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Louisa Magisterial
District 1360

BIEN VENUE PLANTATION
DECLARATION OF
PROTECTIVE RESTRICTIONS AND COVENANTS

INTRODUCTION

Strong restrictions protect your investment. The provisions of the Declaration of Protective Restrictions and Covenants, as hereinafter set forth, have been designed with the thought that most persons, ideally, would like to be a part of a community having an ecologically balanced atmosphere. This specifically includes each individual property owner's right to enjoy his privacy, individual needs and desires without infringing upon that of his neighbors. Consequently, in this Declaration an attempt has been made to provide for the reasonable exercise of maximum freedom and enjoyment for those activities which may be engaged in upon the individual lots comprising your community.

BIEN VENUE PLANTATION SUBDIVISION

NOW THEREFORE, WITNESSETH: This Deed of Declaration for the attached plats is made subject to all of the following provisions of this Declaration of Protective Restrictions and Covenants, which provisions shall be deemed to run with the land for the mutual protection and benefit of all land owners, and apply to each and every numbered lot shown on the attached plat of Section I, Bien Venue Plantation, recorded in the Clerk's Office of the Court of Louisa County, Virginia, at Plat Book 8, Pages 221, 222, 223 and 224, except where reserved as herein provided to wit:

ARTICLE I. USE AND IMPROVEMENT
STANDARDS

SECTION I. Statement of Principles and Purpose.

1.1: Considerable effort and expense was given to the master planning of Bienvenue to ensure a thoughtful and harmonious development process. A major concern in the planning is the integration of development with it's immediate environment. The Developer has always believed that man made improvements should, as much as possible, blend with the existing environment and nature rather than stand in stark contrast with it. The quality of development and that of the homes constructed at Bienvenue determines, to a great extent, the character of the community, the value and the nature of life within the community.

1.2: In order to assure that these objectives are achieved and to assure a continuity of physical development such that future development will be compatible with existing development, the Developer has declared and recorded these covenants, conditions and restrictions applicable to Bienvenue Subdivision, further establishing a community Environmental Control Committee and setting forth it's jurisdiction, powers, obligations and the rules and regulations under which this community will conduct it's review of proposed improvements.

SECTION II. Exclusive Residential Use and Improvements.

2.1: All platted numbered lots within Bien Venue Subdivision are specifically restricted to residential use for single family private dwellings or residence designed for occupancy by one family on each lot. No structure or building of any kind or construction of any sort, including any excavation of the natural soil surface, shall be placed or permitted upon any lot unless and until plans and specifications giving description of same shall have been submitted in duplicate to, and approved in writing by, the Environmental Control Committee (hereinafter called Committee) as the same is from time to time composed.

2.2: The placement, storage or occupancy of mobile homes, mobile houses, tents, truck campers or pop-up campers on any lot within the subdivision shall remain strictly prohibited. This provision shall not prohibit the parking of unoccupied motor homes, pop-up campers or recreational trailers, with the wheels affixed, in driveways or parking areas adjacent to approved single family homes which have been issued and occupancy permit by the local building authority, providing there shall be no more than one recreational vehicle parked on any lot at any time. This provision shall not prohibit the storage and parking of one boat and trailer on any lot providing the wheels remain affixed.

2.3: Camping shall be prohibited commencing October 31st thru March 31st in any calendar year. Camping shall be restricted to self contained motor homes or self contained travel trailers. Under no circumstance shall tents, truck campers or pop-up type campers be used for camping purposes. Camping shall be permitted on a temporary basis and shall be strictly subject to the following: (1) No more than one motor home or travel trailer shall be permitted on any lot at any time, (2) camping shall be limited to a total of four contiguous calendar days per occurrence, after which time the camper unit must be removed from the community, (3) camping in excess of four days shall be expressly prohibited without prior written approval by the Committee or Developer, (4) applicant desirous of camping for an extended period in excess of four days shall make written application to the Committee or Developer, (5) under no circumstance shall an extended period be granted in excess of sixteen days per occurrence, (6) extended period approvals shall be limited to no more than two occurrences for each calendar year, (7) applications for extended periods of sixteen days or less shall include a specific beginning date and specific ending date and shall include applicants statement under signature that the camper unit shall be removed on or before the ending date, (8) under no circumstance shall camper units remain in the community for occasional or periodic use following each permitted four day period or immediately following an approved extended period, (9) under no circumstance shall a camper unit be temporarily or permanently connected to a public utility or private septic system. Failure to comply with these provisions or any breach of these camping restrictions shall result in the immediate suspension of all privileges to the community common properties and facilities of the Developer. Failure to remove an approved camping unit following approved use shall result in the Committee or Developer having the unit removed and the cost shall be assessed upon the owner in an amount not to exceed \$1,000.00.

2.4: No model or exhibit house shall be erected or occupied on any platted lot, nor shall the owner of any lot or his agent permit the use of his residence or house as such, without the specific and prior written approval of the Developer, it's assigns or successors. Under no circumstance shall a model home be occupied as a residence, temporarily or otherwise. Occupancy of a model home shall be strictly limited to demonstration or sales staff. Under no circumstance shall any structure, other than an approved residential dwelling, be occupied as a temporary or permanent residence. The Committee or Developer may grant permission for a temporary structure to be used specifically for storage of building materials during construction of an approved residence.

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2.5: No platted lot may be subdivided or easements granted without the specific written approval of the Developer, it's successors or assigns; provided, however that the Developer reserves the right to re-subdivide any of it's unsold land in the subdivision, provided that any further re-subdivision is at the minimum consistent with the existing calibre of the community. If two or more adjoining lots are acquired by the same owner, no part or parts of said lots shall be conveyed unless each lot being conveyed and each lot being retained are in compliance with all of these restrictions and covenants.

2.6: For the benefit and enjoyment of all lot owners and the Community Association the Developer reserves unto itself, it's successors or assigns a perpetual, alienable, releasable and assignable twenty (20) foot easement along all rear lot lines and a fifteen (15) foot easement along all side lot lines of all lots as shown on the plats of survey, attached to and made part hereof, for the installation of public utilities and drainage for the protection and appearance of property, and the safety and health of the property owners, reserving unto the Developer, it's successors or assigns, the sole right to convey the rights reserved. The Developer further reserves an easement along the rear of all lot lines, as more particularly described in the plats of survey, for the recreational access and benefit of all property owners within Bien Venue Subdivision. Said recreational easement shall enure to the benefit of the Association as common property and shall remain as perpetual recreational easement for the benefit of the property owners.

2.7: No commercial or business enterprise shall be allowed on any platted residential lot excepting the maintenance and showing of approved "model" houses as approved by the Developer, it's successors or assigns.

2.8: No heavy equipment, industrial equipment, commercial equipment or vehicles used in industry or for commercial activities shall be regularly parked or stored on any lot.

2.9: The breeding or keeping of any domesticated animal or wild animal on any lot, or within any residence, shall be strictly prohibited. This restriction shall not apply to one horse per 40,000 square foot of land, dogs, cats, or other small domestic animals that are kept as household pets and of a quiet inoffensive nature; but it does not apply to any animal that is permitted to run free, to the breeding of such as a business or for profit, and the keeping of such on a commercial basis. Under no circumstance shall a horse be maintained on any lot or combination of lots prior to submitting plans for an approved barn type structure for housing a horse. Said structure must be of substantial materials, must be of similar design to a residence which exists on the property proposed for construction of said barn, or must be designed and constructed in a style which will be of similar design to future construction of a residence, if any.

2.10: Hunting is strictly prohibited in the subdivision.

SECTION III. Construction and Job Site Management.

3.1: Under NO circumstance shall construction, excavation or site work of any kind commence on any lot until such time as an appropriate driveway entrance culvert meeting state specifications has been installed and a minimum three (3) inch aggregate (gravel) base construction entrance driveway has been installed over a minimum of sixty (60) lineal feet extending from the community road edge and into the property. Whereas the roads will ultimately become publically dedicated, it shall be mandatory upon all lot owners to insure proper use of the roads by those performing construction services for said owners, and any damages to roads, road edges, or the property of another by those performing services for an owner shall be immediately assessed upon the owner for repair.

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3.2: Portable outdoor toilet facilities must be provided during construction of any residence. They may not be emplaced prior to final written construction approval of the Committee, must be properly maintained according to acceptable health standards and must be removed within ten (10) days of completion of construction. Effluent removed from the facilities must be disposed of by third party contractors licensed for removal and disposal of same.

3.3: The use of adjoining lots or common property for access to the construction site or for the storage of materials without the specific written approval of the adjacent owner is prohibited.

3.4: The disposal of construction debris, surplus materials, trash, cans, wrappers, paper, etc., shall be strictly limited to off-site removal. There shall be no dumping facilities within the subdivision. Appropriate trash containers shall be maintained at all construction sites, at all times, and shall be requisite to approval of all construction proposals submitted to the Committee.

3.5: Contractor signs and real estate signs shall be strictly limited to a maximum size of six (6) square feet and shall be installed no higher than three (3) feet in height. Construction signs shall be strictly limited to the General Contractor or builder. Sub-contractor and materialmen signs are prohibited. All signs advertising the property for sale shall be removed within 48 hours of sale and any approved construction sign shall be removed within 72 hours of completion of the approved residence.

3.6: Construction and material delivery hours within Bien Venue Subdivision shall be strictly limited to the hours commencing seven (7) a.m. and ending at six (6) p.m., Monday thru Friday, and seven (7) a.m. thru one (1) p.m., on Saturday. No construction of any type shall be permitted on Sundays, excepting work performed specifically by the owner of record on any lot.

3.7: Use of the community common areas, parks, etc., shall be strictly limited to the lot owners and their guests. Employees of the contractor, and materialmen, maintenance personnel and sub-contractors are not permitted to use these facilities at any time.

3.8: There shall be no requirement to construct a residence on any lot.

3.9: Whereas the community roads shall be private and owned by the community association until such time as they are publically dedicated, it shall be the responsibility of the lot owner to insure proper use of said roads. The speed limit shall be 25 miles per hour and owners are responsible for the use of these roads by others performing services for them. All construction vehicles must be parked on the lot and not on the community roadways. Excavation equipment must be unloaded on the lot and substantial care must be exercised when such equipment is to be unloaded adjacent to the surfaced road edge.

3.10: Whereas the community common areas shall be the exclusive and private property of all lot owners owning lots within the subdivision, and subsequent maintenance thereof shall be the responsibility of the property owners association, it shall be the full responsibility of all lot owners to regulate and be fully responsible for the actions of their guests and those performing services for the property owner, including all contractors.

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ARTICLE II. ENVIRONMENTAL CONTROL COMMITTEE
AND BUILDING PLANS

SECTION I. Environmental Control Committee.

1.1: The plans and specifications for any dwelling or other building to be constructed or externally altered on any lot, or for any other structure including fences, or for installation of septic systems, lot clearing or driveways, shall first be approved in writing by the Environmental Control Committee prior to start of construction, installation or alteration.

1.2: The Committee shall initially consist of at least (3) members appointed by the Developer; and, after the property owner's association has been activated, the members shall be appointed by the Board of Directors of that association.

1.3: The Committee shall meet at a time and place designated by its members, as required, and shall report its actions to the Board or Developer.

1.4: The Committee shall designate an address for submission of all construction plans and shall report its findings to the applicant within fourteen (14) days of the date the Committee is in receipt of such plans. Incomplete or non-conforming plans shall first be denied in writing and then immediately returned to the applicant with comments for correction.

1.5: Two (2) sets of all construction plans (to include complete specifications for any structure) including interior floor plans and exterior elevations, exterior materials, exterior color selections, and excavating plans must be presented to the Committee for prior written approval. The plans shall also include a site plan showing the location of the structure planned within the property, including precise setback requirements imposed herein and by the local building authority. One set of approved plans shall be retained by the Committee and one set shall be returned to the applicant with written approval by the Chairman of the Committee.

SECTION II. Building Specifications and Requirements.

2.1: The ground floor of all residences shall not be less than 950 square feet of heated living area, exclusive of open porches, patios, decks, breezeways, basements and garages. In the case of structures more than one-story, excluding basements, the ground floor shall not be less than 950 square feet of heated living area and the second floor shall not be less than 350 square feet of heated living area. No structure shall be more than two stories above ground level.

2.2: Each residence shall be required to have a minimum of 400 square feet of attached decking made of treated wolmanized lumber which may be distributed on two sides of the residence. The material requirement for decking may be substituted, in whole or in part, with patios when the material surface of such patios are constructed of brick, stone, tile or design pressed concrete. Under no circumstance shall unsurfaced concrete be approved in lieu of this requirement.

2.3: In the event a garage or horse barn is to be constructed, each structure whether separate or combined must be identical in materials and color used in the existing residence or that of a proposed residence which may be constructed on the lot at a future date. Barns and garages shall not be less than 400 square feet, or a minimum 800 square feet in the case of a combined structure. Lean-to's of any sort shall be strictly prohibited. All barn area's shall be designed and maintained in a manner consistent with a planned residential area.

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2.4: All fences, stalls and gates must be identical in color and design of that used in the community common areas, without exception. The use of stockade, wire, electric or chain link fencing is strictly prohibited.

2.5: All approved structures must have a minimum 5/12 roof pitch and shall be of a "contemporary" design. All structures must be of substantial construction and exterior treatments to be of natural wood siding, stone, or brick. Exterior colors shall be specifically limited to browns and browntones, grays and graytones, tans and cream colors. All structures shall contain a substantial quantity of new materials and no used structures shall be relocated or placed on any lot. No outbuildings are permitted, unless the house is first built and then any approved outbuilding must conform to the structure and surroundings of the existing building, and only with the written approval of the Committee. No dwellings shall be used for other than single family residences, except on lots otherwise designated by the Developer, and no dwelling shall be occupied at any time until such time as a valid Occupancy Permit has been issued by the local Building Authority having jurisdiction.

2.6: No single family residence shall exceed thirty-six feet in height as measured from natural ground level unless otherwise approved by the Committee.

2.7: Any structure approved and erected or placed on any lot shall be set back at least sixty (60) feet from the front road easement line, at least forty (40) feet from the rear lot line, and at least twenty-five (25) feet from each side lot line, unless the Committee allows variances and adjustments in order to overcome practical difficulties. Under all circumstances any structure must first be approved by the local Building Authority having jurisdiction and a building permit must be issued by such Authority prior to commencement.

2.8: The exterior of all structures must be completed within nine (9) months after start of construction or alteration. The Committee may approve an extension of time for appropriate cases. A site plan detailing location of proposed structures, fences, driveways, well and septic must first be submitted to the Committee prior to commencement.

2.9: Prior to commencement of any site excavation, of any type, the property owner must obtain a driveway entrance permit from the Virginia Department of Transportation located in Louisa Virginia. A permit and specific recommendations shall be given to the owner for proper sizing and installation of culvert and approved aggregate application. Upon completion of all site excavation, disturbed soils shall be properly graded, fertilized, seeded and mulched with straw within thirty (30) calendar days following completion.

SECTION III. Completion and Requirement to Build.

3.1: The exterior of all structures must be completed within nine (9) months after start of construction or alteration. The Committee may approve an extension of time for appropriate cases.

3.2: There shall be no requirement to build a residence or structure on any lot.

ARTICLE III. SUBDIVISION OF RESIDENTIAL LOTS, STREETS, ROADWAYS AND EASEMENTS

SECTION I. Subdivision of Lots.

1.1: No platted lot may be subdivided or easements granted without the express written approval of the Developer, it's successors or assigns.

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1.2: The Developer reserves the right to resubdivide any of it's unsold land in the subdivision, provided that any further resubdivision is at minimum consistent with the existing calibre of the community.

1.3: If two or more adjoining lots are acquired by the same owner, no part or parts of said lots shall be conveyed by said owner unless each lot being conveyed and each lot being retained are in compliance with all of these restrictions and covenants.

SECTION II. Streets, Roadways and Easements.

2.1: The streets and roadways shown on the attached plat of survey shall be publicly dedicated within the means of Section 15.1-478 of the Code of Virginia, 1950 as amended, and shall thereafter be publicly maintained.

2.2: The recreational easements shown will not be dedicated as streets or roadways, and the community "common areas" as platted shall not be publicly dedicated under any circumstance or for any purpose. All common areas shall remain the exclusive property of the Community Association and shall be managed and maintained by the Board of Directors. The Developer reserves the right to extend roadways on such easements should in it's sole judgement the need arise. Further, the Developer reserves the right for the Community Association to enter into agreements with other recreational subdivisions and clubs for the mutual exchange of rights and privileges to use easements and recreational facilities and amenities.

2.3: Public dedication of said community roads shall occur following construction and completion of said roads to state specifications by the Developer and the physical completion of no less than three (3) single family residences on each specific road to be dedicated. Upon receipt of completion to state specification by the Virginia Department of Highways and Transportation, the maintenance and repair of said roads shall thereafter become the responsibility of the Community Association until such time as the roads have been officially dedicated to the public.

2.4: For the benefit and enjoyment of all lot owners and the Community Association, the Developer reserves unto itself, it's successors or assigns a perpetual, alienable, releasable, and assignable 20 foot easement on all rear lot lines and a 15 foot easement on all side lot lines as shown on the plats of survey, attached to and made part hereof, for the installation of public utilities and drainage for the protection and appearance of property and the safety and health of the property owners, reserving to the Developer, it's successors or assigns, the sole right to convey the rights reserved. No motor vehicle of any kind whatsoever shall be permitted upon these easements except those of the Developer and it's agents during the development and marketing stages of the community.

2.5: It is understood and agreed that under the present ordinances of Louisa County, Virginia, school bus service will not be provided along community roads until such time as the roads have been officially dedicated as public roads, however; school bus service is provided along State Route 687 at the entrance of Bien Venue. Mail service is not provided along community roads until such time as the roads have been officially dedicated as public roads, however; mail service is provided along State Route 687 at the entrance of Bien Venue.

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ARTICLE IV. THE BIEN VENUE PLANTATION ASSOCIATION
(THE COMMUNITY PROPERTY OWNERS ASSOCIATION)

SECTION I. Membership Required.

1.1: Membership in the Bien Venue Property Owners Association is mandatory for all persons or entities owning property in the subdivision and for any person or persons holding a valid real estate purchase contract for the acquisition of a lot in the subdivision. All such members are obligated to pay the dues and assessments levied upon each lot owner by the Association to defray the cost of maintenance of roads, recreational facilities, and amenities used and maintained by the Association.

1.2: Membership shall not be mandatory for the Developer or the Association.

1.3: The Association shall be responsible for maintenance, repair and upkeep of subdivision roads as platted, until such time as said roads are officially accepted for public dedication, and shall remain responsible for the maintenance, repair and upkeep of all subdivision parks, recreational easements, and appurtenant drainage easements reserved to the Developer. The Association shall also be the means for the promulgation and enforcement of all regulations necessary to the governing of the use and enjoyment of such roadways, streets, recreational easements and such other properties within the subdivision as it may from time to time own.

1.4: The Association shall have all the powers that are set forth in its Articles of Incorporation, as approved by the State Corporation Commission of Virginia, and all other powers that belong to it by operation of law. This includes, but is not limited to, the power to levy against every member of the Association a uniform annual charge per single family residential lot within the subdivision, the amount of said charge to be determined by the Board of Directors of the Association after consideration of current maintenance and future needs and requirements of the Association, for the purposes set forth in its Articles of Incorporation. However, no such charge shall ever be made against, or be payable by, the Association itself, the Developer or any corporation or corporations that may be created to acquire title to, and operate the amenities or other properties on behalf of the Association.

SECTION II. Annual Membership Dues.

2.1: The dues shall be a minimum of \$200.00 per calendar year, due and payable on or before the first day of March for each calendar year commencing the calendar year following the year of initial purchase. The dues may increase with proof of additional cost and the Association may levy special assessments for the purpose of defraying, in whole or in part, the cost of additional construction or reconstruction, unexpected repair or replacement for a described improvement upon the roads, parks or other member amenities. Such special assessments may be charged monthly or in the annual dues.

2.2: Should any lot owner become delinquent in the payment of dues or assessments to the Association, such owner shall be denied the use of common areas and recreational facilities under written notice until such time as the delinquency has been corrected. Said lot owner shall at all times, however, have the right to access over the roads in the subdivision to and from said owners lot by the nearest route. Such delinquent payment shall bear an interest from the date of delinquency at the maximum rate allowable by law on a per annum basis and shall upon the date of delinquency constitute a lien on each lot to which the delinquency pertains.

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2.3: Any lien shall cover and include the principal amount, the interest, and reasonable attorney's fees incurred in the collection and filing thereof. Every such lien may be enforced by equitable foreclosure suit filed in the Circuit Court of Louisa County, Virginia.

2.4: The remedy of foreclosure is non-exclusive and the Association and Developer reserve all other remedies provided by law for the collection of the aforesaid delinquencies. The Association or Developer has the right to publish the names of the delinquent members in such a manner as it may deem appropriate. The written dated statement of the Association that no delinquency exists hereunder as of said date shall be conclusive evidence thereof.

ARTICLE V. ACTIVITIES ON AND USES OF LOTS

SECTION I. No Commercial or Business Use.

1.1: No commercial or business enterprises shall be allowed on any platted residential lot, other than arts, crafts, or professions operated and conducted solely by family members occupying the residence and only when such product or service is not distributed to customers at the operators residence or within the subdivision.

1.2: No heavy equipment or vehicles used in industry or for commercial activities shall be regularly parked or stored on any lot. No vehicle of any type shall be regularly parked on any street or roadway in the subdivision. Each lot owner shall construct and maintain suitable and adequate parking space on his property for the parking of vehicles and those of his guests. Any truck larger than three-quarter (3/4) ton, and all unoccupied camping trailers, motor homes, and mobile camping units parked in the driveways or parking areas adjacent to the residence must be kept reasonably out of site of residences which have been constructed on adjacent lots and the users of streets and roadways, except those vehicles used during the period of construction. Stripped down, partially wrecked, inoperable or junk motor vehicles of any kind, or parts thereof, are strictly prohibited in the subdivision. Any inoperable vehicle parked or placed on any lot or roadway must be removed within forty-eight (48) hours of notice by the Developer or Association. Failure to comply after notice will result in the Association or Developer having to remove such vehicle and charging the owner a fee for such service which may not exceed \$1,000.00. Enforcement of this provision shall be as specified in Article IV-Section II.

SECTION II. Well, Septic System and Refuse.

2.1: All dwelling houses shall be connected to an approved water supply and septic system. Any form or type of outhouses are specifically prohibited on any lot except during construction of residences. Owners may obtain permits for approved water supply and septic systems by contacting the Louisa County Health Department for an appointment and site placement approval thereof.

2.2: All garbage must be kept in covered rigid containers and so placed or screened as not to be visible from any street or roadway, and it must be disposed of in accordance with County ordinances and these rules and restrictions.

2.3: All construction sites must within reason be kept clear of construction debris during construction. Contractors shall provide trash barrels to be used by employees and sub-contractors for disposal of personal debris such as bottles, wrappers, etc.

SECTION III. Use and Maintenance.

3.1: All outside clothes poles, clothes lines and similar equipment, and every structure for the storage of fuel installed outside any building (if not buried below the ground surface) shall be appropriately screened by shrubbery so as not to be visible from any street, roadway, or property of neighboring residences.

3.2: All lots, whether occupied or not, and any improvements thereon, shall at all times be maintained in such manner as to prevent their becoming unsightly by reason of unattractive growth or vegetation or the accumulation of rubbish or debris thereon. All grass shall be regularly cut and maintained so as not to become overgrown or unsightly and to prevent erosion. Should any lot owner fail to maintain the improvements or premises situated on the lot in a manner consistent with these restrictions, the Developer or Association shall have the full authority, through its agents or employees, to enter upon the premises and repair, maintain, and restore the property and improvements thereon. The owner shall receive written certified notice requesting full compliance and corrective action within 72 hours of receipt. If upon receipt of said notice owner fails to comply, or provide written notice of contractual arrangements to have the repairs completed within a specified and reasonable time period, the full cost of such repairs or maintenance shall be levied upon the owner and lot by the Developer or Association, shall be payable immediately upon billing, and shall constitute a lien on the property until such time as paid in full, and the provisions of Article IV-Section II shall apply.

3.3: No living tree measuring six (6) inches or more in diameter may be cut or removed without the express written approval of the Developer or Committee, unless located within twenty feet of the approved site of the main dwelling or accessory buildings. However, any tree may be removed without permission if dead or if a threat to the health, safety or welfare of any person.

3.4: No motor vehicles of any kind, licensed or unlicensed, registered or unregistered, including motor bikes, snow mobiles, and all terrain vehicles, shall be permitted in any areas marked for pedestrian, equestrian or other use of the recreational facilities, or any recreational easement, unless such areas have been specifically designated and authorized for such by the Developer. Furthermore, motor bikes shall not be used for recreational purposes on any platted lot.

3.5: A name sign announcing the property owner's name may be displayed on any lot providing such signs do not exceed twelve (12) inches in height and forty (40) inches in length. No signs advertising the lot for sale are permitted without the specific written approval of the Developer, its successors or assigns.

3.6: Hunting is strictly prohibited in the subdivision. No rifles, shotguns, handguns, or other firearms of any type shall be permitted for use anywhere in the subdivision. No open fires shall be permitted on any part of any lot, except in outdoor fire places equipped with fire screens, except with the written approval of the Developer, its successors or assigns. All fireplaces in dwellings must be equipped with fire screens and at least one (1) household chemical-type fire extinguisher must be stored and available in each dwelling for emergency purposes.

3.7: No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon or within the boundaries of any lot, or no derrick or other structure designed for use in boring for oil or natural gas shall be erected, stored, maintained or permitted on any lot within this subdivision.

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3.8: No noxious or offensive activities shall be carried on any lot, or permitted to be carried on, nor shall anything be done on any lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood.

ARTICLE VI. NOTIFICATION AND
TRANSFER OF OWNERSHIP

SECTION I. Resale or Transfer of Ownership.

1.1: In the event of resale, or transfer of ownership, of any lot or residence within the community, the Seller, Trustee or Grantor shall immediately notify the Developer or Secretary of the Association of such sale or transfer providing the date of sale, to whom the property was sold or transferred and the mailing address and telephone number of the new owners.

1.2: The Seller shall in all cases be responsible for insuring that all assessments due are paid in full prior to sale or transfer of ownership and that gate access cards, passes, or other identification issued by the Developer or Association, if any, are delivered to the new owners at closing.

1.3: In the event a lot owner chooses to list their property for sale with an agency/agent, the owner shall submit a copy of the listing to the Developer or Association immediately upon the date of listing.

SECTION II. Change of Address Notification.

2.1: All lot owners shall immediately notify the Developer or Association of any address change within 72 hours of effective changes.

2.2: Changes of address and transfer of ownership notification shall be directed to the Secretary of the Association or Developer until such time as a Board of Directors has been appointed by the Developer.

ARTICLE VIII. RESTRICTIONS AND COVENANTS
MODIFICATION AND ENFORCEMENT

SECTION I. Enforcement.

1.1: The Restrictions and Covenants herein contained shall run with and bind the land, and each is enforceable by the Developer, its successors or assigns in title. In the event of a violation or breach of any of the restrictions by any property owner or agent, the owners of lots in the subdivision or any of them jointly or severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of such terms in any event. In addition, the Developer shall have the right, whenever there shall have been built on any lot any structure which is in violation of these restrictions to enter upon the property where such violation exists, and summarily abate or remove the same at the expense of the owner, if after ten (10) days written notice of such violation it has not been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass.

1.2: The failure to enforce any right, restriction, reservation or condition contained in the Declaration of Protective Restrictions and Covenants, however long continued, shall not be deemed a waiver of the rights to do so hereafter, and shall not bar or affect its enforcement. Further, nothing herein is to be construed so as to prevent the Developer from placing further restrictions of easements on any lot in the subdivision on which a valid sales contract has not been executed.

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1.3: The Grantee of any lot subject to the coverage of this Declaration, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from the Developer or subsequent owners of such lot, shall for himself and his successors or assigns, accept such deed or contract upon and be subject to each and all of these restrictions and the agreements herein contained.

SECTION II. Variance and Adjustments.

2.1: The Developer, it's successors or assigns, may allow reasonable variances and adjustments of these Restrictions in order to overcome practical difficulties and to prevent unnecessary hardships in the application of the provisions contained herein; provided, however, that this is done in conformity with the intent and purpose hereof and provided that, in every instance, such variance or adjustment will not be materially detrimental or injurious to other property or improvements in the neighborhood or the subdivision.

2.2: The Restrictions and Covenants herein contained shall not impose any restraint on any portion of land now owned or hereafter acquired by the Developer, it's successors or assigns in title, whether such land be joining, adjacent to or otherwise related in any manner to the Developer, it's successors or assigns.

2.3: The Developer, it's successors or assigns, shall not be assessed annual dues or special assessments for any property owned by the Developer in title when such property remains on the current available sales inventory of Developer.

2.4: The invalidation by any court of any restrictions contained in this Declaration of Protective Restrictions and Covenants shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

2.5: This Declaration of Protective Restrictions and Covenants may be amended or modified by a majority vote of the Association, or by the Developer, or with the approval of the Developer until the calendar year 1999. Modification or amendments following the year 1999 shall be at the sole majority vote of the Association.

BY-LAWS OF THE BIEN VENUE PLANTATION PROPERTY OWNERS ASSOCIATION

ARTICLE I.

DEFINITIONS

The terms as used in these By-Laws are defined as follows:

- (A) "Association" shall mean the Bien Venue Plantation Property Owners Association, a Virginia not-for-profit corporation.
- (B) "Board" shall mean the Board of Directors of the Association.
- (C) "By-Laws" shall mean the by-laws of the Association.
- (D) "Common Properties" shall mean all property included from time to time within the definition of Common Properties set forth in the Declaration.
- (E) "Lot" shall mean any lot in the subdivision included from time to time in the definition of lot set forth in the Declaration.
- (F) "Declaration" shall mean the Declaration of Protective Restrictions and Covenants for Bien Venue Plantation as may be supplemented or amended from time to time, for Bien Venue Plantation Subdivision, Louisa County, Virginia.
- (G) "Developer" shall mean Lake Anna Properties of Virginia, Inc., it's successors or assigns.

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(H) "Development" shall mean Bien Venue Plantation, as the same may be shown on the plats of survey or maps thereof recorded from time to time, for Bien Venue Plantation Subdivision, Louisa County, Virginia.

(I) "Owner" shall mean:

- (1) Any person, including the Developer, who holds fee simple title to any lot within the Development.
- (2) Any person or legal entity who has contracted to purchase fee simple title to a lot pursuant to a written agreement in which case Seller under said agreement shall cease to be the owner while said agreement is in effect.

ARTICLE II.

MEMBERSHIP

SECTION I. Classes of Members.

1.1: There shall be members, associate members, and the Developer;

1.2: Each owner shall become a member of the Association. The Developer retains one vote for each lot until the entire development is sold out or at anytime prior, at the Developers discretion. At that time all lot owners receive two (2) votes for each lot, regardless of the number of persons who may have an ownership interest in such lot, or the manner in which title is held by them.

1.3: If not otherwise a member, each of the following shall be entitled to associate membership in the Association:

- (A) The spouse and children of a member who have the same principal residence as the member shall be entitled to associate membership status in the Association.
- (B) Persons who by virtue of a contractual agreement with Developer are entitled to associate membership in the Association.
- (C) Associate members shall have no vote or right to notice of any regular or special meeting of members. The privileges and duties of associate members shall be established from time to time by the Board by resolution. The privileges and duties of associate members need not be same as those of members.

SECTION II. Privileges of Members.

2.1: Members and associate members shall have a license to use the Common Properties subject to the provisions of the Declaration and subject to such other rules and conditions as may be established by the Board.

SECTION III. Suspension of Privileges of Membership.

3.1: The Board may suspend the voting privileges of any member and license of any member or associate member to use the Common Properties.

3.2: Suspension may be for any period during which any Association dues, charges or assessments on such member's lot remains unpaid and for the period of any continuing violation by such member or associate member of the provisions of the Declaration after the existence thereof shall have been declared by the Board.

3.3: A period to be determined by the Board not to exceed one (1) year, for repeated violations of the By-Laws or the rules and regulations of the Association may be imposed by the Board.

ARTICLE III. EVIDENCE OF MEMBERSHIP AND TRANSFER**SECTION I. Membership Certificates.**

1.1: Certificates of membership in the Association may be issued to members and associate members. Such certificates shall be in the form as the Board shall from time to time designate and shall be issued over the signature of the President or other officer of the Association. Such certificate shall indicate whether or not the holder is a member or associate member and shall also indicate the lot of ownership of which gives rise to membership. Such certificate shall also clearly state on its face that the Association is a not-for-profit corporation.

1.2: Adequate records shall be maintained by the Association showing the names of members and associate members of the Association, the type of membership, and date of membership.

SECTION II. Transfer of Membership.

2.1: When a member ceases to be an Owner, such person's membership, and those associate memberships existing through relationships to such person, shall cease, but such person shall remain liable for all Association charges incurred prior to the giving of written notice to the Association that such person is no longer an Owner.

ARTICLE IV. MEETINGS OF MEMBERS**SECTION I. Meetings of the Association.**

1.1: Any meeting of the members of the Association shall be held in the State of Virginia at such place therein as may be stated in the notice of such meeting. All meetings shall be conducted under Roberts Rule of Order.

1.2: The annual meeting of the Association shall be held on such day in the month of June of each year as the Board of Directors by resolution may determine.

1.3: Special meetings of the Association may be called by the Board at any time in the manner herein provided. A special meeting may also be called upon the written petition of forty percent (40%) of the members of the Association who would have the right to vote at such meeting. Such petition shall set forth the purpose of the special meeting.

1.4: Written notice of the place, date, and hour of the meeting, and in the case of a special meeting, the purpose and purposes for which the meeting is called, shall be delivered not less than thirty (30) days nor more than forty (40) days before the date of the meeting, either personally or by mail, to each member entitled to vote at such meeting. If mailed, such notice shall be deemed to have been delivered when deposited in the United States mail, addressed to the member at the last address as it appears on the records of the Association, with postage prepaid; or such notice may be published in any newspaper or publication printed under the auspices of the Association and distributed generally among the members of the Association. At a special meeting, no business shall be conducted except that stated in the notice of said meeting.

1.5: A quorum at either a special meeting or the annual meeting shall be ten percent (10%) of the members entitled to vote at such meeting in person or by proxy. The vote of a majority of the votes entitled to be cast at any meeting at which a quorum is present shall be necessary for the adoption of any matter voted upon by the members, unless a greater proportion is required by law.

ARTICLE V. THE BOARD OF DIRECTORS

SECTION I. Powers and Duties of the Board.

1.1: The Board shall manage and control the affairs of the Association and adopt a corporate seal as the seal of the corporation.

1.2: The Board shall designate a banking institution or institutions as depository for the Association's funds; the officer or officers authorized to make withdrawals therefrom and to execute obligations on behalf of the Association.

1.3: They shall perform other acts and authority for which has been granted herein or by law, including the borrowing of money for Association purposes. A resolution by the Board that the interests of the Association require that borrowing of money shall be sufficient evidence for any person that the borrowing is for a proper corporate purpose. The Board may, if it determines that the same shall be reasonable and necessary, assign, pledge, mortgage or encumber any Association property as security for such borrowing, and they may pledge or assign future revenues of the Association as security therefore.

1.4: They shall adopt such rules and regulations relating to the use of Association property, and sanctions for noncompliance therewith, as it may deem reasonably necessary for the best interest of the Association and its members. The Board may also establish and levy reasonable fees for the issuance of permits for erecting or placing improvements on any lot, and also for the use of Association property.

1.5: The Board may employ sufficient personnel to adequately perform the responsibilities of the Association, adopt reasonable rules of order for the conduct of meetings of the Association, and with reference thereto, on procedural questions upon which no rules have been adopted. The ruling of the Chairman of the meeting shall be final.

1.6: The Board shall select the officers of Association. It may establish committees of the Association and appoint the members thereof. It may assign to such committees such responsibilities and duties not inconsistent with the provisions of these by-laws or with law as it may deem appropriate.

1.7: In order to facilitate the business of the Association and to further the interests of the members of the Association, the Board may enter into agreements with the Developer relating to the orderly transfer of Common Properties from the Developer to the Association. Such agreements may contain such provisions as the Directors may in their judgement feel are appropriate and in the best interests of the Association and its members. However, the existence of such agreements and provisions and terms thereof shall be made known to the general membership in such manner as may be deemed appropriate by the Board, but in no event, later than the next annual meeting following the creation of such contract or agreement.

1.8: The Board may enter into an agreement or agreements with other organizations having the same or similar corporate purposes for reciprocal rights between the respective members thereof under such terms and conditions as the Board may deem proper.

1.9: The Board shall appoint members of the Environmental Control Committee to carry out the applicable provisions of the Declaration of Protective Restrictions and Covenants. The Committee shall serve at the pleasure of the Board of Directors.

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1.10: The Board shall, prior to the annual meeting of the Association in each year, adopt an operating budget. The Board shall, taking into consideration all sources of income that the Association may have, levy an annual assessment upon each lot for the following year. The operating budget shall be presented to the members at the annual meeting of members and members shall be entitled to comment thereon. In no event shall the assessment upon lots be less than Two Hundred Dollars (\$200.00) per year. The Board may, by resolution, fix the time for payment of annual assessments which may be on an annual or quarterly basis.

1.11: As the Developer shall appoint the Directors of the Association until the first annual meeting in 1994, and as the Directors shall maintain the Association until that time for the benefit of the members, the Directors shall be empowered to disburse such dues for the benefit of the members of the Association provided adequate records of such expenses and disbursements are maintained by the Directors or Developer prior to the first annual meeting in 1994, when a full and final accounting shall be provided to the members.

SECTION II. Number of Directors and Term.

2.1: The number of Directors shall be five (5).

2.2: The initial Board shall be selected by the Developer and shall serve for a term until the organization of the Association, at which time their successors shall be duly qualified and elected by the membership at the first and subsequent annual meetings of the members. The first election of the Board of Directors shall be those five candidates who receive the highest number of votes and shall be elected for a two year term.

SECTION III. Qualification of Directors and Voting Procedures.

3.1: Directors shall be appointed by the Developer until the election of the Directors at the first annual meeting of members in 1994. Thereafter, Directors shall be elected by the members entitled to vote in the affairs of the Association as set forth in Article II, Section I of these By-Laws. In the election of Directors, each member shall be entitled to as many votes as shall equal the number of votes which he is entitled to cast on any matter other than the election of Directors multiplied by the number of Directors to be elected, and he may cast all of such votes for a single Director or may distribute them among the number to be voted for, and for any two or more of them, as he may see fit. The persons receiving the largest number of votes shall be elected to fill the number of Directors then to be elected. Unless otherwise provided by resolutions of the Board, elections for Directors shall be by written ballot.

3.2: Between the first and fifteenth day of June of each year, commencing with the year 1994, any member in good standing may file, with the Secretary of the Association, a statement of his or her candidacy for election as a Director of the Association for a term beginning immediately following the termination of the terms of the Directors ending subsequent to the filing of candidacy. The Secretary shall give notice of such candidates and a brief biographical statement of each candidate that is to be included in the notice given of the next subsequent annual meeting of the Association for the election of Directors.

3.3: All elections to the Board shall be made on written ballot which shall describe the vacancy to be filled and set forth the names of those persons who have become candidates for the Office of Director in the order in which they filed their statements and endorsements of candidacy with the Secretary of the Association. Such ballots shall be prepared and mailed by the Secretary to each person entitled to vote simultaneously with the mailing of the notice of the annual meeting of the Association.

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3.4: Each member entitled to vote shall receive two (2) ballots for each lot for which he is the voting member (By-Laws, Article II, Section I).

3.5: The completed ballots shall be returned as follows: Each ballot shall be placed in a sealed envelope marked "Ballot" but not marked in any other way. Each such "Ballot" envelope shall contain only two (2) ballots, and each voting member shall be advised that because of the verification procedure hereinafter set forth, the inclusion of more than one (1) ballot in any one "Ballot" envelope shall be placed in another sealed envelope which shall bear on its face the name and signature of the member, his lot number, and such other information as the Board may determine will serve to establish his right to cast the vote or votes presented in the ballot or ballots contained therein. The ballots shall be returned to the Secretary, no later than ten (10) days prior to the annual meeting, at such address as the Board may determine.

3.6: Upon receipt of each return, the Secretary shall immediately place it in a designated secure place until the day fixed by the Board for the counting of such ballots. On that day, the external envelopes containing the "Ballot" envelopes shall be turned over, unopened, to an Election Committee consisting of the Secretary, and then existing Board, and a representative of each candidate for the office of Director. The Election Committee shall then adopt a procedure which shall establish:

- A. That the signature of the member on the outside envelope is genuine; and
- B. That such member is a member in good standing, meaning: dues current and not in violation of any covenants and restrictions; and
- C. Such procedure shall be undertaken in such manner that the vote of any member shall not be disclosed to anyone, including the Election Committee. The outside envelope shall thereupon be placed in a safe place and the Election Committee shall proceed to the opening of the "Ballot" envelopes and the counting of the votes. If any "Ballot" envelope is found to contain more than two (2) ballots, all ballots contained in such envelope shall be disqualified. The Election Committee shall certify the results of the count at the annual meeting, and the terms of office of Directors so elected shall commence immediately following such annual meeting.

3.7: All outside envelopes, ballots, and statements of candidacy shall be retained by the Secretary for a period of six months.

SECTION IV. Proxies.

4.1: Except in connection with the election of Directors, every member entitled to vote or execute consents shall have the right to do so either in person or by an agent or agents authorized by a written proxy executed by such member or his duly authorized agent filed with the Secretary of the Association. No such proxy shall be valid after the expiration of eleven (11) months from the date of its execution unless the person executing it specifies therein the length of time, from which in no event shall exceed three (3) years from the date of its execution.

SECTION V. Meetings of the Board of Directors.

5.1: The Board shall meet at such times as the Board shall determine by resolution. Special meetings of the Board may be called by a majority of the Board or by the president of the Association and shall be held at such place and at such time as the call or notice of the meeting shall designate. Notice of a special meeting may be given in writing or orally at least 24 hours prior to the date of said special meeting, or notice thereof may be waived by the Directors in writing.

5.2: After adoption of a resolution setting forth the times of regular meetings, no notice of such meeting shall be required, or waived, but notice of special meetings of the Board shall be given.

5.3: Unless prohibited by law, any action which may be taken at a meeting of the Board may be taken without a meeting if authorized in writing, signed by all the Directors who would be entitled to vote upon said action at a meeting, and filed with the Secretary of the Association. Such meetings may be conducted by telephone when the results and authorization are subsequently filed in writing with the Secretary.

SECTION VI. Quorum and Vacancies.

6.1: A majority of the directors shall constitute a quorum to transact business of the Board, and the act of the majority of the Directors present at any meeting shall be deemed to be the act of the Board.

6.2: If any vacancy exists on the Board, such vacancy shall be filled by the remaining Directors even though those remaining Directors might be less than a quorum. Any person so elected a Director shall serve out the unexpired term of the Director whom he has replaced.

ARTICLE VI. THE OFFICERS

SECTION 1. Officers.

1.1: The officers of the Association shall be the President, one or more Vice Presidents, the Secretary, the Treasurer, the Chairman of Environmental Control and such other officers and assistant officers as the Board may from time to time elect. Officers shall be members of the Board. Only one (1) office may be held by the same person. Officers must be a member of the Association. In lieu of elected officers, a management concern may be appointed or hired to run the Association and said fees for officers will be paid to the managing organization.

1.2: The President shall be general managerial officer of the Association, except as otherwise determined by the Board, and shall be vested with the powers and duties generally incident to the office of President of a not-for-profit corporation, except as otherwise determined by the Board, or as may be otherwise set forth in these By-Laws. The President need not be a Director.

1.3: In the absence of the President, or in the event of the President's inability or refusal to act, the Vice President is empowered to act and shall thereupon be vested with the powers and duties of the President and the Board shall establish the order which they serve.

1.4: The Secretary and/or Treasurer of the Association shall keep the minutes of the business and other matters transacted at the meetings of the members and of the Board. He shall mail, or cause to be mailed, all notices required under the By-Laws. He shall have the custody of the corporate seal and records and maintain a list of the members and their addresses and perform all other duties incident to the office of Secretary. Additionally as Treasurer he shall have custody of funds of the Association, collect monies due, pay the obligations of the Association out of its funds, and perform such other duties as are incident to the office of Treasurer. The Board may require that the Treasurer be bonded for such amount and under such conditions as the Board may require.

SECTION II. Removal of Officers.

2.1: Any officer may be removed when, in the judgement of the Board, the best interests of the Association will be served by such removal.

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SECTION III. Compensation.

3.1: The Board of Directors who shall serve as the officers of the Association shall be compensated in such amounts as the Board may deem appropriate, however such compensation shall not exceed \$50.00 per official meeting attended by each officer.

3.2: In the event an officer fails to attend an official meeting of the Board, regardless of reason, the officer shall not be compensated for said meeting.

ARTICLE VII. DUTIES OF MEMBERS

SECTION I. Payment of Assessments.

1.1: The charges or assessments levied by the Association as provided in Article IV of the Declaration shall be paid to the Association on or before the date fixed by resolution of the Board. Written notice of the charge and the date of the payment shall be sent to each owner (member) at the address last given by such owner to the Association.

SECTION II. Collection and Lien.

2.1: The amount of the assessment levied by the Association shall be paid to it on or before the date fixed by resolution of the Board. If not so paid, the amount of such assessment plus any charges thereon including interest at the maximum limit provided by law per annum from the date of delinquency and costs of collection including attorney's fees, if any, shall be due and payable to the Association. The lot and cause for such lien shall be filed in the office of the appropriate county recorder of deeds, which notice shall state the amount of the assessment and other such charges and a description of the lot which has been assessed. The Board may seek to recover sums by any other available judicial procedure and shall be entitled to its internal costs, attorney's fees, and costs of suits in said collection. If the Association does claim a lien on the lot, upon payment of said assessment and charges or other satisfaction thereof, the Board shall within a reasonable time cause to be recorded a further notice dating the satisfaction and the release of said lien.

2.2: Conveyance of any lot shall not affect any lien for assessments provided herein. Such liens shall be prior to all other liens recorded subsequent to said notice of assessment.

2.3: The lien provided for herein may be foreclosed by suit by the Association in like manner as a mortgage and, in such event, the Association may be a bidder at the foreclosure sale. The Association may also pursue any other remedy against any owner owing money to it which is available to it by law or equity for the collection of debt.

2.4: Upon request, the Association shall furnish a statement certifying that all assessments then due have been paid or indicating the amount then due.

SECTION III. Suspension.

3.1: The Association shall not be required to transfer membership on its books or to allow the exercise of any rights or privileges of membership on account thereof to any owner or to any person claiming under them unless or until all assessments and charges to which they are subject have been paid in full.

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ARTICLE VIII

AMENDMENTS

The by-laws may be amended by a majority vote of the Board, with approval from the Developer until 1994.

WITNESS the following signature and seal.

LAKE ANNA PROPERTIES OF VIRGINIA, INC.

BY: Ronald P. Lefebvre (SEAL)
Ronald P. Lefebvre, President

STATE OF Virginia

COUNTY/CITY OF Fairfax, to-wit:

I, Thomas F. Neal, a notary public in and for the jurisdiction aforesaid do hereby certify that RONALD P. LEFEBVRE, whose name as President of LAKE ANNA PROPERTIES OF VIRGINIA, INC. is signed to the foregoing writing, and in the name and on behalf of the said corporation acknowledged the said writing as the act and deed of the said corporation and made oath that he is the President of said corporation.

My commission expires: Sept 14, 1991

Given under my hand this 17th day of Feb, 1989

Thomas F. Neal (SEAL)
NOTARY PUBLIC

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VIRGINIA: In the Clerk's Office of the Circuit Court of Louisa County Feb 21 1989
This Real Covenants was this day received in said office, and, upon the certificate of acknowledgment thereto annexed, admitted to record at 9:31 o'clock P.M.

Teste: Jan H. Bernard Deputy Clerk.