

Salisbury Homeowners Association

Architectural Standards

These Architectural Standards have been established by the Salisbury Homeowners Association (the "Association") to preserve the community's character, ensure quality design, and maintain property values. All property improvements, modifications, or additions must be submitted for review and approval by the Architectural Control Committee (ACC) prior to commencement of work.

1. General Standards

- 1.1. Exterior improvements or modifications require written approval from the ACC before work begins.
- 1.2. All improvements must comply with Chesterfield County zoning, building, and permitting requirements.
- 1.3. Property owners are responsible for ensuring work is completed in a professional manner consistent with these Standards.
- 1.4. Any work found to be in violation of these Standards may be subject to corrective action as determined by the Association.

2. Structural Additions and Garages

- 2.1. All structures must be 60 ft. from the front property line and 20 ft. from the side property line. All homeowners must contact the County before building any structure to verify the rear setback.
- 2.2. All additions or expansions to an existing dwelling must match or complement the architectural character, scale, and materials of the original structure.
- 2.3. Detached or attached garages must be designed with compatible scale and proportion to the primary dwelling structure, ensuring architectural harmony with the residence.
- 2.4. Garages must be finished in materials consistent with the main dwelling, including siding, trim, and roofing.
- 2.5. Detached front-facing garages will only be allowed in cases where a side-facing will not fit on the property.
- 2.6. Carports are not permitted.

3. Exterior Materials and Colors

- 3.1. All siding, trim, and exterior materials must be durable, aesthetically compatible with neighboring homes, and appropriate for the architectural style of the property.
- 3.2. Acceptable siding materials include wood, fiber cement, brick, or stone.
- 3.3. Any new or alternative exterior siding or cladding material not explicitly listed within these Standards must receive prior written approval from the Board of Directors before installation.
- 3.4. Paint and stain colors should be consistent with the community's established aesthetic. Bright or fluorescent colors are not permitted.

4. Roofing, Solar Energy and Windows

- 4.1. Roof replacements must utilize materials and colors consistent with the home's architectural character. Asphalt architectural shingles, slate, simulated slate, wood shakes and premium quality standing seam metal roofs are permitted materials. When a standing seam metal roof is selected, no red, blue, green, gold or other bright colors will be approved.
- 4.2. Roof pitch and form must maintain proportional balance with the existing dwelling.
- 4.3. Solar panels will be allowed as required for homeowners to install a system size that is up to and within the limitations of the current net metering code. Generally, installations will be between 3 kW and 12 kW. Larger installations may be allowed provided they are reasonable and required for homeowners to meet energy usage. MDV-SEIA HOA Guidelines are posted on the SHOA website.
- 4.4. Windows and doors must be of high quality and consistent in style, proportion, and finish with the home's design.

5. Decks and Patios

5.1. Decks and patios should be located at the rear of the residence when possible and constructed using high-quality, industry-accepted materials that complement the primary dwelling. The support structure including posts, beams, and foundations must be built of durable materials and finished to coordinate with the home's architectural style.

5.2. Ground-level patios should incorporate materials such as stone, brick, or concrete pavers consistent with community standards.

5.3. Railings, posts, and trim should be painted or stained in colors harmonious with the home's exterior palette.

6. Fences and Walls

6.1. All fencing requires prior ACC approval and must be constructed of wood, composite, or decorative metal. Chain link, barbed wire, and electrified fencing are prohibited.

6.2. Fences should not be erected along the front property line.

6.3. Fencing should not exceed five (5) feet in height and must maintain a finished appearance on the exterior-facing side.

6.4. Privacy fences will only be approved in special circumstances.

6.5. Homeowners are responsible for the maintenance and upkeep of all fencing.

6.6. Retaining walls must be constructed of brick, stone, or other approved materials consistent with the home's character.

7. Driveways, Walkways, and Landscaping

7.1. New driveways and walkways must be constructed of concrete, brick, stone, or decorative pavers. Gravel may be approved for secondary driveways only.

7.2. Landscaping should enhance the property and maintain compatibility with the natural surroundings.

7.3. Removal of significant amounts of trees must receive ACC approval when altering the property's visual balance or privacy.

7.4. Stumps visible from the road should be cut flush to the ground or covered.

8. Swimming Pools

8.1. In-ground pools and support buildings must meet setback requirements and should not be visible from the street. The requirements for storage buildings apply to structures associated with pools.

8.2. Above ground pools are not permitted.

9. Outbuildings and Other Structures

9.1. Outbuildings, sheds, and accessory structures must be constructed with materials, colors, and roof forms consistent with the main residence.

9.2. Prefabricated structures may be considered if they meet community design standards, follow setbacks, are placed on a permanent foundation and properly screened from view.

9.3. Mechanical equipment, generators, and HVAC units must be screened from street view using approved fencing or landscaping.

9.4. Permanently installed basketball backboards, tennis courts and other permanent installations require approval prior to installation.

9.5. Clothesline poles are not permitted.

10. Compliance and Enforcement

10.1. Failure to obtain approval prior to construction constitutes a violation of Association covenants and may result in fines or enforcement actions.

10.2. The ACC reserves the right to require modification or removal of any unapproved improvement.

10.3. The Association's decision shall be final, subject to appeal procedures outlined in the community's governing documents.

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
SALISBURY HOMEOWNERS ASSOCIATION AND THE RESTATED AND
AMENDED DECLARATION OF RESTRICTIONS, SALISBURY,
SECTION D**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SALISBURY HOMEOWNERS' ASSOCIATION AND THE RESTATED AND AMENDED DECLARATION OF RESTRICTIONS, SALISBURY, SECTION D is made this 8th day of November, 2001, by SALISBURY HOMEOWNERS' ASSOCIATION, a Virginia nonstock corporation, hereinafter referred to as the Association" and a majority of lot owners in Salisbury, Section D. *Lot owners do not need to be indexed.*

RECITALS

WHEREAS, pursuant to the Declaration of Restrictions, Salisbury, Section D (hereinafter, "Declaration") dated November 9, 1966 and recorded on November 9, 1966 in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, in Deed Book 860, at Page 253 et seq., restrictive covenants, easements and conditions were imposed and applicable to the lots in Salisbury, Section D, as more fully shown on the plat by J.K. Timmons, Civil Engineer, dated June 23, 1966 and recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, in Plat Book 15, Pages, 39 and 40;

WHEREAS, pursuant to paragraph 16 of the Declaration, for a ten year period commencing twenty-five years from the date of recordation of the Declaration, the Declaration may be changed in whole or in part by an instrument signed by a majority of the then owners of lots in Salisbury, Section D and recorded;

WHEREAS, the Association was created as a Virginia nonstock corporation on March 18, 1985 with the intended purpose being to provide for the upkeep, maintenance and general character of a residential neighborhood;

WHEREAS, the Association's Board of Directors desires to expand the Association's purposes, authority, rights and responsibilities to include, amongst others, architectural review and covenant enforcement over potentially all lots in all Sections of the Salisbury Community and to transition, over time, from a voluntary membership association to an association which contains a voluntary and mandatory membership and eventually becomes solely a mandatory membership community association;

WHEREAS, the amendment and restatement of the Declaration of Restrictions for the various Sections in the Salisbury Community is a prerequisite to the Association's achievement of its objectives, as set forth above;

BOOK 4292 PAGE 23

WHEREAS, at least a majority of the then owners of lots in Salisbury, Section D have affirmatively expressed their consent, as evidenced by their notarized signatures attached hereto, for this Declaration Of Covenants, Conditions And Restrictions For Salisbury Homeowners' Association And The Restated And Amended Declaration Of Restrictions For Salisbury, Section D, to run with the land and be binding upon all lots in Salisbury, Section D; and

NOW, THEREFORE, the Association and at least a majority of the lot owners in Salisbury, Section D, for and in consideration of the premises and covenants contained herein, does hereby declare the real property described as follows: Salisbury, Section D, as more fully shown on the plat by J.K. Timmons, Civil Engineer, dated June 23, 1966 and recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, in Plat Book 15, Pages, 39 and 40 (hereinafter properties"), as set forth in Exhibit "A", attached hereto and incorporated by reference herein, is to be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, which are for the purpose of protecting the value and desirability of, and shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their successors and assigns, shall inure to the benefit of each owner thereof, and shall in every respect replace and supersede said the original Declaration, as amended, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of said lots and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the property described in the plat while preserving to the Association certain rights, and which provisions of this Declaration Of Covenants, Conditions And Restrictions For Salisbury Homeowners' Association And The Restated And Amended Declaration Of Restrictions For Salisbury Section D shall be deemed to run with the land. The recitals are incorporated herein and made a part hereof; to wit:

ARTICLE I
DEFINITIONS

Section 1. "Articles of Incorporation" or "Articles" shall mean and refer to the Articles of Incorporation of the Salisbury Homeowners Association, as amended, and as filed with the State Corporation Commission of the Commonwealth of Virginia.

Section 2. "Association" shall mean and refer to the Salisbury Homeowners Association, a Virginia nonprofit nonstock corporation, its successors or assigns.

Section 3. "Assessment" shall mean and refer to assessments levied equally against all Lots subject to this Declaration to fund Common Expenses as provided in Article VI of this Declaration.

BOOK 4292 PAGE 24

Section 4. "Board of Directors" or "Board" shall be and refer to the elected body of the Association having its normal meaning under Virginia corporate law.

Section 5. "Bylaws" shall mean and refer to the Bylaws of the Salisbury Homeowners Association., as they may be amended from time to time.

Section 6. "Common Area" shall mean the real property owned, operated and maintained by the Association and which is designated for the use of the members of the Association.

Section 7. "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Properties. Such standard may be more specifically determined by the Board of Directors or the Architectural Control Committee (hereinafter, "ACC").

Section 8. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat which is subject to this Declaration with the exception of any Common Area.

Section 9. "Member" shall mean and refer to a Person entitled to membership in the Association, as provided herein.

Section 10. "Owner" shall mean and refer to the record owner of any Lot including builders and contract sellers, but excluding in all cases any party holding an interest merely as security for the performance of an obligation.

Section 11. "Properties" shall mean and refer to the real property, including lots and common area property, described in the Declaration, as amended.

ARTICLE II
MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner, as defined in Article I, Section 9 hereof, shall be deemed to have a membership in the Association. No Owner, whether one or more Persons, shall have more than one membership per Lot owned. In the event a Lot is owned by more than one Person, all such co-owners shall be entitled to the privileges of membership, subject to the restrictions on voting set forth in Section 2 of this Article and in the Bylaws, and all such co-owners shall be jointly and severally obligated to perform the responsibilities of Owners hereunder. The rights and privileges of membership may be exercised by a Member or the Member's spouse, subject to the provisions of this Declaration and the Bylaws. The membership rights of a Lot owned by a corporation or partnership shall be exercised by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association. The foregoing does not include persons or entities, which hold an interest

merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessments.

Section 2. Other Association Members. Owners acknowledge that in addition to their being mandatory members of the Association, the Association is comprised of voluntary members with the purpose and intent of the Association being to transition from a voluntary membership association to an association with voluntary and mandatory members eventually to a mandatory membership association. Owners further acknowledge that the voting and election of the Board of Directors of the Association shall be as established by the Association's Articles of Incorporation and Bylaws.

Section 3. Voting. The Association shall have one class of Membership, Class "A." Class "A" Members shall be all Owners, as described in Article I, Section 9 above. Class "A" Members shall be entitled to one (1) equal vote for each Lot in which they hold the interest required for membership under Section 1 hereof; there shall be only one vote per Lot.

ARTICLE III ARCHITECTURAL STANDARDS

Section 1. Architectural Standards. No structure shall be placed, erected or installed upon any Lot, no construction (which term shall include within its definition staking, clearing, excavation, grading and other site work), no exterior alteration or modification of existing improvements shall take place except in strict compliance with this Article, until the requirements below have been fully met, and until the prior written approval of the appropriate committee or the Board has been obtained pursuant to this Article.

Section 2. Architectural Control Committee. The Board of Directors may establish an Architectural Control Committee ("ACC") to consist of at least two (2) and no more than five (5) persons, all of whom shall be appointed by and shall serve at the discretion and at the pleasure of the Board of Directors. The ACC, if established, shall have jurisdiction, with the Board of Directors, over any exterior modifications, additions, or alterations made on or to existing Lots or structures containing Lots and the open space, if any, appurtenant thereto. The ACC may promulgate detailed standards and procedures governing its areas of responsibility and practice, consistent with the Declaration, as approved by the Board of Directors. Such standards and procedures, if promulgated, shall be referred to as the "Salisbury Guidelines." In addition, the following shall apply: plans and specifications showing the nature, kind, shape, color, size, materials, and location of such modifications, additions, or alterations, shall be submitted in writing to the ACC for approval as to quality of workmanship and design as to harmony of external design with existing structures, location in relation to surrounding structures, topography, and finish grade elevation. All authority referenced in this Section with respect to

BOOK 4292 PAGE 26

the ACC shall default to the Board if the ACC is not established by the Board or does not exist, for any reason. Nothing submitted to the ACC or the Board for approval in accordance with this Article shall be deemed approved unless in writing by the ACC or the Board.

Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of his or her dwelling, or to paint the interior of his or her dwelling any color desired; however, modifications or alterations to the interior of screened porches, patios, and similar portions of a dwelling visible from outside the dwelling shall be subject to approval by the ACC or Board. If approval of such plans and specifications is neither granted nor denied within thirty (30) days following receipt by the ACC of written requests for approval, the party making the submission for approval shall deliver written notice to the ACC of its failure to act, and, if approval is not granted or denied within fifteen (15) days thereafter, the plans and specifications shall be deemed to be approved. Lot owners shall be entitled to one appeal to the Board of Directors of decisions made by the ACC. Such appeal must be in writing and must be submitted within fifteen (15) days from the date of the ACC's decision. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

Section 3. No Waiver of Future Approvals. The approval of either the ACC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the ACC shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

Section 4. No Liability. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations and consistency with the community-wide-standard only, and the ACC shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other requirements of local, state or federal law. Neither the Association, the Board of Directors, any committee, or member of any of the ACC shall be held liable for any injury, damages or loss arising out of the manner or quality of approved construction on or modifications to any Lot.

Section 5. Completion Within 6 Months. All work, construction, building, installation, etc. which is subject to a written approval by the ACC or Board, as contemplated herein, must be completed within six (6) months from the date of such approval, unless otherwise indicated by the ACC or Board.

ARTICLE IV
RESTRICTIONS

Section 1. Residential Use Only. No lot shall be used except for residential purposes and only one residence may be constructed on each platted lot as recorded.

Section 2. Business Use. Notwithstanding Section 1 above, no trade or business may be conducted in or from any Lot, except that an Owner or occupant residing in a Lot may, as determined and approved in the sole discretion of the Board, conduct business activities within the Lot so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Lot; (b) the business activity conforms to all zoning requirements for the Properties; (c) the business activity does not involve regular visitation of the Lot by clients, customers, suppliers or other business invitees or door-to-door solicitation of residents of the Properties; and (d) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties.

Section 3. Square Footage. The living area of the main structure, exclusive of one-story open porches and garage erected on any parcel or lot shall not be less than 2,000 square feet.

Section 4. Signs. 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 property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

Section 5. Outbuildings. No recreational vehicle, 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.

Section 6. Trailers. Boats, boat trailers, campers, recreational vehicles, utility vehicles, utility trailers may be maintained on a lot, but only within an enclosed or screened area approved by the ACC such that they are not generally visible from the street or adjacent properties.

Section 7. Animals. No animals generally accepted as "farm animals" including, but not limited to, cattle, hogs, horses, and goats and no large reptiles shall be allowed on any lot.

Section 8. Quiet Enjoyment and Unsightly or Unkempt Conditions. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition of his or her Lot. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Properties other than from within an enclosed garage or the interior of a dwelling. No obnoxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done which shall be or become an

annoyance or nuisance to anyone residing on neighboring Lots. The Board shall have the sole discretion to determine any violations of this Section.

Section 9. Dumping. 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.

Section 10. Trees. No trees measuring 6 inches or more in diameter at a point two feet above the ground level may be removed without written permission of the Association, unless located within 10 feet of the building, within 10 feet of a building site, or within the right of ways of driveways and walkways. Exceptions are trees which must be removed because of an emergency or for trees which are dead, diseased or causing a threat to person or property. All wood and debris from tree removal shall be neatly disposed of and no stumps shall be visible. In the event of a violation of this provision, the lot owner shall, at his own expense, replace and replant with a like kind tree.

Section 11. Sewer-Disposal. No individual sewerage-disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of state and local public health authority. Approval of such systems as installed shall be obtained from such authority. Permanent structures shall not be built in, on or over any areas designated as a septic system drain field area or reserve drain field area for the lot.

Section 12. Mailboxes. Mailboxes shall be maintained in good working order and shall be free of rot, corrosion, peeling paint, damaged brick work, damaged stone work, or anything else which in the opinion of the Board of Directors contributes to an unsightly condition.

Section 13. Trash. All trash, garbage or other waste shall not be kept except in sanitary containers maintained in a neat and orderly fashion and stored in the rear of all lots. All trash collection for disposal shall take place in the rear of all lots. Trash containers, with the exception of recycling bins, may not be brought to the front curb for collection and disposal. Recycling bins shall be removed from the curb within 24 hours of them being emptied

Section 14. Cars For Sale. The placement of "For Sale" signs, or the like, on cars, boats, trailers or other vehicles shall be prohibited on any lot if such signs may be viewed from the street or adjacent property.

ARTICLE V EXPANSION OF ASSOCIATION

Section 1. Potential Expansion. The lot owners subject to this Declaration understand and accept that the membership of the Association and the number of lots which may become subject to this Declaration include: i) the 55 other neighborhoods of the Salisbury Community, as more specifically described in Exhibit "B" attached hereto, and incorporated by reference

herein; and ii) any residential property immediately contiguous to the property described in Exhibit "B" and more specifically described in Exhibit "C" attached hereto, and incorporated by reference herein.

Section 2. Supplemental Declaration. The other neighborhoods and real property, identified in Exhibits "B" and "C" may become subject to this Declaration by the recordation of a Supplemental Declaration to this Declaration which has been approved in accordance with the existing Declaration of Restrictions applicable to such neighborhood or such property. A vote of the membership of the Association shall not be required for a Supplemental Declaration, as referenced herein, to be recorded rendering the applicable lots subject to the terms and conditions of this Declaration.

ARTICLE VI ASSESSMENTS

Section 1. Creation and Purpose of Assessments. There are hereby created assessments for Association expenses as may from time to time specifically be authorized by the Board of Directors to be commenced at the time and in the manner set forth in Section 3 of this Article. Each Owner of a developed Lot, by acceptance of a deed or recorded contract of sale for any portion of the Properties, is deemed to covenant and agree to pay these assessments. All assessments, together with interest, which may be charged at the discretion of the Board of Directors at a rate of eight percent (8%) per annum, late charges, costs, costs of collection and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made until paid. Each such assessment, together with interest, late charges, costs, costs of collection and reasonable attorneys' fees also shall be the personal obligation of the Person who was the Owner of such Lot at the time the assessment arose, and, in the event of a transfer of title, his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors.

Section 2. Non-Payment and Remedies. The Board of Directors shall have the authority to initiate all legal remedies at its disposal in the event of a non-payment in assessments, including the ability to recover any interest, late fees, costs, costs of collection and attorneys' fees as contemplated by this Article.

Section 3. Computation of Assessment.

A) Initial Association Fiscal Year of Assessments. Notwithstanding any voluntary payments or contributions that may be made to the Association by lot owners, no lot owner shall have an obligation to pay assessments to the Association until such time as the

BOOK 4292 PAGE 30

Board of Directors has initiated the levying of assessments against lot owners for the "initial Association fiscal year" as set forth in this Section.

B) Determination of Initial Fiscal Year. The fiscal year of the Association shall be the calendar year. The "initial Association fiscal year" shall commence on January 1 of the year immediately following the year in which at least fifty-one percent (51%) of the neighborhoods identified in Exhibit "B" of this Declaration have been made subject to this Declaration through the recordation of the appropriate Supplemental Declaration in accordance with Article V.

C) Determination of Initial Assessment. Within thirty (30) days following the recordation of a Supplemental Declaration which subjects at least 51% of the neighborhoods identified in Exhibit "B" to this Declaration, the Board shall duly notice a special meeting of the Association. At such meeting the Board shall submit a proposed "initial budget" for the Association. The "initial budget" must be approved by a majority of the lot owners voting, in person or proxy, at the meeting in which a quorum is present.

If approved, the adopted "initial budget" shall serve as the basis for the assessment amount levied against each lot during the "initial Association fiscal year."

D) Determination of Subsequent Assessments. For all fiscal years, other than the "initial fiscal year", it shall be the duty of the Board, at least thirty (30) days before the beginning of each fiscal year to prepare and adopt a budget covering the estimated Common Expenses of the Association during the coming year.

The Assessments to be levied against each Lot for the coming year shall be set at a level which is reasonably expected to produce total income to the Association equal to the total budgeted expenses of the Association. However, the assessments may be increased annually, above the prior year for each lot, by ten percent (10%), at the discretion of the Board of Directors. If determined by the Board of Directors to be necessary, in order to meet the Association's budgetary obligations, the assessment may be increased above the maximum annual assessment amount (which includes the annual 10% increase) by the vote, in person or by proxy, of a majority of the lot owners at a meeting of the Association called for such purpose in which a quorum is present.

Notwithstanding the foregoing, however, in the event the Board fails for any reason to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year.

BOOK 4292 PAGE 31

E) Quorum. Quorum for the purposes of this Article and all other votes of the Association's membership, unless provided otherwise, is 15% of the Association's membership voting in person or by proxy at a duly noticed meeting.

Section 4. Lien for Assessment. Upon recording of a notice of lien on any Lot, there shall exist a perfected lien for unpaid assessments prior and superior to all other liens, except (1) all taxes, bonds, assessments, and other levies which by law would be superior thereto, and (2) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value, unless otherwise provided for by the Virginia Property Owners' Association Act, Section 55-508 et seq. of the Code of Virginia, 1950, as amended.

Section 5. Date of Commencement of Assessments. The obligation to pay the assessments provided for herein shall commence at closing upon conveyance of the Lot. The assessment obligation for the purchaser, as contemplated by this Section 5, for the year in which closing occurs, shall be prorated from the date of closing through the end of the Association's current fiscal year, which is the calendar year.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Term. The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any property subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

Section 2. Amendment. This Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of lot owners representing at least sixty-six and two-thirds percent (66 2/3%) of the total votes in the Association. Any amendment to be effective must be recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia.

If an Owner consents to any amendment to this Declaration or the Bylaws, it will be conclusively presumed that such Owner has the authority to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment. Any procedural challenge to any amendment to this Declaration must be filed in

BOOK 4292 PAGE 32

the Chesterfield County Circuit no later than one year from the date such amendment was recorded amongst the land records of Chesterfield County, Virginia..

Section 3. Indemnification. The Association shall indemnify every officer, director and committee member against any and all expenses, including counsel fees, reasonably incurred by or imposed upon such officer, director or committee member in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director or committee member.

The directors, officers and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The directors and officers shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any director, officer or committee member, or former director, officer or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and directors' and officers' liability insurance to fund this obligation, if such insurance is reasonably available.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 5. Perpetuities. No portion of these covenants, conditions, restrictions or other provisions of this Declaration shall be deemed unlawful, void or voidable for violation of the rule against perpetuities.

Section 6. Compliance. Every Owner and occupant of any Lot shall comply with all lawful provisions of this Declaration, the Bylaws, and the rules and regulations of the Association. Failure to comply shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the Association acting through its Board of Directors, or, in a proper case, by any aggrieved Lot Owner or Owners. In addition, the Association may avail itself of any and all remedies provided in this Declaration or the Bylaws and all rights and remedies conferred upon property owners' associations in accordance with the Virginia Property Owners' Association Act, Section 55-508

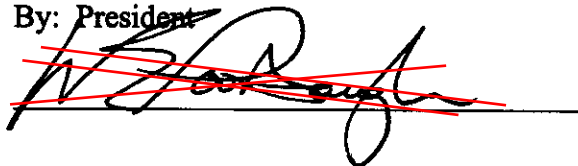
BOOK 4292 PAGE 33

et seq., as amended, Code of Virginia ("Act"). All rights, remedies and privileges granted to the Association pursuant to any terms, provision, covenant or condition of this Declaration, the Bylaws or state law shall be deemed to be cumulative, and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies nor shall it preclude the party exercising the same from exercising such privileges as may be granted to such party by this Declaration or at law or in equity. The Association, pursuant to this Section as well as the Act, shall also be entitled to receive its costs and attorneys' fees in any action brought against an Owner and/or occupant.

IN WITNESS WHEREOF, the undersigned lot Owners, constituting at least a majority of the lot owners of Salisbury, Section D, have executed, as evidenced by their notarized endorsements below, this 8th day of November, 2001, this Declaration of Covenants, Conditions and Restrictions for Salisbury Homeowners Association and the Restated And Amended Declaration of Restrictions, Salisbury, Section D.

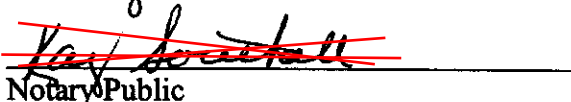
SALISBURY HOMEOWNERS ASSOCIATION,
a Virginia nonstock corporation

By: President



COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Chesterfield, to wit:

I, Kay Southall, a Notary Public in and for the jurisdiction aforesaid, so certify that the foregoing Declaration of Covenants, Conditions and Restrictions for Salisbury Homeowners Association and The Restated And Amended Declaration of Restrictions, Salisbury, Section D was executed and acknowledged before me this 8th day of November, 2001, by W.E. Boorbaugh, President.


Notary Public

My Commission Expires: 8-31-04

BOOK 4292 PAGE 34
EXHIBIT "A"

All of the real property, including the lots, described in Salisbury, Section D, as more fully shown on the plat by J.K. Timmons, Civil Engineer, dated June 23, 1966 and recorded June 30, 1966 in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, in Plat Book 15, Pages, 39 and 40.

Pages 14-42 contain a listing of the 62 sections of Salisbury with Tax ID's and legal definitions, a listing of the properties in Section D with Tax ID's as well as the notarized signatures of the residents of Section D at that time. This information has been omitted from this copy.

Prepared by:
 Cassie R. Craze, VSB #70054
 P.O. Box 1654
 Midlothian, VA 23113

Tax Map #s attached as **Exhibit B**
 725 713 6424 00000

**SUPPLEMENTAL DECLARATION TO THE DECLARATION OF COVENANTS,
 CONDITIONS AND RESTRICTIONS FOR SALISBURY HOMEOWNERS
 ASSOCIATION AND RESTATED AND AMENDED DECLARATION OF
 RESTRICTIONS, SALISBURY, SECTION D
 AND
 RESTATED AND AMENDED DECLARATION OF RESTRICTIONS,
 SALISBURY, HEATHLAND SECTION "A"**

This Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Salisbury Homeowners Association and Restated and Amended Declaration of Restrictions, Salisbury, Section D and Restated and Amended Declaration of Restrictions, Salisbury, Heathland Section "A" (hereinafter, "Supplemental Declaration, Salisbury, Heathland Section "A""), is made this 18th day of November, 2015, by SALISBURY HOMEOWNERS' ASSOCIATION, a Virginia nonstock corporation (hereinafter, "the Association") and a majority of lot owners in SALISBURY, HEATHLAND SECTION "A".

RECITALS

WHEREAS, pursuant to the Declaration of Restrictions, Salisbury, Heathland Section "A" (hereinafter, "Original Declaration, Salisbury, Heathland Section "A""), recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia ("Clerk's Office"), in Deed Book 1573, Page 1022, et seq., on January 27, 1982, restrictive covenants, easements and conditions were imposed and applicable to the lots in Salisbury, Heathland Section "A", as more fully shown on the plat by J. K. Timmons and Associates, Inc., Consulting Engineers, recorded in the Clerk's Office in Plat Book 40, Pages 51-52, on January 11, 1982;

WHEREAS, pursuant to paragraph 15 of the Original Declaration, Salisbury, Heathland Section "A", the Original Declaration, Salisbury, Heathland Section "A", may be changed in whole or in part by an instrument signed by a majority of the then owners of lots in Salisbury, Heathland Section "A" and recorded;

WHEREAS, the Association was created as a Virginia nonstock corporation on March 18, 1985 with the intended purpose being to provide for the upkeep, maintenance and general character of a residential neighborhood;

WHEREAS, the Association's Board of Directors desires to expand the Association's purposes, authority, rights and responsibilities to include, amongst others, architectural review and covenant enforcement over potentially all lots in all Sections of the Salisbury Community and to transition, over time, from a voluntary membership association to an association which

contains a voluntary and mandatory membership and eventually becomes solely a mandatory membership community association;

WHEREAS, a Declaration of Covenants, Conditions and Restrictions for Salisbury Homeowners Association and the Restated and Amended Declaration of Restrictions, Salisbury, Section D (hereinafter, "Salisbury Declaration"), was recorded at Deed Book 4292, Page 22 in the Clerk's Office on November 9, 2001;

WHEREAS, the adoption of Supplemental Declarations to the Salisbury Declaration by the lot owners in various Sections in the Salisbury Community is a prerequisite to the Association's achievement of its objectives, as set forth above;

WHEREAS, pursuant to Article V, Section 2 of the Salisbury Declaration, other neighborhoods and real property, identified in Exhibits "B" and "C" of the Salisbury Declaration, may become subject to the Salisbury Declaration by the recordation of a Supplemental Declaration;

WHEREAS, the property located in Salisbury, Heathland Section "A" is identified in Exhibit "B" of the Salisbury Declaration as neighborhoods contemplated to become subject to the Salisbury Declaration by the recordation of a Supplemental Declaration;

WHEREAS, at least a majority of the owners of lots in Salisbury, Heathland Section "A" have affirmatively expressed their consent, in accordance with paragraph 15 of the Original Declaration, Salisbury, Heathland Section "A", and as evidenced by their signatures attached hereto as **Exhibit "C"**, for this Supplemental Declaration to the Salisbury Declaration to run with the land and be binding upon all lots in Salisbury, Heathland Section "A";

WHEREAS, at least a majority of the owners of lots in Salisbury, Heathland Section "A" have affirmatively expressed their consent, in accordance with paragraph 15 of the Original Declaration, Salisbury, Heathland Section "A", and as evidenced by their signatures attached hereto as **Exhibit "C"** to restate and amend the Original Declaration, Salisbury, Heathland Section "A", which will hereby be replaced and superseded by the Salisbury Declaration as to Salisbury, Heathland Section "A";

WHEREAS, pursuant to Article V, Section 2 of the Salisbury Declaration, a vote of the membership of the Association shall not be required for a Supplemental Declaration, as referenced therein, to be recorded rendering the applicable lots subject to the terms and conditions of the Salisbury Declaration; and

NOW, THEREFORE, the Association and at least a majority of the lot owners in Salisbury, Heathland Section "A", for and in consideration of the premises and covenants contained herein, do hereby declare the real property described as follows: Salisbury, Heathland Section "A", as more fully shown on the plat by J. K. Timmons and Associates, Inc., Consulting Engineers, recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, in Plat Book 40, Pages 51-52 on January 11, 1982 (hereinafter "Property"), as set forth in **Exhibit "A"**, attached hereto and incorporated by reference herein, is to be held, transferred,

sold, conveyed and occupied subject to the following:

1. The covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration Of Covenants, Conditions And Restrictions For Salisbury Homeowners' Association and the Restated and Amended Declaration of Restrictions, Salisbury, Section D ("Salisbury Declaration"), recorded at Deed Book 4292, Page 22 in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, on November 9, 2001, which are for the purpose of protecting the value and desirability of, and shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their successors and assigns, and shall inure to the benefit of each owner thereof; all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of said lots and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the property described in the plat while preserving to the Association certain rights.

2. The recitals above are incorporated herein and made a part hereof.

3. As to Salisbury, Heathland Section "A", the Salisbury Declaration shall in every respect replace and supersede the Original Declaration, Salisbury, Heathland Section "A", recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, in Deed Book 1573, Page 1022, et seq., on January 27, 1982, as amended.

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

5. The effective date of this Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Salisbury Homeowners Association and Restated and Amended Declaration of Restrictions, Salisbury, Section D and Restated and Amended Declaration of Restrictions, Salisbury, Heathland Section "A" shall be the recordation date.

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

IN WITNESS WHEREOF, at least a majority of the lot owners of Salisbury, Heathland Section "A" have approved this Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Salisbury Homeowners Association and Restated and Amended Declaration of Restrictions, Salisbury, Section D and Restated and Amended Declaration of Restrictions, Salisbury, Heathland Section "A", as evidenced by their endorsements attached hereto as **Exhibit "C"**.

{The remainder of this page is intentionally blank.}

SALISBURY HOMEOWNERS' ASSOCIATION
a Virginia nonstock corporation

By: President

Edward J. Malloy, Jr.

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Chesterfield

On this 18th day of November, 2015, before me, the undersigned notary public, personally appeared EDWARD J. MALLOY, JR., the President of the Salisbury Homeowners' Association, 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.

Joanne Mach Ward
Notary Public

My commission expires: March 31, 2016

Notary registration #: 7523552



EXHIBIT "A"

All of the real property, including the lots, in Salisbury, Heathland Section "A", as more fully shown on the plat by J. K. Timmons and Associates, Inc., Consulting Engineers, recorded on January 11, 1982 in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, in Plat Book 40, Pages 51-52.

EXHIBIT "B"

14110 CHEPSTOW RD	725713642400000	SALISBURY L9BK A SE A HEATHLD
14120 CHEPSTOW RD	725713531400000	SALISBURY L10BK A SE A HEATHLD
14200 CHEPSTOW RD	725713430600000	SALISBURY L11BK A SE A HEATHLD
14210 CHEPSTOW RD	725712349700000	SALISBURY L12BK A SE A HEATHLD
02001 CHEPSTOW CT	725712198700000	SALISBURY L13BK A SE A HEATHLD
02011 CHEPSTOW CT	725713170300000	SALISBURY L14BK A SE A HEATHLD
02021 CHEPSTOW CT	725713071900000	SALISBURY L15BK A SE A HEATHLD
02020 CHEPSTOW CT	724713941300000	SALISBURY L16BK A SE A HEATHLD
02010 CHEPSTOW CT	724712909600000	SALISBURY L17BK A SE A HEATHLD
02000 CHEPSTOW CT	724712898200000	SALISBURY L18BK A SE A HEATHLD
02001 HEATHLAND DR	724712678600000	SALISBURY L19BK A SE A HEATHLD
02011 HEATHLAND DR	724713710100000	SALISBURY L20BK A SE A HEATHLD
02021 HEATHLAND DR	724713771400000	SALISBURY L21BK A A HEATHLAND
02101 HEATHLAND DR	724713832800000	SALISBURY L22BK A A HEATHLAND
02111 HEATHLAND DR	724713894200000	SALISBURY L23BK A A HEATHLAND
14341 HEATHLAND TR	724713935900000	SALISBURY L24BK A A HEATHLAND
14321 HEATHLAND TR	725713085100000	SALISBURY L25BK A A HEATHLAND
14309 HEATHLAND TR	725713153900000	SALISBURY L26BK A SE A HEATHLD
14301 HEATHLAND TR	725713262200000	SALISBURY L27BK A SE A HEATHLD
14300 HEATHLAND TR	725713402800000	SALISBURY L28BK A SE A HEATHLD
14302 HEATHLAND TR	725713474300000	SALISBURY L29BK A SE A HEATHLD
14310 HEATHLAND TR	725713345500000	SALISBURY L30BK A SE A HEATHLD
14320 HEATHLAND TR	725713266900000	SALISBURY L31BK A SE A HEATHLD

14330 HEATHLAND TR	725713148000000	SALISBURY L32BK A A HEATHLAND
14340 HEATHLAND TR	724713968100000	SALISBURY L33BK A A HEATHLAND
02211 HEATHLAND DR	725713039600000	SALISBURY L34BK A A HEATHLAND
02221 HEATHLAND DR	724714991300000	SALISBURY L35BK A A HEATHLAND
02231 HEATHLAND DR	724714993300000	SALISBURY L36BK A A HEATHLAND
02232 HEATHLAND DR	724714803700000	SALISBURY L37BK A A HEATHLAND
02230 HEATHLAND DR	724714672300000	SALISBURY L38BK A HEATHLAND A
02220 HEATHLAND DR	724714700600000	SALISBURY L39BK A A HEATHLAND
02210 HEATHLAND DR	724713709300000	SALISBURY L40BK A A HEATHLAND
02200 HEATHLAND DR	724713707800000	SALISBURY L41BK A A HEATHLAND
02120 HEATHLAND DR	724713686300000	SALISBURY L42BK A A HEATHLAND
02110 HEATHLAND DR	724713654900000	SALISBURY L43BK A A HEATHLAND
02100 HEATHLAND DR	724713593500000	SALISBURY L44BK A A HEATHLAND
02020 HEATHLAND DR	724713522200000	SALISBURY L45BK A A HEATHLAND
02010 HEATHLAND DR	724713460700000	SALISBURY L46BK A SE A HEATHLD
02000 HEATHLAND DR	724712429300000	SALISBURY L47BK A SE A HEATHLD
14201 NEWGATE RD	725713730100000	SALISBURY L9BK B SE A HEATHLND
14211 NEWGATE RD	725712818800000	SALISBURY L10BK B SE A HEATHLD
14221 NEWGATE RD	725712877400000	SALISBURY L11BK B SE A HEATHLD
14231 NEWGATE RD	725712905700000	SALISBURY L12BK B SE A HEATHLD
14241 NEWGATE RD	725712834100000	SALISBURY L13BK B SE A HEATHLD
14251 NEWGATE RD	725712712900000	SALISBURY L14BK B SE A HEATHLD
14261 NEWGATE RD	725712572500000	SALISBURY L15BK B SE A HEATHLD
14271 NEWGATE RD	725712432000000	SALISBURY L16BK B SE A HEATHLD

14301 NEWGATE RD	725712221500000	SALISBURY L1BK C SE A HEATHLND
14311 NEWGATE RD	725712081200000	SALISBURY L2BK C SE A HEATHLND
14321 NEWGATE RD	724712931100000	SALISBURY L3BK C SE A HEATHLD
14331 NEWGATE RD	724712771400000	SALISBURY L4BK C SE A HEATHLND
14341 NEWGATE RD	724712621800000	SALISBURY L5BK C SEC A HEATHLD
14351 NEWGATE RD	724712482200000	SALISBURY L6BK C SE A HEATHLND
14400 NEWGATE RD	724712345100000	SALISBURY L15BK C SE A HEATHLD
14401 CHEPSTOW RD	724712397000000	SALISBURY L16BK C SE A HEATHLD
14201 CHEPSTOW RD	725712598200000	SALISBURY L1BK D SE A HEATHLND
14211 CHEPSTOW RD	725712477300000	SALISBURY L2BK D SE A HEATHLND
14221 CHEPSTOW RD	725712336700000	SALISBURY L3BK D SE A HEATHLND
14231 CHEPSTOW RD	725712186100000	SALISBURY L4BK D SE A HEATHLND
14301 CHEPSTOW RD	725712035900000	SALISBURY L5BK D SE A HEATHLND
14311 CHEPSTOW RD	724712885900000	SALISBURY L6BK D SE A HEATHLND
14321 CHEPSTOW RD	724712736100000	SALISBURY L7BK D SE A HEATHLND
14331 CHEPSTOW RD	724712596400000	SALISBURY L8BK D SE A HEATHLND
14350 NEWGATE RD	724712544600000	SALISBURY L9BK D SE A HEATHLD
14340 NEWGATE RD	724712694300000	SALISBURY L10BK D SE A HEATHLD
14330 NEWGATE RD	724712834000000	SALISBURY L11BK D SE A HEATHLD
14320 NEWGATE RD	724712973800000	SALISBURY L12BK D SE A HEATHLD
14310 NEWGATE RD	725712114000000	SALISBURY L13BK D SE A HEATHLD
14300 NEWGATE RD	725712264300000	SALISBURY L14BK D SE A HEATHLD
14270 NEWGATE RD	725712404800000	SALISBURY L15BK D SE A HEATHLD
14260 NEWGATE RD	725712555300000	SALISBURY L16BK D SE A HEATHLD

14230 NEWGATE RD	725712666200000	SALISBURY L17BK D SE A HEATHLD
14277 NEWGATE RD	725 712 4190 00000	SalisburyPT VAC Treport Road
14283 NEWGATE RD	725 712 3118 00000	SalisburyPT VAC Treport Road

EXHIBIT "C"

Signature pages have been omitted from this copy.

INSTRUMENT #44048
RECORDED IN THE CLERK'S OFFICE OF
CHESTERFIELD ON
NOVEMBER 20, 2015 AT 03:20PM

WENDY S. HUGHES, CLERK
RECORDED BY: LCB

**VIRGINIA LAND RECORD COVER SHEET
FORM A - COVER SHEET CONTENT**

Instrument Date: 11/18/2015
 Instrument Type: **AMEND**
 Number of Parcels: 1 Number of Pages: 52
☐ City ☒ County

CHESTERFIELD

TAX EXEMPT? VIRGINIA/FEDERAL LAW

☐ Grantor:

☐ Grantee:

Consideration: \$0.00

Existing Debt: \$0.00

Actual Value/Assumed: \$0.00

PRIOR INSTRUMENT UNDER § 58.1-803(D):

Original Principal: \$0.00

Fair Market Value Increase: \$0.00

(Area Above Reserved For Deed Stamp Only)

Original Book Number: 1573 Original Page Number: 1022 Original Instrument Number:

Prior Recording At: ☐ City ☒ County

CHESTERFIELD

Percentage In This Jurisdiction: 100%

BUSINESS / NAME

1 ☒ Grantor: **SALISBURY, HEATHLAND, SECTION "A"**

☐ Grantor:

1 ☒ Grantee: **SALISBURY HOMEOWNERS' ASSOCIATION**

☐ Grantee:

GRANTEE ADDRESS

Name: **SALISBURY HOMEOWNERS' ASSOCIATION**

Address: **PO BOX 1024**

City: **MIDLOTHIAN**

State: **VA** Zip Code: 23113

Book Number: 1573 Page Number: 1022

Instrument Number:

Parcel Identification Number (PIN): 725713642400000 Tax Map Number: 725713642400000

Short Property Description: **SALISBURY L9 BK A SE A
HEATHLD**

Current Property Address **14110 CHEPSTOW ROAD**

City: **MIDLOTHIAN**

State: **VA** Zip Code: 23113

Instrument Prepared By: **CASSIE R. CRAZE**

Recording Paid By: **CRAZE LAW, PLLC**

Recording Returned To: **SALISBURY HOMEOWNERS' ASSOCIATION**

Address: **P.O. BOX 1024**

City: **MIDLOTHIAN**

State: **VA** Zip Code: 23113

