My commission expires: 5/31/06

150075177500000

Tax ID #'s Attached as Exhibit B

BOOK 5814 PAGE 212

04 JUN 23 12 31

043809

AMENDMENT TO THE BEXLEY WEST SECTION 3
DECLARATION OF RESTRICTIONS

CIRCUIT COURT CLERK
CHESTERFIELD CO. VA

THIS AMENDMENT to the Bexley West Section 3 Declaration of Restrictions is made this 31st day of July, 2003, by the record owners of lots in Bexley West Section 3.

WITNESSETH:

WHEREAS, Bexley West Section III was created by the Bexley West Section 3 Declaration of Restrictions, recorded in Deed Book 1947, Page 1925 on October 6, 1988, in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, which instrument incorporated by reference the Bexley West Section 1 Declaration of Restrictions ("Declaration"), recorded in Deed Book 1805, Page 1072 on October 14, 1986, in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, as amended;

WHEREAS, pursuant to Paragraph 27 of the Declaration, the Declaration may be amended by "duly recorded instrument signed by eighty percent (80%) of the then owners of the Lots and the Owner [declarant], as long as it retains any interest in the Property....";

WHEREAS, the lot owners which comprise at least 80% of the recorded owners of the lots in Bexley West Section 3 have provided their written agreement to this Amendment, as evidenced by their signatures included in Exhibit A to this Amendment; and

NOW, THEREFORE, in accordance with the amendment provision contained therein, the Bexley West Section 1 Declaration of Restrictions is hereby amended to add the following language:

1. *This Declaration of Restrictions is amended by adding a new provision titled: 28. Declaration of Covenants, so that the amended version of the new Section 28, in its entirety, reads as follows:*

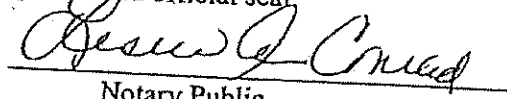
28. Declaration of Covenants. All lots subject to this Declaration of Restrictions shall also be held, owned, conveyed, used, and occupied subject to the Bexley West Community Association Declaration of Covenants, recorded in Deed Book 1805, Page 1082 on October 14, 1986, in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, as amended, in its entirety ("Declaration of Covenants"), which shall run with the land. In addition, all lot owners shall be subject to the Declaration of Covenants.

2. In all other respects, the Declaration remains unchanged and in full force and effect, and this

COMMONWEALTH OF VIRGINIA
COUNTY OF CHESTERFIELD

On this 31st day of July, 2003, before me, Leslie Ann Conrad, the undersigned notary public, personally appeared Brady Beveridge, the Secretary of the Bexley West Community Association, Inc., a Virginia non-stock corporation, on behalf of the corporation, and who is known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same for the purposes therein contained.

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


Notary Public

My commission expires: 5/31/06

04 JUL 23 12 31

043810

CIRCUIT COURT CLERK
CHESTERFIELD CO., VA.

AMENDMENT TO THE BEXLEY WEST SECTION 4
DECLARATION OF RESTRICTIONS

THIS AMENDMENT to the Bexley West Section 4 Declaration of Restrictions is made this 31st day of July, 2003, by the record owners of lots in Bexley West Section 4.

WITNESSETH:

WHEREAS, Bexley West Section IV was created by the Bexley West Section 4 Declaration of Restrictions, recorded in Plat Book 71, Page 88 on July 20, 1990, in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, which instrument incorporated by reference the Bexley West Section 1 Declaration of Restrictions ("Declaration"), recorded in Deed Book 1805, Page 1072 on October 14, 1986, in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, as amended;

WHEREAS, pursuant to Paragraph 27 of the Declaration, the Declaration may be amended by "duly recorded instrument signed by eighty percent (80%) of the then owners of the Lots and the Owner [declarant], as long as it retains any interest in the Property....";

WHEREAS, the lot owners which comprise at least 80% of the recorded owners of the lots in Bexley West Section 3 have provided their written agreement to this Amendment, as evidenced by their signatures included in Exhibit A to this Amendment; and

NOW, THEREFORE, in accordance with the amendment provision contained therein, the Bexley West Section 1 Declaration of Restrictions is hereby amended to add the following language:

1. *This Declaration of Restrictions is amended by adding a new provision titled: 28. Declaration of Covenants, so that the amended version of the new Section 28, in its entirety, reads as follows:*

28. Declaration of Covenants. All lots subject to this Declaration of Restrictions shall also be held, owned, conveyed, used, and occupied subject to the Bexley West Community Association Declaration of Covenants, recorded in Deed Book 1805, Page 1082 on October 14, 1986, in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, as amended, in its entirety ("Declaration of Covenants"), which shall run with the land. In addition, all lot owners shall be subject to the Declaration of Covenants.

2. In all other respects, the Declaration remains unchanged and in full force and effect, and this

Amendment shall be effective as of the date and hour it is recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia.

IN WITNESS WHEREOF, the Board of Directors of the Bexley West Community Association, Inc. ("Association") has caused this Amendment to the Declaration to be executed in its name on behalf of the record owners of lots in Bexley West Section 3, following the adoption of this Amendment pursuant to the requisite written approval of the record owners of lots in Bexley West Section 4.

BEXLEY WEST COMMUNITY ASSOCIATION, INC.

By: *FX Wagner*
President

CERTIFICATION

I, the undersigned, do hereby certify:

I am the duly elected and acting President of the Bexley West Community Association, Inc., a Virginia property owners' association located in Chesterfield County, Virginia, established pursuant to the Bexley West Community Association Declaration of Covenants, recorded in Deed Book 1805, Page 1082 on October 14, 1986, in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia. Further, that the foregoing constitutes the Amendment to the Declaration of Restrictions as duly adopted by the required written approval and consent of the recorded lot owners of Bexley West Section 3. In witness whereof, I have hereunto subscribed my name and affixed the seal of the Bexley West Community Association, Inc., this 31st day of July, 2003.

FX Wagner
President

Bradley B. Blevins
Secretary

COMMONWEALTH OF VIRGINIA
COUNTY OF CHESTERFIELD

On this 31st day of July, 2003, before me, Leslie Ann Conrad, the undersigned notary public, personally appeared Francis X. Wagner, the President of the Bexley West Community Association, Inc., a Virginia non-stock corporation, on behalf of the corporation, and who is known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same for the purposes therein contained.

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

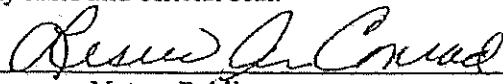
Leslie Ann Conrad
Notary Public

My commission expires: 5/31/06

COMMONWEALTH OF VIRGINIA
COUNTY OF CHESTERFIELD

On this 31st day of July, 2003, before me, Leslie Ann Conrad, the undersigned notary public, personally appeared Brady Beveridge, the Secretary of the Bexley West Community Association, Inc., a Virginia non-stock corporation, on behalf of the corporation, and who is known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same for the purposes therein contained.

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


Notary Public

My commission expires: 5/31/06

152691356900000

Tax ID #'s Attached as Exhibit 4 JUN 23 12 31

043811

BOOK 5814 PAGE 258

CIRCUIT COURT CLERK
CHESTERFIELD CO., VA.

SUPPLEMENTAL DECLARATION
OF THE BEXLEY WEST COMMUNITY ASSOCIATION
DECLARATION OF COVENANTS

This Supplemental Declaration of the Bexley West Community Association Declaration of Covenants ("Declaration") is made this 31st day of October, 2003, by the Bexley West Community Association, Inc. ("Association").

WITNESSETH:

WHEREAS, the Association is subject to the Bexley West Community Association Declaration of Covenants, which was recorded in Deed Book 1805, Page 1082, on October 14, 1986, in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, as amended;

WHEREAS, pursuant to Article III, Section 2 of the Declaration, the Association has the authority to annex additional property to be subject to the Declaration "with the assent of two-thirds (2/3) of the Class A membership and the Class B membership, if any, at a meeting duly called for this purpose....";

WHEREAS, the Association's Board of Directors (hereinafter, "Board") has learned that the Lot Owners in Sections 2, 3, and 4 of Bexley West are not formally subject to the Declaration;

WHEREAS, the Lot Owners in Sections 2, 3, and 4 of Bexley West have been participating as members of the Association since purchase of their lots, as if they were subject to the Declaration;

WHEREAS, the Board resolved that it was in the Association's best interest to formally subject Sections 2, 3, and 4, as more fully described in Exhibit A attached hereto, to the Declaration and to the jurisdiction of the Association;

WHEREAS, the required majority of owners in Sections 2, 3, and 4 have amended their Declarations of Restrictions to incorporate this Declaration and thereby expressed their consent to be subject to the Declaration and to the jurisdiction of the Association;

WHEREAS, pursuant to Article III, Section 2 of the Declaration and Article II, Sections 3 and 6 of the Bylaws of Bexley West Community Association, Inc. ("Bylaws"), the Board provided ballots and written notice of the special meeting of the Association whereby a vote of the Association's membership would be taken on the issue of whether Bexley West Sections 2, 3, and 4 should be subject to the Declaration and to the jurisdiction of the Association;

WHEREAS, pursuant to Article III, Section 2 of the Declaration, the Association provided proper notice to the Association's membership on September 8, 2003 for the duly called special meeting for the vote on this issue which was held on October 11, 2003;

WHEREAS, pursuant to Article III, Section 2 of the Declaration, a quorum was established by the presence of more than sixty percent (60%) of the votes of each class of membership in person or by proxy for the vote on October 11, 2003;

WHEREAS, pursuant to Article III, Section 2 of the Declaration, a two-thirds (2/3) majority of the votes cast at the meeting held on October 11, 2003 voted in the affirmative to add Bexley West Sections 2, 3, and 4 to the plan and operation of the Declaration and to subject them to the jurisdiction of the Association;

NOW THEREFORE, in accordance with Article II, Section 2 of the Declaration, the Association, as evidenced by the Certificate of the President of Bexley West Community Association, agrees to add Bexley West Sections 2, 3, and 4, as more fully described in Exhibit "A" attached hereto and incorporated by reference herein, to the plan and operation of the Declaration and to subject the lots in those sections to the jurisdiction of the Association, subject to the terms and conditions as follows:

1. The lots in Bexley West Sections 2, 3, and 4, as more fully described in Exhibit "A," are expressly subject to the Bexley West Community Association Declaration of Covenants, which was recorded in Deed Book 1805, Page 1082, on October 14, 1986, in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, as amended;

2. No real property whatsoever is being conveyed to the Association by virtue of this Supplemental Declaration.

3. The Association has no maintenance, repair or replacement obligations on the lots other than those which are set forth in the Declaration.

4. The effective date of this Supplemental Declaration shall be the recordation date.

5. Except as set forth herein, all of the terms and provisions of the Association's Declaration are expressly ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, a two-thirds (2/3) majority of the members of the Bexley West Community Association, Inc. have caused this Supplemental Declaration to be executed and recorded in its name on behalf of Bexley West Community Association, Inc., by its President, this 31st day of October, 2003.

BEXLEY WEST COMMUNITY ASSOCIATION, INC.

By: 
President

CERTIFICATE OF THE PRESIDENT OF
BEXLEY WEST COMMUNITY ASSOCIATION, INC.

In accordance with Article II, Section 2 of the Declaration, the President hereby certifies that the contents of the above Supplemental Declaration of the Bexley West Community Association were consented to and approved by a two-thirds (2/3) majority of the members of the Association, by person or proxy, at a meeting of the Association held on October 11, 2003 at which a quorum was present.

Attest: Brady Beveridge
 Secretary

By: FX Wagner
 President
 Bexley West Community Association, Inc.

COMMONWEALTH OF VIRGINIA
 COUNTY OF CHESTERFIELD

On this 31st day of October, 2003, before me, Leslie Ann Conrad, the undersigned notary public, personally appeared Francis X. Wagner, the President of Bexley West Community Association, Inc., known to me (or satisfactorily proven) to be the person whose name is subscribed to this instrument and acknowledged that he executed the same for the purposes therein contained.

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

Leslie Ann Conrad
 Notary Public

My Commission Expires: 5/31/06

COMMONWEALTH OF VIRGINIA
 COUNTY OF CHESTERFIELD

On this 31st day of October, 2003, before me Leslie Ann Conrad, the undersigned notary public, personally appeared Brady Beveridge, the Secretary of Bexley West Community Association, Inc. the known to me (or satisfactorily proven) to be the person whose name is subscribed to this instrument and acknowledged that he executed the same for the purposes therein contained.

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

Leslie Ann Conrad
 Notary Public

My Commission Expires: 5/31/06

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BOOK 5814 PAGE 266
043812

AMENDMENT TO THE BEXLEY WEST SECTION 5
DECLARATION OF RESTRICTIONS CIRCUIT COURT CLERK
CHESTERFIELD CO., VA.

THIS AMENDMENT to the Bexley West Section 5 Declaration of Restrictions is made this 30th day of October, 2002, by the record owners of lots in Bexley West Section 5.

WITNESSETH:

WHEREAS, Bexley West Section 5 was created by the Bexley West Section 5 Declaration of Restrictions, recorded in Deed Book 2697, Page 911 on October 13, 1995, in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, as amended (hereafter, the "Bexley West Section 5 Declaration of Restrictions");

WHEREAS, pursuant to Paragraph 28 of the Declaration, the Declaration of Restrictions may be amended, when G.B.S. Holding Ltd. no longer owns any of the subject property in Bexley West Section 5, "upon approval of a majority of the property owners....";

WHEREAS, the Declarant, G.B.S. Holding Ltd., no longer owns any property in Bexley West Section 5;

WHEREAS, over 50% of the record owners of lots in Bexley West Section 5 have provided their written agreement to this Amendment, as evidenced by their signatures included in Exhibit A to this Amendment; and

NOW, THEREFORE, in accordance with the amendment provision contained therein, the Bexley West Section 5 Declaration of Restrictions is hereby amended as follows:

1. *This Declaration of Restrictions is hereby amended by adding a new provision titled:*
29. Deletion of this Declaration of Restrictions and Adoption and Incorporation by Reference of Bexley West Section 1 Declaration of Restrictions and Bexley West Community Association Declaration of Covenants so that the amended version of the new Section 29, in its entirety, reads as follows:

29. Deletion of this Declaration of Restrictions and Adoption and Incorporation by Reference of Bexley West Section 1 Declaration of Restrictions and Bexley West Community Association Declaration of Covenants.

(a) The covenants, restrictions, and conditions contained herein in this Bexley West Section 5 Declaration of Restrictions are hereby deleted in their entirety.

(b) All lots subject to this Bexley West Section 5 Declaration of Restrictions shall now be held, owned, conveyed, used, and occupied subject to the Bexley West Section 1 Declaration of Restrictions, recorded in Deed Book 1805, Page 1072 on October 14, 1986, in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, as amended (hereafter, the "Bexley West Section 1 Declaration of Restrictions"), in its entirety, which shall run with the land. In addition, all owners of lots subject to this Bexley West Section 5 Declaration of Restrictions shall be subject to the Bexley West Section 1 Declaration of Restrictions.

(c) All lots subject to this Bexley West Section 5 Declaration of Restrictions shall also be held, owned, conveyed, used, and occupied subject to the Bexley West Community Association Declaration of Covenants, recorded in Deed Book 1805, Page 1082 on October 14, 1986, in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, as amended (hereafter, the "Bexley West Community Association Declaration of Covenants"), in its entirety, which shall run with the land. In addition, all owners of lots subject to this Bexley West Section 5 Declaration of Restrictions shall be subject to the Bexley West Community Association Declaration of Covenants.

2. The Bexley West Section 1 Declaration of Restrictions, recorded in Deed Book 1805, Page 1072 on October 14, 1986, in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, as amended, in its entirety, is hereby incorporated by reference and attached as Exhibit B hereto.

3. The Bexley West Community Association Declaration of Covenants, recorded in Deed Book 1805, Page 1082 on October 14, 1986, in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, as amended, in its entirety, is hereby incorporated by reference and attached as Exhibit C hereto.

4. This Amendment shall be effective as of the date and hour it is recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia.

IN WITNESS WHEREOF, the Board of Directors of the Bexley West Community Association, Inc. ("Association") has caused this Amendment to the Bexley West Section 5 Declaration of Restrictions to be executed in its name on behalf of the record owners of lots in Bexley West Section 5, following the adoption of this Amendment pursuant to the requisite written approval of the record owners of lots in Bexley West Section 5.

BEXLEY WEST COMMUNITY ASSOCIATION, INC.

By: *Steven Wolinsky*
President

CERTIFICATION

I, the undersigned, do hereby certify:

I am the duly elected and acting President of the Bexley West Community Association, Inc., a Virginia property owners' association located in Chesterfield County, Virginia, established pursuant to the Bexley West Community Association Declaration of Covenants, recorded in Deed Book 1805, Page 1082 on October 14, 1986, in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia. Further, that the foregoing constitutes the Amendment to the Declaration of Restrictions as duly adopted by the required written approval and consent of the recorded lot owners of Bexley West Section 1. In witness whereof, I have hereunto subscribed my name and affixed the seal of the Bexley West Community Association, Inc., this 31st day of October, 2002.

Steven W. Wolenberg
President

Brady Beveridge
Secretary

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF CHESTERFIELD

On this 30th day of October, 2002, before me, Steven W. Wolenberg, the undersigned notary public, personally appeared Stephen Wolenberg, the President of the Bexley West Community Association, Inc., a Virginia non-stock corporation, on behalf of the corporation, and who is known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same for the purposes therein contained.

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

Leslie Ann Conrad
Notary Public

My commission expires: 5/31/06

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF CHESTERFIELD

On this 30th day of October, 2002, before me, Leslie Ann Conrad, the undersigned notary public, personally appeared Brady Beveridge, the Secretary of the Bexley West Community Association, Inc., a Virginia non-stock corporation, on behalf of the corporation, and who is known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same for the purposes therein contained.

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

Leslie Ann Conrad
Notary Public

My commission expires: 5/31/06

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043813

SUPPLEMENTAL DECLARATION
OF THE BEXLEY WEST COMMUNITY ASSOCIATION
DECLARATION OF COVENANTS

CIRCUIT COURT CLERK
CHESTERFIELD CO., VA

This Supplemental Declaration of the Bexley West Community Association Declaration of Covenants ("Declaration"), annexing Bexley West Section 5, is made this 27th day of March, 2004, by the Bexley West Community Association, Inc. ("Association").

WITNESSETH:

WHEREAS, the Association is subject to the Bexley West Community Association Declaration of Covenants, which was recorded in Deed Book 1805, Page 1082, on October 14, 1986, in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, as amended;

WHEREAS, pursuant to Article III, Section 2 of the Declaration, the Association has the authority to annex addition property to be subject to the Declaration "with the assent of two-thirds (2/3) of the Class A membership and the Class B membership, if any, at a meeting duly called for this purpose...";

WHEREAS, the Lot Owners in Section 5 of Bexley West desire to be members of the Association and to subject their Lots to the Declaration;

WHEREAS, the Board of Directors of the Association resolved that it was in the Association's best interest to formally subject Section 5, as more fully described in Exhibit A attached hereto, to the Declaration and to the jurisdiction of the Association;

WHEREAS, the required majority of owners in Section 5 have amended their Declarations of Restrictions to incorporate this Declaration and thereby expressed their consent to be subject to the Declaration and to the jurisdiction of the Association;

WHEREAS, pursuant to Article III, Section 2 of the Declaration and Article II, Sections 3 and 6 of the Bylaws of Bexley West Community Association, Inc. (Bylaws"), the Board provided ballots and written notice of the special meeting of the Association whereby a vote of the Association's membership would be taken on the issue of whether Bexley West Section 5 should be subject to the Declaration and to the jurisdiction of the Association;

WHEREAS, pursuant to Article III, Section 2 of the Declaration, the Association provided proper notice to the Association's membership on February 1, 2004 for a special meeting for the vote on this issue, which was held on March 20, 2004;

WHEREAS, pursuant to Article III, Section 2 of the Declaration, a quorum was established by the presence of more than sixty percent (60%) of the votes of each class of membership in person or by proxy for the vote at that special meeting;

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WHEREAS, pursuant to Article III, Section 2 of the Declaration, a two-thirds (2/3) majority of the votes cast at the special meeting held on March 20, 2004 voted in the affirmative to add Bexley West Section 5 to the plan and operation of the Declaration and to subject them to the jurisdiction of the Association;

NOW THEREFORE, in accordance with Article II, Section 2 of the Declaration, the Association, as evidenced by the Certificate of the President of Bexley West Community Association, agrees to add Bexley West Section 5, as more fully described in Exhibit "A" attached hereto and incorporated by reference herein, to the plan and operation of the Declaration and to subject the lots in those sections to the jurisdiction of the Association, subject to the terms and conditions as follows:

1. The lots in Bexley West Section 5, as more fully described in Exhibit "A," are expressly subject to the Bexley West Community Association Declaration of Covenants, which was recorded in Deed Book 1805, Page 1082, on October 14, 1986, in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, as amended;

2. No real property whatsoever is being conveyed to the Association by virtue of this Supplemental Declaration.

3. The Association has no maintenance, repair or replacement obligations on the lots other than those which are set forth in the Declaration.

4. The effective date of this Supplemental Declaration shall be the recordation date.

5. Except as set forth herein, all of the terms and provisions of the Association's Declaration are expressly ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, a two-thirds (2/3) majority of the members of the Bexley West community Association, Inc. have caused this Supplemental Declaration to be executed and recorded in its name on behalf of Bexley West Community Association, Inc., by its President, this 27th day of March, 2004.

BEXLEY WEST COMMUNITY ASSOCIATION, INC.

By: 

President

CERTIFICATE OF THE PRESIDENT OF
BEXLEY WEST COMMUNITY ASSOCIATION, INC.

In accordance with Article II, Section 2 of the Declaration, the President hereby certifies that the contents of the above Supplemental Declaration of the Bexley West Community Association were consented to and approved by a two-thirds (2/3) majority of the members of the Association, by person or proxy, at a meeting of the Association held on March 20, 2004 at which quorum was present.

Attest: Bradyth Beveridge
Secretary

By: FX Wagner
President

COMMONWEALTH OF VIRGINIA
COUNTY OF CHESTERFIELD

On this 27th day of March, 2004, before me, Leslie Ann Conrad, the undersigned notary public, personally appeared Francis X. Wagner, President of Bexley West Community Association, Inc., known to me to be the person whose name is subscribed to this instrument and acknowledged that he executed the same for the purposes therein contained.

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

Leslie Ann Conrad
Notary Public

My commission Expires: 5/31/06

COMMONWEALTH OF VIRGINIA
COUNTY OF CHESTERFIELD

On this 27th day of March, 2004, before me, Leslie Ann Conrad, the undersigned notary public, personally appeared Brady Beveridge, Secretary of Bexley West Community Association, Inc., known to me to be the person whose name is subscribed to this instrument and acknowledged that she executed the same for the purposes therein contained.

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

Leslie Ann Conrad
Notary Public

My commission Expires: 5/31/06