

Prepared by and return to:
Cassie R. Craze, VSB #70054
P.O. Box 1654
Midlothian, VA 23113
Parcel Id #: 018-12 and 017-11

MAPLE GROVE LAKE ASSOCIATION, INC.
DECLARATION OF COVENANTS, EASEMENTS,
AND RESTRICTIONS

THIS DECLARATION of Covenants, Easements, and Restrictions (the "Declaration") is made as of the 29 day of MARCH, 2023, by THE REEDS LANDING CORPORATION, a Virginia Corporation (the "Declarant," Grantor for indexing purposes) and MAPLE GROVE LAKE ASSOCIATION, INC., a Virginia nonstock corporation (the "Association", Grantor and Grantee for indexing purposes), to submit the Property (as defined herein) to the jurisdiction of the Association

WITNESSETH:

WHEREAS, Declarant is the owner of the certain Property, as defined in Article I, Section 12 of this Declaration, located in County of Powhatan, Virginia:

WHEREAS, Association is the owner of the Lake as defined in Article I, Section 7 of this Declaration;

WHEREAS, Declarant and Association desire to subject the Property to certain covenants, conditions, and restrictions as set forth herein.

NOW THEREFORE, Declarant and Association hereby declare that the Property shall be held, sold and conveyed subject to the following covenants, easements, restrictions, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties, their heirs, successors, or assigns, having any right, title or interest therein or in any part thereof, and shall inure to the benefit of each Owner thereof. The Property is further subject to the Declaration of Covenants and Restrictions of The Maple Grove Association and The Reed's Landing Corporation recorded in the Clerk's Office, Circuit Court of Powhatan County, Virginia in Deed Book 335, pages 14-41; and the Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to all Property in Maple Grove recorded in the aforesaid Clerk's Office in Deed Book 335, pages 42- 52 (hereinafter referred to as the "Original Maple Grove Restrictions")

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to Maple Grove Lake Association, Inc., a Virginia nonstock corporation, its successors and assigns.

Section 2. "Builder" shall mean and refer to any Person who is duly licensed as a contractor and who purchases one (1) or more Lots for the purpose of constructing improvements for later sale to consumers in the ordinary course of such Person's business. Any Person occupying or leasing a Lot for residential purposes shall cease to be considered a Builder with respect to such Lot immediately upon occupancy of the Lot for residential purposes, notwithstanding that such Person originally purchased the Lot for the purpose of constructing improvements for later sale to consumers.

Section 3. "Common Area" or "Common Properties" shall mean and refer to all real property, if any, owned by the Association for the common use and enjoyment of the Owners. The Declarant may convey any real property, including but not limited to wetlands, owned or acquired by the Declarant in the vicinity of the Property to the Association for use as Common Area at any time or from time to time while this Declaration is in effect, but shall not be required to convey any particular property. The Association cannot decline acceptance of the conveyance of any Common Area, including, without limitation, the wetlands, if any, from the Declarant, but shall be deemed to have automatically and irrevocably accepted the Common Area conveyed to it simultaneously with the recordation of a deed of conveyance from the Declarant to the Association conveying property described as or to be held as Common Area or Common Properties. A declaration of annexation or supplemental declaration affecting the annexation of any additional land may incorporate additional Common Area. The Lake shall be part of the Common Area.

Section 4. "Declarant" shall mean and refer to The Reeds Landing Corporation, a Virginia Corporation, and its successors and assigns, provided that (a) such successors or assigns acquire more than one Unimproved Lot from the Declarant for the purpose of constructing improvements thereon, and (b) the Declarant assigns to such successors or assigns the Declarant's right hereunder as to the Lots.

Section 5. The "Governing Documents" shall mean and refer to, collectively, this Declaration, the By-Laws, and the Articles of Incorporation for the Association, and the rules and regulations of the Association as adopted by the Board of Directors ("Board"), and the Original Maple Grove Restrictions, as the same may be amended and supplemented from time to time.

Section 6. An "Improved Lot" shall mean and refer to any Lot which has all of the following characteristics:

- (a) a residential dwelling unit approved in accordance with the Original Maple Grove Restrictions;
- (b) either a permanent or temporary certificate of occupancy has been issued for the residential dwelling unit constructed thereon or one (1) year has passed from the date of issuance of a building permit for such residential dwelling unit; and
- (c) the Lot has been conveyed to an Owner other than Declarant.

Section 7. "Lake" shall mean and refer to the Maple Grove Lake which is located in the Maple Grove subdivision in Powhatan County, Virginia, and which is shown on the Maple Grove Master Plan which is attached hereto as Exhibit "A" and incorporated herein by this reference, including the dam and appurtenances thereto; outfall pipe; water surface to and below an elevation equal to the top of the dam.

Section 8. "Lot" shall mean and refer to subdivided lot within the Property that is located adjacent to the Lake, and shall include Lots 11-17 in Maple Grove Section 7, and Lots 24-28 and 29-30 in Maple Grove Section 8. It is anticipated that lots 3-8 in Maple Grove Section 5 will also be subjected to this Declaration and shall also be "Lots" as defined herein.

Section 9. "Maintenance Areas" shall mean all real and personal property to be maintained by the Association for the common use and enjoyment of the Owners, including, but not limited to, the area designated as Landscape Easement or other easement dedicated to the Association on any plat of the subdivision or any part thereof.

Section 10. "Owner" shall mean and refer to the record owner, whether one or more Persons, of a fee simple title to any Lot which is a part of the Property, including Declarant and Builders, but excluding those having such interest merely as security for the performance of an obligation.

Section 11. "Person" shall mean and refer to a natural person, a corporation, a partnership, a limited liability company, a fiduciary acting on behalf of another person, or any other legal entity.

Section 12. "Property" or "Properties" shall mean and refer to the Lake and the Lots located adjacent to the Lake (Lots 11-17 in Maple Grove Section 7 and Lots 24-28 and 29-30 in Maple Grove Section 8), and such additions thereto as may hereafter be submitted to this Declaration. The Lake is shown on the Master Plan attached hereto as Exhibit A. The Lots are the those shown on such Master Plan that directly touch the Lake. It is anticipated that lots 3-8 in Maple Grove Section 5 will also be subjected to this Declaration and shall become part of the "Property" as defined herein.

Section 13. "Unimproved Lot" shall mean and refer to any Lot that is not an Improved Lot.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area, if any, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Association to charge reasonable admission and other fees for

the use of any recreational facility from time to time situated upon the Common Area;

(b) The right of the Association to suspend the voting rights and right to use of the Common Area by an Owner for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed 60 days for any infraction of the Association's published rules and regulations, provided that access to the Owner's Lot over Common Area is not disturbed or interfered with;

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective and no mortgaging of the Common Area to secure a debt shall be effective, unless an instrument signed by two-thirds (2/3) of the members of each class of membership agreeing to such dedication, transfer or mortgaging has been recorded. If ingress or egress to any Lot is through the Common Area, any mortgaging or conveyance of that portion of the Common Area shall be made subject to the Owner's easement;

(d) The rights reserved to Declarant in Article VI, Section 1 (Reservation of Easements by Declarant) of this Declaration: and

(e) The right of the Association to adopt, promulgate and enforce reasonable rules and regulations relating to the use of the Common Area.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Association's By-Laws, his right of enjoyment to the Common Area and facilities thereon to the members of his family, his tenants, or contract purchasers who reside on the Lot. If an Owner leases a Lot to a Person, the Owner's right of enjoyment of the Common Area and facilities thereon shall automatically transfer to the Person leasing the Lot, unless the Owner provides written notice to the Association stating that the Owner will maintain the sole right of enjoyment to the Common Area and facilities thereon. Either the Owner or the Person to whom the Owner is leasing the Lot, but not both, may enjoy the right of enjoyment of the Common Area and facilities thereon, provided, however, the transfer of the right of enjoyment to the tenant shall not disturb or interfere with the Owner's access to the Lot over the Common Area.

Section 3. Owner's Rights and Obligations for the Lake.

a. Access to and use of the Lake shall be limited to the Owners, tenants, or lessees of Lots within the Property, and their immediate families, hereby defined as being those persons residing on the premises, and their guests; provided, however, nothing herein shall be construed as granting an easement of access to said Lake over any lake abutting the Lake.

b. The Lake may be used for swimming, boating and fishing. Only manually operated boats, canoes, rafts or floats may be used; but electrically operated motors may be used provided they are powered by a portable single battery of eighteen (18) volts or less. Any craft left afloat in the Lake shall be securely anchored or moored within twenty (20) feet of the shoreline contiguous to the Owner's Lot.

c. Spring boards or landing piers may be erected by an Owner in front of his Lot not extending more than 20 feet into the Lake and being not nearer on the land end than 40 feet to the side of the Lot.

d. Floats safely constructed and securely anchored or buoyed may be placed by an Owner in the Lake in front of his lot not more than 20 feet from the normal pool level at the shoreline of his Lot.

e. Owners erecting spring boards or landing piers or placing, installing or locating floats, all of which shall be of attractive design, and durable construction, shall be responsible for their maintenance in safe condition and for any damage to persons or property resulting from unsafe or defective condition of such installations.

f. No garbage, trash, refuse, waste water or debris of any kind shall be deposited in the Lake. Each Owner shall keep his land abutting on the Lake neat, clean, and free of trash, debris and unsightly articles or things that would tend to detract from the appearance or use of the Lake. Further, the design, location and engineering of all septic tanks located on the Lots and the location of all wells adjoining the Lake must be approved in writing by the Architectural Review Board constituted in the Original Maple Grove Restrictions.

g. Guests shall be permitted the use of the Lake only when accompanied by the Owner, tenants or lessee or a member of the immediate family as defined in paragraph a.

Section 4. Declarant's Rights as to Lake Pool Level. Declarant reserves the right for itself and it assigns to raise or lower the normal pool level of the Lots as determined by the principal spillway overflow elevation of the Lake an amount not exceeding 3 feet; and to use the water from the Lake for irrigation or other uses to be determined solely by The Reed's Landing Corporation, its successors and/or assigns, but the Lake shall not be drawn down more than 3 feet below normal pool level as determined by the principal spillway overflow elevation for these uses.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant. Class A members shall be entitled to one vote for each Lot owned. When more than one Person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be

exercised as they among themselves determine, but no more than one vote shall be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant which shall be entitled to elect a portion of the Board of Directors as provided in the Articles of Incorporation for the Association. As long as the Declarant owns any Lots within the Property it shall be entitled to appoint a majority of the Board of Directors. No amendment may be made to the Declaration or Articles of Incorporation that reduces or removes this right without the written consent of the Declarant.

Section 3. The affairs of the Association shall be managed by its Board which shall elect the officers of the Association.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements and otherwise, such assessments to be established and collected as hereinafter provided. Notwithstanding the foregoing to the contrary, the inclusion of Lots on a recorded subdivision plat shall not subject a Lot to assessment under this Article IV until such time as that Lot is conveyed to a Person other than Declarant. With respect to any Lot owned by a Builder, assessments shall commence on the earlier of (a) actual occupancy of the Lot for residential purposes or (b) one (1) year from the date that such Builder acquired title to such Lot. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing pro-rata lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the Person who was the Owner of such property at the time when the assessment fell due. Unimproved Lots are not subject to special assessments. The personal obligation for delinquent assessments shall not pass to the Owner's successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments.

(a) The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Property, for the improvement and maintenance of the Common Area and Maintenance Areas and of the improvements situated thereon, and such other services and areas of Association responsibility as defined by the Governing Documents.

(b) The Association shall pay any real and personal property taxes and other charges assessed against the Common Area and Maintenance Areas.

(c) The Association shall maintain a policy or policies of liability insurance, insuring the Association and its agents, guests, permittees, and invitees and the Owners of the Lots against liability to the public or to the Owners, their guests, permittees or invitees incident to the ownership or use of the Common Area and Maintenance Areas, in an amount not less than a combined single limit per occurrence (bodily injury and /or property damage) of One Million Dollars (\$1,000,000.00) and a Five Hundred Thousand Dollar (\$500,000.00) aggregate limit (maximum limit for the policy period), unless the cost of the premiums for such coverages are unreasonably high for the Association to bear, as determined by the Board in its discretion. The foregoing limits shall be reviewed at reasonable intervals and adjusted if necessary to provide such coverage and protection as the Association may deem prudent.

Section 3. Maximum Annual Assessment. Assessments shall be paid in such manner and on such dates as may be fixed by the Board, and unless the Board otherwise provides, any assessment shall be due and payable in advance on the first day of each fiscal year.

(a) The amount of the annual assessment shall be set by the Board of Directors of the Association. The initial annual assessment shall be \$600.00. The annual assessment may not be increased each year more than twenty percent (20%) above the annual assessment for the previous year without a vote of the membership.

(b) An annual assessment approved by the Board which is more than twenty percent (20%) greater than the previous year's annual assessment must be presented to the members at the annual meeting of the Association preceding the fiscal year in which such assessment shall go into effect. The annual assessment described above shall go into effect automatically, on the first day of the succeeding fiscal year unless disapproved by a vote of two-thirds (2/3), or more, of the votes cast by each class of members who vote in person, by electronic/virtual means, by absentee ballot, or by proxy, at a meeting duly called for this purpose and at which a quorum is present.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above and in addition to, and not in limitation of such other special assessments as may be authorized by applicable law (the Virginia Property Owners Association Act, Code of Virginia 55.1-1800 et seq. for example), the Association may levy, in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of construction, reconstruction, repair or replacement of any capital improvement upon the Common Area or Maintenance Areas, including fixtures and personal property related thereto or the cost of maintaining the BMPs, if any, or any other area of Association responsibility, as defined in the Governing Documents, provided that any such special assessment shall be approved by a vote of two-thirds (2/3), or more, of each class of members present, in person or by proxy, at a meeting duly called for this purpose and at which a quorum is present. Unimproved Lots shall not be subject to any special assessments.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4.

Written notice of any meeting called for the purpose of taking any action authorized under Section 3(b) or 4 of this Article shall be sent to all members not less than fourteen (14) days, nor more than fifty (50) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty-percent (50%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, the meeting may be adjourned and reconvened, and the required quorum at the reconvened meeting shall be one-third (1/3) of the votes of each class of membership. No such reconvened meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for Improved Lots and at a uniform rate for Unimproved Lots and may be collected on a monthly, bimonthly, quarterly, semi-annual or annual basis, as determined by the Board.

Section 7. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment or installment thereof not paid within fifteen (15) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum, or the maximum amount allowed by law, together with a late charge in the amount of the greater of Ten Dollars (\$10.00) or ten percent (10%) of the assessment amount that is due and unpaid. The Association may bring an action at law against the Owner personally obligated to pay such assessment, or foreclose the lien against the delinquent Owner's Lot, or exercise the rights reserved in Section 1(b) of Article II of this Declaration. If assessments are payable in installments and if any installment of assessments is not paid within thirty (30) days after the date when due, then the entire balance of all unpaid installments of such assessment may be declared immediately due and payable in full. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 8. Subordination of the Lien to Mortgage and Other Liens. The lien of the assessments provided for herein shall be subordinate and inferior to the lien for real estate taxes and bona fide duly recorded first deeds of trust on each Lot. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of a first mortgage or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V
PARTICULAR RESTRICTIONS

Section 1. Noxious or Offensive Activity. No noxious or offensive activity shall be carried on or upon any Lot or any part of the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance, public or private, to the neighborhood, or which shall in any

way interfere with the quiet enjoyment of each of the Owners of his respective dwelling unit, or which shall in any way increase the rate of insurance.

Section 2. Animals. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except dogs, cats or other household pets may be kept in reasonable numbers provided that they are not kept, bred or maintained for any commercial purpose. Notwithstanding the foregoing, no animals or fowl may be kept on the Property which result in an annoyance or are obnoxious to residents in the vicinity. Any Owner keeping an animal on a Lot will comply with all requirements of law applicable to such animal.

Section 3. Rubbish. With the exception of a Lot or Lots used by the Declarant or its assigns for the temporary storage of dirt or cleared debris, no Lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such Lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept upon any Lot that will emit foul or noxious odors, or that will cause any noise that will or might disturb the peace and quiet of the occupants of surrounding property. However, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish, and other such debris for pickup by trash removal services or the temporary storage of building materials by the Builder. The Builder shall be required to deposit any trash or rubbish in dumpsters that may be kept on the Lot or Lots.

Section 4. Use of Lake.

- a. Declarant reserves the right for itself and its assigns, including the Association, to raise or lower the normal pool level as determined by the principal spillway overflow elevation of the Lake an amount not exceeding 3 feet; and to use the water from the Lake for irrigation or other uses to be determined solely by Declarant, or its successors or assigns, but the Lake levels shall not be drawn down more than 3 feet below normal pool level as determined by the principal spillway overflow elevation for these uses. There is a Private Waterline and Well Agreement with The Foundry Golf Club, Inc. ("Golf Club"), dated March 25, 2022, to allow use of water from the Lake for irrigation by the Golf Club and that requires the Golf Club to maintain a grass cover on the dam serving the Lake to prevent erosion and to maintain the area with "an annual maintenance program of the fertilization, seeding and trimming of this cover to prevent volunteer tree growth and to promote an aesthetically pleasing appearance." Such agreement is recorded in the Clerk's Office for the Circuit Court of Powhatan County, Virginia as Instrument No. 202202598. No Owner or occupant of a Lot may draw water from the lake for irrigation or other purposes.
- b. Access to and use of the Lake shall be limited to the Owner's, tenants, or lessees of Lots, and their immediate families, hereby defined as being those persons residing on the Lot, and their guests; provided, however, nothing herein shall be construed as granting an easement of access to said Lake over any lake abutting the Lake. Guests shall be permitted the use of the Lake only when accompanied by the owner, tenants or lessee or a member of the immediate family of an Owner, tenant, or lessee.

- c. The Lake may be used for swimming, boating, and fishing. Only manually operated boats, canoes, rafts, or floats may be used; but electrically operated motors may be used provided they are powered by a portable single battery of eighteen (18) volts or less. Any craft left afloat in the Lake shall be securely anchored or moored within twenty (20) feet of the shoreline contiguous to the Owner's Lot.
- d. Springboards or landing piers may be erected by an Owner in front of his Lot not extending more than 20 feet into the Lake and being not nearer on the land end than 40 feet to the side of the Lot. Floats safely constructed and securely anchored or buoyed may be placed by an Owner in the Lake in front of his Lot not more than 20 feet from the normal pool level at the shoreline of his Lot. Owners erecting springboards or landing piers or placing, installing or locating floats, all of which shall be of attractive design, and durable construction, shall be responsible for their maintenance in safe condition and for any damage to persons or property resulting from unsafe or defective condition of such installations.
- e. No garbage, trash, refuse, waste water, or debris of any kind shall be deposited in the Lake. Each Owner shall keep his land abutting on the Lake neat, clean, and free of trash, debris, and unsightly articles or things that would tend to detract from the appearance or use of the Lake. Further, the design, location, and engineering of all septic tanks located on the Lots and the location of all wells adjoining the Lake must be approved in writing by the architectural review board constituted in the Original Maple Grove Restrictions.
- f. Until such time as the Association has begun collecting assessments, the Declarant shall maintain the Lake at its expense and may make such reasonable amendments or modifications of, or additions to, this Article V, Section 4 as it may deem to be in the best interests of the Owners of Lots, provided the right to the use of the Lake as herein set forth shall not be unreasonably curtailed. The Declarant or Association may, if it deems it necessary or advisable to do so: (i) change the hours of use; (ii) limit the number of guests who may use the Lake; (iii) prescribe certain days or times when the Lake shall not be used; (iv) limit the number and size of boats, canoes or other craft; (v) make exceptions to the Restrictive Covenants when deemed desirable or unobjectionable; and (vi) in general take such steps as may be necessary, desirable or expedient to provide for the orderly use and conduct of the Lake to the end that it may best serve its purposes on the interests of all concerned. Once the Association has started collecting assessments, all maintenance and permit obligations shall be borne by the Association.
- g. The rights and obligations of each Owner to use the Lake shall pass automatically to each successor in title who, by acceptance and recordation of deed, shall be deemed to have assented to the requirements of this Declaration. All rights of an Owner shall terminate upon the transfer of his title.

ARTICLE VI EASEMENTS

Section 1. Reservation of Easements by Declarant. Declarant reserves unto itself, its successors or assigns, the right and privilege to place gas, water, sewer, storm sewer, and power and telephone poles, lines, and wires, and other utilities in the roads and easements of the Property and Additional Land and to install water and sewer connections and lay such power and telephone lines and wires in the Lots, and to give other persons, companies or corporations any or all of such rights and privileges. These rights include the right to cut any trees, bushes or shrubbery or to take any other

action reasonably necessary to provide economical and safe utility installation. These rights include the right to access the Lake and any appurtenances thereto including the right to withdraw and use the water in the Lake.

ARTICLE VII ENFORCEMENT

Section 1. Enforcement. Declarant, the Association or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by provisions of this Declaration. If, in any litigation for the enforcement of these covenants, conditions and restrictions, the Declarant, the Association or any Owner bringing suit prevails, such Person shall be entitled to be reimbursed for reasonable attorney's fees incurred in seeking such enforcement. The Association may also impose monetary charges for violations of the Declaration or rules and regulations of the Association as provided in Section 55.1-1819 of the Virginia Property Owners Association Act, Code of Virginia 55.1-1800 *et seq.* Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

ARTICLE VIII TERM AND AMENDMENT

Section 1. Term. These covenants shall run with the land and shall be binding on all parties and all Persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time they shall automatically be extended for additional ten (10) year periods, unless an instrument approved by at least two-thirds (2/3) of the then Owners of the Lots has been recorded agreeing to change the covenants in whole or in part.

Section 2. Amendment. This Declaration may be amended at any time by an instrument approved by at least two-thirds (2/3) of the Owners; provided, however, that no approval of the Owners shall be required (i) for any amendment to this Declaration by Declarant which does not materially or adversely affect the rights of the Owners; or (ii) to make any technical amendment to this Declaration which does not materially or adversely affect the rights of the Owners. Any amendment must be recorded in the Clerk's Office and must either be signed by at least two-thirds (2/3) of the Owners or have appended to it an acknowledged certificate of the secretary of the Association that the Amendment has been approved as required hereby.

ARTICLE IX GENERAL PROVISIONS

Section 1. Severability. Invalidation of any one of those covenants or restrictions by judgment

or court order shall not affect any other provisions which shall remain in full force and effect.

Section 2. Liability and Indemnification of Declarant, Officers and Directors. The Association shall indemnify the Declarant and every officer and director of the Association against any and all expenses, including attorneys' fees, reasonably incurred by or imposed upon the Declarant, any officer or director in connection with any action, suit or other proceeding (including settlement of any suit or proceeding if approved by the Board) to which the Declarant, an officer or director may be made a party by reason of being or having been the Declarant or an officer or director at the time such expenses are incurred. The Declarant, officers and directors of the Association shall not be liable to the Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Declarant and the officers and directors of the Association shall have no personal liability with respect to any contract or other commitment (including the BMP agreement, if any, made and entered into by the Declarant) made by them, in good faith, on behalf of the Association (except to the extent that such officers, directors or the Declarant are Lot Owners) and the Association shall indemnify and forever hold the Declarant and each 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 the Declarant or any officer or director of the Association, or former officer or director of the Association or the Declarant, may be entitled.

Section 3. No Liability for Maple Grove Association, Inc. Nothing contained herein shall impose a duty on Maple Grove Association, Inc., which oversees the entire Maple Grove Subdivision, to bear responsibility for the maintenance or liability of the Lake or dam under these restrictions.

IN WITNESS WHEREOF, the undersigned Declarant and Association have caused this Declaration to be executed on the dates set forth below.

{Signatures begin on the following page.}

THE REEDS LANDING CORPORATION, A VIRGINIA CORPORATION

[Signature]
By: Robert G. Roop
Title: President



COMMONWEALTH OF VIRGINIA
COUNTY/CITY OF Richmond

The foregoing instrument was acknowledged before me this 29th day of March, 2023, by Robert G. Roop, as President of The Reeds Landing Corporation, a Virginia corporation, on behalf of the corporation.

My commission expires: 4/30/2027

Notary registration #: 8039589

[Signature]
Notary Public

MAPLE GROVE LAKE ASSOCIATION, INC., A VIRGINIA NONSTOCK CORPORATION

[Signature]
By: Robert G. Roop
Title: President

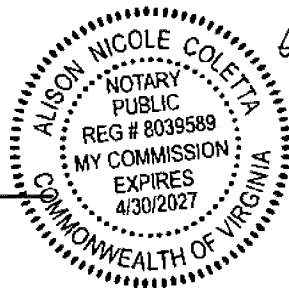
COMMONWEALTH OF VIRGINIA
COUNTY/CITY OF Richmond

The foregoing instrument was acknowledged before me this 29th day of March, 2023, by Robert G. Roop, as President of Maple Grove Lake Association, Inc., a Virginia nonstock corporation, on behalf of the corporation.

My commission expires: 4/30/2027

Notary registration #: 8039589

[Signature]
Notary Public



INSTRUMENT 202300960
RECORDED IN THE CLERK'S OFFICE OF
POWHATAN CIRCUIT COURT ON
MARCH 29, 2023 AT 03:31 PM
TERESA H. DOBBINS, CLERK
RECORDED BY: DET

