

WOODLAND POND Lakefront ASSOCIATION

DECLARATION OF COVENANTS, RESTRICTIONS AND CONDITIONS

The following covenants, restrictions and conditions shall be applicable to the pond at Woodland Pond, hereinafter referred to as "the Pond", and to all residential lots contiguous thereto.

The Pond contains approximately 125 acres, more or less, together with 12 acres, more or less, which together comprise "Woodland Pond, the Dam, and Contiguous Parcels in Matoaca Magisterial District, Chesterfield County, Virginia." The Pond is expressly for the purpose of boating, sailing, canoeing, fishing, swimming or similar recreational uses, all as from time to time prescribed and limited by the Woodland Pond Lakefront Association.

Deleted: 12

Deleted: ice skating

The Woodland Pond Lakefront Association ("WPLA" or "the Association") is hereby established to develop and maintain the areas set out as access areas and ingress and egress points for Pond utilization, to maintain all easements at entrances to the Pond with respect to plantings, irrigation and general maintenance of signs and other improvements, and to own and maintain the Pond and the dam, spillways and related improvements, all in a safe and proper manner and to maintain adequate liability insurance as required for the protection of the Association in respect to use and maintenance of the Pond. Plans for structures, landscaping, construction or alterations of any kind in any

Deleted: ¶  
-----Page Break-----  
-----Section Break (Continuous)-----

area to be maintained or to be built upon by the Association shall be approved by the WPLA Architectural Control Committee of

Woodland Pond, First Section, as prescribed in Deed Book 1739 page 1197  
.Clerk's Office of the Circuit Court of Chesterfield County, Virginia.  
Membership in the Association shall be available to lot owners of  
Woodland Pond as follows:

(1) All owners of lots fronting on the Pond shall be Class  
"A" members in the Association, and as Class "A" members shall be  
entitled to one vote for each lot (including all undeveloped lots)  
owned by such member fronting on the Pond. (2) All other owners of  
lots not fronting on the Pond shall be Class "B" members and be  
eligible to participate in the functions of the Association and its  
operation, all in accordance with the By-Laws and Charter of the  
Association, and shall be entitled to vote on the basis of one-half  
vote for each lot owned; provided, however, that with respect to the  
rules and regulations .,from time to time adopted for the use of the  
Pond by the members, such rules shall be voted upon by the Class "A"  
members only, but such rules and regulations shall be in all respects  
uniform in application to both classes of members.

**Deleted:** Midlothian Enterprises, Inc. shall be a Class "A" member with one vote per lot owned fronting on the Pond.¶

**Deleted:** heretofore developed by or to be developed by Midlothian Enterprises, Inc. (other than Midlothian Enterprises, Inc., its successors, or assigns, a title holder for security purposes under a deed of trust or other security instrument, or interim owner such as a builder for resale and not for his personal residence)

**Deleted:** -----Page Break-----

(3) While all Class "B" members as defined above automatically become members in the Association and agree to abide by the By-Laws and Charter of said Association, said Class "B" members may elect to withdraw from the Association thereby forfeiting said Class "B" owner's privilege of using the Pond. Any Class "B" owner desiring to forfeit said privilege shall do so in writing directed to the Association, shall pay said owner's pro-rata share of any Association dues which may be outstanding at the time, and consequently terminate his membership in the Association. Said membership may be reactivated at any subsequent time by written notice to the Association and agreeing to pay all dues and abide by the By-Laws and Charter of said Association. No owner not a member of the Association shall be entitled to use the Pond for any purpose.

Deleted: the owner or

(4) The voting power of members of the Association shall be limited to one vote for each Pond front lot owned by a member, and one-half vote for each lot not fronting on the Pond owned by a member; provided, however, that each Pond front lot owner shall be entitled to that number of votes permitting a total voting power of said pond front owners to be at least 51% of the overall membership and votes cast at a given time shall be based on the total pond front lot owner membership as of that date. In the event of joint tenancy, or other divided ownership, the voting power in respect to such property may be exercised only when no conflicting vote is cast by any freeholder of such property.

Deleted: -----Page Break-----

(5) Any person claiming membership in the Association shall establish his right to membership to the satisfaction of the secretary of the Association.

(6) Notice of any meeting of the members of the Association shall be deemed to have been properly given to the party to whom tax bills are mailed at the address to which such bills are mailed by the Treasurer of Chesterfield County unless a member shall register a different name and/or address with the secretary of the Association.

(7) The rights and privileges of Class "B" members as herein set out shall in no event be denied.

(8) At least one access point shall be provided and maintained in a safe and acceptable condition. "Access point" shall mean an area established for the launching of boats and such other activities as may be prescribed by the Association.

(9) All other matters relating to the use of the Pond, including, but not limited to, requirements for maintenance funds for construction and maintenance, funds for the payment of any and all taxes assessed by any governmental authority, and amount of dues or assessments of members shall be the responsibility of the Woodland Pond Lakefront Association members; provided, however, (i) that the dues or assessments as may be from time to time established shall be the same for all members, (ii) no initiation fee or charge shall be assessed; and (iii) dues and/or assessments shall be a lien against the lots owned by Class "A" and/or Class "B" members.

Deleted: ¶  
-----Page Break-----

(10) Access to and use of the Pond shall be limited to the members of the Association and their immediate families, hereby defined as being those persons residing on the premises, domestic help excluded (except when functioning in official capacity for employers), and their guests, provided, however, nothing herein shall be construed as granting an easement of access to the Pond over any lot abutting thereon. Owners must be present when guests are using the Pond both from the shore and in a boat. Only boats owned by Woodland Pond property owners are allowed on the Pond.

Deleted: described

(11) Guests shall be permitted use of the Pond only when personally accompanied by persons who are members of the Association or a member of the immediate family as described in paragraph 10 above. Members will be held responsible for the conduct of their guests.

(12) Members, their immediate families and guests of members shall use the Pond and the Association's Common Areas at their own risk.

(13) The Lake shall be used only for the purposes of boating, sailing, canoeing, fishing, swimming or similar recreational uses, all as from time to time prescribed, regulated and limited by the Association. Ice skating is not permitted on the Pond.

Deleted: 2

Deleted: ice skating

Deleted: Owner

(14) Virginia Department of Game and Inland Fisheries laws and rules and regulations shall apply to the use of the Pond.

Deleted: 3

Deleted: All

Deleted: g

Deleted: f

Deleted: ing

Deleted: 4

Deleted:

(15) Watercraft having a length of more than 18 feet shall not be permitted on the Pond, except that watercraft in excess of 18 feet on the Pond prior to January 1, 2004, will be allowed to remain. Motorized watercraft on the Pond must be

registered with the Commonwealth and be approved, in writing, by the Association. All watercraft shall visibly display a set of current Woodland Pond decals.

(16) No water ~~craft powered by~~ a gasoline or other internal combustion engine, shall be permitted to use the Pond. Watercraft with an

- Deleted: 5
- Deleted: Craft
- Deleted: with
- Deleted: -powered
- Deleted: either outboard-or inboard,
- Deleted:
- Deleted: -----Page Break-----  
-----Section Break (Continuous)-----

electric motor shall be permitted to use the Pond

Deleted: provided the maximum voltage of such motor does not exceed 12 volts.

(17) All watercraft are prohibited from producing wakes on the Pond which would exceed 2" on the shoreline.

Deleted: ¶

(18) No pier, net, stake, line or other structure shall be constructed on or in any way maintained within the Pond except with the prior approval of the WPLA Architectural Control Committee. No dock will be allowed to extend more than 15' from the normal shoreline of the Pond and exceed more than 180 square feet of total area. No owner of property

Deleted: (

Deleted: 6

adjacent to the Pond shall have any right (riparian or otherwise) in the Pond for boating, sailing, canoeing, fishing,

Deleted: 150

swimming, related sports or otherwise, except as is stated herein and otherwise permitted by the Owner.

Deleted: ice skating

(19) No floating decoys, fountains, protrusions from docks or similar obstacles that impede boating will be permitted on the Pond.

(20) No property belonging to the Association shall be removed, altered, replaced or destroyed without prior approval of the Association.

Deleted: 17

Deleted:

Deleted: .

(21) No commercial use shall be made nor shall anything be done on or about the Pond that may be or become an annoyance or nuisance to the owners of the property adjacent to the Pond. This includes drunkenness, rowdiness, loud music and disorderly conduct.

Deleted: 18) No alcoholic beverages shall be consumed on the Pond.¶

Deleted: 19

Deleted: 20

(22) No domesticated waterfowl or livestock shall have access to, be set upon or maintained on the Pond.

Deleted: No water shall be pumped or otherwise taken from the Pond for any purpose except:

Deleted: a) The Association may from time to time lower the level of the Pond for purposes of maintenance and/or repair.¶

Deleted: (b) The owner shall have the right and privilege of pumping or withdrawing water from the Pond from time to time

(23) Lakefront lot owners will be permitted to withdraw water from the Pond, for residential irrigation, as long as the water level of the Pond does not fall below the 173.5' contour line above mean sea level. Notification will be given at the entrances to Woodland Pond when this condition occurs.

Deleted: Page Break

Deleted: Section Break (Continuous)

Deleted: BOOK 1739 PAGE 1214¶ time but only so long as the water level of such Pond shall be above the 174 contour line above mean sea level.¶

(( (24) No bottles, trash, cans, garbage or refuse of any kind or description shall be put or placed on or into the Pond.

Deleted: c) The County of Chesterfield and/or the owner shall have the right to draw down the level of the Pond for installation and/or repair of utility lines.

Deleted: 21

(25) No liquids or chemicals of any kind shall be put or placed on or into the Pond, either directly or indirectly without prior approval of the Lakefront Board.

Deleted: 22

(26) Each owner shall keep his land adjoining the Pond neat, clean and free of trash, debris and any unsightly items. Lot owners shall be responsible for removing any trees that have fallen into the Pond.

(27) Use of the Pond shall be limited to daylight hours, defined as beginning 30 minutes prior to sunrise and ending 30 minutes after sunset.

Deleted: 23

Deleted: generally

Deleted: from

Deleted: to

Deleted: 24

(28) Notwithstanding any other provision of these restrictions that may be to the contrary, the owner of lots abutting on the Pond shall have the right to bulkhead the shoreline (or property line) to stabilize such shoreline and to backfill beyond such bulkhead, provided (i) such owner shall obtain the prior written approval of the WPLA Architectural Control Committee designated herein, including approval of detailed plans and specifications thereof; and (ii) the actual metes and bounds of such shoreline shall not be changed or altered.

Deleted: Contról

(29) Enforcement shall be by proceedings at law or in equity, either to collect fines and penalties as established by the Lakefront Board of Directors or to restrain violation or to recover damages, against any person or persons violating or attempting

Deleted: 25

Deleted: ~.

Deleted: ¶  
-----Page Break-----

to violate any covenant. If no such proceedings be instituted within one hundred eighty (180) days of the date the Lakefront Board is made aware of any such violation, then it shall be conclusively presumed in any legal proceedings that the violation or attempted violation has been waived by all parties owning or having any interest in lots on the Property whether or not such parties have actual notice of said violation or attempted violation.

Deleted: sixty

Deleted: occurrence

(30) Invalidation of any of the provisions hereof by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Deleted: 26

Deleted: provisions which

(31) These provisions are to run with the land and shall be binding on all parties owning portions of the Property and all persons claiming under them.

Deleted: 27

(32) This Declaration may be modified or amended by duly recorded instrument signed by 80 percent of the then owners of the lots and the owner, as long as it retains any interest in the Property, unless specifically prohibited herein.

Deleted: for a period of 25 years from the date this Declaration is recorded after which time covenants shall be automatically extended for additional periods of ten years each unless an instrument signed by a majority of the then owners of Lots has been recorded.

Deleted: 28

Deleted: 80 percent o

Deleted: owners

Deleted: lots

Deleted: and the owner, as long as it retains any interest in the Property, unless specifically prohibited herein.

IN WITNESS WHEREOF, the Association has caused this Declaration to be executed in its name by its' duly authorized officer.

Deleted: Owner

Woodland Pond Lakefront Association.

Deleted: MIDLOTHIAN ENTERPRISES, INC

By \_\_\_\_\_

Deleted: E. Bryson Powell, President

Deleted: -----Page Break-----  
-----Section Break (Continuous)-----  
-----Section Break (Continuous)-----

Deleted: BOOK 1739 PAGE 1216  
STATE OF VIRGINIA  
COUNTY OF CHESTERFIELD, to-  
wit:  
The foregoing instrument was  
acknowledged before me in  
the County of Chesterfield,  
Virginia, this 18th day of  
November, 1985, by E. BRYSON  
POWELL, President of  
MIDLOTHIAN ENTERPRISES,  
INC., a Virginia  
corporation, on behalf of  
the corporation.  
My Commission expires: Sept.  
1, 1986  
JoAnne M. Davis  
Notary Public  
VIRGINIA  
IN THE CLERK'S OFFICE  
OF THE CIRCUIT COURT OF  
CHESTERFIELD COUNTY, THE 18  
DAY OF NOV 1985, THIS DEED  
WAS PRESENTED AND WITH THE  
CERTIFICATE... , ADMITTED TO  
RECORD AT 14:36 O'CLOCK.  
THE TAX IMPOSED BY SECTION  
58.1-802 IN THE AMOUNT OF  
\$.00 HAS BEEN PAID.  
TESTE RONALD P. LIVINGSTON  
CLERK