

Tax Map Numbers:
See Attached Exhibit "A"

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AMENDED AND RESTATED
DECLARATION OF PROTECTIVE
COVENANTS

OF

FORD'S COLONY AT WILLIAMSBURG

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Pages 29-123 not
included - not of owners
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Tax Map No.
See attached Exhibit "A"

AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS
OF
FORD'S COLONY AT WILLIAMSBURG

This Amended and Restated Declaration is made this 8th day of March, 2013 by Ford's Colony at Williamsburg Homeowners Association, a Virginia nonstock corporation (the "Association"), and the Owners of Lots in Ford's Colony at Williamsburg listed on Exhibit "A", (collectively "Grantors").

WITNESSETH:

WHEREAS, Ford's Colony at Williamsburg, Inc., as declarant, subjected certain real property as shown on a plat entitled "MIDDLE PLANTATION COUNTRY CLUB, INC., - SECTION I" prepared by Deward M. Martin & Associates, Inc., March 11, 1974 and recorded in the Office of the Clerk of the Circuit Court for the City of Williamsburg and the County of James City, Virginia in James City Plat Book 31, page 76 to that certain Declaration of Protective Covenants of (the "Original Declaration") recorded in Deed Book 273, page 599 in the Office of the Clerk of the Circuit Court for the City of Williamsburg and the County of James City, Virginia; and

WHEREAS, Ford's Colony at Williamsburg, Inc., as declarant, subjected certain real property as shown on a plat entitled "FORD'S COLONY AT WILLIAMSBURG - SECTION II" prepared by Roger D. Spearman, C.L.S., dated April 16, 1986 and revised July 25, 1986 and recorded in the Office of the Clerk of the Circuit Court for the City of Williamsburg and the County of James City, Virginia in James City Plat Book 40, page 63 to that certain Declaration of Protective Covenants of (the "Original Declaration") recorded in Deed Book 268, page 243 in the Office of the Clerk of the Circuit Court for the City of Williamsburg and the County of James City, Virginia; and

WHEREAS, Realtec Incorporated subsequently became the successor declarant to Ford's Colony at Williamsburg, Inc.; and

WHEREAS, various amendments and supplements to the Original Declaration were filed by Ford's Colony at Williamsburg, Inc., or Realtec Incorporated, from time to time, to annex additional properties to the Original Declaration, and a list of the various amendments and supplemental declarations is attached hereto as Exhibit "B" (collectively referred to as "Supplemental Declarations"); and

WHEREAS, the Original Declaration runs with the land and is binding on all parties having any right, title or interest in the Property or any part thereof, their heirs; successors and assigns, and the Original Declaration inures to the benefit of each Owner; and

WHEREAS, Article XVII B. of the Original Declaration provides that the Original Declaration may be amended by the approval of three-fourths (3/4) of the Owners of all Lots who are eligible to vote; and

WHEREAS, Article XVII C. provides that the Association may execute and record the Amendment if a resolution of the Board of Directors is attached to this Amendment attesting to the affirmative action of the requisite number of Owners required to effect such amendment, and the same is certified by the Secretary of the Association; and

WHEREAS, the Resolution required by Article XVII C. is attached hereto as Exhibit "C"; and

WHEREAS, the requisite majority of the eligible Owners voted in favor of amending and restating the Original Declaration as set forth herein.

NOW, THEREFORE, the Grantors declare that the Property, as described herein, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions contained in this Amended and Restated Declaration of Protective Covenants (the "Declaration"), which are for protecting the value and desirability of the Properties, which shall run with the real property and be binding on all parties having any right, title or interest in the described properties, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner.

ARTICLE I. GENERAL PROVISIONS

1.1. Definitions. As used herein, the terms listed below shall have the indicated meanings unless otherwise required by the context.

(a) "Association" shall mean the Ford's Colony at Williamsburg Homeowners Association, a Virginia nonstock corporation, its successors and assigns.

(b) "Board of Directors" or "Board" shall mean the body of elected or appointed directors vested with management of the affairs of the Association.

(c) "Bylaws" shall mean the Bylaws, as amended from time to time, of the Association.

(d) "Common Area" shall mean all real property, including the Improvements thereon, owned or leased by the Association, now or in the future, for the common use and enjoyment of the Owners.

(e) "Declarant" shall mean Realtec, Incorporated, its successors and assigns.

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(f) "Dwelling Unit" shall mean the residential dwelling unit designed for single occupancy which may be constructed as a residence on a Lot or as part of a multi-family dwelling unit on a Lot or as part of a condominium.

(g) "Governing Documents" shall mean the Declaration, the Articles of Incorporation, Bylaws and Rules and Regulations, as amended from time to time.

(h) "Improvement" shall mean, without limitation, all buildings, residences, accessory or out-buildings, fences, hedges, landscaping, lighting, hardscaping, parking areas, retaining and other walls, driveways, sidewalks, paths, streets, roads, flagpole, lawn or garden statuary or accessories, decks, patios, and any other structure of any kind.

(i) "Lot" shall mean and refer to any numbered lot or plot of land shown upon any recorded Plat for Ford's Colony at Williamsburg with the exception of the Common Area and right of way areas, and shall include any Dwelling Unit constructed thereon.

(j) "Member" shall mean every person or entity, whether one or more persons or entities, who is a record owner of the fee simple title to any Lot as described on the recorded plats for the Properties referenced in this Declaration.

(k) "Owner" shall mean the record owner whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property.

(l) "Parcel" shall mean any named or lettered tract as shown on any recorded Plat for Ford's Colony at Williamsburg.

(m) "Plat" shall mean any plat of all or any portion of the Properties recorded in the Clerk's Office of the Circuit Court for James City County, Virginia.

(n) "Property or Properties" shall mean the real property set forth on Exhibit "A", and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

(o) "Reserved Area" shall mean all of the real property designated as such in any Supplemental Declaration or on recorded Plats of Ford's Colony at Williamsburg.

1.2. Captions. The captions are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of the document in which used or any provisions thereof.

1.3. Gender and Grammar. The use of the masculine gender shall be deemed to include the feminine gender, and the use of the singular shall be deemed to include the plural and vice versa whenever the context so requires.

1.4. Severability. Each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or application, and, to this end, the provisions of this Declaration are declared to be severable.

1.5. Interpretation. When any conflict occurs among the Governing Documents, the Declaration shall control, then the Articles of Incorporation, then the Bylaws, except in those cases where the Governing Documents may be found to be in conflict with statute, the statute shall control.

1.6. Complementarity of Governing Documents; Incorporation by Reference. The Governing Documents shall be construed together and shall be deemed to incorporate one another. Any requirements as to the content of one shall be deemed satisfied if the deficiency can be cured by reference to any of the other. Any provision of any Governing Document referenced in any other Governing Document with the intent to incorporate the provisions of the Governing Document shall be deemed incorporated therein, as if set forth in full.

1.7. Compliance. All Owners or persons occupying any Lot, Parcel or Dwelling Unit shall comply with the Governing Documents and Rules and Regulations pertaining to the Properties. Owners shall be responsible for the conduct of their family members, guests, tenants, and their tenants' family members and guests.

ARTICLE II. COMMON AREA

2.1. Maintenance Responsibility of the Association. The Association shall be responsible for the management, maintenance, improvement, care, operation, repair, renovation, replacement, and control of the Common Areas, including related fixtures, personal property, and equipment, and shall keep the same in good, clean, and attractive condition, order, and repair. Unless otherwise determined by the Board of Directors, all repairs and replacements shall conform to the original construction and installation, and shall be of equal or better quality.

2.2. Owners' Easements of Enjoyment. Subject to the provisions of the Governing Documents, every Owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the rights of the Association as follows:

(a) To establish reasonable rules and regulations with respect to use of the Common Areas and with respect to such other areas of responsibility assigned to the Association by the Declaration, except where expressly reserved by the Declaration to the Owners;

(b) To establish reasonable rules and regulations pertaining to Owners' guests;

(c) To charge reasonable fees and dues for the use of the Common Areas and certain facilities;

(d) To suspend an Owner's right to use or benefit from any of the Common Areas for any period during which any assessment, charges, fees, or dues are more than 60 days past due, subject to any limitations in the Property Owners' Association Act (Va. Code Ann. § 55-508, *et seq*);

(e) To suspend an Owner's right to use or benefit from any of the Common Areas for any period during which any other infraction of the Governing Documents by the Owner remains uncorrected after the last day of the period established for correction by the Board;

(f) To grant permits, licenses and easements under, through and over the Common Areas or other areas of Association responsibility for drainage, utilities, roads, access and other purposes which are reasonably necessary to the ongoing development and operation of the Properties as approved by the Board, or as deemed by the Board of Directors to be in the best interest of the Association;

(g) To dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be approved by the Board;

(h) To sell, lease, exchange, dispose of, encumber, or mortgage all or any part of the Common Area in accordance with the Bylaws;

(i) To enter into shared use and maintenance agreements; and

(j) Such other rights as set forth by law or by the Governing Documents.

2.3. Delegation of Use. Any Owner may delegate his right of enjoyment to the Common Area and facilities to the members of his family who reside with the Owner, or to his tenants. The Board is authorized to adopt rules and regulations to govern non-resident Owners' use of the Common Area and facilities when the right of enjoyment to the Common Area and facilities has been delegated to the Owner's tenant(s), including but not limited to imposing reasonable charges and fees for the continued use of certain Common Area and facilities.

2.4. Damage or Destruction of Common Area by Owner. In the event any Common Area is damaged or destroyed by an Owner, his tenants, guests, licensees, agents, or members of his family, the Association may repair such damage at the Owner's expense. The Association may repair such damage in a good and workmanlike manner in conformance with the original plans and specifications of the Common Area involved, or as the Common Area may have been modified or altered, at the sole discretion of the Board of Directors. The cost of such repairs shall become an Individual Assessment, as described more particularly in Section 5.8 herein, upon the Lot of such

Owner and shall constitute a lien upon such Owner's Lot and be collectible in the same manner as other assessments set forth in Article V herein.

2.5. Eminent Domain; Condemnation. Whenever all or any part of the Common Area is taken or damaged under the power of eminent domain, the proceedings, rights and responsibilities of the Association and the Owners shall be determined by Va. Code Ann. § 55-516.2.

ARTICLE III. RESERVED AREA

3.1. Maintenance Responsibility. The Declarant shall be responsible for the maintenance, repair, and replacement of the Reserved Areas and all improvements thereon, including related fixtures, personal property, and equipment, and shall keep the same in good, clean, attractive and safe condition, order, and repair. Unless otherwise determined by the Board, all repairs and replacements shall conform to the original construction and installation, and shall be of equal or better quality.

3.2. Subsequent Dedication. At any time hereafter the Declarant may offer any portion or all of the Reserved Area owned by the Declarant for dedication to public use or to the Association, or a part of such Reserved Area to public dedication and a part to the Association, and retain a part thereof. Prior to any conveyance to the Association, however, consent to such transfer shall be approved by a majority of the Owners voting on the question at a meeting of the Association called for the purpose of considering such a question. In the event of an offer of dedication to a governmental authority, such offer shall be subject to acceptance by the governmental authority pursuant to its then applicable standards.

3.3. Use. The use and enjoyment of Reserved Areas, and the improvements thereon, shall be subject to the rules and regulations governing the use of such property and improvements as may from time to time be adopted by the Association.

ARTICLE IV. FORD'S COLONY AT WILLIAMSBURG HOMEOWNERS ASSOCIATION

4.1. Association. Ford's Colony at Williamsburg Homeowners Association is a Virginia nonstock corporation, organized to provide for the management, maintenance, operation and architectural control of the real estate known as Ford's Colony at Williamsburg located in James City County, Virginia, and such other real estate as may properly be brought under the Association's jurisdiction to further and promote the common interests of Owners in Ford's Colony, and to administer the affairs of the Association. The Association shall have such powers and duties in the furtherance of its purposes as set forth in the Governing Documents.

4.2. Membership. Every person or entity, whether one or more persons or entities, who is a record owner of the fee simple title to any Lot as described on the recorded plats for the Properties referenced in this Declaration, shall be a Member of the Association. Membership is appurtenant to and may not be separated from the ownership of any Lot or Parcel.

4.3. Voting. Each Member is entitled to one vote for each Lot owned. When more than one person or entity is the record Owner of a Lot, the vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. Voting and the voting rights of Members shall be as set forth in the Bylaws.

ARTICLE V. COVENANT AND MAINTENANCE ASSESSMENTS

5.1. Creation of the Lien and Personal Obligation of Fees and Assessments. In the Original Declaration, the Declarant subjected all Lots to the payment of assessments to the Association, except Lots owned by the Declarant. By this Declaration, the covenant to pay assessments is affirmed, and all Lots are subject to assessment, and the exception from assessments for Declarant owned Lots is deleted effective with the recording of this Declaration. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) Annual Assessments or charges; (ii) Special Assessments; and (iii) Individual Assessments (collectively "Assessments"), such Assessments to be established and collected as hereinafter provided. The Assessments, together with interest, late fees, costs of collection, postage fees, administrative fees or charges, reasonable attorney's fees, court costs, and any other amounts provided or permitted by law shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such charge is made. Each such Assessment, together with interest, late fees, costs of collection, reasonable attorney's fees, court costs, and any other amounts provided or permitted by law shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to his successors in title unless expressly assumed by them. No Owner may avoid liability for Assessments by non-use of the Common Area or by abandonment of his Lot.

5.2. Authority: Installment Payments. As set forth in the Property Owners' Association Act (Va. Code Ann. § 55-508, *et seq.*), this Declaration, or the Bylaws, the Board of Directors has the power and authority to establish Annual Assessments, Special Assessments, and Individual Assessments. The Board of Directors shall determine the date each Assessment is due and may permit an Assessment to be paid in installments extending beyond the fiscal year in which it is imposed.

5.3. Purpose of Assessments. Assessments levied by the Association shall be used exclusively for the management, maintenance, improvement, care, operation, renovation, repair, replacement, and/or acquisition of the Common Area and all improvements thereon, and capital assets; for modifying, improving or adding Common Area or amenities; for the procurement of insurance for the Association; for the establishment of reserves with respect to Association obligations; for the discharge of such other obligations of the Association imposed or assumed by the Association pursuant to the Governing Documents; for the acquisition, the administration of the Association; and to promote the recreation, health, safety, welfare, common benefit and enjoyment of the Owners of the Property.

5.4. Annual Assessment. The amount of Annual Assessments shall be based on the annual budget adopted by the Board pursuant to the Bylaws. In the event that an annual budget is not adopted or if it is disapproved by the Members as set forth in the Bylaws, the prior year's annual assessment shall continue for the current year's annual assessment until such time as the annual budget is adopted.

5.5. Date of Commencement of Annual Assessments; Due Dates. The Board of Directors shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each Annual Assessment period. The due dates shall be established by the Board of Directors.

5.6. Assessment Certificate. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of Assessments on a Lot is binding upon the Association as of the date of its issuance.

5.7. Special Assessments. The Board of Directors may levy, for any fiscal year, a Special Assessment applicable to that year, but not longer than the following year for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital asset or the Common Area, including fixtures and personal property related thereto, or for acquisition of any Common Area, or for the purpose of modifying, improving or adding Common Area or amenities, or for any other area of Association responsibility as provided for in this Declaration, if the purpose in doing so is found by the Board of Directors to be in the best interest of the Association. In addition, the Board may levy Special Assessments in accordance with Va. Code. Ann. § 55-514.

5.8. Individual Assessments. Individual Assessments shall be those expenses directly related to maintenance, or a service provided, to one or more Lots, whether at the request of the Owner thereof or as a result of an Association obligation under the Governing Documents or by law or for an expense of the Association benefitting the Lot; or as an exercise of an Association remedy, as set forth in Article XIII herein, and shall further include violation charges levied pursuant to the Governing Documents and Va. Code Ann. § 55-513(B). If an Individual Assessment is levied on multiple Lots owned by one Owner it shall be allocated among that Owner's Lots as the Board of Directors directs or, in the absence of such direction, equally among such Lots. Notwithstanding the concept of Individual Assessments, the Association is not obligated to provide any service or maintenance to Lots except as expressly provided in the Governing Documents.

5.9. Uniform Rate of Assessment. Both Annual and Special Assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis or as otherwise determined by the Board, provided, however, Assessments may, at the discretion of the Board, be set at different levels for Lots located in sections of Ford's Colony at Williamsburg where the infrastructure, including roads and utilities are not available to the Owner. Upon availability of roads and utilities, the Lots shall be fully assessed. Expenses of the Association which benefit less than all of the lots

may be specifically assessed equitably among the Lots which are benefitted according to the benefit received. Expenses of the Association which benefit all Lots, but which do not provide an equal benefit to all Lots, may be assessed equitably among all Lots according to the benefit received.

5.10. Nonpayment of Assessments. The Assessment liens provided for in this Declaration may be perfected and enforced in the manner provided by Va. Code Ann. § 55-516. A statement from the Association showing the balance due on any Assessment shall be *prima facie* proof of the current Assessment balance and the delinquency, if any, due on a particular Lot. The Association shall be entitled to foreclose the lien, and/or bring an action at law against any Owner personally obligated to pay the same, either in the first instance or for a deficiency judgment following foreclosure. Late fees, interest from the due date, all costs of collection, reasonable attorney's fees in a minimum amount of 25% of the amount due, court costs, and other amounts provided or permitted by law shall be added to the amount of such Assessment and shall be secured by the assessment lien. Late fees, interest, costs of collection, reasonable attorney's fees, and court costs shall be added to the account whether or not any legal action is initiated. The Board is authorized to establish, from time to time, the amount of the late fees and the interest rate to be charged to the account, and may change the initial late fees or interest rate as set forth herein. Assessments that are unpaid for a period of ten (10) days after the due date shall incur an initial late fee of five percent (5%) of the unpaid assessment. Interest shall accrue on the unpaid assessment from the due date at the rate of twelve percent (12%) per annum until paid. Upon the failure of an Owner to pay any installment when due, the Board may accelerate the remaining year's installments and declare the entire amount due and payable.

5.11. Application of Payments. All payments shall be first applied to costs of collection, attorney's fees and court costs, then to late fees, then interest charges, then to any delinquent assessment, and then to any unpaid installments of assessments that are not part of the collection effort or lawsuit in order of the installment coming due.

5.12. Subordination of the Lien to Mortgages. The lien of Assessments shall be subordinate to the lien of any prior mortgage or deed of trust. Sale or transfer of any Lot shall not affect the lien. However, the sale or transfer of any Lot by foreclosure of a prior mortgage or deed of trust, shall extinguish the lien of such charges as to payments which become due prior to such sale or transfer, provided that there is no surplus from the sale to pay the lien in full or in part. No sale or transfer shall relieve such Lot from liability for any charges thereafter becoming due or from the lien thereof, and any personal liability for the Assessments shall not be extinguished by foreclosure.

5.13. Exempt Property. Common Area and Reserve Area shall be exempt from any Assessments, charges and liens created herein. All other Properties are subject to Assessments as set forth herein.

ARTICLE VI. ARCHITECTURAL CONTROL

6.1. Architectural Review Committee. Effective April 1, 2013, the Board shall appoint an Architectural Review Committee ("ARC") for the purpose of reviewing and approving or disapproving all plans submitted by Owners in accordance with this Article and any Architectural Standards as hereafter defined. The Board of Directors shall determine the number of persons to serve on the ARC and the length of their terms. The ARC shall perform its functions consistent with this Declaration, the Purchaser's Handbook, and any committee charter adopted by the Board. The ARC shall from time to time adopt written rules and regulations of general application governing its procedures which may include provisions for the form and content of applications, the number of required copies of plans and specifications to be submitted, and the form and delivery method for notice of approval or disapproval. Such rules and regulations shall be subject to approval by the Board.

6.2. Declarant-controlled Environmental Control Committee. The Declarant has operated and controlled the Environmental Control Committee ("ECC") in Ford's Colony from the beginning of Ford's Colony. Effective April 1, 2013, the Declarant shall no longer review and approve plans submitted by Owners in accordance with this Article. The Association shall not be responsible for any failure by the Declarant to account for, transfer or disburse deposits, nor shall the Association be responsible for any inaction or action by the Declarant-controlled ECC. Dwelling Units that were submitted to the ECC shall continue to comply with the Purchaser's Handbook in effect at the time of approval by the ECC, and shall remain under the review and final approval of the ECC.

6.3. Architectural Standards. The Declarant established architectural standards, guidelines, processes, and fee and deposit requirements, to govern the construction of Dwelling Units in Ford's Colony at Williamsburg (the "Purchaser's Handbook"). The Purchaser's Handbook will be updated to reflect the implementation of the Association's ARC. Owners submitting requests subsequent to April 1, 2013 shall be subject to the Purchaser's Handbook as adopted by the Board subsequent to the recording of this Declaration. Owners shall comply with the Purchaser's Handbook, as amended or changed from time to time, the Declaration, and any specific requirements found in the Supplemental Declaration annexing the Owner's Lot to the Original Declaration. The ARC may recommend amendments, modifications, deletions, and additions to the Purchaser's Handbook from time to time. The Board shall have the authority to adopt, amend, implement, and enforce such modifications, deletions, and additions to the Purchaser's Handbook, including, without limitation, design criteria, architectural standards, guidelines, procedures, surety deposit requirements, performance bonds or deposit requirement, fees, and the review process and appeal process.

6.4. Surety Deposit; Performance Deposits, Forfeiture of Deposits. The Board and/or the ARC may also require each Owner and/or the Owner's contractor to post with the ARC surety deposits, performance deposits or other deposits in amounts and forms acceptable to the ARC as set forth in the Purchaser's Handbook. The Board and/or the ARC shall have the authority to forfeit all

or any part of any surety deposit, performance deposit or other deposit for any violations or noncompliance of the Purchaser's Handbook or the Governing Documents.

6.5. Approval of Plans. Except as otherwise permitted in Section 6.7 herein, the ARC shall not knowingly approve the plans for any improvement that would clearly violate any of the applicable provisions of the Governing Documents, the Purchaser's Handbook, or any Supplemental Declaration, as applicable. In all other respects, the ARC may exercise its discretion in determining whether to approve or disapprove any plans, taking into account, without limitation, the location of an Improvement on a Lot, grading plans, design proportions, architecture, shape, height, or style of the proposed Improvements, the materials, the pitch or type of roof, the color scheme, the finished ground elevation, the landscaping, the hardscaping, and any other consideration that factors into the ARC's determination of whether the proposed Improvements are harmonious with the Properties or existing Improvements on other Lots or Parcels. Nothing contained in this Declaration shall require the ARC to approve the plans for Improvements on a Lot on the grounds that the same or a similar layout, design, and/or other aspects of such Improvements are substantially the same as the layout, design, and other aspects of Improvements approved by the ARC or the ECC for another Lot.

6.6. No Improvement to be Constructed Without Approval. No Improvement shall be constructed, erected, installed, or maintained on any Lot, nor shall any Improvement be altered, enlarged, demolished, or removed in a manner that alters the exterior appearance, including paint color, of the Improvement or of the Lot on which it is situated, nor shall any change in grade, clearing, major landscaping or other work be undertaken, unless the plans therefor have been approved by the ARC. After the plans have been approved, all Improvements or other changes shall be constructed, erected, installed, maintained, altered, enlarged, demolished, or removed strictly in accordance with the approved plans. Upon commencing the construction, erection, installation, alteration, enlargement, demolition, or removal of an Improvement, all of the work related thereto shall be carried on with reasonable diligence and dispatch and in accordance with the construction schedule approved by the ARC.

6.7. Variations. The ARC shall have the right to grant reasonable variations or adjustments in approving Improvements to overcome practical difficulties and to prevent unnecessary hardships, provided such variance will not be materially detrimental to neighboring Lots or Parcels, injurious to other Lots or Parcels, or defeat the general purpose of this Declaration, the Purchaser's Handbook or any applicable Supplemental Declaration.

6.8. Certificate of Compliance. At any time prior to completion of construction of an Improvement, the ARC may require a certification, at the sole cost and expense of the Owner, from the contractor, owner, or a Virginia licensed surveyor or engineer, that such Improvement does not violate any set-back line, ordinance or statute, nor encroach on any easement, or right-of-way, nor violate any other provision of this Declaration, the Purchaser's Handbook, or any Supplemental Declaration, as applicable.

6.9. Appeals. An Owner shall have the right to appeal any decision of the ARC to the Board, or its designee, within thirty (30) days of the date of the ARC decision. Such appeals shall be in writing. A decision of the ARC may be reversed or modified upon the approval of two-thirds (2/3rds) of the Board.

6.10. Model Homes. Model or exhibit homes shall be built and used as such only with the permission of the ARC.

6.11. Completion of Construction. All structures and landscaping must be substantially completed in accordance with the plans and specifications approved by the ARC within twelve (12) months after construction of same shall have commenced, except that the ARC may grant extensions where such completion is made impossible because of matters beyond the control of the Owner, such as strikes, casualty losses, national emergencies or acts of God. In the event any structure is damaged or destroyed during or after construction, the Owner shall make every reasonable effort to rebuild the structure to its original condition as rapidly as possible, or, in any event, within twelve (12) months of the date such damage occurs.

6.12. Consultation; Review Fees. In connection with the discharge of its responsibilities, the Board may engage or consult with architects, engineers, planners, surveyors, attorneys, and others. Any person seeking the approval of the ARC shall be responsible for paying all fees incurred by the ARC or the Association. The payment of all such fees is a condition to the ARC's approval or disapproval of any plans, and the commencement of review of any plans may be conditioned upon the payment of the ARC's or the Association's estimate of all fees.

6.13. Limitation of Liability. The ARC's approval of any plans or requirement that the plans be modified shall not constitute a warranty or representation by the ARC or the Association or the Board of the adequacy, technical sufficiency, or safety of the improvements described in such plans, as the same may be modified; and the Association and the ARC shall have 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 no event shall the Association, its Board or the ARC have any liability whatsoever to any Owner, a Mortgagee, a Contractor, or any other party for any costs or damages, consequential or otherwise, that may be incurred or suffered on account of the ARC's approval, disapproval, or conditional approval of any plans.

6.14. Single Family Residential. Only single-family dwellings and accessory buildings complementary to the residence shall be permitted on any Lot, which is designated as Single Family Residential. The following restrictions shall specifically apply to such Lots unless it is otherwise provided in a Supplemental Declaration:

(a) Minimum Area. Each Dwelling Unit shall have a fully enclosed floor area, exclusive of roofed or unroofed porches, terraces, garages, carports or other accessory buildings, with not less than the number of square feet established in the Supplemental Declaration for the

section or unit in which the Lot is located. Any area, which is wholly or substantially below ground level, shall not be included in the calculation of square footage unless approved by the ARC.

(b) Setback Lines. Each such Dwelling Unit shall be at least: (a) Thirty feet (30') from the front Lot line; (b) Twenty-five feet (25') or Twenty-five percent (25%) of the depth of the Lot, whichever is greater, from the rear Lot line; and (c) Ten feet (10') from the side Lot lines. In the event the ARC shall determine that application of the aforesaid setback lines to a particular Lot would unreasonably limit the use of the Lot by the Owner, and effectively deprive him of an appropriate building envelope on the Lot, the ARC may grant a variance to the Owner of said Lot from the foregoing setback requirements.

6.15. Multiple Family Residential. Only multiple family dwellings and accessory buildings complementary to the residence shall be permitted on any Lot or Parcel designated as Multiple Family Residential. If required, the appropriate governmental authority shall approve multiple family residential uses. The following restrictions shall specifically apply to such Lots or Parcels:

(a) Minimum Density and Floor Area. There shall not be more than one Dwelling Unit for each 3,000 square feet of land area in such Lot or Parcel, and the amount of fully enclosed floor area devoted to living purposes in each such Dwelling Unit shall not be less than 600 square feet.

(b) Carport or Garage. A carport, garage or parking space shall be made available on the Lot for each Dwelling Unit constructed.

(c) Type of Construction. Subject to the approval of the ARC, multiple family Dwelling Units may be stand-alone units or may be joined by a common or party wall.

6.16. Supplemental Declaration Requirements. The Declarant subjected certain Lots to specific and different requirements by the recording of various Supplemental Declarations when annexing property to the Original Declaration. It is the intention of this Declaration that specific restrictive covenants pertaining to the size and types of residences, setback lines, landscaping, variance, fencing, driveways, other restrictive covenants particular to the section, and any special assessments noted therein, shall continue as the same are set forth in the Supplemental Declarations. A list of the Supplemental Declarations is attached hereto as Exhibit "B".

ARTICLE VII. USE RESTRICTIONS

7.1. Residential Use. The Lots shall be used exclusively for residential purposes and no building shall be erected, altered, placed or permitted to remain thereon other than Dwelling Units designed for single family occupancy.

7.2. Home Occupations. No Lot shall be used for any business, commercial, manufacturing, mercantile, storing, vending or any other non-residential purpose; however, an

Owner may maintain an office in the dwelling constructed on such Owner's Lot if (i) the occupation or activity is conducted entirely within the dwelling; (ii) the occupation requires no external alterations or the use of outdoor storage of machinery or equipment that creates noise, odor, smoke, dust or glare or is dangerous or otherwise detrimental to persons residing in the home or in adjacent property; (iii) no exterior evidence of the occupation or activity exists; (iv) no articles are displayed or otherwise offered for sale upon the Lot; (v) there is no equipment or process inside that may disrupt neighboring dwellings; and (vi) such office generates no significant increase in traffic by clients, customers or other persons related to the business.

7.3. Nuisance; Compliance with Laws. No improper, offensive, or unlawful use shall be made of the Property or any part thereof. All valid laws, zoning ordinances, orders, rules, regulations, or requirements of any governmental agency having jurisdiction thereof relating to any portion of the Property shall be complied with, by, and at the sole expense of the Owner, or the Association, whichever shall have the obligation for the upkeep of such portion of the Property and, if the Association, then the cost of such compliance shall be included in the annual budget to be part of the Annual Assessments, or it may be levied as a Special Assessment as set forth herein.

7.4. Animals and Pets. No animals, reptiles, livestock or poultry shall be raised, bred or kept on the Properties. Dogs, cats, or other usual and common household pets may be kept or maintained if they do not become a nuisance to other Owners or occupants, and they are not kept, bred or maintained for commercial purposes. All pets must be kept under the control of their owner and dogs shall at all times be controlled by a leash held by a person capable of controlling the dog, or confined on the Owner's Lot. Dogs may be controlled or confined on the Owner's Lot by electronic means. Notwithstanding the foregoing, the Board may make rules and regulations regarding such household pets, including the definition of "usual and common household pets," and designating areas in the community where dogs may be "off leash."

7.5. Signs. No signs or advertisements of any type shall be displayed to public view on any Lot, Parcel or the Common Area or adjacent to any right-of-way or roadway within the Properties, except (i) street address signage on the home, mailbox as permitted and approved in accordance with the Purchaser's Handbook, and (ii) other signage as permitted by the Purchaser's Handbook.

7.6. Antennas; Satellite Dishes. Satellite dishes of one meter or less in diameter and antennas are permitted subject to the following recommendations and guidelines: Rooftop antennas are permitted, although attic installation is encouraged. Antennas and satellite dish supports are limited to a maximum of 12 feet above the roof line per FCC recommendations. All wiring for permitted antennas and satellite dishes must be properly secured and in some instances may need to be concealed. The color options, if available for a satellite dish, should complement the basic colors of the Dwelling Unit following the same guidelines as exterior painting. Otherwise, the color should remain as originally purchased in neutral colors, i.e. black, gray or tan. There shall be no commercial advertising on the satellite dish other than the brand name. Based on the required positioning to receive transmissions, antennas and satellite dishes shall be placed in an

inconspicuous location and shall not be placed in areas where it would constitute a safety hazard. Antennas and satellite dishes shall not be placed on any Common Areas.

7.7. Commercial Vehicles. No commercial vehicles shall be parked or maintained on any street, or on Common Area except in locations designated by the Association for which there may be an Individual Assessment or a fee. If no such area is designated by the Association, commercial vehicles may be parked or maintained on a Lot or Parcel if the commercial vehicle is screened so it is not visible from any street, Common Area, Reserved Area, Parcel or other Lots. Commercial vehicles are vehicles which are designed or used for commercial applications, including, but not limited to, vehicles (i) displaying a commercial license plate; (ii) displaying markings, signage, or logos for a business; (iii) carrying equipment, tools, or rubbish on the exterior of the vehicle; or (iv) having three or more axles.

7.8. Construction and Oversized Vehicles. No construction or oversized vehicles shall be parked or maintained on Common Area, Reserved Area, or on any Lot or Parcel, except vehicles or equipment being used for construction as permitted on a temporary basis by the ARC. Oversized vehicles are vehicles that are unable to fit in a regular-size parking space.

7.9. Boats; Trailers; Recreational Vehicles. No boat or personal watercraft, trailer, camper, recreational vehicle, and similar vehicles or equipment shall be parked or maintained on any street, Lot, Parcel, Reserved Area or on any Common Area except in storage areas designated for such purpose by the Association for which there may be an Individual Assessment or fee. Temporary parking shall be permitted on the street abutting an Owner's Dwelling Unit, or in the Owner's driveway for purposes of loading or unloading the vehicles or equipment specified in this paragraph.

7.10. Vehicles. Each Owner shall provide sufficient space on his Lot for vehicle parking for himself, his family members residing on the Lot, and for his guests, it being the intent hereof, that parking on streets and roads be kept to a minimum. No junk or inoperative vehicles shall be parked or maintained on the Common Areas, Reserved Areas or on any Lot or Parcel unless screened from any street, Common Area, Reserved Area, Parcel or other Lots. Such screening shall be as determined by the ARC.

7.11. Outdoor Drying; Trash Containers; Firewood Storage. All clotheslines, drying apparatus, trash containers, firewood, and other similar items shall be screened so as to be concealed from the view from any street, Lot, Parcel, Common Area or Reserved Area.

7.12. Solar Devices. No artificial or man-made device which is designed or used for collection of or heating by solar energy or other similar purposes shall be placed, allowed, or maintained upon any portion of the Properties, including any Dwelling Unit, without the prior written consent of the ARC.

7.13. Accessory Buildings; Temporary Structures; Used Structures. No accessory building of any type nor any temporary structure, mobile home, travel trailer, tent shall be used as a home or residence. No accessory building of any type shall be erected on any Lot or Parcel prior to the erection of a Dwelling Unit. No temporary structure or used structure shall be permitted on any Lot, Parcel or Reserve Area.

7.14. Fences. No fence, hedge, or retaining wall may be placed along any property line except as approved by the ARC or if required by any Supplemental Declaration. This section does not prohibit the installation of invisible pet enclosure type fences, provided, however, that no such fence shall be installed in or on property owned by the Association.

7.15. Mailboxes. No mailbox or newspaper box shall be erected or maintained unless approved by the ARC in accordance with the Purchasers Handbook.

7.16. Sanitation. No outside toilet shall be constructed on any Lot or Parcel except portable toilet facilities installed during construction of a Dwelling Unit, which shall be immediately removed upon completion of the Dwelling Unit. All plumbing fixtures, dishwashers, toilets or sewage disposal systems shall be installed using a proper connection to a sewage system approved by the ARC and any appropriate governmental authority.

7.17. Concealment of Fuel Storage Tanks. Fuel storage tanks on any Lot or Parcel shall be buried below the surface of the ground or screened to the satisfaction of the ARC.

7.18. Trash Receptacles. Every receptacle for ashes, rubbish or garbage shall be installed underground or be so placed and kept as not to be visible from any street, Common Area, or Reserved Area, except at times when refuse collections are made.

7.19. Trash; Litter. No accumulation or storage of litter, refuse, bulk materials, or trash of any kind shall be permitted on any Lot. No Owner shall burn any litter, refuse, bulk materials or trash of any kind without a permit from the ARC.

7.20. Tree Removal. No living tree with a diameter greater than three inches (3") may be removed from any Lot or Parcel without the prior written approval of the ARC.

7.21. Golf Course. Owners of Lots or Parcels adjacent to the golf course fairways shall permit entrance upon their Lots for retrieval of golf balls. No golf carts shall be operated over streets and roads within Ford's Colony at Williamsburg except as used in the normal progression of golf course play.

7.22. Hazardous Uses. Nothing shall be done or kept on the Property that will increase the rate of insurance for the Common Area or any part thereof applicable for permitted uses without the prior written consent of the Board of Directors; including, without limitation, any activities which are unsafe or hazardous with respect to any person or property. No person shall permit anything to

be done or kept on the Property which will result in the cancellation of any insurance on the Common Area or any part thereof or which would be in violation of any law, regulation, or administrative ruling. Each Owner shall comply with all federal, state, and local statutes, regulations, ordinances, or other rules intended to protect the public health and welfare as related to land, water, groundwater, air, or other aspects of the natural environment: the "Environmental Laws." Environmental Laws shall include, but are not limited to, those laws regulating the use, generation, storage, or disposal of hazardous substances, wastes, and materials (collectively, "Hazardous Materials").

7.23. Subdivision of Lots; Subdivision or Combining Dwelling Units. No Lot shall be subdivided into two or more Lots, nor shall the boundary lines of a Lot be changed or vacated unless approved by the Board of Directors. If two or more adjacent Lots are combined into one Lot, the new Lot shall be treated as one Lot for purposes of the rights and responsibilities of the Owner, and for purposes of Assessments. If, subsequently, the Owner or any subsequent Owner wants to subdivide the Lot into more than one Lot, the Owner shall submit a written request to the Board, and as a condition to any approval, the Owner shall pay all Assessments that would have been due on the Lots that were combined from the time the Lots were combined up to the date of approval to subdivide the Lot. The Assessments shall include the principal amount of any Assessment, late fees, and interest in accordance with the Board's policy adopted from time to time on this subject. Notwithstanding the foregoing, Dwelling Units shall not be subdivided into additional units nor shall any Dwelling Unit be combined with another Dwelling Unit, except as otherwise provided for any condominium units in the condominium instruments applicable to the condominium.

7.24. Time Share Prohibited. Time shares as set forth in Va. Code Ann. § 55-362 are prohibited on any of the Properties.

7.25. Sales; Leasing. The Board of Directors shall have the authority to make and enforce reasonable rules and regulations regarding the sale or leasing of a Lot or Parcel, including without limitation, the authority to require written notice of intention to sell or lease a Lot or Parcel, the authority to approve or disapprove the form of all leases, the authority to restrict subleasing and assignment, and the authority to restrict the term and nature of leases. The Association shall not be liable for failure to enforce this provision.

7.26. Rules and Regulations. The Board of Directors shall have the power to adopt, amend, enforce, and repeal Rules and Regulations which restrict and regulate the use and enjoyment of the Property or any portions thereof and which may supplement, but may not be inconsistent with, the provisions of the Governing Documents. The Properties shall be occupied and used in compliance with the Rules and Regulations. Changes to the Rules and Regulations shall be published via print or internet prior to the effective date and each Owner shall be provided a copy or be otherwise notified.

ARTICLE VIII. OWNER'S RESPONSIBILITIES.

8.1. Owner's Responsibility for Exterior Maintenance. Each Owner shall maintain his Lot or Parcel, whether occupied or not, and the exterior of any Improvements situated thereon in a neat and orderly manner, and shall not permit the appearance of the Lot or Parcel, or any Improvements thereon to be unsightly, unsanitary or hazardous. The entire exterior of any building on any Lot or Parcel shall be cleaned, painted, stained, repaired and/or replaced as necessary by each Owner to maintain the structural integrity and aesthetic appearance of said structure to the standard when initially constructed. Each Owner shall keep drainage ditches and swales located on his Lot or Parcel free and unobstructed and in good repair, and shall provide for the installation of such culverts upon his Lot or Parcel as may be required for proper drainage. Should any Owner fail to maintain his Lot and/or improvements thereon or fail to keep drainage ditches and swales as required by this paragraph, the Association may, but is not obligated to, take action as set forth in Section 13.3 herein.

8.2. Insurance. Each Owner shall carry blanket all-risk casualty insurance on his Dwelling Unit and any other structures to cover the full replacement value of the structures contained thereon, excepting any Dwelling Unit that is a condominium unit, or a Dwelling Unit under a condominium association or other sub-association that carries insurance covering such Dwelling Unit. The Association shall not be liable, under any circumstances, for any failure by an Owner to obtain the coverage set forth above.

8.3. Damage or Destruction of Dwelling Unit. In the event of a partial loss or damage and destruction of a Dwelling Unit or any other structures on a Lot resulting in less than total destruction of such structures, the Owner shall proceed promptly to repair or to reconstruct the damaged Dwelling Unit or structure in a manner consistent with the original construction as set forth in Section 6.11 herein. In the event that the structures are totally destroyed and the Owner determines not to rebuild or to reconstruct, the Owner shall clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction. A condominium association or other sub-association within the Ford's Colony at Williamsburg may impose more stringent requirements regarding the standards for rebuilding or reconstructing structures within its jurisdiction and the standard for returning the Dwelling Unit to its natural state in the event the owner decides not to rebuild or reconstruct.

8.4. Association Not Liable. The Association shall not be liable, under any circumstances, for any failure by an Owner to obtain the coverage or confirm coverage provided by a condominium association or sub-association as set forth in Section 8.2 above.

ARTICLE IX. LAKES, PONDS AND STREAMS.

9.1. Limitation of Water Rights. No Owner of a Lot or Parcel contiguous to a lake, pond or stream shall have any rights with respect to such lake, pond or stream, the land underneath the lake, pond or stream, the water therein, or its elevation, use or condition. No Owner shall have any

riparian rights or any other claim of right to such water. No Owner shall acquire any title to land by reliction or submergence or changing water elevations.

9.2. Right to Remove Accretions. The Association or any other owner of a lake, pond or stream shall have the right at any time to dredge or otherwise remove any accretion or deposit from any of the Lots or Parcels contiguous to any lake, pond or stream, in order that the shoreline of the lake, pond or stream to may be moved inland toward or to the boundary of the Lot.

9.3. Responsibility for Damages. The Association and any other owner of a lake, pond or stream shall not be liable for damages caused by erosion, washing, overflow, or any other action of the water of any lake, pond or stream.

9.4. Easement; Changing Lake Levels. The Association and any other owner of a lake, pond or stream are hereby granted an easement over the area of each Lot or Parcel contiguous to any lake, pond or stream as may be necessary for the maintenance of any lake, pond or stream. The Association or any other owner of a lake or pond shall have the right to raise and lower the water level of any lake or pond in Ford's Colony at Williamsburg to a level equal to the elevation of the top of the dam, whether or not the water level rises above the boundary of any Lot or Parcel contiguous to the lake or pond. Neither the owner of a lake, pond or stream nor the Association shall have any liability or responsibility to the Owner of such Lot or Parcel in such instance, nor shall the owner of a lake or pond or the Association have any duty to change the lake or pond level.

ARTICLE X. EASEMENTS

10.1. Utilities. The Declarant reserved utility easements in the Original Declaration for a ten foot (10') wide easement running along the inside of all side Lot or Parcel lines, a twenty-five foot (25') wide easement coincident with and parallel to the street right-of-way lines, and a twenty-five foot (25') wide easement running along the inside of the rear Lot or Parcel line, for the installation, maintenance, and operation of utilities, and for access thereto, including radio and television transmission cables, and the accessory right to locate guy wires, braces or anchors, or to cut, trim or remove trees and plantings wherever necessary upon such Lot or Parcel in connection with such installation, maintenance and operation.

10.2. Slope and Drainage. The Declarant reserved utility easements in the Original Declaration for a twenty-five foot (25') wide easement running along the inside of all Lot lines coincident with the street right-of-way lines, together with a five foot (5') easement along the inside of the side Lot lines, for the purpose of cutting, filling, drainage and maintenance of slopes and drainage courses. Declarant and its licensees reserved the right, in the Original Declaration, to cause or permit drainage of surface water over and/or through all Lots or Parcels.

10.3. Other Easements. Other easements are shown on the recorded Plats for the various sections of Ford's Colony at Williamsburg.

10.4. Use and Maintenance of Easement Areas. The easement areas on any Lot or Parcel as described above shall be maintained continuously by the Owner of such Lot or Parcel. No structures, plantings, or other material shall be placed or permitted to remain in the easement areas, and no activities shall be undertaken on the easement area that may damage or interfere with the use of said easements for the purposes set forth herein. Any improvements or facilities within such easement areas shall be maintained by the Owner, at the Owner's expense, except for those improvements or facilities for which a public authority or private utility company is responsible.

10.5. Liability for Use of Easements. No Owner shall have any claim or cause of action against the Declarant or the Association, or their licensees, arising out of the exercise or non-exercise of any easement set forth in this section or on any recorded Plat except in cases of willful or wanton misconduct.

ARTICLE XI. RETAINED PARCELS

11.1. Permitted Uses. The Declarant retained ownership of certain Parcels shown on the various recorded Plats. The Declarant shall be permitted to make such use of the retained parcels as approved by the Board, and as complementary and compatible with the terms and provisions contained herein. In the event of any transfer of retained parcels to the Association, the Association shall have the right to determine the permitted use of the retained parcel, provided, that such use is complementary and compatible with the terms and provisions herein. Such use may be commercial in nature if permitted by zoning, and approved by the Board.

ARTICLE XII. ANNEXATION

12.1. Annexation by Declarant. Declarant may from time to time and in its sole discretion annex to the Declaration any other real property owned by Declarant which is contiguous or adjacent to or in the immediate vicinity of Ford's Colony at Williamsburg, provided that such annexation does not cause the total number of Dwelling Units to exceed 3,250, and that such annexation is approved, in writing, by the Board of Directors.

12.2. Annexation by Association. The Association may submit any real property which is contiguous or adjacent to or in the immediate vicinity of Ford's Colony at Williamsburg to the provisions of the Declaration and the jurisdiction of the Association with the approval of the owner of the property to be annexed, and the affirmative vote of a majority of the eligible Owners at a meeting at which a quorum is present.

12.3. Manner of Annexation. Declarant or Association shall effect such annexation by recording a plat of the real property to be annexed and by recording a Supplemental Declaration which shall (a) describe the real property being annexed and designate the permissible uses thereof; (b) set forth any new or modified restrictions or covenants which may be applicable to such annexed property, including limited or restrictive uses of Reserved Areas; and (c) declare that such annexed property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used,

occupied, and improved subject to the provisions of the Declaration. Upon the recording of such plat and the Supplemental Declaration, the annexed area shall become part of Ford's Colony at Williamsburg as fully as if such area were part of Ford's Colony at Williamsburg on the date of recording of the Original Declaration.

12.4. Association Requirements. A Supplemental Declaration, which shall be signed and acknowledged by the President and Secretary of the Association and include a certification from the President of the Association that the approval of the Members complied with this section, shall be prepared and filed as evidence of any such addition to the Declaration.

ARTICLE XIII. ENFORCEMENT

13.1. Right to Enforce. The Association, or any other Owner shall have the right to enforce against any other Owner or the Association, by any proceeding at law or in equity, all restrictions, easements, conditions, covenants, reservations, liens, and charges now or hereafter imposed by decision of the Association or by the provisions of this Declaration or other Governing Documents. The cost incurred in taking such action and the attorney's fees incurred therein shall constitute an Individual Assessment upon the defaulting Owner's Lot and shall be collectible in the manner provided in Article V herein for the payment of Assessments.

13.2. Property Owners' Association Act. The Board shall have the power, to (i) suspend an Owner's right to use facilities or services, including utility services, provided directly through the Association for nonpayment of Assessments which are more than 60 days past due, to the extent that access to the Lot through the Common Areas is not precluded and provided that such suspension shall not endanger the health, safety, or property of any Owner, tenant, or occupant and (ii) assess charges against any Owner for any violation of the Declaration or Rules and Regulations for which the Owner or his family members, tenants, guests, or other invitees are responsible, provided, that the Board complies with the procedure set forth in Va. Code Ann. § 55-513, as amended. The Covenants Committee is designated as the tribunal for purposes of Va. Code Ann. § 55-513.

13.3. Association Action. If any Owner shall fail to keep such Owner's Lot or Parcel, or any Improvement thereon, in as good repair and condition as when initially constructed and accepted by the ECC or the ARC, as applicable, normal wear and tear excepted, and in a neat and orderly condition consistent with the Governing Documents, then the Board may, pursuant to resolution, give notice to the Owner of the condition identified, specifying generally the action to be taken to rectify that condition. If the Owner fails to take the actions specified by the Board or to otherwise rectify the condition within thirty (30) days after the date the notice is given, or such other period as may be specified in the notice should the circumstances warrant a different time period, the Board of Directors shall have the right to rectify that condition by taking such action or by causing such action to be taken as was specified in the notice. Such right shall include, without limitation, the right: (i) to mow the grass thereon; (ii) to remove any debris therefrom; (iii) to trim or prune any hedge or planting that, in the opinion of the Board of Directors, by reason of its location or height or the manner in which it has been permitted to grow, is detrimental to the enjoyment of adjoining

property or is unattractive in appearance; (iv) to clean, paint, stain, repair or replace any improvement; (v) to abate or remove any Improvement, item, or condition which violates the Governing Documents, the Rules and Regulations or the Purchaser's Handbook; and (vi) to do any and all things necessary or desirable in the opinion of the Board to place such Lot and the improvements thereon, in a neat and attractive condition consistent with the intention of this Declaration, or to address any potential safety hazard. The costs incurred in rectifying that condition shall be assessed as an Individual Assessment against such Owner's Lot or Parcel, in accordance with Article 5.8 hereof. The Owner shall reimburse the Association within thirty (30) days after receipt of a statement for such expenses from the Board. The Association shall have all rights and remedies set forth herein in the event of non-payment by the Owner.

13.4. Waiver. Failure by the Association or any Owner to enforce any provision of this Declaration or any Supplemental Declaration shall in no event be deemed a waiver of the right to do so thereafter.

13.5. Election of Remedies. All rights, remedies, and privileges granted to the Association or to any Owner pursuant to the Governing Documents or by law shall be deemed to be cumulative and the exercise of any one or more shall not be deemed an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies and privileges as may be available to such party.

ARTICLE XIV. GENERAL

14.1. Limitation of Liability. To the extent that the Association, its Board or any of its committees undertake certain voluntary functions to enhance the quality of life in Ford's Colony at Williamsburg, including, but not limited to (i) implementing plans to make Ford's Colony at Williamsburg safer or maintaining lists of those who need assistance in the event of disasters; or (ii) performing other services to enhance the safety, health and welfare of its Owners, or (iii) coordinating clubs and groups, and social functions, such undertaking(s) shall not create a duty on the Association to perform such functions and the Association, its Board, its committees, and its Members shall have no liability whatsoever in the event that it does not perform the aforesaid functions and the Association, its Board, its committees, and its Members shall have no liability whatsoever to any Owner, Mortgagee, Contractor, occupant of a Dwelling Unit, or any other party for any costs or damages, consequential or otherwise, that may be incurred or suffered.

14.2. Amendment by Owners. 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 by approval of not less than sixty-six and two-thirds percent (66-2/3%) of the Owners who are eligible to vote during the initial term and at any time thereafter. The approval of the Owners shall be evidenced by written or electronic ballot at a duly called meeting of the Association, and the recording of the amendment together with a certification signed by the principal officer of the Association and attested by the Secretary of the Association that the requisite majority of Owners approved the

amendment. Any amendment shall be effective upon recording.

14.3. Amendment by Board of Directors. This Declaration may be amended unilaterally at any time and from time to time by the Board, with notice to the Owners, (a) if such amendment is necessary to bring any provision into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; (b) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Properties; or (c) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Properties; provided, however, any such amendment shall not adversely affect the title to any Owner's Lot or Parcel unless any such Owner shall consent thereto in writing.

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