

PEBBLE CREEK

PROTECTIVE COVENANTS

Deed # 9316
Orig. Returned Grantor _____ : Grantee _____
Others: Meyers, Goergen
RICHARD L. SHELTON, CLERK

PEBBLE CREEK PROPERTY OWNERS' ASSOCIATION
PROTECTIVE COVENANTS

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PEBBLE CREEK
PROTECTIVE COVENANTS

THIS DECLARATION is made as of the 3/ day of August, 1995, by PMG-One, LLC, a Virginia limited liability company, (hereinafter referred to as "Declarant").

ARTICLE I

RECITALS

1.01 Ownership. Declarant is the owner of certain real property (the "Property") consisting of Lots 1 through 87 inclusive as shown on a certain plat of survey prepared by J. K. Timmons & Associates, Inc. dated July 25, 1995 entitled "Pebble Creek, Section 1, Henry District, Hanover County, Virginia", and recorded in the Clerk's Office, Circuit Court, Hanover County, Virginia in Plat Book 8 page 9 (the "Plat").

ARTICLE II

GENERAL PROVISIONS

2.01 Establishment of Covenants. Declarant hereby declares that the Property (as herein defined) shall hereafter be held, transferred, sold, leased, conveyed, financed, mortgaged and occupied subject to the covenants and provisions herein set forth, each and all of which is and are for, and shall inure to the benefit of and pass with, each and every parcel of the Property and all ground leasehold estates therein and shall apply to and bind the heirs, legal and personal representatives, assignees and successors in interest of any Owner (as hereinafter defined)

thereof; provided, however, that any and all rights, powers and reservations of Declarant including but not limited to those relating to issuances of approval, enforcement, curing of defaults and rights of regulation according to this Declaration are personal to Declarant and may be transferred to its successor and assigns as contemplated in Section 7.03 hereof which taker may or may not own land in Pebble Creek.

2.02 Declarant's Right to Extend Covenants. The Declarant shall have the right, in its sole and absolute discretion, to subject other properties owned by Declarant to the terms and conditions of this Declaration (the "Additional Properties"). Unless otherwise stated herein, the Owners (defined below) of Lots (defined below) in the Additional Properties shall have the same rights and obligations as are ascribed to Owners of Lots and members in this Declaration. The Additional Properties shall be made subject to this Declaration by the filing of a certificate, executed by a duly authorized representative of the Declarant, in the clerk's office of the Circuit Court of the County of Hanover stating that such Additional Property is subject to this Declaration.

2.03 Purpose of Covenants. The general purpose of this Declaration is to provide that the Property which is and shall be known as Pebble Creek, will be developed, improved and used in such a manner that:

(a) The image of Pebble Creek as a high quality residential development will be created, preserved and enhanced;

(b) Improvements (as hereinafter defined) located therein will provide a harmonious and appealing appearance and function;

(c) The common and easement areas, all buildings, structures, and equipment, and the ponds, dams, coffer, spillways and appurtenances thereto will be maintained and administered.

The specific purpose of this Declaration is to provide a means for creating, maintaining, controlling and preserving Pebble Creek as a high-quality residential development as permitted by the Zoning Ordinances (hereinafter defined) and these Protective Covenants.

2.04 Definitions.

(a) Association. "Association" shall mean the Pebble Creek Property Owners Association created pursuant to Article VIII of these Protective Covenants.

(b) Common Area. "Common Area" shall mean any land, Improvement, right of way, or easement designated by Declarant for the use of Owners (as hereinafter defined) of Lots (as hereinafter defined) in Pebble Creek including without limitation, pedestrian walks, the Ponds, and Pond Improvements (both hereinafter defined). The designation of a Common Area by Declarant may provide that only some of the Owners may be permitted to use some of such Common Areas. A Common Area shall be deemed sufficiently designated if labeled "Common Area" on a plat of all or a portion of the Property signed by and recorded by Declarant. For purposes of these Protective Covenants, Common Area shall not include any portion of

a site that the Owner thereof may designate as a common area for any purpose or in any other document unless such other document specifically declares such common area to be a Common Area within the scope of the Declaration and Declarant accepts such area as a Common Area.

(c) Declarant. "Declarant" shall mean PMG-One, LLC, and its successors and its assigns pursuant to Article 7.03 hereof.

(d) Improvements. "Improvements" shall mean and include, but not be limited to, buildings, outbuildings, underground installations, slope alterations, dams, spillways, ponds, ponds, swimming pools, spas, tennis courts, recreational structures, sediment control devices, roads, berms, driveways, parking areas, fences, mailboxes, screening walls, retaining walls, stairs, decks, windbreaks, plantings, planted trees and shrubs, poles, signs, utilities, water lines, sewer, pump stations, wells, drainfield and septic systems, electrical and gas distribution facilities, heating, cooling and air circulation equipment and facilities, loading areas and all other structures or landscaping improvements of every type and kind initially or at any time thereafter placed or constructed on the Property.

(e) Occupant. "Occupant" shall mean any person, corporation, partnership, or organization who or which has purchased, leased, rented, or is otherwise legally entitled to occupy and use any Lot (as hereinafter defined) or portion thereof.

(f) Owner. "Owner" shall mean and refer to the record owner (including Declarant), whether one or more persons or

entities, of fee simple title to any Lot (as hereinafter defined) but excluding Trustees under Deeds of Trust and all others holding title merely as security for the performance of an obligation. No delegation by a fee simple owner shall relieve such fee simple owner from liability for the performance of such fee simple owner's obligations hereunder. In the event any Lot is jointly owned by two or more persons or entities then each shall be fully liable hereunder as an Owner. "Owner" shall include the record owner of any lot in Additional Property made subject to this Declaration by the Declarant pursuant to Section 2.02 hereof.

(g) Property. "Property" shall mean the real property described in Section 1.01 and any Additional Property subjected to these Protective Covenants pursuant to the provisions of Section 2.02 of this Declaration. As used herein "Pebble Creek" shall be deemed to mean the Property.

(h) Lot. "Lot" shall mean a lot owned in fee simple by Declarant or any other Owner in Pebble Creek, as shown and designated on the Subdivision plat as described in Section 1.01. One Owner may own more than one Lot and such Lots shall not merge and shall remain separate Lots in spite of the fact that two or more of same may have a common boundary line. "Lot" shall also include any lot owned in fee simple by Declarant or any other Owner in Additional Property made subject to these Protective Covenants pursuant to the provisions of Section 2.02 of this Declaration.

(i) Street right-of-Way. "Street Right-of-Way" shall mean any right-of-way designated as same by Declarant and any

right-of-way dedicated for use as a public road. All Street Rights-of-Way over any property then owned by Declarant within Pebble Creek shall be public pursuant to dedications thereof made by Declarant to the County of Hanover or such other appropriate governmental authority.

(j) Supplemental Declarations. "Supplemental Declarations" shall mean any declaration of covenants, conditions and restrictions subsequently imposed upon all or any portion of the Property by Declarant provided such subsequent declaration specifically provides that it is supplemental to this Declaration.

(k) Survey. "Survey" and "Surveys" shall mean collectively the subdivision plat entitled "Pebble Creek, Section 1, Henry District, Hanover County, Virginia", a copy of which survey was recorded in the Office of the Clerk of the Circuit Court of the County of Hanover on August __, 1995 in Plat Book __, page __, and any other subdivision plat subdividing Additional Property made subject to these Protective Covenants by the Declarant pursuant to Section 2.02 of this Declaration.

(l) Zoning Ordinances. "Zoning Ordinances" shall mean (i) the ordinance adopted by the Board of Supervisors of Hanover County, Virginia, concerning rezoning of the Property or portions thereof, and any amendments or modifications thereto, and rezonings of the same or other portions of the Property, in any such case only with the consent of Declarant, (ii) that certain Planned Unit Development Agreement dated September 22, 1994 between the Declarant and the County of Hanover, Virginia, and (iii) such

other zoning, subdivision, or land use ordinances hereinafter adopted by the Hanover County Board of Supervisors to the extent applicable to the Property. Zoning Ordinances shall include, without limitation, the conditions proffered by the zoning applicant and made a part of the Zoning Ordinances, and any amendments of the foregoing proffers.

ARTICLE III

PERMITTED AND PROHIBITED USES

3.01 Permitted Uses. The Property is to be used solely for high-quality residential purposes in accordance with the terms and conditions of the Zoning Ordinances, of these Protective Covenants, and of Supplemental Declarations recorded subsequently hereto by Declarant as to various phases and subdivisions of the Property provided such subsequent covenants, conditions and restrictions expressly state that they are subject to these Protective Covenants. Each Lot may be used only as a single family residence.

3.02 Prohibited Uses

(a) No operations or use shall be permitted or maintained which is dangerous, unlawful or unsafe or which causes or produces any of the following effects discernible outside of buildings or affecting any adjacent Property:

- (1) Noise or sound including, without limitation, music whether prerecorded or performed live that is objectionable because of its volume, duration, or frequency;
- (2) Smoke;

- (3) Noxious, toxic, or corrosive fumes or gases;
- (4) Obnoxious odors;
- (5) Dust, dirt or fly ash;
- (6) Unusual fire or explosive hazards;
- (7) Vibration;
- (8) Violations of applicable laws, ordinances and regulations;
- (9) Any other activity which creates a nuisance, is noxious or offensive or is not consistent with the intent or purpose of these Protective Covenants.

Certain events sponsored by the Association, including but not limited to, holiday celebrations, fireworks displays and social gatherings, may violate one or several of these prohibited activities but shall not be deemed in violation of these covenants.

(b) No business (except home businesses allowed under the zoning ordinance for the Property), manufacturing or industrial uses or operations may be conducted or permitted on any Lot.

(c) The following shall be prohibited unless expressly approved by the Committee as hereinafter set forth:

- (1) fences between the front line of any residence and the street;
- (2) Exterior antenna;
- (3) Satellite dishes unless screened as not to be visible from the street or any other lot and not exceeding eighteen inches in diameter;

- (4) Above ground swimming pools;
- (5) Exposed masonry other than brick or stone;
- (6) Dwellings constructed on a slab foundation.

(d) No horses, livestock cattle, hogs, goats or poultry of any kind shall be raised, bred or kept on any Lot, except not more than three dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for commercial purposes. No dog kennels of any type shall be allowed.

(e) All trash, waste, garbage or other items to be disposed of must be kept in sanitary containers in the rear yard of each residence. No rubble shall be dumped on any lot.

(f) No unlicensed motor vehicle shall be parked on any Lot unless kept in an enclosed garage. No trailer shall be parked on any Lot unless same is kept in an enclosed garage or in a rear driveway area so as not to be visible from the street and appropriate screening is provided to shield the view of such trailer from any houses on neighboring lots.

(g) No Owner (excluding Declarant) shall disturb or alter in any way, any portion of the Property or any portion of a Lot, that is classified as a "wetland" under the federal Clean Water Act of 199_ and the regulations promulgated thereunder, without first obtaining written approval from the Declarant and the Association, which approval may be withheld in the approving party's sole and absolute discretion, and also obtaining all necessary permits and approvals from all governmental authorities having jurisdiction over such wetlands, including, but not limited

to, federal, State, and local authorities, and the Army Corp of Engineers.

3.03 Subdivision. Except in accordance with the Zoning Ordinances, and except with Declarant's consent in writing, which consent will be in Declarant's sole and absolute discretion, no Lot shall be subdivided, no dedication of any part of a Lot for a public or private road shall be made and no private right-of-way shall be granted; provided, however, that Declarant reserves the right at any time and from time to time to dedicate any portions of the Property owned by it as a public right of way and upon such dedication these Protective Covenants will thereafter no longer affect or apply to the portions of the Property so dedicated and accepted. Any Lot that is subdivided in accordance with this Section 3.03 shall result in the creation thereby of one or more new Lots for purposes of this Declaration. Declarant may express its consent thereto by signing and recording a plat of survey for such new Lots which plat of survey shall automatically result in the creation of additional Lots.

3.04 Lot Maintenance.

(a) Vacant Lot. The Owner of any Lot that is not Improved or on which the Improvements have been destroyed by fire or other casualty, and on which Improvements are not under construction shall maintain its Lot in such a manner that no trash and debris will be allowed to collect and to otherwise provide upkeep to the Lot so that the Lot will not be hazardous and will at all times present a neat and attractive appearance, which will

include weed and grass control and mowing to a height not greater than eight inches in grassy areas.

(b) Improved Lot. The Owner of any Lot shall, during and after completion of construction of Improvements keep the premises, Improvements and appurtenances in a safe, clean, wholesome condition and comply in all respects with all governmental, health, fire and police requirements and regulations and shall remove at his or its own expense any rubbish of any character whatsoever which he may have accumulated on his Lot. The Owner shall perform all exterior maintenance and repairs to each improved Lot including lawn and garden cutting, mowing, trimming, clipping, replacing of dead or diseased shrubs, cleaning of gutters and downspouts, painting, repairing of roofs, siding, chimneys, gutters, downspouts, decks, the exterior of any balconies, exterior stairs and railings. Where the property line of any Lot or part thereof abuts a Street Right-of-Way or Common Area, the obligations imposed hereunder shall extend to the edge of the street pavement or the edge of the Common Area, as the case may be.

(c) Pond Shorelines. In addition to the above, the Owner of any Lot that fronts on or extends into any Pond (hereinafter defined) shall at its cost and expense be responsible for the upkeep of the shorelines thereof and of all portions of such Owner's portion of the Lot adjacent thereto that are subject to the easements referenced in and contemplated by Article IX hereof. The Declarant intends that the shoreline of the Ponds shall be at the high water mark. The actual water level will rise

and fall depending upon rainfall, weather, spillway release and related factors. For purposes of this Article III, "upkeep" is defined to include care, maintenance and repair and shall specifically include the continual cleanup and removal of all trash and debris around the Ponds and such adjacent portions of the Lot (including the easement areas described in Article IX hereof). Such upkeep shall be performed by the Owner to the end that the shoreline of the Ponds and the portions of the Lot adjacent thereto shall be kept in good order and condition and state of repair. Each Owner shall observe reasonable standards with reference to sanitation and handling of trash and debris. No Owner will develop, operate or occupy, its Lot in a manner that creates or results in, directly or indirectly, any pollution of the Ponds or any adjacent waterways. The dumping of any trash, debris, oil, or gasoline, treated or untreated sewage and effluent or sanitary sewage into the Ponds or such waterways and the erosion of any portion of any Lot with resulting increased siltation of the Ponds or such waterways is strictly forbidden. The use of fertilizers within 35 feet of the shoreline of any Pond without the express advance written consent of the Association is strictly forbidden. Storm water drainage will be permitted to flow into the Ponds or such waterways subject to applicable federal, State and local, including environmental, laws, rules, ordinances and regulations, if any, and to the rules and regulations of Declarant and the Association, if any, including the provisions of any storm drainage master plan for the Property, as same may be amended from time to

time, as may be adopted by Declarant or the Association consistent with the intent or the requirements of the aforescribed laws, rules, ordinances and regulations and of the Zoning Ordinances. No Owner will denigrate the overall quality or quantity of the water in the Ponds and such waterways or in any way or manner stop, staunch, decrease or disturb the flow of water in, to and out of the Ponds and such waterways whether the Ponds and such waterways are on or off such Owner's Lot. Each owner of a Lot adjoining a Pond shall comply strictly with all environmental, erosion and sediment control laws, rules, ordinances and regulations and all other applicable laws, rules, ordinances and regulations of any governmental entity having jurisdiction.

ARTICLE IV

REGULATION OF IMPROVEMENTS

4.01 Standards. The Zoning Ordinances together with the terms and provisions of this Declaration and the terms and provisions of Supplemental Declarations recorded by Declarant subsequent to this Declaration, if any, shall establish the standards, conditions and restrictions for development and construction of Improvements on all Lots. The approval of plans and specifications provided for in Article V hereof shall be based on among other things, height of buildings or other Improvements, adequacy of Lot dimensions, storm drainage considerations, conformity and harmony of external design with neighboring structures, Improvements (including the placement of HVAC units and any and all mechanical equipment), relation of topography, grade

and finished ground elevation of the Lot being improved to that of neighboring Lots, proper facing of all elevations with respect to nearby streets, Ponds, Common Areas and neighboring structures, and conformity of the submitted plans to the purpose and general plan and intent of this Declaration. The Committee (hereinafter defined) shall have the right to disapprove any submitted plans for improvement or any proposed use of any Lot, if such plans or proposed use are not in conformity with the provisions of this Declaration or the Zoning Ordinances or if the Committee, in its sole discretion, determines that such plans are not in the best interest of the contemplated development of the Property. The approvals set forth in Article V, together with compliance with all applicable laws, ordinances, and regulations, must be obtained prior to beginning construction of any Improvements on any Lot.

4.02 Completion of Construction. After commencement of construction of any Improvements the work thereon shall be diligently and continuously prosecuted, to the end that the Improvements shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof. Once commencement of construction of any Improvements occurs, the Owner of the Lot on which such construction is taking place shall diligently and continuously prosecute the completion of such Improvements and will not allow such construction to be discontinued for a period longer than thirty (30) days without the prior written consent of Declarant. In the event construction is discontinued due to strike(s) or labor dispute(s), inability to

obtain labor or materials, or reasonable substitute therefrom, acts of God, governmental restrictions or other reasons beyond the control of the Owner, this prohibition shall not apply so long as the Owner notifies Declarant of the reason for the discontinuance, the steps being taken to correct the reason for discontinuance and the anticipated amount of time before construction will continue, and such notice is updated every thirty (30) days. The Owner of each Lot, or part thereof, shall at all times keep contiguous public and private streets and Street Rights-of-Way free from any dirt, mud, garbage, trash or other debris which is occasioned by construction of Improvements.

4.03 Excavation. No clearing or excavation shall be made except in connection with the construction, maintenance or repair of an Improvement including landscaping; and upon completion thereof exposed openings shall be backfilled, and disturbed ground shall be leveled, graded and seeded, as provided on the plans for landscaping required by Section 4.04 hereof.

4.04 Landscaping.

(a) Every Lot shall be landscaped according to plans approved by the Committee (hereinafter defined) as specified herein and by the County of Hanover (if required) according to applicable ordinances and regulations and maintained thereafter in a sightly and well kept condition. No substantial change in landscaping, including the placement or replacement of trees, the removal of placement of hedges, or the grading or regrading of a Lot, may be installed without the written consent of the Committee.

(b) The Owner of each Lot shall landscape and maintain all areas between the property lines and the buildings. If the property line of a Lot abuts a Street Right-of-Way, then the Owner thereof shall landscape and maintain the landscaping on the Street Right-of-Way to the face of the pavement, or as close thereto as is permitted by the governmental authority or Declarant owning and/or maintaining it. The area between paved streets and any setback lines shall be used exclusively for landscaping, except for walks and driveways bisecting the required landscape area, for permitted parking areas and as otherwise provided for herein.

(c) Landscaping as so approved shall be installed within the periods provided in the Committee approval and in any event within the period required according to applicable building permits, ordinances and regulations.

(d) The Owner of every Lot or part thereof shall at all times maintain the required landscaping in a sightly and well kept condition, including, without limitation, mowing of grass, trimming of hedges, removal of weeds and such replanting and replacement as is from time to time required. The Committee shall have the authority to impose certain ground care requirements on individual Lots, including, but not limited to, irrigation systems, aeration schedules, fertilization, etc.

4.05 Signs. No outdoor signs shall be permitted without the written consent of Declarant or the Committee except: (1) a "for sale" sign not exceeding four square feet in size may be placed on any Lot while same is being offered for sale (except that Declarant

reserves the right to place signs anywhere and of any size relating to the sale of Lots in Pebble Creek); (2) appropriate signage at the entrances designating the Property as Pebble Creek may be erected by Declarant or the Association; (3) house numbering and street signs may be erected by Declarant or the Association; and (4) appropriate signs to regulate traffic and the use of the common areas may be erected by Declarant or the Association.

4.06 Storage. Except during the construction of Improvements, no materials, supplies or equipment, shall be stored in any area except inside an approved and enclosed building.

4.07 Specific Prohibitions. Without limiting the generality of any of the foregoing, the following use restrictions shall be maintained and enforced with respect to the Property:

(a) Temporary Improvements - No temporary buildings or other improvements of a temporary nature, including without limitation trailers, tents and shacks, shall be permitted on the Property except as may be permitted by the Committee (as hereinafter defined) in its sole and absolute discretion. Temporary improvements used solely in connection with the construction of approved Improvements may be permitted provided they are located reasonably inconspicuously and are removed immediately after completion of such construction.

(b) Service Lines - No "service" lines shall be constructed, placed or maintained anywhere in or upon the Property unless the same shall be contained in conduits or cables constructed, placed and maintained underground or concealed in,

under or on buildings or other approved Improvements, except that electrical transformers may be permitted if properly screened and approved by the Declarant. Nothing herein shall be deemed to forbid the erection and use of temporary power or telephone service poles incident to and during the construction of approved Improvements, nor the installation of approved permanent outdoor safety light poles. The foregoing shall not apply to "transmission lines" presently existing on the Property. As used herein, the term "service line" shall include electric, cable television and telephone poles, wires, cables, conduits and/or equipment or other devices for the conveyance and use of electricity, telephone, radio, television and other energy transmission or communication signals on any Lot or part thereof. As used herein, the term "transmission line" shall include such master electric, cable television and telephone poles, wires, cables, conduits, and/or equipment or other devices for the conveyance and use of electricity, telephone, radio and/or television signals to and across the Lots or parts thereof, and from which the "service lines" run. All junction and access boxes shall be screened with appropriate landscaping. The necessity for utility connection, meter boxes, etc. should be recognized and integrated with the architectural style and site plan for each site.

ARTICLE V

APPROVAL OF PLANS AND COMMENCEMENT OF CONSTRUCTION

5.01 Plans. Before commencing the construction or alteration of all initial or any subsequent or replacement buildings,

enclosures, fences, mailboxes, parking facilities, storage yards, or any other structures or any landscaping or any other Improvements on or to any Lot including, without limitation all replacements thereof and exterior renovations, reconstruction and repairs thereto, the Owner of every such Lot shall first submit preliminary and final plans (including site grading and landscape plans) and specifications, for all of the foregoing, all in duplicate, to an architectural review and control committee (the "Committee") for its written approval as hereinafter provided. The membership of the Committee shall be initially comprised of Phillip W. Dean, Todd D. Rogers, and Leroy B. Vaughan. One copy of submitted plans, specifications, and landscape plans, both preliminary and final, shall become the sole property of the Committee. The Committee shall be organized immediately upon the recordation of this Declaration. The Committee will select its own chairman and may adopt its own rules of order, and the chairman himself or upon the request of any member thereof shall call a meeting of the Committee with not less than twenty-four (24) hours prior written notice thereof to each member. A quorum of the Committee shall consist of a majority of its members or one member in the event the Committee consists of two persons or less and a quorum may act as the Committee at any meeting at which a quorum is present. Provided, however, that the Committee may designate and empower one or more of its members to act as the Committee in which event the member so acting shall exercise all power and authority of the Committee. The Committee may engage and seek advice from

professional persons including without limitation, attorneys, architects, engineers, surveyors, landscape architects and land planners in connection with the review of submitted plans and specifications in which event the fees of such professional persons may be charged to and paid by any Owner who has submitted such plans as a condition to approval. The Committee may impose such reasonable fees for its services as it may deem appropriate which fees shall be paid by any Owner who has submitted plans as a condition to approval. Other organizational and operational matters shall be as determined by the Committee at its meetings. The Committee may, but shall not be required to, adopt such written design criteria as it may deem appropriate from time to time and may amend and terminate prior written design criteria from time to time as it may deem appropriate. In the event of the death or resignation of one or all of the members of the Committee the Board of Directors of the Association shall appoint replacement members. Provided, however, that so long as the Declarant is the owner of at least one Lot the Declarant may appoint such replacement members. In the event the Declarant fails to appoint replacement members within 30 days of resignation or death of a member or members then the Board of Directors of the Association shall elect replacement members. The initial mailing address of the Committee is: Pebble Creek, Review Committee c/o Todd D. Rogers, 910-D Brandy Creek Drive, Mechanicsville, Virginia 23111. The Committee may change its address at any time without notice.

5.02 Approval Procedures and Requirements.

(a) No Improvement shall be constructed, erected, placed or altered on any Lot until preliminary and final plans and specifications for the Improvements showing among other things, site plan, which the Committee may require include topography and drainage analysis, location and expansion of any buildings, driveways and related landscaping, building elevation drawings, exterior building materials and appearance, landscape plans and such other matters as are contemplated by Section 4.01 hereof and such details and matters as may from time to time be established by the Committee, shall have been submitted to and approved in writing by the Committee.

(b) The procedure for obtaining approvals shall be as follows:

- (1) The Owner of each Lot will submit his name, mailing address and preliminary plans and specifications for the Improvements to be constructed or installed on the Lot to the Committee. Not later than twenty-one (21) business days after the date the Committee actually receives all such plans and specifications, the Committee will give the Owner written notice of approval or disapproval. If disapproved by the Committee, the Committee will mark written comments on and require written changes to the preliminary

plans and specifications which, if agreed to by such Owner and incorporated in its submitted final plans and specifications, will provide for the Committee's approval thereof. If the submitted preliminary plans and specifications provided to the Committee are not complete, as expressed in a written notice to the Owner not later than twenty-one (21) business days from receipt thereof specifying the omissions, the twenty-one (21) business day period for approval or disapproval shall not commence until the Committee receives a complete set of preliminary plans and specifications.

(2) Once approval or disapproval of the preliminary plans and specifications as provided for in (b)(1) above has occurred, the Owner may submit final plans which conform to the approved preliminary plans and specifications or the disapproved preliminary plans and specifications with such comments and changes as were required by the Committee pursuant to paragraph (b)(1) above. Not later than fifteen (15) business days after the date the Committee receives all such final plans and specifications, the Committee will give

the Owner written notice of approval or disapproval. If the final plans and specifications provided to the Committee are not complete, as expressed in a written notice to the Owner not later than fifteen (15) business days from receipt thereof specifying the omissions, the fifteen (15) business day period for approval or disapproval shall not commence until the Committee receives a complete set of final plans and specifications. If the final plans and specifications are not approved, the Committee shall set forth in writing the reasons for disapproval. No modifications to the final plans and specifications are permissible unless approved by the Committee, following the procedures described in (1) and (2) of this subparagraph (b) of Section 5.02. All Improvements shall be completed substantially in compliance with the final plans and specifications as they may be modified with Committee approval.

(3) All such plans and specifications shall be submitted in writing over the signature of the Owner of the Lot or part thereof, or his or its authorized agent, and shall be

accompanied by the request of such Owner or agent specifying for which part of such plans and specifications approval is sought. Nothing herein shall be construed to require the submission of plans for the alteration of the interior of an existing building, or the approval thereof.

These procedures may be amended or modified from time to time by a majority vote of the members of the Committee.

(c) Nothing contained in this Declaration shall prohibit the reconstruction or replacement of Improvements on any Lot, in the event the existing Improvements are destroyed by fire, wind, storm or other such hazard or in the case of landscaping by drought, decay or other cause; provided, however, that the covenants and conditions contained herein including, but not limited to, the Committee's approval requirements shall continue to apply to the Lot and any reconstruction of Improvements shall be performed in accordance with the terms hereof. In the event any Improvements are destroyed or damaged either in whole or in part, the Owner of the Lot on which such damage or destruction occurs shall repair (including any applicable rebuilding) such Improvements within a reasonable period of time thereafter subject in all events to the terms and conditions of these Protective Covenants; provided, however, that if any such Improvements are totally damaged or destroyed or partially damaged or destroyed so as to make the cost of repair excessive and the Owner does not

desire to so repair and rebuild such Improvements, then such damaged or destroyed Improvements and such other Improvements on the same Lot of which such damaged and destroyed Improvements are an integrated part shall be immediately and completely razed, dismantled and removed completely from the Lot, the Lot shall be completely cleared of any and all debris and the Lot shall then be landscaped, including overseeding, by the Owner pursuant to plans therefor submitted to and approved by the Committee as contemplated herein; provided, however, that any Party Walls shall be restored and supported by such Owner in a structurally sound manner. For purposes of this Declaration, total damage or destruction shall mean that the Improvement is damaged or destroyed to such an extent that the Owner in the reasonable exercise of his or its judgment can no longer use or occupy such Improvement for its intended purpose.

5.03 Time for Approval. If the Committee fails either to approve or to disapprove either plans and specifications within thirty (30) business days after the Committee has actually received such plans and specifications, such plans and specifications (preliminary or final, as the case may be) shall be deemed approved by the Committee.

5.04 Disapproval. Whenever the Committee disapproves such plans and specifications, the disapproval shall be accompanied by a written statement of the reason or reasons for such disapproval and such other information in connection therewith as is otherwise provided for in this Article V.

5.05 Limitation of the Committee's Liability. Neither the Committee nor any member thereof, or its or their successors or assigns, shall be liable for damages to anyone submitting plans and specifications to them for approval, or to any Owner or Occupant of land affected by this Declaration, by reason of a mistake in judgment, negligence, variance, inconsistency or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans and specifications. In the event any member of the Committee is named as a party in any actual or threatened legal action on account of his membership in the Committee or of any action or nonaction which he has taken or not taken as a member of the Committee in good faith then the Association shall pay such members reasonable attorney's fees and costs incurred as a result of any such action. Every person, corporation, partnership or organization who submits plans and specifications to the Committee for approval agrees, by submission of such plans and specifications, and every Owner of any of the Property agrees by acquiring title thereto or an interest therein, that he or it will not bring any action, proceeding or suit against the Committee or any member thereof to recover any such damages. The Committee's approval of any building plans, specifications, site or landscape plans or elevations or any other approvals or consents given or requirements imposed or suggested in connection therewith by the Committee pursuant hereto or otherwise shall not be deemed a warranty, representation or covenant that such

buildings, landscaping or other Improvements or other action taken pursuant thereto or in reliance thereon complies with, or is not in violation of, any applicable laws, rules or regulations, and by taking title to or leasing any part of the Property the Owner and/or Occupant, for themselves and their heirs, successors and assigns, do hereby expressly release and relieve Declarant, the Committee and all other members of the Committee of any and all liability in connection therewith.

5.06 Easements and Common Area Dedications. As a prerequisite of approval of plans and specifications, the Committee shall have the power to require the Owner who has submitted plans and specifications to grant easements for water lines, sanitary sewers, storm drainage facilities, underground telephone and electric power lines and other public utilities and to dedicate real estate as a Common Area.

5.07 Time Limitation. All approvals issued by the Committee as provided for in this Article V shall be effective for a period that shall be stated in the approval but if no period is stated, such approval shall be effective for a period of one year from the date approval is given or deemed to have been given as provided in Section 5.04. In the event construction of the work called for by the plans and specifications approved has not been substantially completed within the effective period then approval shall be deemed expired and no construction shall thereafter commence unless a written renewal of such prior approval is granted by the Committee upon application of the Owner according to the method for

submission of original plans and specifications as provided for in this Article V.

ARTICLE VI

COMPLIANCE AND ENFORCEMENT

6.01 Reciprocal Rights; Covenants Run With Land. Except as otherwise provided for herein, all restrictions, conditions, covenants and agreements contained herein are made for the direct, mutual and reciprocal benefit of each and every Lot or in favor of every other Lot or part thereof; shall create reciprocal rights and obligations between the respective Owners of all Lots and privity of contract and estate between all Owners of all Lots, their heirs, successors and assigns; and shall as to the Owner of each Lot, his heirs, successors and assigns, operate as covenants running with the land, for the benefit of all other Lots or parts thereof.

6.02 Attorney's Fees. In any legal or equitable proceeding for the enforcement of or to remedy the violation of these covenants or any provision hereof, the losing party or parties shall pay the reasonable attorney's fees and costs of the prevailing party or parties, in such amount as may be fixed by the court in such proceeding. Such fees upon appropriate docketing of a judgment to such effect shall become a lien against the Lot (if any) of the losing party. All remedies provided herein and/or otherwise available, at law or in equity, shall be cumulative and not exclusive.

6.03 Inspection. Declarant, the Committee and authorized agents of the Association may from time to time at any reasonable

hour or hours and upon prior reasonable notice to the Owner, enter upon and inspect any Property or Improvements subject to these Protective Covenants to ascertain compliance therewith. :

6.04 Compliance, Enforcement. Every Owner shall comply with all provisions of this declaration. Any lack of such compliance shall be grounds for an action or suit to recover sums due, for damages and for injunctive relief or for any other remedy available at law or in equity including, without limitation, specific performance.

6.05 By Whom Enforceable. Subject to the limitations set forth herein these covenants may be enforced by the Association, by any managing agent on behalf of the Association, by the Declarant, by the Committee or in any proper case by one or more aggrieved Owners, but none of them shall have any obligation to do so nor be liable to any one in the event of their failure so to do.

6.06 Failure to Enforce Not a Waiver of Rights. The failure of Declarant, the Committee, the Association or any Owner to enforce any covenants herein contained shall in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other provision of these Protective Covenants.

6.07 Right To Cure. In the event the Owner of any Lot fails to remedy any default, deficiency or violation of these Protective Covenants then Declarant or the Association (and not any Owner, Occupant or any other person or entity) shall, in addition to all other remedies provided for herein, have the right, privilege and license to cure such default, deficiency or violation and to make

and perform any and all reasonable maintenance, repairs or correction including without limitation, the destruction and removal of any Improvements constructed without approval of the Committee as provided in Article V hereof, and the costs and expenses thereof, including the reasonable attorney's fees of Declarant or the Association, as the case may be, shall be deemed a special assessment against the Lot and enforceable as provided in Article VIII hereof. The Declarant or the Association shall be deemed to have been granted a license to enter any Lot for such purposes and such entry shall not be deemed a trespass for any reason. Before any such action is taken by the Association the Owner shall be given an opportunity to be heard and to be represented by counsel before a meeting of the board of directors. Notice of such 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.

ARTICLE VII

TERM, MODIFICATION AND ASSIGNMENT

OF DECLARANT'S RIGHTS AND DUTIES

7.01 Term. Unless extended, modified, amended or terminated as provided in Section 7.02 hereof this Declaration, every provision hereof and every covenant, condition and restriction contained herein shall continue in full force and effect until January 1, 2015; provided, however, that unless terminated at the conclusion of the present or any extension term by a majority vote

of the total votes available to be voted for Class A directors as described in Section 8.03 hereof, this Declaration shall continue thereafter for successive extension terms of ten (10) years each. The vote shall be in writing and shall be certified to be correct by the Board of Directors of the Association which shall be prima facie evidence of the truth of the matter certified.

7.02 Modification. This Declaration, or any provision hereof, may be extended, modified or amended (but not terminated completely except as provided for in Section 7.01 or this Section 7.02), as to the whole of the Property or any portion thereof, with as to any extension, modification or amendment the vote of 67% of the total votes available to be voted as described in Section 8.03 and as to the termination hereof the vote of 80% of the total votes available to be voted as described in Section 8.03. The vote shall be in writing or shall be certified to be correct by the Declarant or by the Board of Directors of the Association which certification shall be prima facie evidence of the truth of the matter certified. Notwithstanding the foregoing for so long as Declarant, owns any Lot, (i) no such extension, modification, amendment or termination shall be effective without the written approval of Declarant, and (ii) Declarant may at any time, at Declarant's sole and absolute discretion, extend, modify, amend or terminate this Declaration as to any Lot or Lots.

7.03 Assignment of Declarant's Rights and Duties. Any and all rights, powers, easements and reservations of Declarant herein contained or hereafter granted to Declarant pursuant to the terms