

deficiency of more than two percent (2%) with respect to the length of the front property line or more than five (5%) with respect to the length of any other property line.

Section 6. 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, Townhouse 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 Properties or any portion thereof.

ARTICLE VIII GENERAL PROVISIONS

Section 1. Enforcement. 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 the provisions of this Declaration. Failure by the Association or by any Owner 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. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by, not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded in the Clerk's Office of the Circuit Court of James City County, Virginia.

Section 4. 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 units, or which shall in any way increase the rate of insurance.

Section 5. Animals. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that household pets may be kept on a Lot 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, 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. Any Owner keeping an animal on a Lot will comply with all requirements of laws applicable to such animal.

Section 6. Building set-back lines shall be as shown on the recorded plats of subdivision.

Section 7. No trailer, basement, tent, shack, barn or other outbuilding erected on any Lot shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

Section 8. No trailer, tent, shack or other temporary structure shall be permitted at any time on any lot, except contractor's buildings or trailers, during construction of a permanent residence.

Section 9. Each dwelling which may be erected on any lot shall have its heating supply furnished from a central heating system located in the dwelling or on the premises, if coal, oil or gas is used as fuel.

Section 10. All plumbing in any dwelling house shall be connected with an adequate sanitary septic tank properly constructed and maintained until such time as sanitary sewers shall have been installed by the political subdivision, of which this subdivision is a part.

Section 11. No fences higher than four (4) feet in height shall be ~~erected on~~ erected on any lot, except that this restriction shall not apply to any fence built to enclose a patio immediately adjacent to any dwelling; however, any masonry fence or masonry retainer wall shall be all brick, faced brick or natural stone on all sides.

Section 12. No Owner or tenant of the Owner shall hang laundry for any purpose whatsoever from the exterior of the house or on any exterior pole or post or tree on a lot or any portion of the common area.

Section 13. No unlicensed vehicles shall be stored or maintained on a lot or common area.

Section 14. Cars, trucks or other vehicles shall not be repaired on a Lot or the Common Area.

Section 15. No truck shall be parked over night on any lot or the common area if the truck exceeds a one-half ton rated capacity.

Section 16. Fire Insurance. Each Owner shall maintain fire insurance with extended coverage endorsement (or more extensive) covering the improvements on the Lot owned by him.

Section 17. Annexation. Upon the recordation in the Clerk's Office of the Circuit Court of James City County, Virginia by the 31 day of December, 1987, of that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions of Chisel Run Homeowners Association II, Inc. applicable to Chisel Run Sections 3A and 3B, the land described in Exhibit "A" thereof shall be annexed to the Property herein described.