DECLARATION OF COVENANTS AND RESTRICTIONS OF
GRAYLIN WOODS SUBDIVISION

(Incorporating: Amendment #1, dated October 1, 1989 [Book 631, page 632], adding Article XII; Amendment #2, dated February 28, 1992 [Book 563, page 169], adding words to the end of Section 7, and Section 10. in Article IV; Amendment #3, dated April 5, 1996 [Book 781, page 428], adding words to the end of Section 9. in Article IV.)

This Declaration, made this 15th day of June, 1985, by Colonial Capitol Development Company – Graylin Woods, a Virginia general partnership, hereinafter called "Developer";

WITNESSETH:

The Developer is presently the owner of certain real estate in the County of James City, the Commonwealth of Virginia, to be called Graylin Woods Subdivision (hereinafter called "the Property" – shown in Appendix 'A' attached). The Developer desires to create on the Property a community of high environmental quality respecting existing natural amenities and ecologically sensitive areas.

The developer desires to provide for the preservation and enhancement of the property values, amenities and opportunities in this community and for the maintenance of the Property and improvements thereon and, to this end, desires to subject a portion of the real property presently owned by it described in Appendix "A" together with such additions as may hereafter be made to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which are for the benefit of said Property and the Owners thereof.

The Developer feels that, for the efficient preservation of the values and amenities in the subdivision, it is desirable to create an agency to which is delegated the powers of owning, maintaining and administering the Common Area, and such additional property as from time to time may be subjected to these Restrictions, administering and enforcing

the Covenants and Restrictions, and collecting and disbursing the assessments and charges hereafter created while promoting the health, safety and welfare of the residents.

The Developer has organized under the laws of the State of Virginia, Graylin Woods Community Association, Inc., as a non-profit corporation for the purpose of exercising these functions.

The Developer hereby declares that the real property described in Appendix "A" attached hereto shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property, and which shall 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 insure to the benefit of each Owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Declaration" means the covenants, conditions and restrictions set forth in this Document, as it may from time to time be amended.

Section 2. "Association" means Graylin Woods Community Association, Inc., its successors and assigns.

Section 3. "Developer" means Colonial Capitol Development Company, and its successors and assigns.

Section 4. "The Property" means all real estate described in Appendix "A".

Section 5. "Common Area" means those areas of land now or hereafter conveyed to the Community Association.

Section 6. "Living Unit" means all or any portion of one or more structure(s) situated upon the Property designed and intended for occupancy as a residence by a single family.

Section 7. "Lot" means any plot of land shown upon any recorded subdivision map of the Property.

Section 8. "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot including contract sellers and the Developer, but excluding those having an interest merely as security for the performance of an obligation.

Section 9. "Corporate Records" means the documents containing the minutes and regulations and policies adopted by the Developer and/or the Board of Directors of the Community Association as may be amended from time to time.

Section 10. "Board of Directors" means the then duly constituted Board of Directors of the Community Association.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION ADDITIONAL THERETO

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in James City County, Virginia, and is more particularly described in Appendix "A".

Section 2. Additions to Existing Property. The Developer may add property contiguous to the subject property at a later date. Added properties may become subject to this Declaration in the following manner:

(a) Additions by the Developer. The Developer, its successors and assigns, shall have the right to bring within the scope of this Declaration additional properties adjacent to or contiguous with the subject property at a later time as it becomes available as determined by the Developer.

(b) Other Additions. These restrictive covenants may be extended to additional property upon the execution of and recordation of a recordable document by the Developer to subject additional property to these covenants.

ARTICLE III
ARCHITECTURAL CONTROL

Section 1. An Architectural Control and Building Committee, consisting of three or more persons, shall be appointed by the Developer. At such time as the Developer's membership expires, the Architectural Control and Building committee shall be appointed by the Board of Directors of the Graylin Woods Community Association. The Developer shall retain the right to function as the Architectural Control and Building Committee until such time as construction is started on sixty percent (60%) of the Lots in the development.

Section 2. Purpose. The Graylin Woods Community Association Architectural Control and Building Committee shall regulate the external design, appearance, use, location and maintenance of the Property and of improvements thereon in such a manner as to preserve and enhance values, to maintain a harmonious relationship among structures and the natural vegetation and topography, and to conserve existing natural amenities, ecologically sensitive areas and important historic elements.

The Architectural Control and Building Committee shall follow the general guidelines which are attached (Appendix "B"), but shall have full, absolute, and complete subjective discretion to approve or disapprove proposed buildings and improvements on any Lot(s).

Section 3. Conditions. No improvements, alterations, repairs, change of paint colors, excavations, changes in grade or other work which in any way alters the exterior of any property, or the improvements located thereon, from its natural or improved state existing on the date such property was first conveyed in fee simple by the Developer to an Owner, shall be made or done without the prior approval of the Architectural Control and Building Committee, except as otherwise expressly provided in his Declaration.

Section 4. Procedures. In the event the Architectural Control and Building Committee 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. The applicant may appeal an adverse Architectural Control and Building Committee decision to the Board of Directors, who may reverse or modify such decision by a two-thirds (2/3) vote of the Directors.

ARTICLE IV
USE OF PROPERTY

Section 1. Protective Covenants. All Lots shall be known and described as residential lots and shall be designated for single-family residential use. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached dwelling not to exceed two and one-half stories in height (excluding basement) and a private garage for not more than three (3) cars and such other outbuildings as may be approved by the Architectural Control and Building Committee. Colonial Capital Development Company and/or its agent shall be privileged to use any building or any Lot as a model house or office so long as no more than one such Lot is so used at any time.

Section 2. Restriction on Further Subdivision. No Lot shall be further subdivided or separated into smaller lots by any Owner other than the Developer without consent of the Developer, and no portion less than all of any such Lot shall be conveyed or transferred by an Owner other than the Developer provided, however, that this shall not prohibit deeds of corrections, deeds to resolve boundary line disputes, and similar corrective instruments.

Section 3. Minimum Dwelling Size. The ground floor area of any dwelling permitted on any Lot, exclusive of porches and garages, shall be not less than fifteen hundred (1500) square feet for a one-story building, nor less than twelve hundred (1200) square feet for a one and one-half story, two-story, or two and one-half story building.

Section 4. Approval of Building Plans. No building or other improvement shall be erected, placed or altered on any Lot until construction plans and specifications (nature, kind, shape, height, color, materials) and a plat showing the location of the structure have been submitted in writing to and approved by the Architectural Control and Building Committee. Consideration will be given to external design and materials, harmony of external design with existing structures, and as to location on the Lot. No fence or wall shall be erected, placed or altered on said Lot unless similarly approved.

Section 5. External Fixtures. No Owner, resident, or lessee shall install wiring for electrical or telephone installation, radio, or television antennae, machines or air conditioning units, etc., on the exterior or any building or structure or in a way that

causes same to protrude through the walls or the roof of any building except as authorized by the Developer or the Architectural Control and Building Committee.

Section 6. Specifications.

(a) No residence, outbuilding or garage shall be erected with any type of exterior wall finish other than brick, wood siding, wood shingles or natural stone, or other materials approved by the Architectural Control and Building Committee. No foundation or basement facing shall be of any material other than brick or natural stone, or other material approved by the Architectural Control and Building Committee. All wood siding so required shall be solid, except that a laminated material such as plywood may be used on exterior ceilings or porches or overhang soffits, and any other suitable lasting material may be used on porch ceilings or overhang soffits. (Other exterior facing materials may be used only upon specific written approval, prior to construction, from the Developer or the Architectural Control and Building Committee.) A sample of the exterior finish material shall be submitted to the Developer or Architectural Control and Building Committee for approval prior to construction.

(b) No dwelling having a flat roof shall be constructed upon any Lot.

(c) 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.

(d) In order to safeguard the natural beauty of the area, in the clearing of any and all said Lots, prior to, during or after construction, no debris, including trees, underbrush, etc., shall be burned on any of said Lots but shall be hauled away for burning or destruction elsewhere.

Section 7. Parking. No dwelling shall be permitted to be erected on any of said Lots unless adequate provision for off-street parking for at least three (3) vehicles be provided upon such Lot. No parking shall be allowed in cul-de-sacs. (Amendment 2) No motor vehicle may be parked on the streets of the property on a regular and continuous basis. Failure to comply with this covenant and restriction shall result in the Board of Directors providing written notice of the violation to the Owners. If the

violation continues thirty days after the date of the written notice, the Owners may be assessed $25.00 per day until the owners comply with these covenants or the Board may decide to have the vehicle removed at Owners' expense. Such assessment shall be deemed an addition to the Annual Assessment or any Special Assessment and may be collected as provided for in Article VII, Covenant for Maintenance Assessments, Section 6. Should any Owner desire to park more than four (4) motor vehicles on the driveway of a lot, an exception to this section may be granted for good cause shown, provided, however, that no exceptions may be granted which would permit parking on the streets of the property.

Section 8. Temporary Structures. 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. No trailer, tent, shack, or other temporary structure shall be permitted at any time on any Lot, except contractors' buildings or trailers, during construction of a permanent residence or roads, water and sewer lines.

Nor shall any school bus, or any truck over ¾ ton rating be stored, parked or kept on any Lot for more than eight (8) hours. Any boat, boat trailer, camper, or camping trailer or other mobile living or recreational vehicle shall be appropriately screened from view from any street or road on which any Lots front, and such units shall not be used as living quarters while so stored or parked.

Inoperative or unlicensed cars, trucks, or other vehicles shall not be parked or stored on streets, or Lots.

Section 9. Signs. No sign or poster of any kind shall be displayed to the public view on any of the properties, except contractors' signs during construction period and one professional real estate sign of not more than six (6) square feet, advertising a Lot, and any dwelling constructed thereon, for sale or for rent. One sign not exceeding one (1) square foot displaying the name of the owner of the property shall be permitted on any of said Lots; unless specifically approved by the Developer or Board of Directors of the Association.

(Amendment 3) Except that:

For thirty days prior to an election, residents may display on their property, not more than two printed signs (not hand drawn), of a size of not more than 22 inches by 28 inches, which endorse candidates or ballot issues of their choice to be voted upon in the specific, next, upcoming election. If such signs are displayed sooner than 30 days prior to the election, they will be removed by action of the Board of Directors.

For forty eight hours prior to the end of their yard sale, residents may post, on their property and at the entrance to Graylin Woods, signs notifying the public of that sale. If signs are left up after the completion of the sale they will be removed by action of the Board of Directors.

Signs of approximately one square foot, advising of the presence of a home alarm system, may be displayed by residents on their property.

No signs other than those specifically authorized herein can be displayed without obtaining the written approval of the Board of Directors.

Section 10. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except dogs, cats, and other household pets, provided they are not kept, bred, or maintained for any commercial purposes and provided that they do not become a nuisance to other Owners or occupants. The Board of Directors shall determine whether or not an animal is or has become a nuisance under the terms of these restrictive covenants. No permitted animals shall be allowed outside of a dwelling unless under the Owner's control. Dogs and cats shall not run free within the community and in no event shall they be allowed to constitute a hazard or nuisance to residents of the area. No pet shall in any way interfere with the full access of residents to the use of public rights of way (i.e. while walking, jogging, bike riding, etc.)

Any resident whose animal is found to be in violation of the above shall be notified in writing by the Developer or the Association that this animal constitutes a nuisance within the community and shall be given thirty (30) ays to have such an animal removed (or other solution acceptable to the Developer or the Association). Any resident found to be in violation of the above after the thirty (30) days notice has elapsed shall be penalized at the rate of ONE HUNDRED DOLLARS ($100.00) per day until such time as the directions of the Developer or the Association have been carried out. It is also covenanted and agreed by all parties that the cost of prosecution, any court costs, civil or

criminal, etc., shall be paid by the owner of the animal in question. All funds derived from the above shall inure to the benefit of the Association.

(Amendment 2) No horse is permitted on the property, shown on Exhibit 'A', including the common areas, hiking and jogging trails. Any Graylin Woods resident, Owner or invitee found to be in violation of this section shall be given notice by the Board of Directors of the violation. If a violation occurs a subsequent time, the Owner shall be assessed $50.00. Such assessment shall be deemed an addition to the Annual Assessment or any Special Assessment and may be collected as provided for in Article VII, Covenant for Maintenance Assessments, Section 6.

Section 11. Nuisances. No nuisance shall be permitted to exist or operate upon any property so as to be detrimental to any other property in the vicinity thereof or to its occupants. This specifically relates to motorcycles and similar devices which disrupt the peace and tranquility of the community. Any resident found to be in violation of the above shall be notified in writing by the Developer or the Association and shall be given thirty (30) days to dispose of the offending nuisance or present a plan to modify same to the satisfaction of the Developer or the Association. Any resident found to be4 in violation of the above after the thirty (30) days' notice has elapsed shall be penalized at the rate of ONE HUNDRED DOLLARS ($100.00) per day until such time as the directions of the Developer or the Association have been carried out. It is also covenanted and agreed by all parties that the cost of prosecution, any court costs, etc., shall be paid by the Owner of the nuisance in question. All funds derived from the above shall inure to the benefit of the Association.

Section 12. Leasing. The Owners of any Lots shall not rent or lease for transient or hotel purposes; however, the Owners of the respective Lots shall have the absolute right to lease same to members of one family related by blood or marriage, provided that said lease is made subject to the covenants and restrictions contained in this Declaration.

ARTICLE V

MAINTENANCE OF PROPERTY

Section 1. General Maintenance. Each Owner shall keep all Lots owned by him and all frontage extending from the Lot lines to the edge of the pavement and all improvements therein or thereon free of debris and in good order and repair, including, but not limited to the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the paint (or other appropriate external care) of all buildings and other improvements, excluding repair or replacement of paved swales, 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 Graylin Woods residents. In the event an Owner of any Lot shall fail to maintain the premises and the improvements situated thereon as provided herein, the Association, after notice to Owner as provided in the Corporate records shall have the right to enter such notice. All costs related to such correction, repair or restoration may become a Special Assessment upon such Lot in the discretion of the Board of Directors, which shall notify the Owner of such Lot in writing in the event of the imposition of any such Special Assessment by the Board of Directors.

Section 2. Refuse. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary and closed containers, and all incinerators or other containers shall be appropriately screened from view from any street or road on which any Lots front. All oil tanks or fuel tanks shall be similarly screened. The Architectural Control and Building Committee shall approve said screening prior to construction.

Section 3. Lines. No clothesline or laundry drying area shall be situated on any Lot which permit an open view of such clothesline or laundry drying area from any street or road on which any Lots front.

Section 4. Fencing. No fences higher than four (4) feet in height shall be erected on any Lot, except that this restriction shall not apply to any fence built to enclose a patio immediately adjacent to any dwelling. No fencing is the most desirable recommendation for each Lot. The use of natural or planted shrubbery for any fencing or screening is recommended. Any and all fencing should be as inconspicuous as possible. Chain-link or other wire type fence will not be approved except for very limited inconspicuous

usage. All fencing (other than natural or planted shrubbery) must be approved in advance by the Architectural Control and Building Committee or the Developer.

Section 5. Swimming Pools. Swimming pools should be of moderate size and not disrupt the natural grade of the land. They should have appropriate fencing with planted screening shrubbery. No out-of-ground pools shall be permitted.

Section 6. Trees. It is recommended that as many as possible of the natural trees be left on the Lot so as to maintain the wooded appearance of the community. Clearing of greater than fifty percent (50%) of the trees on any Lot shall require the prior written approval of the Architectural Control and Building Committee or the Developer.

ARTICLE VI
COMMON AREA

Section 1. Description. The Common Area shall consist of (A) an area at the entrance way to the community containing a sign(s) bearing the name of the community and adjacent landscaping; (B) a five (5) acre, more or less, Community Use and Environmental Protection Area, and associated hiking trails and equipment; (C) hiking/jogging trails along designated easements connecting with the Environmental Protection Area. The Association shall be responsible for maintenance and for the exclusive management and control of the Common Area and all improvements thereon and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

Section 2. Title to Common Area. The Developer may retain the legal title to the Common Area or portion thereof until such time as it has completed improvements thereon, but notwithstanding any provision herein, the Developer hereby covenants that it shall convey the Common Area to the Association, free and clear of all liens and financial encumbrances, not later than five (5) years from the date such Common Area or portion thereof is subjected to this Declaration. Members and Owners shall have all the rights and obligations imposed by the Declaration with respect to portions of the Common Area from and after the time such portions of the Common Area are subjected to this Declaration, except that prior to such conveyance the Association shall be liable for payment of taxes, insurance, and maintenance costs with respect thereto.

Section 3. Damage or Destruction of Common Area. If any Common Area is damaged or destroyed by an Owner, his tenants or any or his or their guests, licensees, agents or members of his or their family, the Owner does hereby authorize the Association to repair such damaged area. The Association shall repair the damaged area in a good workmanlike manner in conformance with the original plans and specifications of the Area involved or as the Area may have been modified or altered subsequently by the Association in the discretion of the Association. The costs of such repairs shall become a Special Assessment upon the Lot of the Owner who caused the damage either personally, by a family member, tenant, agent or invitee of the Lot Owner.

ARTICLE VII
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer hereby covenants, and each Owner of a Lot by acceptance of a deed, whether or not it is expressed in such deed, is deemed to covenant and agree to pay the Association the following: (1) Annual Assessments, (2) Special Assessments, and (3) Initial Assessment.

All such assessments, together with interest thereon and costs of collection as hereafter provided, shall be a charge on the Lot and shall be a continuing lien on the Lot against which each assessment is made. Each such assessment together with interest thereon and costs of collection, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. No Owner may waive or otherwise avoid liability for the assessment. The liens created by this covenant shall be subordinate to the lien of any deed of trust.

Section 2. Annual Assessment.

(a) Purpose of Assessment. The Annual Assessment levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents of the Property and, in particular, to maintain and operate the Common Area and facilities (including keeping the streets and roads leading to and within the subdivision free of litter). Also, the Community Association

may contract for other services which are for the general welfare and benefit of the community.

(b) Basis for Assessment.

(1) Lots. Each Lot upon which there may be erected a living unit shall be assessed at a uniform rate as established by the Board of Directors or the Developer. All other Lots which may have been conveyed to an Owner rather than the Developer shall be assessed at the same uniform rate.

(2) Developer-Owned Property. The Developer shall not be obligated to pay an annual assessment on Lots it owns upon which no living unit certified for occupancy has been erected.

(3) Maximum Annual Assessment. The Developer or the Board of Directors shall set the maximum annual assessment rate.

(4) Method of Assessment. A vote of a majority of the Board of Directors or the Developer shall set the amount of the Annual Assessments, which amount shall be sufficient to meet the obligation imposed by this Declaration and all other obligations created or assumed by the Association with respect to the Property. The Board of Directors or the Developer shall also set the date(s) such amounts shall become due.

Section 3. Special Assessment. In addition to the Annual Assessments and the Special Assessments provided for in Articles V and VI, the Association may levy in any year a Special Assessment applicable to that year and not more than the next five (5) succeeding years for the purpose of defraying, in whole or in part, the cost of any construction, repair, or replacement of a capital improvement upon the Common Area, including related equipment and fixtures. The Special Assessment shall not exceed ONE HUNDRED DOLLARS ($100.00) a year.

Section 4. Date of Commencement of Annual Assessments. The Annual Assessments shall commence on the first day of the month following conveyance of the

Developer. The Initial Annual Assessment on any Lot shall be adjusted according to the number of whole months remaining in the fiscal year.

Section 5. Initial Assessment.

(a) The Developer or Board of Directors of the Association may by majority vote establish an Initial Assessment to be set and collected at settlement from each Purchaser of a Lot from the Developer.

(b) The Purpose of the Initial Assessment shall be to establish an initial fund for use by the Association in discharging its obligations with respect to the Property. The Initial Assessment shall not exceed FIFTY DOLLARS ($50.00)

(c) Any Initial Assessment so established shall be in addition to, and not in lieu of, any other assessment established herein.

(d) (amendment Feb. 15, 2001) The Initial Assessment is hereby raised to ONE HUNDRED DOLLARS ($100.00)

Section 6. Effect of Nonpayment of Assessments, Remedies of Association. Any assessment not paid within thirty (30) days after the due date may, upon a resolution of the Board of Directors, bear interest from the due date at the maximum contract interest rate provided by law. The lien of the assessments, whether or not notice has been recorded as hereafter provided, may be foreclosed by a bill in equity in the same manner as provided for the foreclosure of mechanics' liens, and liens of similar nature. A statement from the Association showing the balance due on any assessment shall be prima facie proof of the current assessment balance and delinquency, if any, due on a particular Lot. The Association may bring an action at law against any Owner personally obligated to pay the same, either in the first instance or for deficiency following foreclosure, and interest and costs of any such action (including reasonable attorney's fees) shall be added to the amount of such assessment.

Section 7. Lien for Payment of Assessments and Subordination of Lien to First and Second Deeds of Trust. There shall be a continuing lien upon each of the individual Lots in order to secure the payment of any of the assessments, but such lien shall be at all times subject and subordinate to any first and second deeds of trust placed on the

property at any time; except that, at such time as the Association records a notice of delinquency as to any particular Lot in the Clerk's Office of the Circuit Court for the County of James City on a form prescribed by the Board of Directors, then, from the time of recordation of such notice, the lien of such delinquent assessments in the amount stated in such notice shall from that time become a lien prior to any first or second deeds of trust recorded subsequent to the date of recording of the notice in the same manner as the lien of a docketed judgment in the State of Virginia. Sale or transfer of any Lot shall not affect any such lien.

Section 8. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments and liens created herein: (1) all properties dedicated and accepted by a public authority and devoted to public use; (2) the Common Area; (3) all properties exempted from taxation by state and local governments upon the terms and to the extent of such legal exemption; (4) all Developer-Owned property upon which no living unit certified for occupancy has been erected.

Section 9. Annual Budget. The Developer or the Board of Directors shall adopt an annual budget for the subsequent fiscal year, which shall provide for allocation of expenses in such manner that the obligations imposed by the Declaration will be met.

ARTICLE VIII
UTILITY AND DRAINAGE EASEMENTS

The Developer reserves until itself, its successors and assigns, a perpetual, alienable easement and right of way (1) 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 and under the rear ten (10) feet of each Lot and such other areas as may be designated for such purposes on appropriately recorded plats of subdivision, and (2) 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 and under the rear ten (10) feet of each Lot

and five (5) feet along both sides of each Lot, and such other areas as may be designated for such purposes on appropriately recorded plats of subdivision. The easements provided in this Section (1) and (2) 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. All wires, cables, conduit, sewers, pipes, and water mains shall be installed underground.

ARTICLE IX
LANDSCAPE PROTECTION ZONES AND SCENIC EASEMENTS

It is the intent of the Developer to establish Landscape Protection Zones to be designated on plats hereafter filed for record in the Office of the Clerk of James City County. The Architectural Control and Building Committee shall establish restrictions for the use of areas so designated, and scenic easements in order to protect natural streams and water supplies, to maintain and enhance the conservation of soils, wetlands, beaches, tidal marshlands, wildlife, game and migratory birds, enhance the value of abutting and neighboring forests, wildlife preserves, natural reservations or sanctuaries or other open areas and open spaces. The Developer hereby reserves the right of access upon such designated areas for the establishment and maintenance of improvements thereto.

ARTICLE X
HISTORICAL ARTIFACTS

The Developer hereby retains ownership rights to any historical artifacts discovered on or in any portion of the Property. In the event such artifacts are discovered, before such artifacts shall be disturbed or removed, notice shall be given to

the Developer, and the Owner shall cooperate fully with the Developer to allow such artifacts to be removed.

ARTICLE XI
GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a term of fifty (50) years from the date this Declaration is recorded.

Section 2. Amendment. This Declaration may be amended at any time by an instrument of record after the written consent thereto by not less than seventy-five percent (75%) of the Owners and the Developer have been obtained.

Section 3. Enforcement. The Association, any Owner, or the Developer shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration and of Supplementary Declarations. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 5. Limitations. As long as the Developer is likewise an Owner, the Association may not use its resources, nor take a public position in opposition to the Graylin Woods development plan or to changes thereto proposed by the Developer without the written consent of the Developer. Nothing in this section shall be construed to limit the rights of the members acting as individuals or in affiliation with other members or groups.

Section 6. Release of Negative Reciprocal Easements. All owners acknowledge that the Developer owns real estate in James City County, Virginia, which may in some areas be contiguous to the Property. No real estate shall be included within the scheme of this Declaration, however, except the Property and any additional properties added

pursuant to Article II, Section 2, hereof as and when such properties are added. Each Owner, by his acceptance of this Declaration or the deed to his Lot, waives any right and interest he may have (1) in and to real estate not covered by this Declaration and (2) to the enforcement of all or any portion of this Declaration, any Supplemental Declaration, and the Corporate records against any such real estate.

ARTICLE XII
(Amendment 4, dated October 1, 1997)
SUPPLEMENTAL PROVISIONS

Section 1. Satellite Dishes. No owner, resident or lessee shall install wiring or other apparatus for the installation or use of any type of television satellite dish or other satellite reception equipment employing a satellite dish in excess of one meter in diameter (antennas and satellite dishes include any style of television or communications antennae or dish type appliance [collectively dishes]).

(a) Application Requirements. The following information must be submitted as an application to the Architectural Control and Building Committee before installation of a one meter diameter or smaller satellite dish:
    (1) A site plan showing the location of the dwelling on the Lot, the proposed location of the dish, and the proposed screening and/or shrubbery (including size of plant material). Also the relationship of the proposed dish to existing structures and property lines (adjacent lots and dwellings) should be noted.
    (2) A description of the components of the system and the sizes of all components.
(b) The Architectural Control and Building Committee shall respond to applications within seven to ten days of receipt.
(c) The following guidance with respect to satellite dishes is considered pertinent: Dishes shall be painted in a fashion that will not interfere with reception but will cause them to blend into the background against which they may be mounted. Dishes, and any mounting required, shall be reasonably screened

from view from any other lot and from any public road. Dishes should be located to the extent reasonable, on the rear portion of the roof or chimney, in the rear of any dwelling, or in the rear portion of the lot. If such preferred locations preclude an acceptable quality of reception, the lot owner shall provide independent documentation to support such preclusion as part of the application. (End amendment 4)

Section 2. Non-Masonry Chimneys. No material shall be used for the construction of chimneys other than masonry-type materials.

Section 3. Scenic Easement. All lots that are adjacent to or border State Route 5 shall have a seventy-five (75) foot Scenic Easement located along that side of each Lot that borders State Route 5 as shown on the plat of subdivision recorded in Plat Book 41, page 76, and Plat Book 42, page 56. Owners of those lots shall maintain the greenery therein and shall not cut any trees or shrubs within said easement. Additional plantings, however, shall be allowed and encouraged. No structures of any kind shall be erected within said Scenic Easement.

Section 4. Hiking and Jogging Trails. Designated Hiking and Jogging Trails, either existing or those created subsequent hereto, are hereby expressly reserved for pedestrian use only and no motor vehicles of any kind shall be operated on said Trails.

Section 5. Hunting and Firearms. No hunting of any kind shall be allowed in the subdivision. The use or discharge of firearms, including BB guns and pellet guns, is prohibited in subdivisions by state and local laws.

Section 6. Skateboard Ramps. The construction, possession or use of skateboard ramps by Lot Owners or the Developer is prohibited on all individual Lots and all Common Areas.

AMENDMENTS OR CHANGES TO
ARCHITECTURAL CONTROL AND BUILDING COMMITTEE GUIDELINES
Date of Change: October 1, 1989
Design and Construction Guidelines

One-story or ranch-style homes shall have a minimum of eighteen hundred (1,800) square feet, exclusive of garage and porches. Two-story homes shall have a minimum of twenty-two hundred (2,200) square feet, exclusive of garage and porches.

This Supplemental Declaration may be executed in one or more counterparts by the parties hereto. Each such counterpart shall be construed as a part of the same Supplemental Declaration and shall bind all persons signing it as if they had signed the original Supplemental Declaration. (End of Amendment 1)

Vinyl Siding Specifications
Date of Change: December 1, 2003

The Architectural Control and Building Committee of Graylin Woods has approved the use of two (2) specific types of vinyl siding for this subdivision.

The approved siding that is preferred is manufactured by "Wolverine."
Series: "Destinations Vinyl"
Style: "Carolina Beaded" (beveled lap with Colonial beaded edge, 6" exposure
Finish: Smooth (NOT wood grain), plain matte (NO gloss)
Thickness: 0.044" minimum

The second approved vinyl siding is manufactured by "Nailite."
Style: "Rough Sawn Cedar"
Finish: Rough Sawn Wood
Thickness: 0.090" minimum
This siding can be approved for limited applications where a rough exterior texture is appropriate for the style of the building and is compatible with surrounding structures.

Both of the approved vinyl sidings have a lifetime warranty.

Installation must be done by an installer who has had significant experience with vinyl siding and who has an established reputation for high quality work. The installer must follow precisely the installation handbook supplied by the manufacturer.

All trim work must be done in wood, in a compatible color.

All other building requirements for this subdivision (as specified in the Covenants and Restrictions), including submission of building materials, colors, etc., must be followed.

Note:

For homes of a contemporary design, the Committee will consider a vinyl product in an 8" exposure if this is more compatible with the style of the house.

ROOFING SHINGLES FOR REPLACEMENT ROOFING

Date of change: April 12, 2007

Only good quality architectural shingles with a minimum of a 30-year warranty will be approved for homeowners wishing to replace their roofs. Homeowners repairing roofs originally surfaced with flat or 3-tab shingles will still be allowed to use the original quality; however, when they replace their roofs, they will be required to use the higher quality shingles.

IN WITNESS WHEREOF, COLONIAL CAPITOL DEVELOPMENT COMPANY-Graylin Woods has caused its name to be signed and attested by its duly authorized officer, all as of the day and year first above written.

COLONIAL CAPITOL DEVELOPMENT COMPANY – GRAYLIN WOODS

By _____(Signed)_____

Legal Counsel for Colonial Capitol Development Company

Notary Public