

without the prior written approval of the Company.

Section 3. Procedures. In the event the Company fails to approve, modify or disapprove in writing an application within thirty (30) days after plans and specifications have been submitted in writing to it, in accordance with adopted procedures, approval will be deemed granted.

ARTICLE V.

PROTECTIVE COVENANTS AND RESTRICTIONS

Section 1. General Restrictions. All lots within the Properties shall be subject to the standards established by the Company.

(a) regarding design, minimum side yard and set back, streets, parking and service areas, lighting, signs, special landscape treatment;

(b) to interpret the covenants including but not limited to rules to regulate animals, antennas, use of outdoor drying lines, trash containers, planting, maintenance and removal of vegetation.

Section 2. Single-Family Residences. No Owner shall occupy or use any unit(s) constructed on a Lot or permit the same or any part thereof to be occupied or used, for any purpose other than a private single-family residence for the Owner and the Owner's family or the Owner's lessees or guests. "Single family" is defined to include only persons related by blood, legal adoption, lawful marriage, and their servants.

Section 3. Noxious or Offensive Activity. No noxious or offensive activity shall be carried on in any lot, unit, or in the Common Area, nor shall anything be done which may be or become an annoyance or nuisance to the Owners or their lessees.

Section 4. Pets. Subject to such limitations as may from time to time be set by the Company, generally recognized house or yard pets, in reasonable numbers, may be kept on a lot, provided such pets are not kept or maintained for commercial purposes. All pets must be kept under the control of their owner when they are outside and must not become a nuisance to other residents, and if any such pets are declared a nuisance by the Company they shall be removed from the Lot within thirty days after written request from the Company.

Section 5. Signs. No signs of any type shall be displayed to public view on any Lot, Unit or Common Area, except customary name, address, and for sale or rent signs but only as approved by the Company.

Section 6. Mailboxes and Newspaper Tubes. Only mailboxes and newspaper tubes meeting the design standards of the Company shall be permitted, except for mail depositories which are the property of the U. S. Post Office Department.

Section 7. Trash Receptacles. All trash receptacles shall be concealed in a manner approved by the Company.

Section 8. Boats, Trailers, etc. Overnight parking or storage of boats, trailers, trucks and all vehicles other than licensed, operable private passenger vehicles shall be prohibited. ~~except in an emergency~~. Except for emergency repairs, no Owner shall repair or restore or permit others to repair or restore any vehicle upon any portion of the Property.

Section 9. Antennae. Exterior television or other antennae, except as approved by the Company are prohibited.

Section 10. Clothes Drying Equipment. Clothes lines or other clothes drying apparatus shall be screened from public view in a manner approved by the Company.

Section 11. Trash Burning. Trash, leaves and other similar material shall not be burned without the written consent of the Company and all appropriate governmental authorities.

Section 12. Model House or Exhibits. No Owner except the Developer shall permit any structure on his Lot to be used as a model house or exhibit without the written consent of the Company.

Section 13. Wells. No well shall be dug or maintained on any Lot without the written consent of the Company and the City of Williamsburg.

Section 14. Restriction on Further Subdivision. No Lot shall be further subdivided or separated into smaller lots by any Owner other than the Developer without the written consent of Developer, and no portion less than all of such Lot, shall be conveyed or transferred by an Owner other than the Developer, provided, however, that this shall not prohibit deeds of correction, deeds to resolve boundary line disputes, and similar corrective instruments by Owners other than the Developer.

Section 15. Exceptions. The Company may issue temporary permits to except any prohibitions expressed or implied by this section, provided the Board acts in accordance with adopted guidelines and procedures and can show good cause

Section 16. Maintenance of Property. Each Owner shall keep his Lot(s) and all improvements thereon free of debris and in good order and repair, including, but not limited to seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all units and other improvements, all in a manner and with such frequency as is consistent with good property management and so as not to detract from the overall beauty, of the Property and health and

safety of other residents. In the event an Owner of any Lot shall fail to maintain his lot(s) and the improvements thereon as so specified, the Company, after notice to the Owner as provided in the Bylaws shall have the right to enter upon said lot(s) to correct any violation of this section stated in such notice and the costs of the provision of such maintenance shall become a special assessment upon such lot.

Each Owner may elect to contract with the Company or its general contractor for the provision of the maintenance described herein. All costs related to the provision of such maintenance shall become a Special Assessment upon such Lot.

ARTICLE VI

UTILITY AND DRAINAGE EASEMENTS

The Developer reserves unto itself, its successors and assigns, a perpetual alienable easement and right of way:

(i) to construct, maintain, inspect, replace and repair electric and telephone poles, wires, cables, conduits, sewers, pipes, water mains, other suitable equipment and facilities for the conveyance of water, sewer, gas, telephone, electricity, television, cable, communications or other utilities or public conveniences on, over, under and within the setback area of each Lot and such other areas as may be designated for such purposes on appropriate recorded plats of subdivision, and

(ii) for storm and surface water drainage, including the right to construct, maintain, inspect, replace and repair pipes, ditches, culverts and other suitable facilities for the disposition of storm and surface water drainage on, over, under and within the setback area of each Lot, and such other areas as may be designated for such purposes on appropriate recorded plats of subdivision

(iii) These easements shall include the right of ingress and egress thereto, and the right to cut any trees, brush and shrubbery, make any grading of soil, and take other similar action reasonably necessary to provide economical and safe utility installation and drainage facilities. The rights herein reserved may be exercised by any licensee of the Developer, but shall not be deemed to impose any obligation upon the Developer to provide or maintain any utility or drainage services.

(iv) All wires, cables, conduits, sewers, pipes and water mains shall be installed underground.