

Section 7. Sight Distance. Certain Lots as depicted on the Subdivision Plat will have a sight distance easement along the front of their respective Lots reserved as a sight distance easement.

Section 8. Priority of Easements. Each of the easements hereinabove referred to shall be deemed to have been established upon the recordation of this Declaration and shall henceforth be deemed to be covenants running with the land for the use and benefit of the Lots, and the Common Area, as the case may be, superior to all other encumbrances which may hereafter be applied against or in favor of the Property or any portion thereof.

Section 9. Duties of the Association. There is hereby reserved to the Association such easements over, through and across the Property as are necessary to perform the duties and obligations of the Association as are set forth in this Article VI.

ARTICLE VII PARTICULAR RESTRICTIONS AND INSURANCE REQUIREMENTS

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, including but not limited to erection of basketball goals, skate board ramps, or which activities 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 that a total of three of a dog, cat or other household pet may be kept on a Lot provided that it is 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, and each Owner shall be absolutely liable to each and all remaining Owners, their families, guests, permittees and invitees, and to the Association, for any and all damage to person or property caused by any pets brought upon or kept upon the Lots or the Common Area by any Owner or by members of his family, guests, permittees or invitees. If any such animal is kept in the rear yard of the Lot, maintenance services may be withheld without credit or rebate to the Owner. No Owner shall permit any dog to be let out of that Owner's unit unless the dog is kept within a fence or on a leash. Any Owner keeping an animal on a Lot will comply with all requirements of law applicable to such animal.

Section 3. Prohibited and Restricted Vehicles. Parking of recreational vehicles, boats, trailers and campers is prohibited on the Property. Commercial vehicles (weighing in excess of three-fourths of a ton when empty), vehicles primarily used or designated for commercial purposes, tractors and buses shall not be parked on any street or in a front yard, but shall be parked only in enclosed garages or in other areas, if any, designated by the Board of Directors. Stored vehicles and vehicles which are either obviously inoperable or do not have current operating licenses shall not be permitted on the Property except within enclosed garages.

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 or the Common Areas. Any vehicle parked in violation of this Section or the Rules and Regulations promulgated by the Board of Directors may be towed at owner's expense without notice.

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 permitted pursuant to the City of Williamsburg Zoning Ordinance, (ii) is not detectable by sound or smell from the exterior of the residence, (iii) is consistent with zoning and does not violate applicable law; and (iv) does not increase the liability or casualty insurance premium or obligation of the Association or of other residents of the Property. 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 owners or tenants) by more than four (4) unrelated persons as a residence. Nothing in this Declaration shall be construed to prohibit the Declarant from (a) using any Improved Lot which Declarant owns for a sales office or for promotional, marketing or display purposes as a "model", or (b) leasing any Improved Lot which Declarant owns.

Section 5. Garbage. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers located or screened so as to be concealed from view of the neighboring Lots and the street.

Section 6. Antennae and Flags. No exterior antennas, aerials, satellite disks or other apparatus for the transmission or reception of television, radio, satellite or other signals of any kind shall be placed, allowed or maintained on any Lot or structure on any Lot without the prior written consent of the Architectural Control Committee. All FCC approved dishes must obtain consent of the Architectural Control Committee. Only one flag per residence shall be permitted which flag shall not be larger than three feet by five feet.

Section 7. Resubdivision. No Lot shall be subdivided, partitioned in kind or its boundary lines otherwise changed, nor shall application for the same be made to the City of Williamsburg, Virginia, or any court of the Commonwealth of Virginia, unless with the prior written consent of the Architectural Control Committee. However, the Declarant expressly reserves for itself, its successor and assigns, subject to the approval of the City of Williamsburg, Virginia, the right to replat or resubdivide any Common Area, Lot or other property owned by it in order to create a modified Lot or property and to make such Lots and property suitable as a building site, including, but not limited to, relocation of easements, walkways and rights-of-way, or to remove gaps between the property boundaries. This Section shall not be deemed to prohibit the combining of two or more contiguous Lots into one larger Lot, however, the resulting Lot, if combined by and Owner other than then Declarant, shall retain the vote and assessment unit of two Lots combined.

Section 8. Fire Insurance and Extended Coverage. Each Owner shall be responsible for securing insurance policies for fire and extended coverage for the structure on each individual

Lot, in an amount equal to 100% of the then current replacement cost of the property (excluding land, foundations, excavations and other items that are usually excluded from such coverage) without deduction for depreciation. Copies of all policies and any renewals shall be filed with the Board within thirty (30) days after written request by the Board. The Board reserves the right to approve all policies.

Section 9. Rentals. Improved Lots shall not be leased unless the lease is subject in all respects to the terms and provisions of the Governing Documents. The Board may adopt regulations requiring the use of a lease form or addendum approved by the Board for this purpose and establish minimum requirements for leases including, without limitation, minimum lease terms and rules requiring that an entire Improved Lot be leased instead of a portion thereof. The provisions of this Section shall not apply to the Declarant or to any mortgagee who comes into possession of the Improved Lot by reason of any remedies provided by law or in any mortgage, or as a result of foreclosure or judicial sale, or as a result of any proceeding, arrangement, or deed in lieu of foreclosure.

Section 10. Board as Agent. The Board is hereby irrevocably appointed as the agent for each Owner of a Lot and for each mortgagee of a Lot to adjust all claims arising under any insurance policy or policies purchased by the Board, provided, however, that no adjustment shall be deemed binding until concurred in by any mortgagee affected thereby.

Section 11. Insurance Trustee. The Board may from time to time designate as an insurance trustee, a bank, trust company, savings and loan association, insurance company, or any financial institution to discharge the duties and responsibilities of the Board and the Association relating to insurance proceeds. The Board shall pay the fees and disbursements of any insurance trustee and such fees and disbursements shall constitute a common expense of the Owners to be included as part of the annual assessment provided in Article IV hereof.

Section 12. Side Property Restriction. No HVAC units or trash container pads may be located within the side property line setbacks, other than on Lots 1 and 2.

Section 13. Duplex Reserved Parking. Each duplex unit shall have two (2) identified parking spaces for its exclusive use within the Common Area.

Section 14. Rules and Regulations. The Board is granted and may have the power to promulgate rules and regulations, from time to time, governing the use of, and activity upon the Common Area. All rules and regulations promulgated by the Board shall be published and distributed to each member of the Association, at least thirty (30) days prior to their effective date.

ARTICLE VIII ARCHITECTURAL CONTROL

The Board of Directors and the Declarant shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the committee