

and provisions of these Protective Covenants may be assigned in whole or in part to any person, corporation, partnership or organization (including, but not limited to, the Committee or the Association) which will assume the position of Declarant pertaining to the particular rights, powers, easements and reservations assigned, and upon any such person, corporation, partnership or organization's evidencing its consent in writing to accept such assignment and assume such position, he or it shall, to the extent of such assignment, have the same rights, powers, easements and reservations as Declarant and be subject to the same obligations, if any, which then exist by reason of these Protective Covenants. Upon the occurrence of such assignment to any person or entity other than the Association, Declarant will serve written notice thereof on all then Owners in accordance with Section 10.05 hereof, or give record notice to all Owners by recording a notice of such assignment in the Office of the Clerk of the Circuit Court of the County of Hanover. In the event of an assignment to the Association, then the Association shall be responsible for giving or recording such notice. Upon the occurrence of such assignment Declarant and agents shall be released and relieved from any and all liability and obligations imposed upon it as the Declarant by this Declaration occurring subsequent to the date of such assignment.

#### ARTICLE VIII

##### OWNERS ASSOCIATION

8.01 Creation. The Declarant may, at such time as it deems

appropriate, cause to be incorporated under the laws of the Commonwealth of Virginia a non-stock corporation to be named Pebble Creek Property Owners Association or a similar name (the "Association"). The Association will be governed by a board of directors. The primary purpose of the Association is to provide for the use, care, maintenance, repair, restoration, replacement, improvement, and renovation of the Common Areas and the median strips and to control the flow of water through the Ponds, streams, cofferdams, spillways and dams on the Property. In connection therewith, it may provide for capital reserves for this purpose, employ employees, engage professional persons and engage professional management to assist in the operation of the Association and borrow funds as it deems prudent and necessary to run the affairs of the Association. The Association will be governed by the provisions of its Articles of Incorporation and Bylaws which shall be consistent with the provisions of this Article VIII.

8.02 Members. Upon organization of the Association, all Owners of Lots shall upon becoming an Owner, automatically become members of the Association. Membership in the Association shall be appurtenant to and may not be severed from record title to a Lot. Ownership of a Lot shall be the sole qualification for membership in the Association. Owners of Lots in Additional Properties made subject to these Protective Covenants by Declarant pursuant to Section 2.02 of this Declaration shall be members of the Association as set forth above and shall have all of the rights and



all of the liabilities as such. There shall be two classes of membership, Class A and Class B, with Declarant constituting Class B and Declarant (so long as it is an Owner) and all other Owners constituting Class A as specified in Section 8.03 hereof.

8.03 Board of Directors.

(a) The initial board of directors will consist of three (3) directors who will be named by Declarant and set forth in the Articles of Incorporation. The terms of all directors shall be one year unless otherwise provided otherwise in the Articles of Incorporation of the Association, any amendments thereto, or in the Association's Bylaws.

(b) Upon expiration of the term of the initial board of directors and thereafter Declarant, as the sole member of Class B, will elect or designate one member of the board of directors. The members of Class A will elect or designate the remaining two (2) directors except as hereinafter provided. For so long as Declarant is the owner of any Lot, Declarant shall be entitled to designate one of the Class A directors. At such time as Declarant does not own a Lot Class B shall cease to exist and Class A shall be the only Class of members of the Association. The number and terms of office of Class A directors will not be changed so long as Declarant is entitled to designate any directors and in all events the above referenced ratio between Class B and Class A directors will not be changed so long as Class B continues to exist. All Class A directors which Declarant is not entitled to name as provided in this Section shall be elected as provided hereinafter.

(c) Subject to the above, each Class A member of the Association shall be entitled to vote for election of Directors as follows: each Owner of a Lot shall be entitled to one vote per Lot. Owners entitled to vote may give a written proxy to any other Owner entitling such Owner to cast votes by proxy. The membership books will be closed and adjustments in each member's voting rights will be made on the above basis by the Board of Directors 90 days prior to each annual meeting of the members or upon such date closer to the meeting as may be required by statute then in effect.

8.04 Adoption and Enforcement of Rules.

(a) The board of directors of the Association shall have the power to establish, adopt, and enforce rules and regulations with respect to use of the Common Areas and with respect to such other areas of responsibility assigned to the Association by the Declaration. Rules and regulations may be adopted by resolution and shall be reasonably published or distributed to the Owners or posted in a conspicuous place or places in the Common Areas. Rules and regulations may be enforced by any method normally available to the owner of private property in Virginia, including, but not limited to, mediation or application for injunctive relief or damages, during which the court may award to the Association court costs and reasonable attorneys' fees. Votes of members shall be cast and counted in the same manner as votes for Class A directors as described in Section 8.03 hereof.

(b) In addition to other remedies available to it, the board of directors of the Association shall also have the power to



seek injunctive relief from the circuit court of the County of Hanover against any Owner for any violation of the Declaration or rules and regulations for which the Owner or his family members, tenants, guests or other invitees are responsible. Before such injunctive relief is sought, the Owner shall be given an opportunity to be heard and to be represented by counsel before the board of directors. Notice of a hearing shall be hand delivered to the Owner or mailed by registered or certified mail, return receipt requested, to the Owner at the address of record with the Association at least fourteen days prior to the hearing. The Association may recover from the Owner its costs and reasonable attorneys' fees in enforcing this Section.

8.05 Funding; Assessments.

(a) Assessments. Funds to operate the Association will be provided by assessment of the Owners. The amount of such assessments shall be fixed by the Board of Directors. At or before the annual meeting of members the Board of Directors shall submit to the members its estimate of the total cost to be incurred by the Association for the ensuing year, and each Owner by virtue of ownership of a Lot shall thereupon become liable for and be assessed for his or its pro rata share of such total based upon the ratio of such Owner's vote or votes for Class A member of the Board of Directors of the Association as set forth in Section 8.03(c) to the total number of such votes (excluding the Declarant), which shall be payable as determined by the Board of Directors. Declarant shall not be deemed a member for purposes of assessment

and shall not be subject to any assessments fixed by the Board of Directors. Unless otherwise determined by the Board of Directors, the assessments provided for herein shall commence on the first to occur of (i) conveyance of a Lot by a builder to a purchaser/homeowner, (ii) six months after Declarant conveys a Lot to a builder, or (iii) June 1, 1996. Declarant or the Board of Directors shall require that each initial purchaser of a Lot from Declarant and each subsequent purchaser of such Lot thereafter, contribute an initial cash payment to the Association at the time of purchase of the Lot. Such amount shall be within the sole discretion of Declarant or the Board of Directors and may be changed from time to time without notice.

(b) Creation of Lien and Personal Obligation for Assessments. Each Owner by acceptance of a deed whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay annual assessments and special assessments to the Association as provided in this Section, all such assessments to be established and collected as herein provided. All assessments, together with interest, costs and reasonable attorney's fees incurred in the collection thereof (collectively, the "Collection Costs"), and any expenses incurred in the enforcement of any of the provisions of these Protective Covenants or any rules or regulations adopted by the Declarant or the Association (the "Enforcement Expenses"), shall be a charge on the land and shall be a lien upon the Lot against which each such assessment is made as provided by and subject to the provisions of Section 8.06 hereof.



Each such assessment, together with the Collection Costs and Enforcement Expenses appertaining thereto, shall also be the personal obligation of the persons or entities who are the Owners of such Lot at the time when the assessment falls due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by such successors.

(c) Pond Improvements Upkeep. It is acknowledged that the cost and expense of the upkeep of the Pond Improvements is of special significance to Declarant and Owners of Lots. If the Board of Directors of the Association proposes any one item of maintenance or repair to the Pond Improvements the cost of which will exceed Fifteen thousand dollars (\$15,000) the Board of Directors shall proceed as follows:

(1) If it has not theretofore done so, it will obtain the written report of an independent engineer or other appropriately qualified professional stating the work required to be done;

(2) it will obtain at least two (2) firm proposals for performance of the work at a fixed price;

(3) if not previously done it will deliver copies of such report and proposals to all members;

(4) commencing thirty (30) days after delivery of such report and proposals to the members, it will cause the work described in the report to be done for the lowest cost proposed; and

(5) the total cost, including charges of the engineer or other appropriately qualified professional, will be assessed to each Owner on the pro rata share basis of such total cost as provided in Section 8.05(a). Such assessments will be paid to the Association immediately but in no event later than thirty (30) days after the assessment.

(d) Special Assessments.

(i) In addition to all other assessments which are authorized in the Declaration, the board of directors of the Association shall have the power to levy a periodic special assessment against the Owners if the purpose in so doing is found by the board of directors to be in the best interests of the Association and the proceeds of such assessment are used primarily for the construction, reconstruction, repair or replacement of capital improvements, maintenance and upkeep, including capital expenditures, upon or of the Common Areas, including fixtures and personal property related thereto. Any such special assessment may be rescinded by majority vote of the Owners constituting a quorum as provided in the Bylaws of the Association attending a meeting of the membership convened in accordance with the provisions of the Bylaws of the Association within sixty days of receipt of the notice of such assessment. The Owners shall be deemed to have received notice of such special assessment three days after mailing of same by the Association as provided in Section 10.05 hereof.

(ii) The failure of an Owner to pay the special assessment allowed by subsection A shall entitle the association to



the lien provided hereunder as well as any other rights afforded a creditor under law.

(iii) The failure of an Owner to pay the special assessment allowed by subsection (d)(i) will provide the Association with the right to deny such Owner access to any or all of the Common Areas.

(e) Interest on Unpaid Assessments; Late Charges. Any assessments by the Association which are not paid by an Owner within such time as shall be designated by the board of directors, in the by-laws of the Association or as otherwise provided for herein, shall result in such Owner being liable for a reasonable late charge determined by the board of directors, and such assessment shall bear interest per annum at a rate of two percent (2%) above the prime rate established from time to time by Central Fidelity National Bank, Richmond, Virginia, from such date until paid, or at the maximum lawful interest rate for such obligations, whichever is less.

8.06 Lien for Assessments.

(a) Once perfected, the Association shall have a lien on every Lot for unpaid assessments levied against that Lot in accordance with the provisions of the Property Owners' Association Act set forth in Chapter 26, of Title 55 (Section 55- 508 et seq.) of the Code of Virginia of 1950, as amended, as same may be amended from time to time (the "Property Owners' Association Act") and of the Declaration. The lien, once perfected, shall be prior to all other subsequent liens and encumbrances except (i) real estate tax

liens on that Lot, (ii) liens and encumbrances recorded prior to the recordation of the Declaration, and (iii) sums unpaid on and owing under any mortgage or deed of trust recorded prior to the perfection of said lien.

(b) The Association, in order to perfect the lien given by this section, shall file before the expiration of twelve months from the time such assessment became due and payable in the clerk's office of Hanover County, a memorandum, verified by the oath of the President, Vice President, Secretary or Treasurer of the Association, which shall contain the following information or such other information as may be required by the Property Owners' Association Act as same may be amended from time to time:

1. The name of the development, Pebble Creek;
2. A brief legal description of the Lot;
3. The name or names of the persons constituting the Owners of the Lot;
4. The amount of unpaid assessments currently due or past due relative to such Lot together with the date when each fell due;
5. The date of issuance of the memorandum;
6. The name of the Association and the name and address of the person to contact to arrange for payment or release of the lien; and
7. A statement that the Association is obtaining a lien in accordance with the provisions of the Property Owners' Association Act.



(c) Prior to filing a memorandum of lien, a written notice shall be sent to the Owner by certified mail, at the Owner's last known address, informing the Owner that a memorandum of lien will be filed in the circuit court clerk's office. The notice shall be sent at least ten days before the actual filing date of the memorandum of lien.

(d) Suit to enforce any lien perfected under subsection (b) may be brought within twenty-four months from the time when the memorandum of lien was recorded; however, the filing of a petition to enforce any such lien in any suit wherein the petition may be properly filed shall be regarded as the institution of a suit under this section.

(e) In addition to the remedy set forth above the Association may maintain an action at law to recover any assessment. In any action, whether to enforce a lien or at law the Association shall be entitled to recover its reasonable attorneys' fees and costs in perfecting and enforcing any lien or in actions at law to recover any sum due.

(f) The time periods set forth in this section are intended to comply with those set forth in the Property Owner's Association Act. In the event any time period is extended by amendment to said act or by subsequent statute then the longer time period shall control.

#### ARTICLE IX

##### COMMON AREAS, Ponds, AND EASEMENTS

9.01 Maintenance of Common Areas. Declarant shall convey

the Common Areas to the Association by deed or deeds at such time and from time to time as Declarant deems appropriate. Upon conveyance the Association shall accept such Common Areas, and the Association shall at its cost and expense be responsible for the upkeep of such Common Areas. For purposes of this Section "upkeep" is defined to include operation, care, maintenance, repair, restoration, replacement, improvement, renovation and reconstruction of the Common Areas and the continual clean up and removal of all trash and debris on the Common Areas. Such upkeep will be performed by the Association such that the Common Areas shall be kept in good order and condition and state of repair.

9.02 Pond Improvements and Easements.

(a) Ponds. Certain ponds (the "Ponds") which are to be constructed on certain portions of the Property are or will be shown in their approximate location on the subdivision plats of Pebble Creek and designated thereon as "Pond". The Owner of each Lot hereby agrees that in connection with the construction and continued presence of the Ponds on a portion or portions of its respective Lot as herein provided, water for the Ponds may be impounded on such portion or portions of such Lot for such purposes. In connection with the construction of the Ponds certain dams, cofferdams, spillways and appurtenances thereto (hereinafter referred to as the "Pond Improvements") may be constructed in the approximate locations shown on the Survey and designated "Dam" and within an area designated "Dam Outfall Area".



(b) Pond Construction Period. The Owner of each Lot agrees and consents that during the construction and development of the Pond Improvements on the Property (Hereinafter referred to as the "Construction Period") portions of the Property will be used by construction vehicles and trucks, for storage of materials and for other construction related purposes.

(c) Maintenance, construction, utility and drainage easements. The Owners of all Lots recognize and agree that temporary construction and permanent and perpetual maintenance easements and all rights of access reasonably necessary to permit construction and maintenance of the Common Areas including, without limitation, the Ponds and the Pond Improvements, and permanent easements to permit utility installation and maintenance, and storm water drainage, on the Property are hereby granted to and retained by Declarant for the benefit of Declarant and the Association and their respective mortgagees, contractors, independent contractors, agents and assigns, and must be granted and conveyed hereafter by them to Declarant and the Association for the benefit of Declarant and of the Association and their respective mortgagees, contractors, independent contractors agents and assigns. Each Owner, by taking title to his or its respective Lot hereby grants and conveys and shall be deemed to have consented and agreed to hereafter grant and convey such easements when requested to do so by Declarant or the Association. Each Owner, by taking title to his or its respective Lot shall also be deemed to have agreed to obtain from

all appropriate parties, including his or its mortgagees and trustees under deeds of trust, the written subordination of any and all mortgages, deeds of trust, security interest and all other liens that encumber or in any way affect his or its respective Lot to such easements and to all other easements, rights of way and rights of ingress, egress, access and passage now set forth in or otherwise provided for in or contemplated by this Article VIII and such written subordination instruments shall be provided promptly and without delay to the Declarant and the Association when requested by the Declarant or the Association. Each mortgagee, noteholder under a deed of trust, trustee under a deed of trust and other holders of any security interest in any Lot by accepting a security interest in or legal or equitable title to a Lot, shall be deemed to have consented to and agreed that its security interest or legal or equitable title is subject to said easements and agrees to execute any instrument reasonably required to subordinate its debt and security instruments to such easements, rights of way and rights of ingress, egress, access and passage subject to the same not materially adversely affecting the Lot serving as the security for the obligations owed to such mortgagee or noteholder. Such easements will contain terms and conditions reasonably required by Declarant or the Association, as the case may be, but such easements will not unreasonably interfere with the development, use and occupancy of any Lot or unreasonably affect access to, or operation of, any such Lot. All temporary construction



easements, and temporary access rights in connection therewith, of Declarant shall terminate automatically when construction of the Ponds, the Pond Improvements or other Common Area for which such easement is granted or retained is completed, but the permanent and perpetual maintenance easements, and access rights in connection therewith, of Declarant and the Association shall continue in full force and effect except as hereinafter provided.

(d) Declarant hereby retains and reserves unto itself for the benefit of itself and of the Association a 50 foot scenic easement measured from the High water mark along and across all Lots adjoining shorelines of the Ponds. Property within the Scenic Easements shall be held and maintained by the Owner thereof in accordance with the following requirements: (i) no trees having a diameter greater than four inches at one foot above the ground may be cut without written consent of Declarant or of the Association, and (ii) no driveways, parking areas, boat landings, boat houses, docks, pens, containers, receptacles, Improvements or manmade structures of any type or shape may be constructed, built or placed within the Scenic Easements without the prior written consent of Declarant or of the Association. Utility installations, pedestrian walkways, wells and drainage installations may be placed and utility and drainage, recreational and other easements may be granted in, over and across the Scenic Easement by or with the prior written consent of Declarant or the Association. The purpose of the Scenic Easements is to create, preserve and enhance the natural and

unspoiled shoreline of the Ponds, to retard erosion and siltation in the Ponds, and to provide for the pleasure and enjoyment of the residents of Pebble Creek. Declarant may reserve, declare and record additional declarations of the aforescribed Scenic Easements in accordance with the purposes set forth in this paragraph to further describe, better locate, perfect or grant the Scenic Easements, as Declarant may deem appropriate and, in such event the Owners of all Lots and their respective mortgagees shall join in such conveyance upon request by Declarant.

9.03 Recreational Use of the Ponds.

(a) Except with the consent of the Association, or its designee, which consent the Association or its designee, may grant, withhold or condition in its sole and absolute discretion, the Ponds will not be entered by anyone for swimming, boating, fishing or any other use, it being the intent of this Declaration that the active as compared to passive use of the Ponds shall be within the control of the Association. Prior to conveyance of the Ponds and/or easement of the Ponds to the Association all such rights of control expressed in the preceding sentence shall be exercisable by the Declarant. No Owner, other than Declarant, shall have the right to draw water from a Pond. The Owners of all Lots recognize and agree that the County of Hanover, its agents and assigns, will be granted an ingress, egress and access easement for the lawful performance of emergency functions in the event of emergencies by all police, fire, ambulance and other rescue or emergency personnel.



(b) The Association may designate a committee to control the use of the Ponds. The number of members of the committee shall be determined by the Board of Directors. The members of the committee shall be elected by those Owners whose Lots include a shoreline on a Pond. No Owner shall have a right to elect any committee member unless the Lot owned by such Owner includes a shoreline on a Pond.

(c) Any committee designated by the Association as set forth in (b) above for the purpose of regulating and controlling the Ponds shall have all the power and authority regarding such regulation and control as is granted the Association herein.

9.04 Additional Easements. If it becomes clear that additional easements, whether or not contemplated or mentioned in this Declaration, between or across portions of the Property are necessary or desirable to effectuate the purposes of this Declaration, provided said proposed additional easements will not unreasonably interfere with the development, use and occupancy of any Lot, unreasonably affect access to, or operation of, any such Lot, or materially increase the operating costs of any such Lot, Declarant for itself and for the benefit of the Association hereby reserves the right to determine, create and grant or require the grant of such additional easements as are necessary. Any such new easement or easements shall be signed by Declarant and/or all Owners of portions of the Property which compose the land within such new easement and shall be recorded in the Office of the Clerk of the Circuit Court of the County of Hanover.

9.05 Use of and Limitations of Easements.

(a) The Owners of Lots benefited by the easements specified in Section 9.04 (if any and to the extent additional easements are for the benefit of Lot Owners) of this Agreement and those other persons granted rights herein shall be entitled to use and enjoy said easements in common with others entitled to use same and shall take no action in or with respect to any of said easements which would interfere with the rights of other persons to use said easements or to enjoy the benefits therefrom.

(b) Each Owner of a Lot shall have the right, acting either separately or jointly with the other Owners, temporarily to deny, restrict or condition access to all or any such portion of the Property then owned by such Owner at such time and in such manner as may be necessary or appropriate to prevent dedication of such portion of the Property to the use of the public or any governmental authority and/or to prevent creation of prescriptive rights therein. Such denial, restriction or conditioning of access shall be accomplished with the minimum steps necessary to prevent such dedication or creation of rights and shall be accomplished in such a manner as to minimize disruption to those parties entitled to use and enjoy the aforesaid easements, privileges and rights.

9.06 Rezoning. No Owner or any other person or entity may apply or join in an application to amend, vary or modify the Zoning Ordinance or rezone or apply for any zoning variance or waiver as to all or any portion of the Property without the prior



written consent of Declarant. Declarant may apply for such rezoning as to any portion of the Property owned by it at anytime.

9.07 Permission to Others. The Board of Directors may allow residents of the surrounding areas that are not owners in the property to use the common areas. This permission shall be granted in its sole discretion under terms and conditions prescribed by it. Nothing contained in this paragraph shall be construed to grant any right to any person who is not a Lot Owner.

9.08 Force Majeure. Declarant or the Association, as the case may be, shall be excused for the period of any delay and shall not be deemed in default with respect to the performance of any of the terms, covenants and conditions of this Declaration when prevented from so doing by cause or causes beyond its reasonable control, which shall include, without limitation, all labor strikes, riots, or warlike operations, invasions, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, fire or other casualty, inability to obtain any material or services, weather, acts of God, or any other cause, whether similar or dissimilar to the foregoing, not within its or their reasonable control.

#### ARTICLE X

##### MISCELLANEOUS PROVISIONS

10.01 Constructive Notice and Acceptance. Every person, corporation, partnership or organization, who or which now or

hereafter owns or acquires any right, title or interest in or to any portion of their property is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person, corporation, partnership or organization acquired such right, title or interest. Except as otherwise specified provided the provisions of this Section will not apply to any mortgagee of an Owner until such time as it becomes a mortgagee in possession of the Lot of the Owner or becomes the Owner by foreclosure or otherwise of such Lot in which case it and its successors and assigns (including without limitation, the successful bidder at a foreclosure sale of a Lot) as Owner of such Lot will be so bound only as long as they are the Owner of such Lot and afterwards only for matters occurring during the period of ownership.

10.02 Paragraph Headings. Paragraph, Article and Section headings, where used herein, are inserted for convenience of reference only, are not intended to be a part of these Protective Covenants or in any way to define, limit or describe the scope and intent of the particular paragraphs to which they refer, and accordingly shall not be deemed or construed to affect the meaning of any provision hereof.

10.03 Effect of Invalidation. If any provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.



10.04 Conflict with Applicable Laws. This Declaration is intended to comply with the provisions of applicable law, including, without limitation the provisions of the Property Owners Association Act and the provisions of this Declaration shall be construed and interpreted so as to comply with rather than to violate any such provision of law in the event of any conflict.

10.05 Written Notice. Whenever written notice is required or specified herein, such written notice shall be deemed given only when delivered in person or deposited in the United States mail, postage paid and addressed to the last known address of the addressee which may be either the address shown on the Association's records or the address shown on the real estate tax records of the County of Hanover for the addressee. All such notices shall be sent certified mail, return receipt requested. Whenever actual receipt is specified or required herein, then such actual receipt shall be deemed obtained when notice is given in writing and delivered in person or otherwise actually received by the designated recipient.

10.06 Exceptions and Waivers. Declarant reserves the right to grant exceptions to and waive any of the provisions contained in this Declaration. Such exceptions shall be granted by Declarant and such waivers shall be granted by Declarant only when, in its sole and absolute discretion, the exception or waiver is harmonious with the general intent or purpose of this Declaration. Every exception and waiver granted by Declarant shall be made in writing

in recordable form and may be recorded. The granting of any exception or waiver with respect to any Lot or part thereof shall not be deemed an amendment of this Declaration except to the extent specifically set forth in such exception or waiver, shall not entitle any Owner to similar rights or privileges and shall create no negative reciprocal easements in favor of any other party.

10.07 Other Property of Declarant. By their purchase or obtaining any interest in any Lot subject to these Protective Covenants, all Owners of Lots or any interests therein, their heirs, legal and personal representatives, successors and assigns recognize that Declarant is or may become the owner of property in the vicinity of the Property, some of which may be contiguous thereto, and that such property is not now subject to this Declaration, may never become subject to this Declaration and may be developed by Declarant in a manner that does not conform to the requirements of this Declaration. By their purchase or obtaining any interest in any Lot subject to this Declaration, all such parties recognize and agree that all such property of Declarant not made specifically subject to this Declaration by a written and appropriately recorded document executed by Declarant and evidencing Declarant's intention to subject such property hereto will in no way be burdened or bound by this Declaration, or any restrictive covenants in equity, equitable easements, equitable servitudes, implied restrictive covenants in equity or implied reciprocal negative easements, covenants or servitudes or any other restriction, condition, covenant or servitude according to any



doctrine or theory that could in any way be construed to impose the provisions of this Declaration on any such property of Declarant not made subject specifically thereto in writing and recorded.

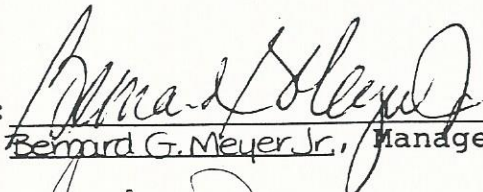
10.08 Other Covenants and Restrictions. Nothing contained in this Declaration is to be construed as preventing or inhibiting the Declarant from imposing further covenants or restrictions on its Lot or Lots or from providing for easements in connection with the development thereof; provided, however, that in the event of any conflict between the terms and conditions of any such covenants or restrictions and the terms and conditions of this Declaration, the terms and conditions of this Declaration shall in all events prevail. Subsequent or further covenants and restrictions imposed upon any Lot may specifically provide that they are supplemental to this Declaration in which event they shall be Supplemental Declarations as defined in Section 2.03 hereof and they shall be a part of this Declaration but only as to the Lot against which such Supplemental Declarations are recorded, and in such event all terms, provisions, covenants, rights and remedies set forth herein shall be a part of and incorporated by reference into such Supplemental Declarations. Such Supplemental Declarations may contain provisions limiting the ability of Owners, but not of Declarant or the Association, from enforcing the provisions of Supplemental Declarations against Owners of all or any portion of the Lot subjected to such Supplemental Declarations. The owners of Lots subjected to Supplemental Declarations may not enforce the provisions of such Supplemental Declarations against any Owner

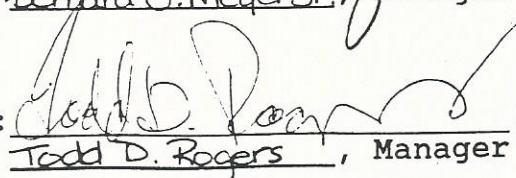
hereunder or against the Declarant or the Association except to the extent any such Owner or Declarant or the Association owns or occupies real property subject to such Supplemental Declarations, or has consented to be bound by the terms of such Supplemental Declarations.

10.09 Cumulative Remedies. The various rights, options, elections, powers and remedies contained in this Declaration shall be construed as cumulative, and no one of them shall be exclusive of any of the others or of any other legal or equitable remedy which Declarant, the Association, the Committee or any Owner might otherwise have in the event of breach or default in the terms hereof, and the exercise of one right or remedy of any such party shall not impair its right to any other right or remedy until all obligations imposed upon any other party, person or entity have been fully performed.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed.

PMG-ONE, LLC, a Virginia  
limited liability company

By:  (SEAL)  
Bernard G. Meyer Jr., Manager

By:  (SEAL)  
Todd D. Rogers, Manager



STATE OF VIRGINIA

CITY/COUNTY OF Richmond to-wit:

The foregoing Declaration was acknowledged before me this 11 day of August, 1995, by Bernard G. Mayer, Jr., a manager of PMG-One, LLC, a Virginia limited liability company, on behalf of the company.

Kimberly C. Nuckels  
Notary Public

My commission expires: 4-30-97

STATE OF VIRGINIA

CITY/COUNTY OF Richmond to-wit:

The foregoing Declaration was acknowledged before me this 11 day of August, 1995, by Todd D. Rogers, a manager of PMG-One, LLC, a Virginia limited liability company, on behalf of the company.

Kimberly C. Nuckels  
Notary Public

My commission expires: 4-30-97

Virginia, Hanover County; to-wit:

in the Clerk's Office of the County and State aforesaid the 31 day of Aug., 1995, at 4:13 o'clock P. M., the foregoing writing was presented and admitted to record, together with the annex certified of acknowledgement and recorded in Deed Book No. 1140 page 614

Tested: R. L. Shelton Clerk

COMMONWEALTH OF VIRGINIA



OFFICIAL RECEIPT  
HANOVER CIRCUIT COURT  
DEED RECEIPT

DATE: 08/31/95 TIME: 16:13:41 ACCOUNT: 0850LA9214 RECEIPT: 95010011956  
CASHIER: JLM PEG: HN13 TYPE: DRG PAYMENT: FULL PAYMENT  
INSTRUMENT : 9518 BODY: 0 PAGE: 0 RECORDED: 08/31/95 AT 16:13  
GRANTOR NAME : PEBBLE CREEK EX: N LOCALITY: CO  
GRANTEE NAME : PROTECTIVE COVENANTS EX: N PERCENT: 100%  
AND ADDRESS :

RECEIVED OF : MEYER GOERGEN & MARRS DATE OF DEED: 0831/95

CHECK : \$65.00

DESCRIPTION 1: PEBBLE CREEK PROTECTIVE COVENANTS  
2: CK.#530

CONSIDERATION:	.00	ASSUME/VAL:	.00	MAP:
CODE DESCRIPTION		PAID CODE DESCRIPTION		PAID
301 DEEDS		64.00 145 VSLF		1.00

TENDERED :	65.00
AMOUNT PAID:	65.00
CHANGE AMT :	.00

CLERK OF COURT: RICHARD L. SHELTON