

no liability whatsoever for the failure of the plans or the improvements to comply with applicable building codes, laws and ordinances or to comply with sound engineering, architectural or construction practices. In addition, in no event shall the Declarant, Committee or Board have any liability whatsoever to an Owner, a Builder, a contractor or any other party for any costs or damages (consequential or otherwise) that may be incurred or suffered on account of the Declarant, Committee, or Board's approval, disapproval or conditional approval of any plans.

Section 2. Failure to Obtain Approval. By accepting a conveyance of a Lot, each Owner, for himself, his heirs, successors and assigns, covenants that if he alters or redecorates the exterior of the premises before submission of plans thereof to the Committee, the Committee shall have the right, through agents and employees of the Association, and in addition to any other rights or remedies that it may have at law or in equity, to enter upon the Lot and to repair, redecorate, maintain, rehabilitate and restore the premises and the exterior of any improvement thereon, and that the costs thereof shall be a individual assessment against the Owner and become a lien upon the Lot so redecorated, repaired, maintained, rehabilitated, or restored and that the Owner will pay, to the Association, the amount of the charge in the time and manner set forth herein.

ARTICLE VI PARTICULAR RESTRICTIONS

Section I. 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, in accordance with the rules and regulations adopted by the Board, 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 any 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. Vehicles. Commercial vehicles (weighing in excess of three-fourths of a ton when empty), vehicles primarily used or designated for commercial purposes, tractors, mobile homes, buses, vehicles used primarily for recreational purposes, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers shall not be parked on any street or Lot, except that they may be garaged in an enclosed garage on any Lot. An exception will be allowed for any Owner or guest to park one only of a boat, trailer or recreational vehicle on a Lot for a period not to exceed seven days during any six month period. Stored vehicles and vehicles which are either obviously inoperable or do not have current operation licenses shall not be permitted on the Property. Notwithstanding the foregoing, service and delivery vehicles may be parked on the Property during daylight hours for such period of

time as is reasonably necessary to provide service or to make a delivery to a Lot, and the Declarant and Builders are allowed to place temporary sales or construction trailers on the Property. Further notwithstanding the foregoing, vehicles and equipment associated with construction of improvements to any Lot may be parked on the Property during daylight hours for such period of time as is reasonably necessary to complete such improvements. Tents may be placed on a Lot, in the rear yard only, for a period not to exceed forty-eight (48) hours during any one month period.

Section 4. Residential Use. All Improved Lots shall be used for single family residential purposes exclusively. The use of a portion of any Improved Lot for business purposes by the owner or occupant thereof shall be considered a residential use only if the Improved Lot is used primarily for residential purposes, and if such business use (i) is not detectable by sight, sound or smell from the exterior of the residence; (ii) is consistent with zoning and does not violate applicable law; (iii) does not increase the liability or casualty insurance premium or obligation of the Association or of other residents of the Property; and (iv) does not create unreasonable or regular customer or client traffic to and from the Improved Lot. The use of an Improved Lot shall not be deemed to be for single family purposes if the improved Lot is used (whether by common owner or tenants) by more than three unrelated persons as a residence.

Section 5. Lamp Posts and Mailboxes. Lamp posts and mailboxes shall be uniform for all new homes constructed on the Property.

Section 6. 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 Builders. Builders shall be required to deposit any trash or rubbish in dumpsters that may be kept on the Lot or Lots.

Section 7. Signs. No sign of any kind shall be displayed to the public view on any Lot except one temporary sign not larger than six square feet for the purpose of advertising any Lot for sale and the subdivision signs installed by the Declarant or the Builder at the entrances to the Property.

Section 8. Water Features. No swimming pools shall be placed or constructed on any Lot unless the sides of such pool extend less than two (2) feet above ground level; any pool so constructed must be located in the rear yard only. Fish ponds, fountains, and other similar water features may be placed or constructed in the rear yard only. Pools, in addition to other structures or improvements to Lots, are subject to approval by the Committee.

Section 9. Fences. All fences are subject to approval by the Committee. No fence may exceed four feet six inches in height. Chain-link fences are not allowed, unless installed by

Declarant or its assigns. Except for any fence installed by Declarant or its assigns, no fence shall be permitted to project any closer to the street beyond the rear corners of the home constructed on any Lot. An Owner shall be responsible for the maintenance of any lawn and landscaping on his Lot which is outside his fence. All fences shall be constructed of pressure treated wood. The finished side of fence pickets shall face the outside of the lot. Clear sealant is permitted, though no painted or stain fencing shall be permitted. Fencing may extend up to but not on the rear or side property line. Front yard fencing is not permitted. No variances may be granted for side door or mechanical equipment enclosures. On corner lots, fences may extend up to 6 feet from the back of the curb. The recommended fence is a convex picket fence with the following description: 4 Feet Convex open picket; 1x4x4 pickets; two 2x4 horizontal support rails; one to two inch spacing; gate posts 6x6 exposed; all posts to have Williamsburg style caps.

Section 10. Proffers. The Property is subject to all of the proffers recorded in the Clerk's Office as document number 050012327.

Section 11. Clothes Drying. There shall be no out door open airing or drying of any clothing, bed linens, blankets, rugs, etc. on the Property except at such locations and on such terms and conditions as may be prescribed by the Association in the rules and regulations.

Section 12. Antennae. Other than an antenna which does not exceed one meter in diameter, no Owner, resident or lessee shall install wiring for electrical or telephone installation, television antennae, machines or air conditioning units, etc. on the exterior of any building or structure or in a way that causes same to protrude through the walls or the roof of any building or structure except as authorized in writing by the Association. Permitted antennas shall not be located in the front yard of any Lot unless no other location on the Lot will receive an adequate signal.

Section 13. Leasing. The respective Lots shall not be rented by the Owners thereof for a term of less than one year. Other than the foregoing obligations, the Owners of the respective Lots shall have the absolute right to lease same provided that every tenancy is evidenced by a written lease which expressly obligates the tenant to abide by the Governing Documents and which expressly acknowledges the right of the Association to enforce the provisions of the Governing Documents against the tenant. Each Owner shall furnish to the Association a copy of any lease in effect for his or her Lot.

Section 14. Rules and Regulations. The Board shall have the power to adopt, amend and repeal rules and regulations restricting and regulating the use and enjoyment of the Property or of any portion thereof, which may supplement, but may not be inconsistent with the provisions of this Declaration, the Articles and By-Laws. The Property shall be occupied and used in compliance with such rules and regulations. Copies of the rules and regulations shall be furnished by the Board to each Owner upon request. Changes to the rules and regulations shall be published prior to the time when the same shall become effective and copies thereof shall be provided to each Owner. The rules and regulations shall not unreasonably interfere with the use or enjoyment of the Lots or the Common Areas.

Section 15. Water Conservation. The Lots and Common Areas shall be subjected to water conservation standards that shall be included in the rules and regulations adopted by the Board. The Association shall develop and implement water conservation guidelines and conservation standards which shall be approved by James City Service Authority. The Association shall adopt any water conservation plan and standards adopted or agreed to by Declarant and approved by James City Service Authority. The current Water Conservation Guidelines agreed to by Declarant and James City Service Authority are attached hereto as Exhibit C and are incorporated herein. The water conservation plan and standards shall include, but not be limited to, limitations on the installation and use of irrigation systems and irrigation wells, use of approved landscaping materials, and the use of water conserving fixtures and appliances. Use of water for the Common Areas and each Owner's use of water at his Lot shall be restricted as required by the rules and regulations and the water conservation guidelines and standards adopted by the Association and approved by the James City Service Authority, each as they may be amended from time to time.

Section 16. Exclusion for the Declarant. Notwithstanding any other provision of this Declaration, the Articles and the By-Laws, neither the restrictions in this Article, nor the rules and regulations of the Association shall apply to any otherwise lawful acts or omissions of the Declarant.

ARTICLE VII EASEMENTS

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, drainage and sewer facilities and 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. In addition, there shall be and is hereby reserved to Declarant and the Association a non exclusive easement over all Lots, and Common Area for a distance of fifteen feet behind any Lot line which parallels, and is adjacent to, a street (whether public or private) for the purpose of erecting and maintaining street intersection signs, directional signs, temporary promotional signs, landscaping, plantings, street lights, entrance features and/or "theme areas," lighting, stone, wood, or masonry wall features and/or related landscaping. Declarant further reserves the right, before or after the sale of any of the Lots, to transfer and assign any of the rights and easements herein described.

UPLOADED
4/9/2021