

agents, to enter upon any Lot from time to time during reasonable hours as may be necessary for the operation and maintenance of the Development and the prevention of damage to any Lot or Common Area.

Section Eight. Easements May Be Granted by the Association. Declarant or, subject to any restrictions and limitation specified herein, the Association, shall have the irrevocable power as attorney-in-fact on behalf of all the Owners and their successors in title, to grant easements through the Common Area and accept easements benefiting the Development or a portion thereof.

ARTICLE FIVE

USE AND OCCUPANCY: RESTRICTIONS

Section One. General Restrictions. In order to preserve the quality and integrity of the Development, the following protective covenants are established for the mutual benefit of all Owners:

A. No Owner shall occupy or use his House, or permit the same or any part thereof to be occupied or used, for any purpose other than as a private, single-family residence for the Owner's immediate family, lessees, servants or guests, and no structure shall be erected upon any one residential site other than one detached or attached single family dwelling with or without an attached garage. FIRST COLONY ESTATES, INC., or its designee, shall have the right in its sole discretion to approve exterior designs, house colors, location, exterior of all improvements, to specify minimum size parameters and construction specifications. Not less than fourteen (14) days prior to commencement of any construction, one set of plans and specs and a lot development plan shall be submitted to FIRST COLONY ESTATES, INC. for review and approval. If no action is taken by FIRST COLONY ESTATES, INC., or its

designee within fourteen (14) days after receipt of all required information, approval shall not be required and this paragraph shall be deemed fully satisfied. Notwithstanding the foregoing, no exterior antennae, window air conditioners, above-ground fuel tanks or chain link fences shall be permitted on any Lot.

B. Nothing shall be stored by any Owner in the Common Area without the prior consent of the Association, and no waste shall be committed in or to the Common Area.

C. Vehicles: Since the unregulated use of vehicles can severely damage the appearance of a neighborhood, the following restrictions apply:

(1) No more than three (3) ungaraged vehicles will be permitted to be consistently parked on the premises, and these must be in the driveway or on a parking apron off the driveway. These vehicles will be restricted to licensed, operable automobiles, mini-vans, and pick-up trucks not to exceed 3/4 ton in capacity.

(2) Pick-up trucks over 3/4 ton capacity, recreational vehicles, boats, and boat trailers must be garaged. Recreational vehicles and boats too large to garage and large vans may be stored behind the house on a parking apron with suitable screening to minimize unsightliness and with a total of one per lot. Tractors, trailers, buses, commercial vans, and non-pickup trucks over 3/4 ton capacity are not permitted.

(3) No major vehicle maintenance or overhaul of ungaraged vehicles will be permitted.

(4) Motorcycles, trail bikes, mopeds, go-carts and other similar motorized vehicles may only be used for point-to-point transportation on established roadways and not for joyriding around the neighborhood.

D. Fences: No chain link fences, pens or dog runs shall be permitted on any Lot. Wooden fences not exceeding four feet (4') shall be permitted in the rear yard on any Lot. Any other fence must receive prior approval by the Declarant.

E. Except as reserved to the Declarant, no Lot may be divided, redivided or subdivided, nor may any portion thereof be sold or otherwise transferred, except as an entity. The within provision shall not prohibit Declarant from adjusting Lot lines provided no new lots are created.

F. No Owner shall do or keep or permit anything to be done or kept on any Lot or in the Common Area which will increase the rate of insurance on the Development, result in cancellation of insurance on any House or on any part of the Development, or be in violation of any law without the prior consent of the Association.

G. No sign of any kind shall be displayed to the public view on or upon any Lot or House thereon or in the Common Area without the prior consent of the Association, except one sign of not more than five square feet advertising the property for sale or rent and except as provided in paragraph O below.

H. Except for the use of temporary construction sheds or portable lavatories during the period of construction, no shed, trailer, tent, barn or other temporary or moveable building shall be erected or permitted to remain on any Lot.

I. No animals or livestock or poultry of any kind shall be raised, bred or kept upon any Lot or within any House thereon or in the Common Area, except such dogs, cats, or other household pets are permitted provided they are not kept, bred or maintained for commercial purposes. No more than a total

combination of two dogs and/or cats shall be maintained at any residence at any given time. Animals must be properly managed so as not to be a nuisance to neighbors by barking or trespassing.

J. All mailboxes in the Development shall be provided by the Declarant. No other mailbox may be installed.

K. No nuisances shall be allowed in or upon any Lot or House or the Common Area, nor shall any use or practice be allowed which interferes with the peaceful occupancy and use of any House or the Common Area by the Owners.

L. No immoral, improper, offensive or unlawful use shall be made of any Lot or House thereon or any part of the Common Area.

M. Except as provided in paragraph N below, Houses may be rented by the Owner only if the House is occupied by the lessee and his immediate family, servants and guests, and only if the minimum term of any such rental and occupancy shall be one (1) year. If an Owner should lease a House appurtenant to a Lot in the Development, the lease must be in writing and must contain a covenant on the part of the lessees to abide by all provisions of this Declaration and its exhibits and any rules and regulations and any amendments thereto which may subsequently be promulgated by the Association.

N. Reasonable rules and regulations concerning the use of the Common Area and conduct of the Owners, their families, guests, tenants, agents and invitees within the Development may be made, amended and revoked from time to time by the Board of Directors of the Association. Copies of rules and regulations and all amendments thereto shall be furnished by the Association to all Owners and residents of the Development upon request.

O. No Owner nor the Association shall interfere in any way with

the completion of the contemplated improvements and the sale of the Lots by the Declarant. The Declarant may make such use of the unsold Lots as may in its judgment facilitate such completion and sale to the extent otherwise set forth in this Declaration. The Declarant may display such signs as it deems necessary and appropriate in its sales efforts. The Declarant shall have the right to lease any unsold Lot and House thereon upon any terms it desires, notwithstanding the provisions of paragraph M above.

P. Except for the right of ingress and egress, the Owner shall use the Common Area only as may be allowed by the Association or expressly provided for herein.

Section Two. Recreational Facilities.

A. All persons using any of the recreation facilities which may be placed on the Common Area do so at their own risk and sole responsibility. The Association and the Declarant do not assume responsibility for any occurrence, accident or injury in connection with such use. No Owner shall make any claim against the Association or the Declarant, their servants, agents, or employees, for or on account of any loss or damage to life, limb or property sustained as a result of or in connection with any such use of any of the recreational facilities. Each Owner shall hold the Association and the Declarant harmless from any and all liabilities and any action of whatsoever nature by any tenants, guests, invitees or licensees of such Owner growing out of the use of the recreational facilities, except where such loss, injury or damage can be clearly proved to have resulted from and been proximately caused by the direct negligence of the Association or the Declarant or their agents, servants or employees in the operation, care or maintenance of such facilities.

B. Any damage to any recreational facility or other portion of the

Common Area or equipment therein caused by an Owner or such Owner's pets shall be repaired at the expense of the Owner.

Section Three. Buffers. Scenic buffers have been reserved and will be designated as "Greenbelt" on the subdivision plats in the Development adjacent to John Tyler Highway and Greensprings Road as required by James City County. Except as permitted by James City County, existing trees, shrubbery and vegetation shall remain undisturbed within the scenic buffer and no structure, improvement, fences, storage or other use shall occur or be placed within the scenic buffer.

ARTICLE SIX

ADMINISTRATION OF THE DEVELOPMENT

Section One. Establishment of Association. The administration of the Development, the maintenance, repair, replacement and operation and general management of the Common Area, and those acts required of the Association shall be vested in and be the responsibility of a non-stock, non-profit corporation made up of Owners, known as the Berkeley's Green Owners Association, Inc. Such administration shall be pursuant to this Declaration and the Articles of Incorporation attached hereto as Exhibit B and the Bylaws of the Association attached hereto as Exhibit C.

Section Two. Membership. Each Owner, upon acquiring title to his Lot, shall automatically become a member of the Association and shall remain a member thereof until such time as his ownership of such Lot ceases for any reason, at which time his membership in the Association shall automatically cease. No person holding any lien, mortgage, or other encumbrance upon any Lot shall be entitled, by virtue thereof, to membership in the Association or to