

070704

**FIRST AMENDMENT TO DECLARATION OF  
COVENANTS AND RESTRICTIONS**

THIS AMENDMENT, made this 11<sup>th</sup> day of November, 2006 is made by C. LEWIS CASEY, CARLTON D. CASEY and ROBERT T. CASEY, (hereinafter referred to collectively as "Casey") and the various undersigned representatives of LONGHILL WOODS COMMUNITY COMPANY, (hereinafter "Declarant"), a Virginia non-profit corporation, as defined in the said Declaration herein amended, in an amount necessary to effect this Amendment under the provisions of Article VII, Section 2. This Amendment shall be recorded at the Clerk's Office of the Circuit Court of the City of Williamsburg and the County of James City.

WHEREAS, there has previously been recorded a Declaration of Covenants, Conditions and Restrictions of Longhill Woods Community Company (the "Declaration") in Decd Book 71, Page 11 in the Clerk's Office aforesaid, and

WHEREAS, it is the intent of all the signatories hereto to amend the said Declaration in such a way that this Amendment shall be effective under the said Declaration, which requires sixty percent (60%) of the Owners to execute this document in accordance with the provisions of Article VII, Section 2 of the said Declaration.

ACCORDINGLY, Casey and the Declarant hereby agree that the said Declaration shall be amended in the following particulars, with the understanding that these amendatory changes shall not be retroactive behind the date of their execution and recordation.

1. Article VII, Section 2 shall be amended, modified, and restated to delete the requirement for Casey's approval for changes to the Declaration of Covenants and Restrictions. Article VII, Section 2 shall now read as follows:

Section 2. Amendment. The Declaration may be amended at any time by an instrument of record after the written consent thereto by not less than sixty percent (60%) of the Owners shall have been obtained.

2. Article V, Section 2 shall be amended, modified, and restated to clarify the requirements and intent of the single family residence. Article V, Section 2 shall now read as follows:

Section 2. Use of Residence. It is the intention of the Owners that the neighborhood known as Longhill Woods be a family neighborhood. For the purpose of maintaining the character of the neighborhood as a family neighborhood, the following restrictions are placed on use and occupancy:

(a) No owner shall occupy or use any unit(s) constructed on a Lot ("Residence") or permit the same or any part thereof to be occupied or used, for any purpose other than a private single-family residence for the Owner and the Owner's family.

(b) Renting. Notwithstanding the limitation on occupancy and use contained in paragraph (a) of this Section 2, an Owner may lease his Residence but only if the lessee will use and occupy the Residence as a private single-family residence for the lessee and the lessee's family. The leasing of any part of a Residence to persons not related by blood, legal adoption or legal marriage is expressly prohibited.

© Guests. Notwithstanding the limitations on occupancy and use contained in paragraphs (a) and (b) of this Section 2, an Owner or lessee may permit guests to stay in a Residence, even though the guests are not related to the Owner or lessee by blood, legal adoption or lawful marriage provided:

- (1) the occupancy by the guests is temporary; and
- (2) the guests occupy the Residence solely at the pleasure of the Owner or the lessee; and
- (3) other than contributing minor amounts deemed customary for guests, the guests pay no amounts to the Owner or the lessee for their stay.

(4) For the purposes of subparagraph (c)(1) of this Section 2, a stay is deemed "temporary" if it is for a period of 45 days or less. Stays over 45 days that otherwise meet the requirements of subparagraphs (c)(2) and (c)(3) are permitted only if approved in writing by the Board of the Longhill Woods Community Company, such approval to be at the total discretion of the Board.

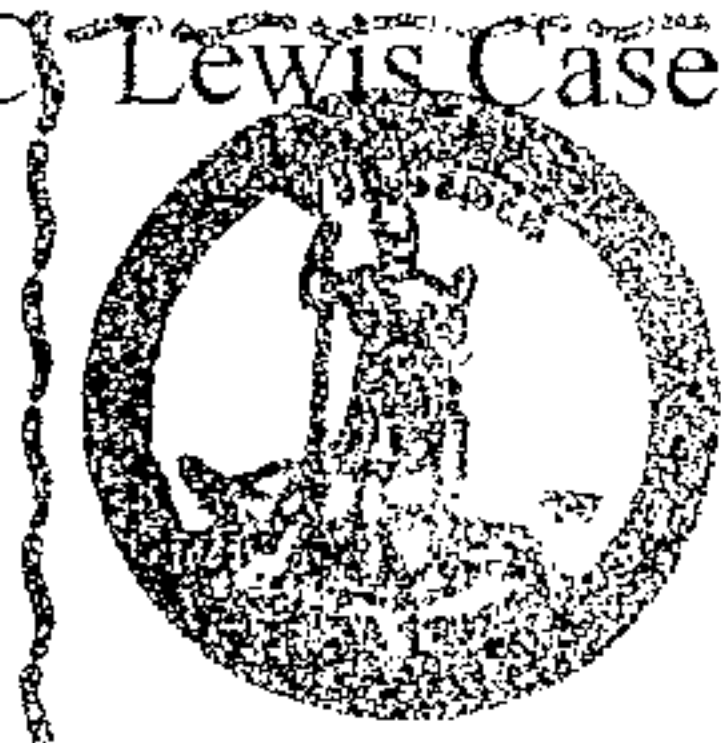
(d) For the purposes of these Covenants, the terms "single family" and "family" are defined to mean only persons related by blood, legal adoption, lawful marriage, and their servants.

WITNESS the following signatures and seals:

BY: C. Lewis Casey  
C. Lewis Casey

STATE OF VIRGINIA  
CITY/COUNTY OF Henrico, to-wit:

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of ~~November, 2006~~, by C. Lewis Casey.  
January, 2007



OFFICIAL SEAL  
NOTARY PUBLIC - COMMONWEALTH OF VIRGINIA  
MATTHEW L. BOTT  
COUNTY OF HENRICO  
My Commission Expires July 31, 2010  
Notary Public

My Commission Expires: July 31 2010

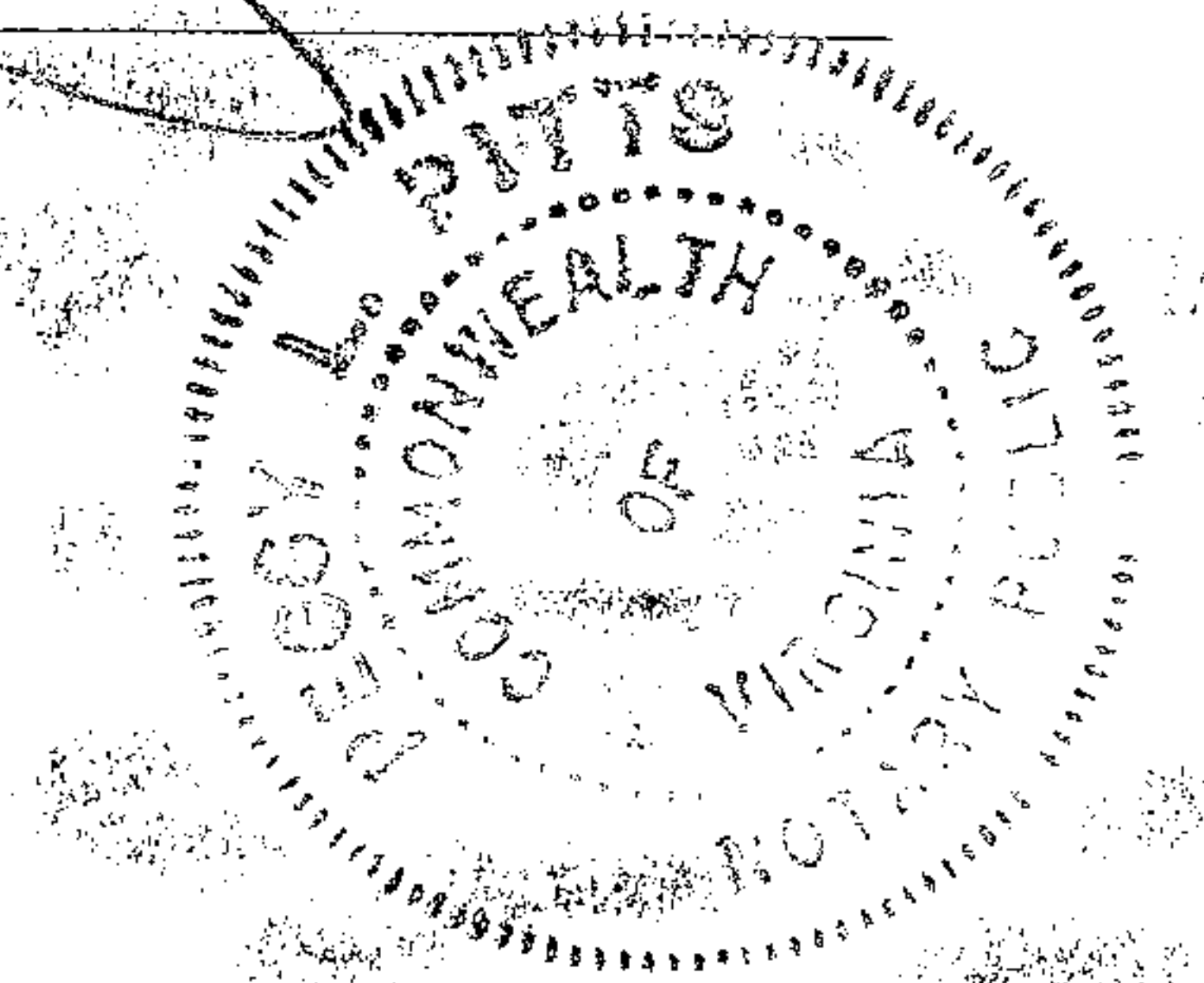
BY: Carlton D. Casey  
Carlton D. Casey

STATE OF VIRGINIA  
CITY/COUNTY OF James City, to-wit:

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of ~~November, 2006~~, by Carlton D. Casey.  
January, 2007.

[Signature]  
Notary Public

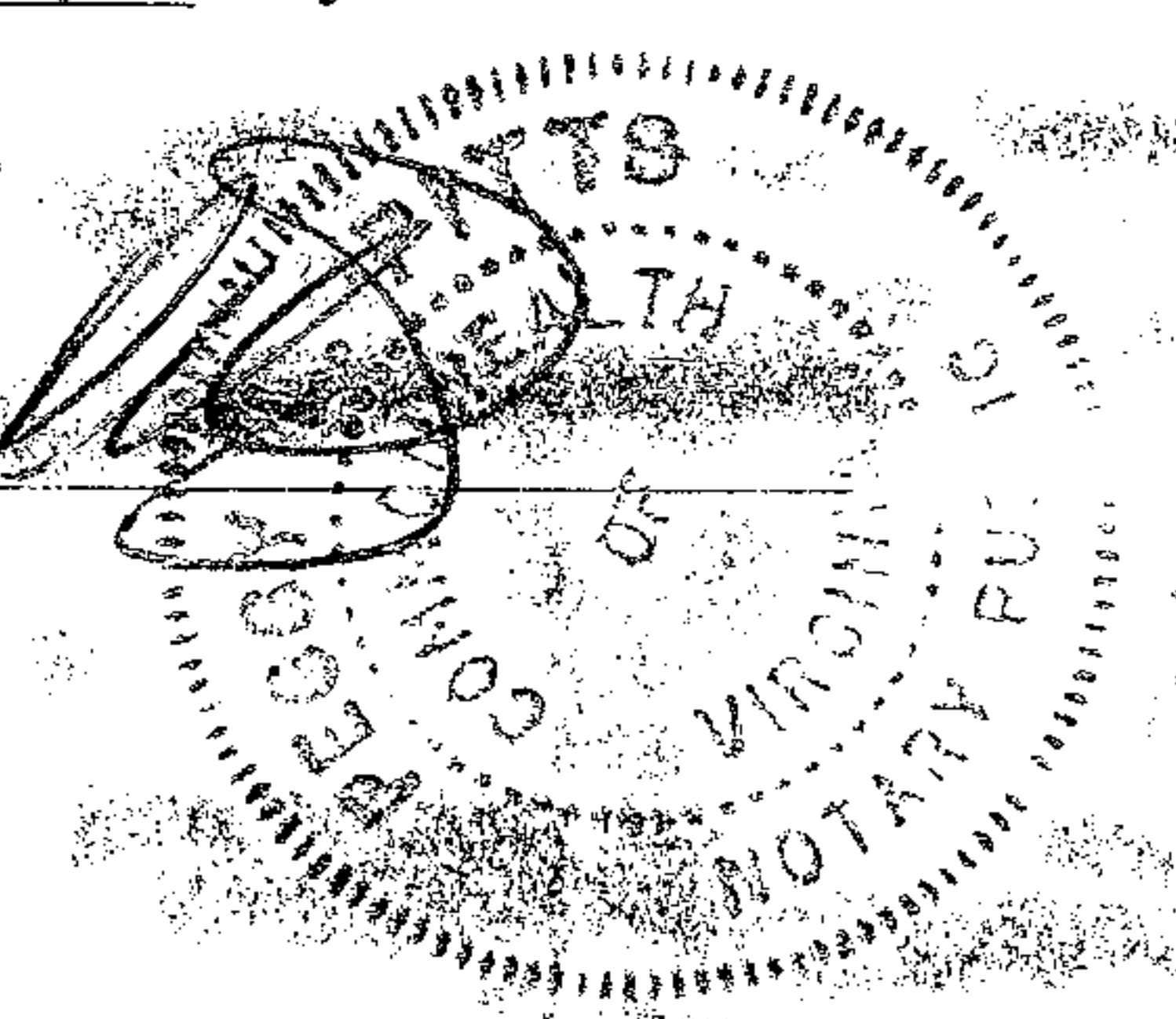
My Commission Expires: 12/31/09



BY: Robert T. Casey  
Robert T. Casey

STATE OF VIRGINIA  
CITY/COUNTY OF James City, to-wit:

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of ~~September, 2006~~, by Robert T. Casey.  
January, 2007

[Signature]  
Notary Public  


My Commission Expires: 12/31/09

~~LONGHILL WOODS COMMUNITY COMPANY,  
a Virginia non-profit company,~~

~~BY: \_\_\_\_\_  
Benjamin T. Watson, President~~

~~STATE OF VIRGINIA  
CITY/COUNTY OF JAMES CITY, to-wit:~~

~~The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of  
November, 2006, by Benjamin T. Watson, President of Longhill Woods Community  
Company.~~

~~\_\_\_\_\_  
Notary Public~~

~~My Commission Expires: \_\_\_\_\_~~

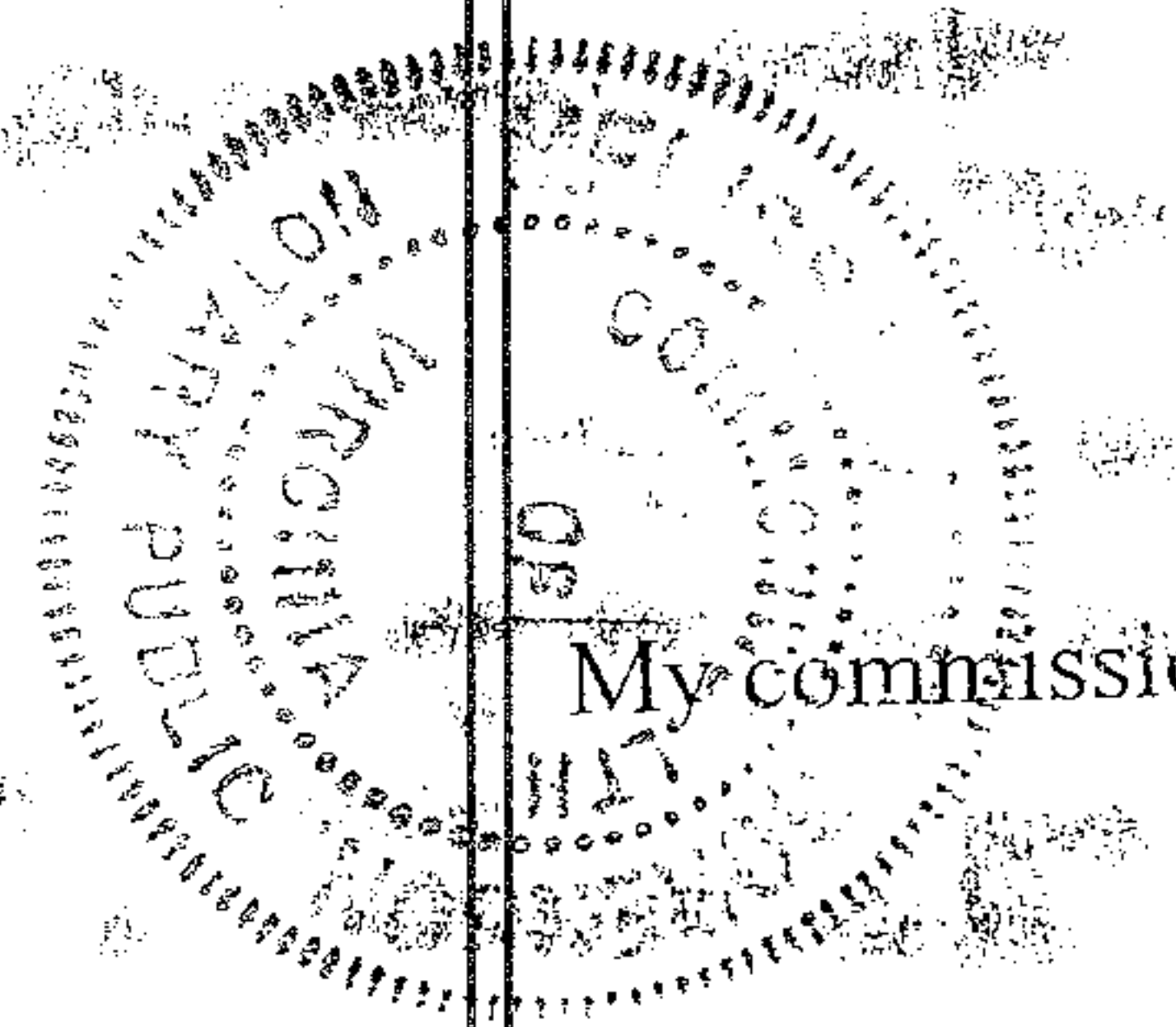
LONGHILL WOODS COMMUNITY  
COMPANY, A Virginia non-profit company

BY Thomas C. Bresnan  
Thomas C. Bresnan, President

COMMONWEALTH OF VIRGINIA  
COUNTY OF JAMES CITY, to-wit:

The foregoing instrument was acknowledged before me on January 29, 2007 by  
Thomas C. Bresnan, President of Longhill Wood Community Company.

Melissa Scenson  
Notary Public



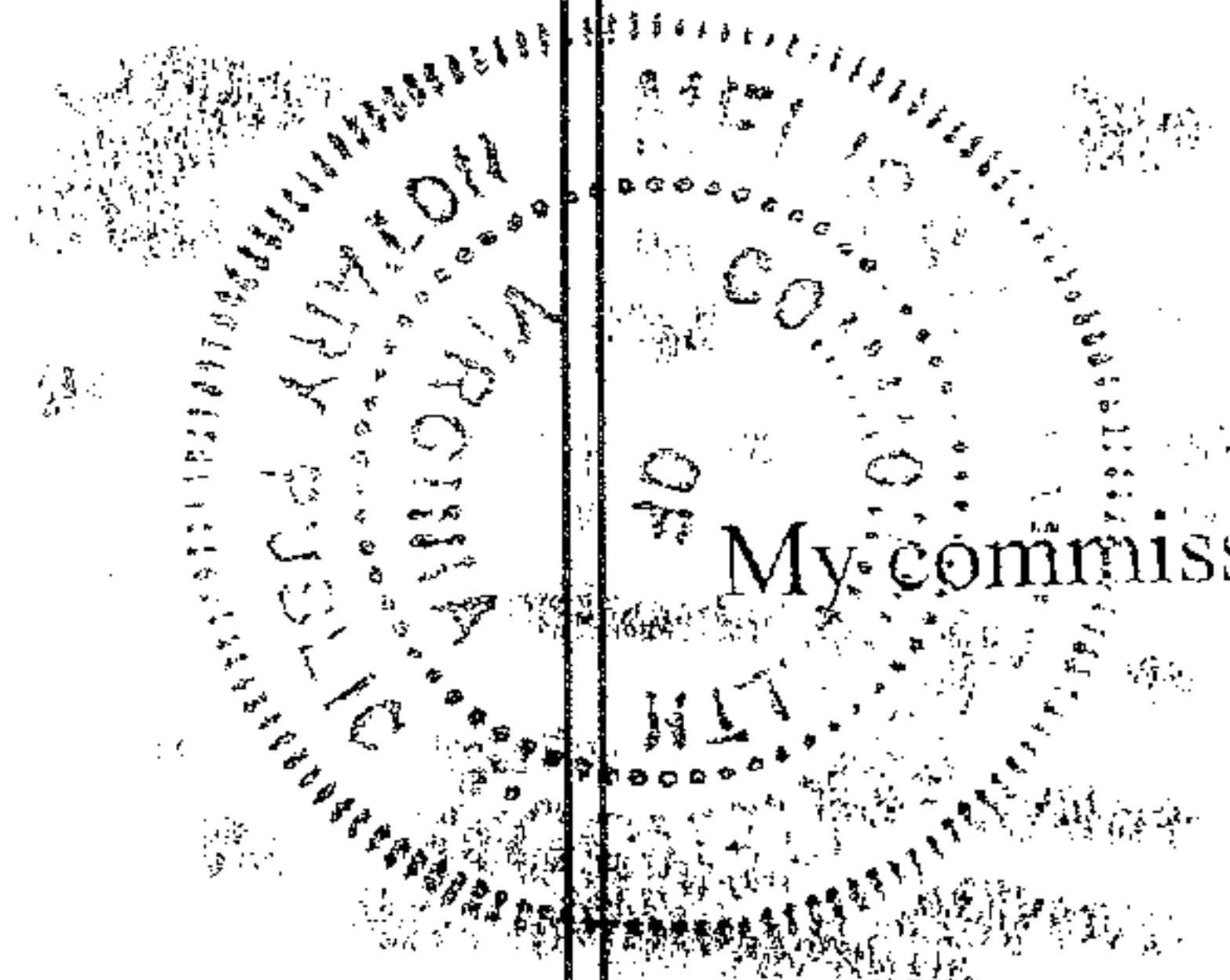
My commission expires: 7/31/2010

BY Martha Rittenhouse  
Martha Rittenhouse, Treasurer

COMMONWEALTH OF VIRGINIA  
COUNTY OF JAMES CITY, to-wit:

The foregoing instrument was acknowledged before me on January 29, 2007 by  
Martha Rittenhouse, Treasurer of Longhill Wood Community Company.

Melissa Scenson  
Notary Public



My commission expires: 7/31/2010

VIRGINIA: CITY OF WILLIAMSBURG & COUNTY OF JAMES CITY  
This document was admitted to record on 5 Feb 07  
at 2:47 AM/PM. The taxes imposed by Virginia Code  
Section 58.1-801, 58.1-802 & 58.1-814 have been paid.

STATE TAX LOCAL TAX ADDITIONAL TAX

\$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

TESTE: BETSY B. WOOLRIDGE, CLERK

BY: Betsy B. Woolridge Clerk

DECLARATION OF COVENANTS AND RESTRICTIONS

LONGHILL WOODS

THIS DECLARATION, Made this \_\_\_\_\_ day of \_\_\_\_\_, 1985,  
by C. LEWIS CASEY, CARLTON D. CASEY and ROBERT T. CASEY, hereafter  
called Casey.

W I T N E S S E T H :

Casey is presently the owner of certain real estate in Williamsburg,  
Virginia, and desires to create on it a planned unit development known as LONGHILL  
WOODS, (hereafter called “the property”) of high environmental quality, respecting  
existing natural amenities and ecologically sensitive areas.

Casey wants to provide for the preservation and enhancement of the  
property values and amenities for the property and for the maintenance of the  
improvements on the property; therefore, Casey desires to subject a portion of the real  
property it presently owns and which is described on Exhibit A to the covenants,  
restrictions, easements, charges and liens, and hereafter set forth.

Casey feels that it is desirable for the efficient preservation of the values  
and amenities for the property to create an agency to which is delegated the powers of  
owning, maintaining and administering the common area and facilities and administering  
and enforcing the covenants and restrictions and collecting and disbursing the  
assessments and charges hereafter created and promoting the health, safety and welfare of  
the residents.

Casey has incorporated under the laws of the State of Virginia, Longhill Woods Community Company as a non-profit corporation for the purpose of exercising these functions.

Casey hereby declares that the real property described in Exhibit A attached hereto, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (hereafter referred to as “covenants and restrictions”) hereafter set forth.

## 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. “Company means Longhill Woods Community Company, its successors and assigns.

Section 3 “Casey” means C., Lewis Casey, Carlton D. Casey and Robert T. Casey, and their successors and assigns.

Section 4. “The Property” means all real estate described on Exhibit “A”.

Section 5. “Common Area” means those areas of land now or hereafter conveyed to the Company or shown on any recorded subdivision plat of the Property and improvements on the Property, which are intended to be devoted to the common use and enjoyment of the owner.

Section 6. “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 with the exception of Common Area as above defined.

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 Casey, but excluding those having an interest merely as security for the performance of an obligation.

Section 9. “Book of Resolutions” means the document(s) containing rules and regulations and policies adopted by the Board of Directors of the Company as may be amended.

Section 10. “Board of Directors” means the then duly constituted board of directors of the Company.

## ARTICLE II

### COMMON AREA

Section 1. Obligations of the Company. The Company shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including related equipment and landscaping), and shall keep it in good, clean, attractive and sanitary condition, order and repair. The Company may limit the use of the common area by owners and lessee’s to enhance and maintain property values to allow and maintain improvements thereon and to provide for owner privacy and to promote the health, welfare and safety of the residents.

It is understood and agreed that, to the fullest extent possible, the Common Area will be retained in a natural state. Company shall obtain all lawful permits for construction in the Common Area and, except for necessary, ordinary and routine repairs



and maintenance of the Common Area, consistent with accepted land management practices, Company shall request review by the appropriate governmental commission prior to disturbance of the natural environment.

Section 2. Owners' and Lessee's Rights of Enjoyment. Subject to the provision of Section 1, every Owner shall have a right to enjoyment of Common Area which shall be appurtenant to and pass with the title to every Lot, and every Lessee of a living unit shall have a right to enjoyment of the Common Area which may be limited as set forth in Section 1.

Section 3. Extent of Owners' and Lessee's Easements. The Owners' and Lessee's easements of enjoyment shall be subject to the following"

(a) the right of the Company to establish reasonable rules and to charge reasonable fees for the use of the Common Area.

(b) the right of the Company to suspend the right of an Owner or Lessee to use any portion of its facilities for any period during which an assessment against his Lot remains unpaid for more than thirty (30) days after written notice mailed certified mail.

(c) the right of the Company to mortgage any or all of the facilities constructed on the Common Area for the purposes of improvements or repair to Common Area or facilities or to carry out any other responsibility of the Company.

(d) The right of the Company to dedicate or transfer all or any part of the Common Area to any public agency, authority

or utility for such purposes and subject to such conditions as may be desired by the Company.

Section 4. Delegation of Use. Any Owner may delegate his right of enjoyment to the Common Area and facilities to Lessees and the members of his family and to his guests subject to such general regulations as may be established from time to time by the Company, and included within the Book of Resolutions.

Section 5. Damage or Destruction of Common Area. If any Common Area is damaged or destroyed by an Owner, his tenants or any of his or their guests, licensees, agents or members of his or their family, the Owner does hereby authorized the Company to repair such damaged area. The Company 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 Company in the discretion of the Company. The costs of such repairs shall become a Special Assessment upon the Lot of such Owner.

Section 6. Title to Common Area. Casey may retain the legal title to the Common Area or any portion of it until it has completed improvements thereon, but notwithstanding any provision herein, Casey hereby agrees that it shall convey the Common Area to the Company, free and clear of all liens and financial encumbrances, not later than three years from the date the Common Area is subjected to this Declaration. Owners and Lessees shall have the rights and obligations imposed by the Declaration with respect to the Common Area from and after the time the Common Area is subjected to this Declaration, except that prior to such conveyance the Company shall be liable for payment of taxes, insurance and maintenance costs with respect to the Common Area.

Section 7. City of Williamsburg. There shall be no changes and/or modifications in Restrictive Covenants as the same may apply to the Common Area without the approval of the City Council of the City of Williamsburg or its designated representative.

### ARTICLE III

#### COVENANT FOR MAINTENANCE ASSESSMENTS

##### Section 1. Creation of the Lien and Personal Obligation of Assessments.

Casey 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 to the Company the following: (1) general assessments, (2) special assessments and (3) initial assessments.

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 such 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 by nonuse of the Common Area or abandonment of his Lot.

##### Section 2. General Assessment

(a) Purpose of Assessment. The general assessment levied by the Company 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 the design, construction and maintenance of a

fence and/or plant screening material to screen lots abutting Long Hill Road from Long Hill Road.

(b) Basis for Assessment.

(1) Lots. Each lot upon which there may be erected a living unit shall be assessed at a uniform rate based upon the number of living units authorized by the City of Williamsburg upon such lot. All other lots which may have been conveyed to an Owner other than Casey shall be assessed at the same uniform rate.

(2) Casey-owned Property. Casey shall not be obligated to pay an annual assessment on Lots they own upon which no living unit(s) certified for occupancy has been erected.

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

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

Sections 3. Special Assessment. In addition to the annual assessment and the special assessments provided for in Article II, Section 5, and Article V, Section 17, the Company may levy in any year a special assessment applicable to that year and not more than the next five 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, fixtures and personal property.

Section 4. Date of Commencement of Annual Assessments. The annual assessments shall commence on the first day of the month following conveyance of the first Lot to an Owner who is not Casey. 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 Board of Directors of the Company may by majority vote establish an Initial Assessment to be set and collected at settlement from each purchaser of a Lot from Casey.

(b) The purpose of the Initial Assessment shall be to establish an initial fund for use by the Company in discharging its obligations with respect to the property.

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

Section 6. Effect of Nonpayment of Assessments; Remedies of Company. 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 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 mechanic's liens, and liens of similar nature. A statement from the Company 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 Company 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 Company records a notice of the delinquency as to any particular Lot in the Clerk's Office of the Circuit Court for the City Williamsburg and 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 exempt from the assessments and liens created herein: (1) all properties dedicated and accepted by a public authority and devoted to public use; (2) all Common Areas (3) all properties exempted from taxation by state or local governments upon the terms and to the extent of such legal exemption, (4) all Casey Owner Property upon which no living unit(s) certified for occupancy as been erected.

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

#### ARTICLE IV

#### ARCHITECTURAL CONTROL

Section 1. Purpose. The Company shall regulate the external design, appearance, use, location, and maintenance of the Property and of improvement on the property to preserve and enhance values, to maintain a harmonious relationship among structures and the natural vegetation and topography, and to conserve existing natural amenities and ecologically sensitive areas.

Section 2. Conditions. No improvement, landscaping, alterations, repairs, change of paint colors, excavations, changes in grade or other work which in any way alters the exterior of the property or the improvements located on the property from its natural or improved state existing on the date such property was first sold by Casey to an Owner shall be commenced, made or done without the prior approval of the Company, except as otherwise expressly provided in this Declaration. No building, fence, wall, residence, or other structure(s) shall be commenced, erected, improved, altered, made, or done without the prior written approval of the Company.

Should a majority of the Lot owners abutting Long Hill Road request a fence and/or plant screening material to provide screening from Long Hill Road, the Company shall have designed and constructed an appropriate fence and/or plant screening material on all such lots abutting Long Hill Road and Company shall maintain said fence and/or screening material for the benefit of the Subdivision.

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

## ARTICLE V

### PROTECTIVE COVENANTS AND RESTRICTIONS

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

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

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

Section 2. Use of Residences. It is the intention of the Owners that the neighborhood known as Longhill Woods be a family neighborhood. For the purpose of maintaining the character of the neighborhood as a family neighborhood, the following restrictions are placed on use and occupancy:

(a) No Owner shall occupy or use any units(s) constructed on a Lot (“Residence”) or permit the same or any part thereof to be occupied or used, for any purpose other than a private single-family residence for the Owner and the Owner’s family.

(b) Renting. Notwithstanding the limitation on occupancy and use contained in paragraph (a) of the Section 2, an Owner may lease his Residence but only if



the lessee will use and occupy the Residence as a private single-family residence for the lessee and the lessee's family. The leasing of any part of a Residence to persons not related by blood, legal adoption or lawful marriage is expressly prohibited.

(c) Guests. Notwithstanding the limitations on occupancy and use contained in paragraphs (a) and (b) of this Section 2, an Owner or Lessee may permit guests to stay in a Residence, even though the guests are not related to the Owner of lessee by blood, legal adoption or lawful marriage provided:

(1) the occupancy by the guests is temporary; and

(2) the guests occupy the Residence solely at the pleasure of the Owner or the lessee; and

(3) other than contributing minor amounts deemed customary for guests, the guests pay no amounts to the Owner or the lessee for their stay.

(4) For the purposes of subparagraph (c)(1) of this Section 2, a stay is deemed "temporary" if it is for a period of 45 days or less. Stays over 45 days that otherwise meet the requirements of subparagraphs (c)(2) and (c)(3) are permitted only if approved in writing by the Board of the Longhill Woods Community Company, such approval to be at the total discretion of the Board.

(d) For the purpose of these Covenants, the terms "single family" and "family" are defined to mean only persons related by blood, legal adoption, lawful marriage, and their servants.

Section 3 Minimum Size. Any one-story residence shall cover not less than 1,350 square feet of ground area. Partial or full basement areas shall not be deemed a story. Any residence other than a one-story residence will have a total living area of not

less than 1,600 square feet, measured by the outside dimensions of said area. All minimum living areas required are exclusive of garages, carports, porches, covered stoops, etc.

Section 4. Noxious or Offensive Activity. No noxious or offensive activity shall be carried on in any lot, unit, or in the Common Area, nor shall anything be done which may be or become an annoyance or nuisance to the Owners or their lessees.

Section 5. Pets. Subject to such limitations as may from time to time be set by the Company, generally recognized house or yard pets, in reasonable numbers, may be kept on a lot, provided such pets are not kept or maintained for commercial purposes. All pets must be kept under the control of their owner when they are outside and must not become a nuisance to other residents, and if any such pets are declared a nuisance by the Company they shall be removed from the lot within thirty days after written request from the Company.

Section 6. Signs. No signs of any type shall be displayed to public view on any Lot, Unit or Common Area, except customary name, address, and For Sale or For Rent signs but only as approved by the Company.

Section 7. Mailboxes and Newspaper Tubes. Only mailboxes and newspaper tubes meeting the design standards of the Company shall be permitted, except for mail depositories which are the property of the United States Post Office Department.

Section 8. Trash Receptacles. All trash receptacles shall be concealed in a manner approved by the Company.

Section 9. Boats, Trailers, etc. Overnight parking or storage of boats, trailers, trucks and all vehicles other than licensed, operable private passenger vehicles

shall be prohibited except in an enclosed garage. Except for emergency repairs, no Owner shall repair or restore or permit others to repair or restore any vehicle upon any portion of the Property.

Section 10. Antennae. Exterior television or other antennae, except as approved by the Company, are prohibited.

Section 11. Clothes Drying Equipment. Clothes lines or other clothes drying apparatus shall be screened from public view in a manner approved by the Company.

Section 12. Trash Burning. Trash, leaves and other similar material shall not be burned without the written consent of the Company and all appropriate governmental authorities.

Section 13. Model House or Exhibits. No Owner except Casey shall permit any structure on his Lot to be used as a model house or exhibit without the written consent of the Company.

Section 14. Wells. No well shall be dug or maintained on any Lot without the written consent of the Company and the City of Williamsburg.

Section 15. Restriction on Further Subdivision. No lot shall be further subdivided or separated into smaller lots by any Owner other than Casey without the written consent of Casey, their successors or assigns, and no portion less than all of such Lot, shall be conveyed or transferred by an Owner other than Casey, their successors or assigns, provided, however, that this shall not prohibit deeds of correction, deeds to resolve boundary line disputes, and similar corrective instruments by Owners other than Casey.

Section 16. Exceptions. The Company may issue temporary permits to except any prohibitions expressed or implied by this section, provided the Board acts in accordance with adopted guidelines and procedures and can show good cause.

Section 17. Maintenance of Property. Each Owner shall keep his Lot(s) and all improvements thereon free of debris and in good order and repair, including, but not limited to seeding, watering and mowing or all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all units and other improvements, all in a manner and with such frequency as is consistent with good property management and so as not to detract from the overall beauty, of the Property and health and safety of other residents. In the event an Owner of any Lot shall fail to maintain his Lot(s) and the improvement thereon as so specified, the Company, after notice to the Owner as provided in the Bylaws shall have the right to enter upon said Lots) to correct any violation of this section stated in such notice and the costs of the provision of such maintenance shall become a special assessment upon such lot.

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

## ARTICLE VI

### UTILITY AND DRAINAGE EASEMENTS

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

(i) to construct, maintain, inspect, replace and repair electric and telephone poles, wires, cables, conduits, sewers, pipes, water mains, other suitable

equipment and facilities for the conveyance of water, sewer, gas, telephone, electricity, television, cable, communications or other utilities or public conveniences on, over, under and within the setback area of each Lot and such other areas as may be designated for such purposes on appropriate recorded plats of subdivision, and

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

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

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

## ARTICLE VII

### GENERAL PROVISIONS

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

Section 2. Amendment. The Declaration may be amended at any time by an instrument of record after the written consent thereto by not less than sixty percent (60%) of the Owners shall have been obtained.

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

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

Section 5. Release of Negative Reciprocal Easements. All Owners acknowledge that Casey owns other real estate in Williamsburg, Virginia, which may be contiguous to the Property. No real estate shall be included within the scheme of this declaration, however, except the Property. Each Owner, by his acceptance of this Declaration or the deed to his Lot, waives any right and interest he may have (i) in and to real estate not covered by this Declaration and (ii) to the enforcement of all or any portion of this Declaration and the Book of Resolutions against any such other real estate.

Section 6. No Intent to Create a Condominium. There is no intent hereunder to create a condominium or to submit the Property to the provisions of the Virginia Horizontal Property Act.

WITH THE OFFICE OF INTERSTATE LAND SALES REGISTRATION NOR HAS THAT OFFICE PASSED UPON THE ACCURACY OR ADEQUACY OF THIS STATEMENT, NOR DOES THIS STATEMENT SERVE AS AN ENDORSEMENT OR RECOMMENDATION BY THAT OFFICE OF THE ABOVE OFFERING.

IN WITNESS WHEREOF, C. LEWIS CASEY, CARLTON D. CASEY and ROBERT T. CASEY have caused their names to be signed, all as of the day and year first above written.

\_\_\_\_\_(SEAL)  
C. LEWIS CASEY

\_\_\_\_\_(SEAL)  
CARLTON D. CASEY

\_\_\_\_\_(SEAL)  
ROBERT T. CASEY

STATE OF VIRGINIA AT LARGE

CITY OF Williamsburg, to-wit:

The foregoing instrument, bearing date of the \_\_\_\_\_ day of \_\_\_\_\_, 1985, was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1985, by D. LEWIS CASEY.

UPLOADED  
4/27/2021

\_\_\_\_\_  
Notary Public