

**Architectural Guidelines**  
**New Town Residential Association, Inc.**

Order: 2WRWBXS4Z  
Address: 2022 Holmes Ct E  
Order Date: 08-18-2024  
Document not for resale  
HomeWiseDocs

**New Town Residential Association  
Williamsburg, VA 23188**

## **4.1 Architectural Review Committee Guidelines/Standards**

September 2022 Revision

### **AUTHORITY**

Per the NTRA Master Declaration, the Architectural Review Committee (ARC) “may establish guidelines and standards to be used in considering whether to approve or disapprove Plans.” (*These guidelines replace all previous versions and incorporate guidelines for mailboxes, solar panels and trash can enclosures issued prior to 2022.*)

### **STATEMENT OF POLICY**

The overriding goal of the Architectural Review Committee is to ensure that all modifications to the exterior architectural characteristics of a home and/or improvements to a lot are compatible with and relate favorably to the architectural characteristics of the neighborhood and nearby houses and must not deviate significantly from the original architecture of the home.

No building, addition, patio, deck, animal pen or shelter, exterior lighting, sign, mailbox or mailbox support, antennas, fence, wall or other structure shall be erected upon a homeowner’s property, nor shall any exterior addition to or change in paint color or alteration therein be made until an application including the plans and specifications showing the kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the ARC.

### **PROCEDURES**

An application to and approval from the Architectural Review Committee is required for ALL PROPOSED EXTERIOR CHANGES to residences or property. Application must be made BEFORE any work begins. Failure to submit an application is a potential violation of the NTRA governing documents (Master Declaration, Article 6).

Application instructions and ARC procedures can be found on the NTRA website. Applications are to be submitted to the NTRA management company, not to ARC members directly. (See policy document 4.2 ARC Procedures)

### **CONTENTS/SPECIFIC GUIDELINES**

The following list includes many but not all permanent exterior changes homeowners may consider with relevant ARC guidance. Please note that there are other exterior changes (flags, for example) which do not require an ARC application and approval but are addressed in the NTRA governing documents.

**New Town Residential Association  
Williamsburg, VA 23188**

**TABLE OF CONTENTS**

Here is a list of the permanent exterior changes included in this document:

1. Air Conditioners
2. Awnings
3. Building Structures
4. Doors and Windows (Replacement)
5. Electric Vehicle Charging Station
6. Exterior Lighting, Hardware and House Number Plaques
7. Fencing/Handrails
8. Generators
9. Grills /Fire Pits (Permanent)
10. Gutters and Downspouts
11. Handicap Access
12. Holiday/Seasonal Decorations
13. Landscape Changes
14. Mailboxes
15. Paint
16. Patio, Decking, Porch or Walkways
17. Patio and Deck Covers, Trellises
18. Pools /Hot Tubs
19. Recreational/Athletic/Play Equipment
20. Roofs/Shingles
21. Satellite Dishes/Antennas
22. Screen Enclosures

**New Town Residential Association  
Williamsburg, VA 23188**

- 23. Sheds
- 24. Shutters
- 25. Solar Panels
- 26. Storm Doors/Screen Doors
- 27. Trash and Recycling Can Enclosures
- 28. Walls/Terraces or Other Hardscape
- 29. Window/Door Film
- 30. Window Flower Boxes
- 31. Yard Ornaments and Play Equipment

**APPENDICES**

- A. Mailbox Specifications
- B. Solar Panel Guidelines
- C. Trash Can and Recycling Can Enclosure Guidelines

**New Town Residential Association  
Williamsburg, VA 23188**

**1. Air Conditioners**

- Window Units. The use of window air conditioning units is highly discouraged. An application and ARC approval are required. It should be noted that the ARC rarely approves such applications.
- HVAC Additions. An application and ARC approval are required.

**2. Awnings**

- An application and ARC approval are required. Framing and fabric colors must blend with existing house colors. Material samples shall be submitted with the required application.

**3. Building Structures**

- An application and ARC approval are required for any structural improvement on the property. These include but are not limited to any change or addition to rooms, decks, porches, sheds (see #21), or garages.

**4. Doors and Windows (Replacement)**

- An application and ARC approval are required for any change in door or window color, material, quality, style or appearance.
- No application is necessary if replacing with identical items.

**5. Electric Vehicle Charging Station**

- Preference is for an electric vehicle charging port to be located within an owner's garage.
- An application and ARC approval are required for any charging station to be installed on the exterior of a home or garage. The electric power must be tied to the owner's electrical panel and charging cords may not cross common areas or another owner's property.

**6. Exterior Lighting, Hardware and House Number Plaques**

- An application and ARC approval are required for any change or addition to any exterior lighting or house number plaques.
- No application is necessary for exact replacement of existing lighting, house number plaques, doorbells or doorknobs.

**7. Fencing/Handrails**

- An application and ARC approval are required for any change, variation or 'new fencing'. Fences are to be white. No application necessary for exact replacement of existing fencing or handrails. No chain link fences are allowed. *Note that installation of a fence will limit certain landscaping services as identified in the Supplemental Declarations for each New Town neighborhood.*

**New Town Residential Association  
Williamsburg, VA 23188**

- Most fences involve boundary line considerations. Applications must show exact relationship with property lines. No fence may be installed that interferes with access for adjoining owners.

**8. Generators**

- An application and ARC approval are required.
  - If placed outside of a fenced yard, a small white privacy fence should be placed around the unit.
  - If placed within a fenced yard, no additional fencing is required.
- Natural gas or propane powered generators only. Noise levels must not exceed 70 decibels. Specifications must be submitted with application.
- All utility supply lines are to be underground.

**9. Grills /Fire Pits (Permanent)**

- An application and ARC approval are required.
- Grills, with the propane tank removed, shall be stored when not in use inside a privacy fence, shed, garage, patio, deck area or other outdoor enclosure approved by the ARC.
- Specifications must be submitted with the application.

**10. Gutters and Downspouts**

- An application and ARC approval are required for any change or addition. No change may adversely affect drainage in adjacent properties.
- Gutters and down-spouts are to be white or painted to match the siding they are attached to.
- No application necessary for exact replacement of existing gutters or leaf guard gutters.

**11. Handicap Access**

- An application is required for review by the ARC. All requirements for requests for reasonable modification shall be followed. The ARC will make every effort to expedite handicap access requests.

**New Town Residential Association  
Williamsburg, VA 23188**

**12. Holiday/Seasonal Decorations**

- Homeowners desiring to display seasonal decorations for longer periods than defined in the NTRA rules shall apply to the ARC for permission.

**13. Landscape Changes**

- An application must be made to the ARC for approval of all changes in landscaping (excluding changes to existing beds within a private/screened area). At the discretion of the ARC, changes which involve extensive modification in landscaping services may be referred to the LAC for guidance.
- An application and ARC approval are required for vegetable gardens. Well-maintained vegetable gardens are only permitted within fenced private property. Plants must not grow higher than the fence. Container gardens larger than 24 inches by 24 inches also require an ARC application.
- Addition of annual flowering or herb plants within existing beds do not require an application for approval.
- An application and ARC approval are required for removal and/or replacement of any tree in excess of 5 inches in diameter as measured 3 feet above ground or certain trees 3 inches in diameter, measured similarly. (See Master Declaration). Before acting on the application, the ARC will consult with the Landscape Advisory Committee.
- French drains require an application and ARC approval. No change may adversely affect drainage in adjacent properties.

**14. Mailboxes**

- Repairs and replacement of mailboxes that involve any changes to the style or design of the existing mailbox require that an application be made to the ARC for approval before the work is done.
- No application is necessary for identical replacement of a mailbox.
- See Appendix A – “Mailbox Specifications for Repair and Replacement”

**15. Paint**

- An application and ARC approval are required for any change in house, garage, shed, doors or shutter colors. Homeowners should select colors that are not the same or in conflict with houses in the immediate area.
- No application is necessary if repainting the same color.

**16. Patio, Decking, Porch or Walkways**

- An application and ARC approval are required for any change or addition.

**17. Patio and Deck Covers, Trellises**

**New Town Residential Association  
Williamsburg, VA 23188**

- An application and ARC approval are required for any patio or deck covers, trellises and other sun-control devices.

**18. Pools/Hot Tubs**

- An application and ARC approval are required for inground swimming pools. Such pools must be screened from view and enclosed by a fence. No aboveground swimming pools are allowed.
- An application is required for any hot tub installation.
- Pools/hot tubs must be drained in such a manner so as not to adversely affect adjacent properties.

**19. Recreational/Athletic/Play Equipment**

- An application and ARC approval are required for permanent installations. Some (but not all) examples of this type of equipment are baseball cages, skateboard ramps, trampolines, hockey and soccer nets.
- Basketball Goals. An application must be submitted to the ARC for approval of permanent, pole-mounted basketball goals prior to installation. Homeowners must submit an ARC application that includes the signatures of surrounding property owners. The application must also include a diagram showing the desired placement of the goal on the property. Mounting basketball backboards and/or goals to the structure or surface of the home in any way is not permitted. Only one permanent or portable basketball goal is permitted on a property.
- Play equipment to be permanently installed requires an application and ARC approval.

**20. Roofs/Shingles**

- Replacement of a damaged or worn roof does not require an ARC application unless the homeowner is changing the color, material, quality or appearance of the roof in which case an application and ARC approval are required.
- An application and ARC approval are required for any change in shingle color, type or style.

**21. Satellite Dishes/Antennas**

- An application is required for placement of a satellite dish. Preferable locations for dishes are on the house roof, at the rear, toward an alley or garage as long as signal can be obtained. Satellite dishes should not be installed on the ground. All wiring must be hidden behind the downspout, in a channel or must be painted the exact color of the surface it is resting on. *Note: Installation of a satellite dish on Village Walk roofs may limit the Association's responsibility for maintenance. The owner may have additional obligations prior to any roof repair or replacement by the Association.*

**22. Screen Enclosures**



**New Town Residential Association  
Williamsburg, VA 23188**

- An application and ARC approval are required.

**23. Sheds**

- An application and ARC approval are required.
- Basic Design Guidelines:
  - 7 feet max. height
  - 36 square feet maximum footprint
- Siding and roof must match existing home materials and colors.

**24. Shutters**

- An application and ARC approval are required for the addition of or a color change to house, shed or garage shutters.
- No application is necessary for an exact replacement or repainting the same color.

**25. Solar Panels**

- An application and ARC approval are required. Guidelines for installations in New Town can be found in Appendix B. *Note: Installation of solar panels on Village Walk roofs may limit the Association's responsibility for maintenance. The owner may have additional obligations prior to any roof repair or replacement by the Association.*

**26. Storm Doors/Screen Doors**

- An application to the ARC is required for all storm/screen doors (front, side and rear).
  - NTRA's Managing Agent can review and submit applications for ARC electronic (fast-track) approval of:
    - A white framed, plain (non-decorative glass), full-view door (any make) or the "Phantom Invisible Screen" at any location.
    - A white storm/screen door with the bar in the middle for a side or rear door only.
- All other storm/screen door applications will be reviewed for approval by the ARC.

**27. Trash and Recycling Can Enclosures**

- An application and ARC approval are required for any new enclosures. See Appendix C for trash and recycling can enclosure guidelines.

**New Town Residential Association  
Williamsburg, VA 23188**

**28. Walls/Terraces or Other Hardscape**

- An application and ARC approval are required.

*NOTE: Grass strips along the sidewalk are owned by VDOT and should not be modified without VDOT approval.*

**29. Window/Door Film**

- An application and ARC approval are required, unless the film is clear, colorless and undetectable on the glass surface.

**30. Window Flower Boxes**

- An application and ARC approval are required for window boxes that are to be attached to the house or garage.

- These are to be painted white and must only be on ground level windows.

**31. Yard Ornaments**

- An application and ARC approval are required for:

- yard ornaments that exceed 36" in height or 24"x 24" in front or side yards visible from a street or common area.
- Bird feeders (including shepherd's hook frame) do not require ARC approval.

Yard ornaments should be in mulched beds only unless otherwise approved by the ARC.

Revised text adopted by the Board of Directors on September 22, 2022 at a duly called Board Meeting.

*Monique Stevens*

Secretary

**New Town Residential Association  
Williamsburg, VA 23188**

## **APPENDIX A – MAILBOX SPECIFICATIONS FOR REPAIR AND REPLACEMENT**

Maintenance, repair and replacement of a residential mailbox assembly in all neighborhoods (except Village Walk and Shirley Park cluster boxes) are the responsibility of the individual homeowner.

Repairs and replacement of mailboxes that involve any changes to the style or design of the existing mailbox require that an application be made to the ARC for approval before the work is done.

The following guidelines are for use in maintaining, repairing and replacing existing mailbox assemblies. Mailbox assemblies consist of:

**Post:** White. If painted the paint should be a “name brand” semi-gloss or gloss exterior white paint. The post can be made of wood painted white, of white exterior composite material or be white vinyl clad. The post should be anchored in the ground with cement. The top of the post should be topped with a finial consistent with other neighbors – i.e., decorative ball, an upward pointing triangle or with a metal "roof". (Photos below.) The bottom of the post should be encased in a protective barrier (protection from weed whacking and mowing). This barrier should be metal.

Posts may support one to four mailboxes. The US Postal Service recommends that posts be buried no more than 24” deep.

**Mailbox:** Black metal. If painted the paint should be a “name brand” semi-gloss or gloss exterior black paint. Can be medium or large size (replace whatever size was originally in place). Should have attached red flag.

**Newspaper holder:** Should be attached to post under the mailbox. Can be made of wood painted white, white exterior composite material or be white vinyl clad. If painted the paint should be a “name brand” semi-gloss or gloss exterior white paint. Size should be the same as the size of the existing newspaper holder. For residences without a newspaper holder, check the size of neighboring newspaper holders.

**Numbers:** Metal, 4” tall, Bayside or similar font. Black (or gold color-Abbey Commons.) Numbers should be attached to side of newspaper holder or in the case of three or more mailboxes on one post to a small board between the mailbox and the newspaper holder. Exception: For the one case where more than 8 mailboxes are on one post, the numbers may be adhered to the front or back of the mailbox and may be adhesive and will, of course, be smaller than 4” tall.

**New Town Residential Association  
Williamsburg, VA 23188**

**NOTE:** Homeowners who share a mailbox post should coordinate with neighbors who share that post to ensure that maintenance, repairs and replacement of any and all mailboxes sharing the post are similar in appearance.

---

**ILLUSTRATIONS**

1) Example of three mailboxes on one post with numbers attached to a small board between the mailbox and the newspaper holder:



**Finial Styles**

2) Post with an upward pointing triangle top



**New Town Residential Association  
Williamsburg, VA 23188**

3) Post with a decorative ball top:



4) Post with a metal "roof" top



*Originally approved by the Board of Directors March 2021*

**New Town Residential Association  
Williamsburg, VA 23188**

**APPENDIX B  
ARC GUIDELINES FOR SOLAR PANEL APPLICATIONS**

NTRA residents must submit an application to the ARC before installation of solar panels. Owners are cautioned that contractors may tell them approval is not required. Failure to obtain approval may require an installation be relocated at the homeowner's expense. Each application will be considered individually by the ARC. In considering an application to install solar panels, the ARC will work to protect the home values of all residents.

Guidelines:

1. Only commercially available solar panel systems will be approved.
2. Solar panels must comply with JCC codes and permits.
3. Solar panels should blend into the structure as much as possible. Solar panels should be located in the least conspicuous area that provides satisfactory operation. Solar panels should be installed on the rear of a residence unless this interferes with collection of energy. If panels must be located on a roof plane visible from the front or side street owner may be required to provide a certified survey of the roof depicting exact locations of panels and connections.
4. A solar panel system cannot overhang an adjacent property line or be installed on or attached to adjacent property.
5. A three feet perimeter is recommended to be provided on the roof between the module(s) and the eaves of the roof for access.
6. Installation should be parallel to the roof line. To the extent possible, panels should be installed in a uniform layout at a maximum height of 6" from the roof. Solar panels mounted on racks are not permitted without explicit approval of the rack system; this does not prohibit the use of brackets which may be necessary as part of the installation. The bottom of solar panels should be within 6" of the roof surface. Brackets which provide more than 6" between the roof surface and the bottom of the panel must be identified on the application with technical specifications to support the requirement.
7. Wiring and components should be concealed as much as possible. Exposed wiring and components should be painted and secured. Pipes, tubes, cables and wires should be painted to match the colors of the underlying surfaces at the time of installation.
8. Ground mounted panels will be allowed only in the event that there is sufficient space and property, and the residence is such that a ground mount system is required for the collection of energy. Due to potential liability concerns, no landscaping will be

**New Town Residential Association  
Williamsburg, VA 23188**

available to yards in which ground solar panels are located. Ground mounted solar panels should be concealed from view of neighboring residences.

9. A plan from a solar panel installation company must accompany the application.

10. The step down from roof ridges should be at least 6” to reduce visibility of panels.

11. Installation of solar panels should allow for maintenance without access to the neighboring residence(s).

12. Framing or trim must be consistent with the architectural style of the structure and may be required in front of or surrounding the solar panels.

*Originally approved by the Board of Directors March 2019*

## APPENDIX C TRASH AND RECYCLING CAN ENCLOSURE GUIDELINES

All homeowners who wish to construct or replace a trash can and recycling enclosure must submit a written application to the ARC. Failure to submit an application and obtain prior approval from the ARC may require an enclosure to be removed or relocated at homeowner's expense. Each application will be individually considered by the ARC in a timely fashion.

### 1. General requirements

- a. Trash and recycling enclosures must be located on applicant's property or, if partially located on neighboring property, then an enduring easement must be agreed upon and recorded prior to ARC approval.
- b. Applicants are responsible for checking with "Miss Utility" / VA 811 to determine the location of any underground utilities before submitting an application.
- c. Enclosures must be constructed and located to allow access to any utility meters.
- d. If the enclosure blocks or restricts access to the back yard, then the NTRA will not be responsible for back yard landscape maintenance (but there is no change in assessment).
- e. Enclosures shall be opaque, such that the trash and recycling containers are not visible from public areas.
- f. Enclosures shall be white and shall be constructed of wood or PVC. Homeowners are responsible for the maintenance and repair of their enclosure.
- g. Natural barriers or enclosures consisting of live evergreen shrubs may be considered for approval if they meet the height and visibility requirements of this section. Modification of any approved natural barrier, such that it no longer provides full trash can screening, is a violation of these guidelines.
- h. Enclosures shall be approximately four feet tall – exact dimensions shall be specified in ARC application.
- i. Enclosures may have 2,3, or 4 sides and should abut a home or garage wall.



**New Town Residential Association  
Williamsburg, VA 23188**

- j. Enclosures should be constructed so as not to block a neighbor's view of street, alley, or public area, and so as not to impede or restrict public or pedestrian activity.

**New Town Residential Association  
Williamsburg, VA 23188**

2. Exceptions

- a. Due to the wide variety of types of homes, construction variations, and lot sizes, some homes may not be able to comply with these criteria. The ARC will address any exceptions as they arise and may approve variations to these guidelines on a case-by-case basis.

# New Town Residential Association Architectural Review Committee

## Application Instructions

A. **Applications.** A written application on the attached NTRA form must be submitted to the Architectural Review Committee (ARC) through the Managing Agent for review and approval prior to undertaking any proposed change in the exterior appearance of any Lot. The application (with attachments as needed) shall include the following information:

1. *Identification.* Address where work is to be done, with the name(s) of the Owner(s) of record, home and cell telephone numbers, and mailing address (if different from the property address).

2. *Description.* All information necessary for the Committee to understand exactly what work is proposed and to evaluate effects on the subject Lot and neighboring Lots; e.g.

a. site plan locating the proposed work on the Lot and in relation to neighboring structures;

b. dimensioned plans, elevations and/or sections showing the proposed work in relation to existing structures and landscaping;

c. specifications for all proposed materials and equipment, including manufacturer's printed data and physical samples, if different from existing materials;

d. grading or drainage plans and sections if proposed work will affect drainage and patterns exiting the subject property;

e. color samples and manufacturer's identification numbers if colors differ from those on existing structures.

3. *Schedule.* Estimated dates for the start and completion of the proposed work. All work must be completed within six (6) months of the actual start.

B. **Local Permitting.** ARC approval does not constitute James City County building department permit approval. The applicant agrees to obtain any necessary county building permits prior to the commencement of any work.

C. **Meeting Deadline:** Please submit your application at least 1 week prior to the scheduled ARC meeting which take place on the 2nd Monday of each month at 4:00PM. Meeting location and agenda are posted on the NTRA website: [www.ntrawilliamsburg.org](http://www.ntrawilliamsburg.org). ARC meetings are open to any Member.

D. **Followup.** The applicant must follow up with the Managing Agent if they do not receive an acknowledgement of receipt of the application/supplemental application or revised application within 7 business days of its submission.

E. **Managing Agent Info:** Contact Chesapeake Bay Management with any questions, to submit application, etc. at: New Town Residential Association, 337 McLaws Circle, Suite 1 - Williamsburg, VA 23185. Phone: 757-706-3019; [email: wbadmin@lcbm.com](mailto:wbadmin@lcbm.com)

Revised 9/22

Order: 2WRWBXS4Z  
Address: 2022 Holmes Ct E  
Order Date: 08-18-2024  
Document not for resale  
HomeWiseDocs



*For internal use only*

Lot/ Neighborhood \_\_\_\_\_

Qualifications: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Homeowner notified on \_\_\_\_\_

Order: 2WRWBXS4Z  
Address: 2022 Holmes Ct E  
Order Date: 08-18-2024  
Document not for resale  
HomeWiseDocs

# New Town Residential Association - Solar Certification Form Architectural Review Committee (ARC)

*Statement on reasonableness of installation requirement pursuant to Va. Code § 55.1-1820.1(C)*

**HOMEOWNER NAME(S):** \_\_\_\_\_

**NTRA PROPERTY ADDRESS:** \_\_\_\_\_

## CERTIFYING DESIGN SPECIALIST

**NAME:** \_\_\_\_\_

**NABCEP NUMBER:** \_\_\_\_\_

**COMPANY:** \_\_\_\_\_

**EMAIL/PHONE:** \_\_\_\_\_

Undersigned attests as follows:

I am certified by the North American Board of Certified Energy Practitioners and licensed in Virginia. I have completed adequate and independent review of (1) the proposed solar system as proposed by homeowner (reference: \_\_\_\_\_), and (2) the solar system as redesigned to comply with HOA restrictions (reference \_\_\_\_\_).

I have analyzed the following HOA restriction(s) (*identify applicable HOA restrictions as compared to the originally proposed design, e.g., no solar on front of residence*):

\_\_\_\_\_  
\_\_\_\_\_

I hereby certify that constructing the solar system to meet the specifications required by the identified HOA restriction(s) will [*check all that apply*]:

- increase the cost of installation of the solar energy collection device by at least five percent over the projected cost of the initially proposed installation. The estimated cost increase is \$ \_\_\_\_\_ which is \_\_\_\_\_ percent above the cost of the initially proposed installation.
- reduce the energy production by the solar energy collection device by at least 10 percent below the projected energy production of the initially proposed installation. The estimated production loss is \_\_\_\_\_ percent.

I so certify pursuant to Va. Code § 55.1-1820.1(C).

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Order: 2WRWBXS4Z  
Address: 2022 Holmes Ct E  
Order Date: 08-18-2024  
Document not for resale  
HomeWiseDocs

(ARC reference 8/8/2022)

**Articles of Incorporation**  
**New Town Residential Association, Inc.**

Order: 2WRWBXS4Z  
Address: 2022 Holmes Ct E  
Order Date: 08-18-2024  
Document not for resale  
HomeWiseDocs

ARTICLES OF INCORPORATION  
OF  
NEW TOWN RESIDENTIAL ASSOCIATION, INC.

ARTICLE I

NAME

The name of the corporation is New Town Residential Association, Inc., hereinafter called the "Association".

ARTICLE II

PURPOSES

The Association does not contemplate pecuniary gain or profit to the Members thereof, and the specific purposes for which it is formed are to provide for the management, maintenance and care of certain real estate within the development known as "New Town" located in the County of James City, Virginia, as more particularly described in the Master Declaration of Protective Covenants and Restrictions for New Town (Residential) recorded in the Clerk's Office of the Circuit Court of the City of Williamsburg and County of James City, Virginia, as the same may hereafter be amended, restated, or supplemented (collectively, "the Declaration"), and to provide a means whereby the Owners, acting together, may provide for the management, maintenance and care of the Common Areas, the Limited Common Areas and the Neighborhood Common Areas and for this purpose to: (a) enforce the Declaration and exercise all of the powers and privileges and perform all of the duties and obligations of the Association; (b) fix, levy, collect and enforce payment by any lawful means, of all charges or assessments pursuant to the Declaration and Bylaws; (c) pay all expenses of the Association; (d) subject to the Declaration and the Bylaws, acquire, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association; and (e) have and exercise any and all powers, rights and privileges which a corporation organized under the Nonstock Corporation Act of the Commonwealth of Virginia may by law now or hereafter have or exercise. No part of the net earnings of the Association shall inure (other than by providing management, maintenance and care of the Common Areas, the Limited Common Areas and the Neighborhood Common Areas and other than by a rebate of excess membership dues, fees and assessments) to the benefit of any private individual.



### ARTICLE III

#### DEFINITIONS

Except as expressly defined herein, all capitalized terms used herein shall have the respective meanings set forth in the Declaration or in the Bylaws of this Association.

### ARTICLE IV

#### MEMBERSHIP

Section 4.1. Membership. Every Owner of a Lot and a Parcel shall be a Member of the Association. Membership shall be appurtenant to, and shall not be separated from, ownership of any Lot or Parcel. Upon the recordation of the deed to a Lot or Parcel, the membership of the selling Owner shall cease and the purchasing Owner shall become a Member of the Association.

Section 4.2. Classes of Membership and Voting Rights. The designation of classes of membership and the voting rights of Members shall be as provided in the Declaration and the Bylaws.

### ARTICLE V

#### REGISTERED OFFICE AND REGISTERED AGENT

The address of the initial registered office of the Association which is located in the County of James City, Virginia is c/o Kaufman & Canoles, 4801 Courthouse Street, Suite 300, P.O. Box 6000, Williamsburg, Virginia 23188. The name of the initial registered agent of the Association is Elizabeth L. White, Esq., who is a resident of Virginia and a member of the Virginia State Bar and whose business address is identical with the registered office.

### ARTICLE VI

#### BOARD OF DIRECTORS

Section 6.1. Number. Except as provided below, the number of directors shall be as fixed in accordance with the Bylaws, or in the absence of such a bylaw shall be seven (7):

(a) The number of directors constituting the initial Board of Directors shall be three (3), each of whom shall serve for one year terms, or until their successors are elected and take office; and the names and addresses of the persons who are to serve as initial directors are as follows:

| <u>Names</u>     | <u>Addresses</u>  |
|------------------|---|
| John P. McCann   | 4801 Courthouse Street, Suite 329<br>Williamsburg, VA 23188 |
| Lawrence Salzman | 4801 Courthouse Street, Suite 329<br>Williamsburg, VA 23188 |
| Brian Casey      | 4801 Courthouse Street, Suite 329<br>Williamsburg, VA 23188 |

**Section 6.2. Appointment of Directors During Period of Developer Control.** Developer shall have the right to appoint or remove any member or members of the Board of Directors until such time as the Class B membership terminates. The period of time until the Class B membership terminates is hereafter called the "Period of Developer Control". Each Owner, by acceptance of a deed to or other conveyance of a Lot or Parcel, vests in Developer the authority to appoint and remove directors of the Association during the Period of Developer Control. The directors selected by Developer need not be Owners or residents within the Properties.

**Section 6.3. Election of Directors After Period of Developer Control.**

(a) Within ninety (90) days after the expiration of the Period of Developer Control, the Board of Directors shall call a special meeting of Members at which meeting all directors appointed by Developer shall resign and the Class A Members shall elect successor members of the Board. Thereafter, nominations for election to the Board of Directors shall be made from the floor and may also be made by a nominating committee, if such a committee is established by the Board of Directors. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

(b) Five (5) directors shall be elected at the first meeting of the Association after termination of the Period of Developer Control. All eligible Members of the Association shall vote on all directors to be elected and the candidate(s) receiving the most votes shall be elected. Two (2) directors shall serve a term of two (2) years, such directors shall constitute Group A Directors, and three (3) directors shall serve a term of one (1) year, such directors shall constitute Group B Directors. At each annual meeting thereafter, members shall elect directors to fill the positions of the terms which are expiring for a term of two (2) years.

(c) The election shall be by secret ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast. There shall be no cumulative voting.

(d) Except with respect to directors appointed by Developer, at any regular or special meeting of the Association duly called where the meeting notice states that the purpose, or one of the purposes, of the meeting is removal of the director, any one or more of the members of the Board of Directors may be removed, with or without cause, by a majority vote of the Members and a successor may then and there be elected to fill the vacancy thus created. A director whose removal has been proposed shall be given at least seven (7) days' notice of the time, place and purpose of the meeting and shall be given an opportunity to be heard at the meeting.

(e) Vacancies in the Board of Directors occurring for any reason other than the removal of a director by vote of the Members, shall be filled by a vote of the majority of the remaining directors, even though less than a quorum, at any meeting of the Board of Directors or, in the absence of any remaining directors, vacancies may be filled by the Developer. Each person so selected shall serve the unexpired portion of the term of the director being replaced. Notwithstanding the foregoing, Developer shall fill all vacancies in the Board of Directors arising before the termination of the Period of Developer Control.

(f) Any representative of Developer serving on the Board of Directors of the Association shall not be required to disqualify himself or herself upon any vote upon any management contract or other contract or lease between Developer (or any individual, partnership or corporation affiliated with Developer) and the Association.

## ARTICLE VII

### LIMIT ON LIABILITY AND INDEMNIFICATION

7.1 Limit on Liability. In every instance in which the Virginia Nonstock Corporation Act, as it exists on the date hereof or may hereafter be amended, permits the limitation or elimination of liability of directors or officers of a corporation to the corporation or its Members or of the directors or officers of a "community association" (as defined in the Virginia Nonstock Corporation Act), any liability of the directors and officers of this Association shall be so limited or eliminated.

7.2 Mandatory Indemnification. The Association shall indemnify any individual who is, was or is threatened to be made a party to a civil, criminal, administrative, investigative or other proceeding (including a proceeding by or in the right of the

Association or by or on behalf of its Members) because such individual is or was a director or officer of the Association, a member of the Architectural Review Committee or of any other legal entity controlled by the Association, against all liabilities (including, without limitation, liabilities resulting from activities performed and decisions made on behalf of the Association) and reasonable expenses incurred by him or her on account of the proceeding, except such liabilities and expenses as are incurred because of his or her willful misconduct or knowing violation of the criminal law. Unless a determination has been made that indemnification is not permissible, the Association shall make advances and reimbursement for expenses incurred by any of the persons named above upon receipt of an undertaking from him or her to repay the same if it is ultimately determined that such individual is not entitled to indemnification. The Association is authorized to contract in advance to indemnify any of the persons named above to the extent it is required to indemnify them pursuant to this Section 7.2.

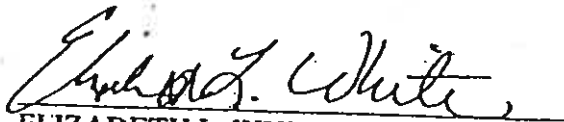
**7.3 Miscellaneous.** The rights of each person entitled to indemnification under this Article shall inure to the benefit of such person's heirs, executors and administrators. Indemnification pursuant to this Article shall not be exclusive of any other rights of indemnification to which any person may be entitled, including indemnification pursuant to a valid contract, indemnification by legal entities other than the Association and indemnification under policies of insurance purchased and maintained by the Association or others. No person shall be entitled to indemnification by the Association to the extent he or she is indemnified by another, including an insurer.

## ARTICLE VIII

### AMENDMENT

These Articles of Incorporation may be amended pursuant to Va. Code Ann. Section 13.1.886 and with the approval of the Class B Member (until the Class B membership terminates) and the vote of two-thirds of the Class A votes (including Developer as to Class A votes held by Developer).

DATED this 9th day of September, 2004.

  
ELIZABETH L. WHITE, Incorporator

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

The foregoing instrument was acknowledged before me in the County of James City, Virginia, this 9<sup>th</sup> day of September, 2004 by Elizabeth L. White, Incorporator.

*Imactasia D. Mundy*  
Notary Public

My commission expires: January 30, 2007

**Articles of Incorporation**  
**New Town Residential Association, Inc.**

Order: 2WRWBXS4Z  
Address: 2022 Holmes Ct E  
Order Date: 08-18-2024  
Document not for resale  
HomeWiseDocs

ARTICLES OF INCORPORATION  
OF  
NEW TOWN RESIDENTIAL ASSOCIATION, INC.

ARTICLE I

NAME

The name of the corporation is New Town Residential Association, Inc., hereinafter called the "Association".

ARTICLE II

PURPOSES

The Association does not contemplate pecuniary gain or profit to the Members thereof, and the specific purposes for which it is formed are to provide for the management, maintenance and care of certain real estate within the development known as "New Town" located in the County of James City, Virginia, as more particularly described in the Master Declaration of Protective Covenants and Restrictions for New Town (Residential) recorded in the Clerk's Office of the Circuit Court of the City of Williamsburg and County of James City, Virginia, as the same may hereafter be amended, restated, or supplemented (collectively, "the Declaration"), and to provide a means whereby the Owners, acting together, may provide for the management, maintenance and care of the Common Areas, the Limited Common Areas and the Neighborhood Common Areas and for this purpose to: (a) enforce the Declaration and exercise all of the powers and privileges and perform all of the duties and obligations of the Association; (b) fix, levy, collect and enforce payment by any lawful means, of all charges or assessments pursuant to the Declaration and Bylaws; (c) pay all expenses of the Association; (d) subject to the Declaration and the Bylaws, acquire, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association; and (e) have and exercise any and all powers, rights and privileges which a corporation organized under the Nonstock Corporation Act of the Commonwealth of Virginia may by law now or hereafter have or exercise. No part of the net earnings of the Association shall inure (other than by providing management, maintenance and care of the Common Areas, the Limited Common Areas and the Neighborhood Common Areas and other than by a rebate of excess membership dues, fees and assessments) to the benefit of any private individual.

### ARTICLE III

#### DEFINITIONS

Except as expressly defined herein, all capitalized terms used herein shall have the respective meanings set forth in the Declaration or in the Bylaws of this Association.

### ARTICLE IV

#### MEMBERSHIP

Section 4.1. Membership. Every Owner of a Lot and a Parcel shall be a Member of the Association. Membership shall be appurtenant to, and shall not be separated from, ownership of any Lot or Parcel. Upon the recordation of the deed to a Lot or Parcel, the membership of the selling Owner shall cease and the purchasing Owner shall become a Member of the Association.

Section 4.2. Classes of Membership and Voting Rights. The designation of classes of membership and the voting rights of Members shall be as provided in the Declaration and the Bylaws.

### ARTICLE V

#### REGISTERED OFFICE AND REGISTERED AGENT

The address of the initial registered office of the Association which is located in the County of James City, Virginia is c/o Kaufman & Canoles, 4801 Courthouse Street, Suite 300, P.O. Box 6000, Williamsburg, Virginia 23188. The name of the initial registered agent of the Association is Elizabeth L. White, Esq., who is a resident of Virginia and a member of the Virginia State Bar and whose business address is identical with the registered office.

### ARTICLE VI

#### BOARD OF DIRECTORS

Section 6.1. Number. Except as provided below, the number of directors shall be as fixed in accordance with the Bylaws, or in the absence of such a bylaw shall be seven (7):



(a) The number of directors constituting the initial Board of Directors shall be three (3), each of whom shall serve for one year terms, or until their successors are elected and take office; and the names and addresses of the persons who are to serve as initial directors are as follows:

| <u>Names</u>     | <u>Addresses</u>  |
|------------------|---|
| John P. McCann   | 4801 Courthouse Street, Suite 329<br>Williamsburg, VA 23188 |
| Lawrence Salzman | 4801 Courthouse Street, Suite 329<br>Williamsburg, VA 23188 |
| Brian Casey      | 4801 Courthouse Street, Suite 329<br>Williamsburg, VA 23188 |

**Section 6.2. Appointment of Directors During Period of Developer Control.** Developer shall have the right to appoint or remove any member or members of the Board of Directors until such time as the Class B membership terminates. The period of time until the Class B membership terminates is hereafter called the "Period of Developer Control". Each Owner, by acceptance of a deed to or other conveyance of a Lot or Parcel, vests in Developer the authority to appoint and remove directors of the Association during the Period of Developer Control. The directors selected by Developer need not be Owners or residents within the Properties.

**Section 6.3. Election of Directors After Period of Developer Control.**

(a) Within ninety (90) days after the expiration of the Period of Developer Control, the Board of Directors shall call a special meeting of Members at which meeting all directors appointed by Developer shall resign and the Class A Members shall elect successor members of the Board. Thereafter, nominations for election to the Board of Directors shall be made from the floor and may also be made by a nominating committee, if such a committee is established by the Board of Directors. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

(b) Five (5) directors shall be elected at the first meeting of the Association after termination of the Period of Developer Control. All eligible Members of the Association shall vote on all directors to be elected and the candidate(s) receiving the most votes shall be elected. Two (2) directors shall serve a term of two (2) years, such directors shall constitute Group A Directors, and three (3) directors shall serve a term of one (1) year, such directors shall constitute Group B Directors. At each annual meeting thereafter, members shall elect directors to fill the positions of the terms which are expiring for a term of two (2) years.

(c) The election shall be by secret ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast. There shall be no cumulative voting.

(d) Except with respect to directors appointed by Developer, at any regular or special meeting of the Association duly called where the meeting notice states that the purpose, or one of the purposes, of the meeting is removal of the director, any one or more of the members of the Board of Directors may be removed, with or without cause, by a majority vote of the Members and a successor may then and there be elected to fill the vacancy thus created. A director whose removal has been proposed shall be given at least seven (7) days' notice of the time, place and purpose of the meeting and shall be given an opportunity to be heard at the meeting.

(e) Vacancies in the Board of Directors occurring for any reason other than the removal of a director by vote of the Members, shall be filled by a vote of the majority of the remaining directors, even though less than a quorum, at any meeting of the Board of Directors or, in the absence of any remaining directors, vacancies may be filled by the Developer. Each person so selected shall serve the unexpired portion of the term of the director being replaced. Notwithstanding the foregoing, Developer shall fill all vacancies in the Board of Directors arising before the termination of the Period of Developer Control.

(f) Any representative of Developer serving on the Board of Directors of the Association shall not be required to disqualify himself or herself upon any vote upon any management contract or other contract or lease between Developer (or any individual, partnership or corporation affiliated with Developer) and the Association.

## ARTICLE VII

### LIMIT ON LIABILITY AND INDEMNIFICATION

7.1 Limit on Liability. In every instance in which the Virginia Nonstock Corporation Act, as it exists on the date hereof or may hereafter be amended, permits the limitation or elimination of liability of directors or officers of a corporation to the corporation or its Members or of the directors or officers of a "community association" (as defined in the Virginia Nonstock Corporation Act), any liability of the directors and officers of this Association shall be so limited or eliminated.

7.2 Mandatory Indemnification. The Association shall indemnify any individual who is, was or is threatened to be made a party to a civil, criminal, administrative, investigative or other proceeding (including a proceeding by or in the right of the

Association or by or on behalf of its Members) because such individual is or was a director or officer of the Association, a member of the Architectural Review Committee or of any other legal entity controlled by the Association, against all liabilities (including, without limitation, liabilities resulting from activities performed and decisions made on behalf of the Association) and reasonable expenses incurred by him or her on account of the proceeding, except such liabilities and expenses as are incurred because of his or her willful misconduct or knowing violation of the criminal law. Unless a determination has been made that indemnification is not permissible, the Association shall make advances and reimbursement for expenses incurred by any of the persons named above upon receipt of an undertaking from him or her to repay the same if it is ultimately determined that such individual is not entitled to indemnification. The Association is authorized to contract in advance to indemnify any of the persons named above to the extent it is required to indemnify them pursuant to this Section 7.2.

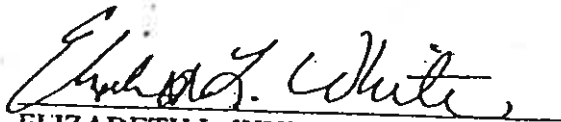
**7.3 Miscellaneous.** The rights of each person entitled to indemnification under this Article shall inure to the benefit of such person's heirs, executors and administrators. Indemnification pursuant to this Article shall not be exclusive of any other rights of indemnification to which any person may be entitled, including indemnification pursuant to a valid contract, indemnification by legal entities other than the Association and indemnification under policies of insurance purchased and maintained by the Association or others. No person shall be entitled to indemnification by the Association to the extent he or she is indemnified by another, including an insurer.

## ARTICLE VIII

### AMENDMENT

These Articles of Incorporation may be amended pursuant to Va. Code Ann. Section 13.1.886 and with the approval of the Class B Member (until the Class B membership terminates) and the vote of two-thirds of the Class A votes (including Developer as to Class A votes held by Developer).

DATED this 9th day of September, 2004.

  
ELIZABETH L. WHITE, Incorporator

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

The foregoing instrument was acknowledged before me in the County of James City, Virginia, this 9<sup>th</sup> day of September, 2004 by Elizabeth L. White, Incorporator.

*Christina D. Mundy*  
Notary Public

My commission expires: January 30, 2007

**Bylaws**  
**New Town Residential Association, Inc.**

Order: 2WRWBXS4Z  
Address: 2022 Holmes Ct E  
Order Date: 08-18-2024  
Document not for resale  
HomeWiseDocs

AMENDED BYLAWS OF NEW TOWN RESIDENTIAL ASSOCIATION, INC.

ARTICLE I

Plan of Ownership

Section 1.1. Applicability. These Amended Bylaws (the "Bylaws") provide for the governance of New Town Residential Association, Inc., a Virginia nonstock corporation (the "Association") and amend and restate any earlier Bylaws in their entirety. Capitalized terms used herein without definition shall have the meanings specified for such terms in the Articles of Incorporation of the Association (the "Articles") or in the Amended and Restated Declaration of Protective Covenants and Restrictions dated as of June 27, 2005, made by New Town Associates, LLC, a Virginia limited liability company, *et al.*, and recorded in the Clerk's Office of the Circuit Court of the City of Williamsburg and County of James City, Virginia (the "Clerk's Office"), as Instrument No. \_\_\_\_\_, as the same may hereafter be amended, restated or supplemented (the "Declaration"). As used herein, "Developer" shall mean the Developer as named in the Declaration and its successors and assigns.

Section 1.2. Compliance. Every Owner and all those entitled to occupy a Lot or Parcel shall comply with these Bylaws.

Section 1.3. Office. The principal office of the Association shall be located at the Properties or at such other place as may be designated from time to time by the Board of Directors.

ARTICLE II

Membership

Section 2.1. Membership. Every Owner of a Lot and every Owner of a Parcel shall be a Member of the Association. Membership shall be appurtenant to; and shall not be separated from, ownership of any Lot or Parcel. Upon the recordation of a deed to any Lot or Parcel, the membership of the selling Owner shall cease and the purchasing Owner shall become a member of the Association.

Section 2.2. Classes of Members. There shall be two classes of voting Members of the Association.

Class A. All Owners of Lots and Parcels including the Developer shall be Class A Members.

Class B. The Developer shall be the Class B Member. The Class B membership shall terminate upon the earlier of (i) the date on which the Developer ceases to own twenty-five percent (25%) of the land (including undeveloped Lots and Parcels) lying within New Town and the Additional Area, (ii) the date on which the Developer executes and records in the Clerk's

Office an amendment to the Declaration terminating the Class B membership, or (iii) April 1, 2020.

Section 2.3. Voting Rights.

(a) Each Class A Member including the Developer shall be entitled to cast one vote for each Lot and Parcel owned.

(b) Developer as the Class B Member shall be entitled to cast three (3) votes for each Lot and Parcel owned.

(c) Notwithstanding subsection (a) above, if a Parcel is developed for residential apartment use or an assisted care or other use wherein the Owner's Parcel is not subdivided into Lots, the Owner thereof shall be entitled to cast the product of three (3) Class A votes per acre multiplied by the acreage of the Parcel. If such product is other than a whole number, the product shall be adjusted upward to the nearest whole number.

(d) The Board of Directors may suspend the voting rights of any Member during the period when any assessment shall remain delinquent, but upon payment in full of such assessment the voting rights of such Member shall be automatically restored.

ARTICLE III

Meetings of Members

Section 3.1. Annual Meetings. The annual meeting of Members of the Association shall be held in January of each year or on such other date as determined by the Board of Directors of the Association.

Section 3.2. Special Meetings.

(a) The President shall call a special meeting of the Association if so directed by resolution of the Board of Directors or upon a petition signed and presented to the Secretary by Owners holding not less than ten percent of the Class A membership votes. The notice of any special meeting shall state the time, place and purpose thereof. Only business within the purpose or purposes described on the notice of a special meeting shall be transacted at the meeting.

(b) Within 90 days after the expiration of the Period of Developer Control, notice shall be given of a special meeting of the Members of the Association at which all of the members of the Board of Directors designated by the Developer shall resign, and the Owners, including the Developer if the Developer owns one or more Lots or Parcels, shall thereupon elect successor members of the Board of Directors as provided in the Articles.

Section 3.3. Place of Meetings. Meetings of the Members shall be held at the principal office of the Association or at such other suitable place as may be designated by the Board of Directors.

Section 3.4. Notice of Meetings. The Secretary shall mail to each Owner a notice of each annual or regularly scheduled meeting of the Association at least 14 but not more than 60 days before such meeting, stating the time, date and place thereof. Notice of any other meeting shall be given at least 25 but not more than 60 days prior to such meeting, stating the time, place and the purpose thereof. Notwithstanding the foregoing, notice of any meeting at which there shall be voted upon any amendment to the Articles, a plan of merger, a proposed sale of assets pursuant to Section 13.1-900 of the Virginia Code or the dissolution of the Association shall be given as required by Section 13.1-842 of the Virginia Code. The mailing or personal delivery of a notice of meeting in the manner provided in these Bylaws shall be considered service of notice.

Section 3.5. Adjournment of Meetings. If at any meeting of the Members a quorum is not present, Owners holding a majority of the votes who are present at such meeting in person or by permitted proxy may adjourn the meeting to a time not less than forty-eight hours after the time the original meeting was called. Notice of an adjournment of any meeting of the Association shall be posted at a community communications board in the Association offices located on the Properties or other conspicuous location and shall state the time and place for the meeting to be reconvened.

Section 3.6. Voting. Voting at all meetings of the Association shall be on the basis set forth in these Bylaws. Where the ownership of a Lot or Parcel is in more than one person, the person who shall be entitled to cast the vote appurtenant to such Lot or Parcel shall be the person named in a certificate executed by all of the Owners of such Lot or Parcel and filed with the Secretary or, in the absence of such person from the meeting, the person entitled to cast the vote appurtenant to such Lot or Parcel shall be the person owning such Lot or Parcel who is present. If more than one person owning such Lot or Parcel is present, then such vote shall be cast only in accordance with their unanimous agreement, and absent such unanimous agreement, the vote appurtenant to such Lot or Parcel may not be cast at such meeting. Such certificate shall be valid until revoked by a subsequent certificate similarly executed. Wherever the approval or disapproval of an Owner is required by the Declaration, the Articles or these Bylaws, such approval or disapproval shall be made only by the person who would be entitled to cast the vote of such Lot or Parcel at any meeting of the Association. Except where a greater number is required by law, the Declaration, the Articles or these Bylaws, (a) the Class B Member (so long as the Class B membership exists) and (b) Owners holding more than one-half of the aggregate Class A membership votes present in person or by proxy at a duly convened meeting at which a quorum is present ("Majority of Owners"), are required to adopt decisions at any meeting of the Association. If Developer owns or holds title to one or more Lots or Parcels, Developer shall have the right at any meeting of the Association to cast the Class A membership votes to which it is entitled as the owner of such Lot(s) or Parcel(s). Developer shall also have the right to cast the Class B membership vote so long as the Class B membership has not terminated. Developer, as a Member of the Association, shall not be required to disqualify itself in any vote which may come before the Association upon any management contract or other agreement, lease or matter between Developer or any individual, partnership or corporation having an identity of interest with Developer and the Association.



Section 3.7. Proxies. A vote may be cast in person or by proxy. Proxies shall be duly executed in writing by one with authority to execute deeds pursuant to the requirements of Section 13.1-847 of the Virginia Code and must be filed with the Secretary before the appointed time of the meeting. Such proxy shall be deemed revoked only upon actual receipt of notice of revocation by the person presiding over the meeting from any of the persons owning such Lot or Parcel. Except with respect to proxies in favor of a Mortgagee (hereinafter defined), no proxy shall in any event be valid for a period in excess of eleven months after the execution thereof and, in any event, any proxy shall terminate automatically upon the adjournment of the first meeting held on or after the date of the proxy.

Section 3.8. Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of the Class B Member (so long as the Class B membership exists) and Owners holding ten percent of the aggregate Class A membership votes shall constitute a quorum at all meetings of the Members of Association.

Section 3.9. Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted and a record of all other transactions occurring at the meeting. The President may appoint a person to serve as parliamentarian at any meeting of the Association.

Section 3.10. Alternative Voting Procedure. Notwithstanding any other provision of these Bylaws, to the extent permitted by the laws of Virginia and provided the Board of Directors deems it to be in the best interest of the Association, any vote to be taken of the Members upon a stated proposal or for the election of directors may be taken by mail or electronically by e-mail or similar service, and the number of votes necessary for passage of the proposal or election as a director shall be the same as if the vote were taken at a meeting.

## ARTICLE IV

### Board of Directors

Section 4.1. Number and Election. The affairs of the Association shall be managed under the direction of its Board of Directors. During the Period of Developer Control, the Board of Directors shall consist of at least three (3) directors but not more than five (5) directors, none of whom need be Members. During the Period of Developer Control, Developer shall have the right to appoint or remove any member or members of the Board of Directors. At the special meeting of the Association to be held after the expiration of the Period of Developer Control, as provided in the Articles, the directors appointed by Developer shall resign and the Class A Members (including Developer if it owns one or more Lots or Parcels) shall elect five (5) members of the Board of Directors, all of whom shall be Members. No more than two directors may be Owners in the same Neighborhood. The method of nominating and electing such directors at the special meeting and at subsequent annual meetings and the term for which each director is to be elected shall be as provided in the Articles. The removal of directors and the filling of vacancies in the Board of Directors after the expiration of the Period of Developer Control shall also be as provided in the Articles.

Section 4.2. Powers and Duties. The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are by applicable law, the Declaration, the Articles or by these Bylaws required to be exercised and done by the Association. The Board of Directors shall have the power from time to time to adopt any rules and regulations deemed necessary for the benefit and enjoyment of the Common Areas, Neighborhood Common Areas and Limited Common Areas and, to the extent provided in the Declaration, to the Properties; provided however, such rules and regulations shall not be in conflict with the Declaration, the Articles or these Bylaws. The Board of Directors may from time to time elect to have the Association treated as a "homeowner's association" within the meaning of Section 528 of the Internal Revenue Code of 1986, as amended. In addition to the duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board of Directors on behalf of the Association shall have the power and duty to:

(i) Prepare an annual budget in which there shall be established the Annual Assessments of each Owner.

(ii) Make Annual Assessments and, to the extent permitted by the Declaration, special assessments against Owners to defray the costs and expenses of the Common Areas, the Neighborhood Common Areas and the Limited Common Areas and improvements thereon and other property owned or acquired by the Association of whatsoever nature, for the discharge of taxes, for the procurement of insurance, for the establishment of reserves, for the discharge of such services and other obligations as may be imposed upon or assumed by the Association pursuant to its Articles, Bylaws, the Declaration or any Supplemental Declaration, or any cost sharing, use or cross easement arrangements entered into with any other Person, and for such other purposes as authorized by or pursuant to the Articles or Bylaws; establish the means and methods of collecting such assessments from the Owners and establish the period of the installment payments of the assessments. Unless otherwise determined by the Board of Directors and except as set forth in the Declaration, the regular assessment against each Lot and Parcel shall be payable in such intervals as established by the Board of Directors of the Association, from time to time, in connection with its adoption of the Annual Budget pursuant to these Bylaws.

(iii) Provide for the operation, care, upkeep, maintenance and servicing of the Common Areas, the Neighborhood Common Areas and the Limited Common Areas and for the provision of services to Lots pursuant to the Declaration, the Articles, the Bylaws and any Supplemental Declaration.

(iv) Designate, hire and dismiss the personnel necessary for the operation, care, upkeep, maintenance and servicing of the Common Areas, the Neighborhood Common Areas, and the Limited Common Areas and, where appropriate, provide for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties.

- (v) Collect the assessments against the Owners, deposit the proceeds thereof in bank depositories designated by the Board of Directors or prudently invest the same (for which purpose the Board of Directors may retain an investment adviser) to the extent such proceeds are not immediately required, and use the proceeds to carry out the administration of the Association.
- (vi) Enact and amend rules and regulations from time to time to govern the use and enjoyment of the Common Areas, the Neighborhood Common Areas, and the Limited Common Areas and, to the extent provided in the Declaration, the Properties, and establish fees for the use of Common Areas, the Neighborhood Common Areas and the Limited Common Areas; provided however, that no such rules and regulations so adopted shall be in conflict with the Declaration, the Articles or these Bylaws; and provided further that no such rules and regulations shall bind or be construed so as to impair in any manner the lien of any mortgage or deed of trust with respect to any Lot, Parcel, the Common Areas, the Neighborhood Common Areas or the Limited Common Areas.
- (vii) Open bank accounts on behalf of the Association and designate the signatories thereon.
- (viii) Make, or contract for the making of, repairs, additions and improvements to or alterations of the Common Areas, the Neighborhood Common Areas and the Limited Common Areas in accordance with the Declaration.
- (ix) Enforce by legal means the provisions of the Declaration, the Articles, these Bylaws and the rules and regulations promulgated pursuant thereto.
- (x) Obtain and carry insurance as provided in the Declaration and in Article IX of these Bylaws.
- (xi) Pay the cost of all authorized services rendered to the Association and not billed to Owners or otherwise provided for.
- (xii) Keep books with detailed accounts of the receipts and expenditures affecting the Association and the administration of the Common Areas, the Neighborhood Common Areas and the Limited Common Areas, specifying the expenses of maintenance and repair of the Common Areas, the Neighborhood Common Areas and the Limited Common Areas and any other expenses incurred. All books and records shall be kept in accordance with generally accepted accounting principles consistently applied (but may be on the cash method of accounting).
- (xiii) Acquire, hold and dispose of Lots, Parcels, Common Areas, Neighborhood Common Areas, Limited Common Areas and other property of whatsoever nature.
- (xiv) Do such other things and acts not inconsistent with the Declaration, the Articles or

these Bylaws which the Board of Directors may be authorized to do under applicable law or by a resolution of the Association.

(xv) Subject to Section 10.4 of these Bylaws, grant permits, licenses and easements under, through and over the Lots and Parcels (as provided in the Declaration), the Common Areas, the Neighborhood Common Areas and the Limited Common Areas for drainage, utilities, roads and access and other purposes which are reasonably necessary to the ongoing development and operation of the Common Areas, the Neighborhood Common Areas, the Limited Common Areas, and the development of the Additional Area.

(xvi) When it is authorized to do so as set forth in the Declaration, appoint members of the Architectural Review Committee.

(xvii) Make the payments, if any, due under the Developer loans described in Section 5.11 of the Declaration.

(xviii) Enter into cost sharing, use and cross easement arrangement with any other Person, including but not limited to any other property owner's association providing services in the vicinity of the Property.

#### Section 4.3. Managing Agent.

(a) Employment of Management Agent. The Board of Directors may employ for the Association a "Managing Agent" at a compensation to be established by the Board of Directors. The Developer or an affiliate of the Developer may be employed as Managing Agent. Any agreement with a Managing Agent shall be for a term not exceeding two years and must permit termination by either party without cause and without termination fee upon no more than 90 days' written notice.

(b) Duties. The Managing Agent shall perform such duties and services as the Board of Directors shall authorize, which may include but are not limited to the duties listed in Section 4.2(i), (iii), (iv), (v), (viii), (ix), (x), (xi), (xii) and (xvi) of these Bylaws. The Board of Directors may delegate to the Managing Agent all of the powers granted to the Board of Directors by these Bylaws other than the powers set forth in Section 4.2(ii), (vi), (vii), (xiii), (xiv), (xv) and (xvi) of these Bylaws.

(c) Standards. The Board of Directors may impose appropriate standards of performance upon the Managing Agent.

(d) Liaison. The Board of Directors may designate one of its members as liaison officer who shall be authorized to instruct and deal with the Managing Agent on any matter.

Section 4.4. Annual Meeting. The annual meeting of the Board of Directors shall be held promptly following the annual meeting of the Members of the Association. No notice shall

be necessary to the newly elected members of the Board of Directors in order legally to constitute such meeting, provided a quorum of the Board of Directors shall be present.

Section 4.5. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors. Notice of regular meetings of the Board of Directors shall be given to each director, by mail or hand delivery, at least three business days before the day named for such meeting.

Section 4.6. Special Meetings. Special meetings of the Board of Directors may be called by the President on one business days' notice to each director, given by mail or hand delivery, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and with like notice on the written request of at least two directors.

Section 4.7. Waiver of Notice. Any director may at any time, in writing signed by such director, waive notice of any meeting of the Board of Directors, and such waiver shall be deemed equivalent to the giving of such notice. Except in the circumstances described in Section 13.1-867B of the Virginia Code, attendance by a director at any meeting of the Board of Directors shall constitute a waiver of notice by him of the time, place and purpose of such meeting. If all directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 4.8. Quorum of Board of Directors. At all meetings of the Board of Directors a majority of the directors shall constitute a quorum for the transaction of business, and the vote of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 4.9. Compensation. No director shall receive any compensation from the Association for acting as such; however, the Board of Directors may in its discretion reimburse any director for actual expenses incurred.

Section 4.10. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep a minute book of the Board of Directors recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings.

Section 4.11. Action Without Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of Directors shall individually or collectively consent in writing to such action. Any such written consent shall be filed with the minutes of the proceedings of the Board of Directors.

Section 4.12. Telephone Meetings. The Board of Directors may permit any or all

directors to participate in any meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means is deemed to be present in person at the meeting.

Section 4.13. Service on the Board of Directors. To qualify to serve on the Board of Directors, a Member must be current in paying any and all assessments; must not be otherwise in breach of the Declaration, the Articles, these Bylaws, the Architectural Guidelines or any Rules and Regulations of the Association; and must not be a party to, or otherwise involved in, a legal action against the Association. A Member who serves on the Board of Directors and subsequently becomes delinquent in paying assessments or otherwise is in breach of the Declaration, the Articles, these Bylaws, Architectural Guidelines or any Rules and Regulations of the Association or is a party to, or otherwise involved in, a legal action against the Association, immediately shall become disqualified from service.

## ARTICLE V

### Committees and Neighborhood Advisory Committees

Section 5.1. Committees. The Board of Directors may create one or more committees and may appoint members of the Board, officers of the Association or Members to such committees. Committees shall perform such tasks and serve for such periods as may be designated by resolution adopted by the Board. Each committee shall operate in accordance with the terms of resolution of the Board of Directors designating such committee or with rules adopted by the Board. The provisions of these Bylaws which govern meetings, action without meetings, notice and waiver of notice, quorum and voting requirements of the Board of Directors shall apply to committees as well.

Section 5.2. Neighborhood Advisory Committees. The Board of Directors may create one or more Neighborhood Advisory Committees to (i) advise the Board of Directors on a proposed budget for maintenance and operation of Neighborhood Common Areas and providing other services to the Neighborhood, (ii) review and make recommendations on any applications from the Neighborhood which the Architectural Review Committee in its discretion may refer to the Neighborhood Advisory Committee for review and advice, (iii) advise the Board of Directors as to the consensus of the Members in the Neighborhood on Association matters and to bring to the attention of the Board of Directors any matters of special concern to the Neighborhood, and (iv) give advice on other matters and perform such other duties as may be requested by the Board of Directors from time to time. Committees shall perform such tasks and serve for such periods as may be designated by resolution adopted by the Board. Each committee shall operate in accordance with the terms of resolution of the Board of Directors designating such committee or with rules adopted by the Board. The provisions of these Bylaws which govern meetings, action without meetings, notice and waiver of notice, quorum and voting requirements of the Board of Directors shall apply to committees as well.

Section 5.3. Service on Committees and Neighborhood Advisory Committees. To

qualify to serve on a Committee or Neighborhood Advisory Committee, a Member must be current in paying any and all assessments; must not be otherwise in breach of the Declaration, the Articles, these Bylaws, the Architectural Guidelines or any Rules and Regulations of the Association; and must not be a party to, or otherwise involved in, a legal action against the Association. A Member who serves on a Committee or Neighborhood Advisory Committee and subsequently becomes delinquent in paying assessments or otherwise is in breach of the Declaration, the Articles, these Bylaws, Architectural Guidelines or any Rules and Regulations of the Association or is a party to, or otherwise involved in, a legal action against the Association, immediately shall become disqualified from service.

## ARTICLE VI

### Architectural Review

Section 6.1. Architectural Review Committee. There shall be an Architectural Review Committee as provided in the Declaration. The number of members, the method of their appointment or election and their duties and powers shall be as set forth in the Declaration. The provisions of these Bylaws governing meetings, action without a meeting, notice and waiver of notice and quorum and voting of the Board of Directors shall apply to the Architectural Review Committee as well.

## ARTICLE VII

### Officers

Section 7.1. Designation. The principal officers of the Association shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an assistant treasurer, an assistant secretary and such other officers as in its judgment may be desirable. The President shall be a member of the Board of Directors. Any other officers may, but need not, be members of the Board of Directors. Officers need not be members of the Association.

Section 7.2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the annual meeting of the Board of Directors and shall hold office (unless sooner removed) until the next annual meeting of the Board or until their replacements are elected.

Section 7.3. Removal of Officers. Any officer may be removed, either with or without cause, and a successor may be elected at any regular meeting of the Board of Directors or at any special meeting of the Board of Directors called for such purpose.

Section 7.4. President. The President shall be the chief executive officer of the Association, preside at all meetings of the Association and of the Board of Directors, and have all of the general powers and duties which are incident to the office of president of a corporation organized under the Virginia Nonstock Corporation Act.

Section 7.5. Vice President. The Vice President shall take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board of Directors to act in the place of the President on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him or her by the Board of Directors or by the President.

Section 7.6. Secretary. The Secretary shall keep the minutes of all meetings of the Association and of the Board of Directors; have charge of such books and papers as the Board of Directors may direct; maintain a register setting forth the place to which all notices to Owners and Mortgagees requesting notices shall be delivered; upon request by a conveying Owner, deliver statements of all unpaid assessments applicable to the Lot to be conveyed; execute notices of delinquent assessment in accordance with the Declaration; execute notices of and releases of the lien for delinquent assessments as described in the Declaration and, in general, perform all the duties incident to the office of secretary of a corporation organized under the Virginia Nonstock Corporation Act.

Section 7.7. Treasurer. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data, and be responsible for the deposit of all monies and other valuables in the name of the Board of Directors, the Association or the Managing Agent, in such depositories as may from time to time be designated by the Board of Directors; and, in general, perform all the duties incident to the office of treasurer of a corporation organized under the Virginia Nonstock Corporation Act.

Section 7.8. Compensation of Officers. No officer shall receive any compensation from the Association for acting as such; however, any officer may be reimbursed for actual expenses incurred as such officer.

## ARTICLE VIII

### Operation of the Property

Section 8.1. Fiscal Year. The fiscal year of the Association shall be the calendar year unless otherwise determined by the Board of Directors.

Section 8.2. Adoption of Budget and Establishment of Assessments. The Board of Directors shall adopt a budget (which shall include any proposed capital expenditures) for each fiscal year as set forth in the Declaration and shall establish the amount of the annual assessment for every Member subject thereto. The Board of Directors shall send written notice of each annual budget and assessment amount to every Member at least 15 days in advance of adopting the same. In adopting a budget, the Board of Directors shall provide for adequate reserves including but not limited to a reserve for the deductible on physical damage insurance policies.



The failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year after the initial budget is adopted shall not constitute a waiver or release in any manner of an Owner's obligation to pay his assessment as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget, each Owner liable therefore shall continue to pay each periodic installment at the rate established for the previous fiscal year until notice of the periodic payment which is due more than ten days after such new annual or adjusted budget shall have been delivered.

Section 8.3. Payment of Assessments. Each Owner shall pay the assessments established by the Declaration and these Bylaws. No Owner shall be liable for the payment of any part of the assessment against his Lot or Parcel and due subsequent to the date of recordation of a deed by him in fee of such Lot or Parcel to a successor Owner (except a conveyance as security for the performance of an obligation). Each Owner waives the benefit of the homestead exemption as to any assessments levied against either the Lot, the Parcel or the Owner. Each such assessment, together with the interest at the highest lawful rate, late charges as established by the Board of Directors and costs of collection (including attorneys' fees) shall also be the personal obligation of the Owner at the time the assessment fell due.

Section 8.4. Collection of Assessments. The Board of Directors, or the Managing Agent at the request of the Board of Directors, may take action to collect any assessments, interest and late charges due from any Owner. Each defaulting Owner shall also pay all costs of collection, including without limitation attorneys' fees, incurred in the collection of any unpaid assessment and shall also pay any expense incurred as a result of a check being returned to the Association without payment.

Section 8.5. Statement of Assessments and Access to Records. In addition to complying with the requirements of Section 8.6 of these Bylaws, the Board of Directors shall promptly provide any Owner, contract purchaser or Mortgagee so requesting the same in writing with a written statement of the amount of the general and any special assessment levied against a Lot or Parcel and all unpaid assessments due from such Owner. The Association shall keep detailed records of its operation and administration and make the same available for inspection as provided in Section 55-510 of the Virginia Code. The Association may impose and collect a charge, reflecting the actual cost of materials and labor, before providing copies of any books and records to a Member.

Section 8.6. Maintenance, Repair, Replacement and Other Expenses. The Association shall be responsible for such maintenance, repair and replacement of the Common Areas, Neighborhood Common Areas and Limited Common Areas as is set forth in the Declaration. Unless otherwise determined by the Board of Directors, all repairs and replacements shall be substantially similar to the original construction and installation and shall be of good quality. The method of approving payment vouchers for repairs and replacements performed by the Association shall be determined by the Board of Directors.

## ARTICLE IX

### Insurance

#### Section 9.1. General Requirements.

(a) Purchase of Insurance. All insurance policies relating to Common Areas, Neighborhood Common Areas and Limited Common Areas shall be purchased by the Association. Neither the Board of Directors nor the Managing Agent nor the Developer shall be liable for failure to obtain any coverage required by the Declaration, by this Article IX or for any loss or damage resulting from such failure if such failure is due to the unavailability of such coverages from reputable insurance companies, or if such coverage is available only at unreasonable cost.

(b) Required Provisions in Policies. Each insurance policy for the Common Areas, Neighborhood Common Areas and Limited Common Areas shall provide that:

- (i) The insurer waives any right to claim (A) by way of subrogation against the Developer, the Association, the Board of Directors, the Managing Agent or the Owners, and their respective lessees, and (B) invalidity arising from acts of the insured.
- (ii) Such policy may not be cancelled, not renewed or substantially modified without at least fifteen (15) days prior written notice to the Association and the Managing Agent, and in the case of physical damage and fidelity insurance, to all Owners and Mortgagees and mortgage loan servicers.

(c) Developer. The Developer, so long as Developer shall own any Lot or Parcel, shall benefit from all such policies in the same manner as other Owners, in addition to any other capacity specified herein.

(d) Insurance Companies. All policies of insurance shall be written by reputable companies licensed to do business in the Commonwealth of Virginia and, in the case of the physical damage insurance, holding a rating of B/III or better by Best's Insurance Reports.

#### Section 9.2. Physical Damage Insurance.

(a) All Risk Coverage. The Association shall obtain and maintain a policy of insurance against fire and such other hazards within the meaning of "all risk" insuring the improvements to the Common Areas, Neighborhood Common Areas and Limited Common Areas (including fixtures and building service equipment and personal property), naming the Association as insured for the use and benefit of all Owners in an amount equal to not less than 100% of the then current replacement cost of the improvements to the Common Areas, Neighborhood Common Areas and Limited Common Areas (exclusive of land, excavations, foundations and other items usually excluded from such coverage), such amount to be

redetermined annually by the Board of Directors with the assistance of the insurance company affording such coverage. Any deductible shall not exceed the lesser of \$10,000 or 1% of the amount of coverage and such deductible shall be considered in establishing the level of reserves.

(b) Required Provisions. Such policy shall also provide (unless otherwise provided):

(i) A waiver of any right of the insurer to repair, rebuild or replace any damage or destruction if a decision is made not to do so.

(ii) The following endorsements (or equivalent) if applicable and available: (A) "contingent liability from operation of building laws", "demolition cost" and "increased cost of construction", (B) "agreed amount" or its equivalent and "inflation guard," and (C) "steam boiler and machinery coverage" with minimum liability per accident of not less than the lesser of the insurable value of the building housing the boiler or machinery or \$2,000,000.00.

(iii) That any "no other insurance" clause expressly excludes individual Owners' policies from its operation so that the physical damage policy purchased by the Board of Directors shall be deemed primary coverage and any individual Owners' policies shall be deemed excess coverage, and in no event shall the insurance coverage obtained and maintained by the Board of Directors hereunder provide for or be brought into contribution with insurance purchased by individual Owners or their Mortgagees, unless otherwise required by law.

(c) Delivery of Policies to Mortgagees. A duplicate original of the policy of physical damage insurance, all renewals thereof, and any subpolicies or certificates and endorsements issued thereunder together with proof of payment of premiums shall be delivered by the insurer at least ten days prior to the expiration of the then current policy to any Mortgagee requesting the same.

(d) Prohibited Provisions. The Association shall not obtain a policy where (i) under the terms of the carrier's charter, bylaws or policy, contributions or assessments may be made against any Owner or Mortgagee or mortgage loan servicer or become a lien on the Properties; or (ii) by the terms of the carrier's charter, bylaws or policy, loss payments are contingent upon action by the carrier's board of directors, policyholders or members; or (iii) the policy includes any limiting clauses (other than insurance conditions) which could prevent the Association from collecting insurance proceeds.

Section 9.3. Liability Insurance. The Association shall obtain and maintain comprehensive general public liability and property damage insurance in such limits as the Board of Directors may from time to time determine (but not less than \$1,000,000 for bodily injury or property damage), insuring the Association, each member of the Board of Directors, the Managing Agent, each Owner and the Developer against any liability to the public or to the Owners (and their invitees, agents and employees) arising out of, or incident to the ownership and/or use of the Common Areas, Neighborhood Common Areas, Limited Common Areas and

other areas (if any) under the supervision of the Association including, to the extent applicable and available: host liquor liability, elevator collision liability, comprehensive automobile liability, contractual liability, garage keeper's liability and bailee's liability. Such insurance shall be issued on a comprehensive liability basis and shall contain a "severability of interest" endorsement which shall preclude the insurer from denying liability to an Owner because of negligent acts of the Association or of another Owner. The Board of Directors shall review such limits once each year. "Umbrella" liability insurance in excess of the primary limits may also be obtained.

Section 9.4. Other Insurance. The Association shall obtain and maintain:

(i) Fidelity coverage to protect against dishonest acts on the part of officers, directors, employees and agents (including the Managing Agent) of the Association and all others who handle, or are responsible for handling, funds of the Association. Such fidelity bonds shall: (A) name the Association as an obligee; B) be written in an amount to cover the maximum funds that will be in the custody of the Association or the Managing Agent at any time and in any event not less than three (3) months' aggregate assessments on all Lots and Parcels plus reserves; and (C) contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression;

(ii) Workers' compensation and employer's liability insurance if and to the extent necessary to meet the requirements of law and which, if carried, shall name the Managing Agent as an additional insured; and

(iii) Such other insurance as the Board of Directors may determine or as may be requested from time to time by Owners of a majority of the Lots and Parcels.

Section 9.5. Separate Insurance by Owners. Each Owner shall, at his own expense, obtain insurance for his own Lot or Parcel and improvements thereon and for his own benefit; provided, however, that no Owner shall obtain such insurance coverage so as to decrease the amount which the Association, on behalf of all Owners, may realize under any insurance policy maintained by the Association or to cause any insurance coverage maintained by the Association to be brought into contribution with insurance coverage obtained by an Owner. Each Owner shall obtain liability insurance with respect to his Lot or Parcel in the amount of at least \$100,000.00. All such policies shall contain waivers of subrogation as against the Association and its Board of Directors, the Developer and the Managing Agent, and their respective agents and employees. No Owner shall obtain separate insurance policies in conflict with this Section 9.5.

Section 9.6. Board of Directors as Agent. The Board of Directors is hereby irrevocably appointed the agent and attorney-in-fact (coupled with an interest) for each Owner, each Mortgagee, other named insureds and their beneficiaries and any other holder of a lien or other interest in the Property to adjust and settle all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims and to pursue

and settle all claims arising out of the taking by way of eminent domain of any of the Common Area, Neighborhood Common Area or Limited Common Area.

## ARTICLE X

### Mortgages

Section 10.1. Notice to Board of Directors. An Owner who acquires a Lot or Parcel shall promptly notify the Board of Directors of his name and address. Any holder or beneficiary of a mortgage or deed of trust on a Lot or Parcel ("Mortgagee") may give written notice to the Association of its name and address and the address of the Lot or Parcel to which its mortgage applies.

Section 10.2. Notice of Default, Casualty or Condemnation. Upon request, the Association shall give notice to any Mortgagee of the Owner's default in paying an assessment or any other default with respect to that Mortgagee's Lot or Parcel which has not been cured within 60 days of the date such assessment became due or the date the Association notified such Owner of the default, respectively.

Section 10.3. Other Rights of Mortgagees. Upon written request, any Mortgagee shall be entitled to receive written notice of meetings of the Association, and all Mortgagees or their designees shall be entitled to attend meetings of the Association and shall have the right of a member to speak at such meetings. All Mortgagees shall have the right of a member to examine the books and records of the Association.

Section 10.4. Mortgagees' Approvals. Unless two-thirds of the Mortgagees holding first liens on Lots and Parcels (voting on the basis of one vote for each Mortgage owned) or two-thirds of the Owners (other than Developer) of Lots and Parcels, have given their prior written approval, the Association shall not be entitled to:

- (i) By act or omission materially change, waive or abandon any scheme of regulations or their enforcement pertaining to the architectural design or the exterior appearance of Lots and Parcels, the maintenance of the Common Area, Neighborhood Common Area or Limited Common Area walks, common fences and driveways and the upkeep of lawns and plantings in the Properties; or
- (ii) Change the method of determining the obligations, assessments, dues or other charges that may be levied against an Owner of a Lot or Parcel, provided, however, that the method of determining the assessments against Lots in one Neighborhood may differ from the method for Lots in other Neighborhoods;
- (iii) By act or omission, seek to abandon, partition, subdivide, mortgage, sell or transfer the Common Areas, Neighborhood Common Areas or Limited Common Areas other than those transfers and conveyances expressly authorized in the Declaration (except that the granting of easements for public utilities or for other public purposes

consistent with the intended use of the Common Areas, Neighborhood Common Areas or Limited Common Areas by the Properties shall not be deemed a transfer within the meaning of this clause);

(iv) Use hazard insurance proceeds for losses to any portion of the Common Areas, Neighborhood Common Areas or Limited Common Areas for other than the repair, replacement or reconstruction of the Common Areas, Neighborhood Common Areas or Limited Common Areas; or

(v) Fail to maintain fire and extended coverage on insurable Common Areas, Neighborhood Common Areas or Limited Common Areas on a current replacement cost basis in an amount at least equal to 100% of the insurable current replacement cost (provided such insurance is available from reputable insurance companies at reasonable cost).

Section 10.5. Payment of Charges. First Mortgagees of Lots and Parcels may:

(vi) jointly or singly pay taxes or other charges that are in default and that may have become charges against the Common Areas, Neighborhood Common Areas or Limited Common Areas; and

(vii) pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage for the Common Areas, Neighborhood Common Areas or Limited Common Areas in case of lapse of a policy.

First Mortgagees making such payments are due immediate reimbursement from the Association, and upon request by a First Mortgagee the Association shall execute an agreement reflecting the foregoing in favor of all first Mortgagees of Lots and Parcels.

## ARTICLE XI

### Miscellaneous

Section 11.1. Notices. All notices, demands, requests, statements or other communications under these Bylaws shall be in writing and shall be either delivered by overnight express mail, in person or if sent by U.S. first class mail, postage prepaid, return receipt requested, (i) if to an Owner, at the address which the Owner shall designate in writing and file with the Secretary or, if no such address is designated, at the address of the Lot or Parcel of such Owner, or (ii) if to the Association, c/o New Town Associates, LLC, 4801 Courthouse Street, Suite 329, Williamsburg, Virginia, 23188, Attention: Secretary, with copies to Elizabeth L. White, Esq., Kaufman & Canoles, 4801 Courthouse Street, Suite 300, Post Office Box 6000, Williamsburg, Virginia 23188, or at such other address as shall be designated by notice in writing to the Owners pursuant to this Section, or (iii) if to a Mortgagee, to the address provided by the Owner or to such other address as the Mortgagee may specify by written notice to the Association. All such notices, demands, requests, statements or other communications shall be

deemed to have been given when sent to the appropriate address above. Rejection or other refusal to accept shall not invalidate the effectiveness of any notice, demand, request, statement or other communication.

Section 11.2. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws or the intent of any provision thereof.

Section 11.3. Gender, Etc. The use of the masculine gender in these Bylaws shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires.

Section 11.4. Construction. These Bylaws are intended to comply with applicable laws and shall be so interpreted and applied. In the event of conflict between the Declaration or the Articles and these Bylaws, the Declaration or Articles shall control.

Section 11.5. Amendments. These Bylaws may be amended (i) by the Board of Directors during the Period of Developer Control and (ii) thereafter by a vote of at least two-thirds (2/3) of the Class A votes entitled to be cast by Members present at a duly convened meeting at which a quorum is present. For purposes of this Section 11.5, the presence in person or by proxy of Members entitled to cast 50% of the aggregate Class A membership votes shall constitute a quorum; however, to the extent any such amendment would be inconsistent with the Declaration, such amendment shall be adopted in the same fashion as an amendment to the Declaration.

**Declaration-CC&Rs**  
**New Town Residential Association, Inc.**

Order: 2WRWBXS4Z  
Address: 2022 Holmes Ct E  
Order Date: 08-18-2024  
Document not for resale  
HomeWiseDocs



050014430

**AMENDED AND RESTATED MASTER DECLARATION OF PROTECTIVE  
COVENANTS AND RESTRICTIONS**

**NEW TOWN (RESIDENTIAL)**

Prepared by:  
Kaufman & Canoles  
4801 Courthouse Street, Suite 300  
P.O. Box 6000  
Williamsburg, Virginia 23188

Tax Map No:  
(38-4)(1-50)  
(38-4)(26-0-0001)  
(38-4)(01-0-0050)

TABLE OF CONTENTS

NEW TOWN  
(Residential)

AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS AND  
RESTRICTIONS

ARTICLE I  
DEFINITIONS

|               |  |    |
|---------------|--|----|
| Section 1.1.  | "Additional Area" .....                | 7  |
| Section 1.2.  | "Annual Assessment" .....              | 7  |
| Section 1.3.  | "Architectural Review Committee" ..... | 7  |
| Section 1.4.  | "Articles" .....                       | 7  |
| Section 1.5.  | "Association" .....                    | 7  |
| Section 1.6.  | "Bylaws" .....                         | 7  |
| Section 1.7.  | "Clerk's Office" .....                 | 7  |
| Section 1.8.  | "Common Area" .....                    | 7  |
| Section 1.9.  | "Declaration" .....                    | 8  |
| Section 1.10. | "Developer" .....                      | 8  |
| Section 1.11. | "General Assessments" .....            | 8  |
| Section 1.12. | "Governing Documents" .....            | 8  |
| Section 1.13. | "Improvement" .....                    | 8  |
| Section 1.14. | "Limited Common Area" .....            | 9  |
| Section 1.15. | "Lot" .....                            | 9  |
| Section 1.16. | "Member" .....                         | 9  |
| Section 1.17. | "Neighborhood" .....                   | 9  |
| Section 1.18. | "Neighborhood Assessment" .....        | 9  |
| Section 1.19. | "Neighborhood Common Area" .....       | 9  |
| Section 1.20. | "Owner" .....                          | 9  |
| Section 1.21. | "Person" .....                         | 9  |
| Section 1.22. | "Parcel" .....                         | 9  |
| Section 1.23. | "Parcel Developer" .....               | 10 |
| Section 1.24. | "Property" or "Properties" .....       | 10 |
| Section 1.25. | "Supplemental Declaration" .....       | 10 |
| Section 1.26. | "Virginia Code" .....                  | 10 |
| Section 1.27. | "Zoning Ordinance" .....               | 10 |

ARTICLE II  
ADDITIONS TO THE PROPERTIES

|              |   |    |
|--------------|---|----|
| Section 2.1. | Additional Area .....                                 | 11 |
| Section 2.2. | Right to Subject Additional Area to Declaration ..... | 11 |
| Section 2.3. | Additional Provisions .....                           | 12 |

|              |   |    |
|--------------|---|----|
| Section 2.4. | Power Not Exhausted by One Exercise, Etc..... | 12 |
| Section 2.5. | Development of Additional Area.....           | 12 |
| Section 2.6. | Withdrawal.....                               | 12 |
| Section 2.7. | Master Plan.....                              | 13 |

**ARTICLE III  
OWNERS ASSOCIATION**

|              |  |    |
|--------------|--|----|
| Section 3.1. | Membership.....  | 13 |
| Section 3.2. | Classes of Membership.....   | 13 |
| Section 3.3. | Voting Rights.....   | 13 |
| Section 3.4. | Suspension of Voting Rights.....                                     | 14 |
| Section 3.5. | Articles and Bylaws to Govern; Property Owners' Association Act..... | 14 |
| Section 3.6. | Neighborhoods.....   | 14 |

**ARTICLE IV  
COMMON AREA**

|               |   |    |
|---------------|---|----|
| Section 4.1.  | Obligations of the Association.....   | 14 |
| Section 4.2.  | Owners' Rights of Enjoyment and Use of Common Areas.....  | 15 |
| Section 4.3.  | Owners' Rights of Enjoyment and Use of Neighborhood Common Areas.....   | 15 |
| Section 4.4.  | Limited Common Areas.....   | 16 |
| Section 4.5.  | General Limitations on Owners' Rights.....  | 17 |
| Section 4.6.  | Delegation of Use.....  | 18 |
| Section 4.7.  | Damage or Destruction of Common Area, Limited Common Area or Neighborhood Common Area by Owner.....                             | 18 |
| Section 4.8.  | Rights in Common Areas, Limited Common Areas and Neighborhood Common Areas Reserved by Developer and/or a Parcel Developer..... | 18 |
| Section 4.9.  | Title to Common Area, Limited Common Area and Neighborhood Common Area.....   | 18 |
| Section 4.10. | Veterans Administration Approval.....   | 19 |
| Section 4.11. | Reservation of Rights Regarding Common Area, Limited Common Area and Neighborhood Common Area.....                              | 19 |

**ARTICLE V  
ASSESSMENTS**

|              |   |    |
|--------------|---|----|
| Section 5.1. | Creation of the Lien and Personal Obligation for Assessments..... | 19 |
| Section 5.2. | Purpose of Assessments.....                                       | 20 |
| Section 5.3. | Annual Assessments.....   | 20 |
| Section 5.4. | Special Assessments.....  | 22 |
| Section 5.5. | Date of Commencement of Annual Assessments.....                   | 22 |
| Section 5.6. | Effect of Nonpayment of Assessments; Remedies of Association..... | 22 |

|               |  |    |
|---------------|--|----|
| Section 5.7.  | Subordination of Lien to Mortgages ..... | 23 |
| Section 5.8.  | Exempt Property .....                    | 23 |
| Section 5.9.  | Annual Budget .....                      | 23 |
| Section 5.10. | Capitalization of Association .....      | 23 |
| Section 5.11. | Loans by Developer .....                 | 23 |

**ARTICLE VI  
ARCHITECTURAL CONTROL**

|              |  |    |
|--------------|--|----|
| Section 6.1. | Architectural Review Committee .....                           | 24 |
| Section 6.2. | Plans to be Submitted .....                                    | 24 |
| Section 6.3. | Consultation with Architects, etc.; Administrative Fee .....   | 25 |
| Section 6.4. | Approval of Plans .....  | 26 |
| Section 6.5. | No Structures to be Constructed, etc. Without Approval .....   | 26 |
| Section 6.6. | Guidelines May Be Established .....                            | 26 |
| Section 6.7. | Limitation of Liability .....                                  | 26 |
| Section 6.8. | Other Responsibilities of Architectural Review Committee ..... | 27 |
| Section 6.9. | New Town Design Review .....                                   | 27 |

**ARTICLE VII  
USE OF PROPERTY**

|              |   |    |
|--------------|---|----|
| Section 7.1. | Protective Covenants .....  | 27 |
| Section 7.2. | Maintenance of Property .....   | 35 |
| Section 7.3. | Sales by Parcel Developers and Resales of Lots by Owners Other Than Developer ..... | 36 |
| Section 7.4. | Security .....  | 36 |

**ARTICLE VIII  
EASEMENTS**

|               |   |    |
|---------------|---|----|
| Section 8.1.  | Utility Easements .....                                       | 37 |
| Section 8.2.  | Erosion Control .....   | 37 |
| Section 8.3.  | Maintenance of Lots and Parcels .....                         | 38 |
| Section 8.4.  | Construction Easements and Rights .....                       | 38 |
| Section 8.5.  | Right of Entry for Governmental Personnel .....               | 38 |
| Section 8.6.  | Easement for Landscaping, Signs and Related Purposes .....    | 38 |
| Section 8.7.  | Easement for Use of Water Bodies and Irrigation .....         | 39 |
| Section 8.8.  | Easement for Encroachment .....                               | 39 |
| Section 8.9.  | Easements to Serve Additional Area .....                      | 40 |
| Section 8.10. | Utility, Walkway, Landscaping and Right-of-Way Easement ..... | 40 |

**ARTICLE IX  
GENERAL PROVISIONS**

|              |                |    |
|--------------|----------------|----|
| Section 9.1. | Duration ..... | 40 |
|--------------|----------------|----|

Section 9.2. Amendments .....41  
Section 9.3. Enforcement.....41  
Section 9.4. Limitations .....41  
Section 9.5. Severability .....42  
Section 9.6. Conflict .....42  
Section 9.7. Interpretation.....42  
Section 9.8. Use of the Words "New Town" or "New Town Residential Association" .....42  
Section 9.9. [RESERVED] .....42  
Section 9.10. Approvals and Consents .....42  
Section 9.11. Assignment of Developer's Rights.....42  
Section 9.12. Successors and Assigns.....42  
Section 9.13. Compliance with Property Owners' Association Act .....43

ARTICLE X  
DISSOLUTION OF THE ASSOCIATION

Dissolution of the Association.....43

ARTICLE XI  
NOTICES

Notices .....43

EXHIBIT A

Legal Description.....49

EXHIBIT B

Legal Description of Additional Area.....50

**AMENDED AND RESTATED MASTER DECLARATION OF PROTECTIVE  
COVENANTS AND RESTRICTIONS  
FOR  
NEW TOWN (RESIDENTIAL)**

THIS AMENDED AND RESTATED MASTER DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS ("this Declaration") is made this 27<sup>th</sup> day of June, 2005 by NEW TOWN ASSOCIATES, LLC, a Virginia limited liability company ("Developer"), NEWTOWN OF WILLIAMSBURG, VA., L.L.C., a Virginia limited liability company ("NWV"), G.C.R., INC., a Virginia corporation ("GCR") and HHJV, LLC, a Virginia limited liability company ("HHJV"); [collectively, the foregoing parties are each named herein as "Grantor" and "Grantee" for purposes of recording].

**RECITALS**

- A. By instrument entitled "Master Declaration of Protective Covenants and Restrictions New Town (Residential)," dated May 19, 2004 and recorded in the Clerk's Office of the Circuit Court of the City of Williamsburg and County of James City, Virginia (the "Clerk's Office") as Instrument No. 040013865 (the "Original Declaration"), New Town Associates, LLC, a Virginia limited liability company, as "Developer" subjected certain real property more particularly described in Exhibit A thereto to certain covenants, easements, liens, charges and restrictions set forth therein.
- B. Article IX, Section 9.2 of the Original Declaration provides that the Original Declaration may be amended by a vote of two-thirds of the sum of: (A) the Class A votes (including Developer as to Class A votes held by Developer), plus (B) the Class B votes (if any).
- C. By Deeds (i) dated June 23, 2004 and recorded in the Clerk's Office as Instrument No. 040016174, and (ii) dated August 11, 2004 and recorded in the Clerk's Office as Instrument No. 040020939, Developer conveyed to NWV certain real property as more particularly described in such Deeds comprising a portion of the property shown on Exhibit A of the Original Declaration.
- D. By Deeds (i) dated March 2, 2005 and recorded in the Clerk's Office as Instrument No. 050004591, and (ii) dated April 28, 2005 and recorded in the Clerk's Office as Instrument No. 050010183, NWV conveyed to GCR certain real property as more particularly described in such Deeds comprising a portion of the property shown on Exhibit A of the Original Declaration.
- E. By Deed dated April 28, 2005 and recorded in the Clerk's Office as Instrument No. 050010283, NWV conveyed to HHJV certain real property as more

particularly described in such Deed comprising a portion of the property shown on Exhibit A of the Original Declaration.

F. Developer, NWV, GCR and HHJV are all of the owners of the property previously subjected to the Original Declaration and are all of the Class A Members of the "Association" (as hereinafter defined) and Developer is the Sole Class B Member.

G. Developer, NWV, GCR and HHJV desire to amend and restate the Original Declaration in its entirety as set forth herein.

NOW, THEREFORE, Developer and NWV, GCR and HHJV hereby amend and restate the Original Declaration in its entirety as hereinafter provided. Upon recordation of this Declaration in the Clerk's Office, this Declaration shall replace the Original Declaration.

## ARTICLE I

### DEFINITIONS

Section 1.1. "Additional Area" shall have the meaning set forth in Section 2.1 of this Declaration.

Section 1.2. "Annual Assessment" shall have the meaning set forth in Section 5.3 of this Declaration.

Section 1.3. "Architectural Review Committee" shall have the meaning set forth in Section 6.1 of this Declaration.

Section 1.4. "Articles" means the Articles of Incorporation of New Town Residential Association, Inc., as the same may be amended from time to time.

Section 1.5. "Association" means the New Town Residential Association, Inc., a Virginia nonstock corporation, its successors and assigns.

Section 1.6. "Bylaws" means the Bylaws of New Town Residential Association, Inc., as the same may be amended from time to time.

Section 1.7. "Clerk's Office" means the Clerk's Office of the Circuit Court of the City of Williamsburg and County of James City, Virginia.

Section 1.8. "Common Area" means (i) real estate and or easements specifically designated as "Common Area" or "Common Area Easement" on recorded plats of the Properties (except as may be provided otherwise in a recorded Supplemental Declaration), in any Supplemental Declaration or in any amendment to this Declaration

or in any other instrument executed by Developer and recorded in the Clerk's Office; (ii) the portions of the Properties, if any, designated for "open space," "buffer zones," "scenic easements," "conservation areas," "landscape easement" and "BMP" or similar purposes on recorded plats of the Properties and conveyed (by deed, plat dedication or easement) to and accepted by the Association; and (iii) all other real property easements, and improvements or facilities now or hereafter owned by the Association which are intended to be devoted to the common use and enjoyment of the Owners. The Common Area includes or may in the future include, without limitation, certain streets which are not dedicated to the public, certain alleyways and access drives providing access to and from residential Lots and Parcels, entrance signs and entry features, landscaping easements, certain fencing, medians located within or adjacent to streets within the Properties, certain parks and open space areas, one or more storm water detention ponds or "BMP's", areas set aside for pedestrian and/or bicycle paths and other recreational facilities intended to be used by the Owners. Portions of the Common Area may be designated by the Developer pursuant to Section 4.4 hereof as "Limited Common Areas" for the exclusive use of one or more but less than all of the Owners. At Developer's option, Common Area may be for the benefit of both the Property and any other property (whether residential or commercial in nature) that is part of the Additional Area even if such property is not subjected to this Declaration. At Developer's option, the Property may be served by one or more area-wide BMP's which also serve other property in New Town and which may or may not be designated as "Common Area" of the Association; provided, however, that appropriate cross-easements and cost sharing agreements will be established in such instances.

Section 1.9. "Declaration" means this Amended and Restated Master Declaration of Protective Covenants and Restrictions, as the same may from time to time be supplemented, modified, restated and amended.

Section 1.10. "Developer" means New Town Associates, LLC, a Virginia limited liability company, and its successors as "Developer" of the Properties to whom New Town Associates, LLC, has assigned its rights hereunder by instrument recorded in the Clerks' Office as provided in Section 9.11.

Section 1.11. "General Assessments" shall have the meaning set forth in Section 5.3 of the Declaration.

Section 1.12. "Governing Documents" means the Articles, the Bylaws, this Declaration and any Supplemental Declaration, as the same may be amended or supplemented from time to time.

Section 1.13. "Improvement" shall have the meaning set forth in Section 6.2 of this Declaration.



Section 1.14. "Limited Common Area" means a portion of the Common Area designated by the Developer pursuant to Section 4.4 hereof for the exclusive use of one or more but less than all of the Owners.

Section 1.15. "Lot" means any lot which is shown on a recorded subdivision plat of a Neighborhood (or any subsequently recorded subdivision plat) or, with respect to condominiums, a governmentally approved site plan, and on which is constructed or is to be constructed (i) a single family, detached residence; (ii) a townhouse; (iii) a zero lot line residence or other type of cluster house; or (iv) any residential condominium unit within a condominium created pursuant to the Condominium Act of Virginia, §55-79.39 et seq. of the Virginia Code, as the same may be amended from time to time. The term "Lot" shall not include any portion of the Properties which at the time in question is not included in a recorded subdivision plat of a Neighborhood, nor shall "Lot" include Common Areas, Neighborhood Common Areas, Limited Common Areas, public streets or property dedicated to and accepted by a public authority.

Section 1.16. "Member" means every person or entity who holds membership in the Association.

Section 1.17. "Neighborhood" means one (1) or more Lots identified as a neighborhood in a Supplemental Declaration.

Section 1.18. "Neighborhood Assessment" shall have the meaning set forth in Section 5.3 of this Declaration.

Section 1.19. "Neighborhood Common Area" means the real property and any improvements thereon which is for the primary use and enjoyment of Owners residing in such Neighborhood and which is designated as Neighborhood Common Area on the recorded plat of subdivision for the Neighborhood or described as such in a Supplemental Declaration applicable to the Neighborhood.

Section 1.20. "Owner" means the record holder, whether one or more persons or entities, of fee simple title to any Lot or Parcel, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.21. "Person" means any natural person, corporation, limited liability company, joint venture, partnership, association, joint stock company, trust, unincorporated organization or government or any agency or subdivision thereof or any other separate legal entity. "Person" shall also mean and include, without limitation, a property or condominium unit owners association.

Section 1.22. "Parcel" means any portion of the Properties subdivided from the residue thereof for the purpose of either (i) resubdivision into Lots, (ii) the creation of a residential condominium and condominium units pursuant to the Condominium Act of

Virginia, § 55-75.39 et seq. of the Virginia Code, as the same may be amended from time to time, or (iii) the construction of residential apartments thereon.

Section 1.23. "Parcel Developer" means any person or entity who purchases a Parcel for the purpose of development and sale of Lots (including, without limitation, condominium units) or development of residential apartments.

Section 1.24. "Property" or "Properties" means the real property described on Exhibit A attached hereto, together with such other real property as may from time to time be subjected in whole or in part to this Declaration by Developer pursuant to Article II hereof as and when such other real property is subjected.

Section 1.25. "Supplemental Declaration" shall have the meaning set forth in Section 2.3 hereof.

Section 1.26. "Virginia Code" shall mean the Code of Virginia (1950), as in effect on the first date of recordation of this Declaration and as amended from time to time thereafter. Except as otherwise expressly permitted herein, if any sections of the Virginia Code referred to in this Declaration are hereafter repealed or recodified, each such reference shall be deemed to apply to the section of the Virginia Code that is the successor to the previous section referred to herein, or, if there is no successor section, such reference shall be interpreted as if the section had not been repealed.

Section 1.27. "Zoning Ordinance" means any ordinance, regulation or provision enacted by the applicable governing body of the County of James City, Virginia, regulating, restricting, permitting or prohibiting the use of land and the construction of improvements thereon and, for the purpose of this definition, shall include the conditions and provisions of any conditional use permit affecting any portion of the Property or any other government-controlled or directed process affecting any portion of the Property. Without limiting the generality of the foregoing, "Zoning Ordinance" also includes (i) the New Town Proffers dated as of December 9, 1997 made by Developer's predecessor in title, C.C. Casey Limited Company, and accepted by James City County (the "New Town Proffers"), as the same may be amended, modified, supplemented or amended and restated from time to time (including, without limitation, certain amendments referenced below); and (ii) any other proffers which are applicable to all or any portion of the Property, as the same may be amended, modified, supplemented or amended and restated from time to time. With respect to those certain parcels of land shown and set out as Sections 2 and 4 on the Master Plan entitled "New Town Sections 2 and 4 Amended Master Plan," dated June, 2001, revised September 14, 2001, amended June 23, 2003, and revised September 1, 2004 (hereinafter referred to as "Sections 2 and 4"), the proffers entitled "New Town – Sections 2 and 4 – Proffers" dated November 1, 2001, made by Developer and recorded in the Clerk's Office as Instrument No. 010023715 (the "Sections 2 and 4 Proffers") superceded and amended and restated in their entirety the New Town Proffers as to Sections 2 and 4. Pursuant to the proffers entitled "Supplemental Proffers –

New Town – Sections 2 and 4" dated October 3, 2003, made by Developer and recorded in the Clerk's Office as Instrument No. 030032005, the Sections 2 and 4 Proffers were further supplemented and amended. With respect to those certain parcels of land shown and set out as Sections 3 and 6 on the Master Plan entitled "New Town Sections 3 and 6 Amended Master Plan," dated June 1, 2004 and revised June 21, 2004 (hereinafter referred to as "Sections 3 and 6"), the proffers entitled "New Town – Sections 3 and 6 – Proffers" dated October 25, 2004, made by Developer and recorded in the Clerk's Office as Instrument No. 040027471 (the "Sections 3 and 6 Proffers") superceded and amended and restated in their entirety the New Town Proffers as to Sections 3 and 6. As and when additional parcels of land within the Property and the Additional Area are rezoned, it is anticipated that the New Town Proffers will be amended and restated as to each parcel of land rezoned.

## ARTICLE II

### ADDITIONS TO THE PROPERTIES

Section 2.1. Additional Area. The real estate which is subject to this Declaration as of the date of its recordation in the Clerks' Office is described in Exhibit A hereto. Developer contemplates the extension of this Declaration to the real estate described in Exhibit B hereto or portions thereof and the possible extension of this Declaration to other real estate located within a two (2) mile radius of the real estate described in Exhibits A and B (collectively, the "Additional Area"). However, Developer shall not be obligated to bring all or any part of the Additional Area within the scheme of development established by this Declaration, and no negative reciprocal easement shall arise out of this Declaration so as to benefit or bind any portion of the Property or the Additional Area until such portion of the Additional Area is expressly subjected to the provisions of this Declaration in accordance with Section 2.2 below and then such portion of the Additional Area shall be subject to any additions, deletions and modifications as are made pursuant to Section 2.2.

Section 2.2. Right to Subject Additional Area to Declaration. Developer reserves the right, at its discretion, at such time or times as it shall determine on or before April 1, 2020, to subject the Additional Area, or such portions thereof as Developer shall determine, together with improvements thereon and easements, rights and appurtenances thereunto belonging or appertaining, to the provisions of this Declaration in whole or in part. Any portion of the Additional Area which is not, on or before April 1, 2020, subjected to the provisions of this Declaration in whole or in part pursuant to this Section 2.2 and thereby constituted a part of the "Properties," shall cease to be Additional Area. Each of the additions authorized pursuant to this Section 2.2 shall be made by Developer's recordation in the Clerk's Office of a supplemental declaration ("Supplemental Declaration") describing the portion(s) of the Additional Area subjected to this Declaration. If record title to the portion of the Additional Area being subjected to this Declaration is held by any Person other than Developer, then such Person shall join

in and execute the Supplemental Declaration along with Developer. Each Supplemental Declaration may contain such additions, deletions and modifications to the provisions of this Declaration as may be desired by Developer. However, no negative reciprocal easement shall arise out of any additions, deletions or modifications to this Declaration made in the instruments which subject the Additional Area to this Declaration except as to the real estate expressly subject to such additions, deletions and modifications. The foregoing notwithstanding, if Developer desires to subject all or any portion of any of the Additional Area not described in Exhibit B hereto, such action will require the approval of the Veterans Administration prior to the annexation of such Additional Area.

Section 2.3. Additional Provisions. In addition to subjecting the Additional Area to this Declaration as provided in Section 2.2, Developer may, in its discretion, execute and record one or more Supplemental Declarations for the purpose of establishing certain additional or different covenants, easements and restrictions (including, without limitation, a different level of assessments and/or the attribution of parking spaces as and when required under the Zoning Ordinance) applicable to a specific Neighborhood or Neighborhoods or certain specified Lot(s) and/or Parcel(s). However, no negative reciprocal easement shall arise out of any Supplemental Declaration so as to bind any real property not expressly subjected thereto.

Section 2.4. Power Not Exhausted by One Exercise, Etc. No exercise of the power granted Developer hereunder as to any portion of the Additional Area shall be deemed to be an exhaustion of such power as to other portion(s) of the Additional Area not so subjected to the provisions hereof or to the provisions of a Supplemental Declaration. The discretionary right of Developer to subject the Additional Area to the provisions of this Declaration or a Supplemental Declaration is not conditioned upon or subject to the approval of other Owners and therefore the requirements set forth in Section 9.2 for amendments to this Declaration shall be inapplicable to this Article II. The failure of Developer to extend the provisions of this Declaration to the Additional Area or any portion(s) thereof shall not be deemed to prohibit the establishment of a separate scheme of development (including provisions substantially similar or identical to those contained herein) for such portion(s) of the Additional Area to which this Declaration is not extended.

Section 2.5. Development of Additional Area. The portion(s) of the Additional Area subjected to the provisions of this Declaration may contain additional Common Areas, Limited Common Areas, Neighborhood Common Areas and facilities to be owned and/or maintained by the Association.

Section 2.6. Withdrawal. Developer shall have the right, in its sole discretion, to remove from the Properties any portion thereof by recording in the applicable Clerk's Office a Supplemental Declaration describing the portion(s) to be removed from the Properties, provided, however, if such portion is owned by any Person other than Developer, then such withdrawal must be with the consent of such Person and Developer.

Section 2.7. Master Plan. The existence of a master plan for the Properties as part of the Zoning Ordinance or as used by Developer in developing and/or selling the Properties, and Lots and Parcels therein shall not be deemed to constitute a representation by Developer that the real estate shown thereon shall be developed as depicted on the master plan, and the master plan may be amended from time to time in the sole discretion of Developer with the consent (to the extent required) of the County of James City, Virginia.

### ARTICLE III

#### OWNERS ASSOCIATION

Section 3.1. Membership. Every Owner of a Lot, and every Owner of a Parcel shall be a member of the Association. Membership shall be appurtenant to and shall not be separated from ownership of any Lot and/or Parcel. Upon the recordation of a deed to a Lot or a Parcel, the membership of the selling Owner shall cease and the purchasing Owner shall become a member of the Association.

Section 3.2. Classes of Membership. The Association shall have two classes of voting membership:

Class A. All Owners of Lots and Parcels including Developer shall be Class A members.

Class B. Developer shall be the Class B member. The Class B membership shall terminate on the earlier of (i) the date on which Developer ceases to own twenty-five percent (25%) or more of the land (including undeveloped Lots and Parcels) lying within New Town and the Additional Area, (ii) the date on which Developer executes and records in the Clerks' Offices an amendment to this Declaration terminating the Class B membership, or (iii) on April 1, 2020.

Section 3.3. Voting Rights.

(a) Each Class A member including Developer shall be entitled to cast one vote for each Lot and Parcel owned.

(b) Developer as the Class B member shall be entitled to cast three votes for each Lot and Parcel owned.

(c) Notwithstanding subsection (a) above, if a Parcel is developed for residential apartment use or an assisted care or other use wherein the owner's Parcel is not subdivided into Lots, the Owner thereof shall be entitled to cast the product of three (3)

Class A votes per acre multiplied by the acreage of the Parcel. If such product is other than a whole number, the product shall be adjusted upward to the nearest whole number.

Section 3.4. Suspension of Voting Rights. The Board of Directors of the Association may suspend the voting rights of any Member subject to assessment under this Declaration during the period when any such assessment shall be delinquent, but upon payment of such assessment the voting rights of such Member shall automatically be restored.

Section 3.5. Articles and Bylaws to Govern; Property Owners' Association Act. Except to the extent expressly provided in this Declaration, all the rights, powers and duties of the Association and the Members, including the Members' voting rights, shall be governed by the Articles and the Bylaws. The Articles provide, among other things, that the Class B member shall appoint the members of the Board of Directors until the Class B membership terminates. However, in the event of any conflict or inconsistency between the provisions of this Declaration or any Supplemental Declaration and the provisions of the Articles or Bylaws, this Declaration and all Supplemental Declarations (to the extent applicable) shall control. In addition to all of the rights, powers and duties of the Association provided in this Declaration, the Association shall have all of the rights, powers and duties provided in the Property Owners' Association Act, § 55-508 et seq of the Virginia Code, as the same may be amended from time to time.

Section 3.6. Neighborhoods. The Lots within a particular Neighborhood or within a particular grouping of Lots subject to its own Supplemental Declaration may be subject to additional covenants other than as set forth in this Declaration (including any Supplemental Declaration), and the Owner of a Lot may be a member of another owners association in addition to the Association. In addition, the Bylaws and/or a Supplemental Declaration may provide for the establishment of a Neighborhood Advisory Committee for each Neighborhood to advise the Board of Directors of the Association with regard to matters affecting such Neighborhood, including, without limitation, making recommendations regarding the proposed annual budget with regard to Neighborhood Assessments payable by Owners within such Neighborhood. In order to serve on such a committee an Owner must not be in default of any obligations under the Governing Documents, including but not limited to timely payment of all assessments, and the Board has the authority to remove any person who is in default from service on a committee.

#### ARTICLE IV

#### COMMON AREA

Section 4.1. Obligations of the Association. The Association, subject to the rights of the Members set forth in this Declaration, shall be responsible for the maintenance, management, operation and control, for the benefit of the Members, of the

Common Area, the Limited Common Area and the Neighborhood Common Area conveyed, reserved or dedicated to or for the benefit of the Association and all improvements thereon (including fixtures, personal property and equipment related thereto) and shall keep the Common Area, the Limited Common Area, the Neighborhood Common Area and the improvements thereon in accordance with the requirements of the Zoning Ordinance, this Declaration and any applicable Supplemental Declaration, and the Association shall keep the same in good, clean and attractive condition, order and repair.

The Association shall be responsible for the management, control and maintenance of all street intersection signs (to the extent not maintained by the County of James City and/or the Virginia Department of Transportation), direction signs, plantings, street lights, entrance features and/or "theme areas," lighting, stone, fencing, wood or masonry wall features and/or related landscaping and bicycle/pedestrian paths erected, installed or planted in the Common Areas, Limited Common Areas and Neighborhood Common Areas by the Developer or the Association, for the benefit of the Members or the Association; provided such items are not maintained by the applicable municipality or the Virginia Department of Transportation at its expense and are located within Common Areas, Limited Common Areas, Neighborhood Common Areas and/or within landscaped areas of public right-of-ways for which the Association has assumed maintenance.

~~In addition to the Association's responsibilities regarding the Common Areas, Limited Common Areas and Neighborhood Common Areas, the Association shall have the express right to enter into cost sharing, use and cross access arrangements with any other Person, including, without limitation, any other property owners association providing services and/or shared facilities in the vicinity of the Property.~~

Section 4.2. Owners' Rights of Enjoyment and Use of Common Areas. Subject to the provisions of this Declaration and any applicable Supplemental Declaration and the Articles and Bylaws and except to the extent limited by the designation of "Limited Common Area", every Owner shall have a right of enjoyment in and to the Common Areas; which right of enjoyment shall be appurtenant to and shall pass with the title to every Lot and Parcel. The Common Areas shall be used by Owners only for the purpose or purposes for which the Common Areas may have been improved by Developer, the Parcel Developer or the Association and subject to any applicable restrictions in the Zoning Ordinance. Any Common Area which has not been improved for a particular use is intended to remain in its natural condition until so improved, and any use thereof by an Owner shall not damage or disturb such natural condition or the enjoyment thereof by other Owners.

Section 4.3. Owners' Rights of Enjoyment and Use of Neighborhood Common Areas. Subject to the provisions of this Declaration, any applicable Supplemental Declaration and the Articles and Bylaws and such easements and other matters of record in the Clerk's Office, the Owners of Lots within a particular Neighborhood shall have the primary right of enjoyment in and to the Neighborhood Common Areas located within

such Neighborhood, which right of enjoyment shall be appurtenant to and shall pass with the title to every Lot within such Neighborhood. The Neighborhood Common Areas shall be used only for the purpose or purposes for which the Neighborhood Common Areas may have been improved by Developer, the Parcel Developer or the Association and subject to any applicable restrictions in the Zoning Ordinance. Any Neighborhood Common Area which has not been improved for a particular use is intended to remain in its natural condition until so improved, and any use thereof by an Owner shall not damage or disturb such natural condition or the enjoyment thereof by other Owners of Lots within such Neighborhood.

Section 4.4. Limited Common Areas. The Developer shall have the power, for so long as the Developer has the right to add Additional Area under Section 2.2 hereof, to restrict portions of the Common Area for the exclusive use of the Owners of one or more specific Lots by designating such portions of Common Area as "Limited Common Area."

Developer may either: (i) indicate the locations of the Limited Common Area appertaining to one or more Lots by depicting such Limited Common Area and the Lots to which it is appurtenant on a plat attached to or recorded with a Supplemental Declaration; (2) label a portion of the Common Area as "Common Area that may be assigned as Limited Common Area" on a plat attached as an exhibit to the applicable Supplemental Declaration and thereafter assign such Limited Common Area to one or more specific Lots by unilaterally amending the Supplemental Declaration to indicate the assignment depicting the Limited Common Area being assigned and the Lots to which it is appurtenant; or (3) indicating that such Common Area is Limited Common Area by a description in the applicable Supplemental Declaration. The designation of parking spaces for the use of specific Owner(s) or Occupant(s) shall not result in such parking space(s) being deemed Limited Common Area unless otherwise expressly provided in a Supplemental Declaration.

Subject to the provisions of this Declaration, any applicable Supplemental Declaration and the Articles and Bylaws, the Owners of Lot(s) to which Limited Common Area has been assigned shall have the exclusive right of enjoyment in and to the Limited Common Area assigned, which right of enjoyment shall be appurtenant to and shall pass with the title to every Lot to which such Limited Common Area is appurtenant. The Limited Common Areas shall be used by Owners of Lots to which such Limited Common Areas have been assigned only for the purpose or purposes for which the Limited Common Areas may have been improved by the Developer, the Parcel Developer or the Association and subject to any applicable restrictions in the Zoning Ordinance. Any Limited Common Area which has not been improved for a particular use is intended to remain in its natural condition until so improved, and any use thereof by an Owner of a Lot to which such Limited Common Area is appurtenant shall not damage or disturb such natural condition or the enjoyment thereof by other Owners of Lots to which such Limited Common Area is appurtenant.



Section 4.5. General Limitations on Owners' Rights. The Owners' rights of enjoyment in the Common Areas, the Limited Common Areas and the Neighborhood Common Areas shall be subject to the following:

- (i) the right of the Association to establish reasonable rules and regulations and to charge reasonable admission and other fees for the use of the Common Areas, the Limited Common Areas and the Neighborhood Common Areas;
- (ii) the right of the Association to suspend the right of an Owner to use or benefit from any of the Common Areas, the Limited Common Areas or the Neighborhood Common Areas for the period during which any assessment against his Lot or Parcel is delinquent as limited by the last sentence of § 55-514C of the Virginia Code as in effect on the date hereof;
- (iii) the right of the Association to suspend the right of an Owner to use or benefit from any of the Common Areas, Limited Common Areas or Neighborhood Common Areas for any period during which any other violation by the Owner of this Declaration, a Supplemental Declaration or the rules and/or architectural guidelines promulgated by the Association pursuant to this Declaration remains uncorrected after the last day of a period established for correction by the Association (such period to be stated in a notice to the Owner together with a statement of the violation complained of and the manner of its correction) and for not more than sixty (60) days after such correction;
- (iv) the right of the Association to mortgage any or all of the Common Areas, the Limited Common Areas or the Neighborhood Common Areas for the purpose of making improvements or repairs thereto as further addressed in the Bylaws;
- (v) the right of Developer or the Association to grant or assign utility easements across the Common Areas, the Limited Common Areas and the Neighborhood Common Areas as provided in Section 8.1;
- (vi) the right of the Association to dedicate or transfer all or any part of the Common Areas, the Limited Common Areas or the Neighborhood Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be desired by the Association;
- (vii) all of the other easements, covenants and restrictions provided for in this Declaration and any Supplemental Declaration(s) applicable to the Common Areas, the Limited Common Areas and/or the Neighborhood Common Areas; and

(viii) the Developer's designation of certain Common Areas as "Limited Common Areas" for the exclusive use and benefit of the Owners of one or more specified Lots.

Section 4.6. Delegation of Use. Any Owner may delegate his right of enjoyment to the Common Area, the Limited Common Area or to the Neighborhood Common Area to members of his family living on his Lot and to his guests, and he may transfer such right to his tenants, subject to such rules and regulations and fees as may be established from time to time by the Association.

Section 4.7. Damage or Destruction of Common Area, Limited Common Area or Neighborhood Common Area by Owner. In the event any Common Area, Limited Common Area, Neighborhood Common Area or improvement thereon is damaged or destroyed by an Owner, his tenants, guests, licensees, agents or members of his family, and the Owner of the Lot does not repair such damage within fifteen (15) days after the date of written notice from the Association to the Owner of such damage or destruction in a good and workmanlike manner and restore such Common Area, Limited Common Area, Neighborhood Common Area or facility to its existing state preceding such damage or destruction, the Association may repair such damage at the Owner's expense. The Association shall repair such damage in a good and workmanlike manner in conformance with the original plans and specifications of the area or improvement involved, or as the Common Area, Limited Common Area, Neighborhood Common Area or improvement may have been theretofore modified or altered by the Association, in the discretion of the Association. The cost of such repairs shall become a special assessment on the Lot of such Owner and shall constitute a lien on such Owner's Lot and be collectible in the same manner as other assessments set forth herein.

Section 4.8. Rights in Common Areas, Limited Common Areas and Neighborhood Common Areas Reserved by Developer and/or a Parcel Developer. Until such time as Developer or a Parcel Developer conveys a parcel of real estate constituting Common Area, Limited Common Area or Neighborhood Common Area, as the case may be, to the Association, Developer or the Parcel Developer, as the case may be, shall have the right as to that Parcel, but not the obligation, (i) subject to the provisions of Article VI hereof, to construct such improvements thereon as it deems appropriate for the common use and enjoyment of Owners, and (ii) to use the Common Area, Limited Common Area or Neighborhood Common Area for other purposes not inconsistent with the provisions of this Declaration (including, without limitation, for a marketing or sales office, construction control center or hospitality center).

Section 4.9. Title to Common Area, Limited Common Area and Neighborhood Common Area. Developer or a Parcel Developer, as the case may be, may retain legal title to the Common Areas, Limited Common Areas or Neighborhood Common Areas or portions thereof, but notwithstanding any provision herein to the contrary, Developer or the Parcel Developer shall convey each Common Area, Limited Common Area or

Neighborhood Common Area to the Association, in a condition acceptable to the Association, free and clear of all liens but subject to this Declaration and all other easements, conditions and restrictions of record at such time as such improvements are completed and in a condition acceptable to the Association. Regardless of whether the Common Areas, Limited Common Areas or Neighborhood Common Areas actually have been conveyed by the Developer or the Parcel Developer, as the case may be, Owners and the Association shall have all the rights and obligations imposed by this Declaration, any Supplemental Declaration, the Articles and Bylaws with respect to the Common Areas, Limited Common Areas and the Neighborhood Common Areas from and after the date such Common Areas, Limited Common Areas or Neighborhood Common Areas are designated as such by recordation of an appropriate instrument in the Clerk's Office. The Association shall be liable from the date such Common Areas, Limited Common Areas and Neighborhood Common Areas are so designated for payment of insurance and maintenance and other costs with respect thereto.

Section 4.10. Veterans Administration Approval. So long as the Class B Membership exists, Developer shall not do the following without the prior written approval of the Veterans Administration: (i) annex any Additional Area other than described in Exhibit B hereto, (ii) mortgage any Common Areas, Limited Common Areas or Neighborhood Common Areas, (iii) dedicate any Common Areas, Limited Common Areas or Neighborhood Common Areas to general public use, or (iv) consolidate, merge or dissolve the Association.

Section 4.11. Reservation of Rights Regarding Common Area, Limited Common Area and Neighborhood Common Area. Certain of the open space, conservation areas, and historic resources may be better suited for ownership by a private, nonprofit organization among whose purposes is the conservation of open space land and/or natural or historic resources. Notwithstanding anything in this Declaration to the contrary, and regardless of whether such areas have previously been designated as Common Areas, Limited Common Areas or Neighborhood Common Areas, Developer reserves for itself, and its successors and assigns, the right, for so long as Developer has the right to add Additional Area to the Properties pursuant to Section 2.2 hereof, to transfer and convey in fee simple or by easement such open space, conservation areas, and historic resources as Developer deems in the best interests of such areas to one or more private, nonprofit organizations. Any transfer and conveyance shall comply with the specific criteria set forth in the Zoning Ordinance.

## ARTICLE V

### ASSESSMENTS

Section 5.1: Creation of the Lien and Personal Obligation for Assessments. Developer, for each Lot and Parcel owned within the Properties, hereby covenants (subject to Sections 5.5, 5.8 and 5.9), and each Owner of any Lot or Parcel by acceptance

of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant to pay to the Association assessments as set forth in this Declaration, any Supplemental Declaration and in the Bylaws. The assessments, together with interest thereon, late charges and costs of collection including attorneys' fees, shall be a continuing lien upon the Lot or Parcel against which each such assessment is made in order to secure payment thereof and shall also be the personal obligation of the party who was the Owner of the Lot or Parcel at the time the assessment fell due. No Owner may waive or otherwise avoid liability for the assessments provided herein by nonuse of the Common Areas, the Limited Common Areas, the Neighborhood Common Areas or abandonment of his Lot or Parcel. Each assessment that is not paid when due shall bear interest at the rate established by the Association, which rate shall not exceed the maximum rate permitted by applicable law. Each assessment that is not paid within ten (10) days of its due date shall, at the option of the Association, incur a late charge as may be established from time to time by resolution duly adopted by the Board of Directors of the Association.

Section 5.2. Purpose of Assessments. The assessments levied by the Association shall be used for the management, maintenance, improvement, care, operation, renovation, repair and replacement of the Common Areas, Limited Common Areas and Neighborhood Common Areas and improvements thereon and other property owned or acquired by the Association of whatsoever nature, for the discharge of all taxes and other levies and assessments against the Common Areas, Limited Common Areas and Neighborhood Common Areas and improvements thereon and other property owned or acquired by the Association, for the procurement of insurance by the Association in accordance with the Bylaws, for the establishment of reserves with respect to the Association's obligations, for the discharge of such services and other obligations as may be imposed upon or assumed by the Association pursuant to its Articles or Bylaws or this Declaration or any Supplemental Declaration, or any cost sharing, use or cross access arrangements entered into with any other Person, and for such other purposes as may be authorized by or pursuant to the Articles or Bylaws.

Section 5.3. Annual Assessments. "Annual Assessments" shall mean "General Assessments," "Neighborhood Assessments" and "Limited Common Expense Assessments."

(a) General Assessments.

1. Purpose. "General Assessments" shall mean those assessments used for the general purposes set forth in Section 5.2 above except that the General Assessments shall not be used for those purposes for which Neighborhood Assessments and Limited Common Expense Assessments shall be used.

2. Basis. The General Assessments shall be established upon the basis of an annual budget adopted by the Board of Directors of the Association and

increased or decreased from time to time by the Board of Directors of the Association pursuant to the Bylaws.

(b) Neighborhood Assessments.

1. Purpose. "Neighborhood Assessments" shall mean those assessments used for such purposes as are authorized by the Supplemental Declaration for a given Neighborhood.

2. Basis. The Supplemental Declaration shall set forth the basis by which all Lots within a Neighborhood shall be assessed for Neighborhood Assessments.

(c) Limited Common Expense Assessments.

1. Purpose. "Limited Common Expenses" are those expenses attributable to managing, maintaining, improving, caring, operating, renovating, repairing, establishing appropriate reserves for, insuring and replacing Limited Common Areas, as well as the cost of providing certain services to individual Lots. The purpose of the "Limited Common Expense Assessment" is to provide a means whereby the Owners of Lots which directly benefit from specific Limited Common Area and/or certain services applicable to individual Lots pay their proportionate share of the Limited Common Expenses attributable to such Limited Common Area.

2. Basis. Limited Common Expenses may be assessed by the Association only against the Lots benefited in proportion to their relative General Assessment liability, inter se or based on usage, as appropriate. Such Limited Common Expenses shall be determined as follows:

(i) Any expenses designated in a Supplemental Declaration as Limited Common Expenses to be paid by the Owners of Additional Area being submitted to the Declaration thereby;

(ii) Any expenses proposed by the Board of Directors or a specific group of Owners as Limited Common Expenses against a specific group of Lots and agreed to by Members entitled to cast a majority of the total number of votes with respect to such Lots, assessed against such Lots as such Owners may agree or in proportion to their relative General Assessment liability, inter se;

(iii) Any expenses incurred in the upkeep of or the maintenance of, and reserves for the upkeep and replacement of, common "private" alleys, drives, and/or parking areas serving a limited number of Lots and labeled "private" on the applicable recorded plat and/or described as "private" in the applicable Supplemental Declaration shall be assessed only against the Lots served by such private alley, drive and/or parking area;

(iv) Any expenses incurred in the upkeep of, or the maintenance of reserves for the upkeep of, Limited Common Area may be assessed only against the Lots served by such Limited Common Area; and

(v) Any service to individual Lots based on usage.

Section 5.4. Special Assessments. In addition to the General Assessments, Neighborhood Assessments and Limited Common Expense Assessments, the Board of Directors may levy, in any assessment year, one or more special assessments pursuant to the provisions of Section 55-514 of the Virginia Code, as the same may be amended from time to time, if the purpose in doing so is found by the Board of Directors to be in the best interest of the Association and the proceeds of such assessment are used primarily for the maintenance and upkeep, including capital expenditures, of the Common Area (or of (i) the Neighborhood Common Area, provided the special assessment is levied against only those Lots within such Neighborhood or (ii) the Limited Common Area, provided the special assessment is levied against only those Lots served by such Limited Common Area).

Section 5.5. Date of Commencement of Annual Assessments. Subject to Section 5.9 and except as may be otherwise provided in any applicable Supplemental Declaration, the Annual Assessments shall commence as and when provided in this Section 5.5. Annual Assessments provided for herein shall commence as to each Lot or Parcel on the first day of the month following the recordation of the deed to such Lot or Parcel to an Owner, other than the Developer, who purchases the same. The first Annual Assessment on a Lot or Parcel shall be adjusted according to the number of months remaining in the calendar year. The Annual Assessments shall be paid in such intervals as established by the Board of Directors of the Association from time to time in connection with its adoption of the annual budget pursuant to the Bylaws. If a Parcel is conveyed to a Parcel Developer prior to such Parcel being subdivided into residential Lots, the Parcel shall be treated as one Lot until such time as all or a portion of such parcel is subdivided by the recordation of a subdivision plat. Beginning on the first day of the month following the recordation of a subdivision plat for all or a portion of such Parcel, Annual Assessments shall commence as to each Lot depicted on the applicable recorded subdivision plat. In the case of parcels subjected to a condominium regime pursuant to the Condominium Act of Virginia, § 55-79.39 *et seq* of the Virginia Code, as the same may be amended from time to time, Annual Assessments shall commence as to any condominium unit on the first day of the month following the creation of such condominium unit. The Developer reserves the right to alter the applicable Commencement Date of Annual Assessments applicable to certain Lots in one or more Supplemental Declarations.

Section 5.6. Effect of Nonpayment of Assessments; Remedies of Association. The lien of the assessments provided for in this Declaration may be perfected and enforced in the manner provided in § 55-516 of the Virginia Code. 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 or Parcel. The Association may also 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, late charges and costs of collection including attorney's fees shall be added to the amount of such assessment and secured by the assessment lien.

**Section 5.7. Subordination of Lien to Mortgages.** The lien upon each of the Lots and Parcels securing the payment of the assessments shall have the priority set forth in § 55-516A of the Virginia Code.

**Section 5.8. Exempt Property.** The following property subject to this Declaration shall be exempt from the assessments and liens created herein: (i) any property used as a sales or leasing center, model, maintenance center or management facility by Developer or its designee or for similar purposes; (ii) all properties dedicated and accepted by a public authority; (iii) all Common Areas, Limited Common Areas and Neighborhood Common Areas; and (iv) all properties wholly exempt from real estate taxation by state or local governments upon the terms and to the extent of such legal exemption.

**Section 5.9. Annual Budget.** The Board of Directors shall adopt an annual budget for each fiscal year, which budget shall provide for the annual level of assessments (including provision for reserves and physical damage insurance deductibles) and an allocation of expenses. There shall be no responsibility for the payment of assessments until after the Board of Directors adopts its initial annual budget.

**Section 5.10. Contribution to Association.** Upon the acquisition of record title to a Lot by the a purchaser thereof (other than Developer, the Parcel Developer or an owner who purchases solely for the purpose of constructing a dwelling thereon for resale), a contribution shall be made by or on behalf of the purchaser to the Association in the amount equal to \$200 or such other amount as may be established by the Board of Directors of the Association in its discretion from time to time. This amount shall be deposited in the purchase and sales escrow at settlement and shall be disbursed therefrom to the Association. The Association may use any such amounts as the Board of Directors determines in its sole and absolute discretion. Amounts payable under this Section 5.10 are in addition to any Assessments, the administrative fee provided for in Section 7.3 and any fees associated with the Association's preparation of the Disclosure Packet pursuant to the Virginia Property Owners Association Act (§ 55-509 et seq. of the Code of Virginia, as amended).

**Section 5.11. Loans by Developer.** The Developer shall have the option, but not the obligation, to loan money to the Association on such terms and at such rates as are commercially reasonable to enable the Association to comply with its obligations under this Declaration. Such loan or loans may be in lieu of, or in addition to, loans obtained by the Association from other parties. Any such loan shall be represented and secured by

one or more promissory notes of the Association and shall be listed and disclosed as "Loans from Developer" on all annual budgets and year-end financial statements of the Association.

## ARTICLE VI

### ARCHITECTURAL CONTROL

Section 6.1. Architectural Review Committee. There is hereby established a committee (the "Architectural Review Committee") for the purpose of reviewing and, as appropriate, approving or disapproving all Plans (hereinafter defined) submitted by Owners in accordance with this Article VI. The Architectural Review Committee shall be composed of three persons, who need not be Members of the Association, from time to time appointed by Developer until 100% of the Properties and the Additional Area have been developed and conveyed to Owners other than builders or by the Board of Directors of the Association from and after the date on which Developer delegates this responsibility to the Association by written instrument in recordable form executed by Developer. The Developer or the Board of Directors, as the case may be, may appoint one alternate member to the Architectural Review Committee, which alternate member may vote only in the absence of a regular member. The members of the Architectural Review Committee shall serve for such terms as may be determined by Developer or the Board of Directors of the Association, as the case may be. The Developer reserves the right (which may be exercised at any time or from time to time) to delegate certain, but less than all Architectural Review Committee responsibilities to the Association, and if Developer exercises this right the Board of Directors may appoint its own review board which satisfies the same criteria as set forth herein for the Architectural Review Committee. For example, by way of illustration and not limitation, the Developer may delegate to the Association the authority for reviewing and as appropriate approving or disapproving Plans submitted for modifications, alterations or additions made on or to existing structures on Lots, in which case the Board of Directors shall appoint its own architectural review committee for the purpose of exercising such delegated authority. The Developer appointed Architectural Review Committee and authorized architectural review committee appointed by the Board of Directors shall be collectively referred to herein for ease of reference as the "Architectural Review Committee." References herein to Architectural Review Committee shall apply to either or both committees, as applicable.

Section 6.2. Plans to be Submitted. Before commencing the construction, erection or installation of any building, addition, patio, deck, fence, wall, animal pen or shelter, exterior lighting, sign, mailbox or mailbox support, improvement or other structure (each of the foregoing being hereinafter referred to as an "Improvement") on any Lot or Parcel, including any site work in preparation therefore, and before commencing any alteration, enlargement, demolition or removal of an Improvement or any portion thereof in a manner that alters the exterior appearance (including paint color)



of the Improvement or of the Lot or the Parcel on which it is situated, each Owner shall submit to the Architectural Review Committee a completed application on the form provided by the Architectural Review Committee (the "Application"), a proposed construction schedule and at least three sets of plans and specifications of the proposed construction, erection, installation, alteration, enlargement, demolition or removal, which plans and specifications shall include (unless waived by the Architectural Review Committee): (i) a site plan showing the size, location and configuration of all Improvements, including driveways and landscaped areas, and all setback lines, buffer areas and other features required under the Zoning Ordinance or the guidelines adopted by the Architectural Review Committee, (ii) as to Improvements initially constructed on a Lot or a Parcel, landscaping plans showing the trees to be removed and to be retained and shrubs, plants and ground cover to be installed, (iii) architectural plans of the Improvements showing exterior elevations, construction materials, exterior colors, driveway material, (iv) a sediment and erosion control plan, (v) a tree protection plan, (vi) a certification by the applicant that the proposed final Plans comply with the New Town Design Guidelines and such other information as the Architectural Review Committee in its discretion shall require (collectively, the "Plans"). The Architectural Review Committee may, in its sole discretion, waive the requirement that any or all of the required Plans be submitted in a particular case where it determines such Plans are not necessary to properly evaluate the Application. The Architectural Review Committee shall not be required to review any Plans unless and until the Application has been submitted in completed form with the proposed construction schedule and the Plans contain all of the required items. The Application, Plans and the proposed construction schedule must be submitted to the Architectural Review Committee at the address of Developer in the same manner as notices are to be sent to Developer pursuant to Article XI, for so long as all members of the Architectural Review Committee are appointed by Developer, and thereafter the Application, Plans and the proposed construction schedule may be submitted to the Architectural Review Committee at the address of the Association in the same manner as notices are to be sent to the Association pursuant to Article XI.

Section 6.3. Consultation with Architects, etc.; Administrative Fee. In connection with the discharge of its responsibilities, the Architectural Review Committee may engage or consult with architects, engineers, planners, surveyors, attorneys and others. Any person seeking the approval of the Architectural Review Committee agrees to pay all fees thus incurred by the Architectural Review Committee and further agrees to pay an administrative fee to the Architectural Review Committee in such amount as the Architectural Review Committee may from time to time reasonably establish. The payment of all such fees is a condition to the approval or disapproval by the Architectural Review Committee of any Plans, and the commencement of review of any Plans may be conditioned upon the payment of the Architectural Review Committee's estimate of such fees.

Section 6.4. Approval of Plans. The Architectural Review Committee shall not approve the Plans for any Improvement that would violate any of the provisions of this Declaration or of any Supplemental Declaration applicable thereto. In all other respects, the Architectural Review Committee may exercise its sole discretion in determining whether to approve or disapprove any Plans, including, without limitation, the location of any Improvement on a Lot or Parcel.

Section 6.5. No Structures to be Constructed, etc. Without Approval. No Improvement shall be constructed, erected, installed or maintained on any Lot or Parcel, 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 or the Parcel on which it is situated, unless the Application, Plans and construction schedule therefore have been approved by the Architectural Review Committee and the New Town Design Review Board. After the Application, Plans and Construction Schedule therefore have been approved, all Improvements 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 Architectural Review Committee.

Section 6.6. Guidelines May Be Established. The Architectural Review Committee may, in its discretion, establish guidelines and standards to be used in considering whether to approve or disapprove Plans. Such guidelines may include, without limitation, uniform standards for signage and mailboxes and mailbox supports, and water conservation standards. However, nothing contained in this Declaration shall require the Architectural Review Committee to approve the Plans for Improvements on a Lot or a Parcel on the grounds that the layout, design and other aspects of such Improvements are the same or substantially the same as the layout, design and other aspects of Improvements approved by the Architectural Review Committee for another Lot or Parcel.

Section 6.7. Limitation of Liability. The approval by the Architectural Review Committee of any Plans, and any requirement by the Architectural Review Committee that the Plans be modified, shall not constitute a warranty or representation by the Architectural Review Committee of the adequacy, technical sufficiency or safety of the Improvements described in such Plans, as the same may be modified, and the Architectural Review Committee 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 addition, in no event shall the Architectural Review Committee have any liability whatsoever to an Owner, a contractor or any other party for any costs or damages (consequential or otherwise) that may be incurred or suffered on account of the

Architectural Review Committee's approval, disapproval or conditional approval of any Plans.

Section 6.8. Other Responsibilities of Architectural Review Committee. In addition to the responsibilities and authority provided in this Article VI, the Architectural Review Committee shall have such other rights, authority and responsibilities as may be provided elsewhere in this Declaration, in any Supplemental Declaration and in the Bylaws.

Section 6.9. New Town Design Review.

(a) New Town Design Review Board. In addition to obtaining the approval of the Architectural Review Committee as required in this Article VI, each Owner must obtain the approval of the "New Town Design Review Board," a separate board established pursuant to the New Town Proffers, with respect to all subdivision plats, site plans, landscaping plans, architectural plans and elevations and other development plans for such Owner's Lot. The procedures for such design review process are set forth in the New Town Proffers and the rules adopted by the New Town Design Review Board pursuant thereto.

(b) New Town Design Guidelines. The New Town Proffers provide for and incorporate by reference a set of Design Guidelines prepared by Cooper, Robertson & Partners dated September 3, 1997 and revised December 8, 1997; as further amended and restated as to Sections 2 and 4 of New Town by "Amended and Restated New Town Sections 2 and 4 Design Guidelines James City County, Virginia," dated July 31, 2003; and as to Section 3 and 6 of New Town by "New Town Discovery Park, Sections 3 and 6: Design Guidelines," dated September 2, 2004, (as the same may be amended, supplemented or amended and restated in whole or in part from time to time, collectively, the "New Town Design Guidelines"). All property within New Town is subject to the New Town Design Guidelines; however when property within New Town is rezoned, Owners seeking to rezone their property within New Town to a "Mixed Use" zoning designation, must submit to the New Town Design Review Board for its approval, supplemental and/or amended and restated design guidelines applicable to the portion of the Property then being rezoned to be used by the New Town Design Review Board and the County of James City in reviewing, approving or disapproving site development and construction plans for the development of such property.

ARTICLE VII

USE OF PROPERTY

Section 7.1. Protective Covenants.

(a) Nuisances. No nuisance shall be permitted to exist on any Lot or Parcel. Noxious, destructive, or offensive activity, or any activity constituting an

unreasonable source of annoyance, shall not be conducted on any Lot or Parcel or on the Common Area or any part thereof, and the Association shall have standing to initiate legal proceedings to abate such activity. Each Owner shall refrain from any act or use of his or her Lot or Parcel which could reasonably cause embarrassment, discomfort, or annoyance to other Owners, and the Board of Directors shall have the power to make and to enforce reasonable rules in furtherance of this provision.

(b) Restriction on Further Subdivision. No Lot shall be further subdivided or separated into smaller Lots by any Owner, and no portion less than all of any such Lot, nor any easement or other interest herein, shall be conveyed or transferred by an Owner, provided that this shall not prohibit the vacating of boundaries between adjacent Lots to create a bigger Lot, deeds of correction, deeds to resolve boundary line disputes and similar corrective instruments and provided that this shall not prohibit the division or combination of condominium units in accordance with law, or the creation of condominiums. Except for the vacating of boundaries by Developer, the vacating of boundaries between adjacent boundaries does not create one Lot for assessment purposes. Any Owner other than Developer who vacates a boundary between two Lots must pay full assessments for both Lots as such Lots are described in the initial subdivision plat to be recorded in the Clerk's Office.

~~(c)~~ Rules. From time to time the Board of Directors may adopt ~~general rules~~, including but not limited to rules to regulate potential problems relating to the use of Properties and the well-being of Members, such as the definition of nuisances, keeping of animals, vehicles and their storage and use, storage and use of machinery, use of outdoor drying lines, antennas, satellite dishes, flags, signs, trash and trash containers, restrictions on sprinkler and irrigation systems, private irrigation wells and uses of lakes, water bodies and wetlands, maintenance and removal of vegetation on the Properties and the type and manner of application of fertilizers or other chemical treatments to the Properties in accord with non-point source pollution control standards (collectively, the "Rules"). Without limiting the generality of the foregoing, the proffers which comprise a portion of the Zoning Ordinance provide that the Association shall be responsible for developing and enforcing water conservation standards to be submitted to and approved by James City Service Authority. Such standards may, by way of illustration and not limitation, address such water conservation measures as limitations on use of irrigation systems and irrigation wells, the use of approved landscaping materials and the use of water conserving fixtures and appliances to promote water conservation and minimize the use of public water resources. Design features, including the use of drought tolerant grasses and plantings, a water conservation plan, and a drought management plan shall be implemented to accomplish the limitation on use of public water and groundwater. Such Rules may govern use and occupancy of Lots as well as Common Areas, Neighborhood Common Areas, Limited Common Areas and any public right-of-ways located within or adjacent to the Property. All such Rules and any subsequent amendments thereto shall be binding on all Members and occupants of the Properties, including their tenants, guests and invitees, except where expressly provided otherwise in such Rule. Such Rules as

adopted from time to time are herein incorporated by reference and shall be as binding as if set forth herein in full; provided, however, that in the event of a conflict between any provision(s) in the Rules and the Governing Documents, the provision(s) set forth in the Governing Documents shall control.

(d) Exceptions. In certain special circumstances, the Board of Directors may issue variances exempting a particular Lot or Parcel from any of the provisions of this Article VII.

(e) Irrigation. Subject to the rights retained by Developer in Section 8.7, no sprinkler or irrigation system of any type which draws upon water from creeks, streams, rivers, lakes, ponds, wetlands, canals or other ground or surface waters within the Properties shall be installed, constructed or operated within the Properties without the written approval of Developer, except that the Association shall have the right to draw upon water from such water bodies for irrigation of the Common Area, the Limited Common Area and/or the Neighborhood Common Area. All sprinkler and irrigation systems shall be subject to approval in accordance with Section 6.5 of this Declaration; provided, however, this paragraph shall not apply to the Developer, and may not be amended without Developer's written consent so long as Developer has the right to add property in accordance with Article II. The foregoing notwithstanding, any sprinkler or irrigation system shall comply with any and all standards as may be approved by the James City County Service Authority as contemplated in the proffers comprising a portion of the Zoning Ordinance for New Town.

(f) Lakes and Water Bodies. There shall be no swimming, use of personal floatation devices, boating or fishing in any lakes or ponds located within the Properties. This paragraph shall not apply to prohibit any use by Developer specifically authorized under this Declaration. The Association shall not be responsible for any loss, damage or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, streams or other water bodies within the Properties.

(g) Permitted Uses. Except as otherwise provided in the Governing Documents (including without limitation any applicable Supplemental Declaration), no Lot shall be used for other than residential purposes except as designated by the Developer or as set forth below. Nothing in the Governing Documents shall be construed to prohibit the Developer or its designees from using any Lot owned by the Developer (or any other Lot with the permission of the Owner thereof) or any portion of the Common Area, Limited Common Area or Neighborhood Common Area for promotional, marketing, display or customer service purposes (such as a visitors' center) or for the settlement of sales of Lots. Further, the Developer specifically reserves the right to operate a construction office or a rental, brokerage and management office at any time on Lots owned or leased by the Developer (or any other Lot with the permission of the Owner thereof) and on any portion of the Common Area, Limited Common Area or the Neighborhood Common Area, to the extent permitted by law. The Developer may assign

its rights under this section to or share such rights with one or more other persons, exclusively, simultaneously or consecutively with respect to the Common Area, Limited Common Area or the Neighborhood Common Area and Lots owned or leased by the Developer or such persons.

(h) Hazardous Uses; Waste. Nothing shall be done or kept on the Properties which will increase the rate of insurance applicable for permitted uses for the Common Area, Limited Common Area, the Neighborhood Common Area or any part thereof 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 Properties which will result in the cancellation of any insurance on the Common Area, Limited Common Area, the Neighborhood Common Area or any part thereof or which would be in violation of any law, regulation or administrative ruling. No vehicle of any size which transports inflammatory or explosive cargo may be kept or driven on the Properties at any time. 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, toxic wastes and other environmental contaminants (collectively, the "Hazardous Materials"). No Owner shall knowingly use, generate, manufacture, store, release, dispose of or knowingly permit to exist in, on, under or about such Owner's Lot, the Common Area, the Limited Common Area, the Neighborhood Common Area, or any portion of the Properties, or transport to or from any portion of the Properties any Hazardous Materials except in compliance with the Environmental Laws. No waste shall be committed on the Common Area, Limited Common Area or the Neighborhood Common Area.

(i) Lawful Use. No improper, offensive or unlawful use shall be made of the Properties or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any portion of the Properties shall be complied with, by and at the sole expense of the Owner, the Association, the Developer or any owners association or condominium unit owners association, whichever shall have the obligation for the upkeep of such portion of the Properties, and, if the Association, then the cost of such compliance shall be included in the General Assessment, Neighborhood Assessment or Limited Common Expense Assessment, as appropriate.

(j) Emissions. There shall be no emissions of dust, sweepings, dirt, cinders, odors, gases or other substances into the atmosphere except for normal residential chimney emissions, no production, storage or discharge of Hazardous Materials on the Properties or discharges of liquid, solid wastes or other environmental contaminants into the ground or any body of water, if such emission, production, storage

or discharge may adversely affect the use or intended use of any portion of the Properties or may adversely affect the health, safety or comfort of any person.

(k) Noise. No person shall cause any unreasonably loud noise (except for security devices) anywhere on the Properties, nor shall any person permit or engage in any activity, practice or behavior for the purpose of causing annoyance, discomfort or disturbance to any person lawfully present on any portion of the Properties.

(l) Obstructions. No person shall obstruct any of the Common Area, Limited Common Area, Neighborhood Common Area, or otherwise impede the rightful access of any other person on any portion of the Properties upon which such person has the right to enter. No person shall place or cause or permit anything to be placed on or in any of the Common Area, Limited Common Area or Neighborhood Common Area without the approval of the Board of Directors of the Association. Nothing shall be altered or constructed in or removed from the Common Area, Limited Common Area or Neighborhood Common Area except with the proper written approval of the Board of Directors.

(m) Association Property. The Common Area, Limited Common Area and Neighborhood Common Area shall be used only for the furnishing of the services and facilities for which the same is reasonably suited and which are incident to the use and occupancy of the Lots. The improvements located on the Common Area, Limited Common Area and Neighborhood Common Area shall be used only for their intended purposes. Except as otherwise expressly provided in the Governing Documents, no Owner shall make any private, exclusive or proprietary use of any of the Common Area, Limited Common Area or Neighborhood Common Area without the prior written approval of the Board of Directors and then only on a temporary basis.

(n) Mining. No Lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth except with the prior written approval of the Board of Directors.

(o) Signs. Except for (i) such signs as may be posted by the Developer for promotional or marketing purposes or by the Association, or (ii) one standard for sale sign conforming to the requirements and specifications set forth in the Rules, no signs of any character shall be erected, posted or displayed in a location that is visible from the Common Area, Limited Common Area, Neighborhood Common Area or any other Lot, except as otherwise expressly permitted in the Rules and/or the guidelines adopted from time to time by the Architectural Review Committee.

(p) Trash. Except in connection with construction activities, no burning of any trash and no accumulation or storage of litter, refuse, bulk materials, building materials, garbage, or trash of any other kind shall be permitted on any Lot. Trash containers shall not be permitted to remain in public view from the Common Area,

Limited Common Area, Neighborhood Common Area, or another Lot except on days of trash collection. Trash containers and refuse disposal systems must be maintained in enclosures and screened as approved by the Architectural Review Committee. Trash, leaves and other materials shall not be burned in violation of local ordinances. No incinerator shall be kept or maintained upon the Properties without the prior written approval of the Board of Directors. All trash collection and removal shall be in accordance with the Rules.

(q) Landscaping; Sight-lines. No tree, hedge or other landscape feature shall be planted or maintained in a location which obstructs sight-lines for vehicular traffic on public streets. Pavement, plantings and other landscape materials shall not be placed or permitted to remain upon any Lot: (i) if such materials may damage or interfere with any easement for the installation or maintenance of utilities; (ii) in violation of the requirements of such easements; (iii) unless in conformity with public utility standards; or (iv) if such materials may unreasonably change, obstruct or retard direction or flow of any drainage channels. No water pipe, sewer pipe, gas pipe, drainage pipe, television cable, electrical wire, or other similar transmission line shall be installed or maintained upon any Lot above the surface of the ground.

(r) Vegetation. No live trees with a diameter in excess of five (5) inches, measured ~~three~~ (3) feet above ground, nor trees in excess of three (3) inches in diameter, ~~similarly~~ measured, which are generally known as flowering trees (such as dogwood or redbud) or as broad leaf evergreens (such as holly, laurel, or rhododendron), no live vegetation on slopes of greater than 20 percent (20%) gradient or marked "no cut" areas on approved site plans may be cut without prior approval of the Architectural Review Committee. The Board of Directors may set rules for cutting of trees to allow for selective clearing or cutting.

(s) Temporary Structures. No structure of a temporary character, such as, by way of illustration and not limitation, trailers, tents, shacks, barns, pens, kennels, runs, stables, sheds not anchored on foundations or other temporary accessory buildings shall be erected, used or maintained on any Lot except in connection with construction activities. The guidelines adopted by the Architectural Review Committee, from time to time, may contain further limitations with respect to permanent accessory structures which may be erected, used or maintained on any Lot.

(t) Fences. Except for any fence installed by the Developer or the Association, no fence shall be installed except in conformance with standards established therefore and with the written approval of the Architectural Review Committee. No chain link fencing will be permitted on the Properties, provided, however, that the Developer or its designees may erect a chain link fence for the temporary storage of building materials, for the protection of building sites or around swimming pools or ponds.



(u) Vehicles. Except in connection with construction activities, no trucks (as defined in the Rules), trailers, campers, recreational vehicles, boats or other large vehicles, including grounds maintenance equipment, may be parked on any portion of the Common Area, Limited Common Area, the Neighborhood Common Area, or any portion of a Lot visible from the Common Area, Limited Common Area, the Neighborhood Common Area or any other Lot or on any public right-of-way within or adjacent to the Properties, unless expressly permitted by the Board of Directors and only in such parking areas or for such time periods (if any) as may be designated for such purpose. Parking of all such vehicles and related equipment, other than on a temporary and non-recurring basis, shall be in garages or screened enclosures approved by the Architectural Review Committee (if any) or in areas (if any) designated in the Rules. All vehicles must be parked so as not to impede traffic or damage vegetation. No junk or derelict vehicle or other vehicle on which current registration plates and current city and state inspection permits are not displayed shall be kept upon any portion of the Common Area, Limited Common Area, Neighborhood Common Area, or any portion of a Lot visible from the Common Area, Limited Common Area, Neighborhood Common Area, or another Lot. Vehicle repairs and storage of vehicles are not permitted, except in accordance with the Rules; provided, however, that noncommercial repair of vehicles is permitted within enclosed structures. All motor vehicles including, but not limited to, trail bikes, motorcycles, dune buggies, and snowmobiles shall be driven only upon paved streets and parking lots. No motor vehicles shall be driven on community trails, pathways or unpaved portions of the Common Area, Limited Common Area or Neighborhood Common Area, except (i) such vehicles as are authorized by the Board of Directors as needed to maintain, repair, or improve the Common Area, Limited Common Area or Neighborhood Common Area, and (ii) motorized wheelchair or other devices to assist disabled persons. This prohibition shall not apply to normal vehicular use of designated streets, and alleys constructed on the Common Area, Limited Common Area or Neighborhood Common Area.

(v) Timeshares. No Lot shall be subjected to or used for any timesharing, cooperative, licensing or other arrangement that would entail weekly, monthly, or any other type of revolving or periodic occupancy by multiple Owners, cooperators, licensees, or timesharing participants.

(w) Professional Offices. No Lot containing a dwelling unit shall be used for any business, commercial, manufacturing, mercantile, storing, vending or other non-residential purpose; provided, however, that an Owner may maintain a home occupation as permitted by the County of James City and may maintain an office in the dwelling constructed on such Owner's Lot if (i) such occupation or office generates no significant number of visits (as determined by the Board of Directors) by clients, customers or other persons related to the business, (ii) no equipment or other items related to the business are stored, parked or otherwise kept on such Owner's Lot or the Properties outside of an approved enclosure, and (iii) such Owner has obtained approvals for such use as may be required by the County of James City, Virginia. As a condition to

such use, the Board of Directors may require the Owner to pay any increase in the rate of insurance or other costs for the Association which may result from such use.

(x) Animals. The maintenance, keeping, boarding or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, is prohibited on any Lot or upon the Common Area, Limited Common Area or Neighborhood Common Area, except that the keeping of guide animals and orderly domestic pets (e.g., certain dogs, cats or caged birds) without the approval of the Board of Directors, is permitted, subject to the Rules; provided, however, that such pets are not kept or maintained for commercial purposes or for breeding and that any such pet causing or creating a nuisance or unreasonable disturbance or noise may be permanently removed from the Properties upon ten (10) days written notice from the Board of Directors. Pets shall not be permitted upon the Common Area, Limited Common Area or Neighborhood Common Area unless accompanied by someone who can control the pet and unless carried or leashed. Pet droppings shall be removed by the Owner of the pet. Any Owner who keeps or maintains any pet upon any portion of the Properties agrees to indemnify and hold the Association, each Owner and the Developer free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Properties. All pets shall be registered and inoculated as required by law.

(y) Clothes Drying Equipment. No clothes lines or other clothes drying apparatus shall be permitted outside of an enclosed structure on any Lot. No portion of a Lot shall be used for the drying or hanging of laundry.

(z) Mailboxes and Newspaper Tubes. Only mailboxes and newspaper tubes approved by the Architectural Review Committee shall be permitted. The Architectural Review Committee may adopt specific criteria applicable to mailboxes and newspaper tubes, and such criteria may vary by Neighborhood.

(aa) Lighting. No exterior lighting shall be directed outside the boundaries of any Lot.

(bb) Pools. No above-ground swimming pool shall be erected or maintained on any Lot. No inground swimming pool shall be erected or maintained on any Lot unless approved by the Architectural Review Committee and unless screened from view and enclosed by a fence.

(cc) Construction Activities. This section shall not be construed as forbidding any work involved in the construction or maintenance of any portion of the Properties so long as such work is undertaken and carried out (i) with the minimum practical disturbance to persons occupying other portions of the Properties; (ii) in such a way as does not violate the rights of any person under other provisions of this Declaration; and (iii) in accordance with all applicable restrictions in the Rules, any

architectural guidelines, the resolutions of the Board of Directors and the other provisions of this Declaration. The Architectural Review Committee may approve temporary structures for construction purposes which may otherwise be in violation of the Governing Documents or the Rules.

(dd) Leasing. No dwelling unit located on a Lot or any portion thereof shall be used or occupied for transient or hotel purposes or in any event leased for an initial period of less than twelve (12) months; provided, however if a Parcel is developed for residential apartment use or an assisted or special care use, wherein the Owner's Parcel is not subdivided into Lots, such use may be for a period of less than twelve (12) months. No portion of any dwelling unit (other than the entire dwelling unit) shall be leased for any period. No Owner shall lease a Lot other than on a written form of lease: (1) requiring the lessee to comply with the Governing Documents and the Rules; and (2) providing that failure to comply with such documents constitutes a default under the lease. The foregoing notwithstanding, if the Zoning Ordinance is amended to permit "Accessory Apartments" (as defined in the Zoning Ordinance) within the Properties, or a portion of the Properties, then to the extent allowed under the Zoning Ordinance, up to one Accessory Apartment per Lot may be allowed with the written consent of the Board of Directors, which consent may be granted or withheld in its sole and absolute discretion, and subject to approval by the Architectural Review Committee and the Design Review Board and to such rules and regulations as may be set forth in the Rules.

(ee) Archaeological Finds. Subject to applicable state and federal law regarding archaeological finds, all archaeological materials found within the Properties belong to the Association. Upon discovery of archaeological materials during periods of construction or otherwise, the Owner of a Lot shall immediately notify the Board of Directors and cease construction activity. The Board of Directors shall have ten (10) days to notify the Owner if it intends to exercise the Association's right under this section. Thereafter, the Board of Directors shall have a period of sixty (60) days to remove the archaeological materials without compensation to the Owner for the archaeological materials, the use of the Lot or delay in construction. The Association shall not be obligated to remove archaeological materials nor be held liable for failure to remove such materials.

(ff) Septic Tanks. No septic tank shall be installed, used, or maintained on any Lot.

(gg) Antennas. The Board may adopt as a part of its Rules, or the Architectural Review Committee may adopt, standards or criteria regarding the installation of antennas provided such Rules and/or criteria do not conflict with Federal, State or Local law or with Federal Communications Commission rules or regulations.

## Section 7.2. Maintenance of Property.

(a) Owner Obligation. To the extent that exterior maintenance is not provided for in a Supplemental Declaration, each Owner shall keep all Lots and Parcels owned by him, and all improvements therein or thereon, in good order and repair, free of debris, all in a manner and with such frequency as is acceptable to the Association and consistent with a first-quality development, any Rules adopted by the Association, and the Architectural Guidelines adopted by the Association.

(b) Reconstruction and Repair. If a building or other major improvement located upon a Lot is damaged or destroyed, the Owner thereof shall restore the site either (i) by repairing or reconstructing such building or other major improvement, or (ii) by clearing away the debris and restoring the site to an acceptable condition compatible with the remainder of the Properties. Unless the Architectural Review Committee permits a longer time period, such work must be commenced within sixty (60) days after the date of the casualty and substantially completed within twelve (12) months after the date of the casualty.

(c) Failure to Maintain. In the event an Owner shall fail to maintain his Lot or Parcel and the improvements situated thereon as provided herein, the Association, after notice to the Owner and approval of the Board of Directors shall have the right to enter upon such Lot or Parcel to correct such failure. All costs related to such correction shall become a special assessment upon such Lot or Parcel and as such shall be regarded as any other assessment with respect to lien rights of the Association and remedies provided herein for non-payment.

Section 7.3. Sales by Parcel Developers and Resales of Lots by Owners Other Than Developer. Upon the acquisition of record title to a Lot from either (i) a Parcel Developer or (ii) an owner other than Developer, an administrative fee in an amount set from time to time by the Board of Directors, which amount shall initially be \$100.00, shall be paid to the Association by or on behalf of the purchaser of the Lot. Such administrative fee shall be deposited in the purchase and sales escrow at settlement and shall be disbursed there from to the Association. Such administrative fee shall be in addition to amounts payable under Section 5.10, any Assessments, and any fees associated with the Association's preparation of the Disclosure Packet pursuant to the Virginia Property Owners Association Act (§ 55-509 et seq. of the Code of Virginia, as amended).

Section 7.4. Security. Neither the Association, nor Developer shall be held liable for any loss or damage by reason of failure to provide security or ineffectiveness of security measures undertaken. All Owners, tenants, guests, and invitees of any Owner, as applicable, acknowledge that the Association and Developer, and committees established by any of the foregoing entities, are not insurers and that each Owner, tenant, guest, and invitee assumes all risk or loss or damage to persons, to structures or other improvements situated on Lots and Parcels, and to the contents of any Improvements situated on Lots and parcels and further acknowledge that Developer has made no representations or

warranties, nor has any Owner, tenant, guest, or invitee relied upon any representations or warranties, expressed or implied, including any warranty or merchantability or fitness for any particular purpose relative to any security measures recommended or undertaken.

## ARTICLE VIII

### EASEMENTS

**Section 8.1. Utility Easements.** Developer reserves perpetual easements, rights and privileges to install, maintain, repair, replace and remove poles, wires, cables, conduits, pipes, mains, pumping stations, siltation basins, tanks and other facilities, systems and equipment for the conveyance and use of electricity, telephone service, sanitary and storm sewer, water, gas, cable television, drainage and other public conveniences or utilities, upon, in or over those portions of the Properties (including Lots, Parcels, Common Areas, Limited Common Areas and Neighborhood Common Areas) as Developer, its successors or assigns may consider to be reasonably necessary (the "Utility Easements"). However, after Developer ceases to be the Owner of a Lot or Parcel, no Utility Easements shall be placed on the portion of such Lot or Parcel on which is already located a building which was either constructed by Developer or approved by the Architectural Review Committee or on which a building is to be located pursuant to Plans approved by the Architectural Review Committee or on any portion of a Lot which is not described or shown as an easement area on a recorded subdivision plat or Supplemental Declaration applicable to such Lot or Parcel. The Utility Easements shall include the right to cut trees, bushes or shrubbery and such other rights as Developer or the applicable governmental authority or utility company providing the utilities may require. The utility lines installed pursuant to the Utility Easements may be installed above or below ground, except as otherwise provided in any Supplemental Declaration. Developer shall have the right to convey Utility Easements to other Owners, to Parcel Developers, to governmental authorities or utility companies, to the Association and to any other party or parties.

**Section 8.2. Erosion Control.** Developer reserves a perpetual easement, right and privilege to enter upon any Lot, Parcel, Common Area, Limited Common Area or Neighborhood Common Area, and the Association is granted a perpetual easement, right and privilege to enter upon any Lot or Parcel, either before or after a building has been constructed thereon or during such construction, for the purpose of taking such erosion control measures as Developer or the Association deems necessary to prevent or correct soil erosion or siltation thereon; provided, however, that Developer or the Association shall not exercise such right unless it has given the Owner of the Lot or Parcel or the Association (as to the Common Area, Limited Common Area and the Neighborhood Common Area) at least ten days' prior notice thereof and the Owner or the Association, as the case may be, has failed to take appropriate action to correct or prevent the erosion or siltation problem. The cost incurred by the Association or by Developer in undertaking such erosion control measures on any Lot or Parcel shall become a special

assessment on such Lot or Parcel and shall constitute a lien against such Lot or Parcel and shall be collectible in the manner provided herein for the payment of assessments. This Section shall not apply to Lots or Parcels owned by Developer.

Section 8.3. Maintenance of Lots and Parcels. Developer reserves the perpetual easement, right and privilege, and the Association is granted the perpetual easement, right and privilege, to enter on any Lot or Parcel, after at least five days' notice to the Owner thereof, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, dispensing pesticides, herbicides and fertilizer and grass seed, removing trash and taking such other action as the Developer or the Association may consider necessary to correct any condition which detracts from the overall beauty of the Properties or which may constitute a hazard or nuisance. The cost incurred by the Association in taking such action (including any overhead costs associated therewith) shall constitute a special assessment on the Lot or Parcel and shall be collectible in the manner provided herein for the payment of assessments. This Section shall not apply to Lots or Parcels owned by Developer.

Section 8.4. Construction Easements and Rights. Notwithstanding any provision of this Declaration or of any Supplemental Declaration, so long as Developer is engaged in developing or improving any portion of the Properties or the Additional Area, Developer shall have an easement of ingress, egress and use over any lands not conveyed to an Owner for (i) movement and storage of building materials and equipment, (ii) erection and maintenance of directional and promotional signs and (iii) conduct of sales activities, including maintenance of model residences.

Section 8.5. Right of Entry for Governmental Personnel. A right of entry on any Common Area, Limited Common Area and Neighborhood Common Area is hereby granted to personnel of the County of James City in the lawful performance of their official duties, including but not limited to: law enforcement officers and fire and rescue personnel as needed to lawfully carry out their duties, including but not limited to enforcement of cleared emergency vehicle access; public utility and public works vehicles in the performance of their installation, maintenance and repair duties; and inspections personnel for the purpose of reviewing the Association's proper maintenance of the Common Area, Limited Common Area and Neighborhood Common Area.

Section 8.6. Easement for Landscaping, Signs and Related Purposes. There shall be and is hereby reserved to Developer for so long as it retains its rights as Developer and to the Association, a non-exclusive easement over all Lots, Parcels, Common Area, Limited Common Area and Neighborhood Common Area for a distance of twenty (20) feet behind any Lot or Parcel line which parallels, and is adjacent to, a street (whether public or private) for the purpose of erecting and maintaining street intersection signs, directional signs, temporary promotional signs, plantings, street lights, entrance features and/or "theme areas," lighting, stone, wood, or masonry wall features and/or related landscaping. Exercise of this easement shall be with the consent of the Owner of the

affected Lot or Parcel, or the Architectural Review Committee if such Owner does not consent.

Section 8.7. Easement for Use of Water Bodies and Irrigation. There is hereby reserved by the Developer a perpetual easement and right to use all lakes, ponds, creeks or water bodies lying within the Common Area, Limited Common Area or Neighborhood Common Area for the purposes of irrigation of other parcels now, or in the future, owned by Developer or third parties.

If Developer develops a commercial park, with commercial, office, industrial or retail sites, or any combination thereof, Developer may irrigate all or portions of these parcels with water drawn from the lakes, ponds, creeks and other water bodies lying within the Common Area, Limited Common Area and Neighborhood Common Area. Developer further retains: (i) the right to lay, install, construct and maintain an irrigation system, including underground irrigation lines, over all Common Areas, Limited Common Areas and Neighborhood Common Areas or landscaping easement areas granted to the Association for the purpose of providing irrigation to other parcels which may or may not be a part of the Properties, and (ii) the right to enter onto the Common Area, Limited Common Area and Neighborhood Common Area and to maintain the lakes, ponds, creeks or water bodies as may be necessary to insure that all such water bodies continue to provide a sufficient source of water to satisfy the irrigation needs described in this section. Nothing described in this section shall impose any obligation on Developer to maintain the lakes, ponds, creeks or water bodies, such obligation being the obligation of the Association.

Pursuant to Section 9.11, Developer shall have the right to transfer all or a portion of the rights retained by Developer under this section to third parties, including (i) the owners and their successors-in-interest of any lots within any commercial office park; or (ii) one or more commercial office park owners association(s), developed on parcels contiguous to the Properties.

Section 8.8. Easement for Encroachment. Each Lot, each Parcel, the Common Areas, the Limited Common Areas and the Neighborhood Common Areas are hereby declared to have an easement over all adjoining Lots, all adjoining Parcels, the Common Areas, the Limited Common Areas and any Neighborhood Common Areas for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of a building, or any other similar cause, and any encroachment due to building overhang or projection. There shall be valid easements for the maintenance of said encroachments so long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachment, settling or shifting; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful act or acts with full knowledge of said Owner or Owners. In the event a structure on any Lot or Parcel is partially or totally destroyed, and then repaired or rebuilt, the Owners of

each Lot or Parcel agree that minor unintentional encroachments over adjoining Lots shall be permitted, and that there shall be valid easements for the maintenance of said encroachments so long as they shall exist.

Section 8.9. Easements to Serve Additional Area. The Developer hereby reserves for itself and its duly authorized agents, representatives, employees, successors, assigns, licensees, and mortgagees, an easement over the Common Area, Limited Common Area and Neighborhood Common Area for the purposes of enjoyment, use, access, and development of the property described in Schedule "B," whether or not such property is made subject to this Declaration. This easement includes, but is not limited to, a right of ingress and egress over the Common Area, Limited Common Area and Neighborhood Common Area for construction of roads and for connecting and installing utilities on such property. Developer agrees that it and its successors and assigns shall be responsible for any damage caused to the Common Area, Limited Common Area and Neighborhood Common Area as a result of vehicular traffic connected with development of such property. Developer further agrees that if the easement is exercised for permanent access to such property and such property or any portion thereof is not made subject to this Declaration, the Developer, its successors and assigns shall enter into a reasonable easement agreement with the Association to share the cost of maintenance of any access roadway serving such property.

Section 8.10. Utility, Walkway, Landscaping and Right-of-Way Easement. Developer, for itself and its successor and assigns, and/or for the benefit of the Association, reserves the right to grant any easements for the benefit of the Properties and/or any other property in the vicinity of New Town over, upon, across and under all or any portion of the Common Area, Limited Common Area or Neighborhood Common Area. Without limiting the generality of the foregoing, as of the date of this Declaration, Developer has conveyed to the Association a non-exclusive easement over, upon, across and under certain portions of the Properties, such easement being more particularly described in that certain Utility, Walkway, Landscaping, and Right-of Way Easement dated June 17, 2005, recorded in the Clerk's Office on June 21, 2005 as Instrument Number 050013787.

## ARTICLE IX

### GENERAL PROVISIONS

Section 9.1. Duration. The covenants and restrictions of this Declaration shall run with and bind the Properties for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of twenty-five (25) years, unless at the expiration of any such period the covenants and restrictions are expressly terminated by an instrument signed by Owners of a majority of the Lots and Parcels. Notwithstanding the foregoing, the provisions of Section 4.2, Article VIII, and Section 8.5 shall be perpetual.



**Section 9.2. Amendments.** Except as otherwise set forth in this Declaration and subject to Section 10.4 of the Bylaws, this Declaration may be amended either (i) by Developer without the consent of any other Owners in order to correct typographical errors, inconsistent references, scrivener's errors, grammatical mistakes, and incorrect or ambiguous punctuation, for so long as Developer's Class B membership continues or (ii) by a vote of two-thirds of the sum of: (A) the Class A votes (including Developer as to Class A votes held by Developer), plus (B) the Class B votes (if any). Notwithstanding the foregoing, the provisions of Articles II and VIII and Sections 3.2, 4.7, 5.8, and this Section 9.2 may not be amended in any event without the written consent of Developer regardless of whether the Class B membership has terminated, and the provisions of Section 8.5 may not be amended without the consent of the Board of Supervisors of the County of James City. In addition, Developer shall have the right without the consent of any other Owners to amend this Declaration in any respect as may be necessary or appropriate in order for this Declaration or the Properties to comply with applicable laws now or hereafter enacted or to satisfy the requirements of any Federal Mortgage Agency, including, without limitation, the Veterans Administration, the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, or the U.S. Department of Housing and Urban Development, as the same may be amended from time to time, with respect to their purchase or guaranty of mortgage loans secured by Lots.

**Section 9.3. Enforcement.** Developer, the Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, easements, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or any Supplemental Declaration. Without limiting the generality of the foregoing, if any Owner fails to comply with any of the provisions of this Declaration or any Supplemental Declaration and such failure continues for at least five (5) days after notice thereof is given to the Owner, then either Developer or the Association may, but without any obligation to do so, take such action as either of them considers necessary or appropriate (including, without limitation, entering the Owner's Lot or Parcel) to correct the noncompliance; provided, however, that judicial proceedings are instituted before any Improvements are subsequently altered or demolished. The cost incurred in taking such action shall constitute a special assessment upon the Owner's Lot(s) and/or Parcel(s) and shall be collectible in the manner provided herein for the payment of assessments. Failure by the Developer, 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.

**Section 9.4. Limitations.** As long as the Developer has an interest in developing the Properties, any commercial property adjacent to the Properties and/or the Additional Area, the Association may not use its financial resources to defray any costs of opposing the development activities so long as they remain consistent with the general intent of this

Declaration. Nothing in this Section shall be construed to limit the rights of Members to act as individuals or in affiliation with other Members or groups.

Section 9.5. 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 9.6. Conflict. In the event of conflict among the Governing Documents, this Declaration shall control, then applicable Supplemental Declarations, then the Articles, then the Bylaws except that in all cases where the Governing Documents may be found to be in conflict with statute, the statute shall control.

Section 9.7. Interpretation. Unless the context otherwise requires, the use of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term "including" shall mean "including, without limitation." The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

Section 9.8. Use of the Words "New Town" or "New Town Residential Association." No person or entity shall use the words "New Town" or "New Town Residential Association" or any derivative thereof in any printed or promotional material without the prior written consent of Developer.

Section 9.9. [RESERVED].

Section 9.10. Approvals and Consents. All approvals and consents required or permitted by this Declaration (other than approvals or consents given by Members in a vote conducted in accordance with the Bylaws) shall be in writing, shall be signed by the party from whom the consent or approval is sought and, unless otherwise provided herein, may be withheld by such party in its sole discretion.

Section 9.11. Assignment of Developer's Rights. Any and all rights, powers, easements and reservations of Developer set forth herein may be assigned in whole or in part, at any time or from time to time, to the Association, to another Owner, to a Parcel Developer or to any other party in Developer's sole discretion. Each such assignment shall be evidenced by an instrument which shall be signed by Developer and its assignee and recorded in the Clerk's Office.

Section 9.12. Successors and Assigns. The provisions hereof shall be binding upon and shall inure to the benefit of Developer, the Association and (subject to Article II hereof) the Owners and their respective heirs, legal representatives, successors and assigns.

Section 9.13. Compliance with Property Owners' Association Act. The Association shall be subject to and comply with the Virginia Property Owners' Association Act as set out in § 55-509 et seq., in the Code of Virginia, as amended.

## ARTICLE X

### DISSOLUTION OF THE ASSOCIATION

The Association may be dissolved at a duly held meeting at which a quorum is present upon the vote of more than two-thirds (2/3) of the votes, in person or by proxy, of the Class A members and the vote of the Class B member. No such dissolution shall occur without the prior consent of the Board of Supervisors of James City County, Virginia. Prior to dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be offered for dedication to the locality in which they are situated. In the event that such dedication is refused acceptance upon dissolution, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to similar purposes.

## ARTICLE XI

### NOTICES

All notices, demands, requests and other communications required or permitted hereunder shall be in writing and shall either be delivered in person or sent by overnight express courier or by U.S. first class mail, postage prepaid. Notices to the Developer shall be sent to New Town Associates, LLC, 4801 Courthouse Street, Suite 329, Williamsburg, Virginia 23188, Attention: Secretary, with copies to Elizabeth L. White, Esq., Kaufman & Canoles, 4801 Courthouse Street, Suite 300, Post Office Box 6000, Williamsburg, Virginia 23188 or to such other address as the Developer shall specify by executing and recording an amendment to this Declaration, which amendment shall not require the approval of any other parties as provided in Section 9.2. Notices to the Association or to Owners (other than Developer) may be sent to the address which the Bylaws provide shall be used for them. All such notices, demands, requests and other communications shall be deemed to have been given when sent to the appropriate address specified above. Rejection or other refusal to accept shall not invalidate the effectiveness of any notice, demand, request or other communication. Notwithstanding the foregoing, any notice of the filing of a memorandum of assessment lien shall be sent in the manner required by § 55-516C of the Virginia Code.

[Remainder of page is left intentionally blank. Signatures follow on next page.]

IN WITNESS WHEREOF the undersigned have caused this Declaration to be executed on their behalf by their duly authorized representatives as of the date and year first above written. This Declaration may be executed in two or more counterparts and by facsimile, each of which shall be an original and all of which together shall constitute but one and the same instrument.

NEW TOWN ASSOCIATES, LLC,  
a Virginia limited liability company

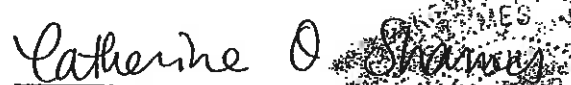
By:

  
John R. McCann

Title: Executive Director

COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in James City County, Virginia on this 29<sup>th</sup> day of June, 2005, by John P. McCann, as Executive Director of New Town Associates, LLC, a Virginia limited liability company, on its behalf.

  
Catherine O. Shaw

Notary Public

My commission expires: June 30, 2008



NEW TOWN OF WILLIAMSBURG, VA., L.L.C.,  
a Virginia limited liability company

By: [Signature]  
Robert F. Ripley, Jr., Co-Manager

By: [Signature]  
Kenneth L. Allen, Co-Manager

COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in the City/County of James City, Virginia, this 28<sup>th</sup> day of June, 2005, by Robert F. Ripley, Jr., as Co-Manager of Newtown of Williamsburg, VA., L.L.C., a Virginia limited liability company, on its behalf.

Catherine O. Shames  
Notary Public

My commission expires: June 30, 2008.

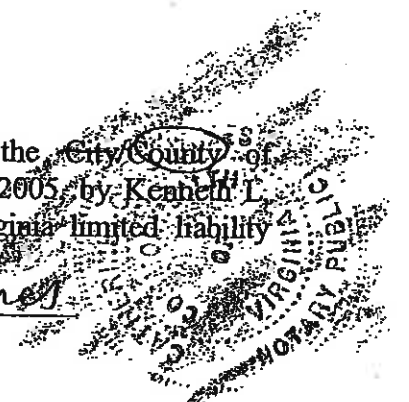


COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in the City/County of James City, Virginia, this 28<sup>th</sup> day of June, 2005, by Kenneth L. Allen, as Co-Manager of Newtown of Williamsburg, VA., L.L.C., a Virginia limited liability company, on its behalf.

Catherine O. Shames  
Notary Public

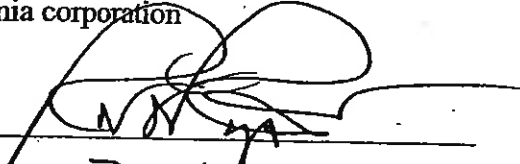
My commission expires: June 30, 2008.



G.C.R., INC.,  
a Virginia corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

  
\_\_\_\_\_  
President

COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in James City County  
Virginia on this 28<sup>th</sup> day of June, 2005, by Robert F. Ripley, Jr. as  
President of G.C.R., INC., a Virginia corporation, on its behalf.

Catherine D. Shames

Notary Public



My commission expires: June 30, 2008

HHJV, LLC,  
a Virginia limited liability company

By: \_\_\_\_\_

Title: \_\_\_\_\_

*[Handwritten Signature]*  
MANAGING MEMBER

COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in James City County  
Virginia on this 20<sup>th</sup> day of June, 2005, by Kenneth L. Allen as  
Managing Member of HHJV, LLC, a Virginia limited liability company, on its behalf.

Catherine D. Starnes  
Notary Public



~~My commission expires:~~ June 30, 2008

Pursuant to Proffer #1 (Proffers Applicable to all Property) of the New Town Proffers dated December 9, 1997, to Proffer #2 of the New Town – Sections 2 and 4 – Proffers dated November 1, 2001, as supplemented by Supplemental Proffers – New Town – Sections 2 and 4 dated October 3, 2003, and to Proffer #2 of the New Town – Sections 3 and 6 – Proffers dated October 25, 2004, this Amended and Restated Master Declaration of Protective Covenants and Restrictions for New Town (Residential) has been approved by the County Attorney's Office.

  
Leo P. Rogers, County Attorney

COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in James City County, Virginia on this 28<sup>th</sup> day of June, 2005, by Leo P. Rogers, County Attorney, for James City County on its behalf.

  
Mary Frances Rieger  
Notary Public

My commission expires: October 31, 2005



**EXHIBIT A**

**TO AMENDED AND RESTATED MASTER DECLARATION OF PROTECTIVE  
COVENANTS AND RESTRICTIONS**

Description of the Property

ALL those certain lots, pieces or parcels of land, together with improvements thereon and appurtenances thereto belonging, lying and being in Berkeley District of the County of James City, Virginia, set forth and labeled as "BLOCK 8, PARCEL "B," 53,064 sq. ft., 1.218 acres"; "BLOCK 8, PARCEL "C," 405,627 sq. ft., 9.312 acres"; and "BLOCK 5, PARCEL "F," 49,961 sq. ft., 1.147 acres", on that certain plat entitled, "PLAT OF SUBDIVISION, BLOCK 5, PARCEL F AND BLOCK 8, PARCELS A, B AND C, NEW TOWN, BEING A PORTION OF THE PROPERTY OWNED BY NEW TOWN ASSOCIATES, LLC, Berkeley District, County of James City, Virginia", made by AES Consulting Engineers, dated 3/5/04, revised 4/30/04 and 5/13/04 and recorded in the Clerk's Office of the Circuit Court of the City of Williamsburg and the County of James City, Virginia as Instrument 040013864.

## EXHIBIT B

### TO AMENDED AND RESTATED MASTER DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

#### Description of Additional Area

ALL that certain lot, piece or parcel of land, together with improvements thereon and appurtenance thereto belonging, lying and being in Berkeley District of the County of James City, Virginia, containing a total of 300.71 acres on the west line of Ironbound Road, all as shown on the survey dated May 26, 2000, last revised June 7, 2000, prepared by Ronald W. Eads, Land Surveyor, entitled "ALTA/ACSM Land Title Survey Portion of Property Owned by C.C. Casey Limited Company, Containing a Total of 300.714 Acres", which plat is attached to the Deed to The College of Williams and Mary Real Estate Foundation, Inc., dated June 23, 2000 and which plat reference is made for a more particular description of the Additional Property.

BEING the same property conveyed to Declarant by deed dated June 23, 2000 from C.C. Casey Limited Company, a Virginia limited liability company, and The College of William and Mary Real Estate Foundation, Inc., a Virginia non-stock corporation, recorded in the Clerk's Office of the Circuit Court of the City of Williamsburg and the County of James City, Virginia, as instrument 000012573.

LESS AND EXCEPT, all those certain lots, pieces or parcels of land set forth and described in Exhibit A to the Declaration and all those certain lots, pieces or parcels of land subject to the Amended and Restated Master Declaration of Covenants, Easements and Restrictions for New Town Commercial Properties recorded as Instrument 020031430.

CERTIFICATION PURSUANT TO VIRGINIA CODE SECTION 55-515.1F

In my capacity as President of New Town Residential Association, Inc., I hereby certify that the requisite majority of lot owners have voted to approve the Amended and Restated Master Declaration of Protective Covenants and Restrictions for New Town Residential Association, Inc. as evidenced by their execution of the same.


NEW TOWN RESIDENTIAL  
ASSOCIATION, INC.,  
a Virginia nonstock corporation

By: 

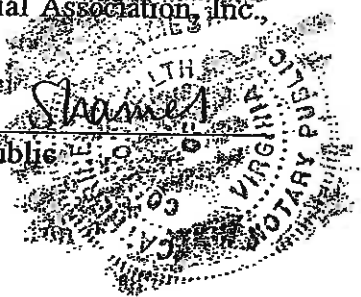
Title President

COMMONWEALTH OF VIRGINIA,  
AT LARGE, to wit:

The foregoing instrument was acknowledged before me in  
James City County, Virginia on this 29<sup>th</sup> day of June, 2008, by  
John P. McCann, President of New Town Residential Association, Inc.  
on its behalf.

  
Notary Public

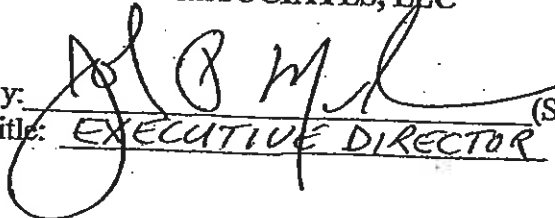
My Commission Expires June 30, 2008



JOINDER OF NEW TOWN ASSOCIATES, LLC

1. New Town Associates, LLC, a Virginia limited liability company ("NTA"), is the beneficiary of that certain Deferred Purchase Money Deed of Trust, dated as of August 12, 2004, from Newtown of Williamsburg, VA., L.L.C., a Virginia limited liability company, to David D. Redmond, a resident of the City of Richmond, Virginia, having a business address at 909 East Main Street, Suite 1200, Richmond, Virginia 23219, and R. Gaines Tavenner, a resident of the County of Goochland, Virginia, having a business address at 909 East Main Street, Suite 1200, Richmond, Virginia 23219, as Trustees, either of whom may act, and recorded in the Clerk's Office of the Circuit Court of the County of James City, on August 16, 2004, as Instrument No. 040020940 (the "Deed of Trust").
2. R. Gaines Tavenner, as sole-acting trustee, at the direction of NTA as evidenced by its signature below, hereby subordinates the lien of the Deed of Trust to the foregoing Amended and Restated Master Declaration of Protective Covenants and Restrictions. It is expressly understood that except as herein subordinated, the Deed of Trust remains in full force and effect as a first lien on the Mortgaged Property (as defined in the Deed of Trust).

NEW TOWN ASSOCIATES, LLC

By:  (SEAL)  
Title: EXECUTIVE DIRECTOR

SOLE ACTING TRUSTEE

\_\_\_\_\_, (SEAL)  
\_\_\_\_\_, Sole-Acting Trustee

COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in Henrico County  
Virginia, this 27<sup>th</sup> day of \_\_\_\_\_, 2005, by John P. McCann  
as Executive Director of New Town Associates, LLC, a Virginia limited  
liability company, on its behalf.

H. Maxine Hendricks  
Notary Public

My commission expires: December 31, 2008



COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in \_\_\_\_\_  
Virginia, this \_\_\_ day of \_\_\_\_\_, 2005, by \_\_\_\_\_  
as Trustee, on its behalf.

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

My commission expires: \_\_\_\_\_

SOLE ACTING TRUSTEE

R. Gaines Tavermer (SEAL)  
R. Gaines Tavermer, Sole-Acting Trustee

COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in \_\_\_\_\_,  
Virginia, this \_\_\_ day of \_\_\_\_\_, 2005, by \_\_\_\_\_  
as \_\_\_\_\_ of New Town Associates, LLC, a Virginia limited  
liability company, on its behalf.

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

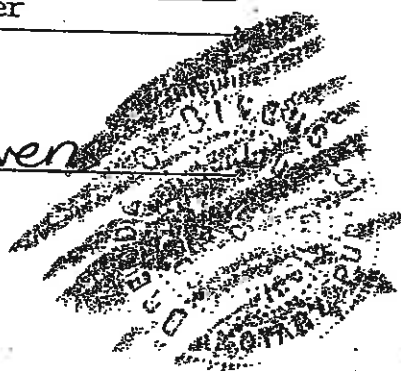
My commission expires: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in City of Richmond,  
Virginia, this 28 day of June, 2005, by R. Gaines Tavermer  
as Trustee, on its behalf.

Brenda O'Brien  
Notary Public

My commission expires: April 30, 2009



## JOINDER OF BRANCH BANKING AND TRUST COMPANY OF VIRGINIA

1. Branch Banking and Trust Company of Virginia, a state banking corporation ("BB&T"), is the beneficiary of the following:

(a) That certain Credit Line Deed of Trust, dated as of December 9, 2004, from Newtown of Williamsburg, VA., L.L.C., a Virginia limited liability company, to BB&T-VA Collateral Service Corporation as Trustee, and recorded in the Clerk's Office of the Circuit Court for the City of Williamsburg and County of James City, Virginia, on January 5, 2005, as Instrument No. 050000250 (the "Newtown VA Deed of Trust").

(b) That certain Credit Line Deed of Trust, dated as of March 3, 2005, from G.C.R., Inc., a Virginia corporation ("G.C.R.") to BB&T-VA Collateral Service Corporation as Trustee, and recorded in the Clerk's Office of the Circuit Court for the City of Williamsburg and County of James City, Virginia, on March 3, 2005, as Instrument No. 050004592 (the "G.C.R. Deed of Trust"), as supplemented by that certain Supplement to Deed of Trust, dated as of April 28, 2005 from G.C.R. to Mark C. Hanna, Trustee, and recorded in Clerk's Office of the Circuit Court for the City of Williamsburg and County of James City, Virginia on May 10, 2005 as Instrument No. 050010184 (the "G.C.R. Supplement").

(c) That certain Credit Line Deed of Trust, dated as of May 6, 2005, from HHJV, a Virginia limited liability company, to BB&T-VA Collateral Service Corporation as Trustee, and recorded in the Clerk's Office of the Circuit Court for the City of Williamsburg and County of James City, Virginia, on May 11, 2005, as Instrument No. 050010284 (the "HHJV Deed of Trust").

2. BB&T-VA Collateral Service Corporation, as sole-acting trustee, at the direction of BB&T as evidenced by its signature below, hereby subordinates (a) the lien of the Newtown VA

Page 1 of 3

Page 55 of 57

Deed of Trust, (b) the lien of the G.C.R. Deed of Trust and G.C.R. Supplement, and (c) the lien of the HHJV Deed of Trust to the foregoing Amended and Restated Master Declaration of Protective Covenants and Restrictions. It is expressly understood that except as herein subordinated, the Newtown VA Deed of Trust, the G.C.R. Deed of Trust and G.C.R. Supplement, and the HHJV Deed of Trust remain in full force and effect as first liens on the Mortgaged Property (as defined in the Newtown VA Deed of Trust, G.C.R. Deed of Trust and G.C.R. Supplement, and the HHJV Deed of Trust respectively).

BRANCH BANKING AND TRUST COMPANY  
OF VIRGINIA

By: A.P. Rosendaal (SEAL)  
Title: Senior Vice President

SOLE ACTING TRUSTEE

[Signature] (SEAL)  
Trustee, Sole-Acting Trustee

COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in Newport News Virginia,  
this 27<sup>th</sup> day of June, 2005, by A.P. Rosendaal, II,  
Senior Vice President of Branch Banking and Trust Company of Virginia, on its behalf.

[Signature]  
Notary Public



My commission expires: 12-31-07  
Page 2 of 3



COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in Manassas, Virginia,  
this 27<sup>th</sup> day of June, 2005, by Mark C. Hanna, as Sole-Acting  
Trustee.

Julia King  
Notary Public

My commission expires: 12-31-07



#6071235 v1

VIRGINIA: CITY OF WILLIAMSBURG & COUNTY OF JAMES CITY  
This document was admitted to record on 6-29-2005  
at 1:49 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

Prepared by and Return to:  
Susan B. Tarley, Esquire  
Virginia State Bar No. 28896  
TARLEY ROBINSON, PLC  
4801 Courthouse Street, Suite 122  
Williamsburg, VA 23188

Tax Map Nos.  
See attached Exhibit "A"

FIRST AMENDMENT TO THE AMENDED AND RESTATED  
MASTER DECLARATION OF PROTECTIVE COVENANTS  
NEW TOWN RESIDENTIAL

This First Amendment to the Amended and Restated Master Declaration of Protective Covenants (the "First Amendment") is made this 6<sup>th</sup> day of June, 2020 by New Town Residential Association, Inc., a Virginia nonstock corporation (the "Association"), and the Owners of Lots in New Town listed on Exhibit "A", (collectively "Grantors"). *and grantees*

WITNESSETH:

WHEREAS, New Town Associates, LLC, a Virginia limited liability company, as developer of New Town located in James City County, Virginia subjected certain real property set forth and labeled as "BLOCK 8, PARCEL "B," 53,064 sq. ft., 1.218 acres"; "BLOCK 8, PARCEL "C," 405,627 sq. ft., 9.312 acres"; and "BLOCK 5, PARCEL "F," 49,961 sq. ft., 1.147 acres", on that certain plat entitled "PLAT OF SUBDIVISION, BLOCK 5, PARCEL F and BLOCK 8, PARCELS A, B, and C, NEW TOWN, BEING A PORTION OF THE PROPERTY OWNED BY NEW TOWN ASSOCIATES, LLC, Berkeley District, County of James City, Virginia", made by AES Consulting Engineers, dated 3/5/04, revised 4/30/04 and 5/13/04 and recorded in the Clerk's Office of the Circuit Court of the City of Williamsburg and the County of James City, Virginia (The "Clerk's Office") as Instrument No., 040013864 to that certain Amended and Restated Master Declaration of Protective Covenants and Restrictions dated June 27, 2005 and recorded in the Clerk's Office on June 29, 2005 as Instrument No. 050014430 (the "Declaration"); and

WHEREAS, New Town Associates, LLC, reserved the right in Section 2.2 of the Declaration to subject Additional Area to the Declaration, said Additional Area being more particularly described on Exhibit "B" to the Declaration; and

WHEREAS, New Town Associates, LLC added certain real property identified as Additional Area to the Declaration during the development phase by Supplemental Declarations for various Neighborhoods; and

WHEREAS, the time period for New Town Associates, LLC to subject the Additional

Area to the Declaration terminated on March 31, 2020 and the Additional Area described on Exhibit "B" to the Declaration ceased to be Additional Area; and

WHEREAS, the Association finds it to be in the best interest of the Association to amend the Declaration to permit the addition of certain properties that were erroneously not included in Supplemental Declarations when various neighborhoods were subjected to the Declaration; and

WHEREAS, Section 9.2 of the Declaration provides that the Declaration may be amended by a vote of two-thirds of the Class A Votes in the Association; and

WHEREAS, at a duly called meeting, 69% of the Class A Votes voted in person, by proxy or electronically to approve this amendment.

WHEREAS, pursuant to Va. Code Ann. § 55.1-1829(F), agreement of the required majority of Class A Votes is evidenced by their execution of this amendment with the signature pages and electronic voting results attached as Exhibit "B"; and

WHEREAS, pursuant to Va. Code Ann. § 55.1-1829(F), this amendment shall become effective when it is recorded together with the certification signed by the President of the Association that the requisite majority signed this amendment, and said certification is included within this amendment.

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 First Amendment which amends the Amended and Restated Master Declaration of Protective Covenants and Restrictions, 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 2 of the Declaration is hereby amended to add the following new Section 2.8:

ARTICLE II. ADDITIONS TO PROPERTIES

2.8. Right to Subject Additional Area to Declaration. The Additional Area described on Exhibit "B" of the Declaration is reinstated as Additional Area which may be subjected to the Declaration pursuant to the terms contained herein. The Association shall have the right to submit any residential real property contained within the area described as Additional Area on Exhibit "B" of the Declaration to the provisions of the Declaration and the jurisdiction of the Association with the approval of the Owner of the property to be added, and the affirmative vote of the Board of Directors. The Association shall effect such addition by recording a Supplemental Declaration which shall (a) describe the Additional Area being subjected to the

Declaration and further subject the Additional Area to any Supplemental Declaration pertaining to the Neighborhood (as defined in the Declaration) in which the Additional Area is located; and (b) declare that such added property is held, and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the provisions of the Declaration, and any Supplemental Declaration for the Neighborhood. The Supplemental Declaration shall be signed and acknowledged by the Owner, and the President of the Association who shall certify that the Board of Directors approved adding the property to the Declaration. The right of the Association to add Additional Area to the Declaration shall be effective once all of the developer-appointed Board members have been replaced by Board members elected by the members of the Association.

All other terms and conditions of the Declaration remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Association has caused this First Amendment to be executed by Charles M. Stetler, President of New Town Residential Association, Inc. who certifies that this First Amendment was approved by the Board of Directors, and at least two-thirds of the Class A Votes in the Association.

NEW TOWN RESIDENTIAL ASSOCIATION, INC.

By: Charles M. Stetler

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

The foregoing First Amendment to the Amended and Restated Declaration of Protective Covenants was acknowledged before me this 14<sup>th</sup> day of September, 2020 by Charles M. Stetler, President of New Town Residential Association, Inc. on behalf of the corporation.

KIMBERLY G LOWERY  
NOTARY PUBLIC  
REGISTRATION # 251593  
COMMONWEALTH OF VIRGINIA  
MY COMMISSION EXPIRES  
DECEMBER 31, 2021

Kimberly G. Lowery  
Notary Public

First Amendment to the Amended and Restated  
Declaration of Protective Covenants of New Town Residential  
Page 3

Order: ZWRWBXS4Z  
Address: 2022 Holmes Ct E  
Order Date: 08-18-2024  
Document not for resale  
HomeWiseDocs  
3 of 164

050014432

SUPPLEMENTAL DECLARATION OF  
PROTECTIVE COVENANTS AND RESTRICTIONS

**ABBNEY COMMONS NEIGHBORHOOD**

BLOCK 5, PARCEL F  
BLOCK 8, PARCEL B

THIS SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS (this "Supplemental Declaration") is made this 27<sup>TH</sup> day of June, 2005, by NEW TOWN ASSOCIATES, LLC, a Virginia limited liability company, and NEWTOWN OF WILLIAMSBURG, VA., L.L.C., a Virginia limited liability company, G.C.R., INC., a Virginia corporation, and HHJV, LLC, a Virginia limited liability company. [Note to Clerk: Please index each party as both "Grantor" and "Grantee".]

RECITALS

- A. New Town Associates, LLC, a Virginia limited liability company, is the Developer ("Developer") under the Master Declaration of Protective Covenants and Restrictions dated May 19, 2004, and recorded in the Clerk's Office of the Circuit Court for the City of Williamsburg and County of James City, Virginia (the "Clerk's Office"), as Instrument Number 040013865. ( the "Original Declaration").
- B. The real property submitted to covenants, restrictions, easements, charges and liens of the Original Declaration is set forth and described in Exhibit A to the Original Declaration.
- C. By Deeds (i) dated June 23, 2004 and recorded in the Clerk's Office as Instrument Number 040016174 and (ii) dated August 11, 2004 and recorded in the Clerk's Office as Instrument

Tax Parcel No. 38-4-01-0-0050; 38-4-26-0-0001

Prepared by: Kaufman & Canoles

4801 Courthouse Street, Suite 300

Williamsburg, VA 23188

Number 040020939; Developer conveyed to Newtown of Williamsburg, VA, L.L.C., a Virginia limited liability company ("NWV"), certain real property as more particularly described in each of such Deeds (collectively, the "NWV Property") comprising a portion of the real property previously subjected to the Original Declaration.

D. By Deeds dated (i) March 2, 2005 and recorded in the Clerk's Office as Instrument No. 050004591 and (ii) April 28, 2005 and recorded in the Clerk's Office as Instrument No. 050010183, NWV conveyed to G.C.R., Inc., a Virginia corporation ("GCR") certain real property as more particularly described in each of such Deeds (collectively, the "GCR Property") comprising a portion of the property previously subjected to the Original Declaration.

E. By Deed dated April 28, 2005 and recorded in the Clerk's Office as Instrument No. 050010283, NWV conveyed to HHJV, LLC, a Virginia limited liability company ("HHJV") certain real property as more particularly described in such Deed (the "HHJV Property") comprising a portion of the property previously subjected to the Original Declaration.

F. By instrument entitled, "Amended and Restated Master Declaration of Protective Covenants and Restrictions for New Town (Residential)," dated June 27, 2005 and recorded in the Clerk's Office as Instrument Number 050014430 (the "Amended and Restated Declaration"), the Original Declaration was amended and restated in its entirety. The Amended and Restated Declaration, as may be hereafter amended, restated, modified or supplemented, is hereinafter referred to collectively as the "Declaration".

G. Developer, NWV, GCR and HHJV intend to subject the property described in Exhibit A hereto (the "Subjected Property") to the provisions hereinafter set forth.

NOW, THEREFORE, Developer, NWV, GCR and HHJV hereby declare and confirm that the Subjected Property shall be held, transferred, sold, conveyed and occupied subject to the covenants,

restrictions, easements, charges, liens and other provisions of the Declaration which are incorporated herein by reference; and further declare that the Subjected Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and other provisions of this Supplemental Declaration.

## ARTICLE I NEIGHBORHOOD DESIGNATION

The Submitted Property is hereby designated a "Neighborhood" (as defined in the Declaration) of the New Town Residential Association, Inc. (the "Association"), and shall be known as the "Abbey Commons Neighborhood".

## ARTICLE II PROPERTY SUBJECT TO THIS SUPPLEMENTAL DECLARATION

Section 1. Existing Property. The real property that is and shall be held, transferred, sold, conveyed, and occupied subject to this Supplemental Declaration consists of the lots, pieces or parcels of real property, together with improvements thereon, comprising the Subjected Property as more particularly described in Exhibit A attached hereto.

Section 2. Additions to Existing Property. All or any portions of the Additional Area, together with improvements thereon and easements, rights and appurtenances thereunto belonging or appertaining may be added to the Abbey Commons Neighborhood by Developer, without the consent of the Owner(s) [other than such Owner(s), if any, who hold record title to the real property being added], by recording an amendment to this Supplemental Declaration or a separate Supplemental Declaration.

## ARTICLE III NEIGHBORHOOD COMMON AREA DESIGNATIONS

Section 1. Neighborhood Common Areas. The following areas are hereby designated "Neighborhood Common Areas", as defined in the Declaration:

All areas shown and labeled as "COMMON AREA #1," "COMMON AREA #2," "COMMON AREA #3," "COMMON AREA #4," "COMMON AREA #5," "COMMON AREA #6," "COMMON AREA #7" and "COMMON AREA #8," and all those private streets shown and labeled as "BRITTANY WAY (20' PRIVATE R/W)" and "CREEKSIDE LOOP (20' PRIVATE R/W)," on the plat entitled "PLAT OF SUBDIVISION NEW TOWN BLOCK 8, PARCEL "B", LOTS 1-16 AND BLOCK 5, PARCEL "F"; LOTS 17-20 AND 25-34 BEING A PORTION OF THE PROPERTY OWNED BY NEWTOWN OF WILLIAMSBURG, VA., L.L.C. BERKELEY DISTRICT JAMES CITY COUNTY VIRGINIA," made by AES Consulting Engineers, dated October 22, 2004, revised February 4, 2005 AND March 24, 2005 and recorded in the Clerk's Office as Instrument Number 050008278 (the "5/F 8/B Plat").

#### ARTICLE IV NEIGHBORHOOD ASSESSMENTS

Section 1. Expenses Attributed to Townhome Lots. In addition to maintaining the Neighborhood Common Areas within the Neighborhood, the Association shall provide the following services for the benefit of the Lots within the Neighborhood on an "as needed" basis (as determined by the Association's Board of Directors), the cost of which shall be funded by the Neighborhood Assessment to be assessed pro-rata against the Owners of Lots within the Neighborhood:

- (a) Mowing, edging and trimming of grass within portions of Lots not located inside a fenced area.
- (b) Trimming of shrubs, trees and bushes within portions of Lots not located inside a fenced area.
- (c) Maintain, repair and replace sidewalks and street lighting.
- (d) Maintain 5' Drainage Easements shown on the Plat.

Section 2. Commencement of Neighborhood Assessment. The Neighborhood Assessment



shall commence as provided in Section 5.5 of the Declaration:

**ARTICLE V  
PARTY WALLS**

1. Party Walls. The rights and duties of the Owners with respect to party walls shall be as follows:

(a) General Rules of Law to Apply. Each wall which is built as a part of the original construction of the residences (excluding fences) upon the Lots and which is placed on the dividing line between two (2) Lots so as to be common with, or immediately adjacent to and touching a wall of the residence on the other Lot (i.e., a townhouse or duplex), shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) Sharing of Repair Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners who make use of the wall in proportion to such use. Any disputes over the reasonableness of the cost of such repair and maintenance shall be resolved in accordance with subsection (e) of this Article.

(c) Destruction by Fire or Other Casualty or Accident.

(i) Causes Attributable to Neither Owner. If a party wall is destroyed by fire, casualty or accident, the cause of which is not attributable to either Owner or to conditions existing on either Lot or within the residences thereon (e.g. fire caused by lightning and fire originating on property other than either Lot; damage due to storms, floods, wind or other acts of God), then the reasonable cost of the repair or reconstruction of the party wall shall be shared equally by the Owners who share use of the wall. Any disputes over the reasonableness of the cost of such repair or reconstruction shall be resolved in accordance with subsection (e) of this Article.

(ii) Causes Attributable to Conditions Existing on a Lot or Within the Residence

Thereon. If a party wall is destroyed or damaged by fire, casualty or accident, the cause of which is attributable to conditions existing on one of the Lots or within the residence thereof (e.g. fire originating in only one residence or pipes bursting in only one residence), but which is not attributable to the negligent or willful act or omission of either of the Owners, then the Owner of the Lot upon which such conditions existed (the "Contributing Owner") shall bear the full cost of repair and restoration of the party wall. If the Contributing Owner does not promptly commence efforts to repair and restore the party wall and thereafter diligently prosecute such repair and restoration to completion, then the other Owner (the "Noncontributing Owner") may effect such repair and restoration and either charge the cost of the same to the Contributing Owner or be entitled to prompt reimbursement for same. The costs incurred by the Noncontributing Owner shall constitute both the personal obligation and debt of the Contributing Owner and a lien in favor of the Noncontributing Owner against the Lot of the Contributing Owner.

(iii) Causes Attributable to the Fault of the Owner. If a party wall is damaged or destroyed by fire, casualty, or other causes attributable to the sole fault of either Owner (e.g. the negligent or willful act or omission of either Owner), then the Owner at fault shall bear the full cost of repair and restoration of the party wall. If the Owner at fault does not promptly commence efforts to repair and restore the party wall and thereafter diligently prosecute to completion such repair and restoration, the Owner who is not at fault (the "Innocent Owner") may effect such repair and restoration and either charge the costs of the same plus ten percent (10%) of such cost to the Owner at fault or be entitled to prompt reimbursement for same. The costs incurred by the Innocent Owner, as well as the ten percent (10%) penalty for failure to promptly initiate repair shall constitute both the personal obligation and debt of the Owner at fault and a lien in favor of the Innocent Owner against

the Lot of the Owner at fault. The rights of the Innocent Owner provided in this subsection shall not limit, but shall be in addition to, any right of the Innocent Owner to seek and collect greater damages from the Owner at fault if the damage or destruction is attributed to a willful or negligent act or omission of the Owner at fault.

(d) Weatherproofing. An Owner who by his negligent or willful act causes a party wall to be exposed to the elements shall bear the entire cost of furnishing the necessary protection against such elements. The Owner not at fault shall enjoy all the same rights and remedies as an Innocent Owner in Subsection c (ii) of this Article.

(e) Disputes. Upon any dispute arising concerning a party wall, any Owner may seek to have such dispute resolved by the Association's Board of Directors, by providing written notice of such intention to the other Owner and the President of the Association. Unless the responding Owner provides written notice to the initiating Owner and the President of the Association, stating his decision not to allow the dispute to be resolved by the Board of Directors, within fourteen (14) days after the receipt of the notice from the initiating Owner, the dispute shall be heard and resolved by the Board of Directors. The Board of Director's decision (i) must be in writing, but no reason need be given, and (ii) shall be final and binding on the parties to the dispute. Any party, including the Board of Directors, may be represented by counsel in connection with the presentation of a case before the Board of Directors. If any party to a dispute serves or has family members who serve on the Board of Directors, such party and such party's family members shall not take part in the Board of Directors' proceedings or decision with respect to such dispute. Notwithstanding the foregoing, disputes under Subsection (b) or Subsection (c)(ii) of this Article shall be resolved by the Board of Directors in accordance with the Subsection (e) and no party may "opt-out" or avoid this procedure.

(f) Non Applicability. To the extent, but only to the extent, any provision of this Article is inconsistent with the provisions of any condominium instruments creating a condominium within New Town, the Virginia Condominium Act, or the concept of condominium ownership, such provisions shall not apply to party walls between Lots when such Lots are condominium units.

## ARTICLE VI EASEMENTS

Section 1. Easements Per the Declaration. The Subjected Property shall be subject to all easements and reservations set forth in the Declaration, which easements and reservations are hereby reserved and granted to Developer, the Association and such other benefited parties referenced in the Declaration, and such easements and reservations are incorporated herein in their entirety by reference.

Section 2. Power of Attorney Reserved. There shall be and is hereby reserved to the Developer and its successors and assigns, a Power of Attorney with respect to the Subjected Property, to grant easements required by any governmental agency or authority in connection with the release of public improvement bonds or the acceptance of streets for public maintenance. This Power of Attorney shall continue for a period of sixty (60) months from the date hereof, or until (i) the earlier release of all public improvement bonds and (ii) the earlier acceptance of all streets that have been designated to be dedicated to the municipality for public maintenance concerning the Subjected Property.

Section 3. Easements for Encroachments. Without limiting the easements set forth in Section 8.8 of the Declaration, each Lot within the Neighborhood is declared to have an easement over all adjoining Lots, Common Areas and the Neighborhood Common Areas for the purpose of accommodating any encroachment due to building overhang or projection, steps, porches and/or ramps attached to and/or serving the improvements on such Lot. The existence of such easements for

encroachment shall in no way alter the obligation of the respective Owner(s) to maintain such items, nor shall the encroachment of such items onto adjoining Lots, the Common Areas and/or the Neighborhood Common Areas create or impose any obligation or liability of the Association to maintain, repair, replace or insure such items.

## ARTICLE VII GENERAL PROVISIONS

Section 1. Duration. This Supplemental Declaration shall continue and remain in full force and effect at all times with respect to the Subjected Property and each part thereof (subject, however, to the right to amend as provided for herein and in the Declaration) for so long as the Declaration remains in full force and effect.

Section 2. Amendment. This Supplemental Declaration may be amended at any time in the ~~same manner as Amendments~~ to the Declaration. Any amendment must be recorded to become effective.

Section 3. Run with Land. The covenants and restrictions of this Supplemental Declaration and the Declaration shall run with and bind the Subjected Property and the Owners and Occupants thereof.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not effect any other provisions, which shall remain in full force and effect.

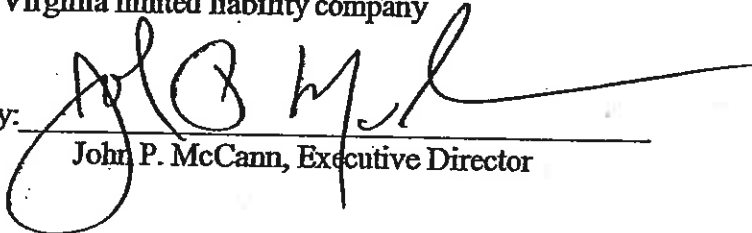
Section 5. Terms and Definitions. Except as expressly provided otherwise herein, the terms used herein shall have the same meaning and definition as set forth in the Declaration.

Section 6. Contravention. Nothing contained herein shall be construed as altering, amending or vacating the provisions of the ordinances of the County of James City, Virginia, which shall have full force and effect on all property subject to the Supplemental Declaration.

IN WITNESS WHEREOF, the Developer has caused this Supplemental Declaration to be executed as of the day and year first above written. This Supplemental Declaration may be executed in two or more counterparts and by facsimile, each of which shall be an original and all of which together shall constitute one and the same instrument.

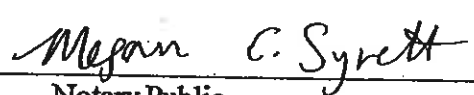
NEW TOWN ASSOCIATES, LLC,  
a Virginia limited liability company

By: \_\_\_\_\_

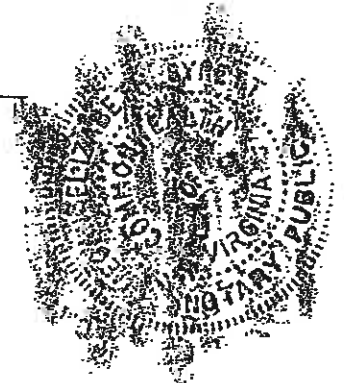
  
John P. McCann, Executive Director

COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit: \_\_\_\_\_

The foregoing instrument was acknowledged before me in the City/County of James City, Virginia, this 21<sup>st</sup> day of June, 2005, by John P. McCann, as Executive Director of New Town Associates, LLC, a Virginia limited liability company, on its behalf.

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

My commission expires: August 31, 2008



NEW TOWN OF WILLIAMSBURG, VA., L.L.C.,  
a Virginia limited liability company

By: [Signature]  
Robert F. Ripley, Jr., Co-Manager

By: [Signature]  
Kenneth L. Allen, Co-Manager

COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in the City/County of James City, Virginia, this 28<sup>th</sup> day of June, 2005, by Robert F. Ripley, Jr., as Co-Manager of Newtown of Williamsburg, VA., L.L.C., a Virginia limited liability company, on its behalf.

Catherine O. Shames  
Notary Public

My commission expires: June 30, 2008.

COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in the City/County of James City, Virginia, this 29<sup>th</sup> day of June, 2005, by Kenneth L. Allen, as Co-Manager of Newtown of Williamsburg, VA., L.L.C., a Virginia limited liability company, on its behalf.

Catherine O. Shames  
Notary Public

My commission expires: June 30, 2008.

G.C.R., INC.,  
a Virginia corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

*[Handwritten signature of Robert F. Ripley, Jr.]*  
President

COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in James City County  
Virginia on this 28<sup>th</sup> day of June, 2005, by Robert F. Ripley, Jr. as  
President of G.C.R., INC., a Virginia corporation, on its behalf.

Catherine O. Shames  
Notary Public

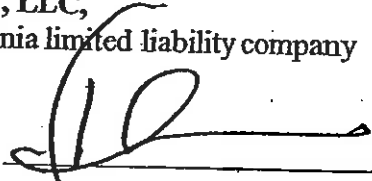


My commission expires: June 30, 2008



HHJV, LLC,  
a Virginia limited liability company

By:

  
\_\_\_\_\_

Title:

Managing Member  
\_\_\_\_\_

COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in James City County,  
Virginia on this 28<sup>th</sup> day of June, 2005, by Kenneth L. Allen, as  
Managing Member of HHJV, LLC, a Virginia limited liability company, on its behalf.

Catherine O. Shames

Notary Public



My commission expires: June 30, 2008

**EXHIBIT A**

All those certain lots, pieces or parcels of land with the buildings and improvements thereon, situate, lying and being in the County of James City, Virginia, and being known, numbered and designated as Lots 1 through 16 in Block 8, Parcel "B," Lots 17 through 20 and Lots 25 through 34 in Block 5, Parcel "F," as shown on that certain plat entitled "PLAT OF SUBDIVISION NEW TOWN BLOCK 8, PARCEL "B", LOTS 1-16 AND BLOCK 5, PARCEL "F", LOTS 17-20 AND 25-34 BEING A PORTION OF THE PROPERTY OWNED BY NEWTOWN OF WILLIAMSBURG, VA., L.L.C. BERKELEY DISTRICT JAMES CITY COUNTY VIRGINIA," made by AES Consulting Engineers, dated October 22, 2004, revised February 4, 2005 and March 24, 2005, which said plat is duly recorded in the Clerk's Office of the Circuit Court of the City of Williamsburg and County of James City, Virginia, as Instrument Number 050008278 to which reference is here made.

JOINDER OF NEW TOWN ASSOCIATES, LLC

1. New Town Associates, LLC, a Virginia limited liability company ("NTA"), is the beneficiary of that certain Deferred Purchase Money Deed of Trust, dated as of August 12, 2004, from Newtown of Williamsburg, VA., L.L.C., a Virginia limited liability company, to David D. Redmond, a resident of the City of Richmond, Virginia, having a business address at 909 East Main Street, Suite 1200, Richmond, Virginia 23219, and R. Gaines Tavenner, a resident of the County of Goochland, Virginia, having a business address at 909 East Main Street, Suite 1200, Richmond, Virginia 23219, as Trustees, either of whom may act, and recorded in the Clerk's Office of the Circuit Court of the County of James City, on August 16, 2004, as Instrument No. 040020940 (the "Deed of Trust").
  
2. R. Gaines Tavenner, as sole-acting trustee, at the direction of NTA as evidenced by its signature below, hereby subordinates the lien of the Deed of Trust to the foregoing Supplemental Declaration of Protective Covenants and Restrictions. It is expressly understood that except as herein subordinated, the Deed of Trust remains in full force and effect as a first lien on the Mortgaged Property (as defined in the Deed of Trust).

NEW TOWN ASSOCIATES, LLC

By: [Signature] (SEAL)  
Title: EXECUTIVE DIRECTOR

SOLE ACTING TRUSTEE

\_\_\_\_\_, (SEAL)  
\_\_\_\_\_, Sole-Acting Trustee

COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in Henrico County  
Virginia, this 27<sup>th</sup> day of June, 2005, by John P. McCann  
as Executive Director of New Town Associates, LLC, a Virginia limited  
liability company, on its behalf.

[Signature]  
Notary Public



My commission expires: December 31, 2008

NEW TOWN ASSOCIATES, LLC

By: \_\_\_\_\_ (SEAL)  
Title: \_\_\_\_\_

SOLE ACTING TRUSTEE

R. Gaines Taverner (SEAL)  
R. Gaines Taverner, Sole-Acting Trustee

COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in \_\_\_\_\_  
Virginia, this \_\_\_\_ day of \_\_\_\_\_, 2005, by \_\_\_\_\_  
as \_\_\_\_\_ of New Town Associates, LLC, a Virginia limited  
liability company, on its behalf.

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

My commission expires: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in City of Richmond  
Virginia, this 28 day of June, 2005, by R. Gaines Taverner  
as Trustee, on its behalf.

Brenda O Bivers  
Notary Public



My commission expires: April 30, 2009

60714961

**JOINDER OF BRANCH BANKING AND TRUST COMPANY OF VIRGINIA**

1. Branch Banking and Trust Company of Virginia, a state banking corporation ("BB&T"), is the beneficiary of the following:

(a) That certain Credit Line Deed of Trust, dated as of December 9, 2004, from Newtown of Williamsburg, VA., L.L.C., a Virginia limited liability company, to BB&T-VA Collateral Service Corporation as Trustee, and recorded in the Clerk's Office of the Circuit Court for the City of Williamsburg and County of James City, Virginia, on January 5, 2005, as Instrument No. 050000250 (the "Newtown VA Deed of Trust").

(b) That certain Credit Line Deed of Trust, dated as of March 3, 2005, from G.C.R., Inc., a Virginia corporation ("G.C.R.") to BB&T-VA Collateral Service Corporation as Trustee, and recorded in the Clerk's Office of the Circuit Court for the City of Williamsburg and County of James City, Virginia, on March 3, 2005, as Instrument No. 050004592 (the "G.C.R. Deed of Trust"), as supplemented by that certain Supplement to Deed of Trust, dated as of April 28, 2005 from G.C.R. to Mark C. Hanna, Trustee, and recorded in Clerk's Office of the Circuit Court for the City of Williamsburg and County of James City, Virginia on May 10, 2005 as Instrument No. 050010184 (the "G.C.R. Supplement").

(c) That certain Credit Line Deed of Trust, dated as of May 6, 2005, from HHJV, a Virginia limited liability company, to BB&T-VA Collateral Service Corporation as Trustee, and recorded in the Clerk's Office of the Circuit Court for the City of Williamsburg and County of James City, Virginia, on May 11, 2005, as Instrument No. 050010284 (the "HHJV Deed of Trust").

2. BB&T-VA Collateral Service Corporation, as sole-acting trustee, at the direction of BB&T as evidenced by its signature below, hereby subordinates (a) the lien of the Newtown VA

Page 1 of 3

Page 19 of 21

Deed of Trust, (b) the lien of the G.C.R. Deed of Trust and G.C.R. Supplement, and (c) the lien of the HHJV Deed of Trust to the foregoing Supplemental Declaration of Protective Covenants and Restrictions. It is expressly understood that except as herein subordinated, the Newtown VA Deed of Trust, the G.C.R. Deed of Trust and G.C.R. Supplement, and the HHJV Deed of Trust remain in full force and effect as first liens on the Mortgaged Property (as defined in the Newtown VA Deed of Trust, G.C.R. Deed of Trust and G.C.R. Supplement, and the HHJV Deed of Trust respectively).

BRANCH BANKING AND TRUST COMPANY  
OF VIRGINIA

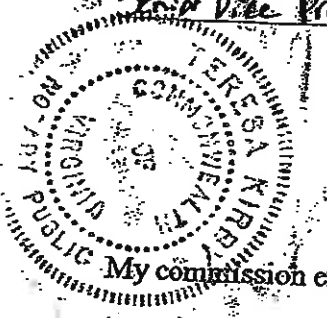
By: *A.P. Rosendaal* (SEAL)  
Title: *Senior Vice President*

SOLE ACTING TRUSTEE

*[Signature]* (SEAL)  
*Trustee*, Sole-Acting Trustee

COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in *Newport News*, Virginia, this *27<sup>th</sup>* day of *June*, 2005, by *A.P. Rosendaal, II*, *Senior Vice President* of Branch Banking and Trust Company of Virginia, on its behalf.



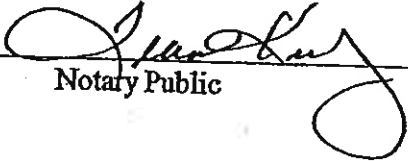
*[Signature]*  
Notary Public

My commission expires: *12-31-07*

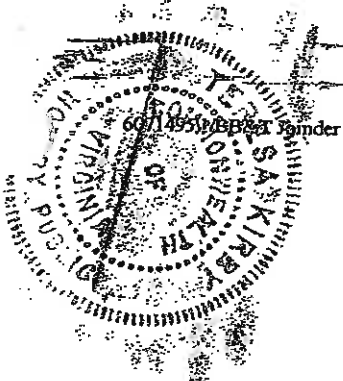


COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in Newport News, Virginia,  
this 27th day of June, 2005, by Mark C. Hanna, as Sole-Acting  
Trustee.

  
Notary Public

My commission expires: 12-31-07



VIRGINIA: CITY OF WILLIAMSBURG & COUNTY OF JAMES CITY  
This document was admitted to record on 6-29-2005  
at 1:58 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

060 001038

ANNEXATION AMENDMENT  
TO  
SUPPLEMENTAL DECLARATION  
OF PROTECTIVE COVENANTS AND RESTRICTIONS

ABBEY COMMONS NEIGHBORHOOD  
BLOCK 8, PARCEL C

THIS ANNEXATION AMENDMENT TO SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS is made this 17<sup>th</sup> day of January, 2006, by NEW TOWN ASSOCIATES, LLC, a Virginia limited liability company and NEWTOWN OF WILLIAMSBURG, VA., L.L.C., a Virginia limited liability company, G.C.R., INC., a Virginia corporation, and HHJV, LLC, a Virginia limited liability company.

[Note to Clerk: Please index each party as both "Grantor" and "Grantee"].

RECITALS

A. New Town Associates, LLC, a Virginia limited liability company, is the Developer ("Developer") under the Master Declaration of Protective Covenants and Restrictions dated May 19, 2004, and recorded in the Clerk's Office of the Circuit Court for the City of Williamsburg and County of James City, Virginia (the "Clerk's Office"), as Instrument Number 040013865 (the "Original Declaration").

B. The real property submitted to covenants, restrictions, easements, charges and liens of the Original Declaration is set forth and described in Exhibit A to the Original Declaration.

Tax Parcel No. (38-4)(26-2)  
Prepared by:  
Kaufman & Canoles, P.C.  
4801 Courthouse Street, Suite 300  
Williamsburg, Virginia 23188

C. By Deeds (i) dated June 23, 2004 and recorded in the Clerk's Office as Instrument Number 040016174 and (ii) dated August 11, 2004 and recorded in the Clerk's Office as Instrument Number 040020939; Developer conveyed to Newtown of Williamsburg, VA., L.L.C., a Virginia limited liability company ("NWV"), certain real property as more particularly described in the Deed (the "NWV Property") comprising a portion of the real property previously subjected to the Original Declaration.

D. By Deeds dated (i) March 2, 2005 and recorded in the Clerk's Office as Instrument No. 050004591 and (ii) April 28, 2005 and recorded in the Clerk's Office as Instrument No. 050010183, NWV conveyed to G.C.R., Inc., a Virginia corporation ("GCR") certain real property as more particularly described in each of such Deeds (collectively, the "GCR Property") comprising a portion of the property previously subjected to the Original Declaration.

E. By Deed dated April 28, 2005 and recorded in the Clerk's Office as Instrument No. 050010283, NWV conveyed to HHJV, LLC, a Virginia limited liability company ("HHJV") certain real property as more particularly described in such Deed (the "HHJV Property") comprising a portion of the property previously subjected to the Original Declaration.

F. By instrument entitled, "Amended and Restated Master Declaration of Protective Covenants and Restrictions for New Town (Residential)," dated June 27, 2005 and recorded in the Clerk's Office as Instrument Number 050014430 (the "Amended and Restated Declaration"), the Original Declaration was amended and restated in its entirety. The Amended and Restated Declaration, as may be hereafter amended, restated, modified or supplemented, is hereinafter referred to collectively as the "Declaration".

G. Developer, NWV, GCR and HHJV intend to subject the real property described in Exhibit A hereto (the "Subjected Property") to the Declaration pursuant to Article II of the Declaration, subject to the provisions set forth in the Supplemental Declaration of Protective Covenants and Restrictions dated June 27, 2005 and recorded in the Clerk's Office as Instrument Number 050014432 (the "Supplemental Declaration") and to the provisions set forth herein.

### AMENDMENT

NOW, THEREFORE, Developer, NWV, GCR and HHJV hereby declare that the Subjected Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, and liens set forth in the Declaration and the Supplemental Declaration, the terms, covenants, conditions and provisions of which are incorporated herein, and in this Annexation Amendment.

### NEIGHBORHOOD COMMON AREA DESIGNATIONS

Section 1. Neighborhood Common Areas. The following areas are hereby designated "Neighborhood Common Areas", as defined in the Declaration:

All areas shown and labeled as "COMMON AREA #1," "COMMON AREA #3," "COMMON AREA #4" and "COMMON AREA #5" and all those private streets shown and labeled as "CREEKSIDE LOOP (20' PRIVATE R/W)," "GWENS WAY (20' PRIVATE R/W)," "NANCYS WAY (20' PRIVATE R/W)" and "MARTHAS WAY (20' PRIVATE R/W)" on the plat entitled "PLAT OF SUBDIVISION NEW TOWN BLOCK 8, PARCEL "C", LOTS 35 THRU 104 BEING A PORTION OF THE PROPERTY OWNED BY NEWTOWN OF WILLIAMSBURG, VA., L.L.C. BERKELEY DISTRICT JAMES CITY COUNTY VIRGINIA," made by AES Consulting Engineers, dated November 3, 2004, revised February 4, 2005, March 24, 2005 and June 23, 2005 and recorded in the Clerk's Office as Instrument Number 050017973 (the

"8/C Plat").

**COMMON AREA DESIGNATIONS**

**Section 2. Common Areas.** The following area is hereby designated "Common Area," as defined in the Declaration:

All areas shown and labeled as "COMMON AREA #2" on the 8/C Plat.

IN WITNESS WHEREOF, the Developer, NWV, GCR and HHJV have caused this Amendment to be executed as of the day and year first above written. This Amendment may be executed in two or more counterparts and by facsimile, each of which shall be an original and all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank. Signatures continue on following pages.]

**NEW TOWN ASSOCIATES, LLC,**  
a Virginia limited liability company

By: \_\_\_\_\_

*[Handwritten Signature]*  
John P. McCann, Executive Director

COMMONWEALTH OF VIRGINIA  
ATLARGE, to-wit:

The foregoing instrument was acknowledged before me in the City/County of Henrico, Virginia, this 13<sup>th</sup> day of JANUARY, 2006, by John P. McCann, as Executive Director of New Town Associates, LLC, a Virginia limited liability company, on its behalf.

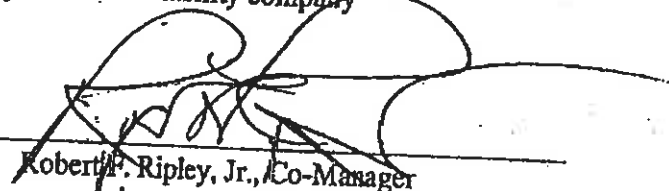
*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public

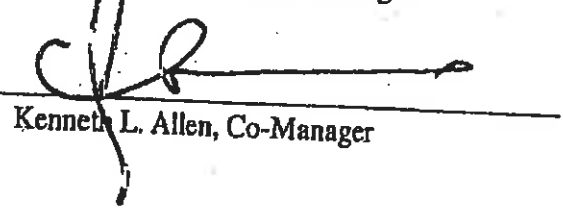
Notary Public

My commission expires: December 31, 2008.



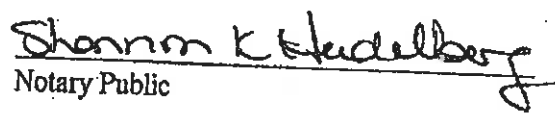
NEWTOWN OF WILLIAMSBURG, VA., L.L.C.,  
a Virginia limited liability company

By:   
Robert F. Ripley, Jr., Co-Manager

By:   
Kenneth L. Allen, Co-Manager

COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

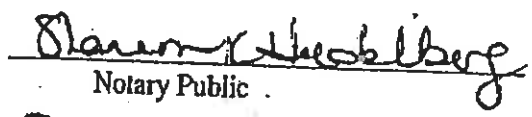
The foregoing instrument was acknowledged before me in the City/County of Newport News, Virginia, this 16<sup>th</sup> day of January, 2006, by Robert F. Ripley, Jr., as Co-Manager of Newtown of Williamsburg, VA., L.L.C., a Virginia limited liability company, on its behalf.

  
Notary Public

My commission expires: May 31<sup>st</sup>, 2009

COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in the City/County of Newport News, Virginia, this 16<sup>th</sup> day of January, 2006, by Kenneth L. Allen, as Co-Manager of Newtown of Williamsburg, VA., L.L.C., a Virginia limited liability company, on its behalf.

  
Notary Public

My commission expires: May 31<sup>st</sup>, 2009

G.C.R., INC.,  
a Virginia corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

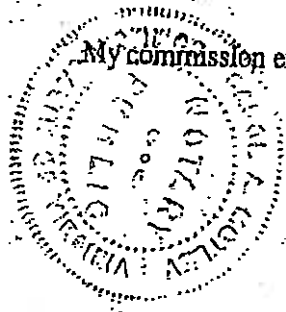
*[Handwritten signature]*  
*President*

COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in the City/County of Newport News Virginia, this 11th day of January, 2006, by Robert F. Ripley Jr. as President of G.C.R., Inc., a Virginia corporation, on its behalf.

*Carol M. Matney*  
\_\_\_\_\_  
Notary Public

My commission expires: 3-31-2007





HHJV, LLC  
a Virginia limited liability company

By: 

Title: MANAGER

COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in the City/County of Newport News, Virginia, this 17<sup>th</sup> day of January, 2006, by Kenneth L. Allen, as manager of HHJV, LLC, a Virginia limited liability company, on its behalf.

Sharon K Heidelberg  
Notary Public

My commission expires: May 31<sup>st</sup>, 2009.

**EXHIBIT A**

All those certain lots, pieces or parcels of land with the buildings and improvements thereon, situate, lying and being in the County of James City, Virginia, and being known, numbered and designated as Lots 35 through 104 in Block 8, Parcel "C" as shown on that certain plat entitled "PLAT OF SUBDIVISION NEW TOWN BLOCK 8, PARCEL "C", LOTS 35 THRU 104 BEING A PORTION OF THE PROPERTY OWNED BY NEWTOWN OF WILLIAMSBURG, VA., L.L.C. BERKELEY DISTRICT JAMES CITY COUNTY VIRGINIA," made by AES Consulting Engineers, dated November 3, 2004, revised February 4, 2005, March 24, 2005 and June 23, 2005, which said plat is duly recorded in the Clerk's Office of the Circuit Court of the City of Williamsburg and County of James City, Virginia, as Instrument Number 050017973 to which reference is here made.

**JOINDER  
OF  
BRANCH BANKING  
AND TRUST COMPANY OF VIRGINIA**

- 1) Branch Banking and Trust Company of Virginia, a state banking corporation ("BB&T"), is the beneficiary of the following:
  - a) That certain Credit Line Deed of Trust, dated as of December 9, 2004, from Newtown of Williamsburg, VA., L.L.C., a Virginia limited liability company, to BB&T-VA Collateral Service Corporation as Trustee, and recorded in the Clerk's Office of the Circuit Court for the City of Williamsburg and County of James City, Virginia, on January 5, 2005, as Instrument No. 050000250 (the "Newtown VA Deed of Trust").
  - b) That certain Credit Line Deed of Trust, dated as of March 3, 2005, from G.C.R., Inc., a Virginia corporation ("G.C.R.") to BB&T-VA Collateral Service Corporation as Trustee, and recorded in the Clerk's Office of the Circuit Court for the City of Williamsburg and County of James City, Virginia, on March 3, 2005, as Instrument No. 050004592 (the "G.C.R. Deed of Trust"), as supplemented by that certain Supplement to Deed of Trust, dated as of April 28, 2005 from G.C.R. to Mark C. Hanna, Trustee, and recorded in Clerk's Office of the Circuit Court for the City of Williamsburg and County of James City, Virginia on May 10, 2005 as Instrument No. 050010184 (the "G.C.R. Supplement").
  - c) That certain Credit Line Deed of Trust, dated as of May 6, 2005, from HHJV, a Virginia limited liability company, to BB&T-VA Collateral Service Corporation as Trustee, and recorded in the Clerk's Office of the Circuit Court for the City of Williamsburg and County of James City, Virginia, on May 11, 2005, as Instrument No. 050010284 (the "HHJV Deed of Trust").

2) BB&T-VA Collateral Service Corporation, as sole-acting trustee, at the direction of BB&T as evidenced by its signature below, hereby subordinates (a) the lien of the Newtown VA Deed of Trust, (b) the lien of the G.C.R. Deed of Trust and G.C.R. Supplement, and (c) the lien of the HHJV Deed of Trust to the foregoing Annexation Amendment to Supplemental Declaration of Protective Covenants and Restrictions. It is expressly understood that except as herein subordinated, the Newtown VA Deed of Trust, the G.C.R. Deed of Trust and G.C.R. Supplement, and the HHJV Deed of Trust remain in full force and effect as first liens on the Mortgaged Property (as defined in the Newtown VA Deed of Trust, G.C.R. Deed of Trust and G.C.R. Supplement, and the HHJV Deed of Trust respectively).

BRANCH BANKING AND TRUST COMPANY  
OF VIRGINIA

By: *A. Roosen* (SEAL)

Title: *Senior Vice President*

SOLE ACTING TRUSTEE  
*[Signature]* (SEAL)

*City Executive*, Sole-Acting Trustee

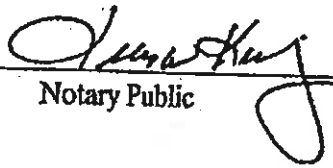
**JOINDER  
OF  
NEW TOWN ASSOCIATES, LLC**

1) New Town Associates, LLC, a Virginia limited liability company ("NTA"), is the beneficiary of that certain Deferred Purchase Money Deed of Trust, dated as of August 12, 2004, from Newtown of Williamsburg, VA., L.L.C., a Virginia limited liability company, to David D. Redmond, a resident of the City of Richmond, Virginia, having a business address at 909 East Main Street, Suite 1200, Richmond, Virginia 23219, and R. Gaines Tavenner, a resident of the County of Goochland, Virginia, having a business address at 909 East Main Street, Suite 1200, Richmond, Virginia 23219, as Trustees, either of whom may act, and recorded in the Clerk's Office of the Circuit Court of the County of James City, on August 16, 2004, as Instrument No. 040020940 (the "Deed of Trust").

2) R. Gaines Tavenner, as sole-acting trustee, at the direction of NTA as evidenced by its signature below, hereby subordinates the lien of the Deed of Trust to the foregoing Annexation Amendment to the Supplemental Declaration of Protective Covenants and Restrictions. It is expressly understood that except as herein subordinated, the Deed of Trust remains in full force and effect as a first lien on the Mortgaged Property (as defined in the Deed of Trust).

COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in Newport News, Virginia,  
this 17<sup>th</sup> day of January, 2006, by A.P. Roark,  
Service President of Branch Banking and Trust Company of Virginia, on its behalf.

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

My commission expires: 12-31-07



COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in Newport News, Virginia,  
this 17<sup>th</sup> day of January, 2006, by Keith Arnold, as Sole-Acting  
Trustee.

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

My commission expires: 12-31-07



NEW TOWN ASSOCIATES, LLC

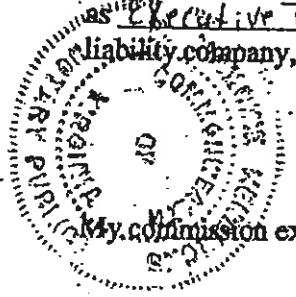
By: [Signature] (SEAL)  
Title: EXECUTIVE DIRECTOR

SOLE ACTING TRUSTEE

[Signature] (SEAL)  
R. GAINES TAVENNER, Sole-Acting Trustee

COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in Henrico County,  
Virginia, this 13<sup>th</sup> day of January, 2006, by John P. McCann  
as Executive Director of New Town Associates, LLC, a Virginia limited  
liability company, on its behalf.



[Signature]  
Notary Public

My commission expires: December 31, 2008

COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in Richmond,  
Virginia, this 3 day of January, 2006, by R. Gaines TAVENNER  
as Trustee, on its behalf.

[Signature]  
Notary Public

My commission expires: 11/31/2007

101399753

VIRGINIA: CITY OF WILLIAMSBURG & COUNTY OF JAMES CITY  
This document was admitted to record on 18 Jan 06  
at 3:55 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: [Signature] Clerk

060 001038

ANNEXATION AMENDMENT  
TO  
SUPPLEMENTAL DECLARATION  
OF PROTECTIVE COVENANTS AND RESTRICTIONS  
ABBEY COMMONS NEIGHBORHOOD  
BLOCK 8, PARCEL C

THIS ANNEXATION AMENDMENT TO SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS is made this 17<sup>th</sup> day of January, 2006, by NEW TOWN ASSOCIATES, LLC, a Virginia limited liability company and NEWTOWN OF WILLIAMSBURG, VA., L.L.C., a Virginia limited liability company, G.C.R., INC., a Virginia corporation, and HHJV, LLC, a Virginia limited liability company.

[Note to Clerk: Please index each party as both "Grantor" and "Grantee".]

RECITALS

A. New Town Associates, LLC, a Virginia limited liability company, is the Developer ("Developer") under the Master Declaration of Protective Covenants and Restrictions dated May 19, 2004, and recorded in the Clerk's Office of the Circuit Court for the City of Williamsburg and County of James City, Virginia (the "Clerk's Office"), as Instrument Number 040013865 (the "Original Declaration").

B. The real property submitted to covenants, restrictions, easements, charges and liens of the Original Declaration is set forth and described in Exhibit A to the Original Declaration.

Tax Parcel No. (38-4)(26-2)  
Prepared by:  
Kaufman & Canoles, P.C.  
4801 Courthouse Street, Suite 300  
Williamsburg, Virginia 23188

Order: 2WRWBXS4Z  
Address: 2022 Holmes Ct E  
Order Date: 08-18-2024  
Document not for resale  
HomeWiseDocs



C. By Deeds (i) dated June 23, 2004 and recorded in the Clerk's Office as Instrument Number 040016174 and (ii) dated August 11, 2004 and recorded in the Clerk's Office as Instrument Number 040020939; Developer conveyed to Newtown of Williamsburg, VA., L.L.C., a Virginia limited liability company ("NWV"), certain real property as more particularly described in the Deed (the "NWV Property") comprising a portion of the real property previously subjected to the Original Declaration.

D. By Deeds dated (i) March 2, 2005 and recorded in the Clerk's Office as Instrument No. 050004591 and (ii) April 28, 2005 and recorded in the Clerk's Office as Instrument No. 050010183, NWV conveyed to G.C.R., Inc., a Virginia corporation ("GCR") certain real property as more particularly described in each of such Deeds (collectively, the "GCR Property") comprising a portion of the property previously subjected to the Original Declaration.

E. By Deed dated April 28, 2005 and recorded in the Clerk's Office as Instrument No. 050010283, NWV conveyed to HHJV, LLC, a Virginia limited liability company ("HHJV") certain real property as more particularly described in such Deed (the "HHJV Property") comprising a portion of the property previously subjected to the Original Declaration.

F. By instrument entitled, "Amended and Restated Master Declaration of Protective Covenants and Restrictions for New Town (Residential)," dated June 27, 2005 and recorded in the Clerk's Office as Instrument Number 050014430 (the "Amended and Restated Declaration"), the Original Declaration was amended and restated in its entirety. The Amended and Restated Declaration, as may be hereafter amended, restated, modified or supplemented, is hereinafter referred to collectively as the "Declaration".

G. Developer, NWV, GCR and HHJV intend to subject the real property described in Exhibit A hereto (the "Subjected Property") to the Declaration pursuant to Article II of the Declaration, subject to the provisions set forth in the Supplemental Declaration of Protective Covenants and Restrictions dated June 27, 2005 and recorded in the Clerk's Office as Instrument Number 050014432 (the "Supplemental Declaration") and to the provisions set forth herein.

### AMENDMENT

NOW, THEREFORE, Developer, NWV, GCR and HHJV hereby declare that the Subjected Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, and liens set forth in the Declaration and the Supplemental Declaration, the terms, covenants, conditions and provisions of which are incorporated herein, and in this Annexation Amendment.

### NEIGHBORHOOD COMMON AREA DESIGNATIONS

Section 1. Neighborhood Common Areas. The following areas are hereby designated "Neighborhood Common Areas", as defined in the Declaration:

All areas shown and labeled as "COMMON AREA #1," "COMMON AREA #3," "COMMON AREA #4" and "COMMON AREA #5" and all those private streets shown and labeled as "CREEKSIDE LOOP (20' PRIVATE R/W)," "GWENS WAY (20' PRIVATE R/W)," "NANCYS WAY (20' PRIVATE R/W)" and "MARTHAS WAY (20' PRIVATE R/W)" on the plat entitled "PLAT OF SUBDIVISION NEW TOWN BLOCK 8, PARCEL "C", LOTS 35 THRU 104 BEING A PORTION OF THE PROPERTY OWNED BY NEWTOWN OF WILLIAMSBURG, VA., L.L.C. BERKELEY DISTRICT JAMES CITY COUNTY VIRGINIA," made by AES Consulting Engineers, dated November 3, 2004, revised February 4, 2005, March 24, 2005 and June 23, 2005 and recorded in the Clerk's Office as Instrument Number 050017973 (the

"8/C Plat").

**COMMON AREA DESIGNATIONS**

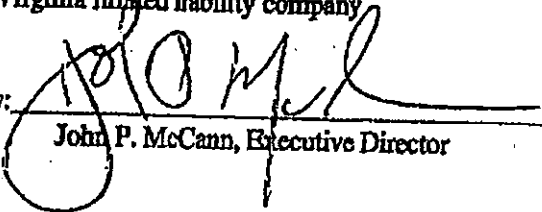
**Section 2. Common Areas.** The following area is hereby designated "Common Area," as defined in the Declaration:

All areas shown and labeled as "COMMON AREA #2" on the 8/C Plat.

IN WITNESS WHEREOF, the Developer, NWV, GCR and HHJV have caused this Amendment to be executed as of the day and year first above written. This Amendment may be executed in two or more counterparts and by facsimile, each of which shall be an original and all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank. Signatures continue on following pages.]

**NEW TOWN ASSOCIATES, LLC,**  
a Virginia limited liability company

By:   
John P. McCann, Executive Director

**COMMONWEALTH OF VIRGINIA**  
AT LARGE, to-wit:


The foregoing instrument was acknowledged before me in the City/County of Henrico, Virginia, this 3<sup>rd</sup> day of JANUARY, 2006, by John P. McCann, as Executive Director of New Town Associates, LLC, a Virginia limited liability company, on its behalf.

  
Notary Public

My commission expires: December 31, 2008.



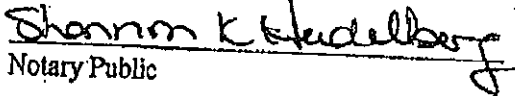
NEWTOWN OF WILLIAMSBURG, VA., L.L.C.,  
a Virginia limited liability company

By:   
Robert F. Ripley, Jr., Co-Manager

By:   
Kenneth L. Allen, Co-Manager

COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in the City/County of Newport News, Virginia, this 16<sup>th</sup> day of January, 2006, by Robert F. Ripley, Jr., as Co-Manager of Newtown of Williamsburg, VA., L.L.C., a Virginia limited liability company; on its behalf.

  
Notary Public

My commission expires: May 31<sup>st</sup>, 2009

COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in the City/County of Newport News, Virginia, this 16<sup>th</sup> day of January, 2006, by Kenneth L. Allen, as Co-Manager of Newtown of Williamsburg, VA., L.L.C., a Virginia limited liability company, on its behalf.

  
Notary Public

My commission expires: May 31<sup>st</sup>, 2009

G.C.R., INC.,  
a Virginia corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

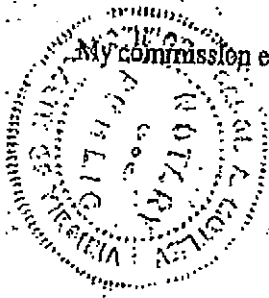
*[Handwritten signature]*  
*President*

COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in the City/County of Newport News Virginia, this 11th day of January, 2006, by Robert F. Ripley, Jr., as President of G.C.R., Inc., a Virginia corporation, on its behalf.

*Carol M. Matney*  
\_\_\_\_\_  
Notary Public

My commission expires: 3-31-2007



HHJV, LLC  
a Virginia limited liability company

By: [Signature]

Title: MANAGER

COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in the City/County of Newport News, Virginia, this 17<sup>th</sup> day of January, 2006, by Kenneth L. Allen as Manager of HHJV, LLC, a Virginia limited liability company, on its behalf.

Sharon K Heidelberg  
Notary Public

My commission expires: May 31<sup>st</sup>, 2009.

**EXHIBIT A**

All those certain lots, pieces or parcels of land with the buildings and improvements thereon, situate, lying and being in the County of James City, Virginia, and being known, numbered and designated as Lots 35 through 104 in Block 8, Parcel "C" as shown on that certain plat entitled "PLAT OF SUBDIVISION NEW TOWN BLOCK 8, PARCEL "C", LOTS 35 THRU 104 BEING A PORTION OF THE PROPERTY OWNED BY NEWTOWN OF WILLIAMSBURG, VA., L.L.C. BERKELEY DISTRICT JAMES CITY COUNTY VIRGINIA," made by AES Consulting Engineers, dated November 3, 2004, revised February 4, 2005, March 24, 2005 and June 23, 2005, which said plat is duly recorded in the Clerk's Office of the Circuit Court of the City of Williamsburg and County of James City, Virginia, as Instrument Number 050017973 to which reference is here made.



**JOINDER  
OF  
BRANCH BANKING  
AND TRUST COMPANY OF VIRGINIA**

- 1) Branch Banking and Trust Company of Virginia, a state banking corporation ("BB&T"), is the beneficiary of the following:
  - a) That certain Credit Line Deed of Trust, dated as of December 9, 2004, from Newtown of Williamsburg, VA., L.L.C., a Virginia limited liability company, to BB&T-VA Collateral Service Corporation as Trustee, and recorded in the Clerk's Office of the Circuit Court for the City of Williamsburg and County of James City, Virginia, on January 5, 2005, as Instrument No. 050000250 (the "Newtown VA Deed of Trust").
  - b) That certain Credit Line Deed of Trust, dated as of March 3, 2005, from G.C.R., Inc., a Virginia corporation ("G.C.R.") to BB&T-VA Collateral Service Corporation as Trustee, and recorded in the Clerk's Office of the Circuit Court for the City of Williamsburg and County of James City, Virginia, on March 3, 2005, as Instrument No. 050004592 (the "G.C.R. Deed of Trust"), as supplemented by that certain Supplement to Deed of Trust, dated as of April 28, 2005 from G.C.R. to Mark C. Hanna, Trustee, and recorded in Clerk's Office of the Circuit Court for the City of Williamsburg and County of James City, Virginia on May 10, 2005 as Instrument No. 050010184 (the "G.C.R. Supplement").
  - c) That certain Credit Line Deed of Trust, dated as of May 6, 2005, from HHJV, a Virginia limited liability company, to BB&T-VA Collateral Service Corporation as Trustee, and recorded in the Clerk's Office of the Circuit Court for the City of Williamsburg and County of James City, Virginia, on May 11, 2005, as Instrument No. 050010284 (the "HHJV Deed of Trust").

2) BB&T-VA Collateral Service Corporation, as sole-acting trustee, at the direction of BB&T as evidenced by its signature below, hereby subordinates (a) the lien of the Newtown VA Deed of Trust, (b) the lien of the G.C.R. Deed of Trust and G.C.R. Supplement, and (c) the lien of the HHJV Deed of Trust to the foregoing Annexation Amendment to Supplemental Declaration of Protective Covenants and Restrictions. It is expressly understood that except as herein subordinated, the Newtown VA Deed of Trust, the G.C.R. Deed of Trust and G.C.R. Supplement, and the HHJV Deed of Trust remain in full force and effect as first liens on the Mortgaged Property (as defined in the Newtown VA Deed of Trust, G.C.R. Deed of Trust and G.C.R. Supplement, and the HHJV Deed of Trust respectively).

BRANCH BANKING AND TRUST COMPANY  
OF VIRGINIA

By: *[Signature]* (SEAL)

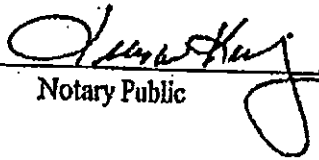
Title: Senior Vice President

SOLE-ACTING TRUSTEE  
*[Signature]* (SEAL)

City Executive, Sole-Acting Trustee

COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in Newport News, Virginia,  
this 17<sup>th</sup> day of January, 2006, by A.P. Raskind II,  
Senior Vice President of Branch Banking and Trust Company of Virginia, on its behalf.

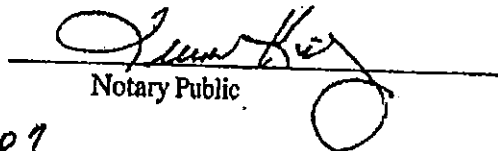
  
\_\_\_\_\_  
Notary Public

My commission expires: 12-31-07



COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in Newport News, Virginia,  
this 17<sup>th</sup> day of January, 2006, by Keith Arnold, as Sole-Acting  
Trustee.

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

My commission expires: 12-31-07



**JOINDER  
OF  
NEW TOWN ASSOCIATES, LLC**

1) New Town Associates, LLC, a Virginia limited liability company ("NTA"), is the beneficiary of that certain Deferred Purchase Money Deed of Trust, dated as of August 12, 2004, from Newtown of Williamsburg, VA., L.L.C., a Virginia limited liability company, to David D. Redmond, a resident of the City of Richmond, Virginia, having a business address at 909 East Main Street, Suite 1200, Richmond, Virginia 23219, and R. Gaines Tavenner, a resident of the County of Goochland, Virginia, having a business address at 909 East Main Street, Suite 1200, Richmond, Virginia 23219, as Trustees, either of whom may act, and recorded in the Clerk's Office of the Circuit Court of the County of James City, on August 16, 2004, as Instrument No. 040020940 (the "Deed of Trust").

2) R. Gaines Tavenner, as sole-acting trustee, at the direction of NTA as evidenced by its signature below, hereby subordinates the lien of the Deed of Trust to the foregoing Annexation Amendment to the Supplemental Declaration of Protective Covenants and Restrictions. It is expressly understood that except as herein subordinated, the Deed of Trust remains in full force and effect as a first lien on the Mortgaged Property (as defined in the Deed of Trust).

NEW TOWN ASSOCIATES, LLC

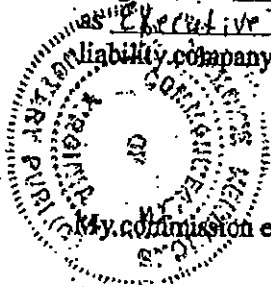
By: [Signature] (SEAL)  
Title: EXECUTIVE DIRECTOR

SOLE ACTING TRUSTEE

[Signature] (SEAL)  
R. GAINES TAVENNER, Sole-Acting Trustee

COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in Henrico County,  
Virginia, this 13<sup>th</sup> day of JANUARY, 2006, by John P. McCann  
as Executive Director of New Town Associates, LLC, a Virginia limited  
liability company, on its behalf.



[Signature]  
Notary Public

My commission expires: December 31, 2008

COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in Richmond,  
Virginia, this 13 day of January, 2006, by R. GAINES TAVENNER  
as Trustee, on its behalf.

[Signature]  
Notary Public

My commission expires: 11/31/2007

101399753

VIRGINIA: CITY OF WILLIAMSBURG & COUNTY OF JAMES CITY  
This document was admitted to record on 18 Jan 06  
at 3:55 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

- 14 -

\$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_  
TESTE: BETSY B. WOOLRIDGE, CLERK

BY: [Signature] Clerk

090 006229

Tax Map No.: Portion of (38-4)(1-56)

**SUPPLEMENTAL DECLARATION OF  
PROTECTIVE COVENANTS AND RESTRICTIONS**

**NEW TOWN RESIDENTIAL**

**PHASE IX, SECTION 7**

**CHARLOTTE PARK**

THIS SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS is made this 25<sup>th</sup> day of FEBRUARY, 2009, by NEW TOWN ASSOCIATES, LLC, a Virginia limited liability company, ("Developer"), (named herein as "Grantor" for purposes of recording).

**RECITALS**

A. New Town Associates, LLC, a Virginia limited liability company, is the Developer ("Developer") under the Master Declaration of Protective Covenants and Restrictions dated May 19, 2004 and recorded in the Clerk's Office of the Circuit Court of the City of Williamsburg and the County of James City, Virginia (the "Clerk's Office") as Instrument No. 040013865 (the "Original Declaration"), which Original Declaration subjected certain real property more particularly described in Exhibit A thereto to certain covenants, easements, liens, charges and restrictions set forth therein.

B. By instrument entitled, "Amended and Restated Master Declaration of Protective Covenants and Restrictions for New Town (Residential)," dated June 27, 2005 and recorded in the Clerk's Office as Instrument Number 050014430 (the "Amended and Restated Declaration"), the Original Declaration was amended and restated in its entirety. The Amended and Restated Declaration, as may be hereafter amended, restated, modified or supplemented, is hereinafter referred to collectively as the "Declaration".

Prepared By: TPM Trant, ATTY  
Kaufman & Conrads

Returned to: ~~XXXXXXXXXXXXXXXXXXXX~~  
~~XXXXXXXXXXXXXXXXXXXX~~  
D. Wayne Moore BY

11

C. Developer desires to submit the real property more particularly described in Exhibit A hereto (the "Subject Property") to the covenants, restrictions, charges, liens and other provisions set forth in the Declaration and in this Supplemental Declaration.

#### **AMENDMENT**

NOW, THEREFORE, Developer hereby declares that the Subject Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and other provisions set forth in the Declaration (as may be amended, modified, restated, or supplemented from time to time), the terms, covenants, conditions and provisions of which are incorporated herein by reference and to the following additional covenants, restrictions, easements, charges, liens and other provisions set forth in this Supplemental Declaration (as may be amended, modified, restated, or supplemented from time to time). Defined terms used herein but not otherwise defined shall have the meaning set forth in the Declaration.

#### **ARTICLE I NEIGHBORHOOD DESIGNATION**

The Submitted Property is hereby designated a "Neighborhood" (as defined in the Declaration) of the New Town Residential Association, Inc. (the "Association"), and shall be known as the "Phase IX, Section 7 Neighborhood".

#### **ARTICLE II PROPERTY SUBJECT TO THIS SUPPLEMENTAL DECLARATION**

Section 1. Existing Property. The real property that is and shall be held, transferred, sold, conveyed, and occupied subject to this Supplemental Declaration consists of the lots, pieces or parcels of real property, together with improvements thereon, comprising the Subjected Property as more particularly described in Exhibit A attached hereto.

Section 2. Additions to Existing Property. All or any portions of the Additional Area, together with improvements thereon and easements, rights and appurtenances thereunto belonging or appertaining may be added to the Phase IX, Section 7 Neighborhood by Developer, without the consent of the Owner(s)[other than such Owner(s), if any, who hold record title to the real property being added], by recording an amendment to this Supplemental Declaration or a separate Supplemental Declaration.

**ARTICLE III  
NEIGHBORHOOD COMMON AREA DESIGNATIONS**

Section 1. Neighborhood Common Areas. The following areas are hereby designated "Neighborhood Common Areas", as defined in the Declaration:

All areas shown and labeled as "CA #1", containing 1,697 square feet or 0.039 acres, more or less, "CA #2", containing 1,274 square feet or 0.029 acres, more or less, "CA #3, containing 20,244 square feet or 0.465 acres, more or less "CA #4", containing 2,742 square feet or 0.063 acres, more or less, and "CA #5" containing 17,264 square feet or 0.396 acres, more or less, "BETTY LANE VARIABLE WIDTH PRIVATE R/W", "ANNAMARY WAY 24' PRIVATE R/W", "LUANNE WAY 24' PRIVATE R/W", and "JULIES WAY 24' PRIVATE R/W" as shown on that certain plat entitled "PLAT OF SUBDIVISION PHASE IX, SECTION 7 NEW TOWN OWNED BY NEW TOWN ASSOCIATES, LLC", made by AES Consulting Engineers, dated November 18, 2008, last revised January 7, 2009, and recorded in the Clerk's Office contemporaneously herewith (the "Plat").

**ARTICLE IV  
NEIGHBORHOOD ASSESSMENTS**

Section 1. Commencement of Neighborhood Assessment. The Neighborhood Assessment shall commence as provided in Section 5.5 of the Declaration.



**ARTICLE V  
PARTY WALLS**

Section 1. Party Walls. The rights and duties of the Owners with respect to party walls shall be as follows:

(a) General Rules of Law to Apply. Each wall which is built as a part of the original construction of the residences (excluding fences) upon the Lots and which is placed on the dividing line between two (2) Lots so as to be common with, or immediately adjacent to and touching a wall of the residence on the other Lot (i.e., a townhouse or duplex), shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) Sharing of Repair Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners who make use of the wall in proportion to such use. Any disputes over the reasonableness of the cost of such repair and maintenance shall be resolved in accordance with subsection (e) of this Article.

(c) Destruction by Fire or Other Casualty or Accident.

(i) Causes Attributable to Neither Owner. If a party wall is destroyed by fire, casualty or accident, the cause of which is not attributable to either Owner or to conditions existing on either Lot or within the residences thereon (e.g. fire caused by lightning and fire originating on property other than either Lot; damage due to storms, floods, wind or other acts of God), then the reasonable cost of the repair or reconstruction of the party wall shall be shared equally by the Owners who share use of the wall. Any disputes over the reasonableness of the

cost of such repair or reconstruction shall be resolved in accordance with subsection (e) of this Article.

(ii) Causes Attributable to Conditions Existing on a Lot or Within the Residence Thereon. If a party wall is destroyed or damaged by fire, casualty or accident, the cause of which is attributable to conditions existing on one of the Lots or within the residence thereof (e.g. fire originating in only one residence or pipes bursting in only one residence), but which is not attributable to the negligent or willful act or omission of either of the Owners, then the Owner of the Lot upon which such conditions existed (the "Contributing Owner") shall bear the full cost of repair and restoration of the party wall. If the Contributing Owner does not promptly commence efforts to repair and restore the party wall and thereafter diligently prosecute such repair and restoration to completion, then the other Owner (the "Noncontributing Owner") may effect such repair and restoration and either charge the cost of the same to the Contributing Owner or be entitled to prompt reimbursement for same. The costs incurred by the Noncontributing Owner shall constitute both the personal obligation and debt of the Contributing Owner and a lien in favor of the Noncontributing Owner against the Lot of the Contributing Owner.

(iii) Causes Attributable to the Fault of the Owner. If a party wall is damaged or destroyed by fire, casualty, or other causes attributable to the sole fault of either Owner (e.g. the negligent or willful act or omission of either Owner), then the Owner at fault shall bear the full cost of repair and restoration of the party wall. If the Owner at fault does not promptly commence efforts to repair and restore the party wall and thereafter diligently prosecute to completion such repair and restoration, the Owner who is not at fault (the "Innocent Owner") may effect such repair and restoration and either charge the costs of the same plus ten percent

(10%) of such cost to the Owner at fault or be entitled to prompt reimbursement for same. The costs incurred by the Innocent Owner, as well as the ten percent (10%) penalty for failure to promptly initiate repair shall constitute both the personal obligation and debt of the Owner at fault and a lien in favor of the Innocent Owner against the Lot of the Owner at fault. The rights of the Innocent Owner provided in this subsection shall not limit, but shall be in addition to, any right of the Innocent Owner to seek and collect greater damages from the Owner at fault if the damage or destruction is attributed to a willful or negligent act or omission of the Owner at fault.

(d) Weatherproofing. An Owner who by his negligent or willful act causes a party wall to be exposed to the elements shall bear the entire cost of furnishing the necessary protection against such elements. The Owner not at fault shall enjoy all the same rights and remedies as an Innocent Owner in Subsection c (ii) of this Article.

(e) Disputes. Upon any dispute arising concerning a party wall, any Owner may seek to have such dispute resolved by the Association's Board of Directors, by providing written notice of such intention to the other Owner and the President of the Association. Unless the responding Owner provides written notice to the initiating Owner and the President of the Association, stating his decision not to allow the dispute to be resolved by the Board of Directors, within fourteen (14) days after the receipt of the notice from the initiating Owner, the dispute shall be heard and resolved by the Board of Directors. The Board of Director's decision (i) must be in writing, but no reason need be given, and (ii) shall be final and binding on the parties to the dispute. Any party, including the Board of Directors, may be represented by counsel in connection with the presentation of a case before the Board of Directors. If any party to a dispute serves or has family members who serve on the Board of Directors, such party and such party's family members shall not take part in the Board of Directors' proceedings or decision

with respect to such dispute. Notwithstanding the foregoing, disputes under Subsection (b) or Subsection (c)(ii) of this Article shall be resolved by the Board of Directors in accordance with the Subsection (e) and no party may "opt-out" or avoid this procedure.

(f) Non Applicability. To the extent, but only to the extent, any provision of this Article is inconsistent with the provisions of any condominium instruments creating a condominium within New Town, the Virginia Condominium Act, or the concept of condominium ownership, such provisions shall not apply to party walls between Lots when such Lots are condominium units.

## **ARTICLE VI EASEMENTS**

Section 1. Easements Per the Declaration. The Subjected Property shall be subject to all easements and reservations set forth in the Declaration, which easements and reservations are hereby reserved and granted to Developer, the Association and such other benefited parties referenced in the Declaration, and such easements and reservations are incorporated herein in their entirety by reference.

Section 2. Power of Attorney Reserved. There shall be and is hereby reserved to the Developer and its successors and assigns, a Power of Attorney with respect to the Subjected Property, to grant easements required by any governmental agency or authority in connection with the release of public improvement bonds or the acceptance of streets for public maintenance. This Power of Attorney shall continue for a period of sixty (60) months from the date hereof, or until (i) the earlier release of all public improvement bonds and (ii) the earlier acceptance of all streets that have been designated to be dedicated to the municipality for public maintenance concerning the Subjected Property.

**Section 3. Easements for Encroachments.** Without limiting the easements set forth in Section 8.8 of the Declaration, each Lot within the Neighborhood is declared to have an easement over all adjoining Lots, Common Areas and the Neighborhood Common Areas for the purpose of accommodating any encroachment due to building overhang or projection, steps, porches and/or ramps attached to and/or serving the improvements on such Lot. The existence of such easements for encroachment shall in no way alter the obligation of the respective Owner(s) to maintain such items, nor shall the encroachment of such items onto adjoining Lots, the Common Areas and/or the Neighborhood Common Areas create or impose any obligation or liability of the Association to maintain, repair, replace or insure such items.

**ARTICLE VII  
GENERAL PROVISIONS**

**Section 1. Duration.** This Supplemental Declaration shall continue and remain in full force and effect at all times with respect to the Subjected Property and each part thereof (subject, however, to the right to amend as provided for herein and in the Declaration) for so long as the Declaration remains in full force and effect.

**Section 2. Amendment.** This Supplemental Declaration may be amended at any time in the same manner as Amendments to the Declaration. Any amendment must be recorded to become effective.

**Section 3. Run with Land.** The covenants and restrictions of this Supplemental Declaration and the Declaration shall run with and bind the Subjected Property and the Owners and Occupants thereof.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not effect any other provisions, which shall remain in full force and effect.

Section 5. Terms and Definitions. Except as expressly provided otherwise herein, the terms used herein shall have the same meaning and definition as set forth in the Declaration.

Section 6. Contravention. Nothing contained herein shall be construed as altering, amending or vacating the provisions of the ordinances of the County of James City, Virginia, which shall have full force and effect on all property subject to the Supplemental Declaration.

IN WITNESS WHEREOF, the Developer has caused this Supplemental Declaration to be executed as of the day and year first above written.

NEW TOWN ASSOCIATES, LLC,  
a Virginia limited liability company

By: [Signature]  
Name: LAURENCE SALZMAN  
Title: AUTHORIZED AGENT

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

The foregoing instrument was acknowledged before me this 25 day of February, 2009, by Laurence Salzman, as Authorized Agent of New Town Associates, LLC, a Virginia limited liability company, on its behalf.

[Signature]  
Notary Public

My commission expires: 7/31/2012  
# 7199694

[AFFIX SEAL]

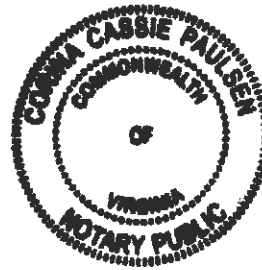


EXHIBIT A

All those certain lots, pieces or parcels of land situate, lying and being in the County of James City, Virginia, being designated as Lots 2 through 45, both inclusive, "CA #1", containing 1,697 square feet or 0.039 acres, more or less, "CA #2", containing 1,274 square feet or 0.029 acres, more or less, "CA #3", containing 20,244 square feet or 0.465 acres, more or less, "CA #4", containing 2,742 square feet or 0.063 acres, more or less, "CA #5" containing 17,264 square feet or 0.396 acres, more or less, "BETTY LANE VARIABLE WIDTH PRIVATE R/W", "ANNAMARY WAY 24' PRIVATE R/W", "LUANNE WAY 24' PRIVATE R/W", and "JULIES WAY 24' PRIVATE R/W" in Phase IX, Section 7, as shown on that certain plat entitled, "PLAT OF SUBDIVISION, PHASE IX, SECTION 7, NEW TOWN, OWNED BY NEW TOWN ASSOCIATES, LLC", made by AES Consulting Engineers, Williamsburg, Virginia, dated November 18, 2008, last revised January 7, 2009, and recorded contemporaneously herewith in the Clerk's Office of the Circuit Court for the City of Williamsburg and County of James City, Virginia, reference to which is here made for a more particular description.

#6226332

VIRGINIA: CITY OF WILLIAMSBURG & COUNTY OF JAMES CITY  
This document was admitted to record on 2 Mar 09  
at 1:21 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

11

BY: Betsy B. Woolridge Clerk



130004938  
Prepared by/Return To: ✓  
Kaufman & Canoles, P.C.  
4801 Courthouse Street, Suite 300  
Williamsburg, Virginia 23188  
William L. Holt VSB # 76857

Tax Parcel No.: Portion of 3840100056A

**SUPPLEMENTAL DECLARATION OF  
PROTECTIVE COVENANTS AND RESTRICTIONS**

**NEW TOWN SECTION PHASE X, SECTION 7, LOTS 46-52 & 71-78**

THIS SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS (this "Supplemental Declaration") is made this 30<sup>th</sup> day of November, 2012, by **NEW TOWN ASSOCIATES, LLC**, a Virginia limited liability company ("Developer") and **ABVA DEVELOPMENT, LP**, a Virginia limited partnership ("ABVA").  
[Note to Clerk: Please index both parties as "Grantor" and "Grantee".]

**RECITALS**

A. New Town Associates, LLC, a Virginia limited liability company, is the Developer ("Developer") under the Master Declaration of Protective Covenants and Restrictions dated May 19, 2004, and recorded in the Clerk's Office of the Circuit Court for the City of Williamsburg and County of James City, Virginia (the "Clerk's Office"), as Instrument Number 040013865 (the "Original Declaration").

B. The real property submitted to covenants, restrictions, easements, charges and liens of the Original Declaration is set forth and described in Exhibit A to the Original Declaration.

C. By instrument entitled, "Amended and Restated Master Declaration of Protective Covenants and Restrictions for New Town (Residential)," dated June 27, 2005 and recorded in the Clerk's Office as Instrument Number 050014430 (the "Amended and Restated Declaration"), the Original Declaration was amended and restated in its entirety. The Amended and Restated Declaration, as may be hereafter amended, restated, modified or supplemented, is hereinafter referred to collectively as the "Declaration".

D. By deed recorded in the Clerk's Office on June 13, 2012 as Instrument No. 120012589, Developer conveyed to ABVA certain real property as more particularly described in such deed (the "Property") comprising a portion of the property previously subjected to the Original Declaration. ABVA is a Parcel Developer under the Declaration and joins this instrument as the fee simple owner of the Subjected Property.

E. Developer and ABVA desire to submit the Subjected Property to the covenants, restrictions, charges, liens and other provisions set forth in the Declaration and in this Supplement Declaration.

**NOW, THEREFORE,** Developer and ABVA hereby declare that the Subjected Property, or any piece or portion thereof, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and other provisions of the Declaration, which are incorporated herein by reference; and further declares that the Subjected Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and other provisions of this Supplemental Declaration.

#### **ARTICLE I NEIGHBORHOOD DESIGNATION**

The Subjected Property is hereby included within the previously designated Neighborhood entitled "Phase IX, Section 7 Neighborhood" (commonly known as "Charlotte Park") a "Neighborhood" (as defined in the Declaration) of the New Town Residential Association, Inc. (the "Association").

#### **ARTICLE II PROPERTY SUBJECT TO THIS SUPPLEMENTAL DECLARATION**

Section 1. Existing Property. The real property that is and shall be held, transferred, sold, conveyed, and occupied subject to this Supplemental Declaration consists of the lots, pieces or

parcels of real property, together with improvements thereon, comprising the Subjected Property as more particularly described in Exhibit A attached hereto.

Section 2. Additions to Existing Property. All or any portions of the Additional Area, together with improvements thereon and easements, rights and appurtenances thereunto belonging or appertaining may be added to the Neighborhood by Developer, without the consent of the Owner(s) (other than such Owner(s), if any, who hold record title to the real property being added), by recording an amendment to this Supplemental Declaration or a separate Supplemental Declaration.

**ARTICLE III  
NEIGHBORHOOD COMMON AREA DESIGNATIONS**

Section 1. Neighborhood Common Areas. The following areas are hereby designated "Neighborhood Common Areas", as defined in the Declaration:

That certain area shown and labeled as "CA-7 1,200 S.F. +/- 0.028 AC. +/-" as shown on that certain plat entitled "PLAT OF SUBDIVISION PHASE X, SECTION 7 LOTS 46-52 AND 71-78 NEW TOWN OWNED BY ABVA DEVELOPMENT, LP JAMESTOWN DISTRICT, JAMES CITY COUNTY, VIRGINIA" prepared by AES Consulting Engineers, dated September 9, 2012, and recorded in the Clerk's Office contemporaneously herewith (the "Plat"), to which reference is hereby made for a more particular description.

**ARTICLE IV  
NEIGHBORHOOD ASSESSMENTS**

Section 1. Commencement of Neighborhood Assessment. The Neighborhood Assessment shall commence as provided in Section 5.5 of the Declaration.

**ARTICLE V  
EASEMENTS**

Section 1. Easements Per the Declaration. The Subjected Property shall be subject to all easements and reservations set forth in the Declaration, which easements and reservations are

hereby reserved and granted to Developer, the Association and such other benefited parties referenced in the Declaration, and such easements and reservations are incorporated herein in their entirety by reference.

**Section 2. Power of Attorney Reserved.** There shall be and is hereby reserved to the Developer and its successors and assigns, a Power of Attorney with respect to the Subjected Property, to grant easements required by any governmental agency or authority in connection with the release of public improvement bonds or the acceptance of streets for public maintenance. This Power of Attorney shall continue for a period of sixty (60) months from the date hereof, or until (i) the earlier release of all public improvement bonds and (ii) the earlier acceptance of all streets that have been designated to be dedicated to the municipality for public maintenance concerning the Subjected Property.

**Section 3. Easements for Encroachments.** Without limiting the easements set forth in Section 8.8 of the Declaration, each Lot within the Neighborhood is declared to have an easement over all adjoining Lots, Common Areas and the Neighborhood Common Areas for the purpose of accommodating any encroachment due to building overhang or projection, steps, porches and/or ramps attached to and/or serving the improvements on such Lot. The existence of such easements for encroachment shall in no way alter the obligation of the respective Owner(s) to maintain such items, nor shall the encroachment of such items onto adjoining Lots, the Common Areas and/or the Neighborhood Common Areas create or impose any obligation or liability of the Association to maintain, repair, replace or insure such items.

**ARTICLE VI  
GENERAL PROVISIONS**

**Section 1. Duration.** This Supplemental Declaration shall continue and remain in full force and effect at all times with respect to the Subjected Property and each part thereof (subject,

however, to the right to amend as provided for herein and in the Declaration) for so long as the Declaration remains in full force and effect.

**Section 2. Amendment.** This Supplemental Declaration may be amended at any time in the same manner as Amendments to the Declaration. Any amendment must be recorded to become effective.

**Section 3. Run with Land.** The covenants and restrictions of this Supplemental Declaration and the Declaration shall run with and bind the Subjected Property and the Owners and Occupants thereof.

**Section 4. Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall not effect any other provisions, which shall remain in full force and effect.

**Section 5. Terms and Definitions.** Except as expressly provided otherwise herein, the terms used herein shall have the same meaning and definition as set forth in the Declaration.

**Section 6. Contravention.** Nothing contained herein shall be construed as altering, amending or vacating the provisions of the ordinances of the County of James City, Virginia, which shall have full force and effect on all property subject to the Supplemental Declaration.

**IN WITNESS WHEREOF,** the undersigned have caused this Supplemental Declaration to be executed as of the day and year first above written. This Supplemental Declaration may be executed in two or more counterparts and by facsimile, each of which shall be an original and all of which together shall constitute one and the same instrument.

**[SIGNATURES APPEAR ON THE FOLLOWING PAGES]**

[COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION]

**NEW TOWN ASSOCIATES, LLC,**  
a Virginia limited liability company

By:   
Lawrence A. Salzman, Authorized Agent

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

The foregoing instrument was acknowledged before me in the County of James City, Virginia, this 30 day of November, 2012, by Lawrence A. Salzman, as Authorized Agent of New Town Associates, LLC, a Virginia limited liability company, on its behalf.

  
Notary Public

My commission expires: 12-31-2015  
Registration number: 7113607



[Seal]

[COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION]

**ABVA DEVELOPMENT, LP**  
a Virginia limited partnership

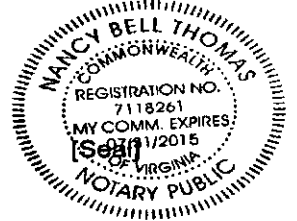
By: *[Signature]*  
Name: *Kenneth L. Allen*  
Title: *Manager*

COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in the City/County of *Manassas*, Virginia, this *9* day of *November*, 2012, by *Kenneth L. Allen*, as *Manager* of ABVA Development, LP, a Virginia limited partnership, on its behalf.

*Nancy B Thomas*  
Notary Public

My commission expires: *07-31-2015*  
Registration number: *7118261*



**EXHIBIT A**

**Legal Description of Subjected Property**

**Phase X, Section 7, Lots 46-52, 71-78, CA-7**

All that certain lot, piece or parcel of land, situate, lying and being in James City County, Virginia, shown and designated as "LOTS 46 through 52"; "LOTS 71 through 78"; and "CA-7 1,200 S.F. +/- 0.028 AC. +/-" as shown on that certain plat entitled "PLAT OF SUBDIVISION PHASE X, SECTION 7 LOTS 46-52 AND 71-78 NEW TOWN OWNED BY ABVA DEVELOPMENT, LP JAMESTOWN DISTRICT, JAMES CITY COUNTY, VIRGINIA" prepared by AES Consulting Engineers, dated September 9, 2012 and duly recorded in the Circuit Court Clerk's Office for the County of James City and the City of Williamsburg, Virginia on February 14, 2013 as Instrument No. 130004753, to which plat reference is hereby made for a more particular description.

**VIRGINIA: CITY OF WILLIAMSBURG & COUNTY OF JAMES CITY**  
This document was admitted to record on 16 Feb 2013  
at 3:54 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



Prepared by/Return To: ✓  
Kaufman & Canoles, P.C.  
4801 Courthouse Street, Suite 300  
Williamsburg, Virginia 23188  
William L. Holt VSB # 76857

130004937

Tax Parcel No.: 3840100056A

**SUPPLEMENTAL DECLARATION OF  
PROTECTIVE COVENANTS AND RESTRICTIONS**

**NEW TOWN SECTION PHASE X, SECTION 7 – PARCEL A**

THIS SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS (this "Supplemental Declaration") is made this 30<sup>th</sup> day of November, 2012, by **NEW TOWN ASSOCIATES, LLC**, a Virginia limited liability company ("Developer") and **ABVA DEVELOPMENT, LP**, a Virginia limited partnership ("ABVA"). [Note to Clerk: Please index both parties as "Grantor" and "Grantee".]

**RECITALS**

A. New Town Associates, LLC, a Virginia limited liability company, is the Developer ("Developer") under the Master Declaration of Protective Covenants and Restrictions dated May 19, 2004, and recorded in the Clerk's Office of the Circuit Court for the City of Williamsburg and County of James City, Virginia (the "Clerk's Office"), as Instrument Number 040013865 (the "Original Declaration").

B. The real property submitted to covenants, restrictions, easements, charges and liens of the Original Declaration is set forth and described in Exhibit A to the Original Declaration.

C. By instrument entitled, "Amended and Restated Master Declaration of Protective Covenants and Restrictions for New Town (Residential)," dated June 27, 2005 and recorded in the Clerk's Office as Instrument Number 050014430 (the "Amended and Restated Declaration"), the Original Declaration was amended and restated in its entirety. The Amended and Restated Declaration, as may be hereafter amended, restated, modified or supplemented, is hereinafter referred to collectively as the "Declaration".

D. By deed dated June 13, 2012 and recorded in the Clerk's Office as Instrument No. 120012589, Developer conveyed to ABVA certain real property as more particularly described in Exhibit A attached hereto (the "Subjected Property") comprising a portion of the property previously subjected to the Original Declaration. ABVA is a Parcel Developer under the Declaration and joins this instrument as the fee simple owner of the Subjected Property.

E. Developer and ABVA desire to submit the Subjected Property to the covenants, restrictions, charges, liens and other provisions set forth in the Declaration and in this Supplement Declaration.

**NOW, THEREFORE**, Developer and ABVA hereby declare that the Subjected Property, or any piece or portion thereof, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and other provisions of the Declaration, which are incorporated herein by reference; and further declares that the Subjected Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and other provisions of this Supplemental Declaration.

*Missing Attach I, II, III, IV, V*

1. Duration. This Supplemental Declaration shall continue and remain in full force and effect at all times with respect to the Subjected Property and each part thereof (subject, however, to the right to amend as provided for herein and in the Declaration) for so long as the Declaration remains in full force and effect.

2. Amendment. This Supplemental Declaration may be amended at any time in the same manner as Amendments to the Declaration. Any amendment must be recorded to become effective.

3. Run with Land. The covenants and restrictions of this Supplemental Declaration and the Declaration shall run with and bind the Subjected Property and the Owners and Occupants thereof.

4. Terms and Definitions. Except as expressly provided otherwise herein, the terms used herein shall have the same meaning and definition as set forth in the Declaration.

**IN WITNESS WHEREOF**, the undersigned have caused this Supplemental Declaration to be executed as of the day and year first above written. This Supplemental Declaration may be executed in two or more counterparts and by facsimile, each of which shall be an original and all of which together shall constitute one and the same instrument.

**[SIGNATURES APPEAR ON THE FOLLOWING PAGES]**


[COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION]

**NEW TOWN ASSOCIATES, LLC,**  
a Virginia limited liability company

By:   
Lawrence A. Salzman, Authorized Agent

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

The foregoing instrument was acknowledged before me in the County of James City, Virginia, this 30<sup>th</sup> day of November, 2012, by Lawrence A. Salzman, as Authorized Agent of New Town Associates, LLC, a Virginia limited liability company, on its behalf.

  
Notary Public

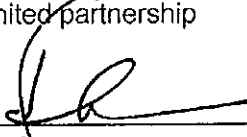
My commission expires: 12-31-2015  
Registration number: 7113607



[Seal]

[COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION]

**ABVA DEVELOPMENT, LP**  
a Virginia limited partnership

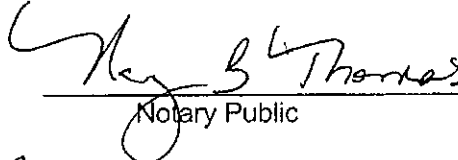
By: 

Name: Kenneth L. Allen

Title: Manager

COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in the City/County of Newport News, Virginia, this 9 day of November, 2012, by Kenneth L. Allen, as Manager of ABVA Development, LP, a Virginia limited partnership, on its behalf.

  
Notary Public

My commission expires: 07-31-2015

Registration number: 7118261



EXHIBIT "A"

Legal Description of Subjected Property

Phase X, Section 7, Parcel A

All that certain lot, piece or parcel of land, situate, lying and being in James City County, Virginia, shown and designated as "PARCEL A TOTAL SITE AREA 683,408 S.F. 15,689 AC." as shown on that certain plat entitled "PLAT OF SUBDIVISION PHASE X, SECTION 7 - PARCEL A, NEW TOWN OWNED BY NEW TOWN ASSOCIATES, LLC. BERKELEY DISTRICT, JAMES CITY COUNTY, VIRGINIA" prepared by AES Consulting Engineers, dated November 1, 2011 and duly recorded in the Circuit Court Clerk's Office for the County of James City and the City of Williamsburg, Virginia on January 6, 2012 as Instrument No.120000243, to which plat reference is hereby made for a more particular description.

12037321\_1.DOC

VIRGINIA: CITY OF WILLIAMSBURG & COUNTY OF JAMES CITY  
This document was admitted to record on 15 Feb. 2013  
at 3:51 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

130022586

Prepared by/Return To:  
Kaufman & Canoles, P.C.  
4801 Courthouse Street, Suite 300  
Williamsburg, Virginia 23188  
William L. Holt VSB # 76857

Tax Parcel No.: Portion of 3840100056A

**SUPPLEMENTAL DECLARATION OF  
PROTECTIVE COVENANTS AND RESTRICTIONS  
NEW TOWN PHASE X, SECTION 7, LOTS 79-88**

THIS SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS (this "Supplemental Declaration") is made this 29<sup>th</sup> day of August, 2013, by **NEW TOWN ASSOCIATES, LLC**, a Virginia limited liability company ("Developer") and **ABVA DEVELOPMENT, LP**, a Virginia limited partnership ("ABVA").  
[Note to Clerk: Please index both parties as "Grantor" and "Grantee".]

**RECITALS**

A. New Town Associates, LLC, a Virginia limited liability company, is the Developer ("Developer") under the Master Declaration of Protective Covenants and Restrictions dated May 19, 2004, and recorded in the Clerk's Office of the Circuit Court for the City of Williamsburg and County of James City, Virginia (the "Clerk's Office"), as Instrument Number 040013865 (the "Original Declaration").

B. The real property submitted to covenants, restrictions, easements, charges and liens of the Original Declaration is set forth and described in Exhibit A to the Original Declaration.

C. By instrument entitled, "Amended and Restated Master Declaration of Protective Covenants and Restrictions for New Town (Residential)," dated June 27, 2005 and recorded in the Clerk's Office as Instrument Number 050014430 (the "Amended and Restated Declaration"), the Original Declaration was amended and restated in its entirety. The Amended and Restated Declaration, as may be hereafter amended, restated, modified or supplemented, is hereinafter referred to collectively as the "Declaration".

D. By deed recorded in the Clerk's Office on June 13, 2012 as Instrument No. 120012589, Developer conveyed to ABVA certain real property as more particularly described in such deed (the "Property") comprising a portion of the property previously subjected to the Declaration.

E. Developer and ABVA desire to submit that certain portion of the Property described in Exhibit A hereto (the "Subjected Property") to the covenants, restrictions, charges, liens and other provisions set forth in the Declaration and in this Supplemental Declaration. ABVA is a Parcel Developer under the Declaration and joins this instrument as the fee simple owner of the Subjected Property.

**NOW, THEREFORE**, Developer and ABVA hereby declare that the Subjected Property, or any piece or portion thereof, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and other provisions of the Declaration, which are incorporated herein by reference; and further declares that the Subjected Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and other provisions of this Supplemental Declaration.

#### **ARTICLE I NEIGHBORHOOD DESIGNATION**

The Subjected Property is hereby included within the previously designated Neighborhood entitled "Phase IX, Section 7 Neighborhood" (commonly known as "Charlotte Park") a "Neighborhood" (as defined in the Declaration) of the New Town Residential Association, Inc. (the "Association").

#### **ARTICLE II PROPERTY SUBJECT TO THIS SUPPLEMENTAL DECLARATION**

Section 1. Existing Property. The real property that is and shall be held, transferred, sold, conveyed, and occupied subject to this Supplemental Declaration consists of the lots, pieces or



parcels of real property, together with improvements thereon, comprising the Subjected Property as more particularly described in Exhibit A attached hereto.

Section 2. Additions to Existing Property. All or any portions of the Additional Area as defined in the Declaration, together with improvements thereon and easements, rights and appurtenances thereunto belonging or appertaining may be added to the Neighborhood by Developer, without the consent of the Owner(s) (other than such Owner(s), if any, who hold record title to the real property being added), by recording an amendment to this Supplemental Declaration or a separate Supplemental Declaration.

### **ARTICLE III NEIGHBORHOOD ASSESSMENTS**

Section 1. Commencement of Neighborhood Assessment. The Neighborhood Assessment shall commence as provided in Section 5.5 of the Declaration.

### **ARTICLE IV EASEMENTS**

Section 1. Easements Per the Declaration. The Subjected Property shall be subject to all easements and reservations set forth in the Declaration, which easements and reservations are hereby reserved and granted to Developer, the Association and such other benefited parties referenced in the Declaration, and such easements and reservations are incorporated herein in their entirety by reference.

Section 2. Power of Attorney Reserved. There shall be and is hereby reserved to the Developer and its successors and assigns, a Power of Attorney with respect to the Subjected Property, to grant easements required by any governmental agency or authority in connection with the release of public improvement bonds or the acceptance of streets for public maintenance. This Power of Attorney shall continue for a period of sixty (60) months from the date hereof, or until (i) the earlier release of all public improvement bonds and (ii) the earlier

acceptance of all streets that have been designated to be dedicated to the municipality for public maintenance concerning the Subjected Property.

**Section 3. Easements for Encroachments.** Without limiting the easements set forth in Section 8.8 of the Declaration, each Lot within the Neighborhood is declared to have an easement over all adjoining Lots, Common Areas and the Neighborhood Common Areas for the purpose of accommodating any encroachment due to building overhang or projection, steps, porches and/or ramps attached to and/or serving the improvements on such Lot. The existence of such easements for encroachment shall in no way alter the obligation of the respective Owner(s) to maintain such items, nor shall the encroachment of such items onto adjoining Lots, the Common Areas and/or the Neighborhood Common Areas create or impose any obligation or liability of the Association to maintain, repair, replace or insure such items.

#### **ARTICLE V GENERAL PROVISIONS**

**Section 1. Duration.** This Supplemental Declaration shall continue and remain in full force and effect at all times with respect to the Subjected Property and each part thereof (subject, however, to the right to amend as provided for herein and in the Declaration) for so long as the Declaration remains in full force and effect.

**Section 2. Amendment.** This Supplemental Declaration may be amended at any time in the same manner as Amendments to the Declaration. Any amendment must be recorded to become effective.

**Section 3. Run with Land.** The covenants and restrictions of this Supplemental Declaration and the Declaration shall run with and bind the Subjected Property and the Owners and Occupants thereof.

**Section 4. Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall not effect any other provisions, which shall remain in full force and effect.

Section 5. Terms and Definitions. Except as expressly provided otherwise herein, the terms used herein shall have the same meaning and definition as set forth in the Declaration.

Section 6. Contravention. Nothing contained herein shall be construed as altering, amending or vacating the provisions of the ordinances of the County of James City, Virginia, which shall have full force and effect on all property subject to the Supplemental Declaration.

**IN WITNESS WHEREOF**, the undersigned have caused this Supplemental Declaration to be executed as of the day and year first above written. This Supplemental Declaration may be executed in two or more counterparts and by facsimile, each of which shall be an original and all of which together shall constitute one and the same instrument.

**[SIGNATURES APPEAR ON THE FOLLOWING PAGES]**

[COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION]

**NEW TOWN ASSOCIATES, LLC,**  
a Virginia limited liability company

By:   
\_\_\_\_\_  
Lawrence A. Salzman, President

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

The foregoing instrument was acknowledged before me in the County of James City, Virginia, this 29<sup>th</sup> day of August, 2013, by Lawrence A. Salzman, as President of New Town Associates, LLC, a Virginia limited liability company, on its behalf.

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

My commission expires: 10/31/2016

Registration number: 294186



[COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION]

ABVA DEVELOPMENT, LP  
a Virginia limited partnership

By: NATD, LLC, General Partner

By: [Signature]

Name: Kenneth L. Allen

Title: Manager

COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in the City/County of Newport News, Virginia, this 29 day of August, 2013, by Kenneth L. Allen, as manager of ABVA Development, LP, a Virginia limited partnership, on its behalf.

Nancy B. Thomas  
Notary Public



My commission expires: 07-31-2015

Registration number: 7118261

**EXHIBIT A**

**Legal Description of Subjected Property**

**Phase X, Section 7, Lots 79-88**

All those certain lots, pieces or parcels of land, situate, lying and being in James City County, Virginia, shown and designated as Lots "79", "80", "81", "82", "83", "84", "85", "86", "87", and "88" as shown on that certain plat entitled "PLAT OF SUBDIVISION PHASE X, SECTION 7 LOTS 79-88 NEW TOWN OWNED BY ABVA DEVELOPMENT, LP JAMESTOWN DISTRICT, JAMES CITY COUNTY, VIRGINIA" prepared by AES Consulting Engineers, dated February 14, 2013 and duly recorded in the Circuit Court Clerk's Office for the County of James City and the City of Williamsburg, Virginia on 10-01-2013 as Instrument No. 130022586, to which plat reference is hereby made for a more particular description.

**VIRGINIA: CITY OF WILLIAMSBURG & COUNTY OF JAMES CITY**

This document was admitted to record on 10-01-2013

at 10:22 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

Prepared by/Return To:  
 Kaufman & Canoles, P.C.  
 4801 Courthouse Street, Suite 300  
 Williamsburg, Virginia 23188  
 William L. Holt VSB # 76857

Tax Parcel No.: Portion of 3840100056A

**SUPPLEMENTAL DECLARATION OF  
 PROTECTIVE COVENANTS AND RESTRICTIONS**

**NEW TOWN PHASE X, SECTION 7, LOTS 53-62 AND 65-70  
 & COMMON AREAS CA-6 & CA-6A**

THIS SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS (this "Supplemental Declaration") is made this 2<sup>ND</sup> day of DECEMBER, 2013, by **NEW TOWN ASSOCIATES, LLC**, a Virginia limited liability company ("Developer") and **ABVA DEVELOPMENT, LP**, a Virginia limited partnership ("ABVA"). [Note to Clerk: Please index both parties as "Grantor" and "Grantee".]

**RECITALS**

A. New Town Associates, LLC, a Virginia limited liability company, is the Developer ("Developer") under the Master Declaration of Protective Covenants and Restrictions dated May 19, 2004, and recorded in the Clerk's Office of the Circuit Court for the City of Williamsburg and County of James City, Virginia (the "Clerk's Office"), as Instrument Number 040013865 (the "Original Declaration").

B. The real property submitted to covenants, restrictions, easements, charges and liens of the Original Declaration is set forth and described in Exhibit A to the Original Declaration.

C. By instrument entitled, "Amended and Restated Master Declaration of Protective Covenants and Restrictions for New Town (Residential)," dated June 27, 2005 and recorded in the Clerk's Office as Instrument Number 050014430 (the "Amended and Restated Declaration"), the Original Declaration was amended and restated in its entirety. The Amended and Restated Declaration, as may be hereafter amended, restated, modified or supplemented, is hereinafter referred to collectively as the "Declaration".

D. By deed recorded in the Clerk's Office on June 13, 2012 as Instrument No. 120012589, Developer conveyed to ABVA certain real property as more particularly described in such deed (the "Property") comprising a portion of the property previously subjected to the Declaration.

E. Developer and ABVA desire to submit that certain portion of the Property described in Exhibit A hereto (the "Subjected Property") to the covenants, restrictions, charges, liens and other provisions set forth in the Declaration and in this Supplemental Declaration. ABVA is a Parcel Developer under the Declaration and joins this instrument as the fee simple owner of the Subjected Property.

**NOW, THEREFORE,** Developer and ABVA hereby declare that the Subjected Property, or any piece or portion thereof, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and other provisions of the Declaration, which are incorporated herein by reference; and further declares that the Subjected Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and other provisions of this Supplemental Declaration.

#### **ARTICLE I NEIGHBORHOOD DESIGNATION**

The Subjected Property is hereby included within the previously designated Neighborhood entitled "Phase IX, Section 7 Neighborhood" (commonly known as "Charlotte Park") a "Neighborhood" (as defined in the Declaration) of the New Town Residential Association, Inc. (the "Association").

#### **ARTICLE II PROPERTY SUBJECT TO THIS SUPPLEMENTAL DECLARATION**

Section 1. Existing Property. The real property that is and shall be held, transferred, sold, conveyed, and occupied subject to this Supplemental Declaration consists of the lots, pieces or



parcels of real property, together with improvements thereon, comprising the Subjected Property as more particularly described in Exhibit A attached hereto.

Section 2. Additions to Existing Property. All or any portions of the Additional Area as defined in the Declaration, together with improvements thereon and easements, rights and appurtenances thereunto belonging or appertaining may be added to the Neighborhood by Developer, without the consent of the Owner(s) (other than such Owner(s), if any, who hold record title to the real property being added), by recording an amendment to this Supplemental Declaration or a separate Supplemental Declaration.

### **ARTICLE III NEIGHBORHOOD COMMON AREA DESIGNATIONS**

Section 1. Neighborhood Common Areas. The following areas are hereby designated "Neighborhood Common Areas", as defined in the Declaration:

Those certain areas shown and labeled as "CA-6 16,100 S.F. 0.370 AC." and "CA-6A 6,040 S.F. 0.139 AC." as shown on that certain plat entitled "PLAT OF SUBDIVISION PHASE X, SECTION 7 LOTS 53-62 AND 65-70 NEW TOWN OWNED BY ABVA DEVELOPMENT, LP JAMESTOWN DISTRICT, JAMES CITY COUNTY, VIRGINIA" prepared by AES Consulting Engineers, dated February 13, 2013, and recorded in the Clerk's Office contemporaneously herewith (the "Plat"), to which reference is hereby made for a more particular description.

### **ARTICLE IV NEIGHBORHOOD ASSESSMENTS**

Section 1. Expenses Attributed to Lots. In addition to maintaining the Neighborhood Common Areas within the Neighborhood, the Association shall provide the following services for the benefit of the Lots within the Neighborhood on an "as needed" basis (as determined by the Association's Board of Directors), the cost of which shall be funded by the Neighborhood Assessment to be assessed pro-rata against the Owners of Lots within the Neighborhood:

- (a) Mowing, edging and trimming of grass within portions of Lots not located inside a fenced area.
- (b) Trimming of shrubs, trees and bushes within portions of Lots not located inside a fenced area.
- (c) Maintaining, repairing and replacing sidewalks and street lighting.
- (d) Maintaining those certain "20' EXISTING AND VARIABLE WIDTH SHARED JCSA URBAN UTILITY EASEMENT", "EX. 20' JCSA PERMANENT UTILITY EASEMENT PB 7, PG. 94", "EX. 20' JCSA URBAN EASEMENT (INSTR. # 120000243)", and "26' JCSA SHARED URBAN UTILITY EASEMENT" shown on the Plat.
- (e) Maintaining the "5' WIDE RESIDENTIAL OWNERS ASSOCIATION EASEMENT" and "5' WIDE PEDESTRIAN ACCOMODATION" shown on the Plat.

Section 2. Commencement of Neighborhood Assessment. The Neighborhood Assessment shall commence as provided in Section 5.5 of the Declaration.

#### **ARTICLE V EASEMENTS**

Section 1. Easements Per the Declaration. The Subjected Property shall be subject to all easements and reservations set forth in the Declaration, which easements and reservations are hereby reserved and granted to Developer, the Association and such other benefited parties referenced in the Declaration, and such easements and reservations are incorporated herein in their entirety by reference.

Section 2. Power of Attorney Reserved. There shall be and is hereby reserved to the Developer and its successors and assigns, a Power of Attorney with respect to the Subjected Property, to grant easements required by any governmental agency or authority in connection with the release of public improvement bonds or the acceptance of streets for public

maintenance. This Power of Attorney shall continue for a period of sixty (60) months from the date hereof, or until (i) the earlier release of all public improvement bonds and (ii) the earlier acceptance of all streets that have been designated to be dedicated to the municipality for public maintenance concerning the Subjected Property.

Section 3. Easements for Encroachments. Without limiting the easements set forth in Section 8.8 of the Declaration, each Lot within the Neighborhood is declared to have an easement over all adjoining Lots, Common Areas and the Neighborhood Common Areas for the purpose of accommodating any encroachment due to building overhang or projection, steps, porches and/or ramps attached to and/or serving the improvements on such Lot. The existence of such easements for encroachment shall in no way alter the obligation of the respective Owner(s) to maintain such items, nor shall the encroachment of such items onto adjoining Lots, the Common Areas and/or the Neighborhood Common Areas create or impose any obligation or liability of the Association to maintain, repair, replace or insure such items.

#### **ARTICLE VI GENERAL PROVISIONS**

Section 1. Duration. This Supplemental Declaration shall continue and remain in full force and effect at all times with respect to the Subjected Property and each part thereof (subject, however, to the right to amend as provided for herein and in the Declaration) for so long as the Declaration remains in full force and effect.

Section 2. Amendment. This Supplemental Declaration may be amended at any time in the same manner as Amendments to the Declaration. Any amendment must be recorded to become effective.

Section 3. Run with Land. The covenants and restrictions of this Supplemental Declaration and the Declaration shall run with and bind the Subjected Property and the Owners and Occupants thereof.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not effect any other provisions, which shall remain in full force and effect.

Section 5. Terms and Definitions. Except as expressly provided otherwise herein, the terms used herein shall have the same meaning and definition as set forth in the Declaration.

Section 6. Contravention. Nothing contained herein shall be construed as altering, amending or vacating the provisions of the ordinances of the County of James City, Virginia, which shall have full force and effect on all property subject to the Supplemental Declaration.

**IN WITNESS WHEREOF**, the undersigned have caused this Supplemental Declaration to be executed as of the day and year first above written. This Supplemental Declaration may be executed in two or more counterparts and by facsimile, each of which shall be an original and all of which together shall constitute one and the same instrument.

**[SIGNATURES APPEAR ON THE FOLLOWING PAGES]**

[COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION]

**NEW TOWN ASSOCIATES, LLC,**  
a Virginia limited liability company

By: \_\_\_\_\_  
Lawrence A. Salzman, President

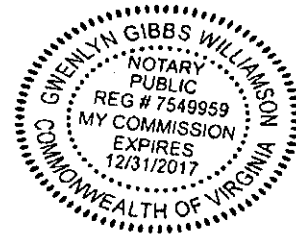
COMMONWEALTH OF VIRGINIA  
COUNTY OF JAMES CITY, to-wit:

The foregoing instrument was acknowledged before me in the County of James City, Virginia, this 20<sup>th</sup> day of December, 2013, by Lawrence A. Salzman, as President of New Town Associates, LLC, a Virginia limited liability company, on its behalf.

Gwenlyn Gibbs Williamson  
Notary Public

My commission expires: 12/31/2017

Registration number: 7549959



[Seal]

[COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION]

ABVA DEVELOPMENT, LP  
a Virginia limited partnership  
By: NALD, LLC, General Partner

By: [Signature]

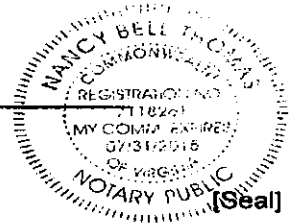
Name: Kenneth L. Allen

Title: Manager

COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in the City/County of Newport News, Virginia, this 13 day of December, 2013, by Kenneth L. Allen, as general partner of ABVA Development, LP, a Virginia limited partnership, on its behalf.

[Signature]  
Notary Public



My commission expires: 07-31-2018

Registration number: 7118261

**EXHIBIT A**

**Legal Description of Subjected Property**

**Phase X, Section 7, Lots 53-62 & 65-70, and CA-6 & CA-6A**

All those certain lots, pieces or parcels of land, situate, lying and being in James City County, Virginia, shown and designated as Lots "53", "54", "55", "56", "57", "58", "59", "60", "61", "62", "65", "66", "67", "68", "69", "70", "CA-6" and "CA-6A" as shown on that certain plat entitled "PLAT OF SUBDIVISION PHASE X, SECTION 7 LOTS 53-62 AND 65-70 NEW TOWN OWNED BY ABVA DEVELOPMENT, LP JAMESTOWN DISTRICT, JAMES CITY COUNTY, VIRGINIA" prepared by AES Consulting Engineers, dated February 13, 2013 and duly recorded in the Circuit Court Clerk's Office for the County of James City and the City of Williamsburg, Virginia on 01-10-2014 as Instrument No. 140000709, to which plat reference is hereby made for a more particular description.

**PLAT ATTACHED**

**VIRGINIA: CITY OF WILLIAMSBURG & COUNTY OF JAMES CITY**  
This document was admitted to record on 01-10-2014  
at 4:01 ~~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

CERTIFICATION OF SOURCE OF TITLE: ABVA DEVELOPMENT, LP  
 THE PROPERTY SHOWN ON THIS PLAT WAS CONVEYED BY NEW TOWN ASSOCIATES, LLC, A VIRGINIA LIMITED LIABILITY COMPANY, TO ABVA DEVELOPMENT, LP, A VIRGINIA LIMITED PARTNERSHIP BY DEED DATED JUNE 12, 2012 AND RECORDED JUNE 13, 2012 IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF WILLIAMSBURG AND THE COUNTY OF JAMES CITY, VIRGINIA AS LK #20120209

OWNER'S CONSENT AND DEDICATION  
 THE SUBDIVISION OF LAND SHOWN ON THIS PLAT KNOWN AS PHASE X, SECTION 7, LOTS 53-62 AND 65-70 NEW TOWN IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER.

FOR:  
 ABVA DEVELOPMENT, LP \_\_\_\_\_ DATE \_\_\_\_\_  
 BY: \_\_\_\_\_ DATE \_\_\_\_\_

PRINTED NAME \_\_\_\_\_  
 TITLE \_\_\_\_\_

CERTIFICATE OF NOTARIZATION:  
 COMMONWEALTH OF VIRGINIA  
 I, \_\_\_\_\_, A NOTARY PUBLIC IN AND FOR THE CITY/COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT PERSONS WHOSE NAMES ARE SIGNED TO THE FOREGOING WRITING HAVE ACKNOWLEDGED THE SAME BEFORE ME IN THE CITY/COUNTY AFORESAID.  
 GIVEN UNDER MY NAME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
 MY COMMISSION EXPIRES \_\_\_\_\_  
 NOTARY REGISTRATION NUMBER: \_\_\_\_\_

NOTARY  
 \_\_\_\_\_ DATE \_\_\_\_\_  
 SURETOR'S CERTIFICATE  
 I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE SIGNATURES OF THE UNDERSIGNED TO THIS INSTRUMENT ARE THE SIGNATURES OF THE UNDERSIGNED AND THAT THE SIGNATURES OF THE BOARD OF SUPERVISORS AND ORDINANCES OF THE COUNTY OF JAMES CITY, VIRGINIA, REGARDING THE PLATTING OF SUBDIVISIONS WITHIN THE COUNTY.

\_\_\_\_\_  
 THOMAS C. SUBLETT, L.S. #1886  
 DATE 2/13/13

CERTIFICATE OF APPROVAL  
 THIS SUBDIVISION IS APPROVED BY THE UNDERSIGNED IN ACCORDANCE WITH EXISTING SUBDIVISION REGULATIONS AND MAY BE ADMITTED TO RECORD.

VIRGINIA DEPARTMENT OF TRANSPORTATION  
 \_\_\_\_\_ DATE \_\_\_\_\_  
 SUBDIVISION ASSENT OF THE COUNTY OF JAMES CITY  
 \_\_\_\_\_ DATE \_\_\_\_\_

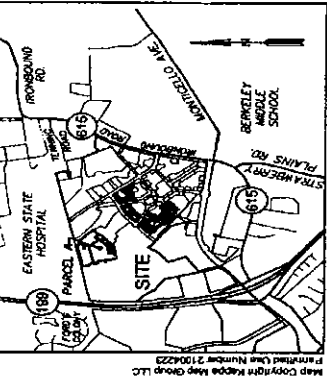
| No. | Date    | Revised Per County Comments | Initials |
|-----|---------|-----------------------------|----------|
| 1   | 1/17/13 |                             | TCS      |
|     |         |                             |          |
|     |         |                             |          |
|     |         |                             |          |
|     |         |                             |          |



ADS CONSULTING ENGINEERS, INC.  
 Hampton Roads | Central Virginia | Mobile Workforce  
 1000 Old Towne Square, Suite 100  
 Norfolk, Virginia 23510  
 Phone: (757) 263-0000  
 Fax: (757) 263-0000  
 www.ads-engineers.com

PLAT OF SUBDIVISION  
 PHASE X, SECTION 7  
 LOTS 53-62 AND 65-70  
 NEW TOWN  
 OWNED BY ABVA DEVELOPMENT, LP  
 JAMES TOWN DISTRICT JAMES CITY COUNTY VIRGINIA

Project Number: 102343-009  
 Plot Number: NONE  
 Date: 2-13-13  
 Sheet Number: 1 of 2



VICINITY MAP  
 SCALE: 1" = 200'

REFERENCES  
 INSTRUMENT NO. 120002043  
 INSTRUMENT NO. 050013787  
 INSTRUMENT NO. 050010506 AND  
 INSTRUMENT NO. 090008228 FOR  
 FURTHER DESCRIPTION OF THE  
 EASEMENTS SHOWN ON PLAT.

LEGEND  
 ● - ROW ROAD SET  
 ○ - ROW ROAD SET  
 □ - COMMON AREA

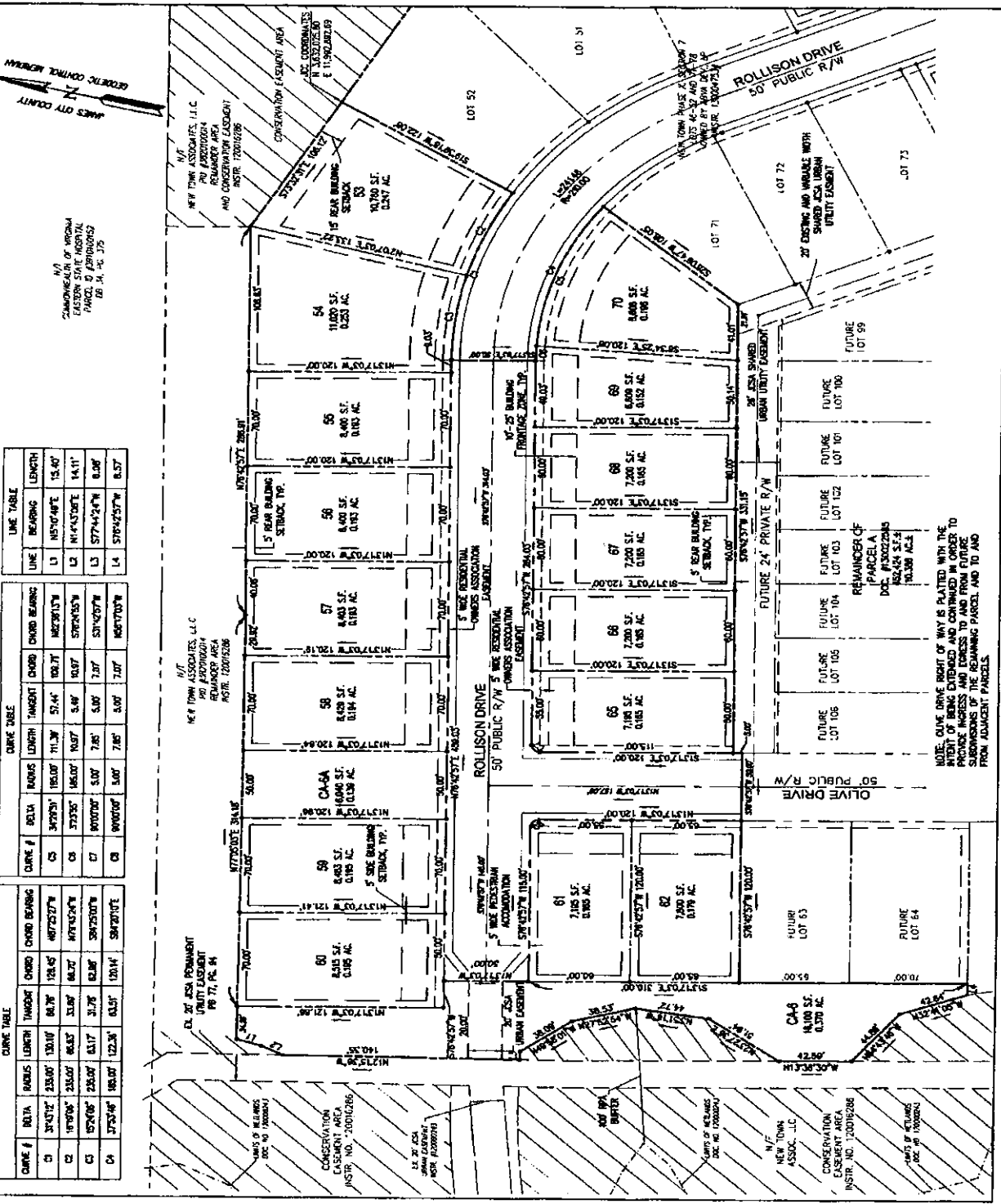
STATE OF VIRGINIA  
 CITY OF WILLIAMSBURG & COUNTY OF JAMES CITY CIRCUIT COURT, THIS \_\_\_\_\_ DAY  
 OF \_\_\_\_\_ 2011  
 THE PLAT SHOWN HEREON WAS PREPARED AND ADMITTED TO THE RECORD AS THE  
 LAW BOOKS OF \_\_\_\_\_ JANUARY  
 INSTRUMENT # \_\_\_\_\_  
 TESTS: \_\_\_\_\_  
 WESLEY B. WOODRIDGE, CLERK

AREA TABULATION

| AREA                       | SQUARE FEET  | ACRES       |
|----------------------------|--------------|-------------|
| AREA OF LOTS (18 LOTS)     | 19,145 SF ±  | 3.077 AC ±  |
| COMMON AREA (C-A) AND CH-A | 22,140 SF ±  | 0.509 AC ±  |
| AREA OF RIGHT OF WAY (ROW) | 30,233 SF ±  | 0.671 AC ±  |
| PARCEL A REMAINDER AREA    | 20,858 SF ±  | 0.480 AC ±  |
| TOTAL AREA SUBDIVIDED      | 482,624 SF ± | 10.209 AC ± |

- ALL UTILITIES SHALL BE INSTALLED UNDERGROUND.
- MANHOLETS SHALL BE SET IN ACCORDANCE WITH SECTIONS 9-34 THROUGH 9-38 OF THE COUNTY SUBDIVISION REGULATIONS. THE LOCATION OF ALL MANHOLETS SHALL BE RELEASED TO THE SURVEYOR FOR A SUBDIVISION ON ANY PLAT THEREON. THE SURVEYOR SHALL BE RESPONSIBLE FOR OBTAINING A SURVEYOR'S CERTIFICATE THAT THE MANHOLETS AS SHOWN ON THE RECORDED PLAT HAVE BEEN INSTALLED, WERE PROPERLY SET, ARE PROPERLY ALIGNED, AND ARE UNHARMED. THE PROVISION OF THE CERTIFICATION SHALL BE WITHIN SIX MONTHS OF PLAT APPROVAL, UNLESS OTHERWISE ARRANGED IN ADVANCE, IN WRITING, WITH THE AGENT.
- THIS PROPERTY IS IN ZONE DC (LOCALS INTENDED TO BE OUTSIDE THE LOCAL ANNUAL CHANGE FLOODPLAIN) AS SHOWN ON COUNTY PLANS. SHIMCO-DUMC, DATED 1/28/07 OF THE FLOOD INSURANCE RATE MAPS FOR JAMES CITY COUNTY, VIRGINIA.
- PROPERTY IS A PORTION OF TAX MAP NO. (38-4X)-56A). THE PROPERTY ADDRESS FOR TAX MAP NO. (38-4X)-56A) IS 4375 ELIZABETH DAVIS BOULEVARD.
- PROPERTY IS CURRENTLY ZONED "M1"-MIXED USE WITH PROFFERS.
- REFERENCE JAMES CITY COUNTY CASE NO. Z-0605-2006 FOR PROFFER CONDITIONS AFFECTING THIS PROPERTY.
- LOTS TO BE SERVED BY PUBLIC WATER AND SEWER.
- ALL EXISTING UNSEVED WELLS SHALL BE ABANDONED IN ACCORDANCE WITH STATE PRIVATE WELL REGULATIONS AND JAMES CITY COUNTY CODE.
- THERE ARE NO BUILDING SETBACKS REQUIRED PER THE ZONING ORDINANCE FOR MIXED USE ZONED PROFFERS. THE NEW TOWN PROFFERS, DESIGN GUIDELINES AND/OR PROPERTY OWNER ASSOCIATION COVENANTS FOR BUILDING REQUIREMENTS.
- THIS PLAT WAS REVIEWED BY THE NEW TOWN DESIGN REVIEW BOARD ON FEBRUARY 21, 2013 IN ACCORDANCE WITH THE NEW TOWN PROFFERS.
- UTILITY EASEMENTS DENOTED AS "JCSA URBAN EASEMENTS" ARE HEREBY DEDICATED TO JAMES CITY COUNTY SERVICE AUTHORITY (JCSA) FOR THE EXCLUSIVE USE OF JCSA AND THE PROPERTY THEREON. OTHER UTILITY SERVICE PROVIDERS DESIRING TO USE THESE EASEMENTS WITH THE EXCEPTED EASEMENTS SHALL OBTAIN WRITTEN PERMISSION FROM JCSA. JCSA SHALL NOT BE HELD RESPONSIBLE FOR ANY DAMAGE TO IMPROVEMENTS WITHIN THIS EASEMENT, FROM ANY CAUSE.
- THIS PLAT IS BASED ON RECORD DOCUMENTS AND PREVIOUS SURVEYS BY ACS AND WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT. THIS PROPERTY IS SUBJECT TO EASEMENTS, SURROUNDS, AND COVENANTS OF RECORD.
- WETLANDS AND LAND WITHIN RESOURCE PROTECTION AREAS SHALL REMAIN IN A NATURAL UNDISTURBED STATE EXCEPT FOR THESE ACTIVITIES PERMITTED BY SECTION 24-7 (c) OF THE JAMES CITY COUNTY CODE.
- UNLESS OTHERWISE NOTED, ALL DRAINAGE EASEMENTS DESIGNATED ON THIS PLAT SHALL REMAIN PRIVATE.
- ALL COMMON AREAS (C-A) SHALL BE DEDICATED TO THE ROW.





| LINE | BEARING     | LENGTH |
|------|-------------|--------|
| L1   | N55°49'48"E | 15.40' |
| L2   | N14°43'00"E | 14.11' |
| L3   | S77°44'24"W | 8.06'  |
| L4   | S78°42'57"W | 8.57'  |

| CURVE # | BEA        | RADIUS  | LENGTH  | TANGENT | CHORD   | CHORD BEARING |
|---------|------------|---------|---------|---------|---------|---------------|
| C1      | 347°29'31" | 165.00' | 711.30' | 57.44'  | 100.37' | N62°28'13"W   |
| C2      | 373°35'    | 165.00' | 165.00' | 5.40'   | 10.87'  | S78°42'57"W   |
| C3      | 90°00'00"  | 5.00'   | 7.85'   | 5.00'   | 7.87'   | S31°42'07"W   |
| C4      | 90°00'00"  | 5.00'   | 7.85'   | 5.00'   | 7.87'   | N08°17'03"W   |

| CURVE # | BEA        | RADIUS  | LENGTH  | TANGENT | CHORD   | CHORD BEARING |
|---------|------------|---------|---------|---------|---------|---------------|
| C1      | 31°43'12"  | 233.00' | 130.10' | 64.78'  | 128.45' | N07°25'27"W   |
| C2      | 18°28'08"  | 216.00' | 66.83'  | 33.88'  | 66.82'  | N78°43'24"W   |
| C3      | 157°40'08" | 233.00' | 63.17'  | 31.76'  | 63.08'  | S84°25'07"W   |
| C4      | 373°34'48" | 165.00' | 122.38' | 63.57'  | 120.14' | S84°28'10"E   |

| CURVE # | BEA        | RADIUS  | LENGTH  | TANGENT | CHORD   | CHORD BEARING |
|---------|------------|---------|---------|---------|---------|---------------|
| C1      | 31°43'12"  | 233.00' | 130.10' | 64.78'  | 128.45' | N07°25'27"W   |
| C2      | 18°28'08"  | 216.00' | 66.83'  | 33.88'  | 66.82'  | N78°43'24"W   |
| C3      | 157°40'08" | 233.00' | 63.17'  | 31.76'  | 63.08'  | S84°25'07"W   |
| C4      | 373°34'48" | 165.00' | 122.38' | 63.57'  | 120.14' | S84°28'10"E   |

|                |            |
|----------------|------------|
| Project Name   | 2024/5     |
| Project Number | 2024/5/008 |
| Date           | 11-14-2024 |
| Sheet Number   | 2 of 2     |

PLAT OF SUBDIVISION  
 PHASE X, SECTION 7  
 LOTS 53-62 AND 65-70  
 NEW TOWN  
 OWNED BY ABVA DEVELOPMENT, LP

**ABS**  
 CONSULTING ENGINEERS  
 1000 E. Main Street, Suite 100  
 Williams, Virginia 24184  
 Phone: (703) 246-1000  
 Fax: (703) 246-1001  
 www.abs-engineers.com



| No. | Date    | Revised Per County Comments | By  |
|-----|---------|-----------------------------|-----|
| 1   | 11/7/23 | REVISD PER COUNTY COMMENTS  | TCS |

NOTE: OLIVE DRIVE RIGHT OF WAY IS PLATTED WITH THE INTENT OF BEING EXTENDED AND CONTINUED IN ORDER TO PROVIDE ACCESS TO AND FROM FUTURE DEVELOPMENT OF THE REMAINING PARCEL AND TO AND FROM ADJACENT PARCELS.

Order: 2WRWBXS4Z  
 Address: 2022 Holmes Ct E  
 Order Date: 08-18-2024  
 Document not for resale  
 HomeWiseDocs

140004609

Prepared by/Return To:  
Kaufman & Canoles, P.C.  
4801 Courthouse Street, Suite 300  
Williamsburg, Virginia 23188  
William L. Holt VSB # 76857

Tax Parcel No.: 3820100012

**SUPPLEMENTAL DECLARATION OF  
PROTECTIVE COVENANTS AND RESTRICTIONS**

**NEW TOWN SECTION 7, PARCEL B, LOTS 107-124  
& COMMON AREA CA-10**

THIS SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS (this "Supplemental Declaration") is made this 19<sup>th</sup> day of March, 2014, by **NEW TOWN ASSOCIATES, LLC**, a Virginia limited liability company ("Developer") and **NT DEVELOPMENT, LP**, a Virginia limited partnership ("NT"). [Note to Clerk: Please index both parties as "Grantor" and "Grantee".]

**RECITALS**

A. New Town Associates, LLC, a Virginia limited liability company, is the Developer ("Developer") under the Master Declaration of Protective Covenants and Restrictions dated May 19, 2004, and recorded in the Clerk's Office of the Circuit Court for the City of Williamsburg and County of James City, Virginia (the "Clerk's Office"), as Instrument Number 040013865 (the "Original Declaration").

B. The real property submitted to covenants, restrictions, easements, charges and liens of the Original Declaration is set forth and described in Exhibit A to the Original Declaration.

C. By instrument entitled, "Amended and Restated Master Declaration of Protective Covenants and Restrictions for New Town (Residential)," dated June 27, 2005 and recorded in the Clerk's Office as Instrument Number 050014430 (the "Amended and Restated Declaration"), the Original Declaration was amended and restated in its entirety. The Amended and Restated Declaration, as may be hereafter amended, restated, modified or supplemented, is hereinafter referred to collectively as the "Declaration".

D. By deed dated December 17, 2013, and recorded on December 30, 2013 in the Clerk's Office as Instrument No. 130028249, Developer conveyed to NT certain real property as more particularly described in such deed (the "Property") comprising a portion of the property previously subjected to the Declaration.

E. Developer and NT desire to submit a certain portion of the Property (the "Subjected Property") as described in Exhibit A hereto to the covenants, restrictions, charges, liens and other provisions set forth in the Declaration and in this Supplemental Declaration. NT is a Parcel Developer under the Declaration and joins this instrument as the fee simple owner of the Subjected Property.

**NOW, THEREFORE,** Developer and NT hereby declare that the Subjected Property, or any piece or portion thereof, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and other provisions of the Declaration, which are incorporated herein by reference; and further declares that the Subjected Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and other provisions of this Supplemental Declaration.

#### **ARTICLE I NEIGHBORHOOD DESIGNATION**

The Subjected Property is hereby included within the previously designated Neighborhood entitled "Phase IX, Section 7 Neighborhood" (commonly known as "Charlotte Park") a "Neighborhood" (as defined in the Declaration) of the New Town Residential Association, Inc. (the "Association").

#### **ARTICLE II PROPERTY SUBJECT TO THIS SUPPLEMENTAL DECLARATION**

Section 1. Existing Property. The real property that is and shall be held, transferred, sold, conveyed, and occupied subject to this Supplemental Declaration consists of the lots, pieces or

parcels of real property, together with improvements thereon, comprising the Subjected Property as more particularly described in Exhibit A attached hereto.

Section 2. Additions to Existing Property. All or any portions of the Additional Area as defined in the Declaration, together with improvements thereon and easements, rights and appurtenances thereunto belonging or appertaining may be added to the Neighborhood by Developer, without the consent of the Owner(s) (other than such Owner(s), if any, who hold record title to the real property being added), by recording an amendment to this Supplemental Declaration or a separate Supplemental Declaration.

### ARTICLE III NEIGHBORHOOD COMMON AREA DESIGNATIONS

Section 1. Neighborhood Common Areas. The following areas are hereby designated "Neighborhood Common Areas", as defined in the Declaration:

That certain area shown and labeled as "CA-10 1,150 S.F. 0.026 AC." and all those private streets shown and labeled as "JULIES WAY (24' PRIVATE RW) INSTR. #090006228" and "LUANNE WAY (24' PRIVATE RW) INSTR. #090006228", on that certain plat entitled "PLAT OF SUBDIVISION SECTION 7, PARCEL B NEW TOWN OWNED BY NT DEVELOPMENT, LP JAMESTOWN DISTRICT, JAMES CITY COUNTY, VIRGINIA" prepared by AES Consulting Engineers, dated October 18, 2013, and recorded in the Clerk's Office contemporaneously herewith (the "Plat"), to which reference is hereby made for a more particular description.

### ARTICLE IV NEIGHBORHOOD ASSESSMENTS

Section 1. Expenses Attributed to Lots. In addition to maintaining the Neighborhood Common Areas within the Neighborhood, the Association shall provide the following services for the benefit of the Lots within the Neighborhood on an "as needed" basis (as determined by the Association's Board of Directors), the cost of which shall be funded by the Neighborhood Assessment to be assessed pro-rata against the Owners of Lots within the Neighborhood:

- (a) Mowing, edging and trimming of grass within portions of Lots not located inside a fenced area.
- (b) Trimming of shrubs, trees and bushes within portions of Lots not located inside a fenced area.
- (c) Maintaining, repairing and replacing sidewalks and street lighting.
- (d) Maintaining the "EX. 5' ROA EASEMENT INSTR. 120016286", "EX. 5' COA EASEMENT INSTR. 3080004140", "EX. JCSA SHARED HRDA UTILITY EASEMENT INSTR. #090006228", "SITE TRIANGLE EASEMENT INSTR. #120016286", and "5' WIDE PEDESTRIAN ACCOMMODATION" as shown on the Plat.
- (e) Maintaining "JULIES WAY (24' PRIVATE RW) INSTR. #090006228" and "LUANNE WAY (24' PRIVATE RW) INSTR. #090006228".

Section 2. Commencement of Neighborhood Assessment. The Neighborhood Assessment shall commence as provided in Section 5.5 of the Declaration.

## ARTICLE V PARTY WALLS

Section 1. Party Walls. The rights and duties of the Owners with respect to party walls shall be as follows:

(a) General Rules of Law to Apply. Each wall which is built as a part of the original construction of the residences (excluding fences) upon the Lots and which is placed on the dividing line between two (2) Lots so as to be common with, or immediately adjacent to and touching a wall of the residence on the other Lot (i.e., a townhouse or duplex), shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) Sharing of Repair / Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners who make use of the wall in proportion to such use. Any disputes over the reasonableness of the cost of such repair and maintenance shall be resolved in accordance with subsection (e) of this Article.

(c) Destruction by Fire or Other Casualty or Accident.

(i) Causes Attributable to Neither Owner. If a party wall is destroyed by fire, casualty or accident, the cause of which is not attributable to either Owner or to conditions existing on either Lot or within the residences thereon (e.g., fire caused by lightning and fire originating on property other than either Lot; damage due to storms, floods, wind or other acts of God), then the reasonable cost of the repair or reconstruction of the party wall shall be shared equally by the Owners who share use of the wall. Any disputes over the reasonableness of the cost of such repair or reconstruction shall be resolved in accordance with subsection (e) of this Article.

(ii) Causes Attributable to Conditions Existing on a Lot or Within the Residence Thereon. If a party wall is destroyed or damaged by fire, casualty or accident, the cause of which is attributable to conditions existing on one of the Lots or within the residence thereof (e.g., fire originating in only one residence or pipes bursting in only one residence), but which is not attributable to the negligent or willful act or omission of either of the Owners, then the Owner of the Lot upon which such conditions existed (the "Contributing Owner") shall bear the full cost of repair and restoration of the party wall. If the Contributing Owner does not promptly commence efforts to repair and restore the party wall and thereafter diligently prosecute such repair and restoration to completion, then the other Owner (the "Noncontributing Owner") may effect such repair and restoration and either charge the cost of the same to the Contributing Owner or be entitled to prompt reimbursement for same. The costs incurred by the Noncontributing Owner shall constitute both the personal obligation and debt of the Contributing

Owner and a lien in favor of the Noncontributing Owner against the Lot of the Contributing Owner.

(iii) Causes Attributable to the Fault of the Owner. If a party wall is damaged or destroyed by fire, casualty, or other causes attributable to the sole fault of either Owner (e.g., the negligent or willful act or omission of either Owner), then the Owner at fault shall bear the full cost of repair and restoration of the party wall. If the Owner at fault does not promptly commence efforts to repair and restore the party wall and thereafter diligently prosecute to completion such repair and restoration, the Owner who is not at fault (the "Innocent Owner") may effect such repair and restoration and either charge the costs of the same plus ten percent (10%) of such cost to the Owner at fault or be entitled to prompt reimbursement for same. The costs incurred by the Innocent Owner, as well as the ten percent (10%) penalty for failure to promptly initiate repair shall constitute both the personal obligation and debt of the Owner at fault and a lien in favor of the Innocent Owner against the Lot of the Owner at fault. The rights of the Innocent Owner provided in this subsection shall not limit, but shall be in addition to, any right of the Innocent Owner to seek and collect greater damages from the Owner at fault if the damage or destruction is attributed to a willful or negligent act or omission of the Owner at fault.

(d) Weatherproofing. An Owner who by his negligent or willful act causes a party wall to be exposed to the elements shall bear the entire cost of furnishing the necessary protection against such elements. The Owner not at fault shall enjoy all the same rights and remedies as an Innocent Owner in Subsection (c) (ii) of this Article.

(e) Disputes. Upon any dispute arising concerning a party wall, any Owner may seek to have such dispute resolved by the Association's Board of Directors, by providing written notice of such intention to the other Owner and the President of the Association. Unless the responding Owner provides written notice to the initiating Owner and the President of the Association, stating his decision not to allow the dispute to be resolved by the Board of

Directors, within fourteen (14) days after the receipt of the notice from the initiating Owner, the dispute shall be heard and resolved by the Board of Directors. The Board of Director's decision (i) must be in writing, but no reason need be given, and (ii) shall be final and binding on the parties to the dispute. Any party, including the Board of Directors, may be represented by counsel in connection with the presentation of a case before the Board of Directors. If any party to a dispute serves or has family members who serve on the Board of Directors, such party and such party's family members shall not take part in the Board of Directors' proceedings or decision with respect to such dispute. Notwithstanding the foregoing, disputes under Subsection (b) or Subsection (c)(ii) of this Article shall be resolved by the Board of Directors in accordance with the Subsection (e) and no party may "opt-out" or avoid this procedure.

(f) Non Applicability. To the extent, but only to the extent, any provision of this Article is inconsistent with the provisions of any condominium instruments creating a condominium within New Town, the Virginia Condominium Act, or the concept of condominium ownership, such provisions shall not apply to party walls between Lots when such Lots are condominium units.

## ARTICLE VI EASEMENTS

Section 1. Easements Per the Declaration. The Subjected Property shall be subject to all easements and reservations set forth in the Declaration, which easements and reservations are hereby reserved and granted to Developer, the Association and such other benefited parties referenced in the Declaration, and such easements and reservations are incorporated herein in their entirety by reference.

Section 2. Power of Attorney Reserved. There shall be and is hereby reserved to the Developer and its successors and assigns, a Power of Attorney with respect to the Subjected Property, to grant easements required by any governmental agency or authority in connection



with the release of public improvement bonds or the acceptance of streets for public maintenance. This Power of Attorney shall continue for a period of sixty (60) months from the date hereof, or until (i) the earlier release of all public improvement bonds and (ii) the earlier acceptance of all streets that have been designated to be dedicated to the municipality for public maintenance concerning the Subjected Property.

Section 3. Easements for Encroachments. Without limiting the easements set forth in Section 8.8 of the Declaration, each Lot within the Neighborhood is declared to have an easement over all adjoining Lots, Common Areas and the Neighborhood Common Areas for the purpose of accommodating any encroachment due to building overhang or projection, steps, porches and/or ramps attached to and/or serving the improvements on such Lot. The existence of such easements for encroachment shall in no way alter the obligation of the respective Owner(s) to maintain such items, nor shall the encroachment of such items onto adjoining Lots, the Common Areas and/or the Neighborhood Common Areas create or impose any obligation or liability of the Association to maintain, repair, replace or insure such items.

## **ARTICLE VII GENERAL PROVISIONS**

Section 1. Duration. This Supplemental Declaration shall continue and remain in full force and effect at all times with respect to the Subjected Property and each part thereof (subject, however, to the right to amend as provided for herein and in the Declaration) for so long as the Declaration remains in full force and effect.

Section 2. Amendment. This Supplemental Declaration may be amended at any time in the same manner as Amendments to the Declaration. Any amendment must be recorded to become effective.

Section 3. Run with Land. The covenants and restrictions of this Supplemental Declaration and the Declaration shall run with and bind the Subjected Property and the Owners and Occupants thereof.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not effect any other provisions, which shall remain in full force and effect.

Section 5. Terms and Definitions. Except as expressly provided otherwise herein, the terms used herein shall have the same meaning and definition as set forth in the Declaration.

Section 6. Contravention. Nothing contained herein shall be construed as altering, amending or vacating the provisions of the ordinances of the County of James City, Virginia, which shall have full force and effect on all property subject to the Supplemental Declaration.

**IN WITNESS WHEREOF**, the undersigned have caused this Supplemental Declaration to be executed as of the day and year first above written. This Supplemental Declaration may be executed in two or more counterparts and by facsimile, each of which shall be an original and all of which together shall constitute one and the same instrument.

**[SIGNATURES APPEAR ON THE FOLLOWING PAGES]**

[COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION]

**NEW TOWN ASSOCIATES, LLC,**  
a Virginia limited liability company

By:   
Lawrence A. Salzman, President

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

The foregoing instrument was acknowledged before me in the County of James City, Virginia, this 20th day of MARCH, 2014, by Lawrence A. Salzman, as President of New Town Associates, LLC, a Virginia limited liability company, on its behalf.

  
Notary Public

My commission expires: 12-31-2015

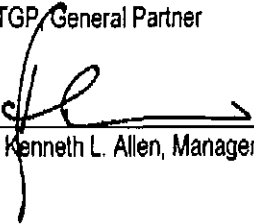
Registration number: 7113607



[COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION]

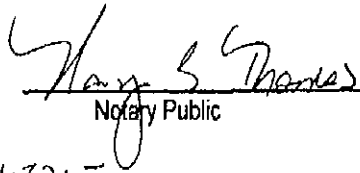
NT DEVELOPMENT, LP  
a Virginia limited partnership

BY: NTGP, General Partner

By:   
Kenneth L. Allen, Manager

COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in the City/County of Newport News, Virginia, this 19 day of March, 2014, by Kenneth L. Allen, as Manager of NT Development, LP, a Virginia limited partnership, on its behalf.

  
Notary Public

My commission expires: 07-31-2015

Registration number: 7118261



**EXHIBIT A**

Legal Description of Subjected Property

Section 7, Parcel B, Lots 107-124, and CA-10

All those certain lots, pieces or parcels of land, situate, lying and being in James City County, Virginia, shown and designated as Lots "107", "108", "109", "110", "111", "112", "113", "114", "115", "116", "117", "118", "119", "120", "121", "122", "123", "124" and "CA-10" as shown on that certain plat entitled "PLAT OF SUBDIVISION SECTION 7, PARCEL B NEW TOWN OWNED BY NT DEVELOPMENT, LP JAMESTOWN DISTRICT, JAMES CITY COUNTY, VIRGINIA" prepared by AES Consulting Engineers, dated October 18, 2013 and duly recorded in the Circuit Court Clerk's Office for the County of James City and the City of Williamsburg, Virginia as Instrument No. 14004603, to which plat reference is hereby made for a more particular description.

VIRGINIA: CITY OF WILLIAMSBURG & COUNTY OF JAMES CITY  
This document was admitted to record on 3-20-2014  
at 3:57 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

150 002375

Prepared by/Return To:  
Kaufman & Canoles, P.C.  
4801 Courthouse Street, Suite 300  
Williamsburg, Virginia 23188  
William L. Holt VSB # 76857

Tax Parcel No.: 3820100010

**SUPPLEMENTAL DECLARATION OF  
PROTECTIVE COVENANTS AND RESTRICTIONS**

**NEW TOWN SECTION 7, PARCEL C, PHASE A, LOTS 125-134, 135-138, 142-145, 149-152,  
158-165, AND COMMON AREA CA-16**

THIS SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS (this "Supplemental Declaration") is made this 29<sup>th</sup> day of May, 2014, by **NEW TOWN ASSOCIATES, LLC**, a Virginia limited liability company ("Developer") and **NT DEVELOPMENT, LP**, a Virginia limited partnership ("NT"). [Note to Clerk: Please index both parties as "Grantor" and "Grantee".]

**RECITALS**

A. New Town Associates, LLC, a Virginia limited liability company, is the Developer ("Developer") under the Master Declaration of Protective Covenants and Restrictions dated May 19, 2004, and recorded in the Clerk's Office of the Circuit Court for the City of Williamsburg and County of James City, Virginia (the "Clerk's Office"), as Instrument Number 040013865 (the "Original Declaration").

B. The real property submitted to covenants, restrictions, easements, charges and liens of the Original Declaration is set forth and described in Exhibit A to the Original Declaration.

C. By instrument entitled, "Amended and Restated Master Declaration of Protective Covenants and Restrictions for New Town (Residential)," dated June 27, 2005 and recorded in the Clerk's Office as Instrument Number 050014430 (the "Amended and Restated Declaration"), the Original Declaration was amended and restated in its entirety. The Amended and Restated Declaration, as may be hereafter amended, restated, modified or supplemented, is hereinafter referred to collectively as the "Declaration".

Order: 2WRWBXS4Z  
Address: 2022 Holmes Ct E  
Order Date: 08-18-2024  
Document not for resale  
HomeWiseDocs

D. By deed dated December 17, 2013, and recorded in the Clerk's Office as Instrument No. 130028249, Developer conveyed to NT certain real property as more particularly described in such deed (the "Property") comprising a portion of the property previously subjected to the Declaration.

E. Developer and NT desire to submit a certain portion of the Property (the "Subjected Property") as described in Exhibit A hereto to the covenants, restrictions, charges, liens and other provisions set forth in the Declaration and in this Supplemental Declaration. NT is a Parcel Developer under the Declaration and joins this instrument as the fee simple owner of the Subjected Property.

**NOW, THEREFORE**, Developer and NT hereby declare that the Subjected Property, or any piece or portion thereof, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and other provisions of the Declaration, which are incorporated herein by reference; and further declares that the Subjected Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and other provisions of this Supplemental Declaration.

#### **ARTICLE I NEIGHBORHOOD DESIGNATION**

The Subjected Property is hereby included within the previously designated Neighborhood entitled "Phase IX, Section 7 Neighborhood" (commonly known as "Charlotte Park") a "Neighborhood" (as defined in the Declaration) of the New Town Residential Association, Inc. (the "Association").

#### **ARTICLE II PROPERTY SUBJECT TO THIS SUPPLEMENTAL DECLARATION**

Section 1. Existing Property. The real property that is and shall be held, transferred, sold, conveyed, and occupied subject to this Supplemental Declaration consists of the lots, pieces or

Order: 2WRWBXS4Z  
Address: 2022 Holmes Ct E  
Order Date: 06-18-2024  
Document not for resale  
HomeWiseDocs

parcels of real property, together with improvements thereon, comprising the Subjected Property as more particularly described in Exhibit A attached hereto.

Section 2. Additions to Existing Property. All or any portions of the Additional Area as defined in the Declaration, together with improvements thereon and easements, rights and appurtenances thereunto belonging or appertaining may be added to the Neighborhood by Developer, without the consent of the Owner(s) (other than such Owner(s), if any, who hold record title to the real property being added), by recording an amendment to this Supplemental Declaration or a separate Supplemental Declaration.

### **ARTICLE III NEIGHBORHOOD COMMON AREA DESIGNATIONS**

Section 1. Neighborhood Common Areas. The following areas are hereby designated "Neighborhood Common Areas", as defined in the Declaration:

That certain area shown and labeled as "CA-16" and all those private streets shown and labeled as "SAMANTHA LANE VARIABLE WIDTH PRIVATE R/W", "CANDACE LANE 24' PRIVATE R/W", and "AUDREY LANE 24' PRIVATE R/W" on that certain plat entitled "PLAT OF SUBDIVISION SECTION 7, PARCEL C, PHASE A NEW TOWN LOTS 125-134, 135-138, 142-145, 149-152, 158-165 AND CA-16 OWNED BY NT DEVELOPMENT, LP JAMESTOWN DISTRICT, JAMES CITY COUNTY, VIRGINIA" prepared by AES Consulting Engineers, dated April 17, 2014, and recorded in the Clerk's Office contemporaneously herewith (the "Plat"), to which reference is hereby made for a more particular description.

### **ARTICLE IV NEIGHBORHOOD ASSESSMENTS**

Section 1. Expenses Attributed to Lots. In addition to maintaining the Neighborhood Common Areas within the Neighborhood, the Association shall provide the following services for the benefit of the Lots within the Neighborhood on an "as needed" basis (as determined by the



Association's Board of Directors), the cost of which shall be funded by the Neighborhood Assessment to be assessed pro-rata against the Owners of Lots within the Neighborhood:

- (a) Mowing, edging and trimming of grass within portions of Lots not located inside a fenced area.
- (b) Trimming of shrubs, trees and bushes within portions of Lots not located inside a fenced area.
- (c) Maintaining, repairing and replacing sidewalks and street lighting.
- (d) Maintaining the "SHARED URBAN UTILITY EASEMENT HEREBY CONVEYED TO JCSA TOTAL AREA 44,393 S.F./1.019 AC.", "EXISTING VARIABLE WIDTH ROA EASEMENT INSTR. #120016286", "EX. VAR. WIDTH ROA EASEMENT INSTR. #140005444", "EXISTING 5' ROA EASEMENT INSTR. #120016286", "EX. 20' URBAN EASEMENT INSTR. #140005444", and "EX. 20' WIDE JCSA URBAN UTILITY EASEMENT INSTR. #090006228" as shown on the Plat.

Section 2. Commencement of Neighborhood Assessment. The Neighborhood Assessment shall commence as provided in Section 5.5 of the Declaration.

## **ARTICLE V PARTY WALLS**

Section 1. Party Walls. The rights and duties of the Owners with respect to party walls shall be as follows:

- (a) General Rules of Law to Apply. Each wall which is built as a part of the original construction of the residences (excluding fences) upon the Lots and which is placed on the dividing line between two (2) Lots so as to be common with, or immediately adjacent to and touching a wall of the residence on the other Lot (i.e., a townhouse or duplex), shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules

of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) Sharing of Repair / Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners who make use of the wall in proportion to such use. Any disputes over the reasonableness of the cost of such repair and maintenance shall be resolved in accordance with subsection (e) of this Article.

(c) Destruction by Fire or Other Casualty or Accident.

(i) Causes Attributable to Neither Owner. If a party wall is destroyed by fire, casualty or accident, the cause of which is not attributable to either Owner or to conditions existing on either Lot or within the residences thereon (e.g., fire caused by lightning and fire originating on property other than either Lot; damage due to storms, floods, wind or other acts of God), then the reasonable cost of the repair or reconstruction of the party wall shall be shared equally by the Owners who share use of the wall. Any disputes over the reasonableness of the cost of such repair or reconstruction shall be resolved in accordance with subsection (e) of this Article.

(ii) Causes Attributable to Conditions Existing on a Lot or Within the Residence Thereon. If a party wall is destroyed or damaged by fire, casualty or accident, the cause of which is attributable to conditions existing on one of the Lots or within the residence thereof (e.g., fire originating in only one residence or pipes bursting in only one residence), but which is not attributable to the negligent or willful act or omission of either of the Owners, then the Owner of the Lot upon which such conditions existed (the "Contributing Owner") shall bear the full cost of repair and restoration of the party wall. If the Contributing Owner does not promptly commence efforts to repair and restore the party wall and thereafter diligently prosecute such repair and restoration to completion, then the other Owner (the "Noncontributing Owner") may effect such repair and restoration and either charge the cost of the same to the Contributing Owner or be entitled to prompt reimbursement for same. The costs incurred by the

Noncontributing Owner shall constitute both the personal obligation and debt of the Contributing Owner and a lien in favor of the Noncontributing Owner against the Lot of the Contributing Owner.

(iii) Causes Attributable to the Fault of the Owner. If a party wall is damaged or destroyed by fire, casualty, or other causes attributable to the sole fault of either Owner (e.g., the negligent or willful act or omission of either Owner), then the Owner at fault shall bear the full cost of repair and restoration of the party wall. If the Owner at fault does not promptly commence efforts to repair and restore the party wall and thereafter diligently prosecute to completion such repair and restoration, the Owner who is not at fault (the "Innocent Owner") may effect such repair and restoration and either charge the costs of the same plus ten percent (10%) of such cost to the Owner at fault or be entitled to prompt reimbursement for same. The costs incurred by the Innocent Owner, as well as the ten percent (10%) penalty for failure to promptly initiate repair shall constitute both the personal obligation and debt of the Owner at fault and a lien in favor of the Innocent Owner against the Lot of the Owner at fault. The rights of the Innocent Owner provided in this subsection shall not limit, but shall be in addition to, any right of the Innocent Owner to seek and collect greater damages from the Owner at fault if the damage or destruction is attributed to a willful or negligent act or omission of the Owner at fault.

(d) Weatherproofing. An Owner who by his negligent or willful act causes a party wall to be exposed to the elements shall bear the entire cost of furnishing the necessary protection against such elements. The Owner not at fault shall enjoy all the same rights and remedies as an Innocent Owner in Subsection (c) (ii) of this Article.

(e) Disputes. Upon any dispute arising concerning a party wall, any Owner may seek to have such dispute resolved by the Association's Board of Directors, by providing written notice of such intention to the other Owner and the President of the Association. Unless the responding Owner provides written notice to the initiating Owner and the President of the Association, stating his decision not to allow the dispute to be resolved by the Board of

Directors, within fourteen (14) days after the receipt of the notice from the initiating Owner, the dispute shall be heard and resolved by the Board of Directors. The Board of Director's decision (i) must be in writing, but no reason need be given, and (ii) shall be final and binding on the parties to the dispute. Any party, including the Board of Directors, may be represented by counsel in connection with the presentation of a case before the Board of Directors. If any party to a dispute serves or has family members who serve on the Board of Directors, such party and such party's family members shall not take part in the Board of Directors' proceedings or decision with respect to such dispute. Notwithstanding the foregoing, disputes under Subsection (b) or Subsection (c)(ii) of this Article shall be resolved by the Board of Directors in accordance with the Subsection (e) and no party may "opt-out" or avoid this procedure.

(f) Non Applicability. To the extent, but only to the extent, any provision of this Article is inconsistent with the provisions of any condominium instruments creating a condominium within New Town, the Virginia Condominium Act, or the concept of condominium ownership, such provisions shall not apply to party walls between Lots when such Lots are condominium units.

## **ARTICLE VI EASEMENTS**

Section 1. Easements Per the Declaration. The Subjected Property shall be subject to all easements and reservations set forth in the Declaration, which easements and reservations are hereby reserved and granted to Developer, the Association and such other benefited parties referenced in the Declaration, and such easements and reservations are incorporated herein in their entirety by reference.

Section 2. Power of Attorney Reserved. There shall be and is hereby reserved to the Developer and its successors and assigns, a Power of Attorney with respect to the Subjected Property, to grant easements required by any governmental agency or authority in connection

Order: 2WRWBXS4Z  
Address: 2022 Holmes Ct E  
Order Date: 06-18-2024  
7 of 12  
Document not for resale  
HomeWiseDocs

with the release of public improvement bonds or the acceptance of streets for public maintenance. This Power of Attorney shall continue for a period of sixty (60) months from the date hereof, or until (i) the earlier release of all public improvement bonds and (ii) the earlier acceptance of all streets that have been designated to be dedicated to the municipality for public maintenance concerning the Subjected Property.

Section 3. Easements for Encroachments. Without limiting the easements set forth in Section 8.8 of the Declaration, each Lot within the Neighborhood is declared to have an easement over all adjoining Lots, Common Areas and the Neighborhood Common Areas for the purpose of accommodating any encroachment due to building overhang or projection, steps, porches and/or ramps attached to and/or serving the improvements on such Lot. The existence of such easements for encroachment shall in no way alter the obligation of the respective Owner(s) to maintain such items, nor shall the encroachment of such items onto adjoining Lots, the Common Areas and/or the Neighborhood Common Areas create or impose any obligation or liability of the Association to maintain, repair, replace or insure such items.

## **ARTICLE VII GENERAL PROVISIONS**

Section 1. Duration. This Supplemental Declaration shall continue and remain in full force and effect at all times with respect to the Subjected Property and each part thereof (subject, however, to the right to amend as provided for herein and in the Declaration) for so long as the Declaration remains in full force and effect.

Section 2. Amendment. This Supplemental Declaration may be amended at any time in the same manner as Amendments to the Declaration. Any amendment must be recorded to become effective.

Section 3. Run with Land. The covenants and restrictions of this Supplemental Declaration and the Declaration shall run with and bind the Subjected Property and the Owners and Occupants thereof.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions, which shall remain in full force and effect.

Section 5. Terms and Definitions. Except as expressly provided otherwise herein, the terms used herein shall have the same meaning and definition as set forth in the Declaration.

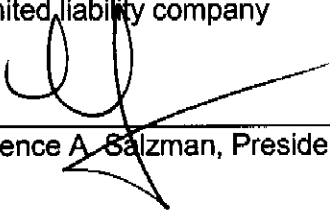
Section 6. Contravention. Nothing contained herein shall be construed as altering, amending or vacating the provisions of the ordinances of the County of James City, Virginia, which shall have full force and effect on all property subject to the Supplemental Declaration.

**IN WITNESS WHEREOF**, the undersigned have caused this Supplemental Declaration to be executed as of the day and year first above written. This Supplemental Declaration may be executed in two or more counterparts and by facsimile, each of which shall be an original and all of which together shall constitute one and the same instrument.

**[SIGNATURES APPEAR ON THE FOLLOWING PAGES]**

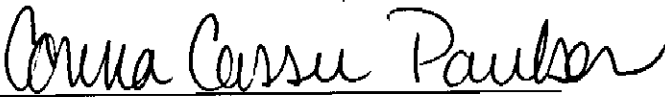
[COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION]

**NEW TOWN ASSOCIATES, LLC**  
a Virginia limited liability company

By:   
Lawrence A. Salzman, President

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

The foregoing instrument was acknowledged before me in the County of James City, Virginia, this 29 day of May, 2014, by Lawrence A. Salzman, as President of New Town Associates, LLC, a Virginia limited liability company, on its behalf.

  
Notary Public

My commission expires: 7/31/2016

Registration number: 7199094


[Seal]



[COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION]

**NT DEVELOPMENT, LP**  
a Virginia limited partnership

BY: NTGP, LLC, General Partner

By:   
Kenneth L. Allen, Manager

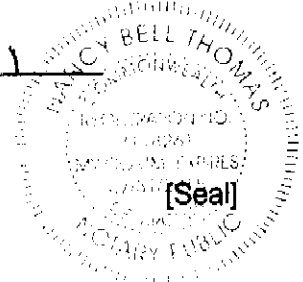
COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in the City/County of Williamsburg Virginia, this 9 day of February, 2015 by Kenneth L. Allen, as Manager of NT Development, LP, a Virginia limited partnership, on its behalf.

  
Notary Public

My commission expires: 07-31-2015

Registration number: 7118261





**EXHIBIT A**

Legal Description of Subjected Property

Section 7, Parcel C, Phase A – Lots 125-134, 135-138, 142-145, 149-152, 158-165 and CA-16

All those certain lots, pieces or parcels of land, situate, lying and being in James City County, Virginia, shown and designated as Lots "125", "126", "127", "128", "129", "130", "131", "132", "133", "134", "135", "136", "137", "138", "142", "143", "144", "145", "149", "150", "151", "152", "158", "159", "160", "161", "162", "163", "164", "165", and "CA-16" as shown on that certain plat entitled "PLAT OF SUBDIVISION SECTION 7, PARCEL C, PHASE A NEW TOWN LOTS 125-134, 135-138, 142-145, 149-152, 158-165 and CA-16 OWNED BY NT DEVELOPMENT, LP JAMESTOWN DISTRICT, JAMES CITY COUNTY, VIRGINIA" prepared by AES Consulting Engineers, dated April 17, 2014, and duly recorded in the Circuit Court Clerk's Office for the County of James City and the City of Williamsburg, Virginia as Instrument No. 150002374, to which plat reference is hereby made for a more particular description.

3 Large/~~Small~~ Plat(s) Recorded  
herewith as # 150002375

VIRGINIA: CITY OF WILLIAMSBURG & COUNTY OF JAMES CITY  
This document was admitted to record on 2-10-2015  
at 9:22 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

13193397v1

Order: 2WRWBXS4Z  
Address: 2022 Holmes Ct E  
Order Date: 08-18-2024  
Document not for resale  
HomeWiseDocs

140 016725

Prepared by/Return To:  
Kaufman & Canoles, P.C.  
4801 Courthouse Street, Suite 300  
Williamsburg, Virginia 23188  
William L. Holt VSB # 76857

Tax Parcel No.: 3840100056A

**SUPPLEMENTAL DECLARATION OF  
PROTECTIVE COVENANTS AND RESTRICTIONS**

**NEW TOWN SECTION 7, PHASE X, LOTS 63-64 AND 89-106, AND COMMON AREA CA-8**

THIS SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS (this "Supplemental Declaration") is made effective this 24<sup>TH</sup> day of July, 2014, by **NEW TOWN ASSOCIATES, LLC**, a Virginia limited liability company ("Developer") and **ABVA DEVELOPMENT, LP**, a Virginia limited partnership ("ABVA"). [Note to Clerk: Please index both parties as "Grantor" and "Grantee".]

**RECITALS**

A. New Town Associates, LLC, a Virginia limited liability company, is the Developer ("Developer") under the Master Declaration of Protective Covenants and Restrictions dated May 19, 2004, and recorded in the Clerk's Office of the Circuit Court for the City of Williamsburg and County of James City, Virginia (the "Clerk's Office"), as Instrument Number 040013865 (the "Original Declaration").

B. The real property submitted to covenants, restrictions, easements, charges and liens of the Original Declaration is set forth and described in Exhibit A to the Original Declaration.

C. By instrument entitled, "Amended and Restated Master Declaration of Protective Covenants and Restrictions for New Town (Residential)," dated June 27, 2005 and recorded in the Clerk's Office as Instrument Number 050014430 (the "Amended and Restated Declaration"), the Original Declaration was amended and restated in its entirety. The Amended and Restated Declaration, as may be hereafter amended, restated, modified or supplemented, is hereinafter referred to collectively as the "Declaration".

Order: 2WRWBXS4Z  
Address: 2022 Holmes Ct E  
Order Date: 08-18-2024  
Document not for resale  
HomeWiseDocs

D. By deed dated June 12, 2012, and recorded on June 13, 2012 in the Clerk's Office as Instrument No. 120012589, Developer conveyed to ABVA certain real property as more particularly described in such deed (the "Property") comprising a portion of the property previously subjected to the Declaration.

E. Developer and ABVA desire to submit a certain portion of the Property (the "Subjected Property") as described in Exhibit A hereto to the covenants, restrictions, charges, liens and other provisions set forth in the Declaration and in this Supplemental Declaration. ABVA is a Parcel Developer under the Declaration and joins this instrument as the fee simple owner of the Subjected Property.

**NOW, THEREFORE**, Developer and ABVA hereby declare that the Subjected Property, or any piece or portion thereof, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and other provisions of the Declaration, which are incorporated herein by reference; and further declares that the Subjected Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and other provisions of this Supplemental Declaration.

#### **ARTICLE I NEIGHBORHOOD DESIGNATION**

The Subjected Property is hereby included within the previously designated Neighborhood entitled "Phase IX, Section 7 Neighborhood" (commonly known as "Charlotte Park") a "Neighborhood" (as defined in the Declaration) of the New Town Residential Association, Inc. (the "Association").

#### **ARTICLE II PROPERTY SUBJECT TO THIS SUPPLEMENTAL DECLARATION**

**Section 1. Existing Property.** The real property that is and shall be held, transferred, sold, conveyed, and occupied subject to this Supplemental Declaration consists of the lots, pieces or

Order: 2WRWBXS4Z  
Address: 2022 Holmes Ct E  
Order Date: 08-18-2024  
Document not for resale  
HomeWiseDocs

parcels of real property, together with improvements thereon, comprising the Subjected Property as more particularly described in Exhibit A attached hereto.

Section 2. Additions to Existing Property. All or any portions of the Additional Area as defined in the Declaration, together with improvements thereon and easements, rights and appurtenances thereunto belonging or appertaining may be added to the Neighborhood by Developer, without the consent of the Owner(s) (other than such Owner(s), if any, who hold record title to the real property being added), by recording an amendment to this Supplemental Declaration or a separate Supplemental Declaration.

### **ARTICLE III NEIGHBORHOOD COMMON AREA DESIGNATIONS**

Section 1. Neighborhood Common Areas. The following areas are hereby designated "Neighborhood Common Areas", as defined in the Declaration:

That certain area shown and labeled as "CA-8 29,562 S.F. 0.679 AC." and all those private streets shown and labeled as "LUCRETIA WAY (24' PRIVATE RW)" and "ERCIL WAY (24' PRIVATE RW)", on that certain plat entitled "PLAT OF SUBDIVISION PHASE X, SECTION 7 LOTS 63-64 AND 89-106 NEW TOWN OWNED BY ABVA DEVELOPMENT, LP JAMESTOWN DISTRICT, JAMES CITY COUNTY, VIRGINIA" prepared by AES Consulting Engineers, dated April 11, 2014, and recorded in the Clerk's Office contemporaneously herewith (the "Plat"), to which reference is hereby made for a more particular description.

### **ARTICLE IV NEIGHBORHOOD ASSESSMENTS**

Section 1. Expenses Attributed to Lots. In addition to maintaining the Neighborhood Common Areas within the Neighborhood, the Association shall provide the following services for the benefit of the Lots within the Neighborhood on an "as needed" basis (as determined by the Association's Board of Directors), the cost of which shall be funded by the Neighborhood Assessment to be assessed pro-rata against the Owners of Lots within the Neighborhood:

Order: 2WRWBXS4Z  
Address: 2022 Holmes Ct E  
Order Date: 08-18-2024  
Document not for resale  
HomeWiseDocs

- (a) Mowing, edging and trimming of grass within portions of Lots not located inside a fenced area.
- (b) Trimming of shrubs, trees and bushes within portions of Lots not located inside a fenced area.
- (c) Maintaining, repairing and replacing sidewalks and street lighting.
- (d) Maintaining the "5' WIDE RESIDENTIAL HOMEOWNERS ASSOCIATION EASEMENT", "26' WIDE SHARED URBAN UTILITY EASEMENT INSTR. #130022585", "20' WIDE JCSA URBAN EASEMENT", "26' EXISTING JCSA SHARED URBAN UTILITY EASEMENT INSTR. 14000079", "20' EXISTING AND VARIABLE WIDTH SHARED JCSA URBAN UTILITY EASEMENT INSTR. #130004753", "EX. 5' WIDE RESIDENTIAL OWNERS ASSOCIATION EASEMENT INSTR. #130004753", "EX. 20' WIDE JCSA URBAN EASEMENT INSTRUMENT #090006228", and "BMP 59,269 S.F. OR 1.361 AC." as shown on the Plat.
- (e) Maintaining "LUCRETIA WAY (24' PRIVATE RW)" and "ERCIL WAY (24' PRIVATE RW)".

Section 2. Commencement of Neighborhood Assessment. The Neighborhood Assessment shall commence as provided in Section 5.5 of the Declaration.

## **ARTICLE V PARTY WALLS**

Section 1. Party Walls. The rights and duties of the Owners with respect to party walls shall be as follows:

- (a) General Rules of Law to Apply. Each wall which is built as a part of the original construction of the residences (excluding fences) upon the Lots and which is placed on the dividing line between two (2) Lots so as to be common with, or immediately adjacent to and

Order: 2WRWBXS4Z  
Address: 2022 Holmes Ct E  
Order Date: 08-18-2024  
Document not for resale  
HomeWiseDocs

touching a wall of the residence on the other Lot (i.e., a townhouse or duplex), shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) Sharing of Repair / Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners who make use of the wall in proportion to such use. Any disputes over the reasonableness of the cost of such repair and maintenance shall be resolved in accordance with subsection (e) of this Article.

(c) Destruction by Fire or Other Casualty or Accident.

(i) Causes Attributable to Neither Owner. If a party wall is destroyed by fire, casualty or accident, the cause of which is not attributable to either Owner or to conditions existing on either Lot or within the residences thereon (e.g., fire caused by lightning and fire originating on property other than either Lot; damage due to storms, floods, wind or other acts of God), then the reasonable cost of the repair or reconstruction of the party wall shall be shared equally by the Owners who share use of the wall. Any disputes over the reasonableness of the cost of such repair or reconstruction shall be resolved in accordance with subsection (e) of this Article.

(ii) Causes Attributable to Conditions Existing on a Lot or Within the Residence Thereon. If a party wall is destroyed or damaged by fire, casualty or accident, the cause of which is attributable to conditions existing on one of the Lots or within the residence thereof (e.g., fire originating in only one residence or pipes bursting in only one residence), but which is not attributable to the negligent or willful act or omission of either of the Owners, then the Owner of the Lot upon which such conditions existed (the "Contributing Owner") shall bear the full cost of repair and restoration of the party wall. If the Contributing Owner does not promptly commence efforts to repair and restore the party wall and thereafter diligently prosecute such repair and restoration to completion, then the other Owner (the "Noncontributing Owner") may

Order ANTHEBONE  
Address: 2022 Holmes Ct E  
Order Date: 08-18-2024  
Document not for resale  
HomeWiseDocs

effect such repair and restoration and either charge the cost of the same to the Contributing Owner or be entitled to prompt reimbursement for same. The costs incurred by the Noncontributing Owner shall constitute both the personal obligation and debt of the Contributing Owner and a lien in favor of the Noncontributing Owner against the Lot of the Contributing Owner.

(iii) Causes Attributable to the Fault of the Owner. If a party wall is damaged or destroyed by fire, casualty, or other causes attributable to the sole fault of either Owner (e.g., the negligent or willful act or omission of either Owner), then the Owner at fault shall bear the full cost of repair and restoration of the party wall. If the Owner at fault does not promptly commence efforts to repair and restore the party wall and thereafter diligently prosecute to completion such repair and restoration, the Owner who is not at fault (the "Innocent Owner") may effect such repair and restoration and either charge the costs of the same plus ten percent (10%) of such cost to the Owner at fault or be entitled to prompt reimbursement for same. The costs incurred by the Innocent Owner, as well as the ten percent (10%) penalty for failure to promptly initiate repair shall constitute both the personal obligation and debt of the Owner at fault and a lien in favor of the Innocent Owner against the Lot of the Owner at fault. The rights of the Innocent Owner provided in this subsection shall not limit, but shall be in addition to, any right of the Innocent Owner to seek and collect greater damages from the Owner at fault if the damage or destruction is attributed to a willful or negligent act or omission of the Owner at fault.

(d) Weatherproofing. An Owner who by his negligent or willful act causes a party wall to be exposed to the elements shall bear the entire cost of furnishing the necessary protection against such elements. The Owner not at fault shall enjoy all the same rights and remedies as an Innocent Owner in Subsection (c) (ii) of this Article.

(e) Disputes. Upon any dispute arising concerning a party wall, any Owner may seek to have such dispute resolved by the Association's Board of Directors, by providing written notice of such intention to the other Owner and the President of the Association. Unless the

Address: 2022 Holmes Ct E  
Order Date: 08-18-2024  
Document not for resale  
HomeWiseDocs

responding Owner provides written notice to the initiating Owner and the President of the Association, stating his decision not to allow the dispute to be resolved by the Board of Directors, within fourteen (14) days after the receipt of the notice from the initiating Owner, the dispute shall be heard and resolved by the Board of Directors. The Board of Director's decision (i) must be in writing, but no reason need be given, and (ii) shall be final and binding on the parties to the dispute. Any party, including the Board of Directors, may be represented by counsel in connection with the presentation of a case before the Board of Directors. If any party to a dispute serves or has family members who serve on the Board of Directors, such party and such party's family members shall not take part in the Board of Directors' proceedings or decision with respect to such dispute. Notwithstanding the foregoing, disputes under Subsection (b) or Subsection (c)(ii) of this Article shall be resolved by the Board of Directors in accordance with the Subsection (e) and no party may "opt-out" or avoid this procedure.

(f) Non Applicability. To the extent, but only to the extent, any provision of this Article is inconsistent with the provisions of any condominium instruments creating a condominium within New Town, the Virginia Condominium Act, or the concept of condominium ownership, such provisions shall not apply to party walls between Lots when such Lots are condominium units.

## **ARTICLE VI EASEMENTS**

Section 1. Easements Per the Declaration. The Subjected Property shall be subject to all easements and reservations set forth in the Declaration, which easements and reservations are hereby reserved and granted to Developer, the Association and such other benefited parties referenced in the Declaration, and such easements and reservations are incorporated herein in their entirety by reference.

Order: 2WRWBXS4Z  
Address: 2022 Holmes Ct E  
Order Date: 08-18-2024  
Document not for resale  
HomeWiseDocs



Section 2. Power of Attorney Reserved. There shall be and is hereby reserved to the Developer and its successors and assigns, a Power of Attorney with respect to the Subjected Property, to grant easements required by any governmental agency or authority in connection with the release of public improvement bonds or the acceptance of streets for public maintenance. This Power of Attorney shall continue for a period of sixty (60) months from the date hereof, or until (i) the earlier release of all public improvement bonds and (ii) the earlier acceptance of all streets that have been designated to be dedicated to the municipality for public maintenance concerning the Subjected Property.

Section 3. Easements for Encroachments. Without limiting the easements set forth in Section 8.8 of the Declaration, each Lot within the Neighborhood is declared to have an easement over all adjoining Lots, Common Areas and the Neighborhood Common Areas for the purpose of accommodating any encroachment due to building overhang or projection, steps, porches and/or ramps attached to and/or serving the improvements on such Lot. The existence of such easements for encroachment shall in no way alter the obligation of the respective Owner(s) to maintain such items, nor shall the encroachment of such items onto adjoining Lots, the Common Areas and/or the Neighborhood Common Areas create or impose any obligation or liability of the Association to maintain, repair, replace or insure such items.

## **ARTICLE VII GENERAL PROVISIONS**

Section 1. Duration. This Supplemental Declaration shall continue and remain in full force and effect at all times with respect to the Subjected Property and each part thereof (subject, however, to the right to amend as provided for herein and in the Declaration) for so long as the Declaration remains in full force and effect.

Section 2. Amendment. This Supplemental Declaration may be amended at any time in the same manner as Amendments to the Declaration. Any amendment must be recorded to become effective.

Order: 2WRWBXS4Z  
Address: 2022 Holmes Ct E  
Order Date: 08-18-2024  
Document not for resale  
HomeWiseDocs

**Section 3. Run with Land.** The covenants and restrictions of this Supplemental Declaration and the Declaration shall run with and bind the Subjected Property and the Owners and Occupants thereof.

**Section 4. Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions, which shall remain in full force and effect.

**Section 5. Terms and Definitions.** Except as expressly provided otherwise herein, the terms used herein shall have the same meaning and definition as set forth in the Declaration.

**Section 6. Contravention.** Nothing contained herein shall be construed as altering, amending or vacating the provisions of the ordinances of the County of James City, Virginia, which shall have full force and effect on all property subject to the Supplemental Declaration.

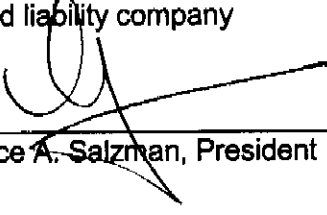
**IN WITNESS WHEREOF**, the undersigned have caused this Supplemental Declaration to be executed as of the day and year first above written. This Supplemental Declaration may be executed in two or more counterparts and by facsimile, each of which shall be an original and all of which together shall constitute one and the same instrument.

**[SIGNATURES APPEAR ON THE FOLLOWING PAGES]**

Order: 2WRWBXS4Z  
Address: 2022 Holmes Ct E  
Order Date: 08-18-2024  
Document not for resale  
HomeWiseDocs

[COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION]

**NEW TOWN ASSOCIATES, LLC,**  
a Virginia limited liability company

By:   
Lawrence A. Salzman, President

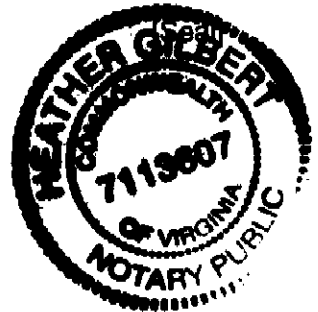
COMMONWEALTH OF VIRGINIA  
COUNTY OF JAMES CITY, to-wit:

The foregoing instrument was acknowledged before me in the County of James City, Virginia, this 24<sup>th</sup> day of July, 2014, by Lawrence A. Salzman, as President of New Town Associates, LLC, a Virginia limited liability company, on its behalf.

  
Notary Public

My commission expires: 12-31-2015

Registration number: 7113607



Order: 2WRWBXS4Z  
Address: 2022 Holmes Ct E  
Order Date: 08-18-2024  
Document not for resale  
HomeWiseDocs

[COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION]

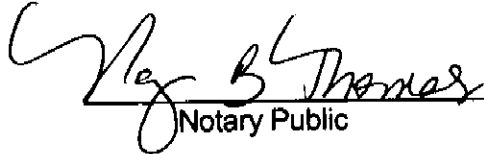
**ABVA DEVELOPMENT, LP**  
a Virginia limited partnership

BY: NALD, LLC, General Partner

By:   
Kenneth L. Allen, Manager

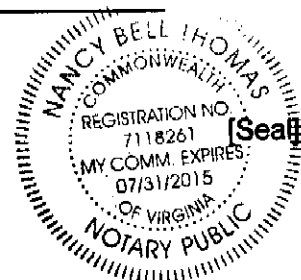
COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in the County of James City, Virginia, this 10 day of ~~July~~<sup>October</sup>, 2014, by Kenneth L. Allen, as Manager of NALD, LLC, as general partner of ABVA Development, LP, a Virginia limited partnership, on its behalf.

  
Notary Public

My commission expires: 07-31-2015.

Registration number: 7118261.



Order: 2WRWBXS4Z  
Address: 2022 Holmes Ct E  
Order Date: 08-18-2024  
Document not for resale  
HomeWiseDocs

**EXHIBIT A**

Legal Description of Subjected Property

Phase X, Section 7, Lots 63-64 and 89-106, and CA-8

All those certain lots, pieces or parcels of land, situate, lying and being in James City County, Virginia, shown and designated as Lots "63", "64", "89", "90", "91", "92", "93", "94", "95", "96", "97", "98", "99", "100", "101", "102", "103", "104", "105", "106" and "CA-8" as shown on that certain plat entitled "PLAT OF SUBDIVISION PHASE X, SECTION 7, NEW TOWN OWNED BY ABVA DEVELOPMENT, LP JAMESTOWN DISTRICT, JAMES CITY COUNTY, VIRGINIA" prepared by AES Consulting Engineers, dated April 11, 2014, and duly recorded in the Circuit Court Clerk's Office for the County of James City and the City of Williamsburg, Virginia as Instrument No. 140016724, to which plat reference is hereby made for a more particular description.

**VIRGINIA: CITY OF WILLIAMSBURG & COUNTY OF JAMES CITY**

This document was admitted to record on 10-10-2014  
at 4:08 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

Prepared by/Return To:  
Kaufman & Canoles, P.C.  
4801 Courthouse Street, Suite 300  
Williamsburg, Virginia 23188  
William L. Holt VSB # 76857

170005636

Tax Parcel No.: 3820100010

**SUPPLEMENTAL DECLARATION OF  
PROTECTIVE COVENANTS AND RESTRICTIONS**

**NEW TOWN SECTION 7, PARCEL C, PHASE B, LOTS 139-141, 146-148, 153-157, 166-183,  
AND COMMON AREAS CA-12, CA-13, CA-14, AND CA-15**

THIS SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS (this "Supplemental Declaration") is made effective this 9<sup>th</sup> day of March, 2017, by **NEW TOWN ASSOCIATES, LLC**, a Virginia limited liability company ("Developer") and **NT DEVELOPMENT, LP**, a Virginia limited partnership ("NT"). [Note to Clerk: Please index both parties as "Grantor" and "Grantee".]

**RECITALS**

A. New Town Associates, LLC, a Virginia limited liability company, is the Developer ("Developer") under the Master Declaration of Protective Covenants and Restrictions dated May 19, 2004, and recorded in the Clerk's Office of the Circuit Court for the City of Williamsburg and County of James City, Virginia (the "Clerk's Office"), as Instrument Number 040013865 (the "Original Declaration").

B. The real property submitted to covenants, restrictions, easements, charges and liens of the Original Declaration is set forth and described in Exhibit A to the Original Declaration.

C. By instrument entitled, "Amended and Restated Master Declaration of Protective Covenants and Restrictions for New Town (Residential)," dated June 27, 2005 and recorded in the Clerk's Office as Instrument Number 050014430 (the "Amended and Restated Declaration"), the Original Declaration was amended and restated in its entirety. The Amended and Restated Declaration, as may be hereafter amended, restated, modified or supplemented, is hereinafter referred to collectively as the "Declaration".

D. By deed dated December 17, 2013, and recorded in the Clerk's Office as Instrument No. 130028249, Developer conveyed to NT certain real property as more particularly described in such deed (the "Property") comprising a portion of the property previously subjected to the Declaration.

E. Developer and NT desire to submit a certain portion of the Property (the "Subjected Property") as described in Exhibit A hereto to the covenants, restrictions, charges, liens and other provisions set forth in the Declaration and in this Supplemental Declaration. NT is a Parcel Developer under the Declaration and joins this instrument as the fee simple owner of the Subjected Property.

**NOW, THEREFORE**, Developer and NT hereby declare that the Subjected Property, or any piece or portion thereof, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and other provisions of the Declaration, which are incorporated herein by reference; and further declares that the Subjected Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and other provisions of this Supplemental Declaration.

#### **ARTICLE I NEIGHBORHOOD DESIGNATION**

The Subjected Property is hereby included within the previously designated Neighborhood entitled "Phase IX, Section 7 Neighborhood" (commonly known as "Charlotte Park") a "Neighborhood" (as defined in the Declaration) of the New Town Residential Association, Inc. (the "Association").

#### **ARTICLE II PROPERTY SUBJECT TO THIS SUPPLEMENTAL DECLARATION**

Section 1. Existing Property. The real property that is and shall be held, transferred, sold, conveyed, and occupied subject to this Supplemental Declaration consists of the lots, pieces or

parcels of real property, together with improvements thereon, comprising the Subjected Property as more particularly described in Exhibit A attached hereto.

Section 2. Additions to Existing Property. All or any portions of the Additional Area as defined in the Declaration, together with improvements thereon and easements, rights and appurtenances thereunto belonging or appertaining may be added to the Neighborhood by Developer, without the consent of the Owner(s) (other than such Owner(s), if any, who hold record title to the real property being added), by recording an amendment to this Supplemental Declaration or a separate Supplemental Declaration.

### **ARTICLE III NEIGHBORHOOD COMMON AREA DESIGNATIONS**

Section 1. Neighborhood Common Areas. The following areas are hereby designated "Neighborhood Common Areas", as defined in the Declaration:

That certain area shown and labeled as "CA-12 1,950 S.F. 0.045 AC.", "CA-13 1,262 S.F. 0.029 AC." "CA-14 21,155 S.F. 0.486 AC.", "CA-15 26,809, S.F. 0.615 AC." and all those private streets shown and labeled as "CANDACE LANE (24' PRIVATE R/W)", "BEVERLY LANE (VARIABLE R/W)", "AUDREY LANE (24' PRIVATE R/W)" on that certain plat entitled "PLAT OF SUBDIVISION SECTION 7, PARCEL C, PHASE B NEW TOWN LOTS 139-141, 146-148, 153-157, 166-183 AND CA-12, CA-13, CA-14, AND CA-15 OWNED BY NT DEVELOPMENT, LP JAMESTOWN DISTRICT, JAMES CITY COUNTY, VIRGINIA" prepared by AES Consulting Engineers, dated September 16, 2016, and recorded in the Clerk's Office contemporaneously herewith (the "Plat"), to which reference is hereby made for a more particular description.

### **ARTICLE IV NEIGHBORHOOD ASSESSMENTS**

Section 1. Expenses Attributed to Lots. In addition to maintaining the Neighborhood Common Areas within the Neighborhood, the Association shall provide the following services for the benefit of the Lots within the Neighborhood on an "as needed" basis (as determined by the



Association's Board of Directors), the cost of which shall be funded by the Neighborhood Assessment to be assessed pro-rata against the Owners of Lots within the Neighborhood:

- (a) Mowing, edging and trimming of grass within portions of Lots not located inside a fenced area.
- (b) Trimming of shrubs, trees and bushes within portions of Lots not located inside a fenced area.
- (c) Maintaining, repairing and replacing sidewalks and street lighting.
- (d) Maintaining the "EXISTING 20' URBAN EASEMENT INSTR. #140005444", "EXISTING RESTRICTED WETLANDS BUFFER INSTR. #070018087", "15' BUILDING SETBACK PER PROFFER #17", "EXISTING VARIABLE WIDTH JCSA SHARED URBAN EASEMENT INSTR. #150002374", "EXISTING 5' COA EASEMENT INSTR. #060004140", "EXISTING 20' JCSA PERMANENT UTILITY EASEMENT PB 77, PG 94", "VARIABLE WIDTH SHARED URBAN UTILITY EASEMENT HEREBY CONVEYED TO JCSA TOTAL AREA=12,460 S.F./0.286 AC.", all as shown on the Plat.
- (e) Maintaining "CANDACE LANE (24' PRIVATE R/W)", "BEVERLY LANE (VARIABLE R/W)", and "AUDREY LANE (24' PRIVATE R/W)"

Section 2. Commencement of Neighborhood Assessment. The Neighborhood Assessment shall commence as provided in Section 5.5 of the Declaration.

## **ARTICLE V PARTY WALLS**

Section 1. Party Walls. The rights and duties of the Owners with respect to party walls shall be as follows:

- (a) General Rules of Law to Apply. Each wall which is built as a part of the original construction of the residences (excluding fences) upon the Lots and which is placed on the

dividing line between two (2) Lots so as to be common with, or immediately adjacent to and touching a wall of the residence on the other Lot (i.e., a townhouse or duplex), shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) Sharing of Repair / Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners who make use of the wall in proportion to such use. Any disputes over the reasonableness of the cost of such repair and maintenance shall be resolved in accordance with subsection (e) of this Article.

(c) Destruction by Fire or Other Casualty or Accident.

(i) Causes Attributable to Neither Owner. If a party wall is destroyed by fire, casualty or accident, the cause of which is not attributable to either Owner or to conditions existing on either Lot or within the residences thereon (e.g., fire caused by lightning and fire originating on property other than either Lot; damage due to storms, floods, wind or other acts of God), then the reasonable cost of the repair or reconstruction of the party wall shall be shared equally by the Owners who share use of the wall. Any disputes over the reasonableness of the cost of such repair or reconstruction shall be resolved in accordance with subsection (e) of this Article.

(ii) Causes Attributable to Conditions Existing on a Lot or Within the Residence Thereon. If a party wall is destroyed or damaged by fire, casualty or accident, the cause of which is attributable to conditions existing on one of the Lots or within the residence thereof (e.g., fire originating in only one residence or pipes bursting in only one residence), but which is not attributable to the negligent or willful act or omission of either of the Owners, then the Owner of the Lot upon which such conditions existed (the "Contributing Owner") shall bear the full cost of repair and restoration of the party wall. If the Contributing Owner does not promptly commence efforts to repair and restore the party wall and thereafter diligently prosecute such

repair and restoration to completion, then the other Owner (the "Noncontributing Owner") may effect such repair and restoration and either charge the cost of the same to the Contributing Owner or be entitled to prompt reimbursement for same. The costs incurred by the Noncontributing Owner shall constitute both the personal obligation and debt of the Contributing Owner and a lien in favor of the Noncontributing Owner against the Lot of the Contributing Owner.

(iii) Causes Attributable to the Fault of the Owner. If a party wall is damaged or destroyed by fire, casualty, or other causes attributable to the sole fault of either Owner (e.g., the negligent or willful act or omission of either Owner), then the Owner at fault shall bear the full cost of repair and restoration of the party wall. If the Owner at fault does not promptly commence efforts to repair and restore the party wall and thereafter diligently prosecute to completion such repair and restoration, the Owner who is not at fault (the "Innocent Owner") may effect such repair and restoration and either charge the costs of the same plus ten percent (10%) of such cost to the Owner at fault or be entitled to prompt reimbursement for same. The costs incurred by the Innocent Owner, as well as the ten percent (10%) penalty for failure to promptly initiate repair shall constitute both the personal obligation and debt of the Owner at fault and a lien in favor of the Innocent Owner against the Lot of the Owner at fault. The rights of the Innocent Owner provided in this subsection shall not limit, but shall be in addition to, any right of the Innocent Owner to seek and collect greater damages from the Owner at fault if the damage or destruction is attributed to a willful or negligent act or omission of the Owner at fault.

(d) Weatherproofing. An Owner who by his negligent or willful act causes a party wall to be exposed to the elements shall bear the entire cost of furnishing the necessary protection against such elements. The Owner not at fault shall enjoy all the same rights and remedies as an Innocent Owner in Subsection (c) (ii) of this Article.

(e) Disputes. Upon any dispute arising concerning a party wall, any Owner may seek to have such dispute resolved by the Association's Board of Directors, by providing written notice

of such intention to the other Owner and the President of the Association. Unless the responding Owner provides written notice to the initiating Owner and the President of the Association, stating his decision not to allow the dispute to be resolved by the Board of Directors, within fourteen (14) days after the receipt of the notice from the initiating Owner, the dispute shall be heard and resolved by the Board of Directors. The Board of Director's decision (i) must be in writing, but no reason need be given, and (ii) shall be final and binding on the parties to the dispute. Any party, including the Board of Directors, may be represented by counsel in connection with the presentation of a case before the Board of Directors. If any party to a dispute serves or has family members who serve on the Board of Directors, such party and such party's family members shall not take part in the Board of Directors' proceedings or decision with respect to such dispute. Notwithstanding the foregoing, disputes under Subsection (b) or Subsection (c)(ii) of this Article shall be resolved by the Board of Directors in accordance with the Subsection (e) and no party may "opt-out" or avoid this procedure.

(f) Non Applicability. To the extent, but only to the extent, any provision of this Article is inconsistent with the provisions of any condominium instruments creating a condominium within New Town, the Virginia Condominium Act, or the concept of condominium ownership, such provisions shall not apply to party walls between Lots when such Lots are condominium units.

## **ARTICLE VI EASEMENTS**

Section 1. Easements Per the Declaration. The Subjected Property shall be subject to all easements and reservations set forth in the Declaration, which easements and reservations are hereby reserved and granted to Developer, the Association and such other benefited parties referenced in the Declaration, and such easements and reservations are incorporated herein in their entirety by reference.

Section 2. Power of Attorney Reserved. There shall be and is hereby reserved to the Developer and its successors and assigns, a Power of Attorney with respect to the Subjected Property, to grant easements required by any governmental agency or authority in connection with the release of public improvement bonds or the acceptance of streets for public maintenance. This Power of Attorney shall continue for a period of sixty (60) months from the date hereof, or until (i) the earlier release of all public improvement bonds and (ii) the earlier acceptance of all streets that have been designated to be dedicated to the municipality for public maintenance concerning the Subjected Property.

Section 3. Easements for Encroachments. Without limiting the easements set forth in Section 8.8 of the Declaration, each Lot within the Neighborhood is declared to have an easement over all adjoining Lots, Common Areas and the Neighborhood Common Areas for the purpose of accommodating any encroachment due to building overhang or projection, steps, porches and/or ramps attached to and/or serving the improvements on such Lot. The existence of such easements for encroachment shall in no way alter the obligation of the respective Owner(s) to maintain such items, nor shall the encroachment of such items onto adjoining Lots, the Common Areas and/or the Neighborhood Common Areas create or impose any obligation or liability of the Association to maintain, repair, replace or insure such items.

## **ARTICLE VII GENERAL PROVISIONS**

Section 1. Duration. This Supplemental Declaration shall continue and remain in full force and effect at all times with respect to the Subjected Property and each part thereof (subject, however, to the right to amend as provided for herein and in the Declaration) for so long as the Declaration remains in full force and effect.

Section 2. Amendment. This Supplemental Declaration may be amended at any time in the same manner as Amendments to the Declaration. Any amendment must be recorded to become effective.

Section 3. Run with Land. The covenants and restrictions of this Supplemental Declaration and the Declaration shall run with and bind the Subjected Property and the Owners and Occupants thereof.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions, which shall remain in full force and effect.

Section 5. Terms and Definitions. Except as expressly provided otherwise herein, the terms used herein shall have the same meaning and definition as set forth in the Declaration.

Section 6. Contravention. Nothing contained herein shall be construed as altering, amending or vacating the provisions of the ordinances of the County of James City, Virginia, which shall have full force and effect on all property subject to the Supplemental Declaration.

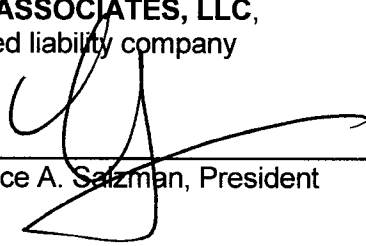
**IN WITNESS WHEREOF**, the undersigned have caused this Supplemental Declaration to be executed as of the day and year first above written. This Supplemental Declaration may be executed in two or more counterparts and by facsimile, each of which shall be an original and all of which together shall constitute one and the same instrument.

**[SIGNATURES APPEAR ON THE FOLLOWING PAGES]**

[COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION]

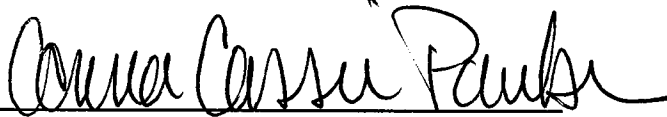
**NEW TOWN ASSOCIATES, LLC,**  
a Virginia limited liability company

By: \_\_\_\_\_  
Lawrence A. Salzman, President



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

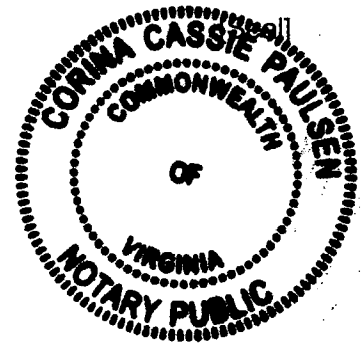
The foregoing instrument was acknowledged before me in the County of James City, Virginia, this 9 day of March, 2017 by Lawrence A. Salzman, as President of New Town Associates, LLC, a Virginia limited liability company, on its behalf.



Notary Public

My commission expires: 7-31-2020

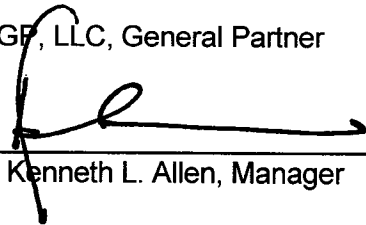
Registration number: 7199694



[COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION]

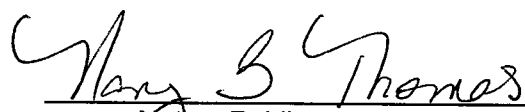
**NT DEVELOPMENT, LP**  
a Virginia limited partnership

BY: NTGP, LLC, General Partner

By:   
\_\_\_\_\_  
Kenneth L. Allen, Manager

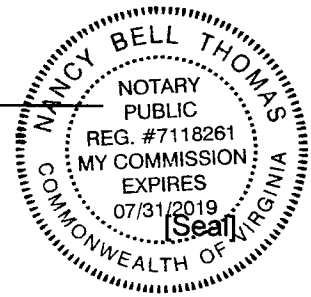
COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in the County of James City, Virginia, this 7<sup>th</sup> day of March, 2017, by Kenneth L. Allen, as Manager of NTGP, LLC, as general partner of NT Development, LP, a Virginia limited partnership, on its behalf.

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

My commission expires: 07-31-2019.

Registration number: 7118261.





**EXHIBIT A**

**Legal Description of Subjected Property**

Section 7, Parcel C, Phase B, Lots 139-141, 146-148, 153-157, 166-183, and CA-12, CA-13, CA-14, and CA-15

All those certain lots, pieces or parcels of land, situate, lying and being in James City County, Virginia, shown and designated as Lots "139", "140", "141", "146", "147", "148", "153", "154", "155", "156", "157", "166", "167", "168", "169", "170", "171", "172", "173", "174", "175", "176", "177", "178", "179", "180", "180", "182", "183", and "CA-12", "CA-13", "CA-14", and "CA-15", and "CANDACE LANE (24' PRIVATE RW)", "BEVERLY LANE (VARIABLE RW)", and "AUDREY LANE (24' PRIVATE RW)" as shown on that certain plat entitled "PLAT OF SUBDIVISION SECTION 7, PARCEL C, PHASE B NEW TOWN LOTS 139-141, 146-148, 153-157, 166-183 AND CA-12, CA-13, CA-14, AND CA-15 OWNED BY NT DEVELOPMENT, LP JAMESTOWN DISTRICT, JAMES CITY COUNTY, VIRGINIA" prepared by AES Consulting Engineers, dated September 16, 2016, and duly recorded in the Circuit Court Clerk's Office for the County of James City and the City of Williamsburg, Virginia as Instrument No. 170005636, to which plat reference is hereby made for a more particular description.

3 Large/Small Plat(s) Recorded  
herewith as # 170005636

INSTRUMENT 170005636  
RECORDED IN THE CLERK'S OFFICE OF  
WILLIAMSBURG/JAMES CITY COUNTY ON  
March 16, 2017 AT 10:31 AM  
MONA A. FOLEY, CLERK  
RECORDED BY: AXS

Prepared by/Return To:  
Kaufman & Canoles, P.C.  
4801 Courthouse Street, Suite 300  
Williamsburg, Virginia 23188  
William L. Holt VSB # 76857

170019785

Tax Parcel No.: 3820100010

**SUPPLEMENTAL DECLARATION OF  
PROTECTIVE COVENANTS AND RESTRICTIONS**

**NEW TOWN SECTION 7, PARCEL C, PHASE C, LOTS 184-199, AND COMMON AREAS CA-13A AND CA-15A**

THIS SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS (this "Supplemental Declaration") is made effective this 31<sup>st</sup> day of July, 2017, by NEW TOWN ASSOCIATES, LLC, a Virginia limited liability company ("Developer") and NT DEVELOPMENT, LP, a Virginia limited partnership ("NT"). [Note to Clerk: Please index both parties as "Grantor" and "Grantee".]

**RECITALS**

A. New Town Associates, LLC, a Virginia limited liability company, is the Developer ("Developer") under the Master Declaration of Protective Covenants and Restrictions dated May 19, 2004, and recorded in the Clerk's Office of the Circuit Court for the City of Williamsburg and County of James City, Virginia (the "Clerk's Office"), as Instrument Number 040013865 (the "Original Declaration").

B. The real property submitted to covenants, restrictions, easements, charges and liens of the Original Declaration is set forth and described in Exhibit A to the Original Declaration.

C. By instrument entitled, "Amended and Restated Master Declaration of Protective Covenants and Restrictions for New Town (Residential)," dated June 27, 2005 and recorded in the Clerk's Office as Instrument Number 050014430 (the "Amended and Restated Declaration"), the Original Declaration was amended and restated in its entirety. The Amended and Restated Declaration, as may be hereafter amended, restated, modified or supplemented, is hereinafter referred to collectively as the "Declaration."

D. By deed dated December 17, 2013, and recorded in the Clerk's Office as Instrument No. 130028249, Developer conveyed to NT certain real property as more particularly described in such deed (the "Property") comprising a portion of the property previously subjected to the Declaration.

E. Developer and NT desire to submit a certain portion of the Property (the "Subjected Property") as described in Exhibit A hereto to the covenants, restrictions, charges, liens and other provisions set forth in the Declaration and in this Supplemental Declaration. NT is a Parcel Developer under the Declaration and joins this instrument as the fee simple owner of the Subjected Property.

**NOW, THEREFORE,** Developer and NT hereby declare that the Subjected Property, or any piece or portion thereof, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and other provisions of the Declaration, which are incorporated herein by reference; and further declares that the Subjected Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and other provisions of this Supplemental Declaration.

#### **ARTICLE I NEIGHBORHOOD DESIGNATION**

The Subjected Property is hereby included within the previously designated Neighborhood entitled "Phase IX, Section 7 Neighborhood" (commonly known as "Charlotte Park") a "Neighborhood" (as defined in the Declaration) of the New Town Residential Association, Inc. (the "Association").

#### **ARTICLE II PROPERTY SUBJECT TO THIS SUPPLEMENTAL DECLARATION**

Section 1. Existing Property. The real property that is and shall be held, transferred, sold, conveyed, and occupied subject to this Supplemental Declaration consists of the lots, pieces or parcels of real property, together with improvements thereon, comprising the Subjected Property as more particularly described in Exhibit A attached hereto.

Section 2. Additions to Existing Property. All or any portions of the Additional Area as defined in the Declaration, together with improvements thereon and easements, rights and appurtenances thereunto belonging or appertaining may be added to the Neighborhood by Developer, without the consent of the Owner(s) (other than such Owner(s), if any, who hold record title to the real property being added), by recording an amendment to this Supplemental Declaration or a separate Supplemental Declaration.

### **ARTICLE III NEIGHBORHOOD COMMON AREA DESIGNATIONS**

Section 1. Neighborhood Common Areas. The following areas are hereby designated "Neighborhood Common Areas", as defined in the Declaration:

That certain area shown and labeled as "CA-13A 6,730 S.F. 0.154 AC.", "CA-15A 11,014 S.F. 0.253 AC." and the private street shown and labeled as "BEVERLY LANE (VARIABLE WIDTH PRIVATE RW)", on that certain plat entitled "PLAT OF SUBDIVISION SECTION 7, PARCEL C, PHASE C NEW TOWN LOTS 184-199, CA-13A AND CA-15A OWNED BY NT DEVELOPMENT, LP JAMESTOWN DISTRICT, JAMES CITY COUNTY, VIRGINIA" prepared by AES Consulting Engineers, dated June 9, 2017, and recorded in the Clerk's Office contemporaneously herewith (the "Plat"), to which reference is hereby made for a more particular description.

### **ARTICLE IV NEIGHBORHOOD ASSESSMENTS**

Section 1. Expenses Attributed to Lots. In addition to maintaining the Neighborhood Common Areas within the Neighborhood, the Association shall provide the following services for the benefit of the Lots within the Neighborhood on an "as needed" basis (as determined by the Association's Board of Directors), the cost of which shall be funded by the Neighborhood Assessment to be assessed pro-rata against the Owners of Lots within the Neighborhood:

- (a) Mowing, edging and trimming of grass within portions of Lots not located inside a fenced area.

(b) Trimming of shrubs, trees and bushes within portions of Lots not located inside a fenced area.

(c) Maintaining, repairing and replacing sidewalks and street lighting.

(d) Maintaining the "EXISTING VARIABLE WIDTH JCSA SHARED UTILITY EASEMENT INSTR. #170005636", "EXISTING 5' COA EASEMENT INSTR. #060004140", "EXISTING VARIABLE WIDTH JCSA URBAN EASEMENT INSTR. #060004140", and "EXISTING RESTRICTED WETLANDS BUFFER INSTR. #070018087", all as shown on the Plat.

(e) Maintaining "BEVERLY LANE (VARIABLE WIDTH PRIVATE RW)".

Section 2. Commencement of Neighborhood Assessment. The Neighborhood Assessment shall commence as provided in Section 5.5 of the Declaration.

## **ARTICLE V PARTY WALLS**

Section 1. Party Walls. The rights and duties of the Owners with respect to party walls shall be as follows:

(a) General Rules of Law to Apply. Each wall which is built as a part of the original construction of the residences (excluding fences) upon the Lots and which is placed on the dividing line between two (2) Lots so as to be common with, or immediately adjacent to and touching a wall of the residence on the other Lot (i.e., a townhouse or duplex), shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) Sharing of Repair / Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners who make use of the wall in proportion to such

use. Any disputes over the reasonableness of the cost of such repair and maintenance shall be resolved in accordance with subsection (e) of this Article.

(c) Destruction by Fire or Other Casualty or Accident.

(i) Causes Attributable to Neither Owner. If a party wall is destroyed by fire, casualty or accident, the cause of which is not attributable to either Owner or to conditions existing on either Lot or within the residences thereon (e.g., fire caused by lightning and fire originating on property other than either Lot; damage due to storms, floods, wind or other acts of God), then the reasonable cost of the repair or reconstruction of the party wall shall be shared equally by the Owners who share use of the wall. Any disputes over the reasonableness of the cost of such repair or reconstruction shall be resolved in accordance with subsection (e) of this Article.

(ii) Causes Attributable to Conditions Existing on a Lot or Within the Residence Thereon. If a party wall is destroyed or damaged by fire, casualty or accident, the cause of which is attributable to conditions existing on one of the Lots or within the residence thereof (e.g., fire originating in only one residence or pipes bursting in only one residence), but which is not attributable to the negligent or willful act or omission of either of the Owners, then the Owner of the Lot upon which such conditions existed (the "Contributing Owner") shall bear the full cost of repair and restoration of the party wall. If the Contributing Owner does not promptly commence efforts to repair and restore the party wall and thereafter diligently prosecute such repair and restoration to completion, then the other Owner (the "Noncontributing Owner") may effect such repair and restoration and either charge the cost of the same to the Contributing Owner or be entitled to prompt reimbursement for same. The costs incurred by the Noncontributing Owner shall constitute both the personal obligation and debt of the Contributing Owner and a lien in favor of the Noncontributing Owner against the Lot of the Contributing Owner.

(iii) Causes Attributable to the Fault of the Owner. If a party wall is damaged or destroyed by fire, casualty, or other causes attributable to the sole fault of either Owner (e.g., the negligent or willful act or omission of either Owner), then the Owner at fault shall bear the full cost

of repair and restoration of the party wall. If the Owner at fault does not promptly commence efforts to repair and restore the party wall and thereafter diligently prosecute to completion such repair and restoration, the Owner who is not at fault (the "Innocent Owner") may effect such repair and restoration and either charge the costs of the same plus ten percent (10%) of such cost to the Owner at fault or be entitled to prompt reimbursement for same. The costs incurred by the Innocent Owner, as well as the ten percent (10%) penalty for failure to promptly initiate repair shall constitute both the personal obligation and debt of the Owner at fault and a lien in favor of the Innocent Owner against the Lot of the Owner at fault. The rights of the Innocent Owner provided in this subsection shall not limit, but shall be in addition to, any right of the Innocent Owner to seek and collect greater damages from the Owner at fault if the damage or destruction is attributed to a willful or negligent act or omission of the Owner at fault.

(d) Weatherproofing. An Owner who by his negligent or willful act causes a party wall to be exposed to the elements shall bear the entire cost of furnishing the necessary protection against such elements. The Owner not at fault shall enjoy all the same rights and remedies as an Innocent Owner in Subsection (c)(iii) of this Article.

(e) Disputes. Upon any dispute arising concerning a party wall, any Owner may seek to have such dispute resolved by the Association's Board of Directors, by providing written notice of such intention to the other Owner and the President of the Association. Unless the responding Owner provides written notice to the initiating Owner and the President of the Association, stating his decision not to allow the dispute to be resolved by the Board of Directors, within fourteen (14) days after the receipt of the notice from the initiating Owner, the dispute shall be heard and resolved by the Board of Directors. The Board of Director's decision (i) must be in writing, but no reason need be given, and (ii) shall be final and binding on the parties to the dispute. Any party, including the Board of Directors, may be represented by counsel in connection with the presentation of a case before the Board of Directors. If any party to a dispute serves or has family members who serve on the Board of Directors, such party and such party's family members shall

not take part in the Board of Directors' proceedings or decision with respect to such dispute. Notwithstanding the foregoing, disputes under Subsection (b) or Subsection (c)(ii) of this Article shall be resolved by the Board of Directors in accordance with the Subsection (e) and no party may "opt-out" or avoid this procedure.

(f) Non Applicability. To the extent, but only to the extent, any provision of this Article is inconsistent with the provisions of any condominium instruments creating a condominium within New Town, the Virginia Condominium Act, or the concept of condominium ownership, such provisions shall not apply to party walls between Lots when such Lots are condominium units.

## **ARTICLE VI EASEMENTS**

Section 1. Easements Per the Declaration. The Subjected Property shall be subject to all easements and reservations set forth in the Declaration, which easements and reservations are hereby reserved and granted to Developer, the Association and such other benefited parties referenced in the Declaration, and such easements and reservations are incorporated herein in their entirety by reference.

Section 2. Power of Attorney Reserved. There shall be and is hereby reserved to the Developer and its successors and assigns, a Power of Attorney with respect to the Subjected Property, to grant easements required by any governmental agency or authority in connection with the release of public improvement bonds or the acceptance of streets for public maintenance. This Power of Attorney shall continue for a period of sixty (60) months from the date hereof, or until (i) the earlier release of all public improvement bonds and (ii) the earlier acceptance of all streets that have been designated to be dedicated to the municipality for public maintenance concerning the Subjected Property.

Section 3. Easements for Encroachments. Without limiting the easements set forth in Section 8.8 of the Declaration, each Lot within the Neighborhood is declared to have an easement over all



adjoining Lots, Common Areas and the Neighborhood Common Areas for the purpose of accommodating any encroachment due to building overhang or projection, steps, porches and/or ramps attached to and/or serving the improvements on such Lot. The existence of such easements for encroachment shall in no way alter the obligation of the respective Owner(s) to maintain such items, nor shall the encroachment of such items onto adjoining Lots, the Common Areas and/or the Neighborhood Common Areas create or impose any obligation or liability of the Association to maintain, repair, replace or insure such items.

## **ARTICLE VII GENERAL PROVISIONS**

Section 1. Duration. This Supplemental Declaration shall continue and remain in full force and effect at all times with respect to the Subjected Property and each part thereof (subject, however, to the right to amend as provided for herein and in the Declaration) for so long as the Declaration remains in full force and effect.

Section 2. Amendment. This Supplemental Declaration may be amended at any time in the same manner as Amendments to the Declaration. Any amendment must be recorded to become effective.

Section 3. Run with Land. The covenants and restrictions of this Supplemental Declaration and the Declaration shall run with and bind the Subjected Property and the Owners and Occupants thereof.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions, which shall remain in full force and effect.

Section 5. Terms and Definitions. Except as expressly provided otherwise herein, the terms used herein shall have the same meaning and definition as set forth in the Declaration.

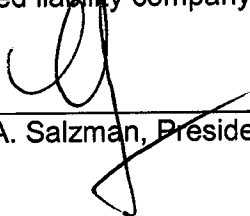
Section 6. Contravention. Nothing contained herein shall be construed as altering, amending or vacating the provisions of the ordinances of the County of James City, Virginia, which shall have full force and effect on all property subject to the Supplemental Declaration.

**IN WITNESS WHEREOF**, the undersigned have caused this Supplemental Declaration to be executed as of the day and year first above written. This Supplemental Declaration may be executed in two or more counterparts and by facsimile, each of which shall be an original and all of which together shall constitute one and the same instrument.

**[SIGNATURES APPEAR ON THE FOLLOWING PAGES]**


[COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION]

**NEW TOWN ASSOCIATES, LLC,**  
a Virginia limited liability company

By:   
Lawrence A. Salzman, President

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

The foregoing instrument was acknowledged before me in the County of James City, Virginia, this 3 day of August, 2017, by Lawrence A. Salzman, as President of New Town Associates, LLC, a Virginia limited liability company, on its behalf.

  
Notary Public

My commission expires: 01.31.2021.

[Seal]

Registration number: 7573287.



[COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION]

**NT DEVELOPMENT, LP,**  
a Virginia limited partnership

BY: NTGP, LLC, General Partner

By: \_\_\_\_\_  
— Kenneth L. Allen, Manager

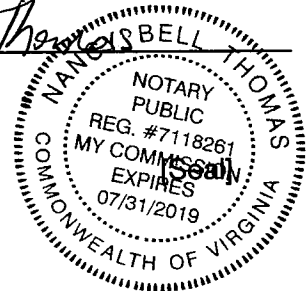
COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in the County of James City, Virginia, this 31 day of July, 2017, by Kenneth L. Allen, as Manager of NTGP, LLC, as general partner of NT Development, LP, a Virginia limited partnership, on its behalf.

Mary B Thomas  
Notary Public

My commission expires: 07-31-2019

Registration number: 7118261



**EXHIBIT A**

Legal Description of Subjected Property

Section 7, Parcel C, Phase C, Lots 184-199, and CA-13A and CA-15A

All those certain lots, pieces or parcels of land, situate, lying and being in James City County, Virginia, shown and designated as Lots "184", "185", "186", "187", "188", "189", "190", "191", "192", "193", "194", "195", "196", "197", "198", "199", and "CA-13A", and "CA-15A", and "BEVERLY LANE (VARIABLE WIDTH PRIVATE RW)", as shown on that certain plat entitled "PLAT OF SUBDIVISION SECTION 7, PARCEL C, PHASE C NEW TOWN LOTS 184-199, CA-13A AND CA-15A OWNED BY NT DEVELOPMENT, LP JAMESTOWN DISTRICT, JAMES CITY COUNTY, VIRGINIA" prepared by AES Consulting Engineers, dated June 9, 2017, and duly recorded in the Circuit Court Clerk's Office for the County of James City and the City of Williamsburg, Virginia as Instrument No. \_\_\_\_\_, to which plat reference is hereby made for a more particular description.

INSTRUMENT 170019785  
RECORDED IN THE CLERK'S OFFICE OF  
WMSBG/JAMES CITY CIRCUIT ON  
October 12, 2017 AT 03:59 PM  
MONA A. FOLEY, CLERK  
RECORDED BY: JLZ

070023192

**SUPPLEMENTAL DECLARATION OF  
PROTECTIVE COVENANTS AND RESTRICTIONS**

**CHELSEA GREEN NEIGHBORHOOD**

**BLOCK 10, PARCELS A, E & F**

**THIS SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS** (this "Supplemental Declaration") is made this 13<sup>TH</sup> day of JUNE, 2007, by **NEW TOWN ASSOCIATES, LLC**, a Virginia limited liability company, and **HHJV, LLC**, a Virginia limited liability company. [Note to Clerk: Please index each party as both "Grantor" and "Grantee".]

**RECITALS**

A. New Town Associates, LLC, a Virginia limited liability company, is the Developer ("Developer") under the Master Declaration of Protective Covenants and Restrictions dated May 19, 2004, and recorded in the Clerk's Office of the Circuit Court for the City of Williamsburg and County of James City, Virginia (the "Clerk's Office"), as Instrument Number 040013865. (the "Original Declaration").

B. The real property submitted to covenants, restrictions, easements, charges and liens of the Original Declaration is set forth and described in Exhibit A to the Original Declaration.

C. By Deed dated June 22, 2006 and recorded in the Clerk's Office as Instrument No. 060015515, Developer conveyed to HHJV, LLC, a Virginia limited liability company ("HHJV") certain real property as more particularly described in such Deed (the "Property") comprising a portion of the property previously subjected to the Original Declaration.

Tax Parcel Nos.: (38-2)(24-12); (38-2)(24-13); (38-2)(24-14)

Prepared by & return to:

Kaufman & Canoles, P.C.

4801 Courthouse Street, Suite 300

Williamsburg, Virginia 23188

D. By instrument entitled, "Amended and Restated Master Declaration of Protective Covenants and Restrictions for New Town (Residential)," dated June 27, 2005 and recorded in the Clerk's Office as Instrument Number 050014430 (the "Amended and Restated Declaration"), the Original Declaration was amended and restated in its entirety. The Amended and Restated Declaration, as may be hereafter amended, restated, modified or supplemented, is hereinafter referred to collectively as the "Declaration".

E. Developer and HHJV intend to subject the property described in Exhibit A hereto (the "Subjected Property") to the provisions hereinafter set forth.

**NOW, THEREFORE,** Developer and HHJV hereby declare and confirm that the Subjected Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and other provisions of the Declaration which are incorporated herein by reference; and further declare that the Subjected Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and other provisions of this Supplemental Declaration.

**ARTICLE I  
NEIGHBORHOOD DESIGNATION**

The Subjected Property is hereby designated a "Neighborhood" (as defined in the Declaration) of the New Town Residential Association, Inc. (the "Association"), and shall be known as the "Chelsea Green Neighborhood".

**ARTICLE II  
PROPERTY SUBJECT TO THIS SUPPLEMENTAL DECLARATION**

Section 1. Existing Property. The real property that is and shall be held, transferred, sold, conveyed, and occupied subject to this Supplemental Declaration consists of the lots, pieces or

parcels of real property, together with improvements thereon, comprising the Subjected Property as more particularly described in Exhibit A attached hereto.

Section 2. Additions to Existing Property. All or any portions of the Additional Area, together with improvements thereon and easements, rights and appurtenances thereunto belonging or appertaining may be added to the Chelsea Green Neighborhood by Developer, without the consent of the Owner(s) [other than such Owner(s), if any, who hold record title to the real property being added], by recording an amendment to this Supplemental Declaration or a separate Supplemental Declaration.

### **ARTICLE III NEIGHBORHOOD COMMON AREA DESIGNATIONS**

Section 1. Neighborhood Common Areas. The following areas are hereby designated "Neighborhood Common Areas", as defined in the Declaration:

All areas shown and labeled as "CA-1 21,750 S.F. 0.499 AC.," "CA-2 3,176 S.F. 0.072 AC.," "CA-3 1,948 S.F. 0.044 AC." and "CA-4 27,448 S.F. 0.630 AC." and all those private streets shown and labeled as "ELEANORS WAY (VARIABLE WIDTH PRIVATE R/W)," "ELIZABETHS WAY (20' PRIVATE R/W)," "MELANIES WAY (VARIABLE WIDTH PRIVATE R/W)" and "VICTORIAS WAY (20' PRIVATE R/W)" on the plat entitled "PLAT OF SUBDIVISION & LOT LINE EXTINGUISHMENT NEW TOWN SECTION 2 & 4, BLOCK 10, PARCEL A, E & F LOTS 1 THRU 69 BEING A PORTION OF THE PROPERTY OWNED BY NEW TOWN ASSOCIATES, LLC & HHJV, LLC BERKELEY DISTRICT JAMES CITY COUNTY VIRGINIA," made by AES Consulting Engineers, dated August 21, 2006 and recorded on May 30, 2007 in the Clerk's Office as Instrument Number 070015322 (the "Plat").



**ARTICLE IV  
NEIGHBORHOOD ASSESSMENTS**

Section 1. Expenses Attributed to Townhome Lots. In addition to maintaining the Neighborhood Common Areas within the Neighborhood, the Association shall provide the following services for the benefit of the Lots within the Neighborhood on an "as needed" basis (as determined by the Association's Board of Directors), the cost of which shall be funded by the Neighborhood Assessment to be assessed pro-rata against the Owners of Lots within the Neighborhood:

- (a) Mowing, edging and trimming of grass within portions of Lots not located inside a fenced area.
- (b) Trimming of shrubs, trees and bushes within portions of Lots not located inside a fenced area.
- (c) Maintain, repair and replace sidewalks and street lighting.
- (d) Maintain 6' Residential Owners Association Drainage Easements, 7' Residential Owners Association Drainage Easements, 10' Residential Owners Association Drainage Easements and Variable Width Residential Owners Association Drainage Easements shown on the Plat.
- (e) Maintain Melanies Way Variable Width Private R/W, Eleanors Way Variable Width Private R/W, Elizabeths Way 20' Private R/W and Victorias Way 20' Private R/W.
- (f) Maintain 5' Commercial Owners Association Easements, 13' Commercial Owners Association Drainage Easement and Variable Width Commercial Owners Association Easements shown on the Plat.

Section 2. Commencement of Neighborhood Assessment. The Neighborhood Assessment shall commence as provided in Section 5.5 of the Declaration.

**ARTICLE V  
PARTY WALLS**

Section 1. Party Walls. The rights and duties of the Owners with respect to party walls shall be as follows:

(a) General Rules of Law to Apply. Each wall which is built as a part of the original construction of the residences (excluding fences) upon the Lots and which is placed on the dividing line between two (2) Lots so as to be common with, or immediately adjacent to and touching a wall of the residence on the other Lot (i.e., a townhouse or duplex), shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) Sharing of Repair Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners who make use of the wall in proportion to such use. Any disputes over the reasonableness of the cost of such repair and maintenance shall be resolved in accordance with subsection (e) of this Article.

(c) Destruction by Fire or Other Casualty or Accident.

(i) Causes Attributable to Neither Owner. If a party wall is destroyed by fire, casualty or accident, the cause of which is not attributable to either Owner or to conditions existing on either Lot or within the residences thereon (e.g. fire caused by lightning and fire originating on property other than either Lot; damage due to storms, floods, wind or other acts of God), then the reasonable cost of the repair or reconstruction of the party wall shall be shared

equally by the Owners who share use of the wall. Any disputes over the reasonableness of the cost of such repair or reconstruction shall be resolved in accordance with subsection (e) of this Article.

(ii) Causes Attributable to Conditions Existing on a Lot or Within the Residence Thereon. If a party wall is destroyed or damaged by fire, casualty or accident, the cause of which is attributable to conditions existing on one of the Lots or within the residence thereof (e.g. fire originating in only one residence or pipes bursting in only one residence), but which is not attributable to the negligent or willful act or omission of either of the Owners, then the Owner of the Lot upon which such conditions existed (the "Contributing Owner") shall bear the full cost of repair and restoration of the party wall. If the Contributing Owner does not promptly commence efforts to repair and restore the party wall and thereafter diligently prosecute such repair and restoration to completion, then the other Owner (the "Noncontributing Owner") may effect such repair and restoration and either charge the cost of the same to the Contributing Owner or be entitled to prompt reimbursement for same. The costs incurred by the Noncontributing Owner shall constitute both the personal obligation and debt of the Contributing Owner and a lien in favor of the Noncontributing Owner against the Lot of the Contributing Owner.

(iii) Causes Attributable to the Fault of the Owner. If a party wall is damaged or destroyed by fire, casualty, or other causes attributable to the sole fault of either Owner (e.g. the negligent or willful act or omission of either Owner), then the Owner at fault shall bear the full cost of repair and restoration of the party wall. If the Owner at fault does not promptly commence efforts to repair and restore the party wall and thereafter diligently prosecute to completion such repair and restoration, the Owner who is not at fault (the "Innocent Owner")

may effect such repair and restoration and either charge the costs of the same plus ten percent (10%) of such cost to the Owner at fault or be entitled to prompt reimbursement for same. The costs incurred by the Innocent Owner, as well as the ten percent (10%) penalty for failure to promptly initiate repair shall constitute both the personal obligation and debt of the Owner at fault and a lien in favor of the Innocent Owner against the Lot of the Owner at fault. The rights of the Innocent Owner provided in this subsection shall not limit, but shall be in addition to, any right of the Innocent Owner to seek and collect greater damages from the Owner at fault if the damage or destruction is attributed to a willful or negligent act or omission of the Owner at fault.

(d) Weatherproofing. An Owner who by his negligent or willful act causes a party wall to be exposed to the elements shall bear the entire cost of furnishing the necessary protection against such elements. The Owner not at fault shall enjoy all the same rights and remedies as an Innocent Owner in Subsection c (ii) of this Article.

(e) Disputes. Upon any dispute arising concerning a party wall, any Owner may seek to have such dispute resolved by the Association's Board of Directors, by providing written notice of such intention to the other Owner and the President of the Association. Unless the responding Owner provides written notice to the initiating Owner and the President of the Association, stating his decision not to allow the dispute to be resolved by the Board of Directors, within fourteen (14) days after the receipt of the notice from the initiating Owner, the dispute shall be heard and resolved by the Board of Directors. The Board of Director's decision (i) must be in writing, but no reason need be given, and (ii) shall be final and binding on the parties to the dispute. Any party, including the Board of Directors, may be represented by counsel in connection with the presentation of a case before the Board of Directors. If any party to a dispute serves or has family members who serve on the Board of Directors, such party and such

party's family members shall not take part in the Board of Directors' proceedings or decision with respect to such dispute. Notwithstanding the foregoing, disputes under Subsection (b) or Subsection (c)(ii) of this Article shall be resolved by the Board of Directors in accordance with the Subsection (e) and no party may "opt-out" or avoid this procedure.

(f) Non Applicability. To the extent, but only to the extent, any provision of this Article is inconsistent with the provisions of any condominium instruments creating a condominium within New Town, the Virginia Condominium Act, or the concept of condominium ownership, such provisions shall not apply to party walls between Lots when such Lots are condominium units.

## **ARTICLE VI EASEMENTS**

Section 1. Easements Per the Declaration. The Subjected Property shall be subject to all easements and reservations set forth in the Declaration, which easements and reservations are hereby reserved and granted to Developer, the Association and such other benefited parties referenced in the Declaration, and such easements and reservations are incorporated herein in their entirety by reference.

Section 2. Power of Attorney Reserved. There shall be and is hereby reserved to the Developer and its successors and assigns, a Power of Attorney with respect to the Subjected Property, to grant easements required by any governmental agency or authority in connection with the release of public improvement bonds or the acceptance of streets for public maintenance. This Power of Attorney shall continue for a period of sixty (60) months from the date hereof, or until (i) the earlier release of all public improvement bonds and (ii) the earlier

acceptance of all streets that have been designated to be dedicated to the municipality for public maintenance concerning the Subjected Property.

Section 3. Easements for Encroachments. Without limiting the easements set forth in Section 8.8 of the Declaration, each Lot within the Neighborhood is declared to have an easement over all adjoining Lots, Common Areas and the Neighborhood Common Areas for the purpose of accommodating any encroachment due to building overhang or projection, steps, porches and/or ramps attached to and/or serving the improvements on such Lot. The existence of such easements for encroachment shall in no way alter the obligation of the respective Owner(s) to maintain such items, nor shall the encroachment of such items onto adjoining Lots, the Common Areas and/or the Neighborhood Common Areas create or impose any obligation or liability of the Association to maintain, repair, replace or insure such items.

#### **ARTICLE VII GENERAL PROVISIONS**

Section 1. Duration. This Supplemental Declaration shall continue and remain in full force and effect at all times with respect to the Subjected Property and each part thereof (subject, however, to the right to amend as provided for herein and in the Declaration) for so long as the Declaration remains in full force and effect.

Section 2. Amendment. This Supplemental Declaration may be amended at any time in the same manner as Amendments to the Declaration. Any amendment must be recorded to become effective.

Section 3. Run with Land. The covenants and restrictions of this Supplemental Declaration and the Declaration shall run with and bind the Subjected Property and the Owners and Occupants thereof.

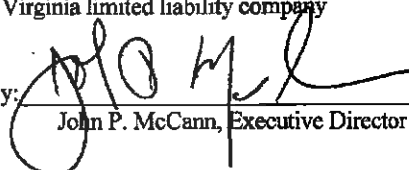
Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not effect any other provisions, which shall remain in full force and effect.

Section 5. Terms and Definitions. Except as expressly provided otherwise herein, the terms used herein shall have the same meaning and definition as set forth in the Declaration.

Section 6. Contravention. Nothing contained herein shall be construed as altering, amending or vacating the provisions of the ordinances of the County of James City, Virginia, which shall have full force and effect on all property subject to the Supplemental Declaration.

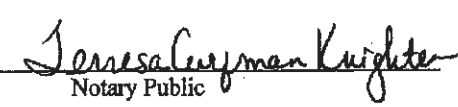
IN WITNESS WHEREOF, the Developer has caused this Supplemental Declaration to be executed as of the day and year first above written. This Supplemental Declaration may be executed in two or more counterparts and by facsimile, each of which shall be an original and all of which together shall constitute one and the same instrument.

NEW TOWN ASSOCIATES, LLC,  
a Virginia limited liability company

By:   
John P. McCann, Executive Director

COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in the City/County of JAMES CITY, Virginia, this 26<sup>TH</sup> day of JULY, 2007, by John P. McCann, as Executive Director of New Town Associates, LLC, a Virginia limited liability company, on its behalf.

  
Notary Public

My commission expires: 08/31/08 #351207



HHJV, LLC,  
a Virginia limited liability company

By: [Signature]

Title: Managing Member

COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in the City/County of Newport News, Virginia, this 13<sup>th</sup> day of June, 2007, by Kenneth J. Allen, as Managing Member of HHJV, LLC, a Virginia limited liability company, on its behalf.

[Signature]  
Notary Public

My commission expires: 11/30/2010



**EXHIBIT A**

**Block 10, Parcels A, E & F**

All those certain lots, pieces or parcels of land, situate, lying and being in James City County, Virginia and described as "Lots 1 through 69," "MELANIES WAY VARIABLE WIDTH PRIVATE R/W," "ELEANORS WAY VARIABLE WIDTH PRIVATE R/W," "VICTORIAS WAY 20' PRIVATE R/W," "ELIZABETHS WAY 20' PRIVATE R/W," "CA-1 21,750 S.F. 0.499 AC.," "CA-2 3,176 S.F. 0.072 AC.," "CA-3 1,948 S.F. 0.044 AC." and "CA-4 27,448 S.F. 0.630 AC." as shown on that certain plat entitled "PLAT OF SUBDIVISION & LOT LINE EXTINGUISHMENT NEW TOWN SECTION 2 & 4, BLOCK 10, PARCEL A, E & F LOTS 1 THRU 69 BEING A PORTION OF THE PROPERTY OWNED BY NEW TOWN ASSOCIATES, LLC & HHJV, LLC BERKELEY DISTRICT JAMES CITY COUNTY VIRGINIA," made by AES Consulting Engineers, dated August 21, 2006 and recorded on May 30, 2007 in the Clerk's Office as Instrument Number 070015322.

**JOINDER  
OF  
BRANCH BANKING  
AND TRUST COMPANY ~~OF VIRGINIA~~ *AM***

1) Branch Banking and Trust Company, a state banking corporation ("BB&T"), is the beneficiary of the following:

a) That certain Credit Line Deed of Trust, dated as of June 28, 2006, from HHJV, LLC, a Virginia limited liability company, to BB&T-VA Collateral Service Corporation as Trustee, and recorded in the Clerk's Office of the Circuit Court for the City of Williamsburg and County of James City, Virginia, on June 29, 2006, as Instrument No. 060015516 (the "Deed of Trust").

2) BB&T-VA Collateral Service Corporation, as sole-acting trustee, at the direction of BB&T as evidenced by its signature below, hereby subordinates the lien of the Deed of Trust to the foregoing Supplemental Declaration of Protective Covenants and Restrictions. It is expressly understood that except as herein subordinated, the Deed of Trust remains in full force and effect as a first lien on the Mortgaged Property (as defined in Deed of Trust).

***REMAINDER OF PAGE INTENTIONALLY LEFT BLANK***

***SIGNATURES APPEAR ON THE FOLLOWING PAGES***

BRANCH BANKING AND TRUST COMPANY

By: A.P. Rosendaal III (SEAL)

Title: Senior Vice President

SOLE ACTING TRUSTEE

[Signature] (SEAL)

VICE PRESIDENT, Sole-Acting Trustee

COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit: James City County

The foregoing instrument was acknowledged before me in Newport News, Virginia,  
this 14<sup>th</sup> day of June, 2007, by A.P. Rosendaal III,  
Senior Vice President of Branch Banking and Trust Company, on its behalf.

[Signature]  
Notary Public

My commission expires: 02/28/2010.

COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit: James City County

The foregoing instrument was acknowledged before me in Newport News, Virginia,  
this 14 day of June, 2007, by Keith P. Arnold, as Sole-Acting  
Trustee.

[Signature]  
Notary Public

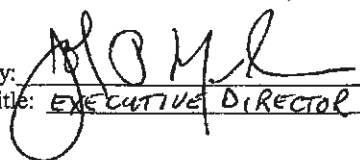
My commission expires: 02/28/2010.

**JOINDER  
OF  
NEW TOWN ASSOCIATES, LLC**


1) New Town Associates, LLC, a Virginia limited liability company ("NTA"), is the beneficiary of that certain Deferred Purchase Money Deed of Trust, dated as of June 28, 2006, from HHJV, LLC, a Virginia limited liability company, to David D. Redmond, a resident of the City of Richmond, Virginia, having a business address at 909 East Main Street, Suite 1200, Richmond, Virginia 23219, and R. Gaines Tavenner, a resident of the County of Goochland, Virginia, having a business address at 909 East Main Street, Suite 1200, Richmond, Virginia 23219, as Trustees, either of whom may act, and recorded in the Clerk's Office of the Circuit Court of the City of Williamsburg and County of James City, on June 29, 2006, as Instrument No. 060015517 (the "Deed of Trust").

2) David D Redmond, as sole-acting trustee, at the direction of NTA as evidenced by its signature below, hereby subordinates the lien of the Deed of Trust to the foregoing Supplemental Declaration of Protective Covenants and Restrictions. It is expressly understood that except as herein subordinated, the Deed of Trust remain in full force and effect as a second lien on the Mortgaged Property (as defined in the Deed of Trust).

**NEW TOWN ASSOCIATES, LLC**

By:  (SEAL)  
Title: EXECUTIVE DIRECTOR

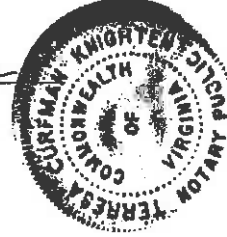
**SOLE ACTING TRUSTEE**

 (SEAL)  
David D Redmond, Sole-Acting Trustee

COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in JAMES CITY COUNTY  
Virginia, this 27th day of JULY, 2007, by JOHN P. McCANN,  
as EXECUTIVE DIRECTOR of New Town Associates, LLC, a Virginia limited  
liability company, on its behalf.

Teresia Curzman Knight  
Notary Public

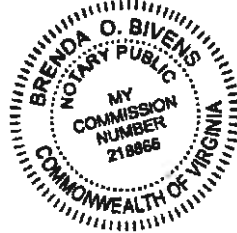


My commission expires: 08/31/08 #351207

COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in RICHMOND  
Virginia, this 31 day of July, 2007, by David D Redmond,  
as Trustee, on its behalf.

Brenda O Bivens  
Notary Public



My commission expires: 4-30-2009

91608531

VIRGINIA: CITY OF WILLIAMSBURG & COUNTY OF JAMES CITY  
This document was admitted to record on 8-16-2007  
at 3:02 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

100026421

**SUPPLEMENTAL DECLARATION OF  
PROTECTIVE COVENANTS AND RESTRICTIONS**

**SAVANNAH SQUARE NEIGHBORHOOD**

**BLOCK 11, PARCEL B**

**LOTS 15-22, COMMON AREAS**

**THIS SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS** (this "Supplemental Declaration") is made this 18<sup>th</sup> day of November, 2010, by NEW TOWN ASSOCIATES, LLC, a Virginia limited liability company, and G.C.R., INC., a Virginia corporation. [Note to Clerk: Please index each party as both "Grantor" and "Grantee".]

**RECITALS**

A. New Town Associates, LLC, a Virginia limited liability company, is the Developer ("Developer") under the Master Declaration of Protective Covenants and Restrictions dated May 19, 2004, and recorded in the Clerk's Office of the Circuit Court for the City of Williamsburg and County of James City, Virginia (the "Clerk's Office"), as Instrument Number 040013865 (the "Original Declaration").

B. The real property submitted to covenants, restrictions, easements, charges and liens of the Original Declaration is set forth and described in Exhibit A to the Original Declaration.

C. By Deed dated February 23, 2006 and recorded in the Clerk's Office as Instrument No. 060004322, Developer conveyed to G.C.R., Inc., a Virginia corporation ("GCR") certain real property as more particularly described in such Deed (the "Property") comprising a portion of the property previously subjected to the Original Declaration.

Tax Parcel No. 3822400017, 3823000027, 3823000001A & 3823000001B  
Prepared by/Return to:  
Kaufman & Canoles, P.C.  
4801 Courthouse Street, Suite 300  
Williamsburg, Virginia 23188

D. By instrument entitled, "Amended and Restated Master Declaration of Protective Covenants and Restrictions for New Town (Residential)," dated June 27, 2005 and recorded in the Clerk's Office as Instrument Number 050014430 (the "Amended and Restated Declaration"), the Original Declaration was amended and restated in its entirety. The Amended and Restated Declaration, as may be hereafter amended, restated, modified or supplemented, is hereinafter referred to collectively as the "Declaration".

E. Developer and GCR intend to subject the property described in Exhibit A hereto (the "Subjected Property") to the provisions hereinafter set forth.

NOW, THEREFORE, Developer and GCR hereby declare and confirm that the Subjected Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and other provisions of the Declaration which are incorporated herein by reference; and further declare that the Subjected Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and other provisions of this Supplemental Declaration.

**ARTICLE I  
NEIGHBORHOOD DESIGNATION**

The Subjected Property is hereby designated a "Neighborhood" (as defined in the Declaration) of the New Town Residential Association, Inc. (the "Association"), and shall be known as the "Savannah Square Neighborhood".

**ARTICLE II  
PROPERTY SUBJECT TO THIS SUPPLEMENTAL DECLARATION**

Section 1. Existing Property. The real property that is and shall be held, transferred, sold, conveyed, and occupied subject to this Supplemental Declaration consists of the lots, pieces or

parcels of real property, together with improvements thereon, comprising the Subjected Property as more particularly described in Exhibit A attached hereto.

Section 2. Additions to Existing Property. All or any portions of the Additional Area, together with improvements thereon and easements, rights and appurtenances thereunto belonging or appertaining may be added to the Savannah Square Neighborhood by Developer, without the consent of the Owner(s) (other than such Owner(s), if any, who hold record title to the real property being added), by recording an amendment to this Supplemental Declaration or a separate Supplemental Declaration.

### **ARTICLE III NEIGHBORHOOD COMMON AREA DESIGNATIONS**

Section 1. Neighborhood Common Areas. The following areas are hereby designated "Neighborhood Common Areas", as defined in the Declaration:

All areas shown and labeled as "COMMON AREA 1 3,610 S.F. 0.083 AC.," "COMMON AREA 2 8,060 S.F. 0.185 AC.," "COMMON AREA 3 1,775 S.F. 0.0408 AC.," "COMMON AREA 4 8,389 S.F. 0.193 AC.," and "COMMON AREA 5 3,861 S.F. 0.0886 AC." And all those private streets shown and labeled as "CATHERINES WAY (20' PRIVATE R/W)," "CAROLYNS WAY (20' PRIVATE R/W)" and "PAMELAS WAY (20' PRIVATE R/W)" on the plat entitled "SUBDIVISION PLAT OF NEW TOWN SECTION 2 & 4 BLOCK 11, PARCEL B, LOTS 15-22 OWNED BY G.C.R., INC. BERKELEY DISTRICT, JAMES CITY COUNTY, VIRGINIA" made by LandTech Resources, Inc., dated July 7, 2010 (the "Plat") to which reference is hereby made for a more particular description.

### **ARTICLE IV NEIGHBORHOOD ASSESSMENTS**



Section 1. Expenses Attributed to Townhome Lots. In addition to maintaining the Neighborhood Common Areas within the Neighborhood, the Association shall provide the following services for the benefit of the Lots within the Neighborhood on an "as needed" basis (as determined by the Association's Board of Directors), the cost of which shall be funded by the Neighborhood Assessment to be assessed pro-rata against the Owners of Lots within the Neighborhood:

- (a) Mowing, edging and trimming of grass within portions of Lots not located inside a fenced area.
- (b) Trimming of shrubs, trees and bushes within portions of Lots not located inside a fenced area.
- (c) Maintaining, repairing and replacing sidewalks and street lighting.
- (d) Maintaining Variable Width ROA Drainage Easement and 20' ROA Drainage & Pedestrian Easement shown on the Plat.
- (e) Maintaining Existing Variable Width COA Drainage Easement and Existing 5' COA Utility shown on the Plat.
- (f) Maintaining Pamelas Way (20' Private R/W), Carolyns Way (20' Private R/W) and Catherines Way (20' Private R/W) shown on the Plat.

Section 2. Commencement of Neighborhood Assessment. The Neighborhood Assessment shall commence as provided in Section 5.5 of the Declaration.

**ARTICLE V  
PARTY WALLS**

Section 1. Party Walls. The rights and duties of the Owners with respect to party walls shall be as follows:

(a) General Rules of Law to Apply. Each wall which is built as a part of the original construction of the residences (excluding fences) upon the Lots and which is placed on the dividing line between two (2) Lots so as to be common with, or immediately adjacent to and touching a wall of the residence on the other Lot (i.e., a townhouse or duplex), shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) Sharing of Repair Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners who make use of the wall in proportion to such use. Any disputes over the reasonableness of the cost of such repair and maintenance shall be resolved in accordance with subsection (e) of this Article.

(c) Destruction by Fire or Other Casualty or Accident.

(i) Causes Attributable to Neither Owner. If a party wall is destroyed by fire, casualty or accident, the cause of which is not attributable to either Owner or to conditions existing on either Lot or within the residences thereon (e.g., fire caused by lightning and fire originating on property other than either Lot; damage due to storms, floods, wind or other acts of God), then the reasonable cost of the repair or reconstruction of the party wall shall be shared equally by the Owners who share use of the wall. Any disputes over the reasonableness of the cost of such repair or reconstruction shall be resolved in accordance with subsection (e) of this Article.

(ii) Causes Attributable to Conditions Existing on a Lot or Within the Residence Thereon. If a party wall is destroyed or damaged by fire, casualty or accident, the cause of which is attributable to conditions existing on one of the Lots or within the residence thereof

(e.g., fire originating in only one residence or pipes bursting in only one residence), but which is not attributable to the negligent or willful act or omission of either of the Owners, then the Owner of the Lot upon which such conditions existed (the "Contributing Owner") shall bear the full cost of repair and restoration of the party wall. If the Contributing Owner does not promptly commence efforts to repair and restore the party wall and thereafter diligently prosecute such repair and restoration to completion, then the other Owner (the "Noncontributing Owner") may effect such repair and restoration and either charge the cost of the same to the Contributing Owner or be entitled to prompt reimbursement for same. The costs incurred by the Noncontributing Owner shall constitute both the personal obligation and debt of the Contributing Owner and a lien in favor of the Noncontributing Owner against the Lot of the Contributing Owner.

(iii) Causes Attributable to the Fault of the Owner. If a party wall is damaged or destroyed by fire, casualty, or other causes attributable to the sole fault of either Owner (e.g., the negligent or willful act or omission of either Owner), then the Owner at fault shall bear the full cost of repair and restoration of the party wall. If the Owner at fault does not promptly commence efforts to repair and restore the party wall and thereafter diligently prosecute to completion such repair and restoration, the Owner who is not at fault (the "Innocent Owner") may effect such repair and restoration and either charge the costs of the same plus ten percent (10%) of such cost to the Owner at fault or be entitled to prompt reimbursement for same. The costs incurred by the Innocent Owner, as well as the ten percent (10%) penalty for failure to promptly initiate repair shall constitute both the personal obligation and debt of the Owner at fault and a lien in favor of the Innocent Owner against the Lot of the Owner at fault. The rights of the Innocent Owner provided in this subsection shall not limit, but shall be in addition to, any

right of the Innocent Owner to seek and collect greater damages from the Owner at fault if the damage or destruction is attributed to a willful or negligent act or omission of the Owner at fault.

(d) Weatherproofing. An Owner who by his negligent or willful act causes a party wall to be exposed to the elements shall bear the entire cost of furnishing the necessary protection against such elements. The Owner not at fault shall enjoy all the same rights and remedies as an Innocent Owner in Subsection (c) (ii) of this Article.

(e) Disputes. Upon any dispute arising concerning a party wall, any Owner may seek to have such dispute resolved by the Association's Board of Directors, by providing written notice of such intention to the other Owner and the President of the Association. Unless the responding Owner provides written notice to the initiating Owner and the President of the Association, stating his decision not to allow the dispute to be resolved by the Board of Directors, within fourteen (14) days after the receipt of the notice from the initiating Owner, the dispute shall be heard and resolved by the Board of Directors. The Board of Director's decision (i) must be in writing, but no reason need be given, and (ii) shall be final and binding on the parties to the dispute. Any party, including the Board of Directors, may be represented by counsel in connection with the presentation of a case before the Board of Directors. If any party to a dispute serves or has family members who serve on the Board of Directors, such party and such party's family members shall not take part in the Board of Directors' proceedings or decision with respect to such dispute. Notwithstanding the foregoing, disputes under Subsection (b) or Subsection (c)(ii) of this Article shall be resolved by the Board of Directors in accordance with the Subsection (e) and no party may "opt-out" or avoid this procedure.

(f) Non Applicability. To the extent, but only to the extent, any provision of this Article is inconsistent with the provisions of any condominium instruments creating a

condominium within New Town, the Virginia Condominium Act, or the concept of condominium ownership, such provisions shall not apply to party walls between Lots when such Lots are condominium units.

## **ARTICLE VI EASEMENTS**

Section 1. Easements Per the Declaration. The Subjected Property shall be subject to all easements and reservations set forth in the Declaration, which easements and reservations are hereby reserved and granted to Developer, the Association and such other benefited parties referenced in the Declaration, and such easements and reservations are incorporated herein in their entirety by reference.

Section 2. Power of Attorney Reserved. There shall be and is hereby reserved to the Developer and its successors and assigns, a Power of Attorney with respect to the Subjected Property, to grant easements required by any governmental agency or authority in connection with the release of public improvement bonds or the acceptance of streets for public maintenance. This Power of Attorney shall continue for a period of sixty (60) months from the date hereof, or until (i) the earlier release of all public improvement bonds and (ii) the earlier acceptance of all streets that have been designated to be dedicated to the municipality for public maintenance concerning the Subjected Property.

Section 3. Easements for Encroachments. Without limiting the easements set forth in Section 8.8 of the Declaration, each Lot within the Neighborhood is declared to have an easement over all adjoining Lots, Common Areas and the Neighborhood Common Areas for the purpose of accommodating any encroachment due to building overhang or projection, steps, porches and/or ramps attached to and/or serving the improvements on such Lot. The existence of such easements for encroachment shall in no way alter the obligation of the respective Owner(s) to maintain such

items, nor shall the encroachment of such items onto adjoining Lots, the Common Areas and/or the Neighborhood Common Areas create or impose any obligation or liability of the Association to maintain, repair, replace or insure such items.

**ARTICLE VII  
GENERAL PROVISIONS**

Section 1. Duration. This Supplemental Declaration shall continue and remain in full force and effect at all times with respect to the Subjected Property and each part thereof (subject, however, to the right to amend as provided for herein and in the Declaration) for so long as the Declaration remains in full force and effect.

Section 2. Amendment. This Supplemental Declaration may be amended at any time in the same manner as Amendments to the Declaration. Any amendment must be recorded to become effective.

Section 3. Run with Land. The covenants and restrictions of this Supplemental Declaration and the Declaration shall run with and bind the Subjected Property and the Owners and Occupants thereof.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not effect any other provisions, which shall remain in full force and effect.

Section 5. Terms and Definitions. Except as expressly provided otherwise herein, the terms used herein shall have the same meaning and definition as set forth in the Declaration.

Section 6. Contravention. Nothing contained herein shall be construed as altering, amending or vacating the provisions of the ordinances of the County of James City, Virginia, which shall have full force and effect on all property subject to the Supplemental Declaration.

IN WITNESS WHEREOF, the Developer has caused this Supplemental Declaration to be executed as of the day and year first above written. This Supplemental Declaration may be executed in two or more counterparts and by facsimile, each of which shall be an original and all of which together shall constitute one and the same instrument.

NEW TOWN ASSOCIATES, LLC,  
a Virginia limited liability company

By: [Signature]  
Lawrence Salzman, Authorized Agent

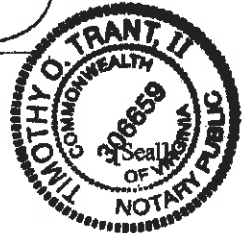
COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in the ~~City~~ County of James City, Virginia, this 18<sup>th</sup> day of November, 2010, by Lawrence Salzman, as Authorized Agent of New Town Associates, LLC, a Virginia limited liability company, on its behalf.

[Signature]  
Notary Public

My commission expires: 2/28/2013

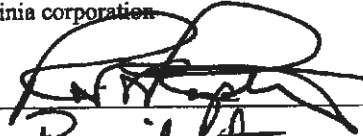
Registration number: 306659



G.C.R., INC.,  
a Virginia corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

  
President

COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in the City/County of Williamstown, Virginia, this 19<sup>th</sup> day of November, 2010 by Robert F. Riskey, Sr., as President of G.C.R., Inc., a Virginia corporation, on its behalf.

  
Notary Public

My commission expires: 4-30-2012  
Registration number: 7122498

Keisha Marie Gibson [Seal]  
Notary Public  
Registration # 7122498  
Commonwealth of Virginia  
My Commission Expires 4-30-2012



**EXHIBIT A**

**Block 11, Parcel B**

All those certain lots, pieces or parcels of land, situate, lying and being in James City County, Virginia and described as "Lots 15 through 22," "CATHERINES WAY (20' PRIVATE R/W)," "CAROLYNS WAY (20' PRIVATE R/W)," "PAMELAS WAY (20' PRIVATE R/W)," "COMMON AREA 1 3,610 S.F. 0.083 AC.," "COMMON AREA 2 8,060 S.F. 0.185 AC." "COMMON AREA 3 1,775 S.F. 0.0408 AC.," "COMMON AREA 4 8,389 S.F. 0.193 AC." and "COMMON AREA 5 3,861 S.F. 0.0886 AC." as shown on that certain plat entitled "SUBDIVISION PLAT OF NEW TOWN SECTION 2 & 4 BLOCK 11, PARCEL B, LOTS 15-22 OWNED BY G.C.R., INC. BERKELEY DISTRICT, JAMES CITY COUNTY, VIRGINIA" made by LandTech Resources, Inc., dated July 7, 2010 and recorded in the Clerk's Office as Instrument No. 100025682, to which plat reference is hereby made for a more particular description.

**JOINDER  
OF  
BRANCH BANKING  
AND TRUST COMPANY OF VIRGINIA**

1) Branch Banking and Trust Company, a state banking corporation ("BB&T"), is the beneficiary of that certain Credit Line Deed of Trust, dated as of July 6, 2006, from G.C.R., Inc., a Virginia corporation ("G.C.R.") to BB&T-VA Collateral Service Corporation as Trustee, and recorded in the Clerk's Office of the Circuit Court for the City of Williamsburg and County of James City, Virginia, on July 7, 2006, as Instrument No. 060016142 (the "Deed of Trust").

2) BB&T-VA Collateral Service Corporation, as sole-acting trustee, at the direction of BB&T as evidenced by its signature below, hereby subordinates the lien of the Deed of Trust to the foregoing Supplemental Declaration of Protective Covenants and Restrictions. It is expressly understood that except as herein subordinated, the Deed of Trust remains in full force and effect as a first lien on the Mortgaged Property (as defined in Deed of Trust).

***REMAINDER OF PAGE INTENTIONALLY LEFT BLANK***

***SIGNATURES APPEAR ON THE FOLLOWING PAGE***

BRANCH BANKING AND TRUST COMPANY

By: [Signature] (SEAL)

Title: Sr. Vice President

SOLE ACTING TRUSTEE

[Signature] (SEAL)

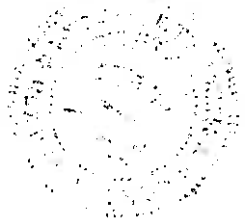
Sr. Vice President Sole-Acting Trustee

COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in Newport News, Virginia,  
this 23<sup>rd</sup> day of November, 2010, by Keith P. Arnold  
of Branch Banking and Trust Company, on its behalf.

[Signature]  
Notary Public

My commission expires: April 30, 2012

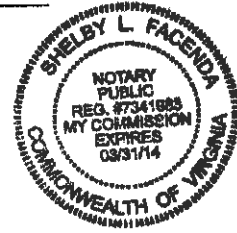


COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in Newport News, Virginia,  
this 3<sup>rd</sup> day of December, 2010, by Evan van Leeuwen, as Sole-Acting  
Trustee.

[Signature]  
Notary Public

My commission expires: March 31, 2014



**JOINDER  
OF  
NEW TOWN ASSOCIATES, LLC**

1) New Town Associates, LLC, a Virginia limited liability company ("NTA"), is the beneficiary of that certain Deferred Purchase Money Deed of Trust, dated as of February 24, 2006, from G.C.R., Inc., a Virginia corporation, to David D. Redmond, a resident of the City of Richmond, Virginia, having a business address at 909 East Main Street, Suite 1200, Richmond, Virginia 23219, and R. Gaines Tavenner, a resident of the County of Goochland, Virginia, having a business address at 909 East Main Street, Suite 1200, Richmond, Virginia 23219, as Trustees, either of whom may act, and recorded in the Clerk's Office of the Circuit Court of the City of Williamsburg and County of James City, on February 28, 2006, as Instrument No. 060004323 (the "Deed of Trust").

2) R. Gaines Tavenner, as sole-acting trustee, at the direction of NTA as evidenced by its signature below, hereby subordinates the lien of the Deed of Trust to the foregoing Supplemental Declaration of Protective Covenants and Restrictions. It is expressly understood that except as herein subordinated, the Deed of Trust remains in full force and effect as a lien on the Mortgaged Property (as defined in the Deed of Trust).

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK  
SIGNATURES APPEAR ON THE FOLLOWING PAGE**

NEW TOWN ASSOCIATES, LLC

By: \_\_\_\_\_ (SEAL)  
Title: Authorized Agent

SOLE ACTING TRUSTEE

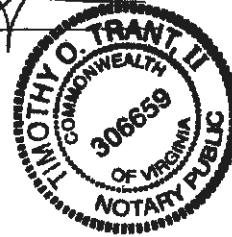
\_\_\_\_\_  
\_\_\_\_\_, Sole-Acting Trustee

COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in James City County  
Virginia, this 18 day of November, 2010, by  
Lawrence Salzman, as Authorized Agent of New  
Town Associates, LLC, a Virginia limited liability company, on its behalf.

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

My commission expires: 2/28/2013



COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in \_\_\_\_\_,  
Virginia, this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by  
\_\_\_\_\_, as Trustee, on its behalf.

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

My commission expires: \_\_\_\_\_

6291871v4

NEW TOWN ASSOCIATES, LLC

By: \_\_\_\_\_ (SEAL)  
Title: \_\_\_\_\_

SOLE ACTING TRUSTEE

R. Gaines Tavenner, Trustee (SEAL)  
R. Gaines Tavenner, Sole-Acting Trustee

COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in \_\_\_\_\_  
Virginia, this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_  
as \_\_\_\_\_ of New Town Associates, LLC, a Virginia limited  
liability company, on its behalf.

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

My commission expires: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in Richmond  
Virginia, this 23<sup>rd</sup> day of November, 2010, by R. Gaines Tavenner, as Sole Acting  
Trustee.

Henrietta E. Butler  
Notary Public

My commission expires: 02-28-2013

VIRGINIA: CITY OF WILLIAMSBURG & COUNTY OF JAMES CITY  
This document was admitted to record on 4 Dec 2010  
at 4:01 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

120026603

**SUPPLEMENTAL DECLARATION OF  
PROTECTIVE COVENANTS AND RESTRICTIONS**

**SAVANNAH SQUARE NEIGHBORHOOD**

**BLOCK 11, PARCEL B**

**THIS SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS** (this "Supplemental Declaration") is made this 31<sup>st</sup> day of August, 2012, by **NEW TOWN ASSOCIATES, LLC**, a Virginia limited liability company, and **G.C.R., INC.**, a Virginia Corporation. [Note to Clerk: Please index each party as both "Grantor" and "Grantee".]

**RECITALS**

A. New Town Associates, LLC, a Virginia limited liability company, is the Developer ("Developer") under the Master Declaration of Protective Covenants and Restrictions dated May 19, 2004, and recorded in the Clerk's Office of the Circuit Court for the City of Williamsburg and County of James City, Virginia (the "Clerk's Office"), as Instrument Number 040013865 (the "Original Declaration").

B. The real property submitted to covenants, restrictions, easements, charges and liens of the Original Declaration is set forth and described in Exhibit A to the Original Declaration.

C. By Instrument entitled, "Amended and Restated Master Declaration of Protective Covenants and Restrictions for New Town (Residential)," dated June 27, 2005 and recorded in the Clerk's Office as Instrument Number 050014430 (the "Amended and Restated Declaration"), the Original Declaration was amended and restated in its entirety. The Amended and Restated

Tax Parcel Nos. 3823000001, 3823000001A, 3823000001B, 3823000002, 3823000003, 3823000004, 3823000005, 3823000006, 3823000007, 3823000008, 3823000009, 3823000010, 3823000011, 3823000012, 3823000013, 3823000014, 3823000015, 3823000016, 3823000017, 3823000018, 3823000019, 3823000020, 3823000021, 3823000022, 3823000023, 3823000024, 3823000025, 3823000026, 3823000027, 3823000027A, 3823000028, 3823000029, 3823000030, 3823000031, 3823000032, 3823000033, 3823000034, 3823000035, 3823000036, 3823000037, 3823000038, 3823000039, 3823000040, 3823000041, 3823000042, 3823000043

Prepared by RETURN TO:  
Kaufman & Canoles, P.C.  
4801 Courthouse Street, Suite 300  
Williamsburg, Virginia 23188  
William L. Holt VSB # 76857

Declaration, as may be hereafter amended, restated, modified or supplemented, is hereinafter referred to collectively as the "Declaration".

D. By Deed dated February 23, 2006 and recorded in the Clerk's Office as Instrument No. 060004322, Developer conveyed to G.C.R., Inc., a Virginia corporation ("GCR") certain real property as more particularly described in such Deed (the "Savannah Square Property") comprising a portion of the property previously subjected to the Original Declaration.

E. The Savannah Square Property was subsequently subdivided into forty-four (44) residential lots, five (5) common areas, and three (3) private rights of way by the recordation of subdivision plats recorded in the Clerk's Office as Instrument Nos. 070019904, 080006432, 090018827, 100004710 and 100025682, and said lots, common areas, and private rights of way constitute the Savannah Square "Neighborhood."

F. Developer and GCR intend to declare and confirm that the property described in Exhibit A hereto (the "Subjected Property") has been subjected to the Declaration and formally included within the Savannah Square Neighborhood.

**NOW, THEREFORE,** Developer and GCR hereby declare and confirm that the Subjected Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and other provisions of the Declaration which are incorporated herein by reference; and further declare that the Subjected Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and other provisions of this Supplemental Declaration.

**ARTICLE I  
NEIGHBORHOOD DESIGNATION**

Developer and GCR hereby confirm and declare that the Subjected Property is included within the "Savannah Square Neighborhood", a "Neighborhood" (as defined in the Declaration) of the New Town Residential Association, Inc. (the "Association").



**ARTICLE II  
PROPERTY SUBJECT TO THIS SUPPLEMENTAL DECLARATION**

Section 1. Existing Property. The real property that is and shall be held, transferred, sold, conveyed, and occupied subject to this Supplemental Declaration consists of those certain lots, pieces or parcels of real property, together with improvements thereon, comprising the Subjected Property as more particularly described in Exhibit A attached hereto.

Section 2. Additions to Existing Property. All or any portions of the Additional Area, together with improvements thereon and easements, rights and appurtenances thereunto belonging or appertaining may be added to the Savannah Square Neighborhood by Developer, without the consent of the Owner(s) [other than such Owner(s), if any, who hold record title to the real property being added], by recording an amendment to this Supplemental Declaration or a separate Supplemental Declaration.

**ARTICLE III  
NEIGHBORHOOD ASSESSMENTS**

Section 1. Expenses Attributed to Townhome Lots. In addition to maintaining the Neighborhood Common Areas within the Neighborhood, the Association shall provide the following services for the benefit of the Lots within the Neighborhood on an "as needed" basis (as determined by the Association's Board of Directors), the cost of which shall be funded by the Neighborhood Assessment to be assessed pro-rata against the Owners of Lots within the Neighborhood:

- (a) Mowing, edging and trimming of grass within portions of Lots not located inside a fenced area.
- (b) Trimming of shrubs, trees and bushes within portions of Lots not located inside a fenced area.

- (c) Maintaining, repairing and replacing sidewalks and street lighting.
- (d) Maintaining Variable Width ROA Drainage Easement (Inst. #070019904) and 20' ROA Drainage & Pedestrian Easement (Inst. #060004140) shown on that certain plat entitled "SUBDIVISION PLAT OF NEW TOWN SECTION 2 & 4, BLOCK 11, PARCEL B, LOTS 15-22 OWNED BY G.C.R., INC., BERKELEY DISTRICT, JAMES CITY COUNTY, VIRGINIA" dated July 7, 2010, revised September 22, 2010, prepared by LandTech Resources, Inc. and duly recorded in the Circuit Court Clerk's Office for the County of James City and the City of Williamsburg, Virginia as Instrument Number 100025682 ("the Plat").
- (e) Maintaining Existing Variable Width COA Drainage Easement (Inst. #060004140) and Existing 5' COA Utility (Inst. #060004140) shown on the Plat.
- (f) Maintaining Pamelas Way (20' Private RW), Carolyns Way (20' Private RW) and Catherines Way (20' Private RW) shown on the Plat.

Section 2. Commencement of Neighborhood Assessment. The Neighborhood Assessment has commenced as provided in Section 5.5 of the Declaration.

#### **ARTICLE IV PARTY WALLS**

Section 1. Party Walls. The rights and duties of the Owners with respect to party walls shall be as follows:

(a) General Rules of Law to Apply. Each wall which is built as a part of the original construction of the residences (excluding fences) upon the Lots and which is placed on the dividing line between two (2) Lots so as to be common with, or immediately adjacent to and touching a wall of the residence on the other Lot (i.e., a townhouse or duplex), shall constitute a

party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) Sharing of Repair / Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners who make use of the wall in proportion to such use. Any disputes over the reasonableness of the cost of such repair and maintenance shall be resolved in accordance with subsection (e) of this Article.

(c) Destruction by Fire or Other Casualty or Accident.

(i) Causes Attributable to Neither Owner. If a party wall is destroyed by fire, casualty or accident, the cause of which is not attributable to either Owner or to conditions existing on either Lot or within the residences thereon (e.g., fire caused by lightning and fire originating on property other than either Lot; damage due to storms, floods, wind or other acts of God), then the reasonable cost of the repair or reconstruction of the party wall shall be shared equally by the Owners who share use of the wall. Any disputes over the reasonableness of the cost of such repair or reconstruction shall be resolved in accordance with subsection (e) of this Article.

(ii) Causes Attributable to Conditions Existing on a Lot or Within the Residence Thereon. If a party wall is destroyed or damaged by fire, casualty or accident, the cause of which is attributable to conditions existing on one of the Lots or within the residence thereof (e.g., fire originating in only one residence or pipes bursting in only one residence), but which is not attributable to the negligent or willful act or omission of either of the Owners, then the Owner of the Lot upon which such conditions existed (the "Contributing Owner") shall bear the full cost of repair and restoration of the party wall. If the Contributing Owner does not promptly commence efforts to repair and restore the party wall and thereafter diligently prosecute such repair and restoration to completion, then the other Owner (the "Noncontributing Owner") may

effect such repair and restoration and either charge the cost of the same to the Contributing Owner or be entitled to prompt reimbursement for same. The costs incurred by the Noncontributing Owner shall constitute both the personal obligation and debt of the Contributing Owner and a lien in favor of the Noncontributing Owner against the Lot of the Contributing Owner.

(iii) Causes Attributable to the Fault of the Owner. If a party wall is damaged or destroyed by fire, casualty, or other causes attributable to the sole fault of either Owner (e.g., the negligent or willful act or omission of either Owner), then the Owner at fault shall bear the full cost of repair and restoration of the party wall. If the Owner at fault does not promptly commence efforts to repair and restore the party wall and thereafter diligently prosecute to completion such repair and restoration, the Owner who is not at fault (the "Innocent Owner") may effect such repair and restoration and either charge the costs of the same plus ten percent (10%) of such cost to the Owner at fault or be entitled to prompt reimbursement for same. The costs incurred by the Innocent Owner, as well as the ten percent (10%) penalty for failure to promptly initiate repair shall constitute both the personal obligation and debt of the Owner at fault and a lien in favor of the Innocent Owner against the Lot of the Owner at fault. The rights of the Innocent Owner provided in this subsection shall not limit, but shall be in addition to, any right of the Innocent Owner to seek and collect greater damages from the Owner at fault if the damage or destruction is attributed to a willful or negligent act or omission of the Owner at fault.

(d) Weatherproofing. An Owner who by his negligent or willful act causes a party wall to be exposed to the elements shall bear the entire cost of furnishing the necessary protection against such elements. The Owner not at fault shall enjoy all the same rights and remedies as an Innocent Owner in Subsection (c) (ii) of this Article.

(e) Disputes. Upon any dispute arising concerning a party wall, any Owner may seek to have such dispute resolved by the Association's Board of Directors, by providing written notice

of such intention to the other Owner and the President of the Association. Unless the responding Owner provides written notice to the initiating Owner and the President of the Association, stating his decision not to allow the dispute to be resolved by the Board of Directors, within fourteen (14) days after the receipt of the notice from the initiating Owner, the dispute shall be heard and resolved by the Board of Directors. The Board of Director's decision (i) must be in writing, but no reason need be given, and (ii) shall be final and binding on the parties to the dispute. Any party, including the Board of Directors, may be represented by counsel in connection with the presentation of a case before the Board of Directors. If any party to a dispute serves or has family members who serve on the Board of Directors, such party and such party's family members shall not take part in the Board of Directors' proceedings or decision with respect to such dispute. Notwithstanding the foregoing, disputes under Subsection (b) or Subsection (c)(ii) of this Article shall be resolved by the Board of Directors in accordance with the Subsection (e) and no party may "opt-out" or avoid this procedure.

(f) Non Applicability. To the extent, but only to the extent, any provision of this Article is inconsistent with the provisions of any condominium instruments creating a condominium within New Town, the Virginia Condominium Act, or the concept of condominium ownership, such provisions shall not apply to party walls between Lots when such Lots are condominium units.

## **ARTICLE V EASEMENTS**

Section 1. Easements Per the Declaration. The Subjected Property shall be subject to all easements and reservations set forth in the Declaration, which easements and reservations are hereby reserved and granted to Developer, the Association and such other benefited parties referenced in the Declaration, and such easements and reservations are incorporated herein in their entirety by reference.

Section 2. Power of Attorney Reserved. There shall be and is hereby reserved to the Developer and its successors and assigns, a Power of Attorney with respect to the Subjected Property, to grant easements required by any governmental agency or authority in connection with the release of public improvement bonds or the acceptance of streets for public maintenance. This Power of Attorney shall continue for a period of sixty (60) months from the date hereof, or until (i) the earlier release of all public improvement bonds and (ii) the earlier acceptance of all streets that have been designated to be dedicated to the municipality for public maintenance concerning the Subjected Property.

Section 3. Easements for Encroachments. Without limiting the easements set forth in Section 8.8 of the Declaration, each Lot within the Neighborhood is declared to have an easement over all adjoining Lots, Common Areas and the Neighborhood Common Areas for the purpose of accommodating any encroachment due to building overhang or projection, steps, porches and/or ramps attached to and/or serving the improvements on such Lot. The existence of such easements for encroachment shall in no way alter the obligation of the respective Owner(s) to maintain such items, nor shall the encroachment of such items onto adjoining Lots, the Common Areas and/or the Neighborhood Common Areas create or impose any obligation or liability of the Association to maintain, repair, replace or insure such items.

## **ARTICLE VI GENERAL PROVISIONS**

Section 1. Duration. This Supplemental Declaration shall continue and remain in full force and effect at all times with respect to the Subjected Property and each part thereof (subject, however, to the right to amend as provided for herein and in the Declaration) for so long as the Declaration remains in full force and effect.

Section 2. Amendment. This Supplemental Declaration may be amended at any time in the same manner as Amendments to the Declaration. Any amendment must be recorded to become effective.

Section 3. Run with Land. The covenants and restrictions of this Supplemental Declaration and the Declaration shall run with and bind the Subjected Property and the Owners and Occupants thereof.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not effect any other provisions, which shall remain in full force and effect.

Section 5. Terms and Definitions. Except as expressly provided otherwise herein, the terms used herein shall have the same meaning and definition as set forth in the Declaration.

Section 6. Contravention. Nothing contained herein shall be construed as altering, amending or vacating the provisions of the ordinances of the County of James City, Virginia, which shall have full force and effect on all property subject to the Supplemental Declaration.

Section 7. Counterparts. This Supplemental Declaration may be executed in counterparts, each of which shall be deemed an original, but all of which when taken together will constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties have caused this Supplemental Declaration to be executed as of the day and year first above written. This Supplemental Declaration may be executed in two or more counterparts and by facsimile, each of which shall be an original and all of which together shall constitute one and the same instrument.

**[SIGNATURES APPEAR ON THE FOLLOWING PAGES]**

Page 9 of 13

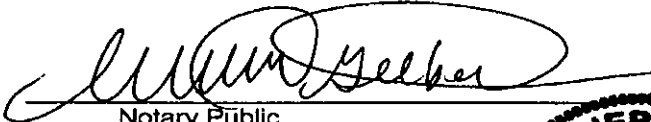
[COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS]

**NEW TOWN ASSOCIATES, LLC,**  
a Virginia limited liability company

By:   
Lawrence A. Salzman, Authorized Agent

COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in the City/County of James City, Virginia, this 20<sup>th</sup> day of September, 2012, by Lawrence A. Salzman, as Authorized Agent of New Town Associates, LLC, a Virginia limited liability company, on its behalf.

  
Notary Public

My commission expires: 12-31-2015

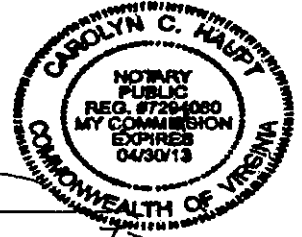
Registration number: 7113607





[COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS]

G.C.R., INC.,  
a Virginia corporation



By: [Signature]  
Name: ROBERT F. RIPLEY, JR.  
Title: PRESIDENT

COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in the City/County of Gloucester, Virginia, this 31<sup>st</sup> day of August, 2012, by Robert F. Ripley, Jr. as President of G.C.R., Inc., a Virginia corporation, on its behalf.

[Signature]  
Notary Public

My commission expires: 4-30-13

Registration number: 7294080

[Seal]

## **EXHIBIT A**

### **Lots 1-10, 28-31, 40-43**

All those certain lots, pieces or parcels of land, situate, lying and being in the County of James City, Virginia and described as "Lots 1 through 10, 28 through 31, and 40 through 43," as shown on that certain plat entitled "SUBDIVISION PLAT OF NEW TOWN SECTION 2 & 4 BLOCK 11, PARCEL B, LOTS 1-10, 28-31, AND 40-43 OWNED BY G.C.R., INC. BERKELEY DISTRICT, JAMES CITY COUNTY, VIRGINIA" made by LandTech Resources, Inc., dated April 18, 2007, and revised on June 22, 2007, and recorded in the Clerk's Office as Instrument No. 070019904, to which plat reference is hereby made for a more particular description.

### **Lots 32-39**

All those certain lots, pieces or parcels of land, situate, lying and being in the County of James City, Virginia and described as "Lots 32 through 39," as shown on that certain plat entitled "SUBDIVISION PLAT OF NEW TOWN SECTION 2 & 4 BLOCK 11, PARCEL B, LOTS 32-39 OWNED BY G.C.R., INC. BERKELEY DISTRICT, JAMES CITY COUNTY, VIRGINIA" made by LandTech Resources, Inc., dated November 14, 2007, and revised on January 30, 2008, and recorded in the Clerk's Office as Instrument No. 080006432, to which plat reference is hereby made for a more particular description.

### **Lots 11-14**

All those certain lots, pieces or parcels of land, situate, lying and being in the County of James City, Virginia and described as "Lots 11 through 14," as shown on that certain plat entitled "SUBDIVISION PLAT OF NEW TOWN SECTION 2 & 4 BLOCK 11, PARCEL B, LOTS 11-14 OWNED BY G.C.R., INC. BERKELEY DISTRICT, JAMES CITY COUNTY, VIRGINIA" made by LandTech Resources, Inc., dated June 26, 2009, and recorded in the Clerk's Office as Instrument No. 090018827, to which plat reference is hereby made for a more particular description.

### **Lots 23-27A**

All those certain lots, pieces or parcels of land, situate, lying and being in the County of James City, Virginia and described as "Lots 23 through 27A," as shown on that certain plat entitled "SUBDIVISION PLAT OF NEW TOWN SECTION 2 & 4 BLOCK 11, PARCEL B, LOTS 23-27A OWNED BY G.C.R., INC. BERKELEY DISTRICT, JAMES CITY COUNTY, VIRGINIA" made by LandTech Resources, Inc., dated January 11, 2010, and recorded in the Clerk's Office as Instrument No. 100004710, to which plat reference is hereby made for a more particular description.

### **Lots 15-22**

All those certain lots, pieces, or parcels of land, situate, lying and being in the County of James City, Virginia, shown and designated as "Lots 15 through 22" on that certain plat entitled "SUBDIVISION PLAT OF NEW TOWN SECTION 2 & 4, BLOCK 11, PARCEL B, LOTS 15-22 OWNED BY G.C.R., INC. BERKELEY DISTRICT, JAMES CITY COUNTY, VIRGINIA", dated July 7, 2010, revised September 22, 2010, prepared by LandTech Resources, Inc., and duly recorded in the Circuit Court Clerk's Office for the County of James City and the City of

Williamsburg, Virginia as Instrument Number 100025682, to which plat reference is hereby made for a more particular description.

Common Area 1, 2, and 4 and Pamelas Way, Carolyns Way, and Catherines Way

All those certain lots, pieces, or parcels of land, situate, lying and being in the County of James City, Virginia, shown and designated as "COMMON AREA 1", "COMMON AREA 2", "COMMON AREA 5", "PAMELAS WAY", "CAROLYNS WAY", and "CATHERINES WAY", on that certain plat entitled "SUBDIVISION PLAT OF NEW TOWN SECTION 2 & 4, BLOCK 11, PARCEL B, LOTS 1-10, 28-31, AND 40-43 OWNED BY G.C.R., INC. BERKELEY DISTRICT, JAMES CITY COUNTY, VIRGINIA" dated May 18, 2007, revised June 22, 2007, prepared by LandTech Resources, Inc., and duly recorded in the Circuit Court Clerk's Office for the County of James City and the City of Williamsburg, Virginia as Instrument Number 070019904, to which plat reference is hereby made for a more particular description.

Common Areas 3 and 5

All those certain lots, pieces, or parcels of land, situate, lying and being in the County of James City, Virginia, shown and designated as "COMMON AREA 3" and "COMMON AREA 5" on that certain plat entitled "SUBDIVISION PLAT OF NEW TOWN SECTION 2 & 4, BLOCK 11, PARCEL B, LOTS 15-22 OWNED BY G.C.R., INC. BERKELEY DISTRICT, JAMES CITY COUNTY, VIRGINIA", dated July 7, 2010, revised September 22, 2010, prepared by LandTech Resources, Inc., and duly recorded in the Circuit Court Clerk's Office for the County of James City and the City of Williamsburg, Virginia as Instrument Number 100025682, to which plat reference is hereby made for a more particular description.

11162601\_1.DOC

VIRGINIA: CITY OF WILLIAMSBURG & COUNTY OF JAMES CITY  
This document was admitted to record on 12-28-2012  
at 3:32 ~~PM~~ 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

**SUPPLEMENTAL DECLARATION OF  
PROTECTIVE COVENANTS AND RESTRICTIONS**

**SAVANNAH SQUARE NEIGHBORHOOD**

**BLOCK 11, PARCEL B**

**THIS SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS** (this "Supplemental Declaration") is made this 19th day of February, 2020 by **NEW TOWN ASSOCIATES, LLC**, a Virginia limited liability company (to be indexed as Grantor), **NEW TOWN COMMERCIAL ASSOCIATION**, A Virginia non-stock corporation, and a property owners association as defined by section 55.1-1800 of the Code of Virginia, to be indexed as Grantor and **CHRISTOPHER R. SMURTHWAITE, SIRENA D. KESTNER, RASHI HARJAI, FJY, LLC**, a Virginia limited liability company, **DEVON MARIE DETLEF, NATHAN D. DEAN and JENNIFER A. DEAN**, husband and wife, **JOSHUA C. PARDUE, ALEXANDRA D. DALGLIESH, MICHAEL WOLFE and JESSIKA MARY WOLFE**, husband and wife, **DAVID W. REYNOLDS, PAMELA REYNOLDS, BRADLEY D. SMALLEY and COLLEEN S. SMALLEY**, husband and wife, **STEVEN W. STAFFORD and AMY C. STAFFORD**, husband and wife, **ROSS JOSEPH IACI, KONSTANTIN FOTIADIS, MARINA FOTIADIS, PATRICK J. LYNCH, SYDNEY M. LYNCH**, formerly known as **SYDNEY M. MORELAND, MASON A. NORSWORTHY and FRANCIS P. NORSWORTHY, JR.**, husband and wife, **NANCY MATA and OSEAS A. MATA**, husband and wife, **ANDREW B. PACKETT, CYNTHIA B. PACKETT, JAMES P. NOONAN and HELENE M. NOONAN**, husband and wife, **PATTERSON AVE. PROPERTIES, LLC**, a Virginia limited liability

Tax Parcel Nos. 3823000001, 3823000001A, 3823000001B, 3823000002, 3823000003, 3823000006, 3823000007, 3823000008, 3823000011 3823000012, 3823000016, 3823000017, 3823000019, 3823000020, 3823000021, 3823000022, 3823000023, 3823000026, 3823000027, 3823000027A, 3823000028, 3823000029, 3823000030, 3823000031, 3823000033, 3823000034, 3823000035, 3823000036, 3823000037, 3823000038, 3823000039, 3823000040, 3823000041, 3823000042, 3823000043

Prepared by:  
Kaufman & Canoles, P.C.  
4801 Courthouse Street, Suite 300  
Williamsburg, Virginia 23188  
William L. Holt VSB # 76857

Order: 2WRWBXS4Z  
Address: 2022 Holmes Ct E  
Order Date: 08-18-2024  
Document not for resale  
HomeWiseDocs

company, **JOAN G. COINER, TERESA L. HOLMES, LEIGH C. POTTLE**, formerly known as **LEIGH C. TODD, KELLY J. MIHALCOE, CARLETON R. JOHNSON, BRIAN D. FELIX** and **ELAINE S. FELIX**, husband and wife, **DANA A. MARGULIES, KEVIN S. BLUXOME, TERESA M. JACOBY, MICHAEL C. HARDIN, BOBBIE V. BROWN, DAVID C. TIAO** and **TREVOR A. SEILING** (collectively the "Savannah Square Lot owners") (each to be indexed as Grantor) and **NEW TOWN RESIDENTIAL ASSOCIATION**, a Virginia non-stock corporation and a property owners association as defined by section 55.1-1800 of the Code of Virginia, to be indexed as Grantee, provides as follows:

### RECITALS

A. New Town Associates, LLC, a Virginia limited liability company, is the developer ("Developer") of New Town located in James City County Virginia, under the Master Declaration of Protective Covenants and Restrictions dated May 19, 2004, and recorded in the Clerk's Office of the Circuit Court for the City of Williamsburg and County of James City, Virginia (the "Clerk's Office"), as Instrument Number 040013865 (the "Original Declaration").

B. By instrument entitled "Amended and Restated Master Declaration of Protective Covenants and Restrictions for New Town (Residential)," dated June 27, 2005 and recorded in the Clerk's Office as Instrument Number 050014430 (the "Amended and Restated Declaration"), the Original Declaration was amended and restated in its entirety. The Amended and Restated Declaration, as may be hereafter amended, restated, modified or supplemented, is hereinafter referred to collectively as the "Declaration".

C. The Declaration describes certain property subject to its terms and identifies additional property which the Developer may make subject to the Declaration (the "Additional Property.")

D. By Deed dated February 23, 2006 and recorded in the Clerk's Office as Instrument No. 060004322, Developer conveyed to G.C.R., Inc., a Virginia corporation certain real property as more particularly described in such Deed (the "Savannah Square Property".) The Savannah Square Property constitutes part of the Additional Property but was never formally subjected to the Declaration.

E. The Savannah Square Property was subsequently subdivided into forty-four (44) residential lots, five (5) common areas, and three (3) private rights of way by the recordation of subdivision plats recorded in the Clerk's Office as Instrument Nos. 070019904, 080006432, 090018827, 100004710 and 100025682, and said lots, common areas, and private rights of way constitute the Savannah Square "Neighborhood."

F. The Savannah Square Property was not properly subjected to the Declaration for purposes of creating a Neighborhood and dedicating Neighborhood common areas and amenities as are anticipated by the Declaration.

G. The Savannah Square Property was erroneously subjected to that certain Master Declaration of Covenants, Easements and Restrictions for New Town Commercial Properties dated June 22, 1998 and recorded in the Clerk's Office as Instrument No. 980013868, as amended and restated by that certain Amended and Restated Master Declaration of Covenants, Easements and Restrictions for New Town Commercial Properties dated November 26, 2002, of record in the Clerk's Office as Instrument No. 020031430, which declarations subjected the Savannah Square Property to New Town Commercial Association instead of New Town Residential Association, Inc., a Virginia corporation, which serves residential properties within New Town.

H. The Developer and the Savannah Square Lot owners intend to declare and confirm that the property described in Exhibit A hereto (the "Subjected Property") has been subjected to the

Declaration and formally included within the Savannah Square Neighborhood and subjected to New Town Residential Association, Inc.

**NOW, THEREFORE**, Developer and the Savannah Square Lot owners hereby declare and confirm that the Subjected Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and other provisions of the Declaration which are incorporated herein by reference; and further declare that the Subjected Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and other provisions of this Supplemental Declaration.

**ARTICLE I  
NEIGHBORHOOD DESIGNATION**

Developer and the Savannah Square Lot owners hereby confirm and declare that the Subjected Property is included within the "Savannah Square Neighborhood", a "Neighborhood" (as defined in the Declaration) of the New Town Residential Association, Inc. (the "Association") effective as of July 10, 2007. Any Lot not subjected shall remain subject to the New Town Commercial Association, Inc. and the declaration identified in recital G above.

**ARTICLE II  
PROPERTY SUBJECT TO THIS SUPPLEMENTAL DECLARATION**

Section 1. Existing Property. The real property that is and shall be held, transferred, sold, conveyed, and occupied subject to this Supplemental Declaration consists of those certain lots, pieces or parcels of real property, together with improvements thereon, comprising the Subjected Property as more particularly described in Exhibit A attached hereto.

4 of 49

Section 2. New Town Commercial Association joins in this Supplemental Declaration for purposes of consenting to its terms and releasing any and all claims, control or jurisdiction over the Subjected Property.

**ARTICLE III  
NEIGHBORHOOD ASSESSMENTS**

Section 1. Expenses Attributed to Townhome Lots. In addition to maintaining the Neighborhood Common Areas within the Neighborhood, New Town Residential Association (hereafter the "Association") shall provide the following services for the benefit of the Lots within the Neighborhood on an "as needed" basis (as determined by the Association's Board of Directors), the cost of which shall be funded by the Neighborhood Assessment to be assessed pro-rata against the owners of Lots within the Neighborhood:

- (a) Mowing, edging and trimming of grass within portions of Lots not located inside a fenced area.
- (b) Trimming of shrubs, trees and bushes within portions of Lots not located inside a fenced area.
- (c) Maintaining, repairing and replacing sidewalks and street lighting.
- (d) Maintaining Variable Width ROA Drainage Easement (Inst. #070019904) and 20' ROA Drainage & Pedestrian Easement (Inst. #060004140) shown on that certain plat entitled "SUBDIVISION PLAT OF NEW TOWN SECTION 2 & 4, BLOCK 11, PARCEL B, LOTS 15-22 OWNED BY G.C.R., INC., JAMESTOWN DISTRICT, JAMES CITY COUNTY, VIRGINIA" dated July 7, 2010, revised September 22, 2010, prepared by LandTech Resources, Inc. and duly recorded in the Circuit Court Clerk's Office for the

5 of 49



County of James City and the City of Williamsburg, Virginia as Instrument Number 100025682 ("the Plat").

- (e) Maintaining Existing Variable Width COA Drainage Easement (Inst. #060004140) and Existing 5' COA Utility (Inst. #060004140) shown on the Plat.
- (f) Maintaining Pamelas Way (20' Private R/W), Carolyns Way (20' Private R/W) and Catherines Way (20' Private R/W) shown on the Plat.

Section 2. Commencement of Neighborhood Assessment. The Neighborhood Assessment has commenced as provided in Section 5.5 of the Declaration.

#### ARTICLE IV PARTY WALLS

Section 1. Party Walls. The rights and duties of the owners with respect to party walls shall be as follows:

(a) General Rules of Law to Apply. Each wall which is built as a part of the original construction of the residences (excluding fences) upon the Lots and which is placed on the dividing line between two (2) Lots so as to be common with, or immediately adjacent to and touching a wall of the residence on the other Lot (i.e., a townhouse or duplex), shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) Sharing of Repair / Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Savannah Square Lot owners who make use of the

6 of 49



(iii) Causes Attributable to the Fault of the owner. If a party wall is damaged or destroyed by fire, casualty, or other causes attributable to the sole fault of either owner (e.g., the negligent or willful act or omission of either owner), then the owner at fault shall bear the full cost of repair and restoration of the party wall. If the owner at fault does not promptly commence efforts to repair and restore the party wall and thereafter diligently prosecute to completion such repair and restoration, the owner who is not at fault (the "Innocent Owner") may effect such repair and restoration and either charge the costs of the same plus ten percent (10%) of such cost to the owner at fault or be entitled to prompt reimbursement for same. The costs incurred by the Innocent Owner, as well as the ten percent (10%) penalty for failure to promptly initiate repair shall constitute both the personal obligation and debt of the owner at fault and a lien in favor of the Innocent Owner against the Lot of the owner at fault. The rights of the Innocent Owner provided in this subsection shall not limit, but shall be in addition to, any right of the Innocent Owner to seek and collect greater damages from the owner at fault if the damage or destruction is attributed to a willful or negligent act or omission of the owner at fault.

(d) Weatherproofing. An owner who by his negligent or willful act causes a party wall to be exposed to the elements shall bear the entire cost of furnishing the necessary protection against such elements. The owner not at fault shall enjoy all the same rights and remedies as an Innocent Owner in Subsection (c) (ii) of this Article.

(e) Disputes. Upon any dispute arising concerning a party wall, any owner may seek to have such dispute resolved by the Association's Board of Directors, by providing written notice of such intention to the other owner and the President of the Association. Unless the responding owner provides written notice to the initiating owner and the President of the Association, stating his decision not to allow the dispute to be resolved by the Board of Directors, within fourteen (14) days after the receipt of the notice from the initiating owner, the

dispute shall be heard and resolved by the Board of Directors. The Board of Director's decision (i) must be in writing, but no reason need be given, and (ii) shall be final and binding on the parties to the dispute. Any party, including the Board of Directors, may be represented by counsel in connection with the presentation of a case before the Board of Directors. If any party to a dispute serves or has family members who serve on the Board of Directors, such party and such party's family members shall not take part in the Board of Directors' proceedings or decision with respect to such dispute. Notwithstanding the foregoing, disputes under Subsection (b) or Subsection (c)(ii) of this Article shall be resolved by the Board of Directors in accordance with the Subsection (e) and no party may "opt-out" or avoid this procedure.

(f) Non Applicability. To the extent, but only to the extent, any provision of this Article is inconsistent with the provisions of any condominium instruments creating a condominium within New Town, the Virginia Condominium Act, or the concept of condominium ownership, such provisions shall not apply to party walls between Lots when such Lots are condominium units.

## ARTICLE V EASEMENTS

Section 1. Easements Per the Declaration. The Subjected Property shall be subject to all easements and reservations set forth in the Declaration, which easements and reservations are hereby reserved and granted to Developer, the Association and such other benefited parties referenced in the Declaration, and such easements and reservations are incorporated herein in their entirety by reference.

Section 2. Easements for Encroachments. Without limiting the easements set forth in Section 8.8 of the Declaration, each Lot within the Neighborhood is declared to have an easement over all adjoining Lots, Common Areas and the Neighborhood Common Areas for the purpose of

9 of 49

accommodating any encroachment due to building overhang or projection, steps, porches and/or ramps attached to and/or serving the improvements on such Lot. The existence of such easements for encroachment shall in no way alter the obligation of the respective owner(s) to maintain such items, nor shall the encroachment of such items onto adjoining Lots, the Common Areas and/or the Neighborhood Common Areas create or impose any obligation or liability of the Association to maintain, repair, replace or insure such items.

**ARTICLE VI  
INTENTIONALLY OMITTED**

**ARTICLE VII  
GENERAL PROVISIONS**

Section 1. Duration. This Supplemental Declaration shall continue and remain in full force and effect at all times with respect to the Subjected Property and each part thereof (subject, however, to the right to amend as provided for herein and in the Declaration) for so long as the Declaration remains in full force and effect.

Section 2. Amendment. This Supplemental Declaration may be amended at any time in the same manner as Amendments to the Declaration. Any amendment must be recorded to become effective.

Section 3. Run with Land. The covenants and restrictions of this Supplemental Declaration and the Declaration shall run with and bind the Subjected Property and the owners and occupants thereof.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not effect any other provisions, which shall remain in full force and effect.

16 of 49

Section 5. Terms and Definitions. Except as expressly provided otherwise herein, the terms used herein shall have the same meaning and definition as set forth in the Declaration.

Section 6. Contravention. Nothing contained herein shall be construed as altering, amending or vacating the provisions of any ordinances of the County of James City, Virginia, or proffers of record relating to New Town, which shall have full force and effect on all property subject to the Supplemental Declaration.

Section 7. Counterparts. This Supplemental Declaration may be executed in counterparts, each of which shall be deemed an original, but all of which when taken together will constitute one and the same instrument.

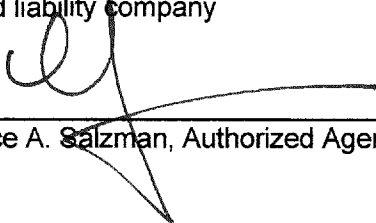
**IN WITNESS WHEREOF**, the parties have caused this Supplemental Declaration to be executed as of the day and year first above written. This Supplemental Declaration may be executed in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

**[SIGNATURES APPEAR ON THE FOLLOWING PAGES]**

11 of 49

[COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS]

**NEW TOWN ASSOCIATES, LLC,**  
a Virginia limited liability company

By:   
Lawrence A. Salzman, Authorized Agent

COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in the City/County of James City County, Virginia, this 19<sup>th</sup> day of March, 2020, by Lawrence A. Salzman, as Authorized Agent of New Town Associates, LLC, a Virginia limited liability company, on its behalf.

  
Notary Public

My commission expires: 4/30/2023.

Registration number: 7840956.

[Seal]



12 of 49

[COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS]

New Town Commercial Association,  
a Virginia non-stock corporation

By: [Signature]  
Name: LAWRENCE SALZMAN  
Title: PRESIDENT

COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in the City/County of James City County, Virginia, this 19<sup>th</sup> day of MARCH, 2020, by Lawrence Salzman, as President of New Town Association, a Virginia non-stock corporation, on its behalf.  
Commercial

Caitlin Leddy  
Notary Public

My commission expires: 4/30/2023

Registration number: 7840956

[Seal]



13 of 49



[COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS]

New Town Residential Association,  
a Virginia non-stock corporation

By: \_\_\_\_\_  
Name: LAWRENCE SALZMAN  
Title: PRESIDENT

COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in the City/County of James City County, Virginia, this 19<sup>th</sup> day of MARCH, 2020, by Lawrence Salzman as President of New Town Residential Association, a Virginia non-stock corporation, on its behalf.

Caitlin Leddy  
Notary Public

My commission expires: 4/30/2023

Registration number: 7840956

[Seal]



14 of 49

[COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS]

SAVANNAH SQUARE HOMEOWNER:

*Christopher R. Smurthwaite*  
Christopher R. Smurthwaite

COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in the City/County of James City County, Virginia, this 5<sup>th</sup> day of March, 2020, by Christopher R. Smurthwaite.

*Caitlin Leddy*  
Notary Public

My commission expires: 4/30/2023.

Registration number: 7840956.

[Seal]



15049

[COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS]

SAVANNAH SQUARE HOMEOWNER:

  
\_\_\_\_\_  
Sirena D. Kestner

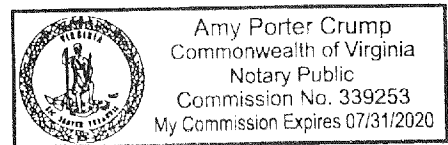
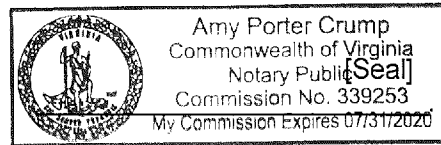
COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in the City/County of Dew Kent, Virginia, this 24<sup>th</sup> day of March, 2020, by Sirena D. Kestner.

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

My commission expires: 7/31/2020

Registration number:



16 of 49

[COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS]

SAVANNAH SQUARE HOMEOWNER:

Rashi Harjai  
Rashi Harjai

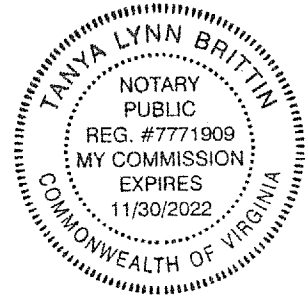
COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in the City/County of Newport News, Virginia, this 25<sup>th</sup> day of March, 2020, by Rashi Harjai.

Tanya Lynn Brittin  
Notary Public

My commission expires: Nov. 30, 2020

Registration number: 7771909



[Seal]

Commonwealth of Virginia County of York

I certify this to be the original document  
on this 25<sup>th</sup> day of March, 2020

Tanya Lynn Brittin  
TANYA LYNN BRITTIN, Notary Public  
My Commission Expires November 30, 2022

17 a 49

[COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS]

SAVANNAH SQUARE HOMEOWNER:

Faith F. Siewers  
FJY, LLC, a Virginia limited liability company.

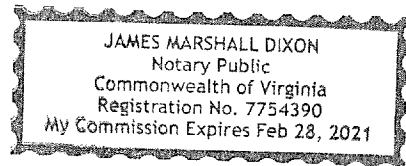
COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in the City/County of Henrico, Virginia, this 29 day of February, 2020, by Faith Siewers, as representative on behalf of FJY, LLC, a Virginia limited liability company.

[Signature]  
Notary Public

My commission expires: 2/28/2021  
Registration number: 7754390

[Seal]



18 of 49

[COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS]

SAVANNAH SQUARE HOMEOWNER:

Devon Marie Detlef  
Devon Marie Detlef

COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

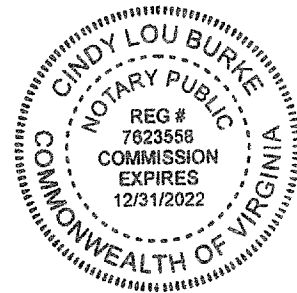
The foregoing instrument was acknowledged before me in the City/County of NEWPORT NEWS, Virginia, this 24<sup>th</sup> day of MARCH, 2020, by Devon Marie Detlef.

Cindy Lou Burke  
Notary Public

My commission expires: 12/31/2022.

Registration number: 7623558.

[Seal]



19 of 49

[COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS]

SAVANNAH SQUARE HOMEOWNER:

Nathan D. Dean  
Nathan D. Dean

Jennifer A. Dean  
Jennifer A. Dean

COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in the City/County of James City, Virginia, this 5 day of March, 2020, by Nathan D. Dean and Jennifer A. Dean.

Karen Gildersleeve Denton  
Notary Public

My commission expires: 31 July 2023

Registration number: 712 3839.

[Seal]

KAREN GILDERSLEEVE DENTON  
NOTARY PUBLIC  
REG. #7123839  
COMMONWEALTH OF VIRGINIA  
MY COMMISSION EXPIRES JULY 31, 2023

20 of 49

[COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS]

SAVANNAH SQUARE HOMEOWNER:

*[Handwritten signature of Joshua C. Pardue]*

Joshua C. Pardue

*[Handwritten signature of Alexandra D. Dalglish]*

Alexandra D. Dalglish

Dalglish

COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in the City/County of Chesterfield, Virginia, this 9 day of March, 2020, by Joshua C. Pardue and Alexandra D. Dalglish.

*[Handwritten signature of Stephanie D. McCraw]*

Notary Public

My commission expires: 5/31/2023

Registration number: 7510860

[Seal]

STEPHANIE D. MCCRAW  
NOTARY PUBLIC  
REGISTRATION # 7510860  
COMMONWEALTH OF VIRGINIA

21 of 49



[COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS]

SAVANNAH SQUARE HOMEOWNER:

*[Handwritten signature of Michael Wolfe]*

Michael Wolfe

*[Handwritten signature of Jessika Mary Wolfe]*

Jessika Mary Wolfe

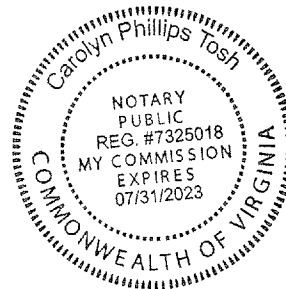
COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in the City/County of Henrico, Virginia, this 23<sup>rd</sup> day of March, 2020, by Michael Wolfe and Jessika Mary Wolfe.

*[Handwritten signature of Notary Public]*  
Notary Public

My commission expires: July 31, 2023

Registration number: 7325018



[Seal]

22 of 49

[COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS]

SAVANNAH SQUARE HOMEOWNER:

*David W. Reynolds*

David W. Reynolds

*Pamela Reynolds*

Pamela Reynolds

COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in the City/County of \_\_\_\_\_, Virginia, this \_\_\_\_ day of \_\_\_\_\_, 2020, by David W. Reynolds and Pamela Reynolds.

*See Attached*

Notary Public

My commission expires: \_\_\_\_\_.

Registration number: \_\_\_\_\_.

[Seal]

23 of 49

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

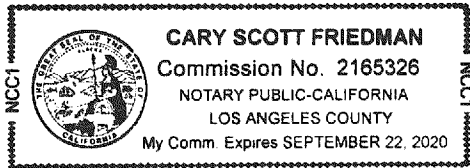
State of California )  
County of Los Angeles )

On 3 / 25 / 2020 before me, Cary Scott Friedman, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared David W. Reynolds and Pamela Reynolds  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Address: 2024 Holmes Ct E  
Order Date: 08-18-2024  
Document not for resale  
HomeWiseDocs

[COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS]

SAVANNAH SQUARE HOMEOWNER:

*[Handwritten signature of Bradley D. Smalley]*

Bradley D. Smalley

*[Handwritten signature of Colleen S. Smalley]*

Colleen S. Smalley

COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in the City/County of James City County, Virginia, this 21<sup>st</sup> day of February, 2020, by Bradley D. Smalley and Colleen S. Smalley.

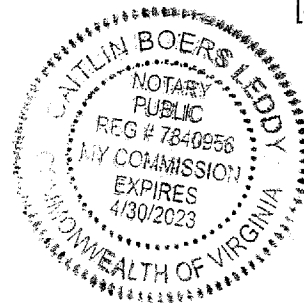
*[Handwritten signature of Caitlin Boers Ledy]*

Notary Public

My commission expires: 4/30/2020

Registration number: 7840956


[Seal]

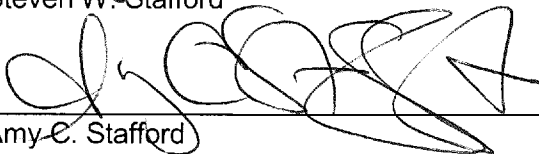


25 of 49

[COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS]

SAVANNAH SQUARE HOMEOWNER:

  
\_\_\_\_\_  
Steven W. Stafford

  
\_\_\_\_\_  
Amy C. Stafford

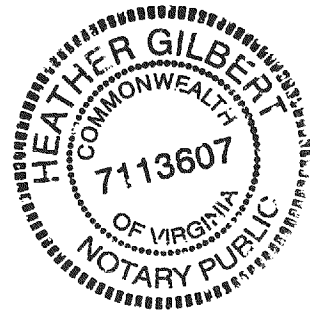
COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in the City/County of James City, Virginia, this 13 day of March, 2020, by Steven W. Stafford and Amy C. Stafford.

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

My commission expires: 12-31-2023

Registration number: 7113607



[Seal]

26 of 49

[COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS]

SAVANNAH SQUARE HOMEOWNER:

[Signature]  
Ross Joseph Iaci

COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in the City/County of James City County, Virginia, this 2<sup>nd</sup> day of March, 2020, by Ross Joseph Iaci.

+ CJ

[Signature]  
Notary Public

My commission expires: 4/30/2023.

[Seal]

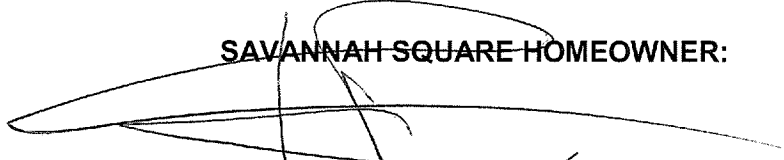
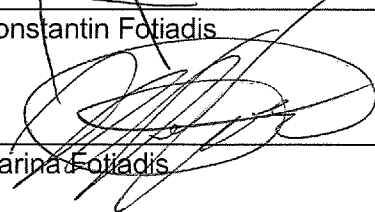
Registration number: 7840956.



27 9 49

[COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS]

SAVANNAH SQUARE HOMEOWNER:

  
 \_\_\_\_\_  
 Konstantin Fotiadis  
  
  
 \_\_\_\_\_  
 Marina Fotiadis

COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in the City/County of James City County Virginia, this 27<sup>th</sup> day of March, 2020, by Konstantin Fotiadis and Marina Fotiadis.

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

My commission expires: 4/30/2023

Registration number: 7840956

[Seal]



28 of 49

[COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS]

SAVANNAH SQUARE HOMEOWNER:

*Patrick J. Lynch*  
Patrick J. Lynch

*Sydney M. Lynch*  
Sydney M. ~~Moreland~~  
Lynch *SML 3/13/2020*

COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in the City/County of James City County, Virginia, this 13<sup>th</sup> day of March, 2020, by Patrick J. Lynch and Sydney M. ~~Moreland~~.

*Lynch + S*

*Caitlin Leddy*  
Notary Public

My commission expires: 4/30/2023.

Registration number: 7840956.

[Seal]



*29 of 49*



[COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS]

SAVANNAH SQUARE HOMEOWNER:

Mason A Norsworthy 3/19/20  
Mason A. Norsworthy

Francis P. Norsworthy, Jr.  
Francis P. Norsworthy, Jr.

COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in the City/County of James City County, Virginia, this 27 day of March, 2020, by Mason A. Norsworthy and Francis P. Norsworthy, Jr..

Caitlin Sedoly  
Notary Public

My commission expires: 4/30/2023

Registration number: 7840956

[Seal]



30 of 49

[COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS]

SAVANNAH SQUARE HOMEOWNER:

Nancy Mata  
Nancy Mata

Oseas A. Mata  
Oseas A. Mata

COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

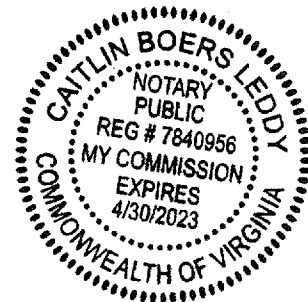
The foregoing instrument was acknowledged before me in the City/County of James City County, Virginia, this 28<sup>th</sup> day of February, 2020, by Nancy Mata and Oseas A. Mata.

Caitlin Leedy  
Notary Public

My commission expires: 4/30/2023

Registration number: 7840956

[Seal]



[COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS]

SAVANNAH SQUARE HOMEOWNER:

Andrew B. Packett  
Andrew B. Packett

Cynthia B. Packett  
Cynthia B. Packett

COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in the City/County of James City County, Virginia, this 24<sup>th</sup> day of February, 2020, by Andrew B. Packett and Cynthia B. Packett.

Caitlin Leddy  
Notary Public

My commission expires: 4/30/2023

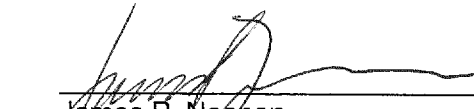
Registration number: 7840956


[Seal]



[COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS]

SAVANNAH SQUARE HOMEOWNER:

  
 \_\_\_\_\_  
 James P. Noonan

  
 \_\_\_\_\_  
 Helene M. Noonan

COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in the City/County of James City County, Virginia, this 3<sup>rd</sup> day of March, 2020, by James P. Noonan and Helene M. Noonan.

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

My commission expires: 4/30/2023.

Registration number: 7840956.

[Seal]



33 of 49

[COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS]

SAVANNAH SQUARE HOMEOWNER:

*[Handwritten Signature]*  
MEMBER

Patterson Ave. Properties, LLC, a Virginia limited liability company

COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in the City/County of James City, Virginia, this 19th day of February, 2020, by Lawrence Salzman as homeowner member on behalf of Patterson Ave. Properties, LLC, a Virginia limited liability company.

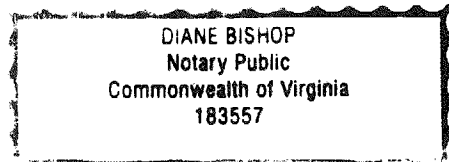
*[Handwritten Signature: Diane Bishop]*

Notary Public

My commission expires: January 31, 2023

Registration number: 183557

[Seal]



[COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS]

SAVANNAH SQUARE HOMEOWNER:

Joan G. Coiner  
Joan G. Coiner

COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in the City/County of James City County, Virginia, this 24<sup>th</sup> day of February, 2020, by Joan G. Coiner.

Caitlin Leddy  
Notary Public

My commission expires: 4/30/2023

Registration number: 7840956

[Seal]



35 of 49

[COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS]

SAVANNAH SQUARE HOMEOWNER:

Teresa L. Holmes

COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in the City/County of James City County, Virginia, this 26<sup>th</sup> day of March, 2020, by Teresa L. Holmes.

Caitlin Sealdy  
Notary Public

My commission expires: 4/30/2023.

Registration number: 7840956.

[Seal]



36 of 49

[COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS]

SAVANNAH SQUARE HOMEOWNER:

Leigh Pottle  
Leigh C. Todd Pottle

COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

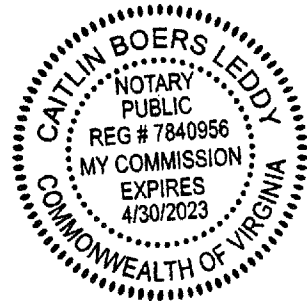
The foregoing instrument was acknowledged before me in the City/County of James City County, Virginia, this 26<sup>th</sup> day of March, 2020, by Leigh C. Todd. Pottle +

Caitlin Leddy  
Notary Public

My commission expires: 4/30/2023.

[Seal]

Registration number: 7840956.





[COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS]

SAVANNAH SQUARE HOMEOWNER:



Kelly J. Mihalcoe

COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in the City/County of James City County Virginia, this 26<sup>th</sup> day of March, 2020, by Kelly J. Mihalcoe.

  
Notary Public

My commission expires: 4/30/2023.

Registration number: 7804956.

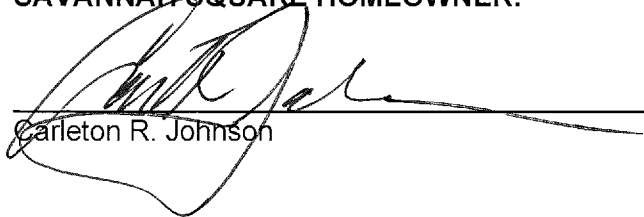
[Seal]



38 of 49

[COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS]

SAVANNAH SQUARE HOMEOWNER:

  
Carleton R. Johnson

COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in the City/County of James City County, Virginia, this 12<sup>th</sup> day of March, 2020, by Carleton R. Johnson.

  
Notary Public

My commission expires: 4/30/2023.

Registration number: 7840956.

[Seal]



39 of 49

[COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS]

SAVANNAH SQUARE HOMEOWNER:

*B. D. Felix*

Brian D. Felix

*Elaine S. Felix*

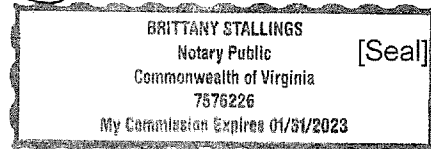
Elaine S. Felix

COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in the City/County of Chesterfield, Virginia, this 25<sup>th</sup> day of February, 2020, by Brian D. Felix and Elaine S. Felix.

*Brittany Stallings*  
\_\_\_\_\_  
Notary Public

My commission expires: January 31<sup>st</sup>, 2023  
Registration number: 7576226



40 of 49

[COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS]

SAVANNAH SQUARE HOMEOWNER:

Dana A. Margulies  
Dana A. Margulies

COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

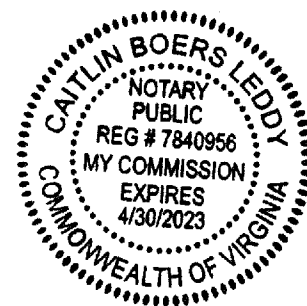
The foregoing instrument was acknowledged before me in the City/County of James City County, Virginia, this 26<sup>th</sup> day of February, 2020, by Dana A. Margulies.

Caitlin Leddy  
Notary Public

My commission expires: 4/30/2020.

Registration number: 7840956.

[Seal]



41 of 49

[COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS]

SAVANNAH SQUARE HOMEOWNER:

Kevin S. Bluxome  
Kevin S. Bluxome

COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

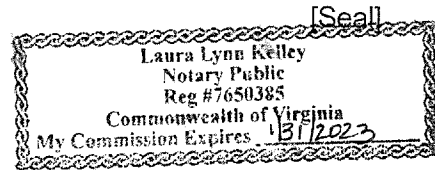
The foregoing instrument was acknowledged before me in the City/County of Norfolk, Virginia, this 20<sup>th</sup> day of February, 2020, by Kevin S. Bluxome.

L. Kelley  
Notary Public

1/31/2023

My commission expires: 1/31/2023

Registration number: 7650385



42 of 49

[COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS]

SAVANNAH SQUARE HOMEOWNER:

*Teresa M. Jacoby*  
Teresa M. Jacoby

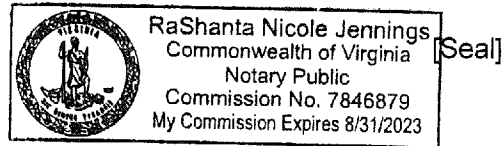
COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in the City/County of Williamsburg, Virginia, this 17<sup>th</sup> day of March, 2020, by Tera M. Jacoby.

*RaShanta Nicole Jennings*  
Notary Public

My commission expires: 8/31/2023

Registration number: 7846879



43 of 49

[COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS]

SAVANNAH SQUARE HOMEOWNER:

Michael C. Hardin  
Michael C. Hardin

COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in the City/County of James City County Virginia, this 26<sup>th</sup> day of March, 2020, by Michael C. Hardin.

Caitlin Boers Leddy  
Notary Public

My commission expires: 4/30/2023.

Registration number: 7840956.

[Seal]



44 of 49

[COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS]

SAVANNAH SQUARE HOMEOWNER:

Bobbie V. Brown  
Bobbie V. Brown

COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

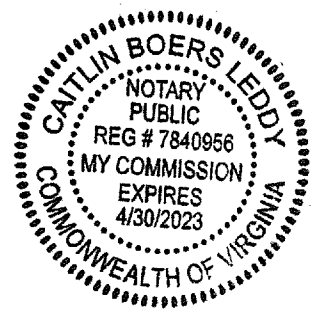
The foregoing instrument was acknowledged before me in the City/County of James City County, Virginia, this 27<sup>th</sup> day of March, 2020, by Bobbie V. Brown.

Caitlin Seabold  
Notary Public

My commission expires: 4/30/2023.

Registration number: 7840956.

[Seal]

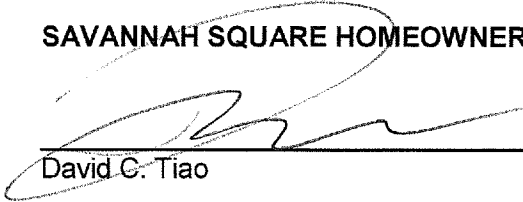


45 of 49



[COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS]

SAVANNAH SQUARE HOMEOWNER:

  
\_\_\_\_\_  
David C. Tiao

COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in the City/County of James City County Virginia, this 31<sup>st</sup> day of MARCH, 2020, by David C. Tiao.

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

My commission expires: 4/30/2023.

Registration number: 7840956.

[Seal]



46 of 49

[COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS]

SAVANNAH SQUARE HOMEOWNER:

Trevor A. Seiling  
Trevor A. Seiling

COMMONWEALTH OF ~~VIRGINIA~~ Pennsylvania  
AT LARGE, to-wit: Allegheny County

The foregoing instrument was acknowledged before me in the City/County of Allegheny, ~~Virginia~~ Pennsylvania, this 27 day of March, 2020, by Trevor A. Seiling.

Gregory S. Hughes  
Notary Public

My commission expires: 10/06/2023

Registration number: 1293713

Commonwealth of Pennsylvania - Notary Seal  
Gregory S. Hughes, Notary Public  
Allegheny County  
My commission expires October 6, 2023  
Commission number 1293713  
Member, Pennsylvania Association of Notaries

[Seal]

47 of 49

**EXHIBIT A**Lots 1-3, 6-8, 28-31, 40-43

All those certain lots, pieces or parcels of land, situate, lying and being in the County of James City, Virginia and described as "Lots 1 through 3, 6 through 8, 28 through 31 and 40 through 43," as shown on that certain plat entitled "SUBDIVISION PLAT OF NEW TOWN SECTION 2 & 4 BLOCK 11, PARCEL B, LOTS 1-10, 28-31, AND 40-43 OWNED BY G.C.R., INC. BERKELEY DISTRICT, JAMES CITY COUNTY, VIRGINIA" made by LandTech Resources, Inc., dated April 18, 2007, and revised on June 22, 2007, and recorded in the Clerk's Office as Instrument No. 070019904, to which plat reference is hereby made for a more particular description.

Lots 33-38

All those certain lots, pieces or parcels of land, situate, lying and being in the County of James City, Virginia and described as "Lots 33 through 38," as shown on that certain plat entitled "SUBDIVISION PLAT OF NEW TOWN SECTION 2 & 4 BLOCK 11, PARCEL B, LOTS 32-39 OWNED BY G.C.R., INC. BERKELEY DISTRICT, JAMES CITY COUNTY, VIRGINIA" made by LandTech Resources, Inc., dated November 14, 2007, and revised on January 30, 2008, and recorded in the Clerk's Office as Instrument No. 080006432, to which plat reference is hereby made for a more particular description.

Lots 11-12

All those certain lots, pieces or parcels of land, situate, lying and being in the County of James City, Virginia and described as "Lots 11 and 12," as shown on that certain plat entitled "SUBDIVISION PLAT OF NEW TOWN SECTION 2 & 4 BLOCK 11, PARCEL B, LOTS 11-14 OWNED BY G.C.R., INC. BERKELEY DISTRICT, JAMES CITY COUNTY, VIRGINIA" made by LandTech Resources, Inc., dated June 26, 2009, and recorded in the Clerk's Office as Instrument No. 090018827, to which plat reference is hereby made for a more particular description.

Lots 23, 26, 27 and 27A

All those certain lots, pieces or parcels of land, situate, lying and being in the County of James City, Virginia and described as "Lots 23, 26, 27 and 27A," as shown on that certain plat entitled "SUBDIVISION PLAT OF NEW TOWN SECTION 2 & 4 BLOCK 11, PARCEL B, LOTS 23-27A OWNED BY G.C.R., INC. BERKELEY DISTRICT, JAMES CITY COUNTY, VIRGINIA" made by LandTech Resources, Inc., dated January 11, 2010, and recorded in the Clerk's Office as Instrument No. 100004710, to which plat reference is hereby made for a more particular description.

Lots 16, 17, 19-22

All those certain lots, pieces, or parcels of land, situate, lying and being in the County of James City, Virginia, shown and designated as "Lots 16, 17 and 19 through 22" on that certain plat entitled "SUBDIVISION PLAT OF NEW TOWN SECTION 2 & 4, BLOCK 11, PARCEL B, LOTS 15-22 OWNED BY G.C.R., INC. BERKELEY DISTRICT, JAMES CITY COUNTY, VIRGINIA", dated July 7, 2010, revised September 22, 2010, prepared by LandTech Resources, Inc., and

Williamsburg, Virginia as Instrument Number 100025682, to which plat reference is hereby made for a more particular description.

Common Area 1, 2, and 4 and Pamelas Way, Carolyns Way, and Catherines Way

All those certain lots, pieces, or parcels of land, situate, lying and being in the County of James City, Virginia, shown and designated as "COMMON AREA 1", "COMMON AREA 2", "COMMON AREA 5", "PAMELAS WAY", "CAROLYNS WAY", and "CATHERINES WAY", on that certain plat entitled "SUBDIVISION PLAT OF NEW TOWN SECTION 2 & 4, BLOCK 11, PARCEL B, LOTS 1-10, 28-31, AND 40-43 OWNED BY G.C.R., INC. BERKELEY DISTRICT, JAMES CITY COUNTY, VIRGINIA" dated May 18, 2007, revised June 22, 2007, prepared by LandTech Resources, Inc., and duly recorded in the Circuit Court Clerk's Office for the County of James City and the City of Williamsburg, Virginia as Instrument Number 070019904, to which plat reference is hereby made for a more particular description.

Common Areas 3 and 5

All those certain lots, pieces, or parcels of land, situate, lying and being in the County of James City, Virginia, shown and designated as "COMMON AREA 3" and "COMMON AREA 5" on that certain plat entitled "SUBDIVISION PLAT OF NEW TOWN SECTION 2 & 4, BLOCK 11, PARCEL B, LOTS 15-22 OWNED BY G.C.R., INC. BERKELEY DISTRICT, JAMES CITY COUNTY, VIRGINIA", dated July 7, 2010, revised September 22, 2010, prepared by LandTech Resources, Inc., and duly recorded in the Circuit Court Clerk's Office for the County of James City and the City of Williamsburg, Virginia as Instrument Number 100025682, to which plat reference is hereby made for a more particular description.

INSTRUMENT #200004677  
 VIRGINIA: CITY OF WILLIAMSBURG & COUNTY OF JAMES CITY  
 This document was admitted to record on April 01 2020  
 at 10:26 AM. 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 |
|-----------|-----------|----------------|
| \$0.00    | \$0.00    | \$0.00         |

TESTE: MONA A. FOLEY, CLERK

BY SA

Deputy Clerk

49 of 49

Tax Map Nos: See Exhibit A Attached

Prepared by and return to:  
Tarley Robinson, PLC  
4801 Courthouse St, #122  
Williamsburg VA 23188

SUPPLEMENTAL DECLARATION OF  
PROTECTIVE COVENANTS AND RESTRICTIONS

SAVANNAH SQUARE NEIGHBORHOOD

BLOCK 11, PARCEL B

THIS SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS (this "Supplemental Declaration") is made this 8<sup>th</sup> day of October, 2020 by NEW TOWN RESIDENTIAL ASSOCIATION, INC., a Virginia non-stock corporation and a property owners association as defined by § 55.1-1800 of the Code of Virginia, to be indexed as Grantor and Grantee, NEW TOWN COMMERCIAL ASSOCIATION, a Virginia nonstock corporation, and a property owners association as defined by § 55.1-1800 of the Code of Virginia, (to be indexed as Grantor) and Nancy S. GEORGE; Molly GERARD; Rudy Christian HROVATIC & Linda Lee HROVATIC; Shirley KALASKAS; Bennie Edward LUCK, Jr. & Joy Fleshman LUCK, Trustees of the 2003 LUCK FAMILY TRUST; Steven NELSON; Lonnie Ray O'LEARY & Kathleen Elaine CLIFFORD; TANKARD GROUP, LLC; Randolph WILLIAMS, Jr. & Chiquita M. WILLIAMS; and Meng-Chih WU & Waan-Tirng GUO, (collectively the "Savannah Square Lot owners") (each to be indexed as Grantor), provides as follows:

RECITALS:

A. New Town Associates, LLC, a Virginia limited liability company, is the developer ("Developer") of New Town located in James City County, Virginia, under the Master Declaration of Protective Covenants and Restrictions dated May 19, 2004, and recorded in the Clerk's Office of the Circuit Court for the City of Williamsburg and County of James City, Virginia (the "Clerk's Office"), as Instrument Number 040013865 (the "Original Declaration").

B. By instrument entitled “Amended and Restated Master Declaration of Protective Covenants and Restrictions for New Town (Residential),” dated June 27, 2005 and recorded in the Clerk’s Office as Instrument Number 050014430 (the “Amended and Restated Declaration”), the Original Declaration was amended and restated in its entirety. The Amended and Restated Declaration, as may be hereafter amended, restated, modified or supplemented, is hereinafter referred to collectively as the “Declaration”.

C. The Declaration describes certain property subject to its terms and identifies additional property which the Developer may make subject to the Declaration (the “Additional Property”).

D. By Deed dated February 23, 2006 and recorded in the Clerk’s Office as Instrument Number 060004322, Developer conveyed to G.C.R., Inc., a Virginia corporation certain real property as more particularly described in such Deed (the “Savannah Square Property”). The Savannah Square Property constitutes part of the Additional Property but was never formally subjected to the Declaration.

E. The Savannah Square Property was subsequently subdivided into forty-four (44) residential lots, five (5) common areas and three (3) private rights of way by the recordation of subdivision plats recorded in the Clerk’s Office as Instrument Numbers 070019904, 080006432, 090018827, 100004710 and 100025682, and said lots, common areas and private rights of way constitute the Savannah Square “Neighborhood.”

F. The Savannah Square Property was not subjected to the Declaration for purposes of creating a Neighborhood and dedicating Neighborhood common areas and amenities as are anticipated by the Declaration.

G. The Savannah Square Property was erroneously subjected to that certain Master Declaration of Covenants, Easements and Restrictions for New Town Commercial Properties dated June 22, 1998 and recorded in the Clerk's Office as Instrument Number 980013868, as amended and restated by that certain Amended and Restated Master Declaration of Covenants, Easements and Restrictions for New Town Commercial Properties dated November 26, 2002, of record in the Clerk's Office as Instrument Number 020031430, which Declarations subjected the Savannah Square Property to New Town Commercial Association instead of New Town Residential Association, Inc., a Virginia corporation, which serves residential properties within New Town.

H. The Developer and certain Savannah Square Lot owners executed a Supplemental Declaration of Protective Covenants dated February 19, 2020, which declared and confirmed that the property described therein is subject to the Declaration and formally included within the Savannah Square Neighborhood and subjected it to New Town Residential Association, Inc.

I. The Developer's right to subject Additional Property to the provisions of the Declaration has expired.

J. By First Amendment to the Declaration dated June 6, 2020 and recorded in the Clerk's Office as Instrument Number 20015447, the New Town Residential Association, Inc. (the "Association") is empowered to subject Additional Property to the provisions of the Declaration with the approval of the Owner of the Property and the affirmative vote of the Association's Board of Directors.

K. The Association's Board of Directors approved the addition of the Property described on Exhibit A attached hereto (the "Subject Property") at a duly called Board meeting on October 22, 2020.

NOW, THEREFORE, the Association and the Savannah Square Lot owners hereby declare and confirm that the Subjected Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and other provisions of the Declaration which are incorporated herein by reference, and further declare that the Subjected Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and other provisions of this Supplemental Declaration.

ARTICLE I  
NEIGHBORHOOD DESIGNATION

Developer and the Savannah Square Lot owners hereby confirm and declare that the Subject Property is included within the "Savannah Square Neighborhood", a "Neighborhood" (as defined in the Declaration) of the New Town Residential Association, Inc. effective as of July 10, 2007. Any Lot not subjected shall remain subject to the New Town Commercial Association, Inc., and the Declaration identified in recital G above.

ARTICLE II  
PROPERTY SUBJECT TO THIS SUPPLEMENTAL DECLARATION

2.1 EXISTING PROPERTY. The real property that is and shall be held, transferred, sold, conveyed and occupied subject to this Supplemental Declaration consists of those certain lots, pieces or parcels of real property, together with improvements thereon, comprising the Subjected Property as more particularly described in "Exhibit A" attached hereto.

2.2 New Town Commercial Association joins in this Supplemental Declaration for purposes of consenting to its terms and releasing any and all claims, control or jurisdiction over the Subjected Property.



ARTICLE III  
NEIGHBORHOOD ASSESSMENTS

3.1 EXPENSES ATTRIBUTED TO TOWNHOME LOTS. In addition to maintaining the Neighborhood Common Areas within the Neighborhood, the Association shall provide the following services for the benefit of the Lots within the Neighborhood on an “as needed” basis (as determined by the Association’s Board of Directors), the cost of which shall be funded by the Neighborhood Assessment to be assessed pro-rata against the owners of Lots within the Neighborhood:

(a) Mowing, edging and trimming of grass within portions of Lots not located inside a fenced area.

(b) Trimming of shrubs, trees and bushes within portions of Lots not located inside a fenced area.

(c) Maintaining, repairing and replacing sidewalks and street lighting.

(d) Maintaining Variable Width ROA Drainage Easement (Inst. #070019904) and 20' ROA Drainage & Pedestrian Easement (Inst. #060004140) shown on that certain plat entitled “SUBDIVISION PLAT OF NEW TOWN SECTION 2 & 4, BLOCK 11, PARCEL B, LOTS 15-22 OWNED BY G.C.R., INC., JAMESTOWN DISTRICT, JAMES CITY COUNTY, VIRGINIA” dated July 7, 2010, revised September 22, 2010, prepared by LandTech Resources, Inc. and duly recorded in the Circuit Court Clerk’s Office for the County of James City and the City of Williamsburg, Virginia as Instrument Number 100025682 (the “Plat”).

(e) Maintaining Existing Variable Width COA Drainage Easement (Inst. #060004140) and Existing 5' COA Utility (Inst. #060004140) shown on the Plat.

3.1.6 Maintaining Pamelas Way (20' Private R/W), Carolyns Way (20' Private R/W)

and Catherines Way (20' Private R/W) shown on the Plat.

3.2 COMMENCEMENT OF NEIGHBORHOOD ASSESSMENT. The Neighborhood Assessment has commenced as provided in Section 5.5 of the Declaration.

ARTICLE IV  
PARTY WALLS

4.1 PARTY WALLS. The rights and duties of the owners with respect to party walls shall be as follows:

(a) General Rules of Law to Apply. Each wall which is built as part of the original construction of the residences (excluding fences) upon the Lots and which is placed on the dividing line between two (2) Lots so as to be common with, or immediately adjacent to and touching a wall of the residence on the other Lot (i.e., a townhouse or duplex), shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) Sharing of Repair/Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Savannah Square Lot owners who make use of the wall in proportion to such use. Any disputes over the reasonableness of the cost of such repair and maintenance shall be resolved in accordance with subsection (e) of this Article.

(c) Destruction by Fire or Other Casualty or Accident.

(i) *Causes Attributable to Neither owner*. If a party wall is destroyed by fire, casualty or accident, the cause of which is not attributable to either owner or to conditions existing on either Lot or within the residences thereon (e.g. fire caused by lightning and fire

originating on property other than either Lot; damage due to storms, floods, wind or other act of God), then the reasonable cost of the repair or reconstruction of the party wall shall be shared equally by the owners who share use of the wall. Any disputes over the reasonableness of the cost of such repair or reconstruction shall be resolved in accordance with subsection (e) of this Article.

(ii) *Causes Attributable to Conditions Existing on a Lot or Within the Residence Thereon.* If a party wall is destroyed or damaged by fire, casualty or accident, the cause of which is attributable to conditions existing on one of the Lots or within the residence thereof (e.g., fire originating in only one residence or pipes bursting in only one residence), but which is not attributable to the negligent or willful act or omission of either of the owners, then the owner of the Lot upon which such conditions existed (the "Contributing owner") shall bear the full cost of repair and restoration of the party wall. If the Contributing owner does not promptly commence efforts to repair and restore the party wall and thereafter diligently prosecute such repair and restoration to completion, then the other owner (the "Noncontributing owner") may effect such repair and restoration and either charge the cost of the same to the Contributing owner or be entitled to prompt reimbursement for same. The costs incurred by the Noncontributing owner shall constitute both the personal obligation and debt of the Contributing owner and a lien in favor of the Noncontributing owner against the Lot of the Contributing owner.

(iii) *Causes Attributable to the Fault of the owner.* If a party wall is damaged or destroyed by fire, casualty, or other causes attributable to the sole fault of either owner (e.g., the negligent or willful act or omission of either owner), then the owner at fault shall bear the full cost of repair and restoration of the party wall. If the owner at fault does not promptly commence efforts to repair and restore the party wall and thereafter diligently prosecute to completion such

repair and restoration, the owner who is not at fault (the “Innocent Owner”) may effect such repair and restoration and either charge the costs of the same plus ten percent (10%) of such cost to the owner at fault or be entitled to prompt reimbursement for same. The costs incurred by the Innocent Owner, as well as the ten percent (10%) penalty for failure to promptly initiate repair shall constitute both the personal obligation and debt of the owner at fault and a lien in favor of the Innocent Owner against the Lot of the owner at fault. The rights of the Innocent Owner provided in this subsection shall not limit, but shall be in addition to, any right of the Innocent Owner to seek and collect greater damages from the owner at fault if the damage or destruction is attributed to a willful or negligent act or omission of the owner at fault.

(d) Weatherproofing. An owner who by his negligent or willful act causes a party wall to be exposed to the elements shall bear the entire cost of furnishing the necessary protection against such elements. The owner not at fault shall enjoy all the same rights and remedies as an Innocent Owner in Section 4.1 (c) (ii) of this Article.

(e) Disputes. Upon any dispute arising concerning a party wall, any owner may seek to have such dispute resolved by the Association’s Board of Directors, by providing written notice of such intention to the other owner and the President of the Association. Unless the responding owner provides written notice to the initiating owner and the President of the Association, stating his decision not to allow the dispute to be resolved by the Board of Directors, within fourteen (14) days after the receipt of the notice from the initiating owner, the dispute shall be heard and resolved by the Board of Directors. The Board of Director’s decision (i) must be in writing, but no reason need be given; and (ii) shall be final and binding on the parties to the dispute. Any party, including the Board of Directors, may be represented by counsel in connection with the

presentation of a case before the Board of Directors. If any party to a dispute serves or has family members who serve on the Board of Directors, such party and such party's family members shall not take part in the Board of Directors' proceedings or decision with respect to such dispute. Notwithstanding the foregoing, disputes under subsections (b) or (c) (ii) of this Article shall be resolved by the Board of Directors in accordance with subsection (e) and no party may "opt-out" or avoid this procedure.

(f) Non Applicability. To the extent, but only to the extent, any provision of this Article is inconsistent with the provisions of any condominium instruments creating a condominium within New Town, the Virginia Condominium Act, or the concept of condominium ownership, such provisions shall not apply to party walls between Lots when such Lots are condominium units.

#### ARTICLE V EASEMENTS

5.1 EASEMENTS PER THE DECLARATION. The Subjected Property shall be subject to all easements and reservations set forth in the Declaration, which easements and reservations are hereby reserved and granted to Developer, the Association and such other benefitted parties referenced in the Declaration, and such easements and reservations are incorporated herein by their entirety by reference.

5.2 EASEMENTS FOR ENCROACHMENTS. Without limiting the easements set forth in Section 8.8 of the Declaration, each Lot within the Neighborhood is declared to have an easement over all adjoining Lots, Common Areas and the Neighborhood Common Areas for the purpose of accommodating any encroachment due to building overhang or projection, steps, porches and/or ramps attached to and/or serving the improvements on such Lot. The existence of such easements

for encroachment shall in no way alter the obligation of the respective owner(s) to maintain such items, nor shall the encroachment of such items onto adjoining Lots, the Common Areas and/or the Neighborhood Common Areas create or impose any obligation or liability of the Association to maintain, repair, replace or insure such items.

ARTICLE VI  
GENERAL PROVISIONS

6.1 DURATION. This Supplemental Declaration shall continue and remain in full force and effect at all times with respect to the Subjected Property and each part thereof (subject, however, to the right to amend as provided for herein and in the Declaration) for so long as the Declaration remains in full force and effect.

6.2 AMENDMENT. This Supplemental Declaration may be amended at any time in the same manner as Amendments to the Declaration. Any amendment must be recorded to become effective.

6.3 RUN WITH LAND. The covenants and restrictions of this Supplemental Declaration and the Declaration shall run with and bind the Subjected Property and the owners and occupants thereof.

6.4 SEVERABILITY. Invalidation of any one of these covenants and restrictions by judgment or court order shall not effect any other provisions, which shall remain in full force and effect.

6.5 TERMS AND DEFINITIONS. Except as expressly provided otherwise herein, the terms used herein shall have the same meaning and definition as set forth in the Declaration.

6.6 CONTRAVENTION. Nothing contained herein shall be construed as altering, amending or vacating the provisions of any ordinances of the County of James City, Virginia, or proffers of

record relating to New Town, which shall have full force and effect on all property subject to the Supplemental Declaration.

6.7 COUNTERPARTS. This Supplemental Declaration may be executed in counterparts, each of which shall be deemed an original, but all of which when taken together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Supplemental Declaration to be executed as of the day and year first above written. This Supplemental Declaration may be executed in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

(SIGNATURES APPEAR ON THE FOLLOWING PAGES)

(COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION OF  
PROTECTIVE COVENANTS AND RESTRICTIONS)

NEW TOWN RESIDENTIAL ASSOCIATION, INC.  
A Virginia nonstock corporation

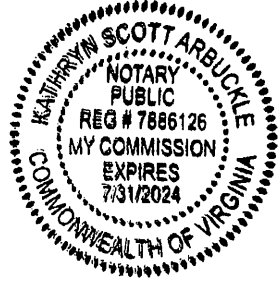
By: Charles M. Stetler  
Charles M. Stetler, President

COMMONWEALTH OF VIRGINIA  
COUNTY OF JAMES CITY, to wit:

The foregoing instrument was acknowledged before me in the above jurisdiction this 8  
day of October, 2020, by Charles M. Stetler, President of New Town Residential  
Association, Inc., a Virginia nonstock corporation, on its behalf.

My commission expires: 7/31/24

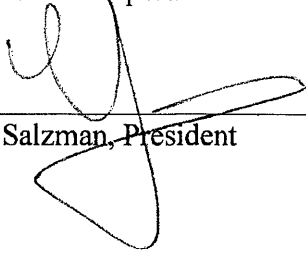
[Signature]  
Notary Public





(COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS)

NEW TOWN COMMERCIAL ASSOCIATION  
A Virginia nonstock corporation

By:   
Lawrence Salzman, President

COMMONWEALTH OF VIRGINIA  
COUNTY OF JAMES CITY, to wit:

The foregoing instrument was acknowledged before me in the above jurisdiction this 18<sup>th</sup> day of December, 2020, by Lawrence Salzman, President of New Town Commercial Association, a Virginia nonstock corporation, on its behalf.

My commission expires:

  
Notary Public



(COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS)

SAVANNAH SQUARE HOMEOWNER:

Nancy S. George  
Nancy S. George

COMMONWEALTH OF VIRGINIA  
COUNTY OF JAMES CITY, to wit:

The foregoing instrument was acknowledged before me in the above jurisdiction this 19<sup>th</sup> day of November, 2020, by Nancy S. George.

My commission expires:

[Signature]  
Notary Public



[COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS]

SAVANNAH SQUARE HOMEOWNER:

Molly Gerard  
Molly Gerard

COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit: Savannah City

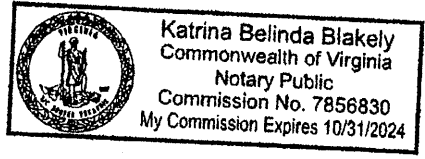
The foregoing instrument <sup>Supplemental declaration of restrictions</sup> was acknowledged before me in the City/County of Savannah City, Virginia, this 11<sup>th</sup> day of November, 2020, by Molly Gerard.

[Signature]  
Notary Public

My commission expires: 7856830

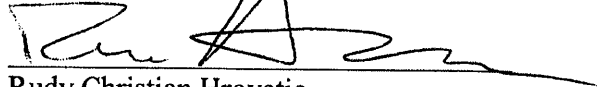
Registration number: 10/31/2024

[Seal]

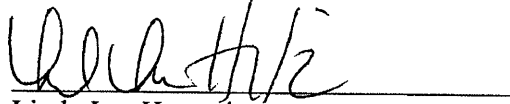


(COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS)

SAVANNAH SQUARE HOMEOWNER:



Rudy Christian Hrovatic

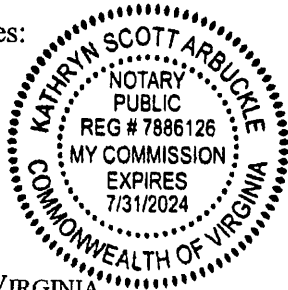


Linda Lee Hrovatic

COMMONWEALTH OF VIRGINIA  
COUNTY OF JAMES CITY, to wit:

The foregoing instrument was acknowledged before me in the above jurisdiction this 23  
day of October, 2020, by Rudy Christian Hrovatic.

My commission expires:



Notary Public

COMMONWEALTH OF VIRGINIA  
COUNTY OF JAMES CITY, to wit:

The foregoing instrument was acknowledged before me in the above jurisdiction this 23  
day of October, 2020, by Linda Lee Hrovatic.

My commission expires:



Notary Public

(COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION OF  
PROTECTIVE COVENANTS AND RESTRICTIONS)

SAVANNAH SQUARE HOMEOWNER:

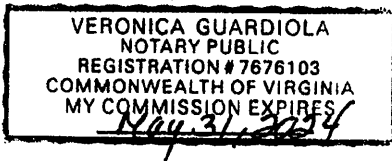
Shirley Kalaskas  
Shirley Kalaskas

COMMONWEALTH OF VIRGINIA  
COUNTY OF JAMES CITY, to wit:

The foregoing instrument was acknowledged before me in the above jurisdiction this 6th  
day of NOVEMBER, 2020, by Shirley Kalaskas.

My commission expires: May 31, 2024

Veronica Guardiola  
Notary Public



(COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS)

SAVANNAH SQUARE HOMEOWNER:



Bennie Edward Luck, Jr., Trustee of The 2003 Luck Family Trust, by Lawrence E. Luck, his Attorney-in-Fact



Joy Fleshman Luck, Trustee of The 2003 Luck Family Trust, by Lawrence E. Luck, her Attorney-in-Fact

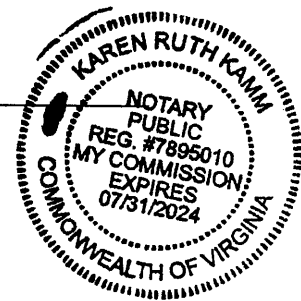
COMMONWEALTH OF VIRGINIA  
COUNTY OF JAMES CITY, to wit:

The foregoing instrument was acknowledged before me in the above jurisdiction this 23rd day of November, 2020, by Lawrence E. Luck, attorney-in-fact for Bennie Edward Luck, Jr., Trustee of The 2003 Luck Family Trust.



Notary Public

My commission expires: 7/31/2024  
Registration No.: 7895010



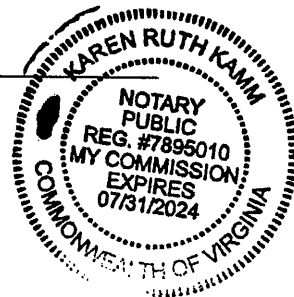
COMMONWEALTH OF VIRGINIA  
COUNTY OF JAMES CITY, to wit:

The foregoing instrument was acknowledged before me in the above jurisdiction this 23rd day of November, 2020, by Lawrence E. Luck, attorney-in-fact for Joy Fleshman Luck, Trustee of The 2003 Luck Family Trust.



Notary Public

My commission expires: 7/31/2024  
Registration No.: 7895010



(COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION OF  
PROTECTIVE COVENANTS AND RESTRICTIONS)

Received

NOV 30 2020

SAVANNAH SQUARE HOMEOWNER:

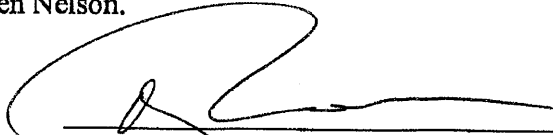
  
\_\_\_\_\_  
Steven Nelson

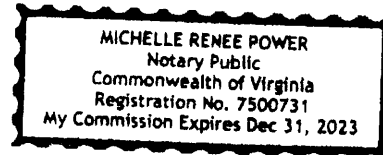
COMMONWEALTH OF VIRGINIA  
COUNTY OF JAMES CITY, to wit:

The foregoing instrument was acknowledged before me in the above jurisdiction this 23<sup>rd</sup>  
day of November, 2020, by Steven Nelson.

My commission expires:

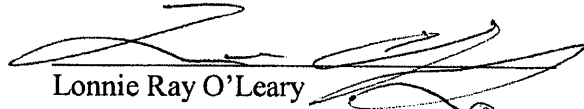
12/31/2023

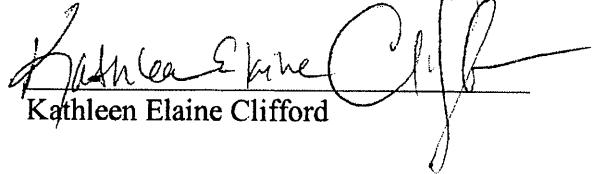
  
\_\_\_\_\_  
Notary Public



(COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS)

SAVANNAH SQUARE HOMEOWNER:

  
Lonnie Ray O'Leary

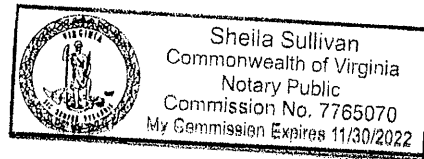
  
Kathleen Elaine Clifford

COMMONWEALTH OF VIRGINIA  
COUNTY OF JAMES CITY, to wit:

The foregoing instrument was acknowledged before me in the above jurisdiction this 1st  
day of December, 2020, by Lonnie Ray O'Leary.

My commission expires: 11/30/2022

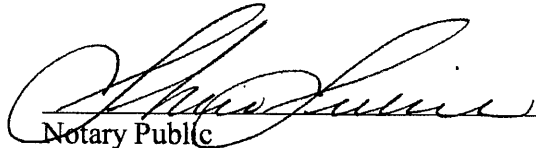
  
Notary Public

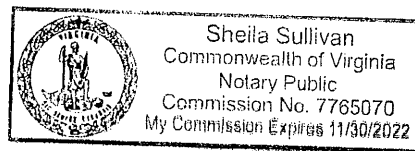


COMMONWEALTH OF VIRGINIA  
COUNTY OF JAMES CITY, to wit:

The foregoing instrument was acknowledged before me in the above jurisdiction this 1st  
day of December, 2020, by Kathleen Elaine Clifford.

My commission expires: 11/30/2022

  
Notary Public





(COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS)

SAVANNAH SQUARE HOMEOWNER:

Tankard Group, LLC

Ronald Shaler

By:

Title: co-owner

COMMONWEALTH OF VIRGINIA  
COUNTY OF JAMES CITY, to wit:

The foregoing instrument was acknowledged before me in the above jurisdiction this 27<sup>th</sup> day of October, 2020, by Ronald Shaler, the Co-Owner for Tankard Group, LLC.

My commission expires:

April 30, 2023

Brooke Ann Smith  
Notary Public

BROOKE ANN SMITH  
NOTARY PUBLIC  
REGISTRATION # 7851544  
COMMONWEALTH OF VIRGINIA  
MY COMMISSION EXPIRES  
APRIL 30, 2023

Received  
DEC 07 2020

(COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS)

SAVANNAH SQUARE HOMEOWNER:

*Randolph Williams, Jr.*  
Randolph Williams, Jr.

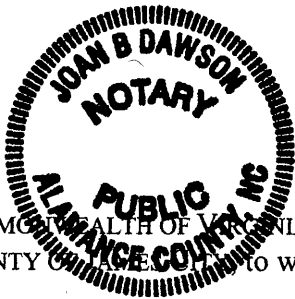
*Chiquita M. Williams*  
Chiquita M. Williams

COMMONWEALTH OF VIRGINIA  
COUNTY OF JAMES CITY, to wit:

The foregoing instrument was acknowledged before me in the above jurisdiction this 1 day of DECEMBER, 2020, by Randolph Williams, Jr..

My commission expires: 01/21/2024

JOAN B DAWSON *Joan B Dawson*  
Notary Public

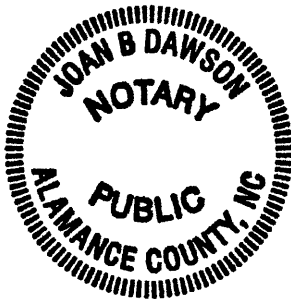


COMMONWEALTH OF VIRGINIA  
COUNTY OF JAMES CITY, to wit:

The foregoing instrument was acknowledged before me in the above jurisdiction this 1 day of DECEMBER, 2020, by Chiquita M. Williams.

My commission expires: 01/21/2024

JOAN B DAWSON *Joan B Dawson*  
Notary Public



(COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS)

SAVANNAH SQUARE HOMEOWNER:

✓ 吳孟智

Meng-Chih Wu

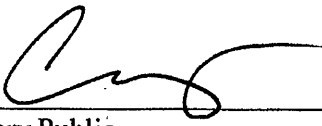
✓ 郭蕙婷

Waan-Tirng Guo

COMMONWEALTH OF VIRGINIA  
COUNTY OF JAMES CITY, to wit:

The foregoing instrument was acknowledged before me in the above jurisdiction this 19<sup>th</sup> day of November, 2020, by Meng-Chih Wu.


My commission expires:

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

COMMONWEALTH OF VIRGINIA  
COUNTY OF JAMES CITY, to wit:

The foregoing instrument was acknowledged before me in the above jurisdiction this 19<sup>th</sup> day of November, 2020, by Waan-Tirng Guo.

My commission expires:

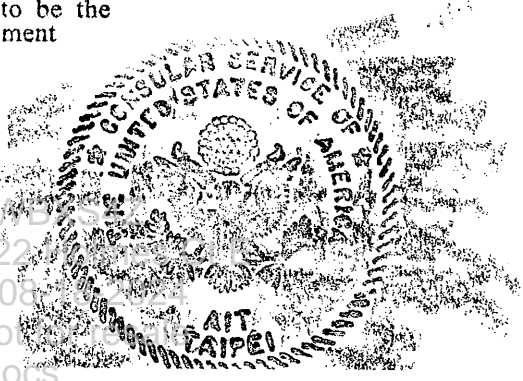
  
\_\_\_\_\_  
Notary Public

Taiwan  
City of Taipei  
American Institute in  
Taiwan, Taipei Office )  
ss:

Charles W. Ruark  
Special Notary (PL96-8)  
Duly appointed and qualified  
My commission expires: July 1, 2021

On NOV 03 2020 before me, the undersigned, personally appeared Meng-Chih Wu and Waan-Tirng Guo proved to me on the basis of satisfactory evidence to be the person whose name(s) ~~is~~ / are subscribed to this instrument and acknowledged that he / ~~she~~ / they executed it.

Order: 2WRV  
Address: 2022  
Order Date: 08  
Document no  
HomeWiseDocs



**EXHIBIT A**

**PARCEL**

**NUMBER OWNER**

**LEGAL DESCRIPTION**

|            |   |                                       |
|------------|---|---------------------------------------|
| 3823000039 | GEORGE, NANCY S                             | L-39 BLK-11 PAR-B S-2 &; S-4 NEW TOWN |
| 3823000013 | GERARD, MOLLY                               | L-13 BLK-11 PAR-B S-2 &; S-4 NEW TOWN |
| 3823000014 | HROVATIC, RUDY CHRISTIAN & LINDA LEE        | L-14 BLK-11 PAR-B S-2 &; S-4 NEW TOWN |
| 3823000004 | KALASKAS, SHIRLEY                           | L-4 BLK-11 PAR-B S-2 &; S-4 NEW TOWN  |
|            | LUCK, BENNIE EDWARD JR. TRUSTEE & JOY       | L-9 BLK-11 PAR-B S-2 &; S-4 NEW TOWN  |
| 3823000009 | FLESHMAN TRUSTEE                            | TOWN                                  |
| 3823000024 | NELSON, STEVEN                              | L-24 P-B BLK-11 S-2 &; 4 NEW TOWN     |
| 3823000032 | O'LEARY, LONNIE RAY & CLIFFORD, KATHLEEN EL | L-32 BLK-11 PAR-B S-2 &; S-4 NEW TOWN |
| 3823000025 | TANKARD GROUP LLC                           | L-25 P-B BLK-11 S-2 &; 4 NEW TOWN     |
|            |   | L-5 BLK-11 PAR-B S-2 &; S-4 NEW TOWN  |
| 3823000005 | WILLIAMS, RANDOLPH JR & CHIQUITA M          | TOWN                                  |
|            | WU, MENG-CHIH & GUO, WAAN-TIRNG             | L-18 BLK-11 PAR-B S-2 &; S-4 NEW TOWN |
| 3823000018 |   | TOWN                                  |

INSTRUMENT 200022783  
RECORDED IN THE CLERK'S OFFICE OF  
WMSBG/JAMES CITY CIRCUIT ON  
DECEMBER 30, 2020 AT 11:54 AM  
MONA A. FOLEY, CLERK  
RECORDED BY: EEO



OFFICIAL RECEIPT  
WILLIAMSBURG/JAMES CITY COUNTY CIRCUIT  
DEED RECEIPT

DATE : 12/03/2018 TIME : 10:10:44

RECEIPT # : 18000038245 TRANSACTION # : 18120300041

CASHIER : JLZ REGISTER # : B360

INSTRUMENT : 180019087 BOOK :

GRANTOR : NEW TOWN ASSOCIATES LLC

GRANTEE : ABVA DEVELOPMENT LP

RECEIVED OF : ABVA DEVELOPMENT LP

ADDRESS :

MULTI : \$24.00 CHECK/MO NUMBER : 1027

DESCRIPTION 1 : SUPPLEMENTAL PROTECTIVE COVENANTS

2 : SEC 8 PAR D PH 1 LOTS 21-32 & 99-110 NEW TOWN

CONSIDERATION : \$0.00 AVAL : \$0.00

CASE # : 830CLR180019087

FILING TYPE : DEC

RECORDED : 12/03/2018

EX : N

EX : N

PAYMENT : FULL PAYMENT

AT : 10:09

LOC : CO

PCT : 100%

PAGES : 010

OP : 0

NAMES : 0

MAP :

PIN :

| ACCOUNT CODE | DESCRIPTION                                     | PAID   |
|--------------|---|--------|
| 035          | VOF FEE   | \$1.00 |
| 106          | (TTF) TECHNOLOGY TRUST FUND FEE (CIRCUIT COURT) | \$5.00 |
| 145          | VSLF  | \$1.50 |

| ACCOUNT CODE | DESCRIPTION                   | PAID    |
|--------------|-------------------------------|---------|
| 301          | DEEDS                         | \$14.50 |
| 423          | E-RECORDING DEED PAPER FILING | \$2.00  |

TENDERED : \$ 24.00  
AMOUNT PAID : \$ 24.00

Order: 2WRWBXS4Z  
Address: 2022 Holmes Ct E  
Order Date: 08-18-2024  
Document not for resale

Prepared by/Return To:  
Kaufman & Canoles, P.C.  
4801 Courthouse Street, Suite 300  
Williamsburg, Virginia 23188  
William L. Holt VSB # 76857

Tax Parcel No.: 3820100015

## **SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS**

### **NEW TOWN SECTION 8, PARCEL D, PHASE I, LOTS 21-32 AND 99-110, AND COMMON AREAS CA-84, CA-87, AND CA-88**

THIS SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS (this "Supplemental Declaration") is made effective this 19 day of July, 2018, by **NEW TOWN ASSOCIATES, LLC**, a Virginia limited liability company ("Developer") and **ABVA DEVELOPMENT, LP**, a Virginia limited partnership ("ABVA"). [Note to Clerk: Please index both parties as "Grantor" and "Grantee".]

### **RECITALS**

R-1. New Town Associates, LLC, a Virginia limited liability company, is the Developer ("Developer") under the Master Declaration of Protective Covenants and Restrictions dated May 19, 2004, and recorded in the Clerk's Office of the Circuit Court for the City of Williamsburg and County of James City, Virginia (the "Clerk's Office"), as Instrument Number 040013865 (the "Original Declaration").

R-2. The real property submitted to covenants, restrictions, easements, charges and liens of the Original Declaration is set forth and described in Exhibit A to the Original Declaration.

R-3. By instrument entitled, "Amended and Restated Master Declaration of Protective Covenants and Restrictions for New Town (Residential)," dated June 27, 2005 and recorded in the Clerk's Office as Instrument Number 050014430 (the "Amended and Restated Declaration"), the Original Declaration was amended and restated in its entirety. The Amended and Restated Declaration, as may be hereafter amended, restated, modified or supplemented, is hereinafter referred to collectively as the "Declaration."

R-4. By deed dated December 18, 2014, and recorded in the Clerk's Office as Instrument No. 140020951, Developer conveyed to ABVA certain real property as more particularly described in such deed (the "Property").

R-5. Developer and ABVA desire to submit a certain portion of the Property (the "Subjected Property") as described in Exhibit A hereto to the covenants, restrictions, charges, liens and other provisions set forth in the Declaration and in this Supplemental Declaration. ABVA is a Parcel Developer under the Declaration and joins this instrument as the fee simple owner of the Subjected Property.

**NOW, THEREFORE**, Developer and ABVA hereby declare that the Subjected Property, or any piece or portion thereof, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and other provisions of the Declaration, which are incorporated herein by reference; and further declares that the Subjected Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and other provisions of this Supplemental Declaration.

#### **Article I. NEIGHBORHOOD DESIGNATION**

The Subjected Property is hereby designated a "Neighborhood" (as defined in the Declaration) of the New Town Residential Association, Inc. (the "Association"), and shall be known as the "Section 8, Parcel D Neighborhood" (commonly known as "Shirley Park").

#### **Article II. PROPERTY SUBJECT TO THIS SUPPLEMENTAL DECLARATION**

Section 2.1 Existing Property. The real property that is and shall be held, transferred, sold, conveyed, and occupied subject to this Supplemental Declaration consists of the lots, pieces or parcels of real property, together with improvements thereon, comprising the Subjected Property as more particularly described in Exhibit A attached hereto.

Section 2.2 Additions to Existing Property. All or any portions of the Additional Area as defined in the Declaration, together with improvements thereon and easements, rights and appurtenances thereunto belonging or appertaining may be added to the Neighborhood by Developer, without the consent of the Owner(s) (other than such Owner(s), if any, who hold record title to the real property being added), by recording an amendment to this Supplemental Declaration or a separate Supplemental Declaration.

### **Article III. NEIGHBORHOOD COMMON AREA DESIGNATIONS**

Section 3.1 Neighborhood Common Areas. The following areas are hereby designated "Neighborhood Common Areas," as defined in the Declaration:

Those certain areas shown and labeled as "CA-84 72,084 S.F. 1.655 AC.," "CA-87 14,500 S.F. 0.333 AC.," "CA-88 11,583 S.F. 0.266 AC." and the private street shown and labeled as "STETTINIUS TRAIL (24' PRIVATE R/W)", on that certain plat entitled "PLAT OF SUBDIVISION SECTION 8, PARCEL D, PHASE I NEW TOWN LOTS 21-32 AND 99-110, CA-84, CA-87 AND CA-88 OWNED BY ABVA DEVELOPMENT, LP JAMESTOWN DISTRICT, JAMES CITY COUNTY, VIRGINIA" prepared by AES Consulting Engineers, dated April 23, 2018, and recorded in the Clerk's Office contemporaneously herewith (the "Plat"), to which reference is hereby made for a more particular description.

### **Article IV. NEIGHBORHOOD ASSESSMENTS**

Section 4.1 Expenses Attributed to Lots. In addition to maintaining the Neighborhood Common Areas within the Neighborhood, the Association shall provide the following services for the benefit of the Lots within the Neighborhood on an "as needed" basis (as determined by the Association's Board of Directors), the cost of which shall be funded by the Neighborhood Assessment to be assessed pro-rata against the Owners of Lots within the Neighborhood:

- (a) Mowing, edging and trimming of grass within portions of Lots not located inside a fenced area.
- (b) Trimming of shrubs, trees and bushes within portions of Lots not located inside a fenced area.
- (c) Maintaining, repairing and replacing sidewalks and street lighting.
- (d) Maintaining the "20' MAINTENANCE & ACCESS EASEMENT," "30' WIDE JCSA URBAN UTILITY EASEMENT & BMP ACCESS EASEMENT," "VARIABLE WIDTH DRAINAGE EASEMENT," "VARIABLE WIDTH JCSA SHARED URBAN UTILITY EASEMENT," "5' WIDE ROA EASEMENT," "5' WIDE RESIDENTIAL OWNER'S ASSOCIATION EASEMENT," "15' DRAINAGE EASEMENT," and "VARIABLE WIDTH SIGHT EASEMENT" all as shown on the Plat.
- (e) Maintaining "STETTINIUS TRAIL (24' PRIVATE R/W)".

Section 4.2 Commencement of Neighborhood Assessment. The Neighborhood Assessment shall commence as provided in Section 5.5 of the Declaration.



## Article V. PARTY WALLS

Section 5.1 Party Walls. The rights and duties of the Owners with respect to party walls shall be as follows:

(a) General Rules of Law to Apply. Each wall which is built as a part of the original construction of the residences (excluding fences) upon the Lots and which is placed on the dividing line between two (2) Lots so as to be common with, or immediately adjacent to and touching a wall of the residence on the other Lot (i.e., a townhouse or duplex), shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) Sharing of Repair / Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners who make use of the wall in proportion to such use. Any disputes over the reasonableness of the cost of such repair and maintenance shall be resolved in accordance with subsection (e) of this Article.

(c) Destruction by Fire or Other Casualty or Accident.

(i) Causes Attributable to Neither Owner. If a party wall is destroyed by fire, casualty or accident, the cause of which is not attributable to either Owner or to conditions existing on either Lot or within the residences thereon (e.g., fire caused by lightning and fire originating on property other than either Lot; damage due to storms, floods, wind or other acts of God), then the reasonable cost of the repair or reconstruction of the party wall shall be shared equally by the Owners who share use of the wall. Any disputes over the reasonableness of the cost of such repair or reconstruction shall be resolved in accordance with subsection (e) of this Article.

(ii) Causes Attributable to Conditions Existing on a Lot or Within the Residence Thereon. If a party wall is destroyed or damaged by fire, casualty or accident, the cause of which is attributable to conditions existing on one of the Lots or within the residence thereof (e.g., fire originating in only one residence or pipes bursting in only one residence), but which is not attributable to the negligent or willful act or omission of either of the Owners, then the Owner of the Lot upon which such conditions existed (the "Contributing Owner") shall bear the full cost of repair and restoration of the party wall. If the Contributing Owner does not promptly commence efforts to repair and restore the party wall and thereafter diligently prosecute such

repair and restoration to completion, then the other Owner (the "Noncontributing Owner") may effect such repair and restoration and either charge the cost of the same to the Contributing Owner or be entitled to prompt reimbursement for same. The costs incurred by the Noncontributing Owner shall constitute both the personal obligation and debt of the Contributing Owner and a lien in favor of the Noncontributing Owner against the Lot of the Contributing Owner.

(iii) Causes Attributable to the Fault of the Owner. If a party wall is damaged or destroyed by fire, casualty, or other causes attributable to the sole fault of either Owner (e.g., the negligent or willful act or omission of either Owner), then the Owner at fault shall bear the full cost of repair and restoration of the party wall. If the Owner at fault does not promptly commence efforts to repair and restore the party wall and thereafter diligently prosecute to completion such repair and restoration, the Owner who is not at fault (the "Innocent Owner") may effect such repair and restoration and either charge the costs of the same plus ten percent (10%) of such cost to the Owner at fault or be entitled to prompt reimbursement for same. The costs incurred by the Innocent Owner, as well as the ten percent (10%) penalty for failure to promptly initiate repair shall constitute both the personal obligation and debt of the Owner at fault and a lien in favor of the Innocent Owner against the Lot of the Owner at fault. The rights of the Innocent Owner provided in this subsection shall not limit, but shall be in addition to, any right of the Innocent Owner to seek and collect greater damages from the Owner at fault if the damage or destruction is attributed to a willful or negligent act or omission of the Owner at fault.

(d) Weatherproofing. An Owner who by his negligent or willful act causes a party wall to be exposed to the elements shall bear the entire cost of furnishing the necessary protection against such elements. The Owner not at fault shall enjoy all the same rights and remedies as an Innocent Owner in Subsection (c)(iii) of this Article.

(e) Disputes. Upon any dispute arising concerning a party wall, any Owner may seek to have such dispute resolved by the Association's Board of Directors, by providing written notice of such intention to the other Owner and the President of the Association. Unless the responding Owner provides written notice to the initiating Owner and the President of the Association, stating his decision not to allow the dispute to be resolved by the Board of Directors, within fourteen (14) days after the receipt of the notice from the initiating Owner, the dispute shall be heard and resolved by the Board of Directors. The Board of Director's decision (i) must be in writing, but no reason need be given, and (ii) shall be final and binding on the parties to the dispute. Any party, including the Board of Directors, may be represented by counsel in connection

with the presentation of a case before the Board of Directors. If any party to a dispute serves or has family members who serve on the Board of Directors, such party and such party's family members shall not take part in the Board of Directors' proceedings or decision with respect to such dispute. Notwithstanding the foregoing, disputes under Subsection (b) or Subsection (c)(ii) of this Article shall be resolved by the Board of Directors in accordance with the Subsection (e) and no party may "opt-out" or avoid this procedure.

(f) Non Applicability. To the extent, but only to the extent, any provision of this Article is inconsistent with the provisions of any condominium instruments creating a condominium within New Town, the Virginia Condominium Act, or the concept of condominium ownership, such provisions shall not apply to party walls between Lots when such Lots are condominium units.

## **Article VI. EASEMENTS**

Section 6.1 Easements Per the Declaration. The Subjected Property shall be subject to all easements and reservations set forth in the Declaration, which easements and reservations are hereby reserved and granted to Developer, the Association and such other benefited parties referenced in the Declaration, and such easements and reservations are incorporated herein in their entirety by reference.

Section 6.2 Power of Attorney Reserved. There shall be and is hereby reserved to the Developer and its successors and assigns, a Power of Attorney with respect to the Subjected Property, to grant easements required by any governmental agency or authority in connection with the release of public improvement bonds or the acceptance of streets for public maintenance. This Power of Attorney shall continue for a period of sixty (60) months from the date hereof, or until (i) the earlier release of all public improvement bonds and (ii) the earlier acceptance of all streets that have been designated to be dedicated to the municipality for public maintenance concerning the Subjected Property.

Section 6.3 Easements for Encroachments. Without limiting the easements set forth in Section 8.8 of the Declaration, each Lot within the Neighborhood is declared to have an easement over all adjoining Lots, Common Areas and the Neighborhood Common Areas for the purpose of accommodating any encroachment due to building overhang or projection, steps, porches and/or ramps attached to and/or serving the improvements on such Lot. The existence of such easements for encroachment shall in no way alter the obligation of the respective Owner(s) to

maintain such items, nor shall the encroachment of such items onto adjoining Lots, the Common Areas and/or the Neighborhood Common Areas create or impose any obligation or liability of the Association to maintain, repair, replace or insure such items.

## **Article VII. GENERAL PROVISIONS**

Section 7.1 Duration. This Supplemental Declaration shall continue and remain in full force and effect at all times with respect to the Subjected Property and each part thereof (subject, however, to the right to amend as provided for herein and in the Declaration) for so long as the Declaration remains in full force and effect.

Section 7.2 Amendment. This Supplemental Declaration may be amended at any time in the same manner as Amendments to the Declaration. Any amendment must be recorded to become effective.

Section 7.3 Run with Land. The covenants and restrictions of this Supplemental Declaration and the Declaration shall run with and bind the Subjected Property and the Owners and Occupants thereof.

Section 7.4 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions, which shall remain in full force and effect.

Section 7.5 Terms and Definitions. Except as expressly provided otherwise herein, the terms used herein shall have the same meaning and definition as set forth in the Declaration.

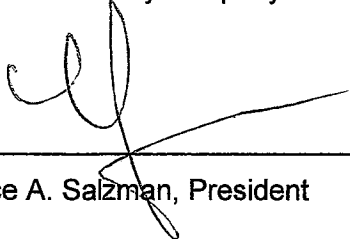
Section 7.6 Contravention. Nothing contained herein shall be construed as altering, amending or vacating the provisions of the ordinances of the County of James City, Virginia, which shall have full force and effect on all property subject to the Supplemental Declaration.

**IN WITNESS WHEREOF**, the undersigned have caused this Supplemental Declaration to be executed as of the day and year first above written. This Supplemental Declaration may be executed in two or more counterparts and by facsimile, each of which shall be an original and all of which together shall constitute one and the same instrument.

***[SIGNATURES APPEAR ON THE FOLLOWING PAGES]***

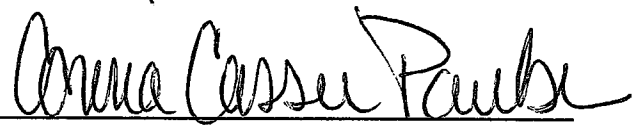
[COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION]

**NEW TOWN ASSOCIATES, LLC,**  
a Virginia limited liability company

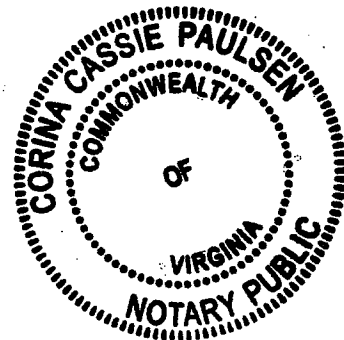
By:   
\_\_\_\_\_  
Lawrence A. Salzman, President

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

The foregoing instrument was acknowledged before me in the County of James City, Virginia, this 19 day of July, 2018, by Lawrence A. Salzman, as President of New Town Associates, LLC, a Virginia limited liability company, on its behalf.

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

My commission expires: 7-31-2020  
Registration number: 7199694



[COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION]

ABVA DEVELOPMENT, LP,  
a Virginia limited partnership

By: NALD, LLC  
General Partner

By: [Signature]

Name: Kenneth L. Allen

Title: Manager

COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in the County of James City, Virginia, this 17 day of July, 2018, by Kenneth L. Allen as manager, of ABVA Development, LP, a Virginia limited partnership, on its behalf.

[Signature]  
Notary Public



My commission expires: 07-31-2019

Registration number: 7118281

**EXHIBIT A**

**Legal Description of Subjected Property**

**Section 8, Parcel D, Phase I, Lots 21-32 and 99-110, CA-84, CA-87 and CA-88**

All those certain lots, pieces or parcels of land, situate, lying and being in James City County, Virginia, shown and designated as Lots "21", "22", "23", "24", "25", "26", "27", "28", "29", "30", "31", "32", "99", "100", "101", "102", "103", "104", "105", "106", "107", "108", "109", "110"; and "CA-84", "CA-87", and "CA-88"; and "STETTINIUS TRAIL (24- PRIVATE RW)", as shown on that certain plat entitled "PLAT OF SUBDIVISION SECTION 8, PARCEL D, PHASE I NEW TOWN LOTS 21-32 AND 99-110, CA-84, CA-87 AND CA-88 OWNED BY ABVA DEVELOPMENT, LP JAMESTOWN DISTRICT, JAMES CITY COUNTY, VIRGINIA" prepared by AES Consulting Engineers, dated April 23, 2018, and duly recorded in the Circuit Court Clerk's Office for the County of James City and the City of Williamsburg, Virginia as Instrument No. \_\_\_\_\_, to which plat reference is hereby made for a more particular description.

INSTRUMENT 180019087  
RECORDED IN THE CLERK'S OFFICE OF  
WMSBG/JAMES CITY CIRCUIT ON  
DECEMBER 3, 2018 AT 10:09 AM  
MONA A. FOLEY, CLERK  
RECORDED BY: JLZ

Prepared by/Return To:  
Kaufman & Canoles, P.C.  
4801 Courthouse Street, Suite 300  
Williamsburg, Virginia 23188  
William L. Holt VSB # 76857

Tax Parcel No.: 3820100015

**SUPPLEMENTAL DECLARATION OF  
PROTECTIVE COVENANTS AND RESTRICTIONS**

**NEW TOWN SECTION 8, PARCEL D, PHASE II, LOTS 1-20 AND 79-98, AND COMMON  
AREAS CA-81, CA-82, CA-83, CA-90 AND CA-91**

THIS SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS (this "Supplemental Declaration") is made effective this 25<sup>TH</sup> day of February ~~2019~~ <sup>2020</sup>, by NEW TOWN ASSOCIATES, LLC, a Virginia limited liability company ("Developer") and ABVA DEVELOPMENT, LP, a Virginia limited partnership ("ABVA"). [Note to Clerk: Please index both parties as "Grantor" and "Grantee".]

**RECITALS**

R-1. New Town Associates, LLC, a Virginia limited liability company, is the Developer ("Developer") under the Master Declaration of Protective Covenants and Restrictions dated May 19, 2004, and recorded in the Clerk's Office of the Circuit Court for the City of Williamsburg and County of James City, Virginia (the "Clerk's Office"), as Instrument Number 040013865 (the "Original Declaration").

R-2. The real property submitted to covenants, restrictions, easements, charges and liens of the Original Declaration is set forth and described in Exhibit A to the Original Declaration.

R-3. By instrument entitled, "Amended and Restated Master Declaration of Protective Covenants and Restrictions for New Town (Residential)," dated June 27, 2005 and recorded in the Clerk's Office as Instrument Number 050014430 (the "Amended and Restated Declaration"), the Original Declaration was amended and restated in its entirety. The Amended and Restated Declaration, as may be hereafter amended, restated, modified or supplemented, is hereinafter referred to collectively as the "Declaration."



R-4. By deed dated December 18, 2014, and recorded in the Clerk's Office as Instrument No. 140020951, Developer conveyed to ABVA certain real property as more particularly described in such deed (the "Property").

R-5. Developer and ABVA desire to submit a certain portion of the Property (the "Subjected Property") as described in Exhibit A hereto to the covenants, restrictions, charges, liens and other provisions set forth in the Declaration and in this Supplemental Declaration. ABVA is a Parcel Developer under the Declaration and joins this instrument as the fee simple owner of the Subjected Property.

**NOW, THEREFORE**, Developer and ABVA hereby declare that the Subjected Property, or any piece or portion thereof, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and other provisions of the Declaration, which are incorporated herein by reference; and further declares that the Subjected Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and other provisions of this Supplemental Declaration.

#### **Article I. NEIGHBORHOOD DESIGNATION**

The Subjected Property is hereby designated a "Neighborhood" (as defined in the Declaration) of the New Town Residential Association, Inc. (the "Association"), and shall be known as the "Section 8, Parcel D Neighborhood" (commonly known as "Shirley Park").

#### **Article II. PROPERTY SUBJECT TO THIS SUPPLEMENTAL DECLARATION**

Section 2.1 Existing Property. The real property that is and shall be held, transferred, sold, conveyed, and occupied subject to this Supplemental Declaration consists of the lots, pieces or parcels of real property, together with improvements thereon, comprising the Subjected Property as more particularly described in Exhibit A attached hereto.

Section 2.2 Additions to Existing Property. All or any portions of the Additional Area as defined in the Declaration, together with improvements thereon and easements, rights and appurtenances thereunto belonging or appertaining may be added to the Neighborhood by Developer, without the consent of the Owner(s) (other than such Owner(s), if any, who hold record title to the real property being added), by recording an amendment to this Supplemental Declaration or a separate Supplemental Declaration.

**Article III. NEIGHBORHOOD COMMON AREA DESIGNATIONS**

Section 3.1 Neighborhood Common Areas. The following areas are hereby designated "Neighborhood Common Areas," as defined in the Declaration:

Those certain areas shown and labeled as "CA-81 6,056 S.F. 0.139 AC.," "CA-82 6,312 S.F. 0.145 AC.," "CA-83 16,263 S.F. 0.373 AC.," "CA-90 2,935 S.F. 0.067 AC.," "CA-91 7,398 S.F. 0.170 AC." and the private streets shown and labeled as "HOLMES COURT EAST (VARIABLE WIDTH PRIVATE RW)", "HOLMES COURT WEST (VARIABLE WIDTH PRIVATE RW) on that certain plat entitled "PLAT OF SUBDIVISION SECTION 8, PARCEL D, PHASE II NEW TOWN LOTS 1-20 AND 79-98, CA-81, CA-82, CA-83, CA-90 AND CA-91 OWNED BY ABVA DEVELOPMENT, LP JAMESTOWN DISTRICT, JAMES CITY COUNTY, VIRGINIA" prepared by AES Consulting Engineers, dated June 17, 2019, and recorded in the Clerk's Office contemporaneously herewith (the "Plat"), to which reference is hereby made for a more particular description.

**Article IV. NEIGHBORHOOD ASSESSMENTS**

Section 4.1 Expenses Attributed to Lots. In addition to maintaining the Neighborhood Common Areas within the Neighborhood, the Association shall provide the following services for the benefit of the Lots within the Neighborhood on an "as needed" basis (as determined by the Association's Board of Directors), the cost of which shall be funded by the Neighborhood Assessment to be assessed pro-rata against the Owners of Lots within the Neighborhood:

- (a) Mowing, edging and trimming of grass within portions of Lots not located inside a fenced area.
- (b) Trimming of shrubs, trees and bushes within portions of Lots not located inside a fenced area.
- (c) Maintaining, repairing and replacing sidewalks and street lighting.
- (d) Maintaining the "30' WIDE SHARED URBAN UTILITY EASEMENT HEREBY CONVEYED TO JCSA," "24' WIDE SHARED URBAN UTILITY EASEMENT HEREBY CONVEYED TO JCSA," "30' WIDE SHARED URBAN UTILITY EASEMENT HEREBY CONVEYED TO JCSA," "EX. 5' WIDE RESIDENTIAL OWNER'S ASSOCIATION EASEMENT," "30' WIDE SHARED URBAN UTILITY EASEMENT HEREBY CONVEYED TO JCSA," "59' WIDE SHARED URBAN UTILITY EASEMENT HEREBY CONVEYED TO JCSA," "26' WIDE SHARED URBAN UTILITY EASEMENT HEREBY CONVEYED TO JCSA," "58' WIDE SHARED URBAN UTILITY EASEMENT HEREBY CONVEYED TO JCSA," "EX. 20' ACCESS AND VARIABLE WIDTH BMP

MAINTENANCE EASEMENT," "EX. 15' WIDE DRAINAGE EASEMENT," "VARIABLE WIDTH SIGHT EASEMENT FOR PUBLIC USE," "EX. 5' WIDE RESIDENTIAL OWNER'S ASSOCIATION EASEMENT," and "54' WIDE SHARED URBAN UTILITY EASEMENT HEREBY CONVEYED TO JCSA," all as shown on the Plat.

(e) Maintaining "HOLMES COURT EAST (VARIABLE WIDTH PRIVATE RW)" and "HOLMES COURT WEST (VARIABLE WIDTH PRIVATE RW)".

Section 4.2 Commencement of Neighborhood Assessment. The Neighborhood Assessment shall commence as provided in Section 5.5 of the Declaration.

## Article V. PARTY WALLS

Section 5.1 Party Walls. The rights and duties of the Owners with respect to party walls shall be as follows:

(a) General Rules of Law to Apply. Each wall which is built as a part of the original construction of the residences (excluding fences) upon the Lots and which is placed on the dividing line between two (2) Lots so as to be common with, or immediately adjacent to and touching a wall of the residence on the other Lot (i.e., a townhouse or duplex), shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) Sharing of Repair / Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners who make use of the wall in proportion to such use. Any disputes over the reasonableness of the cost of such repair and maintenance shall be resolved in accordance with subsection (e) of this Article.

(c) Destruction by Fire or Other Casualty or Accident.

(i) Causes Attributable to Neither Owner. If a party wall is destroyed by fire, casualty or accident, the cause of which is not attributable to either Owner or to conditions existing on either Lot or within the residences thereon (e.g., fire caused by lightning and fire originating on property other than either Lot; damage due to storms, floods, wind or other acts of God), then the reasonable cost of the repair or reconstruction of the party wall shall be shared equally by the Owners who share use of the wall. Any disputes over the reasonableness of the cost of such repair or reconstruction shall be resolved in accordance with subsection (e) of this Article.

(ii) Causes Attributable to Conditions Existing on a Lot or Within the Residence Thereon. If a party wall is destroyed or damaged by fire, casualty or accident, the cause of which is attributable to conditions existing on one of the Lots or within the residence thereof (e.g., fire originating in only one residence or pipes bursting in only one residence), but which is not attributable to the negligent or willful act or omission of either of the Owners, then the Owner of the Lot upon which such conditions existed (the "Contributing Owner") shall bear the full cost of repair and restoration of the party wall. If the Contributing Owner does not promptly commence efforts to repair and restore the party wall and thereafter diligently prosecute such repair and restoration to completion, then the other Owner (the "Noncontributing Owner") may effect such repair and restoration and either charge the cost of the same to the Contributing Owner or be entitled to prompt reimbursement for same. The costs incurred by the Noncontributing Owner shall constitute both the personal obligation and debt of the Contributing Owner and a lien in favor of the Noncontributing Owner against the Lot of the Contributing Owner.

(iii) Causes Attributable to the Fault of the Owner. If a party wall is damaged or destroyed by fire, casualty, or other causes attributable to the sole fault of either Owner (e.g., the negligent or willful act or omission of either Owner), then the Owner at fault shall bear the full cost of repair and restoration of the party wall. If the Owner at fault does not promptly commence efforts to repair and restore the party wall and thereafter diligently prosecute to completion such repair and restoration, the Owner who is not at fault (the "Innocent Owner") may effect such repair and restoration and either charge the costs of the same plus ten percent (10%) of such cost to the Owner at fault or be entitled to prompt reimbursement for same. The costs incurred by the Innocent Owner, as well as the ten percent (10%) penalty for failure to promptly initiate repair shall constitute both the personal obligation and debt of the Owner at fault and a lien in favor of the Innocent Owner against the Lot of the Owner at fault. The rights of the Innocent Owner provided in this subsection shall not limit, but shall be in addition to, any right of the Innocent Owner to seek and collect greater damages from the Owner at fault if the damage or destruction is attributed to a willful or negligent act or omission of the Owner at fault.

(d) Weatherproofing. An Owner who by his negligent or willful act causes a party wall to be exposed to the elements shall bear the entire cost of furnishing the necessary protection against such elements. The Owner not at fault shall enjoy all the same rights and remedies as an Innocent Owner in Subsection (c)(iii) of this Article.

(e) Disputes. Upon any dispute arising concerning a party wall, any Owner may seek to have such dispute resolved by the Association's Board of Directors, by providing written notice of such intention to the other Owner and the President of the Association. Unless the responding Owner provides written notice to the initiating Owner and the President of the Association, stating his decision not to allow the dispute to be resolved by the Board of Directors, within fourteen (14) days after the receipt of the notice from the initiating Owner, the dispute shall be heard and resolved by the Board of Directors. The Board of Director's decision (i) must be in writing, but no reason need be given, and (ii) shall be final and binding on the parties to the dispute. Any party, including the Board of Directors, may be represented by counsel in connection with the presentation of a case before the Board of Directors. If any party to a dispute serves or has family members who serve on the Board of Directors, such party and such party's family members shall not take part in the Board of Directors' proceedings or decision with respect to such dispute. Notwithstanding the foregoing, disputes under Subsection (b) or Subsection (c)(ii) of this Article shall be resolved by the Board of Directors in accordance with the Subsection (e) and no party may "opt-out" or avoid this procedure.

(f) Non Applicability. To the extent, but only to the extent, any provision of this Article is inconsistent with the provisions of any condominium instruments creating a condominium within New Town, the Virginia Condominium Act, or the concept of condominium ownership, such provisions shall not apply to party walls between Lots when such Lots are condominium units.

## **Article VI. EASEMENTS**

Section 6.1 Easements Per the Declaration. The Subjected Property shall be subject to all easements and reservations set forth in the Declaration, which easements and reservations are hereby reserved and granted to Developer, the Association and such other benefited parties referenced in the Declaration, and such easements and reservations are incorporated herein in their entirety by reference.

Section 6.2 Power of Attorney Reserved. There shall be and is hereby reserved to the Developer and its successors and assigns, a Power of Attorney with respect to the Subjected Property, to grant easements required by any governmental agency or authority in connection with the release of public improvement bonds or the acceptance of streets for public maintenance. This Power of Attorney shall continue for a period of sixty (60) months from the date hereof, or until (i) the earlier release of all public improvement bonds and (ii) the earlier acceptance

of all streets that have been designated to be dedicated to the municipality for public maintenance concerning the Subjected Property.

Section 6.3 Easements for Encroachments. Without limiting the easements set forth in Section 8.8 of the Declaration, each Lot within the Neighborhood is declared to have an easement over all adjoining Lots, Common Areas and the Neighborhood Common Areas for the purpose of accommodating any encroachment due to building overhang or projection, steps, porches and/or ramps attached to and/or serving the improvements on such Lot. The existence of such easements for encroachment shall in no way alter the obligation of the respective Owner(s) to maintain such items, nor shall the encroachment of such items onto adjoining Lots, the Common Areas and/or the Neighborhood Common Areas create or impose any obligation or liability of the Association to maintain, repair, replace or insure such items.

#### **Article VII. GENERAL PROVISIONS**

Section 7.1 Duration. This Supplemental Declaration shall continue and remain in full force and effect at all times with respect to the Subjected Property and each part thereof (subject, however, to the right to amend as provided for herein and in the Declaration) for so long as the Declaration remains in full force and effect.

Section 7.2 Amendment. This Supplemental Declaration may be amended at any time in the same manner as Amendments to the Declaration. Any amendment must be recorded to become effective.

Section 7.3 Run with Land. The covenants and restrictions of this Supplemental Declaration and the Declaration shall run with and bind the Subjected Property and the Owners and Occupants thereof.

Section 7.4 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions, which shall remain in full force and effect.

Section 7.5 Terms and Definitions. Except as expressly provided otherwise herein, the terms used herein shall have the same meaning and definition as set forth in the Declaration.

Section 7.6 Contravention. Nothing contained herein shall be construed as altering, amending or vacating the provisions of the ordinances of the County of James City, Virginia, which shall have full force and effect on all property subject to the Supplemental Declaration.

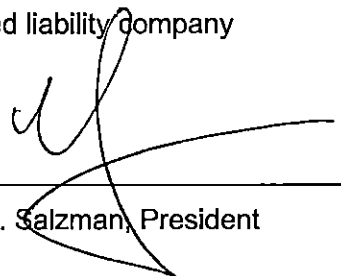
**IN WITNESS WHEREOF**, the undersigned have caused this Supplemental Declaration to be executed as of the day and year first above written. This Supplemental Declaration may be executed in two or more counterparts and by facsimile, each of which shall be an original and all of which together shall constitute one and the same instrument.

***[SIGNATURES APPEAR ON THE FOLLOWING PAGES]***

[COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION]

**NEW TOWN ASSOCIATES, LLC,**  
a Virginia limited liability company

By: \_\_\_\_\_  
Lawrence A. Salzman, President



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

The foregoing instrument was acknowledged before me in the County of James City, Virginia, this 27<sup>th</sup> day of February, ~~2019~~ <sup>2020</sup>, by Lawrence A. Salzman, as President of New Town Associates, LLC, a Virginia limited liability company, on its behalf.

Caitlin Leddy  
Notary Public

My commission expires: 4/30/2023  
Registration number: 7840956





[COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION]

ABVA DEVELOPMENT, LP,

a Virginia limited partnership

By: NALD, LLC, General Partner

By: [Signature]

Name: Kenneth L. Allen

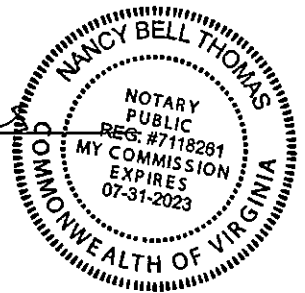
Title: Manager

COMMONWEALTH OF VIRGINIA

AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in the County of James City, Virginia, this 25 day of February ~~2019~~ <sup>2020</sup>, by Kenneth L. Allen as manager, of ABVA Development, LP, a Virginia limited partnership, on its behalf.

[Signature]  
Notary Public



My commission expires: 07-31-2023

Registration number: 7118281

17715215v2  
17715215v2

**EXHIBIT A**

Legal Description of Subjected Property

Section 8, Parcel D, Phase II, Lots 1-20 and 79-98, CA-81, CA-82, CA-83, CA-90 and CA-91

All those certain lots, pieces or parcels of land, situate, lying and being in James City County, Virginia, shown and designated as Lots "1", "2", "3", "4", "5", "6", "7", "8", "9", "10", "11", "12", "13", "14", "15", "16", "17", "18", "19", "20", "79", "80", "81", "82", "83", "84", "85", "86", "87", "88", "89", "90", "91", "92", "93", "94", "95", "96", "97", "98"; and "CA-81", "CA-82", "CA-83", "CA-90" and "CA-91"; and "HOLMES COURT EAST (VARIABLE WIDTH PRIVATE RW)", "HOLMES COURT WEST (VARIABLE WIDTH PRIVATE RW)", as shown on that certain plat entitled "PLAT OF SUBDIVISION SECTION 8, PARCEL D, PHASE II NEW TOWN LOTS 1-20 AND 79-98, CA-81, CA-82, CA-83, CA-90 AND CA-91 OWNED BY ABVA DEVELOPMENT, LP JAMESTOWN DISTRICT, JAMES CITY COUNTY, VIRGINIA" prepared by AES Consulting Engineers, dated June 17, 2019, and duly recorded in the Circuit Court Clerk's Office for the County of James City and the City of Williamsburg, Virginia as Instrument No. 200003850, to which plat reference is hereby made for a more particular description.

INSTRUMENT 200003851  
RECORDED IN THE CLERK'S OFFICE OF  
WMSBG/JAMES CITY CIRCUIT ON  
MARCH 13, 2020 AT 11:02 AM  
MONA A. FOLEY, CLERK  
RECORDED BY: JLZ

17715215v2

Order: 2WRWBXS4Z  
Address: 2022 Holmes Ct E  
Order Date: 08-18-2024  
Document not for resale  
HomeWiseDocs

140004601

Prepared by/Return to:  
Gregory R. Davis, Esq. (VSB 28248)  
Kaufman & Canoles  
4801 Courthouse Street, Suite 300  
Williamsburg, VA 23188

Tax Parcel Numbers: Portions of 3843300002B  
3843300001C

**SUPPLEMENTAL DECLARATION**

**(Removing Portion of Settler's Market Property from New Town Commercial Association)**

THIS SUPPLEMENTAL DECLARATION is made this 17<sup>th</sup> day of March, 2014, by **NEW TOWN ASSOCIATES, LLC**, a Virginia limited liability company, which is the successor "Declarant" to C.C. Casey Limited Company, a Virginia limited liability company; **NEW TOWN COMMERCIAL ASSOCIATION**, a Virginia non-stock corporation ("NTCA"); and **ME SETTLERS, LLC**, a Virginia limited liability company ("ME Settlers") [Note to Clerk: Please index all parties as both "Grantor" and "Grantee"].

**RECITALS**

A. By instrument entitled "Master Declaration of Covenants, Easements and Restrictions", dated June 22, 1998 and recorded in the Clerk's Office of the Circuit Court of the City of Williamsburg and the County of James City, Virginia (the "Clerk's Office") as Instrument No. 980013868 (the "Original Declaration"), C.C. Casey Limited Company, a Virginia limited liability company, as "Declarant" subjected certain real property more particularly described in Exhibit A thereto to certain covenants, easements, liens, charges and restrictions set forth therein.

B. By Assignment and Assumption Agreement dated October 23, 2001 and recorded in the Clerk's Office as Instrument No. 010022621, C.C. Casey Limited Company assigned all of its right, title and interest as "Declarant" under the Original Declaration to New Town Associates, LLC (hereinafter, "Declarant").

C. By Amended and Restated Master Declaration of Covenants, Easements and Restrictions for New Town Commercial Properties, dated December 27, 2002 and recorded in the Clerk's Office as Instrument No. 020031430, by Declarant and Casey Office, LLC, a Virginia limited

liability company (hereinafter, "Declaration"), the Original Declaration was amended and restated in its entirety.

D. By Supplemental Declaration dated May 11, 2007 and recorded in the Clerk's Office as Instrument No. 070014343, by New Town Associates, LLC and AIG Baker Williamsburg, L.L.C., certain real property (the "Settler's Market Property") comprising a portion of the property described in Exhibit B to the Declaration was subjected to the terms, covenants, easements, charges, liens, and other provisions set forth in the Declaration.

E. ME Settlers is the current owner of a portion of the Settler's Market Property (the "Removed Property"), which is more particularly described on Exhibit A, attached hereto and made a part hereof.

E. ME Settlers and Declarant desire to remove and release the Removed Property from the covenants, restrictions, easements, charges, liens and other provisions of the Declaration.

F. NTCA joins in this Supplemental Declaration for the purpose of evidencing its consent to such removal.

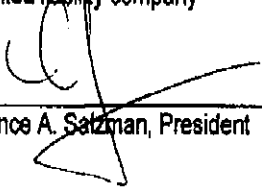
**NOW, THEREFORE**, pursuant to the authority of Declarant as set forth in Article II, Section 2.2 of the Declaration, Declarant hereby amends the Declaration to remove and release the Removed Property from the covenants, restrictions, easements, charges, liens and other provisions of the Declaration, including without limitation, any designation of the Removed Property or any portion thereof as "Common Area" or "Limited Common Area" (as defined in the Declaration).

[This area intentionally left blank. Signature appears on following pages.]

[Signature page to Supplemental Declaration]

IN WITNESS WHEREOF, the undersigned has caused this Supplemental Declaration to be executed on its behalf by its duly authorized representative.

NEW TOWN ASSOCIATES, LLC,  
a Virginia limited liability company

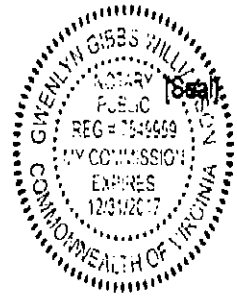
By:   
Lawrence A. Salzman, President

COMMONWEALTH OF VIRGINIA  
COUNTY OF JAMES CITY, to-wit:  
*County of Henrico*

The foregoing instrument was acknowledged before me in the County of ~~James City~~ *Henrico*, Virginia, this 17 day of March, 2014, by Lawrence A. Salzman, as President of New Town Associates, LLC, a Virginia limited liability company, on its behalf.

*Gwenlyn Gibbs Williamson*  
Notary Public

My commission expires: 12/31/2017  
Registration number: 7549959



[Signature page to Supplemental Declaration]

**NEW TOWN COMMERCIAL ASSOCIATION,**  
a Virginia non-stock corporation

By:   
Lawrence A. Salzman, President

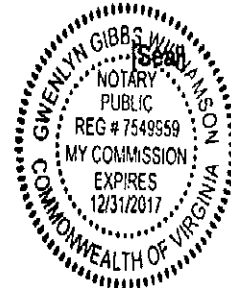
COMMONWEALTH OF VIRGINIA,  
COUNTY OF ~~JAMES CITY~~, to-wit:

Henrico  
The foregoing instrument was acknowledged before me in the County of Henrico,  
Virginia, this 17 day of March, 2014, by Lawrence A. Salzman, as President of New Town  
Commercial Association, a Virginia corporation, on its behalf.

Gwenlyn Gibbs Williamson  
Notary Public

My commission expires: 12/31/2017

Registration number: 7549959



[Signature page to Supplemental Declaration]

**ME SETTLERS, LLC**  
a Virginia limited liability company

By: ME Bucket, LLC  
a Virginia limited liability company  
its Manager

By: Markel|Eagle Partners Fund II, LLC  
a Delaware limited liability company  
its Manager

By: Markel|Eagle Partners, LLC  
a Virginia limited liability company  
its Manager

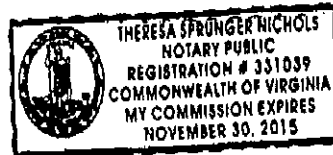
By: *Richard E. Core, Jr.*  
Richard E. Core, Jr.  
Vice President

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

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Richard E. Core, Jr., whose name is signed to the foregoing instrument, in his capacity as Vice-President of Markel|Eagle Partners, LLC, a Virginia limited liability company, as Manager of Markel|Eagle Partners Fund II, LLC, a Delaware limited liability company, as Manager of ME Bucket, LLC, a Virginia limited liability company, as Manager of ME Settlers, LLC, a Virginia limited liability company, executed and acknowledged the same in such capacity on behalf of said company before me in my jurisdiction aforesaid.

Given under my hand this 14<sup>th</sup> day of March, 2014.

My commission expires: 11/30/15  
*[Signature]*  
Notary Public



**EXHIBIT A**

All those certain lots, pieces or parcels of land lying and situate in the Berkeley District of the County of James City, Virginia and being identified as "PARCEL #1C LOT 1 (182,756 S.F. +/-; 4.195 AC +/-)" and "PARCEL #2B LOT 1 (209,785 S.F. +/-; 4.816 AC +/-)" on that certain plat entitled "PLAT OF SUBDIVISION PARCEL 1C & 2B NEW TOWN, SECTION 9 'SETTLERS MARKET AT NEW TOWN' PROPERTY OF FCP SETTLER'S MARKET II, LLC COUNTY OF JAMES CITY BERKELEY DISTRICT VIRGINIA", prepared by AES Consulting Engineers, dated August 6, 2013, and revised as of December 4, 2013, which Plat was recorded in the Clerk's Office for the Circuit Court of the County of James City and the City of Williamsburg on March 12, 2014 as Instrument No. 140004020.

VIRGINIA: CITY OF WILLIAMSBURG & COUNTY OF JAMES CITY  
This document was admitted to record on 3-20-2014  
at 2:58 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. WOORIDGE, CLERK

BY: Betsy B. Wooridge Clerk



Prepared by/Return To:  
 Gregory R. Davis VSB # 26248  
 Kaufman & Canoles, P.C.  
 4801 Courthouse Street, Suite 300  
 Williamsburg, Virginia 23188

Tax Parcel No.: Portions of 3843300002B  
 3843300001C

**SUPPLEMENTAL DECLARATION OF  
 PROTECTIVE COVENANTS AND RESTRICTIONS**

**NEW TOWN – SETTLER'S MARKET RESIDENTIAL SECTION**

THIS SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS (this "Supplemental Declaration") is made this 17<sup>th</sup> day of March, 2014, by **NEW TOWN ASSOCIATES, LLC**, a Virginia limited liability company ("Developer") and **ME SETTLERS, LLC**, a Virginia limited liability company ("ME Settlers"). [Note to Clerk: Please index both parties as both "Grantor" and "Grantee".]

**RECITALS**

A. New Town Associates, LLC, a Virginia limited liability company, is the Developer ("Developer") under the Master Declaration of Protective Covenants and Restrictions dated May 19, 2004, and recorded in the Clerk's Office of the Circuit Court for the City of Williamsburg and County of James City, Virginia (the "Clerk's Office"), as Instrument Number 040013865 (the "Original Declaration").

B. The real property submitted to covenants, restrictions, easements, charges and liens of the Original Declaration is set forth and described in Exhibit A to the Original Declaration.

C. By Instrument entitled, "Amended and Restated Master Declaration of Protective Covenants and Restrictions for New Town (Residential)," dated June 27, 2005 and recorded in the Clerk's Office as Instrument Number 050014430 (the "Amended and Restated Declaration"), the Original Declaration was amended and restated in its entirety. The Amended and Restated Declaration, as may be hereafter amended, restated, modified or supplemented, is hereinafter referred to collectively as the "Declaration".

D. By deed recorded in the Clerk's Office on March 17, 2014, ME Settlers acquired certain real property as more particularly described in Exhibit A attached hereto (the "Subjected Property") comprising a portion of the property defined as Additional Area in the Declaration. ME Settlers is a Parcel Developer under the Declaration and joins this instrument as the fee simple owner of the Subjected Property.

E. Developer and ME Settlers desire to submit the Subjected Property to the covenants, restrictions, charges, liens and other provisions set forth in the Declaration and in this Supplemental Declaration.

**NOW, THEREFORE,** Developer and ME Settlers hereby declare that the Subjected Property, or any piece or portion thereof, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and other provisions of the Declaration, which are incorporated herein by reference; and further declares that the Subjected Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and other provisions of this Supplemental Declaration.

**ARTICLE I**  
**PROPERTY SUBJECT TO THIS SUPPLEMENTAL DECLARATION**

Section 1. Existing Property. The real property that is and shall be held, transferred, sold, conveyed, and occupied subject to this Supplemental Declaration consists of the lots, pieces or parcels of real property, together with improvements thereon, comprising the Subjected Property as more particularly described in Exhibit A attached hereto.

Section 2. Additions to Existing Property. All or any portions of the Additional Area as defined in the Declaration, together with improvements thereon and easements, rights and appurtenances thereunto belonging or appertaining may be added to the Neighborhood by Developer, without the consent of the Owner(s) (other than such Owner(s), if any, who hold record

title to the real property being added), by recording an amendment to this Supplemental Declaration or a separate Supplemental Declaration.

Section 3. Further Conveyance or Subdivision of Subjected Property. It is expressly agreed and acknowledged that the Subjected Property, or any portion thereof, shall not be further subdivided or conveyed, unless and until such portions of the Subjected Property have been subjected to an additional supplemental declaration of covenants, easements and restrictions (the "Additional Supplemental Declaration"), which among other things, shall: i) allocate the rights and responsibilities of the Owner(s) of the Subjected Property, ii) establish any Neighborhood(s) for the Subjected Property, iii) designate any Common Area, Limited Common Area or Neighborhood Common Area for the Subjected Property, iv) establish the Neighborhood Assessments for the Subjected Property, and v) any and all other provisions consistent with residential property governed by the Declaration. Any such Additional Supplemental Declaration shall be subject to the review and approval of Developer and New Town Residential Association, Inc. ("NTRA").

In the event the Subjected Property, or any portion thereof, is further subdivided or conveyed prior to approval and recordation in accordance with this section of an Additional Supplemental Declaration applicable to such portion of the Subjected Property conveyed or subdivided, Developer and NTRA shall have the unilateral right and authority to record and impose an Additional Supplemental Declaration applicable to such property without the approval of any other party and once recorded such Additional Supplemental Declaration shall bind such property as if recorded prior to such subdivision or conveyance by ME Settlers.

## **ARTICLE II EASEMENTS**

Section 1. Easements Per the Declaration. The Subjected Property shall be subject to all easements and reservations set forth in the Declaration, which easements and reservations are hereby reserved and granted to Developer, the Association and such other benefited parties

referenced in the Declaration, and such easements and reservations are incorporated herein in their entirety by reference.

Section 2. Power of Attorney Reserved. There shall be and is hereby reserved to the Developer and its successors and assigns, a Power of Attorney with respect to the Subjected Property, to grant easements required by any governmental agency or authority in connection with the release of public improvement bonds or the acceptance of streets for public maintenance. This Power of Attorney shall continue for a period of sixty (60) months from the date hereof, or until (i) the earlier release of all agreements or bonds with James City County relative to subdivision or proffered infrastructure within the Subjected Property and (ii) the earlier acceptance of all streets that have been designated to be dedicated to the municipality or the Virginia Department of Transportation for public maintenance concerning the Subjected Property.

Section 3. Easements for Encroachments. Without limiting the easements set forth in Section 8.8 of the Declaration, each Lot within the Neighborhood is declared to have an easement over all adjoining Lots, Common Areas and the Neighborhood Common Areas for the purpose of accommodating any encroachment due to building overhang or projection, steps, porches and/or ramps attached to and/or serving the improvements on such Lot. The existence of such easements for encroachment shall in no way alter the obligation of the respective Owner(s) to maintain such items, nor shall the encroachment of such items onto adjoining Lots, the Common Areas and/or the Neighborhood Common Areas create or impose any obligation or liability of the Association to maintain, repair, replace or insure such items.

### **ARTICLE III GENERAL PROVISIONS**

Section 1. Duration. This Supplemental Declaration shall continue and remain in full force and effect at all times with respect to the Subjected Property and each part thereof (subject,

however, to the right to amend as provided for herein and in the Declaration) for so long as the Declaration remains in full force and effect.

Section 2. Amendment. This Supplemental Declaration may be amended at any time in the same manner as Amendments to the Declaration. Any amendment must be recorded to become effective.

Section 3. Run with Land. The covenants and restrictions of this Supplemental Declaration and the Declaration shall run with and bind the Subjected Property and the Owners and Occupants thereof.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not effect any other provisions, which shall remain in full force and effect.

Section 5. Terms and Definitions. Except as expressly provided otherwise herein, the terms and capitalized words used herein shall have the same meaning and definition as set forth in the Declaration.

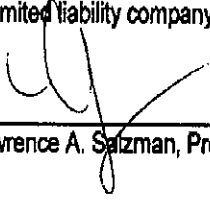
Section 6. Contravention. Nothing contained herein shall be construed as altering, amending or vacating the provisions of the ordinances of the County of James City, Virginia, which shall have full force and effect on all property subject to the Supplemental Declaration.

**IN WITNESS WHEREOF**, the undersigned have caused this Supplemental Declaration to be executed as of the day and year first above written. This Supplemental Declaration may be executed in two or more counterparts and by facsimile, each of which shall be an original and all of which together shall constitute one and the same instrument.

**[SIGNATURES APPEAR ON THE FOLLOWING PAGES]**

[COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION]

**NEW TOWN ASSOCIATES, LLC,**  
a Virginia limited liability company

By:   
Lawrence A. Salzman, President

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

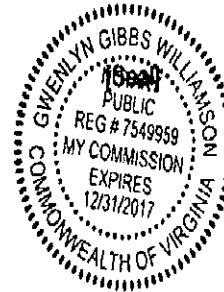
*Dennis*

The foregoing instrument was acknowledged before me in the County of ~~James City~~, *Dennis*  
Virginia, this 17 day of March, 2014, by Lawrence A. Salzman, as President of New Town  
Associates, LLC, a Virginia limited liability company, on its behalf.

*Gwenlyn Gibbs Williams*  
Notary Public

My commission expires: 12/31/2017

Registration number: 7549959




[COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION]

**ME SETTLERS, LLC**  
a Virginia limited liability company

By: ME Bucket, LLC  
a Virginia limited liability company  
its Manager

By: Markel|Eagle Partners Fund II, LLC  
a Delaware limited liability company  
its Manager

By: Markel|Eagle Partners, LLC  
a Virginia limited liability company  
its Manager

By:   
Richard E. Core, Jr.  
Vice President

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

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Richard E. Core, Jr., whose name is signed to the foregoing Instrument, in his capacity as Vice-President of Markel|Eagle Partners, LLC, a Virginia limited liability company, as Manager of Markel|Eagle Partners Fund II, LLC, a Delaware limited liability company, as Manager of ME Bucket, LLC, a Virginia limited liability company, as Manager of ME Settlers, LLC, a Virginia limited liability company, executed and acknowledged the same in such capacity on behalf of said company before me in my jurisdiction aforesaid.

Given under my hand this 14<sup>th</sup> day of March, 2014.

My commission expires: 11/30/15


  
Notary Public



EXHIBIT "A"

Legal Description of Subjected Property

All those certain lots, pieces or parcels of land lying and situate in the Berkeley District of the County of James City, Virginia and being identified as "PARCEL #1C LOT 1 (182,756 S.F. +/-; 4.195 AC +/-)" and "PARCEL #2B LOT 1 (209,785 S.F. +/-; 4.816 AC +/-)" on that certain plat entitled "PLAT OF SUBDIVISION PARCEL 1C & 2B NEW TOWN, SECTION 9 'SETTLERS MARKET AT NEW TOWN' PROPERTY OF FCP SETTLER'S MARKET II, LLC COUNTY OF JAMES CITY BERKELEY DISTRICT VIRGINIA", prepared by AES Consulting Engineers, dated August 6, 2013, and revised as of December 4, 2013, which Plat was recorded in the Clerk's Office for the Circuit Court of the County of James City and the City of Williamsburg on March 12, 2014 as Instrument No. 140004020.

VIRGINIA: CITY OF WILLIAMSBURG & COUNTY OF JAMES CITY  
This document was admitted to record on 3-20-2014  
at 3:01 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



150002932  
150001138

**CORRECTED**

Prepared by/Return To:  
Ashley H. Harrison VSB # 41525  
McGuireWoods LLP  
901 E. Cary Street  
Richmond, Virginia 23219

Tax Parcel Nos.: 3843500001, 3843500002, 3843500003,  
3843500004, 3843500005, 3843500006,  
3843500007A, 3843500007B, 3843500008,  
3843500009, 3843500010, 3843500011,  
3843500012, 3843500013, 3843500014,  
3843500015, 3843500016, 3843500017,  
3843500018, 3843500019, 3843500020,  
3843500021, 3843500022, 3843500023,  
3843500024, 3843500025, 3843500026,  
3843500027, 3843500028, 3843500029,  
3843500030, 3843500031, 3843500032,  
3843500033, 3843500034, 3843500035,  
3843500036, 3843500037, 3843500038,  
3843500039, 3843500040, 3843500041,  
3843500042, 3843500043, 3843500044,  
3843500045, 3843500046, 3843500047,  
3843500001A and 3843500001B

This instrument is being re-recorded for  
the purpose set forth on Exhibit "B"  
attached hereto and recorded herewith.

**AMENDED AND RESTATED  
SECOND SUPPLEMENTAL DECLARATION OF  
PROTECTIVE COVENANTS AND RESTRICTIONS**

**VILLAGE WALK AT NEW TOWN – also known as SETTLER'S MARKET RESIDENTIAL  
SECTION**

THIS AMENDED AND RESTATED SECOND SUPPLEMENTAL DECLARATION OF  
PROTECTIVE COVENANTS AND RESTRICTIONS (this "Amended and Restated Second  
Supplemental Declaration") is made this 16<sup>th</sup> day of JANUARY, 2015, by NEW TOWN  
ASSOCIATES, LLC, a Virginia limited liability company ("Developer") and ME SETTLERS, LLC, a  
Virginia limited liability company ("ME Settlers" and also the "Parcel Developer"). [Note to Clerk:  
Please index both parties as both "Grantor" and "Grantee".]

**RECITALS**

A. New Town Associates, LLC, a Virginia limited liability company, is the Developer  
("Developer") under the Master Declaration of Protective Covenants and Restrictions dated May  
19, 2004, and recorded in the Clerk's Office of the Circuit Court for the City of Williamsburg and  
County of James City, Virginia (the "Clerk's Office"), as Instrument Number 040013865 (the  
"Original Declaration").

Page 1 of 2519  
Page 2 of 22

Order: 2WRWBXS4Z  
Address: 2022 Holmes Ct E  
Order Date: 08-18-2024  
Document not for resale  
HomeWiseDocs

B. The real property submitted to covenants, restrictions, easements, charges and liens of the Original Declaration is set forth and described in Exhibit A to the Original Declaration.

C. By Instrument entitled, "Amended and Restated Master Declaration of Protective Covenants and Restrictions for New Town (Residential)," dated June 27, 2005 and recorded in the Clerk's Office as Instrument Number 050014430 (the "Amended and Restated Declaration"), the Original Declaration was amended and restated in its entirety. The Amended and Restated Declaration, as may be hereafter amended, restated, modified or supplemented, is hereinafter referred to collectively as the "Declaration".

D. By deed recorded in the Clerk's Office on March 17, 2014, ME Settlers acquired certain real property as more particularly described in Exhibit A attached hereto comprising a portion of the property defined as Additional Area in the Declaration, which it intends to develop as the "Village Walk Neighborhood". ME Settlers is a Parcel Developer under the Declaration and joins this instrument as the fee simple owner of the Village Walk Neighborhood.

E. By that certain Supplemental Declaration of Protective Covenants and Restrictions dated March 17, 2014, recorded in the Clerk's Office on March 20, 2014 as Instrument Number 140004602 (the "Supplemental Declaration"), Developer and ME Settlers submitted the Village Walk Neighborhood to the covenants, restrictions, charges, liens and other provisions set forth in the Declaration and the Supplemental Declaration.

F. By that certain Second Supplemental Declaration of Protective Covenants and Restrictions dated July 8, 2014, recorded in the Clerk's Office on July 10, 2014 as Instrument Number 140011186 (the "Second Supplemental Declaration"), Developer and ME Settlers submitted the Village Walk Neighborhood to the additional covenants, restrictions, charges, liens and other provisions set forth in the Second Supplemental Declaration.

Page 2 of 19  
Page 3 of 22

Order: 2WRWBXS4Z  
Address: 2022 Holmes Ct E  
Order Date: 08-18-2024  
Document not for resale  
HomeWiseDocs

G. Developer and ME Settlers now desire to amend and restate the Second Supplemental Declaration in its entirety, as more particularly set forth in this Amended and Restated Second Supplemental Declaration.

**NOW, THEREFORE,** Developer and ME Settlers hereby declare that the Village Walk Neighborhood, or any piece or portion thereof, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and other provisions of this Amended and Restated Second Supplemental Declaration.

**ARTICLE I  
ADDITIONAL PROVISIONS APPLICABLE TO VILLAGE WALK NEIGHBORHOOD**

Section 1. Creation of Village Walk Neighborhood. By recordation of this Amended and Restated Second Supplemental Declaration, the Village Walk Neighborhood is established, consisting of the property described in Exhibit A attached hereto and incorporated herein. The Village Walk Neighborhood shall be considered a "Neighborhood" under the terms of the Declaration.

Section 2. Neighborhood Assessments. In addition to maintaining any Common Areas and Neighborhood Common Areas within the Village Walk Neighborhood, as required by the Declaration and this Amended and Restated Second Supplemental Declaration, the Association shall provide services as set forth in this Amended and Restated Second Supplemental Declaration and other services as may be authorized by the Board of Directors, the cost of which shall be funded by the Neighborhood Assessment to be assessed pro-rata against the Owners of Lots within the Village Walk Neighborhood, except as otherwise provided for herein. The Neighborhood Assessment shall commence as provided in Section 5.5 of the Declaration. With respect to each of the up to four (4) residential dwelling units to be constructed on Lots in the Village Walk Neighborhood that are to be designated as affordable or workforce housing, the

~~Page 3 of 19~~

Page 4 of 22

Neighborhood Assessment shall be assessed at the lesser of: i) seventy percent (70%) of the amount assessed to Lots on which market rate units are constructed, or ii) one-hundred dollars per month, which amount shall be adjusted annually beginning January 1, 2015, and effective as of January 1<sup>st</sup> of each calendar year, to reflect any increase or decrease for the preceding year in the Consumer Price Index (CPI).

Section 3. Performance of Annual Inspections, Treatments and Maintenance. The Association shall provide for annual inspections and treatments for termites and inspections and maintenance on fire suppression (sprinkler) systems, if any, for each completed dwelling unit in the Village Walk Neighborhood in accordance with a procedure established by the Board of Directors. All Owners shall cooperate fully with the Association in the scheduling and completion of such inspections and maintenance. In the event the Association or its designee is prevented from performing such inspection or maintenance due to an Owner's action or inaction, such Owner shall indemnify the Association from any and all losses or damages arising from or related to such action or inaction.

Section 4. Exterior Maintenance. The Association shall be responsible to provide exterior maintenance upon each completed dwelling unit in the Village Walk Neighborhood including (i) repair, maintenance, and replacement of roof shingles, sheathing, felt and flashing; (ii) repair, maintenance, and replacement of gutters and downspouts; (iii) repair, replacement or maintenance of exterior building surfaces limited to siding, cornice, and trim (but specifically excluding doors, windows and their frames); and (iv) periodic painting of exterior painted surfaces (including doors, trim and cornice). Regular maintenance, repairs, and replacements shall be funded by either the Neighborhood Assessment described in Article I, Section 2, the Special Assessment described in Article I, Section 10 or the reserve contributions described in Article I, Section 11, and the Association shall apportion the cost of such maintenance, repairs, and replacements pro rata

~~Page 4 of 19~~

Page 5 of 22

among the Lots receiving the same, subject to the Association's reasonable discretion. In no event shall the Association be financially responsible for maintaining, repairing or replacing any portion of a Lot or the improvements thereon which has been damaged and the insurance the Owner is required to maintain is available to cover the cost of such maintenance, repair, or replacement, otherwise, the Association shall perform such maintenance, repair or replacement and levy its costs of doing so to the Owner through a special assessment. To the extent that the Owner of an improved Lot other than the Developer or Parcel Developer (i) installs or plants landscaping on their Lot, (ii) installs irrigation systems, equipment or sprinkler zones on the Lot, or (iii) makes any other improvements or changes to the Lot, or otherwise takes any action or inaction which requires the Association to provide maintenance, repair, or replacement services to such Lot or any improvements thereon in excess of those provided to other improved Lots, the Association may periodically levy an additional assessment on such Lot for the reasonable and actual additional expenses associated with such maintenance, repair, or replacement.

Section 5. Insurance. Each Owner of an improved Lot shall purchase property insurance that shall cover building replacement, in the full value of the improvements on the Lot, and any such other insurance that the Owner deems reasonable or necessary. The Association shall have no responsibility for and shall not purchase any property insurance covering the building replacement value of any improved Lot that it does not own.

Section 6. Party Walls. The rights and duties of the Owners with respect to party walls shall be as follows:

a. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the residences (excluding fences) upon the Lots and which is placed on the dividing line between two (2) Lots so as to be common with, or immediately adjacent to and touching a wall of the residence on the other Lot (i.e., a townhouse or duplex), shall constitute a

Page 6 of 19

Page 6 of 22

Order: 2WRWBXS4Z  
Address: 2022 Holmes Ct E  
Order Date: 08-18-2024  
Document not for resale  
HomeWiseDocs

party wall, and to the extent not inconsistent with the provisions of this Article I, Section 6, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. If the centerline of a party wall now or hereafter fails to coincide with the boundary between the Lots it serves, an easement for any resulting encroachment is hereby granted to the affected Owner(s).

b. Sharing of Repair / Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners who make use of the wall in proportion to such use. Any disputes over the reasonableness of the cost of such repair and maintenance shall be resolved in accordance with subsection (e) of this Article I, Section 6. No Owner shall impair the structural integrity of any party wall nor diminish the fire protection afforded by any party wall.

c. Destruction by Fire or Other Casualty or Accident. If a party wall is destroyed by fire, casualty or accident, then one of the following provisions shall apply:

(i) Causes Attributable to Neither Owner. If a party wall is destroyed by fire, casualty or accident, the cause of which is not attributable to either Owner or to conditions existing on either Lot or within the residences thereon (e.g., fire caused by lightning and fire originating on property other than either Lot; damage due to storms, floods, wind or other acts of God), then the reasonable cost of the repair or reconstruction of the party wall shall be shared equally by the Owners who share use of the wall. Any disputes over the reasonableness of the cost of such repair or reconstruction shall be resolved in accordance with subsection (e) of this Article I, Section 6.

(ii) Causes Attributable to Conditions Existing on a Lot or Within the Residence Thereon. If a party wall is destroyed or damaged by fire, casualty or accident, the cause of which is attributable to conditions existing on one of the Lots or within the residence thereof

~~Page 6 of 19~~

Page 7 of 22

(e.g., fire originating in only one residence or pipes bursting in only one residence), but which is not attributable to the negligent or willful act or omission of either of the Owners, then the Owner of the Lot upon which such conditions existed (the "Contributing Owner") shall bear the full cost of repair and restoration of the party wall. If the Contributing Owner does not promptly commence efforts to repair and restore the party wall and thereafter diligently prosecute such repair and restoration to completion, then the other Owner (the "Noncontributing Owner") may effect such repair and restoration and either charge the cost of the same to the Contributing Owner or be entitled to prompt reimbursement for same. The costs incurred by the Noncontributing Owner shall constitute both the personal obligation and debt of the Contributing Owner and a lien in favor of the Noncontributing Owner against the Lot of the Contributing Owner.

(iii) Causes Attributable to the Fault of the Owner. If a party wall is damaged or destroyed by fire, casualty, or other causes attributable to the sole fault of either Owner (e.g., the negligent or willful act or omission of either Owner), then the Owner at fault shall bear the full cost of repair and restoration of the party wall. If the Owner at fault does not promptly commence efforts to repair and restore the party wall and thereafter diligently prosecute to completion such repair and restoration, the Owner who is not at fault (the "Innocent Owner") may effect such repair and restoration and either charge the costs of the same plus ten percent (10%) of such cost to the Owner at fault or be entitled to prompt reimbursement for same. The costs incurred by the Innocent Owner, as well as the ten percent (10%) penalty for failure to promptly initiate repair shall constitute both the personal obligation and debt of the Owner at fault and a lien in favor of the Innocent Owner against the Lot of the Owner at fault. The rights of the Innocent Owner provided in this subsection shall not limit, but shall be in addition to, any

Page 7 of 19  
Page 8 of 22

Order: 2WRWBXS4Z  
Address: 2022 Holmes Ct E  
Order Date: 08-18-2024  
Document not for resale  
HomeWiseDocs

right of the Innocent Owner to seek and collect greater damages from the Owner at fault if the damage or destruction is attributed to a willful or negligent act or omission of the Owner at fault.

d. Weatherproofing. An Owner who by his negligent or willful act causes a party wall to be exposed to the elements shall bear the entire cost of furnishing the necessary protection against such elements. The Owner not at fault shall enjoy all the same rights and remedies as an Innocent Owner in subsection (c)(ii) of this Article I, Section 6.

e. Disputes. Upon any dispute arising concerning a party wall, any Owner may seek to have such dispute resolved by the Association's Board of Directors, by providing written notice of such intention to the other Owner and the President of the Association. Unless the responding Owner provides written notice to the initiating Owner and the President of the Association, stating his decision not to allow the dispute to be resolved by the Board of Directors, within fourteen (14) days after the receipt of the notice from the initiating Owner, the dispute shall be heard and resolved by the Board of Directors. Notwithstanding the foregoing, disputes under subsection (b) or subsection (c)(ii) of this Article I, Section 6 shall be resolved by the Board of Directors in accordance with this subsection (e) and no party may "opt-out" or avoid this procedure. The Board of Directors' decision (i) must be in writing, but no reason need be given, and (ii) shall be final and binding on the parties to the dispute. Any party, including the Board of Directors, may be represented by counsel in connection with the presentation of a case before the Board of Directors.

f. Non Applicability. To the extent, but only to the extent, any provision of this Article I, Section 6 is inconsistent with the provisions of any condominium instruments creating a condominium within New Town, the Virginia Condominium Act, or the concept of condominium ownership, such provisions shall not apply to party walls between Lots when such Lots are condominium units.

~~Page 8 of 19~~  
Page 9 of 22



g. Right of Contribution. The right of any Owner to contributions from any other Owner under this Article I Section 6 shall be appurtenant to the Owner's Lot and shall pass to such Owner's successors in title.

Section 7. Post Tension Slab System and other Structural Common Elements. Due to the nature of the soils in the area, the Parcel Developer's intent is to use a post tension slab system in the construction of the residential dwelling units on the Lots. This post tension slab system and any other structural common elements of the buildings (excluding party walls, as addressed in Article I, Section 6), shall be maintained by the Association, the cost of which shall be included in the Neighborhood Assessment. No Owner, tenant, guest, invitee, servant or contractor of an Owner shall be permitted to penetrate any post tension slab system prior to obtaining the written approval of the Association and an independent structural engineer. It shall be the responsibility of any Owner seeking such permission to provide any and all information reasonably necessary to the Association's and the independent structural engineer's evaluation of such request. If an Owner's request to penetrate the post tension slab system is approved, however, then any costs related to the Owner's approved request shall be solely the responsibility of the Owner. If any Owner, or its tenant, guest, invitee, servant, contractor, or other representative does penetrate or otherwise harm any post tension slab system without the prior written approval of the Association, then such Owner shall be solely responsible for all adverse consequences of such actions and shall indemnify the Association for all costs, damages and losses related to or arising therefrom.

Section 8. Additional Services to be Provided by the Association. In addition to maintaining any Common Areas and Neighborhood Common Areas within the Village Walk Neighborhood, and providing other services as more specifically set forth in this Amended and Restated Second Supplemental Declaration, the Association shall provide the following services for the benefit of the Lots in the Village Walk Neighborhood on an "as needed" basis (as determined

Page 9 of 19  
Page 10 of 22

by the Association's Board of Directors), the cost of which shall be funded by the Neighborhood Assessment described in Article I, Section 2, the Special Assessment described in Article I, Section 10, or the reserve contributions described in Article I, Section 11:

- a. Mowing, edging and trimming of grass within portions of Lots not located inside a fenced area.
- b. Trimming of shrubs, trees and bushes within portions of Lots not located inside a fenced area.
- c. Maintaining, repairing and replacing mailboxes, sidewalks and street lighting.
- d. Maintaining any utility or service easement areas located within the Village Walk Neighborhood, as may currently exist or be granted at any time in the future.
- e. Complying with any obligations of the Parcel Developer with respect to the Village Walk Neighborhood required under that certain Supplemental Maintenance Agreement dated November 20, 2012 by and among FCP Settler's Market, LLC, Wal-Mart Real Estate Business Trust, the Developer, and FCP Settler's Market II, LLC, to the extent applicable to the Parcel Developer as set forth in that certain Acknowledgement and Assumption of Supplemental Maintenance Agreement entered by the Parcel Developer and effective as of March 17, 2014.

Section 9. Rules and Regulations for the Village Walk Neighborhood. In addition to any Rules that may be adopted by the Board of Directors as set forth in Section 7.1(C) of the Declaration, the Parcel Developer reserves for itself, for so long as it shall own any part of the property comprising the Village Walk Neighborhood, the ability to adopt general rules applicable to the Village Walk Neighborhood to regulate potential problems relating to the use of the Lots and the well-being of the Owners of the Lots (the "Village Walk Rules"), provided that such Village Walk Rules are not inconsistent with any other Association rules applicable to the Neighborhood and

such Village Walk Rules are also approved by the Association in writing prior to their effectiveness. All such Village Walk Rules and any subsequent amendments thereto shall be binding on all Owners of Lots in the Village Walk Neighborhood, including their tenants, guests and invitees, except where expressly provided otherwise in such Village Walk Rules. Such Village Walk Rules as adopted from time to time are herein incorporated by reference and shall be as binding as if set forth herein in full; provided, however, that in the event of a conflict between any provision(s) in the Village Walk Rules and this Amended and Restated Second Supplemental Declaration, the provision(s) set forth in this Amended and Restated Second Supplemental Declaration shall control.

Section 10. Special Assessments for the Village Walk Neighborhood. In addition to the Neighborhood Assessments set forth in Article I, Section 2 and any other assessments described herein, the Association may levy, in any assessment year, one or more special assessments pursuant to the Virginia Code as applicable at the time, if the purpose in doing so is found by the Board of Directors of the Association to be in the best interest of the Association and the Village Walk Neighborhood. Such special assessments may include, but not be limited to, raising funds for significant repairs, replacement or maintenance projects.

Section 11. Village Walk Neighborhood Reserve Contribution. Upon the acquisition of record title to a Lot in the Village Walk Neighborhood by the purchaser thereof (other than the Developer, the Parcel Developer or an owner who purchases solely for the purpose of constructing a dwelling thereon for resale), a contribution shall be made by or on behalf of the purchaser to the Association in the amount of \$300 or such other amount as may be established by the Board of Directors of the Association in its discretion from time to time. This amount shall be deposited in the purchase and sales escrow at settlement and shall be disbursed therefrom to the Association to be held as a reserve fund for the Village Walk Neighborhood. The Association may use the

~~Page 11 of 19~~

Page 12 of 22

Order: 2WRWBXS4Z  
Address: 2022 Holmes Ct E  
Order Date: 08-18-2024  
Document not for resale  
HomeWiseDocs

Village Walk Neighborhood reserve fund for any purposes related to the Village Walk Neighborhood as the Board of Directors determines in its sole and absolute discretion. Amounts payable under this Article I, Section 11 are in addition to any other Assessments, fees and charges applicable to Lots in the Village Walk Neighborhood.

## **ARTICLE II NEIGHBORHOOD COMMON AREA DESIGNATIONS**

Section 1. Neighborhood Common Areas. The following areas are hereby designated "Neighborhood Common Areas", as defined in the Declaration:

Those certain areas shown and labeled as "COMMON OPEN SPACE #1 0.050 AC.", "COMMON OPEN SPACE #2 1.333 AC." and all those private streets shown and labeled as "TRAILVIEW PRIVATE RW", "TRAILVIEW VAR. WIDTH PRIVATE RW", "TRAILSIDE VAR. WIDTH PRIVATE RW", and "TRAILSIDE ALLEY" on that certain plat entitled "PLAT OF SUBDIVISION OF PARCEL 1C, LOT 1, NEW TOWN, SECTION 9 VILLAGE WALK AT NEW TOWN PHASE I LOTS 1-47, COS #1 AND COS #2" prepared by AES Consulting Engineers, dated February 28, 2014, and recorded in the Clerk's Office contemporaneously herewith (the "Plat"), to which reference is hereby made for a more particular description.

Section 2. Insurance for Neighborhood Common Areas. All insurance policies upon the Neighborhood Common Areas shall be purchased by the Association for the benefit of the Association, the Owners and Mortgagees as their interests may appear. Certificates of mortgagee endorsement shall be issued upon request. All Neighborhood Common Areas improvements and all personal property related thereto shall be insured in an amount equal to one hundred percent (100%) of insurable replacement value as determined annually by the Board of Directors with the assistance of the insurance advisor providing coverage. Such coverage shall provide protection against loss or damage by fire and other hazards covered by a standard

~~Page 12 of 19~~

Page 13 of 22

Order: 2WRWBXS4Z  
Address: 2022 Holmes Ct E  
Order Date: 08-18-2024  
Document not for resale  
HomeWiseDocs

extended coverage endorsement, and such other risks as from time to time shall be customarily covered with respect to comparable improvements and property. All policies shall contain clauses providing for waiver of subrogation. Liability insurance shall be secured as well. All insurance policies shall provide that all proceeds thereof shall be payable to the Association as insurance trustee under this Amended and Restated Second Supplemental Declaration. The sole duty of the Association as insurance trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes stated herein. The applicable insurance limits shall be reviewed at intervals of not more than three (3) years and adjusted if necessary to provide such coverage and protection as the Association may deem prudent. The Association may obtain such other insurance coverage with respect to the Neighborhood Common Areas as it deems prudent.

### **ARTICLE III EASEMENTS**

Section 1. Easements. In addition to all easements and reservations which were reserved or granted to the Developer, the Association and such other benefited parties referenced in the Declaration or in the Supplemental Declaration, all such easements and reservations are hereby granted to and may be exercised by the Parcel Developer as well, for so long as the Parcel Developer owns any part of the property comprising the Village Walk Neighborhood.

Section 2. Maintenance Easement. If an Owner of any Lot must, in order to make repairs or improvements to improvements on such Owner's Lot, enter or cross any area owned or to be owned by the Association, the Developer, the Parcel Developer or a Lot of another Owner, such Owner is hereby granted a perpetual, non-exclusive easement to do so, providing that the Owner shall (i) use the most direct, feasible route in entering and crossing over such an area, (ii) restore the surface so entered or crossed to its original condition, at the expense of the Owner, and (iii)

~~Page 13 of 19~~  
Page 14 of 22

indemnify and hold harmless the Owner of the Lot entered upon or the Association, the Developer or Parcel Developer as the case may be, to make such repairs from all claims, losses, damages or costs incurred by such Owner as the result of such repairing Owner's entry upon such other Owner's Lot.

Section 3. Easements for Encroachments. Without limiting the easements set forth in Section 8.8 of the Declaration, each Lot within the Neighborhood is declared to have an easement over all adjoining Lots, Common Areas and the Neighborhood Common Areas for the purpose of accommodating any encroachment due to hedges or fences belonging to such Lot, to the extent such hedge or fence encroaches on adjoining Lots, Common Areas or Neighborhood Common Areas, and for maintaining, repairing, replacing or using any feature or element for which an easement for encroachment has been or is granted. The existence of such easements for encroachment shall in no way alter the obligation of the respective Owner(s) to maintain such items, nor shall the encroachment of such items onto adjoining Lots, the Common Areas and/or the Neighborhood Common Areas create or impose any obligation or liability of the Association to maintain, repair, replace or insure such items.

Section 4. Duties of the Association. There is hereby reserved to the Association such easements as are necessary to perform the duties and obligations of the Association as are set forth in this Amended and Restated Second Supplemental Declaration and any other supplemental declaration or amendment as may be applicable to the Village Walk Neighborhood.

Section 5. No Public Use. The easements granted or reserved herein or in the Declaration or the Supplemental Declaration are not intended and shall not be construed to convey any right to use and enjoyment of any portion of the Village Walk Neighborhood to the general public. The general public shall only have the right to use and enjoy those portions of the Village Walk

Page 14 of 19  
Page 15 of 22

Order: 2WRWBXS4Z  
Address: 2022 Holmes Ct E  
Order Date: 08-18-2024  
Document not for resale  
HomeWiseDocs

Neighborhood, if any, duly dedicated to public use by recordation of one or more subdivision plats in the Clerk's Office.

#### **ARTICLE IV GENERAL PROVISIONS**

Section 1. Duration. This Amended and Restated Second Supplemental Declaration shall continue and remain in full force and effect at all times with respect to the Village Walk Neighborhood and each part thereof (subject, however, to the right to amend as provided for herein and in the Declaration) for so long as the Declaration remains in full force and effect.

Section 2. Amendment. This Amended and Restated Second Supplemental Declaration may be amended at any time in the same manner as Amendments to the Declaration. Any amendment must be recorded to become effective; provided, however, that for so long as the Parcel Developer owns any Lot or other portion of the Village Walk Neighborhood, no amendment to this Amended and Restated Second Supplemental Declaration shall be effective without the prior written consent of the Parcel Developer, which shall not be unreasonably withheld.

Section 3. Run with Land. The covenants and restrictions of this Amended and Restated Second Supplemental Declaration shall run with and bind the Village Walk Neighborhood and the Owners and Occupants thereof.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions, which shall remain in full force and effect.

Section 5. Terms and Definitions. Except as expressly provided otherwise herein, the terms and capitalized words used herein shall have the same meaning and definition as set forth in the Declaration.

~~Page 15 of 19~~  
Page 16 of 22

Order: 2WRWBXS4Z  
Address: 2022 Holmes Ct E  
Order Date: 08-18-2024  
Document not for resale  
HomeWiseDocs

Section 6. Contravention. Nothing contained herein shall be construed as altering, amending or vacating the provisions of the ordinances of the County of James City, Virginia, which shall have full force and effect on all property subject to this Amended and Restated Second Supplemental Declaration.

Section 7. Relationship to the Declaration. If there are any conflicts between this Amended and Restated Second Supplemental Declaration and the Declaration, the Declaration shall control, except in clear instances where this Amended and Restated Second Supplemental Declaration provides more specific direction than the Declaration on the applicable issue.

**IN WITNESS WHEREOF**, the undersigned have caused this Amended and Restated Second Supplemental Declaration to be executed as of the day and year first above written. This Amended and Restated Second Supplemental Declaration may be executed in two or more counterparts and by facsimile, each of which shall be an original and all of which together shall constitute one and the same instrument.

[signatures appear on the following pages]

~~Page 16 of 18~~  
Page 17 of 22

Order: 2WRWBXS4Z  
Address: 2022 Holmes Ct E  
Order Date: 08-18-2024  
Document not for resale  
HomeWiseDocs



[COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION]

**NEW TOWN ASSOCIATES, LLC,**  
a Virginia limited liability company

By:   
\_\_\_\_\_  
Lawrence A. Salzman, President

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

The foregoing instrument was acknowledged before me in the County of James City, Virginia, this 16<sup>th</sup> day of January 2015, by Lawrence A. Salzman, as President of New Town Associates, LLC, a Virginia limited liability company, on its behalf.

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

My commission expires: 7/31/15

Registration number: 331119



Page 17 of 19

Page 18 of 22

Order: 2WRWBXS4Z  
Address: 2022 Holmes Ct E  
Order Date: 08-18-2024  
Document not for resale  
HomeWiseDocs

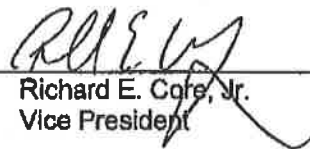
[COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION]

**ME SETTLERS, LLC**  
a Virginia limited liability company

By: ME Bucket, LLC  
a Virginia limited liability company  
its Manager

By: Markel|Eagle Partners Fund II, LLC  
a Delaware limited liability company  
its Manager

By: Markel|Eagle Partners, LLC  
a Virginia limited liability company  
its Manager


By:   
Richard E. Core, Jr.  
Vice President

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

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Richard E. Core, Jr., whose name is signed to the foregoing instrument, in his capacity as Vice-President of Markel|Eagle Partners, LLC, a Virginia limited liability company, as Manager of Markel|Eagle Partners Fund II, LLC, a Delaware limited liability company, as Manager of ME Bucket, LLC, a Virginia limited liability company, as Manager of ME Settlers, LLC, a Virginia limited liability company, executed and acknowledged the same in such capacity on behalf of said company before me in my jurisdiction aforesaid.

Given under my hand this 19<sup>th</sup> day of January, 2015.

My commission expires: 2 / 28 / 2015  
Reg. # 148498

  
Notary Public



~~Page 18 of 19~~  
Page 19 of 22

Order: 2WRWBXS4Z  
Address: 2022 Holmes Ct E  
Order Date: 08-18-2024  
Document not for resale  
HomeWiseDocs

**EXHIBIT "A"**

Village Walk Neighborhood Lots 1-47 (including 7A and 7B), COS #1, COS #2, and private right of ways "Trailview", "Trailside", and "Trailside Alley"

All those certain lots, pieces or parcels of land lying and situate in the Jamestown District of the County of James City, Virginia and being identified as Lots numbered "1", "2", "3", "4", "5", "6", "7A", "7B", "8", "9", "10", "11", "12", "13", "14", "15", "16", "17", "18", "19", "20", "21", "22", "23", "24", "25", "26", "27", "28", "29", "30", "31", "32", "33", "34", "35", "36", "37", "38", "39", "40", "41", "42", "43", "44", "45", "46", "47", and "COMMON OPEN SPACE #1 0.050 AC.", "COMMON OPEN SPACE #2 1.333 AC." and all those private streets shown and labeled as "TRAILVIEW PRIVATE RW", "TRAILVIEW VAR. WIDTH PRIVATE RW", "TRAILSIDE VAR. WIDTH PRIVATE RW", and "TRAILSIDE ALLEY" on that certain plat entitled "PLAT OF SUBDIVISION OF PARCEL 1C, LOT 1, NEW TOWN, SECTION 9 VILLAGE WALK AT NEW TOWN PHASE I LOTS 1-47, COS #1 AND COS #2 JAMESTOWN DISTRICT JAMES CITY COUNTY VIRGINIA", prepared by AES Consulting Engineers, dated February 28, 2014, and recorded in the Clerk's Office for the Circuit Court of the County of James City and the City of Williamsburg on July 10, 2014 as Instrument No. 140011185.

VIRGINIA: CITY OF WILLIAMSBURG & COUNTY OF JAMES CITY  
This document was admitted to record on 1-21-2015  
at 12:46 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

62840528\_5

~~Page 19 of 19~~  
Page 20 of 22

Order: 2WRWBXS4Z  
Address: 2022 Holmes Ct E  
Order Date: 08-18-2024  
Document not for resale  
HomeWiseDocs

## EXHIBIT "B"

This Amended and Restated Second Supplemental Declaration of Protective Covenants and Restrictions (the "Amendment"), dated January 16, 2015 and recorded January 21, 2015 in the Clerk's Office, Circuit Court of the County of James City, Virginia, as Instrument No. 150001138, is being re-recorded for the purpose of naming EAGLE CONSTRUCTION OF VA., LLC, a Virginia limited liability company, as a party to the Amendment to be indexed as an additional "Grantor" and "Grantee" and naming J. MELVIN WATKINS, Trustee as a party to the Amendment to be indexed as an additional "Grantor". Such parties were inadvertently not included in the original instrument as a result of a scrivener's error.

*Page 21 of 22*

Order: 2WRWBXS4Z  
Address: 2022 Holmes Ct E  
Order Date: 08-18-2024  
Document not for resale  
HomeWiseDocs

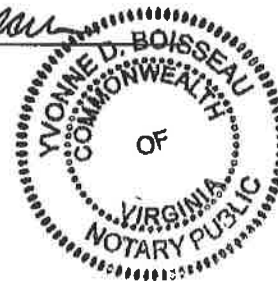
EAGLE CONSTRUCTION OF VA., LLC  
a Virginia limited liability company

By: [Signature]  
Steven P. Settlege, President

COMMONWEALTH OF VIRGINIA  
COUNTY OF HENRICO, to-wit:

The foregoing instrument was acknowledged before me in the County of Henrico, Virginia, this 9<sup>th</sup> day of February, 2015, by Steven P. Settlege, as President of Eagle Construction of Va., LLC, a Virginia limited liability company, on its behalf.

[Signature]  
Notary Public



My commission expires: 2/28/2019  
Registration number: 148498

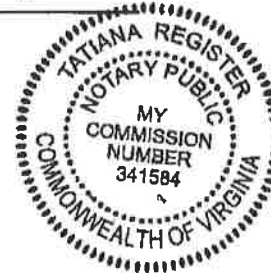
TRUSTEE:

By: [Signature]  
J. Melvin Watkins

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

The foregoing instrument was acknowledged before me in the City/County of Henrico, Virginia, this 10<sup>th</sup> day of February, 2015, by J. Melvin Watkins, Trustee of Manufacturers and Traders Trust Company, a New York banking corporation.

[Signature]  
Notary Public



My commission expires: 03-31-2016  
Registration number: 341584

Page 22 of 22

VIRGINIA: CITY OF WILLIAMSBURG & COUNTY OF JAMES CITY  
This document was admitted to record on 2-19-2015  
at 11:44 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: [Signature]

150002932  
150001138

**CORRECTED**

Prepared by/Return To:  
Ashley H. Harrison VSB # 41525  
McGuireWoods LLP  
901 E. Cary Street  
Richmond, Virginia 23219

Tax Parcel Nos.: 3843500001, 3843500002, 3843500003,  
3843500004, 3843500005, 3843500006,  
3843500007A, 3843500007B, 3843500008,  
3843500009, 3843500010, 3843500011,  
3843500012, 3843500013, 3843500014,  
3843500015, 3843500016, 3843500017,  
3843500018, 3843500019, 3843500020,  
3843500021, 3843500022, 3843500023,  
3843500024, 3843500025, 3843500026,  
3843500027, 3843500028, 3843500029,  
3843500030, 3843500031, 3843500032,  
3843500033, 3843500034, 3843500035,  
3843500036, 3843500037, 3843500038,  
3843500039, 3843500040, 3843500041,  
3843500042, 3843500043, 3843500044,  
3843500045, 3843500046, 3843500047,  
3843500001A and 3843500001B

This Instrument is being re-recorded for  
the purpose set forth on Exhibit "B "  
attached hereto and recorded herewith.

**AMENDED AND RESTATED  
SECOND SUPPLEMENTAL DECLARATION OF  
PROTECTIVE COVENANTS AND RESTRICTIONS**

**VILLAGE WALK AT NEW TOWN – also known as SETTLER'S MARKET RESIDENTIAL  
SECTION**

THIS AMENDED AND RESTATED SECOND SUPPLEMENTAL DECLARATION OF  
PROTECTIVE COVENANTS AND RESTRICTIONS (this "Amended and Restated Second  
Supplemental Declaration") is made this 16<sup>th</sup> day of JANUARY, 2015, by NEW TOWN  
ASSOCIATES, LLC, a Virginia limited liability company ("Developer") and ME SETTLERS, LLC, a  
Virginia limited liability company ("ME Settlers" and also the "Parcel Developer"). [Note to Clerk:  
Please index both parties as both "Grantor" and "Grantee".]

**RECITALS**

A. New Town Associates, LLC, a Virginia limited liability company, is the Developer  
("Developer") under the Master Declaration of Protective Covenants and Restrictions dated May  
19, 2004, and recorded in the Clerk's Office of the Circuit Court for the City of Williamsburg and  
County of James City, Virginia (the "Clerk's Office"), as Instrument Number 040013865 (the  
"Original Declaration").

Page 1 of 25-19

Page 2 of 22

Order: ZWRWBXS4Z  
Address: 2022 Holmes Ct E  
Order Date: 08-18-2024  
Document not for resale  
HomeWiseDocs

B. The real property submitted to covenants, restrictions, easements, charges and liens of the Original Declaration is set forth and described in Exhibit A to the Original Declaration.

C. By instrument entitled, "Amended and Restated Master Declaration of Protective Covenants and Restrictions for New Town (Residential)," dated June 27, 2005 and recorded in the Clerk's Office as Instrument Number 050014430 (the "Amended and Restated Declaration"), the Original Declaration was amended and restated in its entirety. The Amended and Restated Declaration, as may be hereafter amended, restated, modified or supplemented, is hereinafter referred to collectively as the "Declaration".

D. By deed recorded in the Clerk's Office on March 17, 2014, ME Settlers acquired certain real property as more particularly described in Exhibit A attached hereto comprising a portion of the property defined as Additional Area in the Declaration, which it intends to develop as the "Village Walk Neighborhood". ME Settlers is a Parcel Developer under the Declaration and joins this instrument as the fee simple owner of the Village Walk Neighborhood.

E. By that certain Supplemental Declaration of Protective Covenants and Restrictions dated March 17, 2014, recorded in the Clerk's Office on March 20, 2014 as Instrument Number 140004602 (the "Supplemental Declaration"), Developer and ME Settlers submitted the Village Walk Neighborhood to the covenants, restrictions, charges, liens and other provisions set forth in the Declaration and the Supplemental Declaration.

F. By that certain Second Supplemental Declaration of Protective Covenants and Restrictions dated July 8, 2014, recorded in the Clerk's Office on July 10, 2014 as Instrument Number 140011186 (the "Second Supplemental Declaration"), Developer and ME Settlers submitted the Village Walk Neighborhood to the additional covenants, restrictions, charges, liens and other provisions set forth in the Second Supplemental Declaration.

Page 2 of 19

Page 3 of 22

G. Developer and ME Settlers now desire to amend and restate the Second Supplemental Declaration in its entirety, as more particularly set forth in this Amended and Restated Second Supplemental Declaration.

**NOW, THEREFORE,** Developer and ME Settlers hereby declare that the Village Walk Neighborhood, or any piece or portion thereof, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and other provisions of this Amended and Restated Second Supplemental Declaration.

**ARTICLE I  
ADDITIONAL PROVISIONS APPLICABLE TO VILLAGE WALK NEIGHBORHOOD**

Section 1. Creation of Village Walk Neighborhood. By recordation of this Amended and Restated Second Supplemental Declaration, the Village Walk Neighborhood is established, consisting of the property described in Exhibit A attached hereto and incorporated herein. The Village Walk Neighborhood shall be considered a "Neighborhood" under the terms of the Declaration.

Section 2. Neighborhood Assessments. In addition to maintaining any Common Areas and Neighborhood Common Areas within the Village Walk Neighborhood, as required by the Declaration and this Amended and Restated Second Supplemental Declaration, the Association shall provide services as set forth in this Amended and Restated Second Supplemental Declaration and other services as may be authorized by the Board of Directors, the cost of which shall be funded by the Neighborhood Assessment to be assessed pro-rata against the Owners of Lots within the Village Walk Neighborhood, except as otherwise provided for herein. The Neighborhood Assessment shall commence as provided in Section 5.5 of the Declaration. With respect to each of the up to four (4) residential dwelling units to be constructed on Lots in the Village Walk Neighborhood that are to be designated as affordable or workforce housing, the



Neighborhood Assessment shall be assessed at the lesser of: i) seventy percent (70%) of the amount assessed to Lots on which market rate units are constructed, or ii) one-hundred dollars per month, which amount shall be adjusted annually beginning January 1, 2015, and effective as of January 1<sup>st</sup> of each calendar year, to reflect any increase or decrease for the preceding year in the Consumer Price Index (CPI).

Section 3. Performance of Annual Inspections, Treatments and Maintenance. The Association shall provide for annual inspections and treatments for termites and inspections and maintenance on fire suppression (sprinkler) systems, if any, for each completed dwelling unit in the Village Walk Neighborhood in accordance with a procedure established by the Board of Directors. All Owners shall cooperate fully with the Association in the scheduling and completion of such inspections and maintenance. In the event the Association or its designee is prevented from performing such inspection or maintenance due to an Owner's action or inaction, such Owner shall indemnify the Association from any and all losses or damages arising from or related to such action or inaction.

Section 4. Exterior Maintenance. The Association shall be responsible to provide exterior maintenance upon each completed dwelling unit in the Village Walk Neighborhood including (i) repair, maintenance, and replacement of roof shingles, sheathing, felt and flashing; (ii) repair, maintenance, and replacement of gutters and downspouts; (iii) repair, replacement or maintenance of exterior building surfaces limited to siding, cornice, and trim (but specifically excluding doors, windows and their frames); and (iv) periodic painting of exterior painted surfaces (including doors, trim and cornice). Regular maintenance, repairs, and replacements shall be funded by either the Neighborhood Assessment described in Article I, Section 2, the Special Assessment described in Article I, Section 10 or the reserve contributions described in Article I, Section 11, and the Association shall apportion the cost of such maintenance, repairs, and replacements pro rata

among the Lots receiving the same, subject to the Association's reasonable discretion. In no event shall the Association be financially responsible for maintaining, repairing or replacing any portion of a Lot or the improvements thereon which has been damaged and the insurance the Owner is required to maintain is available to cover the cost of such maintenance, repair, or replacement, otherwise, the Association shall perform such maintenance, repair or replacement and levy its costs of doing so to the Owner through a special assessment. To the extent that the Owner of an improved Lot other than the Developer or Parcel Developer (i) installs or plants landscaping on their Lot, (ii) installs irrigation systems, equipment or sprinkler zones on the Lot, or (iii) makes any other improvements or changes to the Lot, or otherwise takes any action or inaction which requires the Association to provide maintenance, repair, or replacement services to such Lot or any improvements thereon in excess of those provided to other improved Lots, the Association may periodically levy an additional assessment on such Lot for the reasonable and actual additional expenses associated with such maintenance, repair, or replacement.

Section 5. Insurance. Each Owner of an improved Lot shall purchase property insurance that shall cover building replacement, in the full value of the improvements on the Lot, and any such other insurance that the Owner deems reasonable or necessary. The Association shall have no responsibility for and shall not purchase any property insurance covering the building replacement value of any improved Lot that it does not own.

Section 6. Party Walls. The rights and duties of the Owners with respect to party walls shall be as follows:

a. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the residences (excluding fences) upon the Lots and which is placed on the dividing line between two (2) Lots so as to be common with, or immediately adjacent to and touching a wall of the residence on the other Lot (i.e., a townhouse or duplex), shall constitute a

party wall, and to the extent not inconsistent with the provisions of this Article I, Section 6, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. If the centerline of a party wall now or hereafter fails to coincide with the boundary between the Lots it serves, an easement for any resulting encroachment is hereby granted to the affected Owner(s).

b. Sharing of Repair / Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners who make use of the wall in proportion to such use. Any disputes over the reasonableness of the cost of such repair and maintenance shall be resolved in accordance with subsection (e) of this Article I, Section 6. No Owner shall impair the structural integrity of any party wall nor diminish the fire protection afforded by any party wall.

c. Destruction by Fire or Other Casualty or Accident. If a party wall is destroyed by fire, casualty or accident, then one of the following provisions shall apply:

(i) Causes Attributable to Neither Owner. If a party wall is destroyed by fire, casualty or accident, the cause of which is not attributable to either Owner or to conditions existing on either Lot or within the residences thereon (e.g., fire caused by lightning and fire originating on property other than either Lot; damage due to storms, floods, wind or other acts of God), then the reasonable cost of the repair or reconstruction of the party wall shall be shared equally by the Owners who share use of the wall. Any disputes over the reasonableness of the cost of such repair or reconstruction shall be resolved in accordance with subsection (e) of this Article I, Section 6.

(ii) Causes Attributable to Conditions Existing on a Lot or Within the Residence Thereon. If a party wall is destroyed or damaged by fire, casualty or accident, the cause of which is attributable to conditions existing on one of the Lots or within the residence thereof

~~Page 6 of 19~~

Page 7 of 22

(e.g., fire originating in only one residence or pipes bursting in only one residence), but which is not attributable to the negligent or willful act or omission of either of the Owners, then the Owner of the Lot upon which such conditions existed (the "Contributing Owner") shall bear the full cost of repair and restoration of the party wall. If the Contributing Owner does not promptly commence efforts to repair and restore the party wall and thereafter diligently prosecute such repair and restoration to completion, then the other Owner (the "Noncontributing Owner") may effect such repair and restoration and either charge the cost of the same to the Contributing Owner or be entitled to prompt reimbursement for same. The costs incurred by the Noncontributing Owner shall constitute both the personal obligation and debt of the Contributing Owner and a lien in favor of the Noncontributing Owner against the Lot of the Contributing Owner.

(iii) Causes Attributable to the Fault of the Owner. If a party wall is damaged or destroyed by fire, casualty, or other causes attributable to the sole fault of either Owner (e.g., the negligent or willful act or omission of either Owner), then the Owner at fault shall bear the full cost of repair and restoration of the party wall. If the Owner at fault does not promptly commence efforts to repair and restore the party wall and thereafter diligently prosecute to completion such repair and restoration, the Owner who is not at fault (the "Innocent Owner") may effect such repair and restoration and either charge the costs of the same plus ten percent (10%) of such cost to the Owner at fault or be entitled to prompt reimbursement for same. The costs incurred by the Innocent Owner, as well as the ten percent (10%) penalty for failure to promptly initiate repair shall constitute both the personal obligation and debt of the Owner at fault and a lien in favor of the Innocent Owner against the Lot of the Owner at fault. The rights of the Innocent Owner provided in this subsection shall not limit, but shall be in addition to, any

right of the Innocent Owner to seek and collect greater damages from the Owner at fault if the damage or destruction is attributed to a willful or negligent act or omission of the Owner at fault.

d. Weatherproofing. An Owner who by his negligent or willful act causes a party wall to be exposed to the elements shall bear the entire cost of furnishing the necessary protection against such elements. The Owner not at fault shall enjoy all the same rights and remedies as an Innocent Owner in subsection (c)(ii) of this Article I, Section 6.

e. Disputes. Upon any dispute arising concerning a party wall, any Owner may seek to have such dispute resolved by the Association's Board of Directors, by providing written notice of such intention to the other Owner and the President of the Association. Unless the responding Owner provides written notice to the initiating Owner and the President of the Association, stating his decision not to allow the dispute to be resolved by the Board of Directors, within fourteen (14) days after the receipt of the notice from the initiating Owner, the dispute shall be heard and resolved by the Board of Directors. Notwithstanding the foregoing, disputes under subsection (b) or subsection (c)(ii) of this Article I, Section 6 shall be resolved by the Board of Directors in accordance with this subsection (e) and no party may "opt-out" or avoid this procedure. The Board of Directors' decision (i) must be in writing, but no reason need be given, and (ii) shall be final and binding on the parties to the dispute. Any party, including the Board of Directors, may be represented by counsel in connection with the presentation of a case before the Board of Directors.

f. Non Applicability. To the extent, but only to the extent, any provision of this Article I, Section 6 is inconsistent with the provisions of any condominium instruments creating a condominium within New Town, the Virginia Condominium Act, or the concept of condominium ownership, such provisions shall not apply to party walls between Lots when such Lots are condominium units.

~~Page 8 of 19~~

Page 9 of 22

g. Right of Contribution. The right of any Owner to contributions from any other Owner under this Article I Section 6 shall be appurtenant to the Owner's Lot and shall pass to such Owner's successors in title.

Section 7. Post Tension Slab System and other Structural Common Elements. Due to the nature of the soils in the area, the Parcel Developer's intent is to use a post tension slab system in the construction of the residential dwelling units on the Lots. This post tension slab system and any other structural common elements of the buildings (excluding party walls, as addressed in Article I, Section 6), shall be maintained by the Association, the cost of which shall be included in the Neighborhood Assessment. No Owner, tenant, guest, invitee, servant or contractor of an Owner shall be permitted to penetrate any post tension slab system prior to obtaining the written approval of the Association and an independent structural engineer. It shall be the responsibility of any Owner seeking such permission to provide any and all information reasonably necessary to the Association's and the independent structural engineer's evaluation of such request. If an Owner's request to penetrate the post tension slab system is approved, however, then any costs related to the Owner's approved request shall be solely the responsibility of the Owner. If any Owner, or its tenant, guest, invitee, servant, contractor, or other representative does penetrate or otherwise harm any post tension slab system without the prior written approval of the Association, then such Owner shall be solely responsible for all adverse consequences of such actions and shall indemnify the Association for all costs, damages and losses related to or arising therefrom.

Section 8. Additional Services to be Provided by the Association. In addition to maintaining any Common Areas and Neighborhood Common Areas within the Village Walk Neighborhood, and providing other services as more specifically set forth in this Amended and Restated Second Supplemental Declaration, the Association shall provide the following services for the benefit of the Lots in the Village Walk Neighborhood on an "as needed" basis (as determined

~~Page 9 of 19~~

Page 10 of 22

Order: 2WRWBXS4Z  
Address: 2022 Holmes Ct E  
Order Date: 08-18-2024  
Document not for resale  
HomeWiseDocs

by the Association's Board of Directors), the cost of which shall be funded by the Neighborhood Assessment described in Article I, Section 2, the Special Assessment described in Article I, Section 10, or the reserve contributions described in Article I, Section 11:

a. Mowing, edging and trimming of grass within portions of Lots not located inside a fenced area.

b. Trimming of shrubs, trees and bushes within portions of Lots not located inside a fenced area.

c. Maintaining, repairing and replacing mailboxes, sidewalks and street lighting.

d. Maintaining any utility or service easement areas located within the Village Walk Neighborhood, as may currently exist or be granted at any time in the future.

e. Complying with any obligations of the Parcel Developer with respect to the Village Walk Neighborhood required under that certain Supplemental Maintenance Agreement dated November 20, 2012 by and among FCP Settler's Market, LLC, Wal-Mart Real Estate Business Trust, the Developer, and FCP Settler's Market II, LLC, to the extent applicable to the Parcel Developer as set forth in that certain Acknowledgement and Assumption of Supplemental Maintenance Agreement entered by the Parcel Developer and effective as of March 17, 2014.

Section 9. Rules and Regulations for the Village Walk Neighborhood. In addition to any Rules that may be adopted by the Board of Directors as set forth in Section 7.1(C) of the Declaration, the Parcel Developer reserves for itself, for so long as it shall own any part of the property comprising the Village Walk Neighborhood, the ability to adopt general rules applicable to the Village Walk Neighborhood to regulate potential problems relating to the use of the Lots and the well-being of the Owners of the Lots (the "Village Walk Rules"), provided that such Village Walk Rules are not inconsistent with any other Association rules applicable to the Neighborhood and

such Village Walk Rules are also approved by the Association in writing prior to their effectiveness. All such Village Walk Rules and any subsequent amendments thereto shall be binding on all Owners of Lots in the Village Walk Neighborhood, including their tenants, guests and invitees, except where expressly provided otherwise in such Village Walk Rules. Such Village Walk Rules as adopted from time to time are herein incorporated by reference and shall be as binding as if set forth herein in full; provided, however, that in the event of a conflict between any provision(s) in the Village Walk Rules and this Amended and Restated Second Supplemental Declaration, the provision(s) set forth in this Amended and Restated Second Supplemental Declaration shall control.

Section 10. Special Assessments for the Village Walk Neighborhood. In addition to the Neighborhood Assessments set forth in Article I, Section 2 and any other assessments described herein, the Association may levy, in any assessment year, one or more special assessments pursuant to the Virginia Code as applicable at the time, if the purpose in doing so is found by the Board of Directors of the Association to be in the best interest of the Association and the Village Walk Neighborhood. Such special assessments may include, but not be limited to, raising funds for significant repairs, replacement or maintenance projects.

Section 11. Village Walk Neighborhood Reserve Contribution. Upon the acquisition of record title to a Lot in the Village Walk Neighborhood by the purchaser thereof (other than the Developer, the Parcel Developer or an owner who purchases solely for the purpose of constructing a dwelling thereon for resale), a contribution shall be made by or on behalf of the purchaser to the Association in the amount of \$300 or such other amount as may be established by the Board of Directors of the Association in its discretion from time to time. This amount shall be deposited in the purchase and sales escrow at settlement and shall be disbursed therefrom to the Association to be held as a reserve fund for the Village Walk Neighborhood. The Association may use the

~~Page 11 of 19~~

Page 12 of 22



Village Walk Neighborhood reserve fund for any purposes related to the Village Walk Neighborhood as the Board of Directors determines in its sole and absolute discretion. Amounts payable under this Article I, Section 11 are in addition to any other Assessments, fees and charges applicable to Lots in the Village Walk Neighborhood.

## **ARTICLE II NEIGHBORHOOD COMMON AREA DESIGNATIONS**

Section 1. Neighborhood Common Areas. The following areas are hereby designated "Neighborhood Common Areas", as defined in the Declaration:

Those certain areas shown and labeled as "COMMON OPEN SPACE #1 0.050 AC.", "COMMON OPEN SPACE #2 1.333 AC." and all those private streets shown and labeled as "TRAILVIEW PRIVATE R/W", "TRAILVIEW VAR. WIDTH PRIVATE R/W", "TRAILSIDE VAR. WIDTH PRIVATE R/W", and "TRAILSIDE ALLEY" on that certain plat entitled "PLAT OF SUBDIVISION OF PARCEL 1C, LOT 1, NEW TOWN, SECTION 9 VILLAGE WALK AT NEW TOWN PHASE I LOTS 1-47, COS #1 AND COS #2" prepared by AES Consulting Engineers, dated February 28, 2014, and recorded in the Clerk's Office contemporaneously herewith (the "Plat"), to which reference is hereby made for a more particular description.

Section 2. Insurance for Neighborhood Common Areas. All insurance policies upon the Neighborhood Common Areas shall be purchased by the Association for the benefit of the Association, the Owners and Mortgagees as their interests may appear. Certificates of mortgagee endorsement shall be issued upon request. All Neighborhood Common Areas improvements and all personal property related thereto shall be insured in an amount equal to one hundred percent (100%) of insurable replacement value as determined annually by the Board of Directors with the assistance of the insurance advisor providing coverage. Such coverage shall provide protection against loss or damage by fire and other hazards covered by a standard

extended coverage endorsement, and such other risks as from time to time shall be customarily covered with respect to comparable improvements and property. All policies shall contain clauses providing for waiver of subrogation. Liability insurance shall be secured as well. All insurance policies shall provide that all proceeds thereof shall be payable to the Association as insurance trustee under this Amended and Restated Second Supplemental Declaration. The sole duty of the Association as insurance trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes stated herein. The applicable insurance limits shall be reviewed at intervals of not more than three (3) years and adjusted if necessary to provide such coverage and protection as the Association may deem prudent. The Association may obtain such other insurance coverage with respect to the Neighborhood Common Areas as it deems prudent.

### **ARTICLE III EASEMENTS**

Section 1. Easements. In addition to all easements and reservations which were reserved or granted to the Developer, the Association and such other benefited parties referenced in the Declaration or in the Supplemental Declaration, all such easements and reservations are hereby granted to and may be exercised by the Parcel Developer as well, for so long as the Parcel Developer owns any part of the property comprising the Village Walk Neighborhood.

Section 2. Maintenance Easement. If an Owner of any Lot must, in order to make repairs or improvements to improvements on such Owner's Lot, enter or cross any area owned or to be owned by the Association, the Developer, the Parcel Developer or a Lot of another Owner, such Owner is hereby granted a perpetual, non-exclusive easement to do so, providing that the Owner shall (i) use the most direct, feasible route in entering and crossing over such an area, (ii) restore the surface so entered or crossed to its original condition, at the expense of the Owner, and (iii)

Page 13 of 19

Page 14 of 22

indemnify and hold harmless the Owner of the Lot entered upon or the Association, the Developer or Parcel Developer as the case may be, to make such repairs from all claims, losses, damages or costs incurred by such Owner as the result of such repairing Owner's entry upon such other Owner's Lot.

Section 3. Easements for Encroachments. Without limiting the easements set forth in Section 8.8 of the Declaration, each Lot within the Neighborhood is declared to have an easement over all adjoining Lots, Common Areas and the Neighborhood Common Areas for the purpose of accommodating any encroachment due to hedges or fences belonging to such Lot, to the extent such hedge or fence encroaches on adjoining Lots, Common Areas or Neighborhood Common Areas, and for maintaining, repairing, replacing or using any feature or element for which an easement for encroachment has been or is granted. The existence of such easements for encroachment shall in no way alter the obligation of the respective Owner(s) to maintain such items, nor shall the encroachment of such items onto adjoining Lots, the Common Areas and/or the Neighborhood Common Areas create or impose any obligation or liability of the Association to maintain, repair, replace or insure such items.

Section 4. Duties of the Association. There is hereby reserved to the Association such easements as are necessary to perform the duties and obligations of the Association as are set forth in this Amended and Restated Second Supplemental Declaration and any other supplemental declaration or amendment as may be applicable to the Village Walk Neighborhood.

Section 5. No Public Use. The easements granted or reserved herein or in the Declaration or the Supplemental Declaration are not intended and shall not be construed to convey any right to use and enjoyment of any portion of the Village Walk Neighborhood to the general public. The general public shall only have the right to use and enjoy those portions of the Village Walk

Neighborhood, if any, duly dedicated to public use by recordation of one or more subdivision plats in the Clerk's Office.

#### **ARTICLE IV GENERAL PROVISIONS**

Section 1. Duration. This Amended and Restated Second Supplemental Declaration shall continue and remain in full force and effect at all times with respect to the Village Walk Neighborhood and each part thereof (subject, however, to the right to amend as provided for herein and in the Declaration) for so long as the Declaration remains in full force and effect.

Section 2. Amendment. This Amended and Restated Second Supplemental Declaration may be amended at any time in the same manner as Amendments to the Declaration. Any amendment must be recorded to become effective; provided, however, that for so long as the Parcel Developer owns any Lot or other portion of the Village Walk Neighborhood, no amendment to this Amended and Restated Second Supplemental Declaration shall be effective without the prior written consent of the Parcel Developer, which shall not be unreasonably withheld.

Section 3. Run with Land. The covenants and restrictions of this Amended and Restated Second Supplemental Declaration shall run with and bind the Village Walk Neighborhood and the Owners and Occupants thereof.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions, which shall remain in full force and effect.

Section 5. Terms and Definitions. Except as expressly provided otherwise herein, the terms and capitalized words used herein shall have the same meaning and definition as set forth in the Declaration.

~~Page 15 of 19~~

Page 16 of 22

Section 6. Contravention. Nothing contained herein shall be construed as altering, amending or vacating the provisions of the ordinances of the County of James City, Virginia, which shall have full force and effect on all property subject to this Amended and Restated Second Supplemental Declaration.

Section 7. Relationship to the Declaration. If there are any conflicts between this Amended and Restated Second Supplemental Declaration and the Declaration, the Declaration shall control, except in clear instances where this Amended and Restated Second Supplemental Declaration provides more specific direction than the Declaration on the applicable issue.

**IN WITNESS WHEREOF**, the undersigned have caused this Amended and Restated Second Supplemental Declaration to be executed as of the day and year first above written. This Amended and Restated Second Supplemental Declaration may be executed in two or more counterparts and by facsimile, each of which shall be an original and all of which together shall constitute one and the same instrument.

[signatures appear on the following pages]

~~Page 16 of 19~~

Page 17 of 22

[COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION]

**NEW TOWN ASSOCIATES, LLC,**  
a Virginia limited liability company

By:   
\_\_\_\_\_  
Lawrence A. Salzman, President

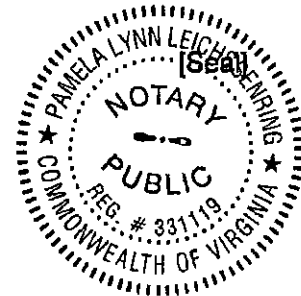
COMMONWEALTH OF VIRGINIA  
COUNTY OF JAMES CITY, to-wit:

The foregoing instrument was acknowledged before me in the County of James City, Virginia, this 16<sup>th</sup> day of JANUARY 2015, by Lawrence A. Salzman, as President of New Town Associates, LLC, a Virginia limited liability company, on its behalf.

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

My commission expires: 7/31/15

Registration number: 331119



Page 17 of 19

Page 18 of 22

Order: ZWRWBXS4Z  
Address: 2022 Holmes Ct E  
Order Date: 08-18-2024  
Document not for resale  
HomeWiseDocs

[COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION]

**ME SETTLERS, LLC**  
a Virginia limited liability company

By: ME Bucket, LLC  
a Virginia limited liability company  
its Manager

By: Markel|Eagle Partners Fund II, LLC  
a Delaware limited liability company  
its Manager

By: Markel|Eagle Partners, LLC  
a Virginia limited liability company  
its Manager

By: *[Signature]*  
Richard E. Core, Jr.  
Vice President

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

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Richard E. Core, Jr., whose name is signed to the foregoing instrument, in his capacity as Vice-President of Markel|Eagle Partners, LLC, a Virginia limited liability company, as Manager of Markel|Eagle Partners Fund II, LLC, a Delaware limited liability company, as Manager of ME Bucket, LLC, a Virginia limited liability company, as Manager of ME Settlers, LLC, a Virginia limited liability company, executed and acknowledged the same in such capacity on behalf of said company before me in my jurisdiction aforesaid.

Given under my hand this 19<sup>th</sup> day of January, 2015.

My commission expires: 2 / 28 / 2015  
Reg. # 148498

*[Signature]*  
Notary Public



**EXHIBIT "A"**

Village Walk Neighborhood Lots 1-47 (including 7A and 7B), COS #1, COS #2, and private right of ways "Trailview", "Trailside", and "Trailside Alley"

All those certain lots, pieces or parcels of land lying and situate in the Jamestown District of the County of James City, Virginia and being identified as Lots numbered "1", "2", "3", "4", "5", "6", "7A", "7B", "8", "9", "10", "11", "12", "13", "14", "15", "16", "17", "18", "19", "20", "21", "22", "23", "24", "25", "26", "27", "28", "29", "30", "31", "32", "33", "34", "35", "36", "37", "38", "39", "40", "41", "42", "43", "44", "45", "46", "47", and "COMMON OPEN SPACE #1 0.050 AC.", "COMMON OPEN SPACE #2 1.333 AC." and all those private streets shown and labeled as "TRAILVIEW PRIVATE RW", "TRAILVIEW VAR. WIDTH PRIVATE RW", "TRAILSIDE VAR. WIDTH PRIVATE RW", and "TRAILSIDE ALLEY" on that certain plat entitled "PLAT OF SUBDIVISION OF PARCEL 1C, LOT 1, NEW TOWN, SECTION 9 VILLAGE WALK AT NEW TOWN PHASE I LOTS 1-47, COS #1 AND COS #2 JAMESTOWN DISTRICT JAMES CITY COUNTY VIRGINIA", prepared by AES Consulting Engineers, dated February 28, 2014, and recorded in the Clerk's Office for the Circuit Court of the County of James City and the City of Williamsburg on July 10, 2014 as Instrument No. 140011185.

**VIRGINIA: CITY OF WILLIAMSBURG & COUNTY OF JAMES CITY**  
This document was admitted to record on 1-21-2015  
at 12:46 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

62840528\_5

~~Page 19 of 19~~

Page 20 of 22

Order: 2WRWBXS4Z  
Address: 2022 Holmes Ct E  
Order Date: 08-18-2024  
Document not for resale  
HomeWiseDocs



## EXHIBIT "B"

This Amended and Restated Second Supplemental Declaration of Protective Covenants and Restrictions (the "Amendment"), dated January 16, 2015 and recorded January 21, 2015 in the Clerk's Office, Circuit Court of the County of James City, Virginia, as Instrument No. 150001138, is being re-recorded for the purpose of naming **EAGLE CONSTRUCTION OF VA., LLC**, a Virginia limited liability company, as a party to the Amendment to be indexed as an additional "Grantor" and "Grantee" and naming **J. MELVIN WATKINS**, Trustee as a party to the Amendment to be indexed as an additional "Grantor". Such parties were inadvertently not included in the original instrument as a result of a scrivener's error.

*Page 21 of 22*

Order: 2WRWBXS4Z  
Address: 2022 Holmes Ct E  
Order Date: 08-18-2024  
Document not for resale  
HomeWiseDocs

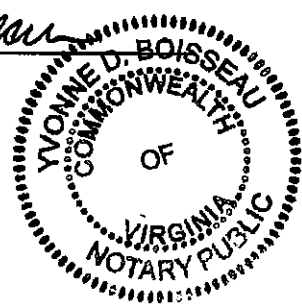
EAGLE CONSTRUCTION OF VA., LLC  
a Virginia limited liability company

By: [Signature]  
Steven P. Settlage, President

COMMONWEALTH OF VIRGINIA  
COUNTY OF HENRICO, to-wit:

The foregoing instrument was acknowledged before me in the County of Henrico, Virginia, this 9<sup>th</sup> day of February, 2015, by Steven P. Settlage, as President of Eagle Construction of Va., LLC, a Virginia limited liability company, on its behalf.

[Signature]  
Notary Public



My commission expires: 2/28/2019  
Registration number: 148498

TRUSTEE:

By: [Signature]  
J. Melvin Watkins

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

The foregoing instrument was acknowledged before me in the City/County of Henrico, Virginia, this 10<sup>th</sup> day of February, 2015, by J. Melvin Watkins, Trustee of Manufacturers and Traders Trust Company, a New York banking corporation.

[Signature]  
Notary Public



My commission expires: 03-31-2016  
Registration number: 341584

Page 22 of 22

VIRGINIA: CITY OF WILLIAMSBURG & COUNTY OF JAMES CITY  
This document was admitted to record on 2-19-2015  
at 11:44 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: [Signature]

Order: 2WRWBXS4Z  
Address: 2022 Holmes Ct E  
Order Date: 08-18-2024  
Document not for resale  
HomeWiseDocs

160 022564

160 020704

Prepared by/Return To:  
Ashley H. Harrison VSB # 41525  
McGuireWoods LLP  
800 E. Canal Street  
Richmond, Virginia 23219

Tax Parcel No.: Portion of 3843300002E

**CORRECTED**

This instrument is being re-recorded for the purpose  
set forth on Exhibit "B" attached hereto and  
recorded herewith.

**THIRD SUPPLEMENTAL DECLARATION OF  
PROTECTIVE COVENANTS AND RESTRICTIONS**

**VILLAGE WALK AT NEW TOWN – also known as SETTLER'S MARKET RESIDENTIAL  
SECTION**

THIS THIRD SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND  
RESTRICTIONS (this "Third Supplemental Declaration") is made this 8th day of November, 2016,  
by **NEW TOWN ASSOCIATES, LLC**, a Virginia limited liability company ("Developer") and **ME  
SETTLERS, LLC**, a Virginia limited liability company ("ME Settlers" and also the "Parcel  
Developer"). [Note to Clerk: Please index both parties as both "Grantor" and "Grantee".]

**RECITALS**

A. New Town Associates, LLC, a Virginia limited liability company, is the Developer  
("Developer") under the Master Declaration of Protective Covenants and Restrictions dated May  
19, 2004, and recorded in the Clerk's Office of the Circuit Court for the City of Williamsburg and  
County of James City, Virginia (the "Clerk's Office"), as Instrument Number 040013865 (the  
"Original Declaration").

B. The real property submitted to covenants, restrictions, easements, charges and  
liens of the Original Declaration is set forth and described in Exhibit A to the Original Declaration.

C. By instrument entitled, "Amended and Restated Master Declaration of Protective  
Covenants and Restrictions for New Town (Residential)," dated June 27, 2005 and recorded in the  
Clerk's Office as Instrument Number 050014430 (the "Amended and Restated Declaration"), the  
Original Declaration was amended and restated in its entirety. The Amended and Restated

Declaration, as may be hereafter amended, restated, modified or supplemented, is hereinafter referred to collectively as the "Declaration".

D. By deed recorded in the Clerk's Office on March 17, 2014, ME Settlers acquired certain real property as more particularly described in Exhibit A attached hereto comprising a portion of the property defined as Additional Area in the Declaration, which it intends to develop as the "Village Walk Neighborhood". ME Settlers is a Parcel Developer under the Declaration and joins this instrument as the fee simple owner of the Village Walk Neighborhood.

E. By that certain Supplemental Declaration of Protective Covenants and Restrictions dated March 17, 2014, recorded in the Clerk's Office on March 20, 2014 as Instrument Number 140004602 (the "Supplemental Declaration"), Developer and ME Settlers submitted the Village Walk Neighborhood to the covenants, restrictions, charges, liens and other provisions set forth in the Declaration and the Supplemental Declaration.

F. By that certain Second Supplemental Declaration of Protective Covenants and Restrictions dated July 8, 2014, recorded in the Clerk's Office on July 10, 2014 as Instrument Number 140011186 (the "Second Supplemental Declaration"), Developer and ME Settlers submitted the Village Walk Neighborhood to the additional covenants, restrictions, charges, liens and other provisions set forth in the Second Supplemental Declaration.

G. By that certain Amended and Restated Second Supplemental Declaration of Protective Covenants and Restrictions dated January 16, 2015, recorded in the Clerk's Office on January 21, 2015 as Instrument Number 150001138 and re-recorded in the Clerk's Office on February 19, 2015 as Instrument Number 150002932 (the "Amended and Restated Second Supplemental Declaration"), Developer, ME Settlers, Eagle Construction of VA, LLC and J. Melvin Watkins amended and restated the Second Supplemental Declaration as more particularly set forth in the Amended and Restated Second Supplemental Declaration.

H. Developer and ME Settlers now desire to subject the property described in Exhibit A to the covenants, restrictions, charges, liens and other provisions set forth in the Amended and Restated Second Supplemental Declaration, as more particularly described in this Third Supplemental Declaration.

**NOW, THEREFORE,** Developer and ME Settlers hereby declare that Village Walk Phase II, as described in Exhibit A, shall be a part of the Village Walk Neighborhood, and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and other provisions of the Amended and Restated Second Supplemental Declaration and this Third Supplemental Declaration.

**ARTICLE I  
APPLICATION OF AMENDED AND RESTATED SECOND SUPPLEMENTAL DECLARATION  
TO VILLAGE WALK PHASE II**

Section 1. Village Walk Phase II. By recordation of this Third Supplemental Declaration, Village Walk Phase II, consisting of the property described in Exhibit A attached hereto and incorporated herein, is established and made subject to the covenants, restrictions, easements, charges, liens and other provisions of the Amended and Restated Second Supplemental Declaration, except as otherwise set forth herein. Village Walk Phase II shall be a part of the Village Walk Neighborhood.

**ARTICLE II  
NEIGHBORHOOD COMMON AREA DESIGNATIONS FOR VILLAGE WALK PHASE II**

Section 1. Neighborhood Common Areas. The following areas are hereby designated "Neighborhood Common Areas", as defined in the Declaration:

Those certain areas shown and labeled as "COMMON OPEN SPACE #3 0.541 AC.", "COMMON OPEN SPACE #4 0.019 AC.," and "COMMON OPEN SPACE 35 0.758 AC." and all those private streets shown and labeled as "GREENVIEW (VAR. WIDTH PRIVATE RW)",

"GREENSIDE (VAR. WIDTH PRIVATE RW)", "GREENVIEW ALLEY (24' WIDTH PRIVATE RW)" and "VILLAGE WALK (26' WIDTH PRIVATE RW)", on that certain plat entitled "PLAT OF SUBDIVISION NEWTOWN, SECTION 9, PARCEL 1 2E, LOT 1 VILLAGE WALK AT NEW TOWN PHASE II LOTS 48-98, COS #3, COS #4 AND COS #5" prepared by AES Consulting Engineers, dated August 12, 2016, and recorded in the Clerk's Office contemporaneously herewith (the "Plat"), to which reference is hereby made for a more particular description.

**Section 2. Insurance for Neighborhood Common Areas.** All Insurance policies upon the Neighborhood Common Areas shall be purchased and maintained by the Association as set forth in the Amended and Restated Second Supplemental Declaration.

### **ARTICLE III GENERAL PROVISIONS**

**Section 1. Duration.** This Third Supplemental Declaration shall continue and remain in full force and effect at all times with respect to Village Walk Phase II, which is a portion of the Village Walk Neighborhood, and each part thereof (subject, however, to the right to amend as provided for herein and in the Declaration) for so long as the Declaration remains in full force and effect.

**Section 2. Amendment.** This Third Supplemental Declaration may be amended at any time in the same manner as Amendments to the Declaration. Any amendment must be recorded to become effective; provided, however, that for so long as the Parcel Developer owns any Lot or other portion of Village Walk Phase II, which is a portion of the Village Walk Neighborhood, no amendment to this Third Supplemental Declaration shall be effective without the prior written consent of the Parcel Developer, which shall not be unreasonably withheld.

**Section 3. Run with Land.** The covenants and restrictions of this Third Supplemental Declaration shall run with and bind Village Walk Phase II, which is a portion of Village Walk Neighborhood, and the Owners and Occupants thereof.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions, which shall remain in full force and effect.

Section 5. Terms and Definitions. Except as expressly provided otherwise herein, the terms and capitalized words used herein shall have the same meaning and definition as set forth in the Declaration.

Section 6. Contravention. Nothing contained herein shall be construed as altering, amending or vacating the provisions of the ordinances of the County of James City, Virginia, which shall have full force and effect on all property subject to this Third Supplemental Declaration.

Section 7. Relationship to the Declaration. If there are any conflicts between this Third Supplemental Declaration and the Declaration, the Declaration shall control, except in clear instances where this Third Supplemental Declaration provides more specific direction than the Declaration on the applicable issue.

Section 8. Execution by Developer. The Developer joins in execution of this Third Supplemental Declaration of Protective Covenants and Restrictions solely for the purpose of subjecting Village Walk Phase II as described in Exhibit A to the Amended and Restated Declaration, as permitted by Section 2.2 thereof, and to the Amended and Restated Second Supplemental Declaration and this Third Supplemental Declaration. The Developer undertakes no obligations of a Parcel Developer of the Association by virtue of this instrument.

**IN WITNESS WHEREOF**, the undersigned have caused this Third Supplemental Declaration to be executed as of the day and year first above written. This Third Supplemental Declaration may be executed in two or more counterparts and by facsimile, each of which shall be an original and all of which together shall constitute one and the same instrument.

[signatures appear on the following pages]


[COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION]

**NEW TOWN ASSOCIATES, LLC,**  
a Virginia limited liability company

By:   
Lawrence A. Salzman, President

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

The foregoing instrument was acknowledged before me in the County of James City, Virginia, this 8<sup>th</sup> day of November 2016, by Lawrence A. Salzman, as President of New Town Associates, LLC, a Virginia limited liability company, on its behalf.

  
Notary Public

My commission expires: 10/31/2020

Registration number: 7696720



[Seal]



[COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION]

**ME SETTLERS, LLC**  
a Virginia limited liability company

By: ME Bucket, LLC  
a Virginia limited liability company  
its Manager

By: Markel|Eagle Partners Fund II, LLC  
a Delaware limited liability company  
its Manager

By: Markel|Eagle Partners, LLC  
a Virginia limited liability company  
its Manager

By: *Richard E. Core, Jr.*  
Name: Richard E. Core, Jr.  
Title: Vice President

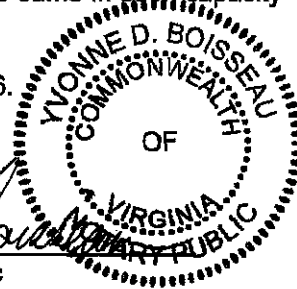
STATE OF VIRGINIA  
CITY / COUNTY OF Henrico, to-wit:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Richard E. Core, Jr. whose name is signed to the foregoing instrument, in his capacity as Vice President of Markel|Eagle Partners, LLC, a Virginia limited liability company, as Manager of Markel|Eagle Partners Fund II, LLC, a Delaware limited liability company, as Manager of ME Bucket, LLC, a Virginia limited liability company, as Manager of ME Settlers, LLC, a Virginia limited liability company, executed and acknowledged the same in such capacity on behalf of said company before me in my jurisdiction aforesaid.

Given under my hand this 8<sup>th</sup> day of November, 2016.

My commission expires: 21 12 2019  
Reg. # 148498

*Yvonne D. Boisseau*  
Notary Public



**EXHIBIT "A"**

Village Walk Phase II, a portion of the Village Walk Neighborhood, Lots 48-98, COS #3, COS #4, COS #5 and private right of ways "Greenview", "Greenside", and "Village Walk"

All those certain lots, pieces or parcels of land lying and situate in the Jamestown District of the County of James City, Virginia and being identified as Lots numbered "48", "49", "50", "51", "52", "53", "54", "55", "56", "57", "58", "59", "60", "61", "62", "63", "64", "65", "66", "67", "68", "69", "70", "71", "72", "73", "74", "75", "76", "77", "78", "79", "80", "81", "82", "83", "84", "85", "86", "87", "88", "89", "90", "91", "92", "93", "94", "95", "96", "97", "98" and "COMMON OPEN SPACE #3 0.541 AC.", "COMMON OPEN SPACE #4 0.019 AC.", "COMMON OPEN SPACE #5 0.758 AC." and all those private streets shown and labeled as "GREENVIEW (VAR. WIDTH PRIVATE RW)", "GREENSIDE (VAR. WIDTH PRIVATE RW)", "GREENVIEW ALLEY (24' WIDTH PRIVATE RW)" and "VILLAGE WALK (26' WIDTH PRIVATE RW)" on that certain plat entitled "PLAT OF SUBDIVISION NEWTOWN, SECTION 9, PARCEL 2E, LOT 1, VILLAGE WALK AT NEW TOWN PHASE II LOTS 48-98, COS #3, COS#4 AND COS #5 JAMESTOWN DISTRICT JAMES CITY COUNTY VIRGINIA", prepared by AES Consulting Engineers, dated August 12, 2016, and recorded in the Clerk's Office for the Circuit Court of the County of James City and the City of Williamsburg on NOVEMBER 15, 2016 as Instrument No. 160020704.

83622762\_2

4 Large/Small Plat(s) Recorded  
herewith as # 160020704

INSTRUMENT 160020704  
RECORDED IN THE CLERK'S OFFICE OF  
WILLIAMSBURG/JAMES CITY COUNTY ON  
November 15, 2016 AT 08:54 AM  
\$0 GRANTOR TAX WAS PAID AS  
REQUIRED BY SEC 58.1-802 OF THE VA. CODE  
STATE: \$0 LOCAL: \$0  
REGIONAL CONGESTION RELIEF: \$0  
MONA A. FOLEY, CLERK  
RECORDED BY: AXS

**EXHIBIT "B"**

**This Third Supplemental Declaration of Protective Covenants and Restrictions ("Third Supplemental"), dated November 8, 2016 and recorded November 15, 2016 in the Clerk's Office, Circuit Court of the County of James City, Virginia, as Instrument No. 160020704, is being re-recorded for the sole purpose to correct a scrivener's error in the subdivision plat title anywhere it appears within this Third Supplemental. Any reference to "Phase I 2E" or "Phase 2E" is hereby corrected to read "Phase 2B".**

[RE-ACKNOWLEDGEMENT SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION]

**NEW TOWN ASSOCIATES, LLC,**  
a Virginia limited liability company

By: \_\_\_\_\_  
Lawrence A. Salzman, President

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

*Henrico*

The foregoing instrument was acknowledged before me in the County of James City, Virginia, this 2 day of December 2016, by Lawrence A. Salzman, as President of New Town Associates, LLC, a Virginia limited liability company, on its behalf.

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

My commission expires: 10/31/2019

Registration number: 7662663



[RE-ACKNOWLEDGEMENT SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION]

**ME SETTLERS, LLC**  
a Virginia limited liability company

By: ME Bucket, LLC  
a Virginia limited liability company  
its Manager

By: Markel|Eagle Partners Fund II, LLC  
a Delaware limited liability company  
its Manager

By: Markel|Eagle Partners, LLC  
a Virginia limited liability company  
its Manager

By: *Richard E. Core, Jr.*  
Name: Richard E. Core, Jr.  
Title: Vice President

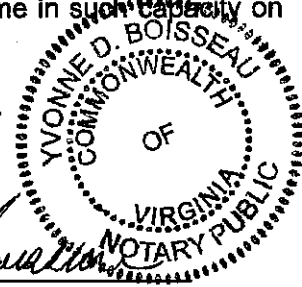
STATE OF VIRGINIA  
CITY/COUNTY OF Henrico to-wit:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Richard E. Core, Jr. whose name is signed to the foregoing instrument, in his capacity as Vice President of Markel|Eagle Partners, LLC, a Virginia limited liability company, as Manager of Markel|Eagle Partners Fund II, LLC, a Delaware limited liability company, as Manager of ME Bucket, LLC, a Virginia limited liability company, as Manager of ME Settlers, LLC, a Virginia limited liability company, executed and acknowledged the same in such capacity on behalf of said company before me in my jurisdiction aforesaid.

Given under my hand this 2<sup>nd</sup> day of December, 2016.

My commission expires: 2 / 28 / 2019  
Reg. # 148498

*Yvonne D. Boisseau*  
Notary Public



VIRGINIA: CITY OF WILLIAMSBURG & COUNTY OF JAMES CITY  
This document was admitted to record on 12-19-2016  
at 10:10 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

Page 11 of 11

4 Large/Small Plat(s) Recorded  
herewith as # 1100022564

BY MONA A. FOLEY, CLERK

BY *Mona A. Foley* Clerk

Order: 2WRWBXS4Z  
Address: 2022 Holmes Ct E  
Order Date: 08-18-2024  
Document not for resale  
HomeWiseDocs



**OFFICIAL RECEIPT  
WILLIAMSBURG/JAMES CITY COUNTY CIRCUIT  
DEED RECEIPT**

DATE : 12/19/2016      TIME : 10:11:59  
 CASHIER : AXS      REGISTER # : WD22  
 INSTRUMENT : 160022584      BOOK :  
 GRANTOR : NEW TOWN ASSOCIATES LLC  
 GRANTEE : ME SETTLERS LLC  
 RECEIVED OF : AES

ADDRESS :  
 DATE OF DEED : 12/19/2016      CHECK NUMBER : 22376      ARVAL : \$0.00  
 CHECK : \$90.00  
 DESCRIPTION 1 : INST 160020704  
 NAMES : 0  
 CONSIDERATION : \$0.00  
 PACKAGE NAME :

CASE # : 830CLR160022564  
 FILING TYPE : COR-PL  
 RECORDED : 12/19/2016  
 EX : N  
 EX : N

RECEIPT # : 16000044395  
 PAYMENT : FULL PAYMENT  
 AT : 10:10  
 LOC : CO  
 PCT : 100%

CHECK NUMBER : 1169  
 OP : 4

CHECK : \$35.00  
 PAGES : 11

MAP :

PIN :

| ACCOUNT CODE | DESCRIPTION                                    | PAID    |
|--------------|--|---------|
| 106          | (TF) TECHNOLOGY TRUST FUND FEE (CIRCUIT COURT) | \$25.00 |
| 301          | DEEDS  | \$82.60 |
| 442          | TRANSFERS TO 1130315                           | \$2.00  |

| ACCOUNT CODE | DESCRIPTION                      | PAID   |
|--------------|----------------------------------|--------|
| 145          | VSLF                             | \$7.50 |
| 315          | MISCELLANEOUS FEES & COMMISSIONS | \$8.00 |

TENDERED : \$ 125.00  
 AMOUNT PAID : \$ 125.00

CLERK OF COURT : MONA A. FOLEY

COURT COPY  
 RECEIPT COPY 2 OF 2

## SUPPLEMENTAL MAINTENANCE AGREEMENT

**THIS SUPPLEMENTAL MAINTENANCE AGREEMENT** (this “**Agreement**”) dated as of the 20th day of November, 2012, by and between **FCP SETTLERS MARKET LLC**, a Virginia limited liability company, (“**FCP**”), **WAL-MART REAL ESTATE BUSINESS TRUST**, a Delaware statutory trust (“**Wal-Mart**”), and **NEW TOWN ASSOCIATES, LLC** a Virginia limited liability company (“**NTA**”), and **FCP SETTLER’S MARKET II, LLC**, a Virginia limited liability company (“**FCP II**”), recites and provides as follows:

### RECITALS:

A. Reference is made to that certain Improvement and Development Agreement, dated March 16, 2006 (the “**Development Agreement**”), between and among **AIG Baker Development, L.L.C.**, a Delaware limited liability company (“**AIG**”), **NTA**, and **Developer’s Realty Corp.**, a Connecticut corporation (“**DRC**”). The Development Agreement is an unrecorded document.

B. **NTA** is the current owner of the **NTA Parcel**, as defined in the Development Agreement.

C. **Settlers Market Developers, LLC**, a Virginia limited liability company, successor in interest to **DRC**, assigned its interest in the Development Agreement to **Wal-Mart** pursuant to that certain Assignment and Assumption of Improvement and Development Agreement, dated July 21, 2008. **Wal-Mart** is the current owner of the **DRC Parcel**, as defined in the Development Agreement.

D. **FCP** is the current owner of the **AIG Parcel**, as defined in the Development Agreement; however, **FCP** is not a party to, and is not bound by, the Development Agreement.

E. The **AIG Parcel**, **DRC Parcel**, and **NTA Parcel** are subject to that certain Declaration of Easements and Covenants, dated May 11, 2007, and recorded in the Clerk’s Office of the Circuit Court of the City of Williamsburg and County of James City (the “**Clerk’s Office**”) on May 16, 2007, as Instrument No. 070014344 (the “**Declaration**”).

F. The Declaration sets forth certain obligations and rights among the owners of the **AIG Parcel**, **DRC Parcel**, and **NTA Parcel** regarding the construction and maintenance of certain improvements to the property, and, with respect to the allocation of costs associated with certain improvements, the Declaration references the Development Agreement.

G. **FCP**, **Wal-Mart**, and **NTA** desire to clarify and continue certain maintenance cost-sharing agreements stated in the Development Agreement, and to include such cost-sharing provisions in this Agreement as restated herein.

## AGREEMENT:

NOW, THEREFORE, for and in consideration of the premises, and mutual covenants and agreements hereinafter set forth, the sum of Ten Dollars (\$10.00) cash in hand paid by each party to the other, and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties hereby covenant and agree as follows:

1. Defined Terms. Unless otherwise defined herein, all capitalized terms used herein shall have the meaning set forth in the Declaration.

2. Maintenance Cost-Sharing. Notwithstanding anything in the Declaration or the Development Agreement to the contrary, the maintenance costs for the following improvements shall be shared as set forth below:

- a. The maintenance cost of the Roadways shall be shared pro-rata by the owners of the AIG Parcel, DRC Parcel, and NTA Parcel based upon Relative Density (as such term is defined below), until such time as the Roadways are accepted into the Virginia Department of Transportation ("VDOT") system, at which time such cost-sharing obligation shall terminate, provided however, the cost of maintenance for portions of the improvements not accepted by VDOT, including without limitation, median landscaping, lighting and other specialty features, shall continue to be shared by the owners of the AIG Parcel, DRC Parcel, and NTA Parcel based upon Relative Density.
- b. The parties acknowledge and agree that the cost of maintaining the BMP A04 Facilities and the BMP A06 Facilities (as defined in the Declaration) shall be governed by that certain Master Declaration of Covenants, Easements and Restrictions, dated June 22, 1998, recorded in the Clerk's Office as Instrument No. 980013868, as assigned by that certain Assignment and Assumption Agreement, dated October 23, 2001, recorded in the Clerk's Office as Instrument No. 010022621, as amended and restated by that certain Amended and Restated Master Declaration of Covenants, Easements and Restrictions for New Town Commercial Properties, dated November 26, 2002, recorded in the Clerk's Office as Instrument No. 020031430, and as supplemented by that certain Supplemental Declaration, dated May 11, 2007, recorded in the Clerk's Office as Instrument No. 070014343 (as supplemented, the "**Master Declaration**").
- c. Unless otherwise agreed by the parties, the cost of maintaining (i) the shared utilities that benefit more than one party, including, without limitation, the electricity for the street lights along Settler's Market Boulevard and the portion of Casey Boulevard east of Settler's Market Boulevard, (ii) the aforementioned street lights and (iii) the shared landscaping and sidewalks along Settler's Market Boulevard and the



portion of Casey Boulevard east of Settler's Market Boulevard, traffic signals any other common improvements (other than the BMPs) which are required to be maintained by AIG, NTA and DRC pursuant to Schedule 7 of the Development Agreement, shall be shared by the owners of the AIG Parcel, DRC Parcel, and NTA Parcel based upon Relative Density.

- d. Unless otherwise agreed by the parties, the cost of maintaining the Open Spaces, as defined in the Development Agreement, shall be shared by the owners of the AIG Parcel and DRC Parcel based upon Relative Density.
- e. For the purposes of this Agreement, and as restated from the Development Agreement, an owner's pro rata share based on "**Relative Density**" shall be calculated as follows: such owner's percentage share of the applicable maintenance cost shall equal the number of gross square feet of building area allowed on such owner's property (based upon the final development plan as approved by James City County, and if the final development plan is not yet available then the calculation shall be based upon the reasonable projected square footage to be allowed as determined by the owners until the final development plan is available), divided by the total gross square footage allowed on all such owners' property benefitted by such improvement, provided however, square footage of residential buildings shall be calculated at 25% of the actual gross square footage of residential buildings.
- f. The parties acknowledge that the Master Declaration provides for the formation of a property owner's "Association". When such Association is formed, or if the parties join an existing Association, or if more than one Association is formed, it is the intent of the parties that such Association or Associations shall assume the maintenance responsibilities of the shared improvements (except for the Roadways to be accepted and maintained by VDOT as provided in Section 2.a. above and except for any utility improvements to be dedicated to James City County, or the James City Service Authority, as applicable, pursuant to the Development Agreement or Declaration). The parties agree that the maintenance cost-sharing provisions contained in the Agreement shall apply until (i) the formation of such Association and (ii) the improvements are dedicated to VDOT and/or James City County, as applicable, at which time this Agreement shall expire and the maintenance costs shall be the responsibility of the Association, VDOT or James City County, as applicable.

3. Authority. Each party hereto covenants that it has the full right and authority to enter into this Agreement without any further consent or approval.

4. Controlling Law. This Agreement shall be construed, performed and enforced in accordance with the laws of the Commonwealth of Virginia.

5. Successors. This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns.

6. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original hereof, but all of which, together, shall constitute a single agreement.

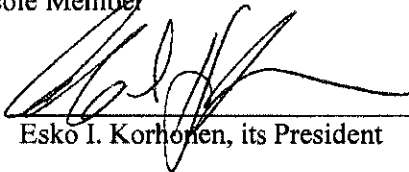
*(Signatures are on the following pages.)*

WITNESS the following signatures and seals:

**FCP SETTLERS MARKET, LLC**, a Virginia limited liability company

By: FCP Settlers Market Member, LLC,  
a Maryland limited liability company,  
Its Class A Member and General Manager

By: FCP Fund I Trust,  
a Maryland real estate investment trust,  
Its sole Member

By:   
Esko I. Korhonen, its President

**ACKNOWLEDGEMENT**

*STATE OF MARYLAND*  
COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF MONTGOMERY, to-wit:

The foregoing instrument was acknowledged before me in the aforesaid jurisdiction this 28<sup>th</sup> day of NOVEMBER, 2012, by ESKO I. KORHONEN, who is personally known to me (or satisfactorily proven), as President of FCP Fund I Trust, as sole member of FCP Settlers Market Member, LLC, the Class A member and General Manager of FCP Settlers Market, LLC, a Virginia limited liability company, on behalf of the company.

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

My Commission expires:  
Registration Number:

12/5/15  
\_\_\_\_\_

DESIREE NOEL HYSON  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires December 5, 2015

(Signatures continue on the following pages.)



NEW TOWN ASSOCIATES, LLC,  
a Virginia limited liability company

By: [Signature]  
Name: JOHN P. McCANN  
Title: EXECUTIVE DIRECTOR

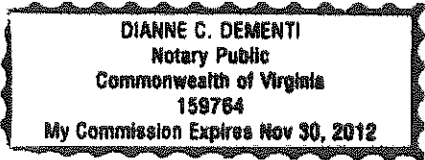
**ACKNOWLEDGEMENT**

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF HENRICO, to-wit:

The foregoing instrument was acknowledged before me in the aforesaid jurisdiction this 00<sup>th</sup> day of NOV, 2012, by JOHN P. McCANN, who is personally known to me (or satisfactorily proven), as EXEC DIR of New Town Associates, LLC, a Virginia limited liability company, on behalf of the company.

[Signature]  
Notary Public

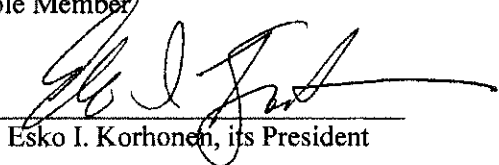
My Commission expires: 11/30/2012  
Registration Number: 159764



**FCP SETTLER'S MARKET II, LLC**, a Virginia  
limited liability company

By: FCP Settler's Market Member, LLC,  
a Maryland limited liability company,  
Its Class A Member and General Manager

By: FCP Fund I Trust,  
a Maryland real estate investment trust,  
Its sole Member

By:   
Esko I. Korhonen, its President

**ACKNOWLEDGEMENT**

*STATE OF MARYLAND*  
COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF MONTGOMERY to-wit:

The foregoing instrument was acknowledged before me in the aforesaid jurisdiction this 28th day of NOVEMBER, 2012, by ESKO I. KORHONEN, who is personally known to me (or satisfactorily proven), as President of FCP Fund I Trust, as sole member of FCP Settlers Market Member, LLC, the Class A member and General Manager of FCP Settlers Market II, LLC, a Virginia limited liability company, on behalf of the company.

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

My Commission expires: 12/5/15  
Registration Number: \_\_\_\_\_

DESIREE NOEL HYSON  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires December 5, 2015

**ACKNOWLEDGEMENT AND ASSUMPTION OF  
SUPPLEMENTAL MAINTENANCE AGREEMENT**

THIS ACKNOWLEDGMENT AND ASSUMPTION OF SUPPLEMENTAL MAINTENANCE AGREEMENT (this "Agreement") is made and entered into as of the 17<sup>th</sup> day of March, 2014 (the "Effective Date"), by ME SETTLERS, LLC, a Virginia limited liability company ("ME Settlers").

**RECITALS**

A. FCP Settler's Market, LLC, a Virginia limited liability company, Wal-Mart Real Estate Business Trust, a Delaware statutory trust, New Town Associates, LLC, a Virginia limited liability company, and FCP Settler's Market II, LLC, a Virginia limited liability company ("FCP"), heretofore entered into that certain Supplemental Maintenance Agreement dated as of November 20, 2012 (the "SMA"), pursuant to which the parties agreed to clarify and continue certain maintenance cost-sharing agreements stated in the Development Agreement (as that term is defined in the SMA) and to provide for certain additional maintenance cost-sharing responsibilities, all as more particularly set forth in the SMA. The SMA is expressly binding upon the successors and assigns of the parties thereto.

B. As of the Effective Date, FCP has conveyed (or shall convey) by special warranty deed to ME Settlers a portion of the AIG Parcel (as that term is defined in the SMA) (the "ME Settlers Property"), upon which ME Settlers plans to construct approximately 107 townhouse units and related infrastructure and amenities.

C. As a condition to its acquisition of the ME Settlers Property, ME Settlers has agreed to enter into this Agreement in order to acknowledge the terms and conditions of the SMA and to expressly assume, as a successor to FCP, a pro-rata share of the responsibilities and obligations under the SMA as the same may be attendant to the ME Settlers Property.

NOW THEREFORE, in consideration of the above recitals incorporated into and made a substantive part of this Agreement and the mutual promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. ME Settlers hereby acknowledges and agrees to all of the terms and conditions of the SMA and expressly assumes the cost-sharing obligations thereunder attendant to the ME Settlers Property (it heretofore being a portion of AIG Parcel), based upon the allocation methodology set forth under the SMA. By its execution hereof, ME Settlers shall be deemed a party to the SMA as a successor to FCP.

2. FCP Settler's Market, LLC, Wal-Mart Real Estate Business Trust, New Town Associates, LLC and FCP shall each be considered a third party beneficiary of this Agreement and as such this Agreement shall be enforceable by one or more of those parties, their successors and assigns.

Order: 2WRWBXS4Z  
Address: 2022 Holmes Ct E  
Order Date: 08-18-2024  
Document not for resale  
HomeWiseDocs

3. The person signing this Agreement on behalf of ME Settlers hereby warrants and represents that he is authorized to represent ME Settlers and that he has full authorization and power to bind ME Settlers to the terms of this Agreement.

4. No right, restriction, condition, obligation or provision of this Agreement shall be deemed to have been waived by reason of any failure to exercise or enforce the same. No provision of the Agreement shall be deemed to have been waived unless such waiver shall be in writing signed by the party to be charged with the waiver.

5. The provisions of this Agreement are severable and the invalidity of one or more of the provisions shall not affect the validity or enforceability of any other provisions.

6. This Agreement shall not be assignable by ME Settlers other than in connection with a permitted assignment of ME Settler's rights and obligations under the SMA. Subject to the restriction set forth in the preceding sentence, this Agreement shall be binding upon and inure to the benefit of ME Settlers and its successors and assigns; provided, however, that ME Settlers' obligations under the SMA may be administered by the governing owners association responsible for the townhouse community to be constructed on the ME Settlers Property.

7. All questions with respect to the construction of this Agreement shall be determined in accordance with the laws of the Commonwealth of Virginia, excluding choice of laws principles.

8. Amendments and modifications to this Agreement shall be in writing, signed by all parties. Facsimile or electronic signatures on this Agreement or any amendment of this Agreement shall be valid and enforceable to the same extent as original signatures.

9. ME Settlers expressly waives and disclaims, in connection with the interpretation of this Agreement, any rule of law requiring that ambiguous or conflicting terms be construed against the party whose attorney prepared this Agreement or any earlier draft of this Agreement.

10. ME SETTLERS WAIVES ALL RIGHT TO A JURY TRIAL WITH RESPECT TO ANY DISPUTE RELATING TO OR ARISING OUT OF THIS AGREEMENT AND ACKNOWLEDGES THAT THIS WAIVER IS MADE KNOWINGLY, VOLUNTARILY, AND AFTER CONSULTING WITH (OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH) COUNSEL OF ITS OWN CHOOSING AS TO THE MEANING OF THIS WAIVER.

11. Time shall be of the essence under this Agreement.

12. In the event of any litigation between ME Settlers and any beneficiary of this Agreement arising under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees and litigation costs incurred in connection with the litigation.

[SIGNATURE PAGE FOLLOWS]

Order: 2WRWBXS4Z  
Address: 2022 Holmes Ct E  
Order Date: 08-18-2024  
Document not for resale  
HomeWiseDocs



IN WITNESS WHEREOF, ME Settlers has duly signed, sealed, and delivered this Agreement as of the day and year first above written.

WITNESS:

ME SETTLERS:

ME SETTLERS, LLC  
a Virginia limited liability company

By: ME Bucket, LLC  
a Virginia limited liability company  
its Manager

By: Markel|Eagle Partners Fund II, LLC  
a Delaware limited liability company  
its Manager

By: Markel|Eagle Partners, LLC  
a Virginia limited liability company  
its Manager

By:   
Richard E. Core, Jr.  
Vice President

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

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Richard E. Core, Jr., whose name is signed to the foregoing instrument, in his capacity as Vice-President of Markel|Eagle Partners, LLC, a Virginia limited liability company, as Manager of Markel|Eagle Partners Fund II, LLC, a Delaware limited liability company, as Manager of ME Bucket, LLC, a Virginia limited liability company, as Manager of ME Settlers, LLC, a Virginia limited liability company, executed and acknowledged the same in such capacity on behalf of said company before me in my jurisdiction aforesaid.

Given under my hand this 14<sup>th</sup> day of March, 2014.

My commission expires: 11 / 30 / 15  
  
Notary Public

Order: 2WRWBX342  
Address: 2022 Home Wise Docs  
Order Date: 08-14-2014  
Document not for  
HomeWiseDocs

3



OFFICIAL RECEIPT  
WILLIAMSBURG/JAMES CITY COUNTY CIRCUIT  
DEED RECEIPT

DATE : 02/01/2023      TIME : 13:39:55      CASE # : 830CLR202301200  
RECEIPT # : 23000002716      TRANSACTION # : 23020100065  
CASHIER : VYS      REGISTER # : E655  
INSTRUMENT : 202301200      BOOK :  
GRANTOR : NEW TOWN RESIDENTIAL ASSOCIATES LLC  
GRANTEE : ABVA DEVELOPMENT LP  
RECEIVED OF : GEDDY HARRIS  
ADDRESS :  
MULTI : \$31.00      CHECK/MO NUMBER : 17434  
DESCRIPTION 1 : SUPPLEMENTAL DEC OF COVENANTS  
NAMES : 0  
CONSIDERATION : \$0.00      AVAL : \$0.00

PAYMENT : FULL PAYMENT  
AT : 13:39  
LOC : CO  
PCT : 100%

FILING TYPE : DEC  
RECORDED : 02/01/2023  
EX : N  
EX : N

| ACCOUNT CODE | DESCRIPTION                   | PAID    |
|--------------|-------------------------------|---------|
| 301          | CLERK RECORDING/INDEXING FEE  | \$28.50 |
| 423          | E-RECORDING DEED PAPER FILING | \$5.00  |

CHECK : \$14.00      CHECK NUMBER : 17441  
PAGES : 013      OP : 0  
PIN OR MAP : 3820100015

| ACCOUNT CODE | DESCRIPTION                 | PAID   |
|--------------|-----------------------------|--------|
| 035          | VIRGINIA OUTDOOR FOUNDATION | \$3.00 |
| 106          | TECHNOLOGY TRST FND         | \$5.00 |
| 145          | VSLF                        | \$3.50 |

TENDERED : \$ 45.00  
AMOUNT PAID : \$ 45.00

Order: 2WRVBE34Z  
Address: 2022 Holmes Ct E  
Order Date: 08-18-2024  
Document not for resale  
HomeWiseDocs

Prepared by:  
Vernon M. Geddy, III, Esquire  
VSB No. 21902  
Geddy, Harris, Franck & Hickman, LLP  
1177 Jamestown Road  
Williamsburg, VA 23185

Return to:  
Susan Bradford Tarley, Esquire  
Tarley Robinson, PLC  
4801 Courthouse Street, Suite 122  
Williamsburg, VA 23188

Tax Parcel Nos.: 3820100015, 3824400061, 3824400062, 3824400063, 3824400064, 3824400065, 3824400066, 3824400067, 3824400068, 3824400069, 3824400070, 3824400071, 3824400072, 3824400073, 3824400074, 3824400075, 3824400076, 3824400077, 3824400078, 3824400123, 3824400124 and 3824400001A

**SUPPLEMENTAL DECLARATION OF  
PROTECTIVE COVENANTS AND RESTRICTIONS**

**NEW TOWN SECTION 8, PARCEL D, PHASE IB, LOTS 61-78 AND 123-124, AND  
COMMON AREA CA-89**

THIS SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS (this "Supplemental Declaration") is made this 26<sup>th</sup> day of January, 2023, by **NEW TOWN RESIDENTIAL ASSOCIATION, INC.**, a Virginia nonstock corporation ("**NTRA**" or the "Association"), **ABVA DEVELOPMENT, LP**, a Virginia limited partnership ("**ABVA**"), and **HHJV, LLC**, a Virginia limited liability company ("**HHJV**"). [Note to Clerk: Please index all parties as both "Grantor" and "Grantee".]

**RECITALS**

R-1. The Amended and Restated Master Declaration of Protective Covenants and Restrictions for New Town (Residential), dated June 27, 2005 and recorded in the Clerk's Office as Instrument Number 050014430 (the "Amended and Restated Declaration") provided the Developer with the right to annex property to the Amended and Restated Declaration. The Developer's right terminated on March 31, 2020, and by the terms of the Amended and Restated Declaration, the Additional Area described on Exhibit "B" to the Amended and Restated Declaration ceased to be Additional Area.

R-2. The Amended and Restated Declaration was amended by a First Amendment to the Amended and Restated Master Declaration of Protective Covenants New Town Residential dated June 6, 2020 and recorded in the Clerk's Office as Instrument Number 200015447 (the "First Amendment") which reserved to NTRA the right to subject additional land to the Declaration.

R-3. ABVA and the Developer incorrectly annexed certain real property identified as New Town Section 8, Parcel D, Phase 1B, Lots 61-78 and 123-124, and Common Area CA-89 (the "Property") to the Amended and Restated Declaration by Supplemental Declaration dated April 5, 2022 recorded as Instrument Number 202205370, and said Supplemental Declaration has been vacated by Deed of Vacation recorded immediately prior hereto.

R-4. ABVA is the owner of a portion of the Property identified as New Town Section 8, Parcel D, Phase 1B, Lots 61-75, and Common Area CA-89 by deed dated December 18, 2014 and recorded in the Clerk's Office as Instrument No. 140020951 (the "ABVA Property").

R-5. By Deed dated July 11, 2022 of record in the aforesaid Clerk's Office as Instrument No. 202210784, ABVA conveyed to HHJV a portion of the Property briefly described as Lots 75, 76, 77 and 78.

R-6. By Deed dated October 11, 2022 of record in the aforesaid Clerk's Office as Instrument No. 202214740, ABVA conveyed to HHJV a portion of the Property briefly described as Lots 123 and 124.

R-7. By Deed dated January 10, 2023 of record in the aforesaid Clerk's Office as Instrument No. 202300480, ABVA conveyed to HHJV a portion of the Property briefly described as Lots 73 and 74.

R-8. ABVA and HHJV now desire to submit the Property as described in Exhibit A hereto (the "Subjected Property") to the covenants, restrictions, charges, liens and other provisions set forth in the Declaration and in this Supplemental Declaration. ABVA is a Parcel Developer under the Amended and Restated Declaration and it joins this instrument along with HHJV as the fee simple owners of the Subjected Property.

R-9. NTRA joins in the execution of this Supplemental Declaration to evidence

approval by the NTRA Board of Directors as required by Article 2.8 of the First Amendment.

**NOW, THEREFORE,** NTRA, ABVA, and HHJV hereby declare that the Subjected Property, or any piece or portion thereof, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and other provisions of the Amended and Restated Declaration and the First Amendment as they be later amended, which are incorporated herein by reference; and further declares that the Subjected Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and other provisions of this Supplemental Declaration.

#### **Article I. NEIGHBORHOOD DESIGNATION**

The Subjected Property is hereby added to the "Neighborhood" (as defined in the Declaration) of the Association, known as the "Section 8, Parcel D Neighborhood" (commonly known as "Shirley Park").

#### **Article II. PROPERTY SUBJECT TO THIS SUPPLEMENTAL DECLARATION**

Section 2.1 Existing Property. The real property that is and shall be held, transferred, sold, conveyed, and occupied subject to this Supplemental Declaration consists of the lots, pieces or parcels of real property, together with improvements thereon, comprising the Subjected Property as more particularly described in Exhibit A attached hereto.

Section 2.2 Additions to Existing Property. All or any portions of the Additional Area as defined in the Amended and Restated Declaration, together with improvements thereon and easements, rights and appurtenances thereunto belonging or appertaining may be added to the Neighborhood by NTRA, by recording an amendment to this Supplemental Declaration or a separate supplemental declaration.

### **Article III. NEIGHBORHOOD COMMON AREA DESIGNATIONS**

Section 3.1 Neighborhood Common Areas. The following areas are hereby designated "Neighborhood Common Areas," as defined in the Amended and Restated Declaration:

Those certain areas shown and labeled as "CA-89 9,085 S.F. 0.209 AC." and the private streets shown and labeled as "STETTINIUS TRAIL (24' PRIVATE R/W)" AND "FRANCIS WILLARD WAY WEST (24' PRIVATE R/W)", on that certain plat entitled "PLAT OF SUBDIVISION SECTION 8, PARCEL D, PHASE IB NEW TOWN LOTS 61-78, 123-124, AND CA-89 OWNED BY ABVA DEVELOPMENT, LP JAMESTOWN DISTRICT, JAMES CITY COUNTY, VIRGINIA" prepared by AES Consulting Engineers, dated September 11, 2020, and recorded in the Clerk's Office contemporaneously herewith (the "Plat"), to which reference is hereby made for a more particular description.

### **Article IV. NEIGHBORHOOD ASSESSMENTS**

Section 4.1 Expenses Attributed to Lots. In addition to maintaining the Neighborhood Common Areas within the Neighborhood, the Association shall provide the following services for the benefit of the Lots within the Neighborhood on an "as needed" basis (as determined by the Association's Board of Directors), the cost of which shall be funded by the Neighborhood Assessment to be assessed pro-rata against the Owners of Lots within the Neighborhood:

- (a) Mowing, edging and trimming of grass within portions of Lots not located inside a fenced area.
- (b) Trimming of shrubs, trees and bushes within portions of Lots not located inside a fenced area.
- (c) Maintaining, repairing and replacing sidewalks and street lighting.
- (d) Maintaining the areas identified as "5' WIDE RESIDENTIAL OWNER'S ASSOCIATION EASMENT INSTR. #180019086", "10'

WIDE UTILITY EASEMENT TO BE DEDICATED TO JCSA”,  
“VARIABLE WIDTH UTILITY EASEMENT TO BE DEDICATED TO  
JCSA”, and “30’ WIDE SHARED URBAN EASEMENT TO BE  
DEDICATED TO JCSA” all as shown on the Plat.

- (e) Maintaining “STETTINIUS TRAIL (24’ PRIVATE RW)” and  
“FRANCIS WILLARD WAY WEST (24’ PRIVATE RW)”.

Section 4.2 Commencement of Neighborhood Assessment. The Neighborhood Assessment shall commence as provided in Section 5.5 of the Amended and Restated Declaration.

#### **Article V. PARTY WALLS**

Section 5.1 Party Walls. The rights and duties of the Owners with respect to party walls shall be as follows:

- (a) General Rules of Law to Apply. Each wall which is built as a part of the original construction of the residences (excluding fences) upon the Lots and which is placed on the dividing line between two (2) Lots so as to be common with, or immediately adjacent to and touching a wall of the residence on the other Lot (i.e., a townhouse or duplex), shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

- (b) Sharing of Repair / Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners who make use of the wall in proportion to such use. Any disputes over the reasonableness of the cost of such repair and maintenance shall be resolved in accordance with subsection (e) of this Article.

- (c) Destruction by Fire or Other Casualty or Accident.

- (i) Causes Attributable to Neither Owner. If a party wall is destroyed by fire, casualty or accident, the cause of which is not attributable to either Owner or to conditions existing on either Lot or within the residences thereon (e.g., fire

caused by lightning and fire originating on property other than either Lot; damage due to storms, floods, wind or other acts of God), then the reasonable cost of the repair or reconstruction of the party wall shall be shared equally by the Owners who share use of the wall. Any disputes over the reasonableness of the cost of such repair or reconstruction shall be resolved in accordance with subsection (e) of this Article.

(ii) Causes Attributable to Conditions Existing on a Lot or Within the Residence Thereon. If a party wall is destroyed or damaged by fire, casualty or accident, the cause of which is attributable to conditions existing on one of the Lots or within the residence thereof (e.g., fire originating in only one residence or pipes bursting in only one residence), but which is not attributable to the negligent or willful act or omission of either of the Owners, then the Owner of the Lot upon which such conditions existed (the "Contributing Owner") shall bear the full cost of repair and restoration of the party wall. If the Contributing Owner does not promptly commence efforts to repair and restore the party wall and thereafter diligently prosecute such repair and restoration to completion, then the other Owner (the "Noncontributing Owner") may effect such repair and restoration and either charge the cost of the same to the Contributing Owner or be entitled to prompt reimbursement for same. The costs incurred by the Noncontributing Owner shall constitute both the personal obligation and debt of the Contributing Owner and a lien in favor of the Noncontributing Owner against the Lot of the Contributing Owner.

(iii) Causes Attributable to the Fault of the Owner. If a party wall is damaged or destroyed by fire, casualty, or other causes attributable to the sole fault of either Owner (e.g., the negligent or willful act or omission of either Owner), then the Owner at fault shall bear the full cost of repair and restoration of the party wall. If the Owner at fault does not promptly commence efforts to repair and restore the party wall and thereafter diligently prosecute to completion such repair and restoration, the Owner who is not at fault (the "Innocent Owner") may effect such repair and restoration and either charge the costs of the same plus ten percent (10%) of such cost to the Owner at fault or be entitled to prompt reimbursement for same. The costs incurred by the Innocent Owner, as well as the ten percent (10%) penalty for failure to promptly initiate repair shall constitute both the personal obligation and debt of the Owner at fault and a lien in favor



of the Innocent Owner against the Lot of the Owner at fault. The rights of the Innocent Owner provided in this subsection shall not limit, but shall be in addition to, any right of the Innocent Owner to seek and collect greater damages from the Owner at fault if the damage or destruction is attributed to a willful or negligent act or omission of the Owner at fault.

(d) Weatherproofing. An Owner who by his negligent or willful act causes a party wall to be exposed to the elements shall bear the entire cost of furnishing the necessary protection against such elements. The Owner not at fault shall enjoy all the same rights and remedies as an Innocent Owner in Subsection (c)(iii) of this Article.

(e) Disputes. Upon any dispute arising concerning a party wall, any Owner may seek to have such dispute resolved by the Association's Board of Directors, by providing written notice of such intention to the other Owner and the President of the Association. Unless the responding Owner provides written notice to the initiating Owner and the President of the Association, stating his decision not to allow the dispute to be resolved by the Board of Directors, within fourteen (14) days after the receipt of the notice from the initiating Owner, the dispute shall be heard and resolved by the Board of Directors. The Board of Directors' decision (i) must be in writing, but no reason need be given, and (ii) shall be final and binding on the parties to the dispute. Any party, including the Board of Directors, may be represented by counsel in connection with the presentation of a case before the Board of Directors. If any party to a dispute serves or has family members who serve on the Board of Directors, such party and such party's family members shall not take part in the Board of Directors' proceedings or decision with respect to such dispute. Notwithstanding the foregoing, disputes under Subsection (b) or Subsection (c)(ii) of this Article shall be resolved by the Board of Directors in accordance with the Subsection (e) and no party may "opt-out" or avoid this procedure.

(f) Non Applicability. To the extent, but only to the extent, any provision of this Article is inconsistent with the provisions of any condominium instruments creating a condominium within New Town, the Virginia Condominium Act, or the concept of condominium ownership, such provisions shall not apply to party walls between Lots when such Lots are condominium units.

## Article VI. EASEMENTS

Section 6.1 Easements Per the Amended and Restated Declaration. The Subjected Property shall be subject to all easements and reservations set forth in the Amended and Restated Declaration, which easements and reservations are hereby reserved and granted to Developer, the Association and such other benefited parties referenced in the Amended and Restated Declaration, and such easements and reservations are incorporated herein in their entirety by reference.

Section 6.2 Power of Attorney Reserved. There shall be and is hereby reserved to NTRA or to ABVA, as applicable, a Power of Attorney with respect to the Subjected Property, to grant easements required by any governmental agency or authority in connection with the release of public improvement bonds or the acceptance of streets for public maintenance. This Power of Attorney shall continue for a period of sixty (60) months from the date hereof, or until (i) the earlier release of all public improvement bonds and (ii) the earlier acceptance of all streets that have been designated to be dedicated to the municipality for public maintenance concerning the Subjected Property.

Section 6.3 Easements for Encroachments. Without limiting the easements set forth in Section 8.8 of the Amended and Restated Declaration, each Lot within the Neighborhood is declared to have an easement over all adjoining Lots, Common Areas and the Neighborhood Common Areas for the purpose of accommodating any encroachment due to building overhang or projection, steps, porches and/or ramps attached to and/or serving the improvements on such Lot. The existence of such easements for encroachment shall in no way alter the obligation of the respective Owner(s) to maintain such items, nor shall the encroachment of such items onto adjoining Lots, the Common Areas and/or the Neighborhood Common Areas create or impose any obligation or liability of the Association to maintain, repair, replace or insure such items.

## Article VII. GENERAL PROVISIONS

Section 7.1 Duration. This Supplemental Declaration shall continue and remain

in full force and effect at all times with respect to the Subjected Property and each part thereof (subject, however, to the right to amend as provided for herein and in the Amended and Restated Declaration) for so long as the Declaration remains in full force and effect.

Section 7.2 Amendment. This Supplemental Declaration may be amended at any time in the same manner as Amendments to the Amended and Restated Declaration. Any amendment must be recorded to become effective.

Section 7.3 Run with Land. The covenants and restrictions of this Supplemental Declaration and the Amended and Restated Declaration shall run with and bind the Subjected Property and the Owners and Occupants thereof.

Section 7.4 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions, which shall remain in full force and effect.

Section 7.5 Terms and Definitions. Except as expressly provided otherwise herein, the terms used herein shall have the same meaning and definition as set forth in the Amended and Restated Declaration.

Section 7.6 Contravention. Nothing contained herein shall be construed as altering, amending or vacating the provisions of the ordinances of the County of James City, Virginia, which shall have full force and effect on all property subject to the Supplemental Declaration.

**IN WITNESS WHEREOF**, the undersigned have caused this Supplemental Declaration to be executed as of the day and year first above written. This Supplemental Declaration may be executed in two or more counterparts and by facsimile, each of which shall be an original and all of which together shall constitute one and the same instrument.

***[SIGNATURES APPEAR ON THE FOLLOWING PAGES]***

[COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION]

**NEW TOWN RESIDENTIAL ASSOCIATION,  
INC.,**

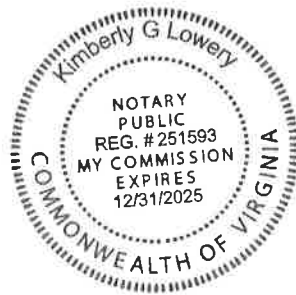
a Virginia non-stock corporation

By: Jack L. Espinal

JACK L. ESPINAL President

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

The foregoing instrument was acknowledged before me in the County of James City, Virginia, this 26<sup>th</sup> day of January, 2023, by Jack L. Espinal, as President of New Town Residential Association, a Virginia non-stock corporation, on its behalf.



Kimberly G. Lowery

Notary Public

My commission expires: 12/31/25

Registration number: 251593

[COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION]

**ABVA DEVELOPMENT, LP,**

a Virginia limited partnership

By: NALD, LLC, General Partner

By: \_\_\_\_\_



Michael N. Youngblood, Manager

COMMONWEALTH OF VIRGINIA

AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in the County of James City, Virginia, this 26th day of Jan., 2023, by Michael N. Youngblood, as Manager, of NALD, LLC as General Partner of ABVA Development, LP, a Virginia limited partnership, on its behalf.



Notary Public

My commission expires: 12-31-2023

Registration number: 183270



[COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION]

HHJV, LLC,

a Virginia limited liability company

By: [Signature]  
Name: Kenneth L. Allen  
Title: Manager

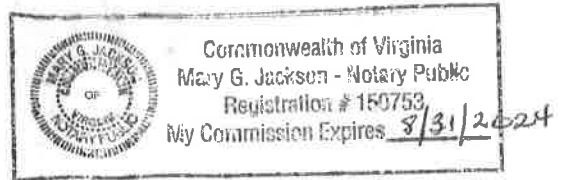
COMMONWEALTH OF VIRGINIA

AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in the County of James City, Virginia, this 21<sup>st</sup> day of Jan, 2023, by Kenneth L. Allen, as Manager, of HHJV, LLC, a Virginia limited liability company, on its behalf.

Mary G. Jackson  
Notary Public

My commission expires: 8/31/2024  
Registration number: 150753



**EXHIBIT A**

**Legal Description of Subjected Property**

**Section 8, Parcel D, Phase IB, Lots 61-78, 123-124, and CA-89**

All those certain lots, pieces or parcels of land, situate, lying and being in James City County, Virginia, shown and designated as Lots "61", "62", "63", "64", "65", "66", "67", "68", "69", "70", "71", "72", "73", "74", "75", "76", "77", "78", "123", "124"; and "CA-89"; and "STETTINIUS TRAIL (24- PRIVATE RW)" and "FRANCIS WILLARD WAY WEST (24' PRIVATE RW)", as shown on that certain plat entitled "PLAT OF SUBDIVISION SECTION 8, PARCEL D, PHASE IB NEW TOWN LOTS 61-78, 123-124, AND CA-89 OWNED BY ABVA DEVELOPMENT, LP JAMESTOWN DISTRICT, JAMES CITY COUNTY, VIRGINIA" prepared by AES Consulting Engineers, dated September 11, 2020, and duly recorded in the Circuit Court Clerk's Office for the County of James City and the City of Williamsburg, Virginia as Instrument No. 202205369, to which plat reference is hereby made for a more particular description.

INSTRUMENT 202301200  
RECORDED IN THE CLERK'S OFFICE OF  
WMSBG/JAMES CITY CIRCUIT ON  
FEBRUARY 1, 2023 AT 01:39 PM  
MONA A. FOLEY, CLERK  
RECORDED BY: VYS



OFFICIAL RECEIPT  
WILLIAMSBURG/JAMES CITY COUNTY CIRCUIT  
DEED RECEIPT

DATE : 02/01/2023      TIME : 13:53:17  
RECEIPT # : 23000002719      TRANSACTION # : 23020100067  
CASHIER : VYS      REGISTER # : E655  
INSTRUMENT : 202301203      BOOK :  
GRANTOR : NEW TOWN ASSOCIATES LLC  
GRANTEE : J LLOYD BUILDER INC  
RECEIVED OF : GEDDY HARRIS  
ADDRESS :  
MULTI : \$31.00      CHECK/MO NUMBER : 17433  
DESCRIPTION 1 : SUPPLEMENTAL DECLARATION OF COVENANTS  
NAMES : 0  
CONSIDERATION : \$0.00      AVAL : \$0.00

CASE # : 830CLR202301203  
FILING TYPE : DEC      PAYMENT : FULL PAYMENT  
RECORDED : 02/01/2023      AT : 13:52  
EX : N      LOC : CO  
EX : N      PCT : 100%

CHECK : \$14.00      CHECK NUMBER : 17442  
PAGES : 015      OP : 0

PIN OR MAP : 3824400033

| ACCOUNT CODE | DESCRIPTION                 | PAID   |
|--------------|-----------------------------|--------|
| 035          | VIRGINIA OUTDOOR FOUNDATION | \$3.00 |
| 106          | TECHNOLOGY TRST FND         | \$5.00 |
| 145          | VSLF                        | \$3.50 |

| ACCOUNT CODE | DESCRIPTION                   | PAID    |
|--------------|-------------------------------|---------|
| 301          | CLERK RECORDING/INDEXING FEE  | \$28.50 |
| 423          | E-RECORDING DEED PAPER FILING | \$5.00  |

TENDERED : \$ 45.00  
AMOUNT PAID : \$ 45.00

Order: 23WR/EB/64Z  
Address: 2022 Holmes Ct E  
Order Date: 08-18-2024  
Document not for resale  
HomeWiseDocs



Prepared by:  
 Vernon M. Geddy, III, Esquire  
 VSB No. 21902  
 Geddy, Harris, Franck & Hickman, LLP  
 1177 Jamestown Road  
 Williamsburg, VA 23185

Return to:  
 Susan Bradford Tarley, Esquire  
 Tarley Robinson, PLC  
 4801 Courthouse Street, Suite 122  
 Williamsburg, VA 23188

Tax Parcel Nos.: 3824400033, 3824400034, 3824400035, 3824400036, 3824400037, 3824400038, 3824400039, 3824400040, 3824400111, 3824400112, 3824400113, 3824400114, 3824400115, 3824400116, 3824400117, 3824400118, 3824400119, 3824400120, 3824400121, and 3824400122

## SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

### NEW TOWN SECTION 8, PARCEL D, PHASE 2A, LOTS 33-40 AND 111-122

THIS SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS (this "Supplemental Declaration") is made this 2<sup>nd</sup> day of January, 2023, by NEW TOWN RESIDENTIAL ASSOCIATION, INC., a Virginia nonstock corporation ("NTRA" or the "Association"), ABVA DEVELOPMENT, LP, a Virginia limited partnership ("ABVA"), HHJV, LLC, a Virginia limited liability company ("HHJV") and J. LLOYD BUILDER, INC., A Virginia corporation ("J. Lloyd"). [Note to Clerk: Please index all parties as both "Grantor" and "Grantee".]

### RECITALS

R-1. The Amended and Restated Master Declaration of Protective Covenants and Restrictions for New Town (Residential), dated June 27, 2005 and recorded in the Clerk's Office as Instrument Number 050014430 (the "Amended and Restated

Declaration”) provided the Developer with the right to annex property to the Amended and Restated Declaration. The Developer’s right terminated on March 31, 2020, and by the terms of the Amended and Restated Declaration, the Additional Area described on Exhibit “B” to the Amended and Restated Declaration ceased to be Additional Area.

R-2. The Amended and Restated Declaration was amended by a First Amendment to the Amended and Restated Master Declaration of Protective Covenants New Town Residential dated June 6, 2020 and recorded in the Clerk’s Office as Instrument Number 200015447 (the “First Amendment”) which reserved to NTRA the right to subject additional land to the Declaration.

R-3. ABVA and the Developer incorrectly annexed certain real property identified as New Town Section 8, Parcel D, Phase 2A, Lots 33-40 and 111-122 (the “Property”) to the Amended and Restated Declaration by Supplemental Declaration dated May 5, 2022 recorded as Instrument Number 202207395, and said Supplemental Declaration has been vacated by Deed of Vacation recorded immediately prior hereto.

R-4. ABVA is the owner of a portion of the Property identified as New Town Section 8, Parcel D, Phase 2A, Lots 33-40 and 111-122 by deed dated December 18, 2014 and recorded in the Clerk’s Office as Instrument No. 140020951 (the “ABVA Property”).

R-5. By Deed dated November 10, 2022 of record in the aforesaid Clerk’s Office as Instrument No. 202216090, ABVA conveyed to HHJV a portion of the Property briefly described as Lots 115 and 122.

R-6. By Deed dated December 19, 2022 of record in the aforesaid Clerk’s Office as Instrument No. 202217504, ABVA conveyed to HHJV a portion of the Property briefly described as Lots 116 and 117.

R-7. By Deed dated July 29, 2022 of record in the aforesaid Clerk’s Office as Instrument No. 202211988, ABVA conveyed to J. Lloyd a portion of the Property briefly described as Lot 38.

R-8. By Deed dated September 16, 2022 of record in the aforesaid Clerk’s Office as Instrument No. 202213911, as corrected by Deed of Correction dated October 6, 2022

R-10. By Deed dated December 19, 2022 of record in the aforesaid Clerk's Office as Instrument No. 202217673, ABVA conveyed to J. Lloyd a portion of the Property briefly described as Lot 37.

R-11. By Deed dated December 19, 2022 of record in the aforesaid Clerk's Office as Instrument No. 202217481, ABVA conveyed to J. Lloyd a portion of the Property briefly described as Lot 39.

R-12. ABVA, HHJV and J. Lloyd now desire to submit the Property as described in Exhibit A hereto (the "Subjected Property") to the covenants, restrictions, charges, liens and other provisions set forth in the Declaration and in this Supplemental Declaration. ABVA is a Parcel Developer under the Declaration and it joins this instrument along with HHJV and J. Lloyd as the fee simple owners of the Subjected Property.

R-13. NTRA joins in the execution of this Supplemental Declaration to evidence approval by the NTRA Board of Directors as required by Article 2.8 of the First Amendment.

**NOW, THEREFORE**, NTRA, ABVA, HHJV and J. Lloyd hereby declare that the Subjected Property, or any piece or portion thereof, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and other provisions of the Declaration and the First Amendment as they be later amended, which are incorporated herein by reference; and further declares that the Subjected Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and other provisions of this Supplemental Declaration.

#### **Article I. NEIGHBORHOOD DESIGNATION**

The Subjected Property is hereby added to the "Neighborhood" (as defined in the Declaration) of the New Town Residential Association, Inc. (the "Association"), known as the "Section 8, Parcel D Neighborhood" (commonly known as "Shirley Park").

## **Article I. NEIGHBORHOOD DESIGNATION**

The Subjected Property is hereby added to the "Neighborhood" (as defined in the Amended and Restated Declaration) of the Association, known as the "Section 8, Parcel D Neighborhood" (commonly known as "Shirley Park").

## **Article II. PROPERTY SUBJECT TO THIS SUPPLEMENTAL DECLARATION**

Section 2.1 Existing Property. The real property that is and shall be held, transferred, sold, conveyed, and occupied subject to this Supplemental Declaration consists of the lots, pieces or parcels of real property, together with improvements thereon, comprising the Subjected Property as more particularly described in Exhibit A attached hereto.

Section 2.2 Additions to Existing Property. All or any portions of the Additional Area as defined in the Amended and Restated Declaration, together with improvements thereon and easements, rights and appurtenances thereunto belonging or appertaining may be added to the Neighborhood by the Association, by recording an amendment to this Supplemental Declaration or a separate supplemental declaration.

## **Article III. NEIGHBORHOOD COMMON AREA DESIGNATIONS**

Section 3.1 Neighborhood Common Areas. The following areas are hereby designated "Neighborhood Common Areas," as defined in the Amended and Restated Declaration:

The private street shown and labeled as "MCCANN WAY (VARIABLE WIDTH PRIVATE RW)", on that certain plat entitled "PLAT OF SUBDIVISION SECTION 8, PARCEL D, PHASE 2A NEW TOWN LOTS 33-40 AND 111-122 OWNED BY ABVA DEVELOPMENT, LP JAMESTOWN DISTRICT, JAMES CITY COUNTY, VIRGINIA" prepared by AES Consulting Engineers, dated July 13, 2021, and recorded in the Clerk's

Office contemporaneously herewith (the "Plat"), to which reference is hereby made for a more particular description.

#### **Article IV. NEIGHBORHOOD ASSESSMENTS**

Section 4.1 Expenses Attributed to Lots. In addition to maintaining the Neighborhood Common Areas within the Neighborhood, the Association shall provide the following services for the benefit of the Lots within the Neighborhood on an "as needed" basis (as determined by the Association's Board of Directors), the cost of which shall be funded by the Neighborhood Assessment to be assessed pro-rata against the Owners of Lots within the Neighborhood:

- (a) Mowing, edging and trimming of grass within portions of Lots not located inside a fenced area.
- (b) Trimming of shrubs, trees and bushes within portions of Lots not located inside a fenced area.
- (c) Maintaining, repairing and replacing sidewalks and street lighting.
- (d) Maintaining the areas identified as "20' MAINTENANCE & ACCESS EASEMENT INSTR. #180019086", "15' DRAINAGE EASEMENT", "5' WIDE ROA EASEMENT", "3" JCSA SHARED URBAN UTILITY EASEMENT", "VARIABLE WIDTH JCSA SHARED URBAN UTILITY EASEMENT", AND "VARIABLE SIGHT EASEMENT HEREBY DEDICATED TO PUBLIC USE" all as shown on the Plat.
- (e) Maintaining "MCCANN WAY (24' PRIVATE R/W)".

Section 4.2 Commencement of Neighborhood Assessment. The Neighborhood Assessment shall commence as provided in Section 5.5 of the Amended and Restated Declaration.

## Article V. PARTY WALLS

Section 5.1 Party Walls. The rights and duties of the Owners with respect to party walls shall be as follows:

(a) General Rules of Law to Apply. Each wall which is built as a part of the original construction of the residences (excluding fences) upon the Lots and which is placed on the dividing line between two (2) Lots so as to be common with, or immediately adjacent to and touching a wall of the residence on the other Lot (i.e., a townhouse or duplex), shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) Sharing of Repair / Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners who make use of the wall in proportion to such use. Any disputes over the reasonableness of the cost of such repair and maintenance shall be resolved in accordance with subsection (e) of this Article.

(c) Destruction by Fire or Other Casualty or Accident.

(i) Causes Attributable to Neither Owner. If a party wall is destroyed by fire, casualty or accident, the cause of which is not attributable to either Owner or to conditions existing on either Lot or within the residences thereon (e.g., fire caused by lightning and fire originating on property other than either Lot; damage due to storms, floods, wind or other acts of God), then the reasonable cost of the repair or reconstruction of the party wall shall be shared equally by the Owners who share use of the wall. Any disputes over the reasonableness of the cost of such repair or reconstruction shall be resolved in accordance with subsection (e) of this Article.

(ii) Causes Attributable to Conditions Existing on a Lot or Within the Residence Thereon. If a party wall is destroyed or damaged by fire, casualty or accident, the cause of which is attributable to conditions existing on one of the Lots or within the residence thereof (e.g., fire originating in only one residence or pipes bursting in only one residence), but which is not attributable to the negligent or willful act or

omission of either of the Owners, then the Owner of the Lot upon which such conditions existed (the "Contributing Owner") shall bear the full cost of repair and restoration of the party wall. If the Contributing Owner does not promptly commence efforts to repair and restore the party wall and thereafter diligently prosecute such repair and restoration to completion, then the other Owner (the "Noncontributing Owner") may effect such repair and restoration and either charge the cost of the same to the Contributing Owner or be entitled to prompt reimbursement for same. The costs incurred by the Noncontributing Owner shall constitute both the personal obligation and debt of the Contributing Owner and a lien in favor of the Noncontributing Owner against the Lot of the Contributing Owner.

(iii) Causes Attributable to the Fault of the Owner. If a party wall is damaged or destroyed by fire, casualty, or other causes attributable to the sole fault of either Owner (e.g., the negligent or willful act or omission of either Owner), then the Owner at fault shall bear the full cost of repair and restoration of the party wall. If the Owner at fault does not promptly commence efforts to repair and restore the party wall and thereafter diligently prosecute to completion such repair and restoration, the Owner who is not at fault (the "Innocent Owner") may effect such repair and restoration and either charge the costs of the same plus ten percent (10%) of such cost to the Owner at fault or be entitled to prompt reimbursement for same. The costs incurred by the Innocent Owner, as well as the ten percent (10%) penalty for failure to promptly initiate repair shall constitute both the personal obligation and debt of the Owner at fault and a lien in favor of the Innocent Owner against the Lot of the Owner at fault. The rights of the Innocent Owner provided in this subsection shall not limit, but shall be in addition to, any right of the Innocent Owner to seek and collect greater damages from the Owner at fault if the damage or destruction is attributed to a willful or negligent act or omission of the Owner at fault.

(d) Weatherproofing. An Owner who by his negligent or willful act causes a party wall to be exposed to the elements shall bear the entire cost of furnishing the necessary protection against such elements. The Owner not at fault shall enjoy all the same rights and remedies as an Innocent Owner in Subsection (c)(iii) of this Article.

(e) Disputes. Upon any dispute arising concerning a party wall, any

Owner may seek to have such dispute resolved by the Association's Board of Directors, by providing written notice of such intention to the other Owner and the President of the Association. Unless the responding Owner provides written notice to the initiating Owner and the President of the Association, stating his decision not to allow the dispute to be resolved by the Board of Directors, within fourteen (14) days after the receipt of the notice from the initiating Owner, the dispute shall be heard and resolved by the Board of Directors. The Board of Director's decision (i) must be in writing, but no reason need be given, and (ii) shall be final and binding on the parties to the dispute. Any party, including the Board of Directors, may be represented by counsel in connection with the presentation of a case before the Board of Directors. If any party to a dispute serves or has family members who serve on the Board of Directors, such party and such party's family members shall not take part in the Board of Directors' proceedings or decision with respect to such dispute. Notwithstanding the foregoing, disputes under Subsection (b) or Subsection (c)(ii) of this Article shall be resolved by the Board of Directors in accordance with the Subsection (e) and no party may "opt-out" or avoid this procedure.

(f) Non-Applicability. To the extent, but only to the extent, any provision of this Article is inconsistent with the provisions of any condominium instruments creating a condominium within New Town, the Virginia Condominium Act, or the concept of condominium ownership, such provisions shall not apply to party walls between Lots when such Lots are condominium units.

## **Article VI. EASEMENTS**

Section 6.1 Easements Per the Amended and Restated Declaration. The Subjected Property shall be subject to all easements and reservations set forth in the Amended and Restated Declaration, which easements and reservations are hereby reserved and granted to Developer, the Association and such other benefited parties referenced in the Amended and Restated Declaration, and such easements and reservations are incorporated herein in their entirety by reference.

Section 6.2 Power of Attorney Reserved. There shall be and is hereby reserved



to NTRA or to ABVA, as applicable, a Power of Attorney with respect to the Subjected Property, to grant easements required by any governmental agency or authority in connection with the release of public improvement bonds or the acceptance of streets for public maintenance. This Power of Attorney shall continue for a period of sixty (60) months from the date hereof, or until (i) the earlier release of all public improvement bonds and (ii) the earlier acceptance of all streets that have been designated to be dedicated to the municipality for public maintenance concerning the Subjected Property.

Section 6.3 Easements for Encroachments. Without limiting the easements set forth in Section 8.8 of the Amended and Restated Declaration, each Lot within the Neighborhood is declared to have an easement over all adjoining Lots, Common Areas and the Neighborhood Common Areas for the purpose of accommodating any encroachment due to building overhang or projection, steps, porches and/or ramps attached to and/or serving the improvements on such Lot. The existence of such easements for encroachment shall in no way alter the obligation of the respective Owner(s) to maintain such items, nor shall the encroachment of such items onto adjoining Lots, the Common Areas and/or the Neighborhood Common Areas create or impose any obligation or liability of the Association to maintain, repair, replace or insure such items.

## **Article VII. GENERAL PROVISIONS**

Section 7.1 Duration. This Supplemental Declaration shall continue and remain in full force and effect at all times with respect to the Subjected Property and each part thereof (subject, however, to the right to amend as provided for herein and in the Amended and Restated Declaration) for so long as the Amended and Restated Declaration remains in full force and effect.

Section 7.2 Amendment. This Supplemental Declaration may be amended at any time in the same manner as Amendments to the Amended and Restated Declaration. Any amendment must be recorded to become effective.

Section 7.3 Run with Land. The covenants and restrictions of this Supplemental

Declaration and the Amended and Restated Declaration shall run with and bind the Subjected Property and the Owners and Occupants thereof.

Section 7.4 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions, which shall remain in full force and effect.

Section 7.5 Terms and Definitions. Except as expressly provided otherwise herein, the terms used herein shall have the same meaning and definition as set forth in the Amended and Restated Declaration.

Section 7.6 Contravention. Nothing contained herein shall be construed as altering, amending or vacating the provisions of the ordinances of the County of James City, Virginia, which shall have full force and effect on all property subject to the Supplemental Declaration.

**IN WITNESS WHEREOF**, the undersigned have caused this Supplemental Declaration to be executed as of the day and year first above written. This Supplemental Declaration may be executed in two or more counterparts and by facsimile, each of which shall be an original and all of which together shall constitute one and the same instrument.

***[SIGNATURES APPEAR ON THE FOLLOWING PAGES]***

[COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION]

**NEW TOWN RESIDENTIAL ASSOCIATION,  
INC., a Virginia non-stock corporation**

By: Jack L. Espinal

JACK L. ESPINAL, President

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

The foregoing instrument was acknowledged before me in the County of James City, Virginia, this 26<sup>th</sup> day of January, 2023, by Jack L. Espinal, as President of New Town Residential Association, a Virginia non-stock corporation, on its behalf.

Kimberly G. Lowery  
Notary Public

My commission expires: 12/31/25  
Registration number: 251593



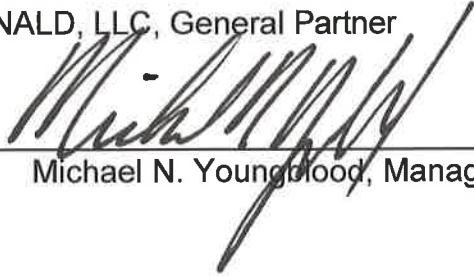
[COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION]

**ABVA DEVELOPMENT, LP,**

a Virginia limited partnership

By: NALD, LLC, General Partner

By:

  
Michael N. Youngblood, Manager

COMMONWEALTH OF VIRGINIA

AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in the County of James City, Virginia, this 26<sup>th</sup> day of January, 2023, by Michael N. Youngblood, as Manager, of NALD, LLC as General Partner of ABVA Development, LP, a Virginia limited partnership, on its behalf.


  
Notary Public

My commission expires: 12-31-2023  
Registration number: 183270



[COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL DECLARATION]

HHJV, LLC,  
a Virginia limited liability company

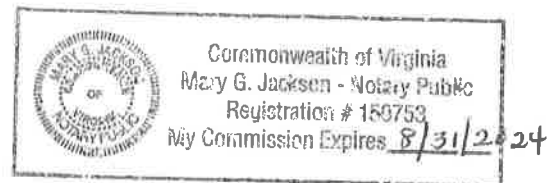
By:   
Name: Kenneth L. Aikens  
Title: Manager

COMMONWEALTH OF VIRGINIA  
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in the County of James City, Virginia, this 21<sup>st</sup> day of Jan, 2023, by Kenneth L. Aikens, as Manager, of HHJV, LLC, a Virginia limited liability company, on its behalf.

  
Notary Public

My commission expires: 8/31/2024  
Registration number: 150753



**J. LLOYD BUILDER, INC.,**  
a Virginia corporation

By:   
Jeremy L. Findlay, President

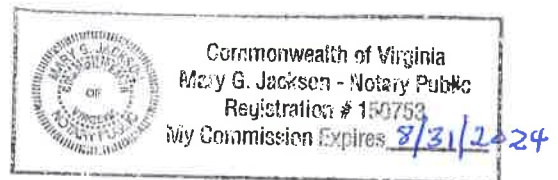
COMMONWEALTH OF VIRGINIA  
COUNTY OF JAMES CITY, to-wit:

The foregoing instrument was acknowledged before me in the County of James City, Virginia, this 27<sup>th</sup> day of January, 2023, by Jeremy L. Findlay, as President of J. Lloyd Builder, Inc., a Virginia stock corporation, on its behalf.

  
Notary Public

My commission expires: 8/31/2024

Registration number: 150753



## EXHIBIT A

### Legal Description of Subjected Property

#### Section 8, Parcel D, Phase 2A, Lots 33-40 and 111-122

All those certain lots, pieces or parcels of land, situate, lying and being in James City County, Virginia, shown and designated as Lots "33", "34", "35", "36", "37", "38", "39", "40", "111", "112", "113", "114", "115", "116", "117", "118", "119", "120", "121", "122", and MCCANN WAY (VARIABLE WIDTH PRIVATE RW)', as shown on that certain plat entitled "PLAT OF SUBDIVISION SECTION 8, PARCEL D, PHASE 2A NEW TOWN LOTS 33-40 AND 111-122 OWNED BY ABVA DEVELOPMENT, LP JAMESTOWN DISTRICT, JAMES CITY COUNTY, VIRGINIA" prepared by AES Consulting Engineers, dated July 13, 2021, and duly recorded in the Circuit Court Clerk's Office for the County of James City and the City of Williamsburg, Virginia as Instrument No. 202207392, which plat reference is hereby made for a more particular description.

INSTRUMENT 202301203  
RECORDED IN THE CLERK'S OFFICE OF  
WMSBG/JAMES CITY CIRCUIT ON  
FEBRUARY 1, 2023 AT 01:52 PM  
MONA A. FOLEY, CLERK  
RECORDED BY: VYS

150019207

This instrument was prepared by Gregory R. Davis, Kaufman and Canoles P.C., 4801 Courthouse Street, Suite 300, Williamsburg, Virginia 23188.

Title Insurance: Unknown

GPINS: See Attached Schedule B for list of GPINS

### AMENITIES USE EASEMENT AND AGREEMENT

This AMENITIES USE EASEMENT AND AGREEMENT dated this 24<sup>th</sup> day of September, 2015 ("Agreement") between NEW TOWN COMMERCIAL ASSOCIATION, INC., a Virginia non-stock corporation ("NTCA") (a Grantor and Grantee for indexing purposes), NEW TOWN RESIDENTIAL ASSOCIATION, INC., a Virginia non-stock corporation ("NTRA") (a Grantor and Grantee for indexing purposes), (NTCA and NTRA are referred to below individually and collectively as the "Association" or the "Associations"), and NEW TOWN ASSOCIATES, LLC, a Virginia limited liability company ("Declarant") (a Grantor and Grantee for indexing purposes):

### RECITALS

R-1. Declarant has developed and continues to develop a mixed use real estate development in James City County, Virginia known as New Town. New Town is a mixed use community consisting of a variety of commercial uses including but not limited to retail, office, entertainment, religious, institutional, and public use buildings, and New Town also contains a variety of residential uses including but not limited to single family attached, single family detached, condominiums, and multi-family buildings. In connection with the development of New Town, Declarant and/or others have constructed or intend to construct certain amenities (the "Amenities") that are intended to benefit both Members of NTCA and NTRA pursuant to the terms of this Agreement.

R-2. NTCA and NTRA are each a property owners association formed pursuant to Section 55-508 *et seq.* of the Code of Virginia, comprised of owners of real property located in New Town.

R-3. NTCA is the commercial property owners' association of New Town. NTCA owns property, bears maintenance and operational responsibilities and has certain authority conferred pursuant to a Master Declaration of Covenants, Easements and Restrictions of record in the Office of the Clerk of the Circuit Court for the City of Williamsburg and County of James City, Virginia as Instrument No. 980013868, as amended by documents of record as Instrument Nos. 010022621 and 020031430, and as may be further amended after the date hereof. This documentation includes in the definition of Common Area a statement that Common Area may be for the benefit of the New Town commercial property owners and any residential property owners even if such residential property is not subjected to the above-referenced Master Declaration. Also Paragraph 8.2 (iv) of said Master Declaration of record as Instrument No. 020031430 allows NTCA to enter into cost sharing, use and cross-access arrangements with any other party providing services in the vicinity of New Town.

Order: 2WRWBXS4Z  
Address: 2022 Holmes Ct E  
Order Date: 08-18-2024  
Document not for resale  
HomeWiseDocs



R-4. NTRA is the residential property owners' association of New Town and owns property, bears maintenance and operational responsibilities and has certain authority conferred pursuant to a Master Declaration of Protective Covenants and Restrictions of New Town (Residential) of record in the aforesaid Clerk's Office as Instrument No. 040013865, as amended by a document of record as Instrument No. 050014430, and as thereafter amended or amended subsequent to the date hereof. Included in such documentation is a statement that Common Area of NTRA may be used for the benefit of both New Town residential property owners and commercial property owners, even if such commercial property is not subjected to the above Master Declaration (Residential). Also Paragraph 4.1 of said Master Declaration of record as Instrument No. 050014430 states that NTRA shall have the express right to enter into cost sharing, use and cross-access arrangements with any other party providing services and/or shared facilities in the vicinity of New Town.

R-5. The Associations have determined it to be in their best interests to provide for management of both Associations and the Amenities by a single management company or manager. This determination is based upon the benefits inuring to each Association from consistent and unified management and maintenance of Amenities and properties within New Town, economies of scale, the fact that Amenities and utilities serving each Association may be located on property owned by the other, obligations of the Associations established zoning proffers, and the complex interworkings of two associations operating within a single master planned mixed use community.

R-6. The purpose of this Agreement is to set forth an agreement by which NTCA and NTRA will share the responsibilities and costs of maintenance, upkeep, replacements and operation of the Amenities, and the access to such Amenities.

#### AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree, and grant and convey easements as follows, which shall run with the title to the land/properties now owned and hereafter acquired by the parties:

1. Amenities.

- a. The existing or planned Amenities within New Town are common area improvements, infrastructure, recreational facilities and areas, open space, specifically including, without limitation, those particular features as identified on Exhibit "A", attached hereto and by this reference made a part hereof (each an "Amenity" and collectively, the "Amenities").
- b. The Declarant shall have the right to define or dedicate additional Amenities, and to subject future real estate, facilities, equipment and/or utilities to the provisions of this Agreement without the consent of either Association or the Committee (defined below).
- c. The provisions of this Agreement apply to Amenities whether they are under construction or completed and includes Amenities, if any, that are constructed and completed by Declarant or by NTCA or NTRA in the future.

d. Any Amenity for which a governmental or other entity provides maintenance, funding and/or management may be excepted from the provisions of this Agreement by the Committee defined below.

2. Jointly Owned Amenities. It is intended by the Declarant that there may be jointly-owned Amenities in the future. Presently, all Amenities are owned individually by NTRA or NTCA or the Declarant. NTRA and NTCA agree that (i) all jointly owned Amenities shall be managed and operated pursuant to this Agreement; (ii) any and all joint amenities shall be conveyed or assigned to one Association or the other for administration, operation and/or maintenance, and (iii) each Association shall pay its allocable amount of costs associated with joint amenities as set by the Committee pursuant to paragraph 5 within forty-five (45) days of being invoiced in writing by the Committee.

3. Services. There are various services that benefit both the NTRA and the NTCA. "Services" shall be defined as community events, garbage removal, street sweeping, seasonal decoration, publicity, water quality monitoring, street lighting, landscape maintenance and irrigation, management, and any other activities, work, or equipment to benefit the Associations, their members and/or New Town. NTRA and NTCA agree that (i) it may be beneficial to share the costs of such Services in the future; and (ii) the Committee shall provide oversight to determine the proportionate cost sharing for such Services in the event that the Associations cannot agree on such cost sharing, and shall further make the final determination on whether such Services are necessary if NTRA and NTCA are unable to agree.

4. Managing Committee:

a. A managing committee ("Committee") consisting of three (3) members of the Board of Directors of NTCA, three (3) members of the Board of Directors of NTRA, and during the Period of Declarant Control of either Association (as such term is defined in the above-referenced Master Declarations), a representative of Declarant, who shall act as Chairperson. The Committee shall oversee the shared use of the Amenities.

b. After both Periods of Declarant Control cease, NTCA and NTRA shall rotate annually in appointing a fourth member of their Board of Directors to the Committee. Such fourth member shall act as Chairperson of the Committee for a one (1) year term. The NTCA shall be the first Association to appoint the fourth Committee member after the Period of Declarant Control. Association designees shall serve at the pleasure of the Board they represent.

c. To further facilitate communication and coordination between Associations, the Boards of Directors of NTCA and NTRA shall each appoint one (1) member of their Boards of Directors to attend the Board meetings of the other Association as an ex-officio non-voting Member, provided, however, that such attendance shall not include attendance at any executive session called pursuant to Va. Code Ann. 55-510.1 C.

d. During the Period of Declarant Control of either Association, Declarant shall have the right to require enlargement of the Committee, provided that any such enlargement shall entail an equal number of members of the Board of Directors of each Association serving

on the Committee. Such enlargement shall not entail increasing the number of representatives of Declarant who serve on the Committee.

5. Committee Responsibilities. With respect to the Amenities, and without limiting the generality of the foregoing, the Committee shall address the following matters:

a. Promulgate rules and regulations governing the shared use and enjoyment of the Amenities, which rules and regulations may be supplemented, modified or amended by the Committee from time to time ("Amenity Rules").

b. NTCA and NTRA individually own Amenities that are subject to this Agreement, and they may own additional Amenities in the future. NTCA and NTRA may also jointly own Amenities. For individually-owned Amenities, NTCA and NTRA shall prepare their own budgets, either for specific Amenities, when practical, or for all Amenities combined, and shall supervise the maintenance, repairs, alterations, additions, replacements, and improvements, and operations for their Amenities. The Committee shall establish the fees and reimbursable amounts and allocation, if any, that either Association or any authorized Amenities user shall pay for the use of the Amenities owned by the other Association.

c. Take such actions as are necessary to provide for Services benefitting New Town, including determining the proportionate cost sharing to be applied to NTRA and NTCA, and determining the necessity of such Services.

d. On or before November 15th of each calendar year other than the calendar year in which this Agreement is recorded, adopt annual operating and capital budgets for jointly-owned Amenities, if any, for the succeeding calendar year. The Committee shall determine (i) which Association will oversee operations, maintenance, repair and replacement and pay all the costs associated therewith; (ii) the Amenities cost allocations for each party; and (iii) establish the contributions or payments by the other Association, including determining the payment due dates. NTCA and NTRA acknowledge that budgets may be amended from time to time due to uncertainties or unanticipated changes.

e. Not less frequently than annually, deliver a report to the Board of each Association setting forth the actual versus budgeted operating and capital expenditures with respect to the jointly owned Amenities for the preceding year.

f. In the event of a dispute between the Associations as to use, maintenance, establishment, costs or any other aspect of an Amenity or proposed Amenity, the determination of the Committee shall be dispositive.

6. Committee Procedures. The following procedures shall apply to the Committee:

a. The Committee shall meet not less frequently than once each calendar year.

b. All meetings shall be open to all members of NTCA and/or NTRA. Each Association shall be given reasonable notice of the time, date and location of scheduled

meetings, and each Association shall be responsible for notifying its own members of the Committee meetings.

c. The agenda for each meeting shall include reasonable time set aside for members of the Associations to speak to the Committee with respect to issues relating to the Amenities, if any.

d. The Committee shall keep a record of its actions.

e. During the Period of Declarant Control, a quorum of Committee members shall consist of 3 members, 1 of whom is a representative of NTCA, 1 of whom is a representative of NTRA and 1 of whom is representative of Declarant. Thereafter, a quorum shall consist of 3 members, 1 of whom is a representative of NTCA, 1 of whom is a representative of NTRA and 1 of whom is the Chairman of the Committee.

f. After the Period of Declarant Control and for so long as Declarant owns land within New Town or additional land upon which Declarant has the right to create additional housing units or additional commercial density within either NTCA or NTRA, Declarant shall receive notice of and a representative of Declarant may attend and participate in (but shall not be entitled to vote at) all Committee meetings.

7. Single Management Company. NTCA and NTRA currently contract with a single management company to provide services in connection with the duties of each Association, and are under, therefore, central management as of the date hereof. NTCA and NTRA shall continue to contract with a single management company to provide services to the Associations. The Committee shall work with both Associations to facilitate the selection of a single management company by the Boards of Directors for each Association. Once selected, a representative or representatives of such management company may attend and participate in (but shall not be entitled to vote at) meetings of the Committee.

8. Association Rules. NTCA and NTRA each has certain rules and regulations, which change from time to time. These rules and regulations address, but are not limited to, various rights and responsibilities regarding access or use of Amenities in New Town and may include allowances for members, guests, invitees, tenants, etc. These rules and the rights to promulgate and manage them shall remain the individual responsibility of each respective Association for any individually owned Amenities and shall become the joint responsibility of the Associations, administered by the Committee for all jointly owned Amenities, if any. The NTCA and the NTRA shall have enforcement authority with respect to their respective members for any Amenity Rules. No rule or regulation promulgated by either Association shall conflict with Amenity Rules or the terms hereof, and any such rule or regulation inconsistent with or in conflict with the terms of this Agreement shall be void and unenforceable. Each Association shall enforce its rules and regulations relative to any Amenity, as authorized by law, upon request of the other Association or the Committee. Each Association shall enforce the Amenity Rules if requested to do so, in writing, by the Committee.

9. Grants of Easements.

a. NTRA Easement. To the extent that any Amenities owned by NTRA encroach on any property owned by NTCA or the Declarant, whether by reason of any construction or any deviation from the plats and plans in the construction, repair, renovation, restoration, or replacement of any improvement, or by reason of the settling or shifting of any land or improvement, a valid perpetual, non-exclusive easement permitting such encroachment is hereby granted (the "NTRA Easement").

b. NTCA Easement. To the extent that any Amenities owned by NTCA encroach on any property owned by NTRA or the Declarant, whether by reason of any construction or any deviation from the plats and plans in the construction, repair, renovation, restoration, or replacement of any improvement, or by reason of the settling or shifting of any land or improvement, a valid perpetual, non-exclusive easement permitting such encroachment is hereby granted (the "NTCA Easement").

c. Retained Rights. With respect to easements created by this paragraph, each Association retains the following rights that it may exercise in its reasonable discretion, and no approval by any other party is required:

- (i) The right to use such easement areas for all purposes and uses.
- (ii) The right to create and/or grant non-exclusive easements and other rights to third parties, over, under, through and across easement areas.
- (iii) The right to enter into additional shared maintenance agreements.
- (iv) The rights to use, construct, operate, maintain, replace, enlarge and repair Amenities.
- (v) The right to establish rules and regulations for easement areas.

Notwithstanding anything contained in this Agreement to the contrary, the retained rights of each Association under this Agreement shall not, in any way, affect, interrupt or interfere with the authority and actions of the Committee or easements benefitting the other Association as set forth above.

d. Each Association hereby grants and conveys to the other Association (i) an easement for the use, maintenance and enjoyment of the Amenities and each Amenity, (ii) the NTRA Easement (iii) the NTCA Easement and (iv) an easement to effectuate the terms of this Agreement, all such easement rights being subject to the terms set forth herein.

e. Property acquired by either NTRA or NTCA after the effective date of this Agreement, easements conveyed from one Association to the other for Amenities after such effective date, and/or Amenities established after such effective date shall be subject to the terms hereof.

10. NTRA Swimming Pool and Complex. The Swimming Pool and Swimming Pool Complex are owned by NTRA. The owners of residential condominium units and their residential tenants in the NTCA shall have the right and easement of enjoyment to the Swimming Pool and Swimming Pool Complex, subject to the rights of NTRA set forth in this Agreement and in the Declaration for NTRA, as amended and supplemented from time to time. The Swimming Pool and Swimming Pool Complex rights created here shall not extend to tenants or residents in apartment complexes located in New Town, nor to any commercial owner in New Town. In each year in which the Swimming Pool is open for substantially all of the season, NTCA shall pay NTRA an annual fee of \$20,000 ("Pool Annual Fee") in equal payments due May 15 and August 15 of each year. The Pool Annual Fee shall be adjusted annually at a rate equal to the percentage increase of CPI from the immediately preceding calendar year. "CPI" shall mean the Consumer Price Index for All Urban Consumers, All Items, U.S.A. Area, 1982-1984 = 100, as published by the Bureau of Labor Statistics, United States Department of Labor (U.S. City Average). If such index is discontinued, CPI shall then mean the most nearly comparable index published by the Bureau of Labor Statistics or other official agency of the United States Government as reasonably determined by the NTRA. The Pool Annual Fee may also be adjusted annually as proposed by NTRA or NTCA and approved by the Committee. In the event of a dispute regarding the Pool Annual Fee, NTRA and NTCA shall be bound by the decision of the Committee which shall be dispositive.

11. Storage Facilities.

a. NTCA may in the future acquire or establish certain storage facilities used for equipment, decorations, or other property of NTCA. NTRA shall have the right and easement of use and enjoyment of said storage facilities, subject to the rights of NTCA set forth in this Agreement and in the Declaration for NTCA, as amended and supplemented from time to time. NTRA shall pay a user fee established by the Committee for use of such storage facilities.

b. NTRA may acquire or establish in the future facilities for storage or maintenance purposes. The NTCA shall have the right and easement of use and enjoyment of such storage facilities and maintenance facilities, subject to the rights of NTRA set forth in this Agreement and in the Declaration for NTRA, as amended and supplemented from time to time. NTCA shall pay a user fee established by the Committee for any use of such storage and maintenance facilities.

c. This paragraph shall not be read to create a right on the part of any member of either Association, or any resident of New Town to utilize such storage and/or maintenance facilities.

12. Limitations on Use.

a. No one otherwise entitled to use and enjoy the Amenities may do so if his or her rights have been duly suspended by (i) either Association Board, or (ii) as a result of violation of the Amenity Rules.

b. Any rule adopted by either Association now existing or hereafter enacted which is inconsistent with the terms of this Agreement shall be void, unenforceable and of no effect.

13. Default. If NTCA or NTRA fails to reimburse the other for its allocable portion of any costs pursuant to this agreement within forty-five (45) days after written demand, and such failure is not cured within (ten) 10 days after receipt of written notice thereof, the rights of use and enjoyment vested in bona fide members, their guests and invitees shall be deemed to have been suspended with respect to the Amenities of the Association not in default, which suspension shall continue until the foregoing payment default is cured, with interest paid on the amount in default from the due date thereof until the day of payment at the rate of twelve percent (12%) per annum. If NTCA or NTRA engages counsel with respect to any amount in default, whether or not suit is filed, the prevailing party shall reimburse the other party for all reasonable attorneys' fees and costs incurred in enforcing this Agreement.

14. Dispute Resolution. In the event of an impasse by the Committee, deadlock between the Associations, or any dispute or controversy arising out of or in any way related to the terms of this Agreement, such impasse, dispute and/or controversy shall be resolved in accordance with the following arbitration provisions:

a. A Board of Arbitrators shall be impaneled. Each Association shall identify one (1) disinterested arbitrator, and the two (2) arbitrators so identified shall select and impanel a third arbitrator.

b. The Board of Arbitrators shall receive evidence, testimony and render a decision implementing such procedures as it may determine to be necessary and shall render a decision which shall be binding upon the parties and shall not be appealable. Each party shall be entitled to be represented by counsel before the Board of Arbitrators.

c. All costs of the arbitration, including without limitation, fees and expenses to the arbitrators, reasonable attorneys' fees and costs incurred by the parties shall be paid by the non-prevailing party, or the substantially non-prevailing party, as such costs and allocation of same shall be determined by the Board of Arbitration.

15. No Public Use. This Agreement shall not create any right in the public to use of the Amenities. Notwithstanding the foregoing, each Association is permitted to make such use of the Amenities it owns as permitted or authorized by its governing documents and Virginia law. This Agreement shall not be read to create a duty on the part of the Committee or either Association to make any Amenity available for use by the general public.

16. Insurance. Each Association shall name the other Association, its Board and the Committee such other additional insureds on its policy of general liability insurance providing split liability limits of not less than \$1,000,000 per occurrence and \$2,000,000 in aggregate. Each Association shall, no less frequently than annually, provide evidence of its insurance to such effect to Secretary of the benefited Association.

17. Indemnification.

a. NTRA hereby agrees to indemnify and hold NTCA harmless from and against any and all loss, cost, expense, claims, damages, suits, litigation or liability (including but not limited to reasonable attorneys' fees) (together "Claims") arising out of use of any of the Amenities by NTRA or its members that are owned by NTCA, or are jointly owned by NTRA and NTCA.

b. NTCA hereby indemnifies and agrees to hold NTRA harmless from and against any and all loss, cost, expense, claims, damages, suits, litigation or liability (including but not limited to reasonable attorneys' fees) (together "Claims") arising out of use of any of the Amenities by NTCA or its members that are owned by NTRA, or are jointly owned by NTCA and NTRA.

c. The indemnity provisions of this paragraph shall not apply to any Claim paid or covered by any policy of insurance. Each party expressly waives any and all subrogation rights and right(s) of recovery of insured claims by anyone claiming through them.

18. Amendment. Amendments to this Agreement must be approved by the Boards of each Association and Declarant (for so long as Declarant owns land within either NTCA or NTRA or additional land upon which it has the right to create additional members within either NTCA or NTRA). In addition, any amendment to Paragraph 7 of this Agreement (requiring a single management company) and any amendment that, if adopted, would result in disparate terms for use and enjoyment of the Amenities by members of the respective Association and/or allocate costs associated with the Amenities other than in accordance with this Agreement must be approved by not less than 2/3rds of the votes cast in person or by proxy at a duly called meeting of the members of each Association at which a quorum is present.

19. Notices. All notices required or permitted pursuant to this Agreement shall be sent by U.S. first class certified mail, return receipt requested, to the recipient care of its President then of record with the State Corporation Commission of Virginia or registered agent of record with the State Corporation Commission of Virginia.

20. Further Assurances. The parties hereto agree to execute and deliver such additional documents as may be reasonably necessary to further the intent of this Agreement.

21. No Partnership, Joint Venture. This Agreement does not create, nor shall it be construed as creating, a partnership or joint venture between the parties. In no event shall any of the parties hereto be liable or responsible for any contractual, tortious, or other liability, obligation or debt of any other party.

22. Miscellaneous. This Agreement shall be construed, performed and enforced in accordance with the laws of the Commonwealth of Virginia and shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. When the context in which words are used in this Agreement indicates that such is the intent, words in the singular number shall include the plural, and vice versa, and words in the masculine gender shall include the feminine and neuter genders, and vice versa. Titles and headings to paragraphs herein are inserted for the convenience of reference only, and are not intended to be a part of or to affect the



meaning or interpretation of this Agreement. This Agreement contains the entire agreement between the parties hereto relating to the subject matter and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties hereto. This Agreement shall not be amended or modified and no waiver of any provision hereof shall be effective unless set forth in a written instrument executed by the parties hereto. No party's delay or omission to exercise any right or power accruing upon any other party's non-compliance or default with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof, except as otherwise may be herein provided. A party's waiver of any covenant, condition or agreement to be performed by the other party shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained. The provisions of this Agreement are severable; in the event that any clause, term, paragraph, portion or obligations set forth above is determined by any court or arbitration proceeding to be invalid, illegal, unenforceable or of no effect for any reason, the remainder of this Agreement shall remain in full force and effect, unaffected by any such determination.

23. Effective Date. This Agreement shall be effective upon the date and time on which it is recorded in the Office of the Clerk of the Circuit Court for the City of Williamsburg and County of James City.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed as of the first date set forth above.

NTCA

New Town Commercial Association, Inc. A  
Virginia non-stock corporation

By: \_\_\_\_\_

Lawrence A. Salzman  
President

NTRA

New Town Residential Association, Inc. A  
Virginia non-stock corporation

By: \_\_\_\_\_

John McCann  
President

NEW TOWN ASSOCIATES, LLC

A Virginia Limited Liability Company

By: [Signature]  
Lawrence A. Salzman  
President

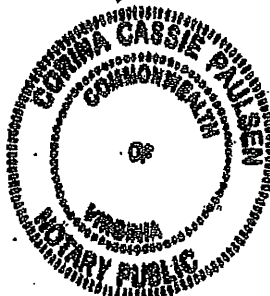
COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF James City, to wit:

I, Corina Cassie Paulsen, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Lawrence A. Salzman, President of New Town Commercial Association, Inc., a Virginia non-stock corporation, whose name is signed to the foregoing instrument or writing, has acknowledged the same before me in the jurisdiction aforesaid.

GIVEN under my hand this 29 day of September 2015.

[Signature]  
Notary Public

My Registration Expires: 7-31-2016  
My Registration No.: 7199694



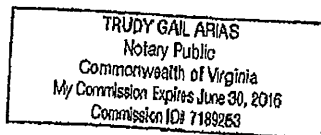
COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF Henrico, to wit:

I, Trudy Gail Arias, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that John McCann, President of New Town Residential Association, Inc., a Virginia non-stock corporation, whose name is signed to the foregoing instrument or writing, has acknowledged the same before me in the jurisdiction aforesaid.

GIVEN under my hand this 24<sup>th</sup> day of September, 2015.

[Signature]  
Notary Public

My Registration Expires: June 30, 2016  
My Registration No.: 7189253



COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF James City, to wit:

I, Corina Cassie Paulsen, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Lawrence A. Salzman, President of New Town Associates, LLC a Virginia Limited Liability Company, whose name is signed to the foregoing instrument or writing, has acknowledged the same before me in the jurisdiction aforesaid.

GIVEN under my hand this 29 day of September, 2015.

Corina Cassie Paulsen  
Notary Public

My Registration Expires: 7-31-2016  
My Registration No.: 7199694

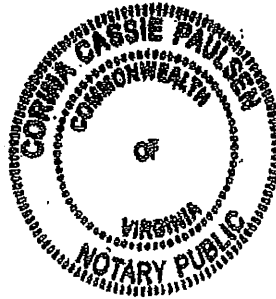


EXHIBIT A

**AMENITIES SUBJECT TO AGREEMENT**

NTCA and NTRA agree that the Amenities listed below may change from time to time, and that their responsibilities for all the Amenities include, but are not limited to the following:

a. Maintenance, replacement and operation of any of the following which benefit and/or are utilized by all owners of property in New Town:

- (i) common areas such as parking lots, walking trails, squares, parks, and gazebos,
- (ii) fountains, water features, irrigation facilities, and wells,
- (iii) swimming pool and complex,
- (iv) playgrounds,
- (v) stormwater management and maintenance facilities (BMPs, ponds, culverts, pipes, etc.),
- (vi) private (non-public) streets and streetscapes, including but not limited to street sweeping and snow removal,
- (vii) dumpster enclosures (to include trash removal and pick up),
- (viii) storage facilities and maintenance equipment,
- (ix) seasonal or special event equipment,
- (x) common area improvements such as benches, trash cans, bicycle racks, lighting for streets, parking lots, parks and trails, signs, Wi-Fi equipment,
- (xi) electric/battery-powered automobile charging stations,
- (xii) other items associated with operation of common areas and public space in New Town,

b. Community events and sponsorships, as appropriate.

c. Any and all other costs associated with the New Town common areas, Amenities, and facilities which benefit Members of both the Commercial Association and the Residential Association.

d. NTCA and NTRA also agree to review and update this list annually.

EXHIBIT B

GPIN NUMBERS OF AFFECTED PROPERTIES

3822400005  
3822400012  
3822400015A  
3822600002  
3840100050  
3842400001C  
3842400001D  
3842400001E  
3842400001F  
3842400006  
3842400015  
3842400016  
3911500010  
3930400006  
3820100009  
3822600001C  
3822600001D  
3823000001A  
3823000001B  
3823200001A  
3823200001B  
3842600001A  
3842600001B  
3824100001A  
3824100001B

VIRGINIA: CITY OF WILLIAMSBURG & COUNTY OF JAMES CITY  
This document was admitted to record on 10-8-2015  
at 2:54 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

**Resolutions & Policies**  
**New Town Residential Association, Inc.**

Order: 2WRWBXS4Z  
Address: 2022 Holmes Ct E  
Order Date: 08-18-2024  
Document not for resale  
HomeWiseDocs

**NEW TOWN RESIDENTIAL ASSOCIATION**  
**ELECTRONIC MEETING POLICY**

WHEREAS, §55.1-1832.F. of the Virginia Property Owners’ Association Act, Va. Code §§55.1-1800, et seq, as amended effective July 1, 2021 (“POA Act”), provides that any meeting of the Association, the Board of Directors, or any committee may be held entirely or partially by electronic means if the Board of Directors has adopted guidelines for the use of electronic means for such meetings, and that such guidelines shall ensure that the persons accessing such meetings are authorized to do so and that persons entitled to participate in such meetings have an opportunity to do so.

WHEREAS, §55.1-1815.H. of the POA Act provides that a Member of the Association may vote by electronic means at meetings of the Members provided that the Board of Directors has adopted guidelines for voting by electronic means.

WHEREAS, the Board of Directors of the Association desires to adopt a policy to establish guidelines for holding Member, Board of Directors, and committee meetings entirely or partially by electronic means and for voting at such meetings by electronic means and/or by absentee ballot.

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT the following policies and procedures shall apply to meetings of the New Town Residential Association (the Association) that, in the Board’s discretion, are held entirely or partially by electronic means, and to votes conducted by the Association, the Board of Directors, or any committee of the Association:

1. Any meeting of the Members of the Association, the Board of Directors, or any committee of the Association may be held either entirely or partially by electronic means. Electronic means may include teleconference, videoconference, Internet exchange, or other electronic means. For the purposes of this policy, any meeting held by electronic means shall be referred to as a “Virtual Meeting.”

2. Virtual Meetings shall be open to Members of the Association, members of the Board of Directors, the Association’s Managing Agent, and any other guests or attendees who are invited by the Board or Committee Chair to attend to assist with the meeting or the operation of the Association. Members shall not share access information for the Virtual Meeting with non-Members who are not entitled to attend the meeting.

3. Access information for joining Virtual Meetings shall be provided, as applicable, to Members of the Association, members of the Board of Directors, members of the committee that is meeting, and/or to invited attendees by email, by posting on the Association's website, or in some other manner reasonably calculated to be available to those persons entitled to notice of the meeting at least twenty-four (24) hours in advance of the meeting start time.

4. Notice of the meeting must also be sent in advance of each Virtual Meeting as required by the Bylaws and applicable law and in compliance with the notice deadlines set forth in the Bylaws and applicable law.

5. When possible, Members should use their name, as it appears on the Association's membership list, as their screen name or attendee name. If this is not possible, attendees whose identity cannot be ascertained by their screen name or other login information available to the meeting host should identify themselves at the start of the meeting so that their membership in the Association and right to attend the meeting can be confirmed. At any time during a Virtual Meeting, the meeting host, Association President, or other person presiding over the meeting may request that one or more attendees whose identity cannot be ascertained identify themselves and any person who fails to identify themselves when requested may be disconnected from the Virtual Meeting.

6. If possible, meetings that are held entirely virtually shall be held using an electronic platform that allows members the option to join either by computer or by phone. The platform used for the Virtual Meeting should allow all Members to generally hear the person speaking.

7. As with a meeting held in person at a designated location, the President or other appropriate officer shall preside over the meeting. To avoid unnecessary interruptions and distractions, persons who are not speaking should mute themselves or may be muted by the host. A time period shall be provided during each Virtual Meeting to allow Members to speak on any item of Association business (at a membership or regular Board meeting) or any item on the agenda (at a special Board meeting or committee meeting). The President/Board or Committee Chair may impose a reasonable limit on the amount of time each Member may speak during this "Member Comment" time period so long as such time limit is imposed consistently as to all Members wishing to speak. Members shall avoid statements that are threatening, vulgar, offensive, defamatory, unrelated to Association business, or otherwise inappropriate for the forum and, if



feasible given the platform utilized for the Virtual Meeting, may be muted by the host for failure to comply with this requirement. (Specific procedures for the use of Zoom [or electronic platform] for Board of Director Meetings are attached as Appendix.)

8. Voting at Virtual Meetings of the Board or any committee shall require a motion, second, and a vote of those directors or committee members present that is reflected in the meeting minutes as would normally be required for in person meetings.

9. At meetings of the Members, whether in person or virtual, Members may vote in person, by proxy, or by absentee ballot. Such voting may take place by electronic means, which may include submitting votes by electronic mail in advance of the meeting, voting through some other platform that allows for electronic voting either in advance of the meeting or during the meeting, or any other means permitted by the Board of Directors in its discretion so long as the means used creates a record that may be retrieved and reviewed by the Association or its Managing Agent following the meeting. Members voting by absentee ballot or proxy shall be deemed to be present at the meeting for all purposes. If a vote is required to be by secret ballot (i.e. for election of directors), the means of voting utilized shall protect the identify of the voter or some other option shall be provided to allow Members to cast a secret ballot.

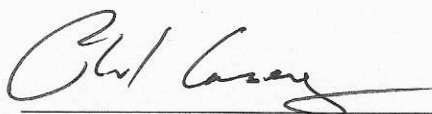
11. If any Member does not have the capability or desire to conduct business using electronic means (whether it be voting or participating in the meeting), the Association shall make a reasonable alternative available to such Member.

Appendix attached

Adopted by the Board of Directors on June 24, 2021 at a duly called Board Meeting.

Effective date: July 1, 2021

This policy replaces BOD Virtual Meetings Policy 1.1, dated 12/21/20



Phil Casey, Secretary, NTRA

JUNE 25, 2021

Date

## Appendix

### **Additional Procedures for Board of Director (BOD) Zoom Meetings:**

#### BOD Meeting:

- 1) The President of the BOD will schedule a meeting time and date which will be posted on the Association website at least 3 calendar days in advance of the meeting.
- 2) A Zoom link will be provided on the Calendar for Members to click on and join as participants. The Managing Agent will act as the Host of the meeting and will send an email to Board members prior to the meeting which will have a link.
- 3) A Board Meeting Packet to include the Agenda and meeting materials will be posted to the website at least 3 calendar days prior to the meeting.
- 4) The Host will open the meeting 10 minutes before the appointed time.
- 5) The Host will admit participants one by one from the Waiting Room. Only the BOD and Host will be visible via video. All other attending participants should be on mute until the appropriate time on the Agenda.
- 6) If a quorum is present the President will call the meeting to order at the appointed time and proceed to the Agenda.
- 7) The Host will:
  - A. Keep the meeting open after the call to order, allowing participants to join to at any time after the meeting has begun.
  - B. Ensure that the participant list is available for everyone to see.
  - C. Ensure that all non-BOD presenters are muted until their time on the Agenda. When it is

their time to speak, the individual should be enabled for both audio and video.

D. Ensure that all documents are available and able to be presented as fully viewable.

The Host should never remove any attendee from the public meeting unless directed by the President and/or Vice President.

8) Members will be able to speak during the Member Comment time on the Agenda. Members are invited to attend the entire meeting but will not be able to participate orally in the rest of the meeting.

9) Any questions/comments may be submitted via the Zoom Chat function or by email following the meeting. Chats from Members during the meeting will be recorded by the Secretary, but except during Member Comment time will not be responded to by BOD Members during the meeting.

10) The President will then conduct the meeting as usual.

Executive Session:

If an Executive Session is called during a Board meeting, the Host will remove non-BOD participants from the meeting. If the Executive Session occurs at a future time, the Meeting must remain open and cannot be adjourned until after the Executive Session is completed.

**New Town Residential Association, Inc.**  
4801 Courthouse Street, Suite 202, Williamsburg, VA 23188

|                           |  |
|---------------------------|--|
| <b>Subject:</b>           | Assessments  |
| <b>Impacted Group (s)</b> | Residents, Managing Agent, Board of Directors        |
| <b>Title of Policy</b>    | <b>Collection of Delinquent Assessments</b>          |
| <b>Number</b>             | 1.2.1 <span style="float: right;"><b>Rev:</b></span> |
| <b>Approved By</b>        | <span style="float: right;"><b>Date:</b></span>      |

**1. Rationale or background to policy:**

It is in the best interest of the NTRA to adopt rules setting forth the procedures the association will follow to collect delinquent assessments.

**2. Policy Statement:**

The attachment is adopted as NTRA's policy.

**3. Definitions:**

None

**4. Procedures:**

Per the attachment.

**New Town Residential Association, Inc.**  
4801 Courthouse Street, Suite 202, Williamsburg, VA 23188

WHEREAS, Article V of the Amended and Restated Master Declaration of Protective Covenants and Restrictions (the "Declaration") for New Town Residential Association, Inc. (the "Association") provides that the Association shall have the power to levy assessments, charges, fees, and fines in accordance with the Virginia Property Owners Association Act and the Association's Governing Documents; and

WHEREAS, Article V, Section 5.5 of the Association's Declaration provides that assessments shall be payable by the Owners in such installments as determined by the Board of Directors; and

WHEREAS, Article V, Section 5.6 of the Association's Declaration provides that the Association may, in accordance with Virginia Code § 55.1-1833, record a memorandum of lien against a lot or parcel, securing delinquent assessments on that lot or parcel as well as interest, late charges, costs of collection, and reasonable attorney's fees incurred in connection with the collection of delinquent assessments, and that the Association may foreclose its lien in accordance with the Property Owners Association Act; and

WHEREAS, Article V, Section 5.6 of the Association's Declaration provides that an Owner in default in the payment of assessments shall be liable for interest, late charge, costs of collection, and reasonable attorney's fees in an action to enforce; and

WHEREAS, Article V, Section 5.1 of the Association's Declaration provides that the Association may levy a late charge on any assessment that is not paid within ten (10) days of its due date in an amount established by the Board of Directors from time to time; and

WHEREAS, Article V, Section 5.1 of the Association's Declaration provides that if interest at a rate established by the Association shall accrue to any assessment not paid by its due date, such rate shall not exceed the maximum allowable rate by law; and

WHEREAS, Section 4.2 of the Association's Bylaws provides the Board of Directors with the power and duty to establish the means and methods to collect assessments, to collect assessments, and to enforce the provisions of the Declaration, Articles of Incorporation and Bylaws of the Association; and

WHEREAS, it is in the best interest of the Association to adopt rules and regulations setting forth the procedures the Association will follow to collect delinquent assessments;

NOW THEREFORE, it is RESOLVED that the Board of Directors of the Association ("Board of Directors") adopts the following policy:

- I. Dates Payments Due. The regular annual assessment shall be payable in quarterly installments, with each installment due on the first day of each quarter. Special assessments shall be due in a lump sum or in installments as determined by the Board of Directors, and shall be due on a date or dates set by the Board of Directors.

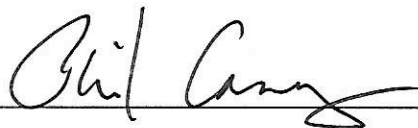
**New Town Residential Association, Inc.**  
4801 Courthouse Street, Suite 202, Williamsburg, VA 23188

- II. Late Charges. A late charge of forty dollars (\$40.00) shall be added to the account of any Owner who does not pay an assessment in full within ten (10) days of the date on which it is due.
- III. Notice of Delinquent Account. Thirty (30) days after the due date of the assessment, the managing agent shall send a written notice of delinquent assessment to the delinquent Owner at the mailing address on file with the managing agent. The notice shall itemize the amount due and contain a statement that the delinquent account will be forwarded to the Association's attorney for collection if not paid in full within thirty (30) days. The notice shall also contain a statement that if not paid in full within thirty (30) days, interest at the rate of twelve (12%) per annum shall be added to the account from the due date until paid.
- IV. Referral to Board of Directors. If the Owner responds to the managing agent with a request for a payment plan or an extension of time to pay, the managing agent shall refer the matter to the Board of Directors for direction. The Board of Directors should limit extensions of time to pay to no more than sixty (60) days past the due date. The Board of Directors may authorize a payment plan subject to the provisions of Paragraph IX below.
- V. Referral to Attorney. If the Board of Directors does not approve the Owner's request for a payment plan or an extension of time to pay, or if payment in full is not received within sixty (60) days of the due date of the assessment, the managing agent shall refer the account to the Association's attorney for collection.
  - A. Once a delinquent account has been referred to the Association's attorney, neither the managing agent nor any Director of the Association shall discuss the delinquent account with the delinquent Owner, but, if contacted by the delinquent Owner, shall instruct the Owner to contact the Association's attorney.
  - B. Once an account has been referred to the Association's attorney for collection, the attorney, unless otherwise directed by the Board of Directors, is authorized, at the attorney's discretion, to take any or all of the following actions and such other actions as the attorney deems appropriate and authorized by law to collect the amount owed:
    - 1. Send a demand letter to the delinquent Owner;
    - 2. File a lawsuit against the delinquent Owner for all amounts due; and
    - 3. Prepare and record a memorandum of lien against the delinquent Owner's lot or parcel.
  - C. The Association's attorney may foreclose the Association's lien on the lot or parcel of a delinquent Owner only at the express direction of the Board of Directors. If so directed, the attorney shall foreclose the Association's lien in accordance with Virginia Code § 55.1-1833. At a foreclosure sale of a lot or parcel, the Board of Directors may bid on and acquire the lot on behalf of the Association.
- VI. Returned Checks. If a check from an Owner is returned by the bank upon which it is drawn for insufficient funds, stop payment order, closed account, or any other reason for which the Owner is responsible, the following amounts shall be added to the Owner's assessment account pursuant to Virginia Code § 8.01-27.1. Interest on the face amount of the check at the judgment rate from the date of the check, any fee charged to the Association by its bank or other depository in connection with the returned check, and a processing charge of \$50.00 or the amount then allowed by law.

**New Town Residential Association, Inc.**  
4801 Courthouse Street, Suite 202, Williamsburg, VA 23188

- VII. Application of Payments. Payments by a delinquent Owner of less than the total amount then due shall be applied to charges to the delinquent account in the following order:
- A. Reimbursement to the Association for attorney's fees and costs incurred by the Association in connection with collection of the delinquent account, limited to the amount of such charges allowed by the Governing Documents or the Virginia Code;
  - B. Returned check charges;
  - C. Late charges;
  - D. Interest; and
  - E. The remainder of any payment will be applied to unpaid assessments in the order that the assessments became due.
- VIII. Remedies are Cumulative. By pursuing any one remedy against a delinquent Owner, the Association is not restricting itself to only that remedy and may pursue, simultaneously, all remedies made available to it by law and/or the Association's Governing Documents.
- IX. Payment Plans.
- A. Through the Association's attorney, the Board of Directors may authorize a payment plan with a delinquent Owner provided the delinquent Owner agrees to sign a Promissory Note for the delinquent amount due containing the following terms:
    - 1. A Confession of Judgment provision;
    - 2. A provision setting forth that failure to pay any future assessments as they become due shall constitute a breach of the Promissory Note; and
    - 3. Payment terms that require the Owner to pay the entire delinquent balance on the account in full within one year.
  - B. Any other proposed payment plan must be approved by the Board of Directors.
- X. Waiver. The Board of Directors, may, upon a showing of good cause by a delinquent Owner, waive payment of late charges, interest, and returned check charges. Any such waiver shall not operate as a waiver of any future charge. If any such waiver is conditioned upon a delinquent Owner's compliance with the terms of a payment plan, that waiver shall be rescinded and all waived charges automatically restored to the delinquent account upon default by the delinquent Owner of any term of the payment plan.

APPROVED FOR USE, February 27, 2021

  
\_\_\_\_\_

PHIL CASEY, NTRA Secretary

Order: 2WRWBXS4Z  
Address: 2022 Holmes Ct E  
Order Date: 08-18-2024  
Document not for resale  
HomeWiseDocs

**New Town Residential Association, Inc.**  
4801 Courthouse Street, Suite 202, Williamsburg, VA 23188

|   |                                |
|---|--------------------------------|
| <b>Subject:</b> Turnover or Acceptance of Assets  |                                |
| <b>Impacted Group:</b> BOD, Membership  |                                |
| <b>Title of Policy:</b> NTRA Involvement in Turnover or Acceptance of Assets  |                                |
| <b>Number:</b> 5.1  | <b>Rev:</b>                    |
| <b>Approved By:</b> NTRA Board of Directors   | <b>Date:</b> February 25, 2021 |
| <b>1. Rationale or background to policy:</b>  |                                |
| <p>Section 4.9 of the New Town Residential Master Declaration states that the “Developer or the Parcel Developer shall convey each Common Area, Limited Common Area or Neighborhood Common Area to the Association, in a condition acceptable to the Association.”</p> <p>As New Town developers complete their developments, common areas and other assets are turned over to the New Town Residential Association (NTRA) for ownership and maintenance. Similarly, features such as bioretention ponds have to be accepted by James City County before ownership is transferred to NTRA or another entity, and main roads must be inspected by the Virginia Department of Transportation. The Association should have procedures for ensuring that concerns are addressed and deficiencies rectified prior to assuming responsibility for such assets. The primary objective is to ensure improvements which are transferred to the NTRA are constructed in a fashion that mitigates the risk of failure prior to its expected economic life and the maintenance responsibilities of properties transferred are clearly understood and accounted for.</p> |                                |
| <b>2. Policy Statement:</b>   |                                |
| <p>The NTRA will assume maintenance responsibility and ownership of properties and improvements with resultant potential financial impacts to the Association. It is the NTRA’s policy to conduct due diligence activities prior to acceptance of the properties and improvements to mitigate future costs associated with the premature failure of the assets or unexpected maintenance costs associated with the ownership of the transferred properties.</p> <p>Building a relationship with the contractor is crucial because if the asset meets the criteria established by the county/state, making changes to the property may be solely at the discretion of the builder/contractor. In the interest of maintaining good relationships, they may be willing to make modifications, but legally are not required to do so.</p>   |                                |
| <b>3. Definitions</b>   |                                |
| <p>Punch list - a document prepared by the County or other government agency near the end of a construction project listing work not conforming to specifications.</p>  |                                |



**New Town Residential Association, Inc.**  
4801 Courthouse Street, Suite 202, Williamsburg, VA 23188

4. Procedures:

1. For each NTRA neighborhood, the BOD will name a lead BOD Director for the specific turnover. The BOD will then appoint a homeowner/NTRA Member to serve as liaison between the developers and the BOD. The appointed homeowner will:
  - a) maintain regular communication with the BOD and advise the BOD of the schedule for seeking county acceptance of common areas in the respective neighborhood(s).
  - b) compile and maintain a master record/list of all items and concerns to include such things as damaged concrete sidewalks, aprons and curbing, lamp posts, common irrigation (if applicable), and amenities approved but not installed at the time. The documentation should utilize a standardized approach including a checklist that can assist the Association in determining what entity is responsible for correction or signoff by the County.
  - c) consult with other neighborhood owners through site walks or other discussions, or form a working group.
2. Approximately four months prior to the date the developer plans to request county acceptance, the BOD will hire the services of a qualified engineering firm to:
  - a) review any developer/builder "punch list" documents negotiated with the County,
  - b) determine open items, and as further defined in Scope of Work, review approved County plans and physically inspect as applicable, streets, private ways, parks, open spaces, BMPs and Bio Retention Basins in the neighborhood,
  - c) determine consistency with approved plans and identify deficiencies/problems.
  - d) report their findings and propose corrective actions to the BOD to resolve any issues identified.
3. Upon receipt of the engineer's report, the BOD will hold a meeting for residents of the affected neighborhood to inform residents and obtain additional input. (Owner input to the process is limited to items that were committed to be built on the plans.)
4. For assets being accepted by the County, the BOD may:
  - a) appoint a spokesperson from the community to deal with James City County and participate in final county inspections,
  - b) work with County staff to identify the Association's maintenance responsibilities for assets, BMPs, Bioretention Basins and other storm water management facilities.
  - c) request the Managing Agent to coordinate meetings with county staff and any NTRA affected committees to train them on future responsibilities.
5. For assets being transferred from the developer to the Association, the BOD will:
  - a) transmit the engineering firm's findings in the form of Requests for Action to the

**New Town Residential Association, Inc.**  
4801 Courthouse Street, Suite 202, Williamsburg, VA 23188

- developer or builder, as appropriate, and determine what the plans are for corrective action, and
- b) request the Association Attorney to contact the County to determine whether 1) all open permits and code violations have been resolved, and 2) all taxes and liens are paid on any common areas whose title is being transferred.
  - c) obtain all pertinent documents including building specifications, lot maps, landscape plans, etc., from the builder including specifications of building materials such as trim, whether that is wood, or composite, vinyl, other. (Note: Builder specifications can change from phase to phase or building to building.) These documents can assist in determining if planned and approved amenities have been installed and can assist in budgeting future maintenance.
6. If satisfactory resolution of deficiencies cannot be negotiated, the BOD will bring the situation to the attention of County and/or seek legal remedies.
  7. The BOD will confirm to the extent possible that the developer has completed corrective actions and that property is being conveyed in a condition acceptable to the Association.

APPROVED FOR USE, February 27, 2021

  
PHIL CASEY, NTRA Secretary

**New Town Residential Association, Inc.**  
4801 Courthouse Street, Suite 202, Williamsburg, VA 23188

|  |                             |
|--|-----------------------------|
| <b>Subject:</b> Village Walk Exterior Maintenance  |                             |
| <b>Impacted Group:</b> BOD, Owners, Managing Agent, Asset Maintenance Committee  |                             |
| <b>Title of Policy:</b> Village Walk Exterior Maintenance Policy and Procedure   |                             |
| <b>Number:</b> 5.3   | <b>Rev:</b>                 |
| <b>Approved By:</b> NTRA Board of Directors (BOD)  | <b>Date:</b> April 22, 2021 |
| <b>1. Rationale or background to policy:</b><br>The Village Walk Supplemental Declarations state that the New Town Residential Association (NTRA or Association) is responsible to provide various services, including exterior maintenance, to each unit in Village Walk (VW). VW is the only neighborhood in the NTRA with this feature.<br><br>The NTRA has not had a policy or procedure for providing such services. As the units in Village Walk age, requests for Exterior Maintenance will increase.   |                             |
| <b>2. Policy Statement:</b><br><br>NTRA will provide services in accordance with Article 1, Section 4, of the VW Supplemental Declarations. NTRA's objective is to ensure that all requests are addressed timely, efficiently, and economically, and to fund services in a fair and equitable manner.<br><br>It is NTRA's policy to fund Exterior Maintenance from the VW Replacement Reserve or the VW Operating Reserve whenever possible, as determined by the Board. The VW Supplemental provides for other methods of funding which may be used, subject to the Board's discretion.<br><br>The Association's Managing Agent shall administer the provision of Exterior Maintenance, subject to Board approval when required. In order to be eligible for service, the request for Exterior Maintenance must be made to the Managing Agent in accordance with this procedure.<br><br>Where an owner's required insurance is available to cover the cost of maintenance, repair or replacement, the Association will not be financially responsible for the exterior maintenance service. |                             |

### **3. Definitions**

AMC Request: Concerns related to certain exterior features of the VW neighborhood which are brought to the attention of the Association through the New Town-wide inspection program adopted by the Association (NTRA Exterior Maintenance Policy dated 7-2-2018, paragraph 3.)

Exterior Maintenance: The services provided by the Association under Article I, Section 4, of the Village Walk Supplemental. Exterior Maintenance includes roof shingles, sheathing, felt and flashing; gutters and downspouts; exterior building surfaces (siding); and periodic painting of exterior surfaces. See Article 1, Section 4, for the specific property covered and certain exclusions.

Managing Agent: NTRA's management company.

Owner's Request: an owner's request for Exterior Maintenance, for a specific situation, outside of the time for Scheduled Maintenance.

Scheduled Maintenance: Exterior Maintenance provided pursuant to a schedule developed by NTRA for property that is at the end of its useful life and in need of repair, maintenance, or replacement.

Seller's Request: a request for Exterior Maintenance from an owner selling his/her home to address matters raised in the buyer's home inspection report.

VW Supplemental: Amended and Restated Second or Third Supplemental Declaration of Protective Covenants and Restriction - Village Walk at New Town.

### **4. Procedures:**

#### **4.1 Scheduled Maintenance**

4.1.1 The Association has developed and will implement a schedule for regular Exterior Maintenance, and will provide services in accordance with that schedule for the items covered under Article I, Section 4, of the Village Walk Supplemental: roof shingles, sheathing, felt and flashing; gutters and downspouts; exterior building surfaces (siding); and periodic painting of exterior surfaces; see Article 1, Section 4, for the specific property covered and certain exclusions.

**New Town Residential Association, Inc.**  
4801 Courthouse Street, Suite 202, Williamsburg, VA 23188

4.1.2 The Association will determine the expected useful life of these covered assets using industry standards and/or Reserve Study information and, at the appropriate time, will contract with a vendor to provide the required services. Depending on the condition of the property, and with prior approval by the Board, Exterior Maintenance may be provided earlier or later than indicated by the schedule.

**4.2 Maintenance Request Process**

4.2.1 The owner may submit a request for services – either for Scheduled Maintenance, Owner’s Request, or Seller’s Request, via NTRA’s website ticketing system.

4.2.2 AMC Request: If, in the course of its regularly scheduled inspections, the Asset Maintenance Committee (AMC) determines that property in VW needs Exterior Maintenance in order to keep it on par with other NTRA neighborhoods, the AMC will bring it to the attention of the Board. Such Exterior Maintenance will be provided to VW property on an “as needed” basis.

4.2.3 Upon receipt of a request, the Managing Agent evaluates whether the requested services fall within the definition of Exterior Maintenance in the VW Supplemental, Article 1, Section. 4. If not, Managing Agent notifies the requester. If, in the opinion of the Board, repair, maintenance, or replacement is necessitated by the negligence, misuse, or neglect of an owner, tenant, or guest, or by the installation or attachment of something to the exterior of the dwelling unit, the requested services will not be provided as Exterior Maintenance.

4.2.4 If the services are qualified Exterior Maintenance, the Managing Agent seeks a bid(s) from a contractor(s) to determine the cost of the service.

4.2.5 Timing of corrective action: The Managing Agent will respond to requests with an expected timeframe, unless the services would be covered by the owner’s insurance. Owners must take all reasonable steps to mitigate damage. The Association will not be financially responsible for repair, maintenance, or replacement where the owner’s insurance is available to cover the cost of such services.

4.2.6 If practical, individual one-time repairs will be made. However, several requests may be bundled for a contractor if it is more economical to do so. In that case, each request is considered separately, for purposes of determining whether Board approval is required under the dollar limitations described herein.

4.2.7 An Owner’s Request will be evaluated (including inspection by a third-party if deemed necessary) in light of all relevant facts, including the urgency of the request, and whether the request can be satisfied with upcoming regularly scheduled services.

**New Town Residential Association, Inc.**  
4801 Courthouse Street, Suite 202, Williamsburg, VA 23188

4.2.8 A Seller's Request will be treated as an Owner's Request. The Association is not required to provide services merely in order to facilitate an owner's sale. A home inspector may recommend a repair, maintenance, or replacement that is part of NTRA's Scheduled Maintenance; such services will not be accelerated merely to accommodate a seller.

4.2.9 If the repair bid(s) is for more than \$500, Managing Agent will present the bid(s) to the Board for approval. Upon obtaining a bid for less than \$500 or Board approval, the Association will contract or make other arrangement for the Exterior Maintenance.

4.2.10. All repairs and replacements made shall be substantially similar to the original construction and shall be of good quality. In case of a disputed need for repair, maintenance or replacement, the Board of Directors' decision shall be controlling.

**4.3 Funding VW Exterior Maintenance**

4.3.1 Regular maintenance, repairs, and replacements shall be funded by either:

- (a) the Neighborhood Assessment described in VW Supplemental, Article I, Section 2, (which is assessed pro rata against the Owners of Lots within the Village Walk Neighborhood, except as otherwise provided),
- (b) the Special Assessment described in Article I, Section 10, or
- (c) the reserve contributions described in Article I, Section 11 (this contribution is made by the purchaser of a Lot in Village Walk).

The Association shall apportion the cost of such maintenance, repairs, and replacements pro rata among the Lots receiving it, subject to the Association's reasonable discretion. (VW Supplemental, Article I, Section 4.)

4.3.2 The Managing Agent may not enter into any contract or agreement or other arrangement for VW Exterior Maintenance when the dollar amount of the contract, agreement, or arrangement exceeds \$500 without the prior authorization and consent of the Board. Upon the request of the Board, Managing Agent will solicit competitive bids for services.

APPROVED FOR USE, April 24, 2021



PHIL CASEY, NTRA Secretary

**New Town Residential Association, Inc.**  
4801 Courthouse Street, Suite 202, Williamsburg, VA 23188

|  |  |                               |
|--|--|-------------------------------|
| <b>Subject:</b>  | <b>NTRA Digital Communications Policy</b>  |                               |
| <b>Impacted Group</b>  | <b>Board of Directors, Communications Committee, Managing Agent, NTRA Committees, NTRA members</b> |                               |
| <b>Title of Policy</b>   | <b>Internet Communications Procedures</b>  |                               |
| <b>Number</b>  | 6.1.1<br>policy published in 2016.   | <b>Rev: 2 - original</b>      |
| <b>Approved By</b>   | NTRA Board of Directors  | <b>Date: January 28, 2021</b> |
| <p><b>1. Rationale or background to policy:</b> The Board of Directors (BOD) implements and manages ongoing communications, including appropriate and effective digital communications, for the New Town Residential Association (NTRA) community. The Communications Committee disseminates information from the BOD, other community entities and between residents, and works with the Managing Agent (MA) to distribute relevant digital information.</p>  |  |                               |
| <p><b>2. Policy Statement:</b> The BOD assigns and approves responsibility for creating, monitoring and managing digital information, including but not limited to, website, Facebook and eblast communications, the production of a monthly digital newsletter, the <i>Town Crier</i>, and the utilization of Zoom for digital meetings.</p> <p>The Communications Committee has primary responsibility for monitoring and managing digital information. The BOD contracts with the MA to perform related functions and responsibilities. In the future, the NTRA may adopt additional and/or revisit current digital functions, as workload and/or funding dictate.</p>  |  |                               |
| <p><b>3. Definitions:</b></p> <p><u>Web:</u> The World Wide Web (web) is the universe of network-accessible information, of which the NTRA website and email account are a part.</p> <p><u>Communications Committee:</u> A committee established by the NTRA to advise on and manage communications policy for the NTRA.</p> <p><u>Managing Agent:</u> Corporate entity contracted by the Board to oversee the website and to carry out related procedures.</p> <p><u>Facebook:</u> A digital media application through which individuals and entities post and exchange information.</p> <p><u>Email:</u> A digital message sent from one computer user to another.</p> <p><u>Eblast:</u> A targeted mass email message sent to relevant contacts.</p> <p><u>Zoom:</u> A web-based video conferencing tool that allows users to meet online, with or without video.</p> |  |                               |

**New Town Residential Association, Inc.**  
4801 Courthouse Street, Suite 202, Williamsburg, VA 23188

**4. Procedures:**

4.1 Communications Committee:

- a. Responsible for the NTRA website content and eblasts not sent by the MA (see 4.2d below).
- b. Manages Facebook page, posts events and items of interest on behalf of the NTRA.
- c. Receives requests for eblasts, document posts, and calendar information from other committee chairs or designees with a copy to their BOD Representative. Posts BOD and committee minutes, and maintains and updates the website calendar.
- d. Produces and publishes a monthly newsletter, currently the *Town Crier*, except for the month of January. The editor has the authority to determine final copy content and has permission to publish digital copy (after review by the subject of articles).
- e. Leads a website/social media team that may include volunteers from outside the Association. Designates a lead Committee member and an alternate to maintain the website and coordinate with the MA, as necessary. (This individual will have an appropriate administration security level with permissions to enable/change designated functions.) Makes decisions regarding website appearance and accessibility. Responds to inquiries about the website received at the NTRA website email address.
- f. Reviews website structure and other digital media trends on an ongoing basis and makes recommendations to the BOD for changes.
- g. Assigns a member to monitor the NTRA Facebook page daily, with authority to remove libelous, slanderous, vulgar, or otherwise inappropriate posts. Encourages posts by members to keep the page "alive."
- h. Administers the NTRA Zoom account for Committee meetings.

4.2 Managing Agent:

- a. Administers the contract with the website provider and is the contact between the provider and the NTRA.
- b. Manages resident directory; encourages residents to sign up on the website and assists residents with related access problems.
- c. With the Communications Committee, posts BOD minutes, NTRA documents, budget information and documents from governmental agencies or entities as it deems appropriate, or as directed by the BOD.
- d. Sends out eblasts as required by the BOD and to inform the community about contractors such as the landscaper, pool management, irrigation and trash collection.



**New Town Residential Association, Inc.**  
4801 Courthouse Street, Suite 202, Williamsburg, VA 23188

- e. At the request of the BOD, removes from Facebook items that are potentially libelous, slanderous, vulgar, or otherwise inappropriate. Notifies the relevant BOD Representative if the item to be removed was placed as a result of a decision by a committee.
- f. Makes necessary changes to the website to maintain accessibility or when Communications Committee authorization does not allow the necessary structural change.
- g. Posts on the NTRA calendar relevant information and notices of BOD meetings and other events not under the purview of the committees.
- h. Keeps the website up to date and attractive for items and processes that are not authorized to the Communications Committee.
- i. Collaborates with the BOD and Communications Committee regarding any Facebook issues.

APPROVED FOR USE, January 28, 2021



PHIL CASEY, NTRA Secretary

# New Town Residential Association, Inc.

4801 Courthouse Street, Suite 202, Williamsburg, VA 23188

|   |   |                         |
|---|---|-------------------------|
| <b>Subject:</b>   | <b>Investment Policy for Replacement Reserves</b>     |                         |
| <b>Impacted Groups</b>  | Board of Directors, Finance Committee, Managing Agent |                         |
| <b>Title of Policy</b>  | <b>Financial Investment Parameters</b>                |                         |
| <b>Number</b>   | <b>8.1.1</b>  | <b>Rev: 0</b>           |
| <b>Approved By</b>  |   | <b>Date: 10/22/2020</b> |
| <p><b>1. Rationale for the Policy:</b> The Board of Directors recognizes its fiduciary obligation to invest New Town Residential Association’s (NTRA) funds in investments that will achieve a highest return while appropriately managing risk. The Finance Committee will advise the Board of Directors (BOD) regarding suitable investments to achieve this policy.</p>  |   |                         |
| <p><b>2. Policy Statement:</b><br/>                 To positively grow the funds of the NTRA, the BOD will invest the funds of the association into secure investment instruments that <b>“preserve the principal”</b> as the primary objective recognizing that current adopted investment policies are to focus on insured Certificate of Deposits (CDs) and employ CD laddering and avoid investment concentration in one bank (\$250,000 max) and/or Savings accounts in an amount not to exceed the amount guaranteed by the United States government.</p> <p>The Finance Committee will review the investment mix semi-annually and recommend any changes to the BOD. The BOD will review any recommended changes to the investment mix and, if approved, instruct the Managing Agent (Agent) to execute the changes.</p> |   |                         |
| <p><b>3. Definitions:</b><br/>                 Finance Committee – A Committee established by the New Town Residential Association to advise its Board of Directors on financial matters within the Association.</p> <p>Managing Agent – A Common Interest Community Manager providing management services as those terms are defined in Va. Code section 54.1-2345, et seq.</p> <p>Certificate of Deposit (CD) is a product offered by banks and credit unions that provides an interest rate premium in exchange for the customer agreeing to leave a lump-sum deposit untouched for a predetermined period of time.</p> <p>Savings Account is a product offered by banks and credit unions on which interest is paid and from which withdrawals can be made.</p>   |   |                         |
| <p><b>4. Procedures:</b></p> <p>1. The investment of funds is limited to the following investment types:</p> <ul style="list-style-type: none"> <li>a. Certificates of Deposit at an amount not to exceed the amount guaranteed by the United States government.</li> <li>b. Guaranteed Treasury Certificates</li> <li>c. Savings accounts in an amount not to exceed the amount guaranteed by the United States government.</li> <li>d. Any other available instrument that preserves the principal and is guaranteed by the United States government.</li> <li>e. The total amount invested at any one bank, credit union, or similar financial institution will not exceed the United States government deposit guarantee for that institution.</li> </ul>   |   |                         |

## New Town Residential Association, Inc.

4801 Courthouse Street, Suite 202, Williamsburg, VA 23188

- f. When choosing a financial institution for investment, priority will be given to:
  - i. Institutions with offices in the New Town geographic area (1<sup>st</sup>)
  - ii. Institutions with offices in James City County, York County, or Williamsburg city areas (2<sup>nd</sup>)
  - iii. Virginia based financial institutions (3<sup>rd</sup>)
  - iv. National financial institutions (4<sup>th</sup>)
2. Funds should be invested in a mix of liquid (savings accounts) and less liquid (certificates of deposit) that reflect the liquidity needs required to cover actual asset replacement expenses outlined in the one-year and five-year project list and the Reserve Study.
3. Association funds should always be invested in financial accounts that guarantee principal, with the following exception:
  - a. When Replacement Reserve assets have grown to an amount where consolidating the number of accounts offers administrative advantages, reserve assets may be invested in mutual fund type accounts that only hold Federal guaranteed investments. Each such investment must be approved by the BOD.

# New Town Residential Association, Inc.

Williamsburg, VA 23188

|                          |  |                        |  |
|--------------------------|--|------------------------|--|
| <b>Subject:</b>          | Replacement Reserve Policy   |                        |  |
| <b>Impacted Group(s)</b> | NTRA Board of Directors (BOD), NTRA Finance Committee (FC), NTRA Asset Maintenance Committee (AMC), All NTRA Members, Managing Agent |                        |  |
| <b>Title of Policy</b>   | <b>NTRA Replacement Reserve Policy</b>   |                        |  |
| <b>Number</b>            | <b>8.1.2</b>   | <b>Rev: 1</b>          |  |
| <b>Approved By</b>       | NTRA Board of Directors  | <b>Date: 2/15/2022</b> |  |

**Rationale for the Policy:** In accordance with Virginia Code § 55.1 – 1826 (Annual Budget; reserves for capital components) governing homeowner associations, the Association will conduct a Replacement Reserve Study at least every 5 years.

The BOD of all homeowner associations has a fiduciary responsibility to provide for the replacement of all defined capital assets that serve the community. The BOD must establish a dedicated Replacement Reserve fund that is consistently funded with in-flows of money to meet the future costs of assets that are in need of major repair or at the end of their useful lives and need replacement. These assets will have different useful life expectancies and from time-to-time items may be added to or subtracted from the Replacement Reserve assets.

Replacement Reserve funds must be kept separate from the Association’s operating funds. In addition to this policy, NTRA’S Managing Agent has its own requirements for handling reserve funds, see Appendix I.

**Policy Statement:** The BOD will engage an engineering company to conduct a Replacement Reserve Study analysis every five years, or sooner if the BOD deems necessary. This analysis will identify each Reserve asset, provide cost to replace today and determine the inflation factor for future costs based on each asset’s useful life over the 30-year life of the Study. Additionally, per Virginia Code, the BOD will conduct a Replacement Reserve Annual Review to ensure that the fund is on track to meet the replacement costs for all assets in the reserve over the remaining life of the Reserve Study.

## Definitions:

**Cost Basis:** The cost of the asset in today’s dollars.

**Funding Strategy:** Ensure that the Reserve Fund (1) is balanced over the 30-year life of the study by managing the inflows of assessments and outflows of expenses and (2) maintains the minimum balance in each year of the study that the BOD determines based on the Reserve Study Company’s recommendation.

**Replacement Cost:** The cost to replace, repair, or restore the component to its original functional condition during that particular year, including all related expenses.

Order: 2WRWBXS4Z  
Address: 2022 Holmes Ct E

# New Town Residential Association, Inc.

Williamsburg, VA 23188

**Replacement Reserve Assets:** All Association-owned assets that have a minimum cost of \$1,000 and have a minimum useful life of five (5) years. The most recent Replacement Reserve Study generally will include qualifying assets.

**Replacement Reserve Calculator:** A budget planning tool that uses data on income, expenses, opening and closing balances to determine if the BOD strategy will maintain the integrity of the Replacement Reserve over the life of the fund while meeting the minimum closing balance determined by the BOD based on the Reserve Study company's recommendation.

**Replacement Reserve Expense:** Costs associated with Asset repairs and replacements. *Note:* Non-eligible Replacement Reserve expenses include capital improvements that add a new asset and the planting or removal of trees and shrubbery.

**Replacement Reserve Fund:** A dedicated account in which the Association consistently deposits funds for the future major maintenance, repair or replacement of Replacement Reserve Assets.

**Replacement Reserve Study:** A budget planning tool that identifies the Replacement Reserve Assets that the Association is responsible to repair or replace, the current status of the Reserve Fund, and a stable and equitable funding plan to offset the anticipated future expenditures. The Reserve Study consists of two parts—the engineering analysis and the financial analysis—over a period of at least 30 years.

**Useful Life:** The estimated time, in years, that a Replacement Reserve Asset can be expected to serve its intended function if properly installed and maintained.

## **Procedures:**

### 1. Replacement Reserve Study

- 1.1 The Finance Committee (FC) and Asset Maintenance Committee (AMC) with input from the Managing Agent will prepare a scope of work for the Replacement Reserve Study. The BOD will review and approve this scope and will task the Managing Agent to engage a Reserve Study company to conduct the analysis of the Association's funding needs to maintain its assets over a period of 30 years or more.
- 1.2 The BOD together with the FC and AMC will review the study's assessment to determine the funding strategy for the Replacement Reserve.
- 1.3 The Replacement Reserve Study will be posted for availability to Members via website.

Order: 2WRWBXS4Z  
Address: 2022 Holmes Ct E  
Order Date: 08-18-2024  
Document not for resale  
HomeWiseDocs

# New Town Residential Association, Inc.

Williamsburg, VA 23188

## 2. Annual Review

2.1 The FC will conduct a detailed review of the Replacement Reserve at least once each year prior to the start of the budget process and make a presentation to the BOD. At the direction of the BOD, the Managing Agent and the AMC will participate in the review to (1) ensure that the Replacement Reserve assets list (see para 3.2) and expenditures are up to date and (2) develop a one-year and five-year project list of assets and their estimated costs from the Reserve Study plus any new assets added after the study was completed that are anticipated to need replacement.

- a. As part of its review, the FC will run short-term and long-term funding cashflows and funding scenarios to assess the integrity of the Replacement Reserve using the Reserve Study company's recommendations. This analysis will include total expenses for each year, and the recommended minimum closing balance that the BOD deems prudent. If needed, the FC will examine 5-10 year scenarios to rebuild Replacement Reserve funds to meet anticipated expenditures using the Calculator.
- b. The FC will present to the BOD its analysis of funding options to ensure that the Replacement Reserve has appropriate in-flows of money to meet the Association's needs. The FC will recommend its preferred option for the coming year.

2.2 The BOD will review the information provided to determine the appropriate level of Replacement Reserve funding for the upcoming budget year. The BOD's decision will become the basis for the Replacement Reserve component of the homeowners' annual assessment.

## 3. Regular Management of the Replacement Reserve

3.1 The approved annual operating budget shall include a Replacement Reserve funding line item. The approved budget shall include the statements regarding procedures for estimating reserves and the amount of current cash for Replacement Reserves, as required by Virginia Code § 55.1 – 1826 C.

3.2 As part of the annual budget approval process, the AMC and the FC will develop a list of Replacement Reserve projects for the upcoming year and their anticipated costs.

- a. The list will primarily include the repair or replacement of assets identified in the Replacement Reserve Study. Each project must cost at least \$1,000 and extend the useful life of the asset by at least five years.
- b. The Replacement Reserve cannot pay for the following: the construction or installation of a new asset; upgrades to existing assets; or the removal, pruning or planting of trees or shrubs. Operating Accounts must be used to pay for such items. See Appendix II for examples of 2021 projects that were paid with Replacement Reserve funds and projects that were paid with operating funds.

# New Town Residential Association, Inc.

Williamsburg, VA 23188

3.3. Specific projects using Replacement Reserve funds shall be approved by the Board and individual contracts shall be signed by a Board member, see Appendix I.

3.4 Each month the FC will ensure that

- a. all approved Replacement Reserve expenditures are posted to the budget's Replacement Reserve line item,
- b. these expenditures meet the definition of a Replacement Reserve Expense, and,
- c. the project list is up-to-date.

3.5 Periodically, the FC will compare the Managing Agent's estimate of forecasted Replacement Reserve expenses to budgeted amounts and report substantial variances to the BOD.

## 4. Transfers of funds between Operating Accounts and Replacement Reserve

4.1 The transfer of money between funds will be guided by the following:

- a. Funds should not be transferred from the Replacement Reserve to the Operating Reserves fund to cover any operating budget shortfalls, except in emergency situations.
- b. Funds can be transferred from the Replacement Reserve Fund to the Operating accounts as reimbursements when the payment is for project expenses, either partial or entire amount, shown in the Replacement Reserve line item in the Operating Statement.
- c. Any excess income in the year end Operating Statement can be transferred to the Replacement Reserve Fund in accordance with IRS rulings by a BOD recommendation and subsequent majority vote of the Association membership at the annual meeting.

## 5. Management of Quarterly Assessment Contributions to the Reserve

5.1 To maintain the budgeted income target for the Replacement Reserve, the Managing Agent will:

- a. Deposit Capital Contributions (the income that NTRA received from the sales of homes) directly to the Replacement Reserve Fund, unless the BOD directs otherwise for a specified period.
- b. Collect homeowner assessment contributions and hold them in the Operating Fund. Within 25 days after the quarterly collection period, these monies will be transferred to the Replacement Reserve Fund, unless the BOD directs otherwise for a specified period.

**New Town Residential Association, Inc.**

Williamsburg, VA 23188

REVISION APPROVED ON FEBRUARY 15, 2022.

*Monique Stevens*

Monique Stevens, Secretary



# **New Town Residential Association, Inc.**

Williamsburg, VA 23188

## **Appendix I**

### **Managing Agent Reserve Fund Approval Process**

- The following Chesapeake Bay Management funding forms are required for all authorized funding as follows:
  - Authorization of an operating expense in excess of \$2500
  - Authorization of a replacement reserve expense - any amount
  - Authorization of an operating reserve expense - any amount
- Board authorization to use Replacement Reserve funds is restricted to the components listed in the Reserve Study. If the asset is not listed in the Reserve Study, then Replacement Reserve funds cannot be used to fund the project/replacement/ expense.

# **New Town Residential Association, Inc.**

Williamsburg, VA 23188

## **Appendix II**

### **2021 Examples of Replacement Reserve and Operating Expenditures**

#### Replacement Reserve Funded Projects

- Repairing the pergola at the pool
- Resurfacing the pool
- Buying replacement pool furniture
- Patching road surfaces in the alleys

#### Operating Fund Projects

- Removing dead trees in Roper Park
- Planting trees and shrubs in common areas
- Upgrading street lights from a CFL component to a LED component
- Installing a new drainage system under the playground
- Installing new dog stations
- Painting the Olive Drive fence
- Mulching the playground
- Hiring engineering consultants to assess Olive Drive BMP condition

**LANDSCAPE ADVISORY COMMITTEE**  
**FEDERAL TOWNHOUSES**  
**COURTYARD LANDSCAPE MAINTENANCE POLICY**

Purpose of the policy is to establish a procedure whereby Landscape Maintenance can be provided to those homes where limited access to the rear courtyard area exist.

- Management Company will advise Homeowner of maintenance schedule.
- Management Company will co-ordinate access to courtyard area between Homeowner and Contractor.
- Homeowner is encouraged to be present during scheduled maintenance.
- Homeowner will provide access through garage for Mulch application.
- Contractor will not be responsible for missing or damaged items in garage or courtyard.
- If access is not provided at scheduled time for mulching Contractor will leave 5 bags of mulch outside garage door for Homeowner use.

New Town Residential Association, Inc.  
Complaint Procedure  
Policy Resolution 2012-001

WHEREAS, in accordance with Va. Code Ann. § 55-530 E, New Town Residential Association, Inc. (the "Association") is required to have a written process for resolving Association Complaints from members and citizens. The Association's Complaint Procedure shall conform to the requirements set forth in Va. Code Ann. § 55-530, the Common Interest Community Ombudsman Regulations (the "Regulations"), and the Association governing documents, which shall not be in conflict with Va. Code Ann. § 55-530 or the Regulations; and

WHEREAS, it is the intent of the Board of Directors to adopt a Complaint Procedure and Complaint Form that comply with Va. Code Ann. § 55-530, the Regulations, and the Association governing documents.

NOW THEREFORE, it is hereby RESOLVED that the Board of Directors of New Town Residential Association, Inc. hereby adopts the following policy:

A. PROCESS FOR SUBMITTING AN ASSOCIATION COMPLAINT.

1. Members and citizens wishing to file an Association Complaint shall use the attached Complaint Form. All Association Complaints must be in writing.
2. An Association Complaint shall concern a matter regarding the action, inaction, or decision by the Board of Directors, managing agent, or the Association inconsistent with applicable laws and regulations.
3. The completed Complaint Form shall be delivered to the Association as follows:  

New Town Residential Association, Inc.  
*do Chesapeake Bay Management, Inc.*  
*603 Pilot House Dr., Suite 300*  
*Newport News, VA 23606*
4. The Association shall provide written acknowledgment of receipt of the Complaint Form to the complainant within seven (7) days of receipt.
5. The complainant shall describe the nature of the Association Complaint, including dates, locations and persons involved. The complainant shall include references to the specific facts and circumstances at issue. The complainant must set forth the specific documents, provisions, statutes or regulations that support his/her Association Complaint, and provide copies of any specific documents referenced. The complainant shall describe the specific action or resolution requested.

6. If the Association requires additional information that is necessary in order to continue processing the Association Complaint, the Association shall notify the complainant of the request within twenty-one (21) days of receipt of the completed Complaint Form. If the additional information is not received by the Association within ten (10) days of the Association's request, the Association shall send a letter notifying the complainant of the non-compliance, and close the Association Complaint.
7. Once the Association has received all of the requested information, the Association will schedule a date and time to consider the Association Complaint. Notice of the date, time, and location that the matter will be considered shall be sent to the complainant seven (7) days prior to the scheduled date.
8. After the Board of Directors makes its final determination, written notice shall be sent to the complainant within (7) seven days. The notice of final determination shall be dated as of the date of issuance and include specific citations to applicable Association governing documents, laws, or regulations that led to the final determination, as well as the registration number of the Association. If applicable, the name and license number of the common interest community manager shall also be provided.
9. The notice of final determination shall include the complainant's right to file a Notice of Final Adverse Decision with the Common Interest Community Board via the Common Interest Community Ombudsman and the applicable contact information.
10. A record of each Association Complaint filed with the association shall be maintained by the Association for one year after notice of the final determination is sent to the complainant.
11. Any correspondence required to be sent by the Association to the complainant, as set forth above, shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the complainant at the address provided, or if agreed to by the complainant, by electronic means provided the Association retains sufficient proof of the electronic delivery.

B. NOTICE OF ADVERSE DECISION.

1. A complainant may file a notice of final adverse decision in accordance with Va. Code Ann. § 55-530 F concerning any final adverse decision that has been issued by the Association in response to an Association Complaint.
2. The notice shall be filed within 30 days of the date of the final adverse decision.

3. The notice shall be in writing on forms provided by the Office of the Common Interest Community Ombudsman. The notice shall include a copy of the Complaint Form, and supporting documentation, the final adverse decision, reference to the laws and regulations the final adverse decision may have violated, any supporting documentation related to the final adverse decision, and a copy of the Association's Complaint Procedure.
4. The notice shall be accompanied by a \$25 filing fee or a request for waiver.
5. The contact information for the Office of the Common Interest Community Ombudsman is as follows:

Heather Gillespie, Ombudsman  
Department of Professional and Occupational Regulation  
9960 Mayland Drive, Suite 400  
Richmond, Virginia 23233-1463  
Phone: 804-367-2941  
Email: [CICOmbudsman@dpor.virginia.gov](mailto:CICOmbudsman@dpor.virginia.gov)

6. Upon receipt of the notice of final adverse decision from the complainant, along with the filing fee or a waiver of the filing fee approved by the Common Interest Community Board ("CIC Board"), the Office of the Common Interest Community Ombudsman shall provide written acknowledgment of receipt of the notice to the complainant and shall provide a copy of the written notice to the Association. The notice of adverse decision will not be reviewed until the filing fee has been received or a waiver of filing fee has been granted by the CIC Board.
7. Upon request, the Association shall provide information requested by the Office of the Common Interest Community Ombudsman within a reasonable time.
8. Upon review of the notice of final adverse decision in accordance with Va. Code Ann. § 55-530 G, if the Director of the Department of Professional and Occupational Regulation (the "Director") determines that the final adverse decision may be in conflict with laws or regulations governing common interest communities or interpretations thereof by the CIC Board, the Director may, in his sole discretion, provide the complainant and the Association with information concerning such laws or regulations governing common interest communities or interpretations thereof by the CIC Board.
9. The determination of whether the final adverse decision may be in conflict with laws or regulations governing common interest communities or interpretations thereof by the CIC Board shall be a matter within the sole discretion of the Director. Such decision is final and not subject to further review. As set forth in Va. Code Ann. 55-530 E, the determination of the Director shall not be binding upon the complainant or the Association that made the final adverse decision.

C. NOTIFICATION OF COMPLAINT PROCEDURE.

1. The Complaint Procedure is available to all members of the Association and citizens upon request made to the Association's manager at Chesapeake Bay Management, 603 Pilot House Dr., Suite 300, Newport News, VA 23606.
2. The Complaint Procedure shall be included as an attachment to the resale certificate or the association disclosure packet.

This Resolution is effective here, 2012.

Adopted at a meeting of the Board of Directors on here, 2012.

[Signature]  
Vice-President

2/21/13  
Date

Attest:  
[Signature]  
Secretary, assistant

2/21/12  
Date





**Submission of Complaint**

Submit your complaint and all attachments via US Mail or hand-delivery using the address below:

New Town Residential Association, Inc.  
c/o CHESAPEAKE BAY MANAGEMENT  
603 PILOT HOUSE DR., SUITE 300  
Newport News, VA 23606

**Processing of Complaint**

The Association will acknowledge receipt of your complaint, in writing, within seven (7) days after receiving your complaint. If you do not receive acknowledgment of your complaint, please notify the Association immediately. If the Association requires any additional information to process your complaint, you will be notified in writing, within twenty-one (21) days of receipt of your completed Complaint Form. If the Association requests additional information you will have ten (10) days to deliver the additional information. The Board of Directors will notify you, in writing, of the date, time and location that your complaint will be considered. After final determination is made, written notice of the decision will be sent to you. All notices will be sent to you by electronic mail or mailed by registered or certified mail, return receipt requested, as you have selected above. If you did not select a preferred method of communication, notices will be mailed to you by registered or certified mail, return receipt requested.

**Notice of Final Adverse Decision**

Pursuant to Va. Code Ann. § 55-530F, you have the right to file a notice with the Common Interest Community Board (the "CIC Board") if you receive an Adverse decision from the Association. An Adverse decision means the final determination issued by the Association pursuant to the Association's Complaint Procedure that is opposite of, or does not provide for, either wholly or in part, the cure or corrective action sought by the complainant. In accordance with Va. Code Ann. § 55-530F, (i) your notice must be filed with the CIC Board within thirty (30) days of the date of the final adverse decision; (ii) your notice shall be in writing on forms provided by the Office of the Common Interest Community Ombudsman; (iii) your notice shall include copies of all records pertinent to the decision; and (iv) your notice shall be accompanied by a \$25.00 filing fee. Please note that the CIC Board may, for good cause shown, waive or refund the filing fee upon a finding that payment of the filing fee will cause undue financial hardship for the complainant. The notice shall be sent to the Common Interest Community Board, Department of Professional and Occupational Regulation, 9960 Mayland Drive, Richmond, VA 23233-1463. The phone number and email address for the Office of the Common Interest Community Board is (804) 367-8500 and [cic@dpor.virginia.gov](mailto:cic@dpor.virginia.gov)

**Required Signature**

\_\_\_\_\_ Date

\_\_\_\_\_ Printed Name

\_\_\_\_\_ Signature

THIS PAGE FOR ASSOCIATION USE ONLY

Date Complaint Received: \_\_\_\_\_  
Name and Signature of Person Receiving Complaint: \_\_\_\_\_

Date Acknowledgment Sent to Complainant: \_\_\_\_\_  by email  by U.S. Mail  
Name and Signature of Person Sending Acknowledgment: \_\_\_\_\_

Date of Decision of Board of Directors: \_\_\_\_\_

Date When Decision Sent to Complainant: \_\_\_\_\_  by email  by U.S. Mail  
Name and Signature of Person Sending Decision to Complainant: \_\_\_\_\_

*Tarley Robinson, PLC*  
6/2012



## James City County Outdoor Water Use Regulation

Under the James City County regulation, residents using James City Service Authority (JCSA) can use water outdoors for any purpose at any time, so long as it is with a container or a hose with an automatic shut-off nozzle.

Other irrigation systems, such as sprinklers, must follow the outdoor water use schedule.

### Odd-numbered addresses:

Wednesdays, Fridays and Sundays

Midnight to 9:00 AM or 5:00 PM to Midnight

### Even-numbered addresses:

Tuesdays, Thursdays and Saturdays

Midnight to 9:00 AM or 5:00 PM to Midnight

Outdoor water use is **NEVER permitted:**

On Mondays

9:00 AM to 5:00 PM any day of week

Regulations apply from May 1 through September 30.



# New Town Residential Association, Inc.

## Exterior Maintenance Policy

### Authorization:

In accordance with Section 7.1(c), Rules, Section 7.2 (a), (b) and (c), Maintenance of Property, and Section 9.3, Enforcement of the Amended and Restated Master Declaration of Protective Covenants and Restrictions (the "New Town Declaration"), the Board of Directors is empowered to adopt rules and regulations governing the properties subject to the New Town Declaration. The Board of Directors finds that it is in the best interest of the Association to adopt rules and regulations to ensure that the Lots and the exteriors of the improvements located on the Lot are maintained by the Owners in a manner consistent with a "first quality" development. In accordance with Article V of the Bylaws, the Board of Directors is authorized to establish committees to assist in administering the responsibilities of the Association.

### Policy:

1. An Asset Maintenance Committee (the "AMC") is hereby established to oversee the exterior maintenance of the New Town Residential Lots and improvements. The Board of Directors shall appoint 3 persons to the AMC who shall serve for two (2) year terms. The committee members may be removed and replaced at anytime by the Board of Directors, with or without cause.
2. The duties of the AMC are to implement, oversee and direct an exterior maintenance program for the New Town Residential Lots and improvements, and to report to the Board of Directors and the NTRA Membership annually on the state of the property. The exterior maintenance program shall be communicated to the Owners on an annual basis.
3. Owners are responsible for maintaining their Lot and the improvements thereon in good order and repair, free of debris consistent with a first-quality development. The quality of maintenance, repair and replacement shall equal or exceed the original construction of the improvements on the Lot. Certain exterior features in the Village Walk Neighborhood are maintained by the New Town Residential Association and any concerns related to those features will be brought to the attention of the Association and addressed in the manner described in the Supplemental Declaration for the Village Walk Neighborhood.
4. Each Owner is strongly encouraged to conduct a self-inspection process on an annual basis to lessen the probability of incurring maintenance problems in the future. The AMC will consult with and advise Owners on these matters as appropriate.
5. The NTRA Managing Agent shall develop and maintain a database of all New Town Residential properties. An independent third party shall conduct periodic inspections of

the New Town Residential Lots and improvements. The results of the inspections shall be reported to the AMC. The AMC shall provide written notice to any Owner of any deficiencies noted including in such notice the corrective actions that must be undertaken by the Owner. Corrective actions shall be taken within ten (10) days unless the AMC determines that a shorter or longer period of time is appropriate to remedy the deficiencies. Owners may apply to the AMC to request additional time to complete corrective actions when the deficiencies are more extensive, or for delays caused by weather or a contractor, and such approval by the AMC shall not be unreasonably withheld.

6. In the event of a dispute on whether correction is required for a noted deficiency or whether a deficiency exists, an Owner may submit its position on the noted deficiency to the Board of Directors for a final determination. The Owner shall submit any dispute in writing to the Board of Directors within thirty (30) days of receiving notice from the AMC concerning the deficiency. The Board of Directors shall make a decision on the dispute within thirty (30) days of the receiving the notice from the Owner. The Board of Directors decision shall be final.

7. The AMC shall follow-up with inspecting any property with a deficiency to confirm that corrective actions have been completed in compliance with the New Town Declaration and any applicable rules and regulations.

8. The AMC shall report to the Board of Directors and the NTRA Managing Agent any continuing deficiency where the Owner has not complied with the required corrective action.

9. The Board of Directors shall determine in its sole discretion whether to permit the Owner additional time to remedy the deficiencies or to refer the matter to counsel for the Association.

10. If the matter is referred to counsel for enforcement, the Association has the authority pursuant to Virginia law and Section 9.3, Enforcement of the Amended and Restated Master Declaration of Protective Covenants and Restrictions to file a lawsuit; or enter the Lot and correct the noncompliance and the costs of such corrective action shall be a special assessment on the Owners Lot as permitted by Section 9.3; or take action as set forth in Va. Code Ann. 55-513 which is reprinted, in part, below.

The Board of Directors shall, by these rules and regulations, have the authority to (i) suspend a member'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 member for any violation of the declaration or rules and regulations for which the member or his family members, tenants, guests, or other invitees are responsible.

Before any action authorized in this section is taken, the member shall be given a

reasonable opportunity to correct the alleged violation after written notice of the alleged violation to the member at the address required for notices of meetings pursuant to § 55-510. If the violation remains uncorrected, the member shall be given an opportunity to be heard and to be represented by counsel before the board of directors or other tribunal specified in the documents.

Notice of a hearing, including the actions that may be taken by the association in accordance with this section, shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the member at the address of record with the association at least 14 days prior to the hearing. Within seven days of the hearing, the hearing result shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the member at the address of record with the association.

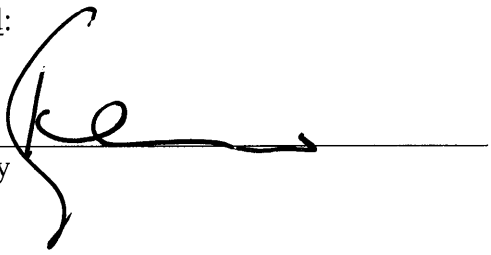
The amount of any charges so assessed shall not be limited to the expense or damage to the association caused by the violation, but shall not exceed \$50 for a single offense or \$10 per day for any offense of a continuing nature and shall be treated as an assessment against the member's lot for the purposes of § 55-516. However, the total charges for any offense of a continuing nature shall not be assessed for a period exceeding 90 days.

Adopted:

On JULY 2, 2018 at a duly called Board of Director Meeting.

Certified:

Secretary



## New Town Residential HOA Home Exterior Inspection Process

The purpose of the home self-inspection checklist is to educate Association members on what items will be covered in the annual comprehensive inspection performed by the NTRA and to provide Owners with the opportunity to correct potential violations prior to that inspection. In the HOA Disclosure Packet provided to all Homeowners, per the Master Declaration of Protective Covenants and Restrictions under Section 7.2., Maintenance of Property, all Owners are required to keep all Lots and improvements thereon maintained in a manner acceptable to the Association. Further, in the event the Owner fails to maintain, the Association shall have the right to correct the failure, assess the Owner for costs, and lien or seek other legal remedies for non-payment.

### Self- Checklist for Owner Inspection of Homes

#### House front, back, sides, and garage (where they exist):

- Power washing needed. Visible dirt or mildew should be washed off
- Exterior trim including door and window casings, roof edge fascia boards, porch columns, etc. requires repair, replacement or repainting.
- House siding requires repair, replacement, or repainting.
- All paint and caulking should be free of chipping, peeling, cracking, or extreme fading.
- Wall vents require repair or replacement.
- Brick requires repair, cleaning, or replacement.
- Front door, rear door, or other door, including garage vehicle door(s) requires repair, repainting, or replacement.
- Storm door(s) requires repair, or maintenance.
- House numbers require repair, repositioning or replacement (replace with approved style, size, material and color).
- Porch or deck railings or other similar trim require cleaning, repair, repainting or replacement.
- Shutters require repair, repainting or replacement (replace and/or paint with same as original or ARC approved style and color only).
- Screened porch or storage shed (where they exist) need repair or painting.
- Front or rear steps, porch, walkway (whether wood, composite, brick or concrete) or driveway require repair or replacement.
- Light fixtures or porch fans need repair or replacement (replace with same as or approved style only).
- No vegetation growing on the house.
- No loose cables hanging from the house; cables should be concealed to the extent possible.

#### Roof:

- Chimney or fireplace vent requires repair of obvious deficiencies as noted from the ground (some homes may not have chimneys).
- Shingles or roof vents require repair or replacement with an approved style and color (due to safety considerations, do not attempt to go on roof yourself).
- Roof fascia boards, eaves, or overhanging soffits require repair, repainting or replacement.
- Gutters or downspouts require cleaning out, washing, repainting, reattachment, or replacement.

#### Windows:

- Repair where needed. Any windows needing replacement must be approved style and color and with same grid style as originally (do not substitute stationary windows for operable windows without ARC approval). All door and window screens should be free of tears or other damage.

#### Fencing:

- Entire fence or some sections require cleaning, repair and realignment, or replacement.
- Gate requires realignment or replacement.

- Power washing &/or painting of fencing needed.
- Equipment screens need repair or replacement.

**Miscellaneous items:**

- Mailbox assemblies (metal box, mailbox posts, post caps, newspaper tubes, or mailbox numbers) needs repair, repainting, replacement<sup>1</sup>
- Other- where noted

## **Suggested time frames for Home Maintenance and Repairs**

**Power washing** is needed approximately every 2 years. Some locations, especially North facing sides of buildings may show mildew before that time.

**Painting** may be needed at any time around or after 5 years of age, especially on sunny sides of buildings or in locations that get ice damage.

**Roofing systems:** In lieu of annual inspection, leakage is unfortunately the best indicator of roof problems. Visual inspection by roofing professionals should be considered around 15-20 years of roof life, if not sooner. After that time problems are more frequently noted. Many roof systems begin to fail at about 25 years of age, but they can do so sooner.

### ***Reminder:***

*All exterior modifications to homes or improvements to lots require approval by the Architectural Review Committee (ARC).*

---

<sup>1</sup> Pursuant to a March 25, 2021 resolution passed by the NTRA Board of Directors, all mailbox assemblies (metal box, post/support, post cap and newspaper tube) are the responsibility of the homeowner to maintain at their expense. In the case of multi-family mailboxes, all homeowners are expected to share in the responsibility and cost to maintain and repair.



New Town Residential Association  
Williamsburg, VA 23188

## Exterior Maintenance Policy Modifications

Whereas, the New Town Residential Association adopted a policy in July 2018 to provide for exterior maintenance inspections to be conducted in accordance with NTRA's governing documents,

Whereas, exterior inspections were originally instituted on a three-year cycle but this cycle has not ensured appearances in the community "consistent with a first-quality development,"

Whereas, the Association's management company contract includes provisions for Exterior Maintenance Inspection and Covenant Enforcement,

Now Be It Resolved that the Board of Directors of the Association adopts the following:

- Paragraph 5 of the NTRA Board of Directors July 2, 2018 Exterior Maintenance Policy (sentences 1 and 2) is revised to read:  
*The NTRA Managing Agent shall develop and maintain a database of all New Town Residential properties and shall conduct periodic inspections of the New Town Residential Lots and improvements with the support of the AMC.*
- Inspections of homes in the New Town Residential Association will be conducted annually by the Association's management company and representatives of the Asset Maintenance Committee. For 2022, all homes will receive a full inspection to baseline Association records. The Board may target inspections in future years or modify the cycle based on experience.
- The date for inspections to begin will be set annually and announced to the community at least 30 days in advance with a goal of all initial inspections being completed by July 31 of each year.

Adopted by the Board of Directors on February 15, 2022 at a duly called Board Meeting.

  
\_\_\_\_\_  
President

Order: 2WRWBXS4Z  
Address: 2022 Holmes Ct E  
Order Date: 08-18-2024  
Document not for resale  
HomeWiseDocs

## **ADDENDUM TO NTRA RESERVE STUDY – UPDATE TO VILLAGE WALK RESERVES, DECEMBER 2022**

At the request of the NTRA Board of Directors, Giles Flythe engineering recalculated their projections for Village Walk reserves using updating painting bid costs. The attached addendum is the result of this analysis.

This Reserve Study addendum was approved by the Board of Directors at a duly called meeting on December 12, 2022 for use as the official reserve study calculations for Village Walk. *(It replaces the former pages 35 to 42 in the December 22, 2021 Full Reserve Study.)*

BOARD OF DIRECTORS

*December 12, 2022*



## Village Walk

|  |                    |
|--|--------------------|
| City/state location:   | Williamsburg, VA   |
| Date of inspection:  | 9/24/21, 9/27/21   |
| Number of units:   | 99                 |
| Term of study (years):   | 20                 |
| Beginning Year of Term   | 2023               |
| Estimated starting reserve account balance:  | \$167,905          |
| Current annual reserve contribution rate:  | \$64,000           |
| Assumed inflation rate:  | 3.50%              |
| Assumed rate of return on invested funds:  | 1.50%              |
| <b>Total over term capital expenditure (un-inflated):</b>                              | <b>\$2,776,575</b> |
| <b>Total over term capital expenditure with inflation:</b>                             | <b>\$4,094,257</b> |
| <b>Recommended threshold reserve balance:<br/>(Average annual capital expenditure)</b> | <b>\$204,713</b>   |

## EXPENSE ESTIMATES - VILLAGE WALK

| Capital Item Description                    | Quantity | Unit | Unit Cost   | Total Cost Per Cycle | Estimated Useful Life (years) | Estimated Remaining Life (years) | Notes |
|---|----------|------|-------------|----------------------|-------------------------------|----------------------------------|-------|
| <b>Building Exterior</b>                    |          |      |             |                      |                               |                                  |       |
| Replace building roofs (Phase 1 - 10 Units) | 90       | SQ   | \$375.00    | \$33,750             | 20                            | 13                               |       |
| Replace building roofs (Phase 2 - 15 Units) | 160      | SQ   | \$375.00    | \$60,000             | 20                            | 14                               |       |
| Replace building roofs (Phase 3 - 29 Units) | 485      | SQ   | \$375.00    | \$181,875            | 20                            | 15                               |       |
| Replace building roofs (Phase 4 - 21 Units) | 335      | SQ   | \$375.00    | \$125,625            | 20                            | 16                               |       |
| Replace building roofs (Phase 5 - 24 Units) | 395      | SQ   | \$375.00    | \$148,125            | 20                            | 17                               |       |
| Paint/repair building siding (Phase 1)      | 5        | Unit | \$11,800.00 | \$59,000             | 7                             | 0                                |       |
| Paint/repair building siding (Phase 2)      | 10       | Unit | \$11,800.00 | \$118,000            | 7                             | 1                                |       |
| Paint/repair building siding (Phase 3)      | 18       | Unit | \$9,500.00  | \$171,000            | 7                             | 2                                |       |
| Paint/repair building siding (Phase 4)      | 21       | Unit | \$7,600.00  | \$159,600            | 7                             | 3                                |       |
| Paint/repair building siding (Phase 5)      | 17       | Unit | \$6,400.00  | \$108,800            | 7                             | 4                                |       |
| Paint/repair building siding (Phase 6)      | 16       | Unit | \$5,250.00  | \$84,000             | 7                             | 5                                |       |
| Paint/repair building siding (Phase 7)      | 12       | Unit | \$5,250.00  | \$63,000             | 7                             | 6                                |       |
|   |          |      |             |                      |                               |                                  |       |

SY: Square Yard SF: Square Feet LF: Linear Feet SQ: Roofing Square  
 EA: Each LS: Lump Sum SYS: System



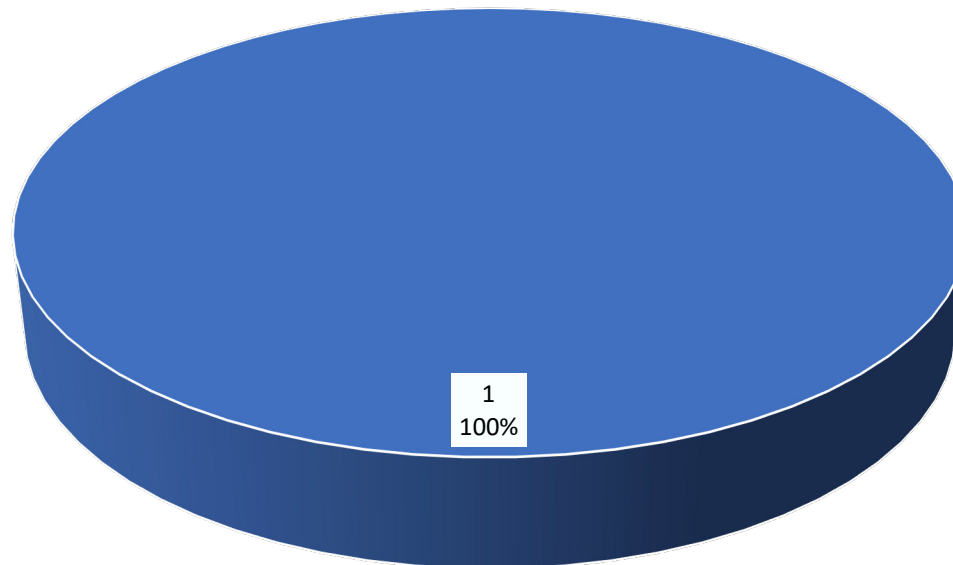


## EXPENSE SUMMARY - VILLAGE WALK



|  |             |
|--|-------------|
| Total over term capital expenditure (un-inflated)            | \$2,776,575 |
| Total over term capital expenditure with inflation:          | \$4,094,257 |
| Average estimated annual capital expenditure with inflation: | \$204,713   |
| Current Reserve Account Balance                              | \$167,905   |
| Full Funding Balance   | \$575,739   |
| Percent Funded   | 29.16%      |

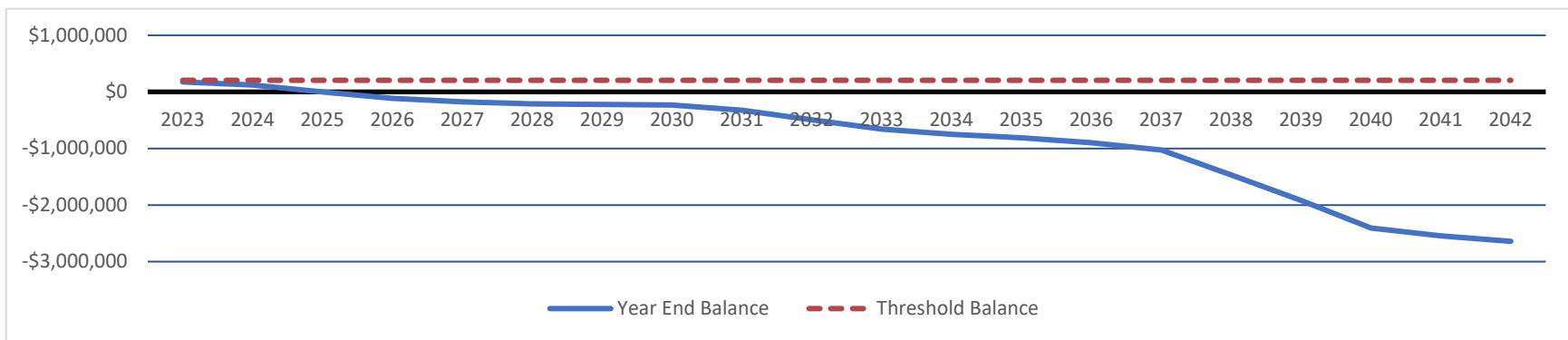
Breakdown of Total Costs by Type



# Current Funding Analysis - VILLAGE WALK



| Year | Starting Balance | Reserve Account Contribution | Average Per Unit/Month | Return on Investments | Repair Expenses | Special Assessments | Year End Balance |
|------|------------------|------------------------------|------------------------|-----------------------|-----------------|---------------------|------------------|
| 2023 | \$167,905        | \$64,000                     | \$53.87                | \$2,594               | \$59,000        | \$0                 | \$175,499        |
| 2024 | \$175,499        | \$64,000                     | \$53.87                | \$1,761               | \$122,130       | 0                   | \$119,129        |
| 2025 | \$119,129        | \$64,000                     | \$53.87                | \$0                   | \$183,179       | 0                   | -\$50            |
| 2026 | -\$50            | \$64,000                     | \$53.87                | \$0                   | \$176,951       | 0                   | -\$113,002       |
| 2027 | -\$113,002       | \$64,000                     | \$53.87                | \$0                   | \$124,851       | 0                   | -\$173,852       |
| 2028 | -\$173,852       | \$64,000                     | \$53.87                | \$0                   | \$99,766        | 0                   | -\$209,618       |
| 2029 | -\$209,618       | \$64,000                     | \$53.87                | \$0                   | \$77,443        | 0                   | -\$223,061       |
| 2030 | -\$223,061       | \$64,000                     | \$53.87                | \$0                   | \$75,064        | 0                   | -\$234,125       |
| 2031 | -\$234,125       | \$64,000                     | \$53.87                | \$0                   | \$155,383       | 0                   | -\$325,509       |
| 2032 | -\$325,509       | \$64,000                     | \$53.87                | \$0                   | \$233,055       | 0                   | -\$494,564       |
| 2033 | -\$494,564       | \$64,000                     | \$53.87                | \$0                   | \$225,132       | 0                   | -\$655,696       |
| 2034 | -\$655,696       | \$64,000                     | \$53.87                | \$0                   | \$158,845       | 0                   | -\$750,541       |
| 2035 | -\$750,541       | \$64,000                     | \$53.87                | \$0                   | \$126,930       | 0                   | -\$813,470       |
| 2036 | -\$813,470       | \$64,000                     | \$53.87                | \$0                   | \$151,313       | 0                   | -\$900,783       |
| 2037 | -\$900,783       | \$64,000                     | \$53.87                | \$0                   | \$192,625       | 0                   | -\$1,029,408     |
| 2038 | -\$1,029,408     | \$64,000                     | \$53.87                | \$0                   | \$502,395       | 0                   | -\$1,467,803     |
| 2039 | -\$1,467,803     | \$64,000                     | \$53.87                | \$0                   | \$514,344       | 0                   | -\$1,918,147     |
| 2040 | -\$1,918,147     | \$64,000                     | \$53.87                | \$0                   | \$552,267       | 0                   | -\$2,406,413     |
| 2041 | -\$2,406,413     | \$64,000                     | \$53.87                | \$0                   | \$202,095       | 0                   | -\$2,544,508     |
| 2042 | -\$2,544,508     | \$64,000                     | \$53.87                | \$0                   | \$161,490       | 0                   | -\$2,641,998     |

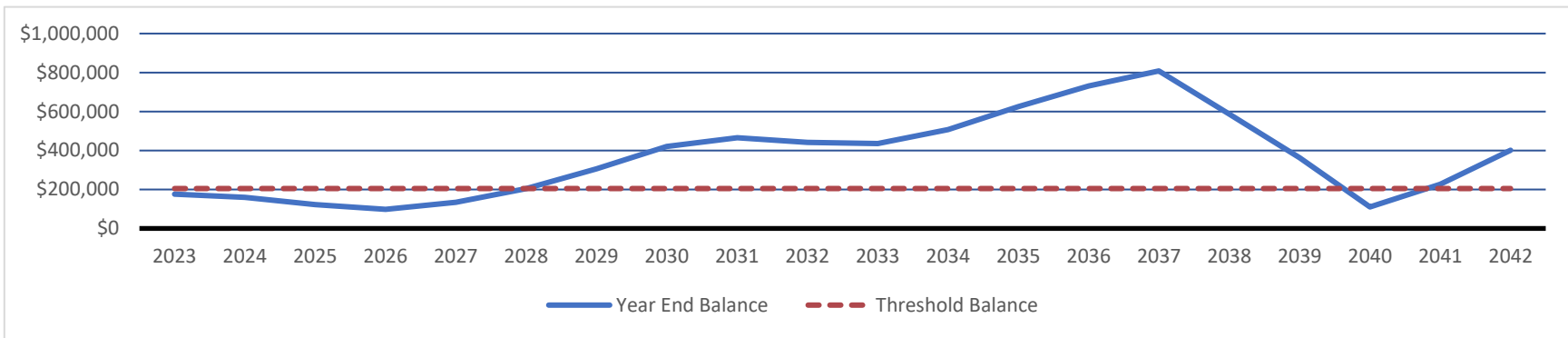




# Funding Alternative 1 - Increase by \$40k in 2024 and 2025, then by 5% every year



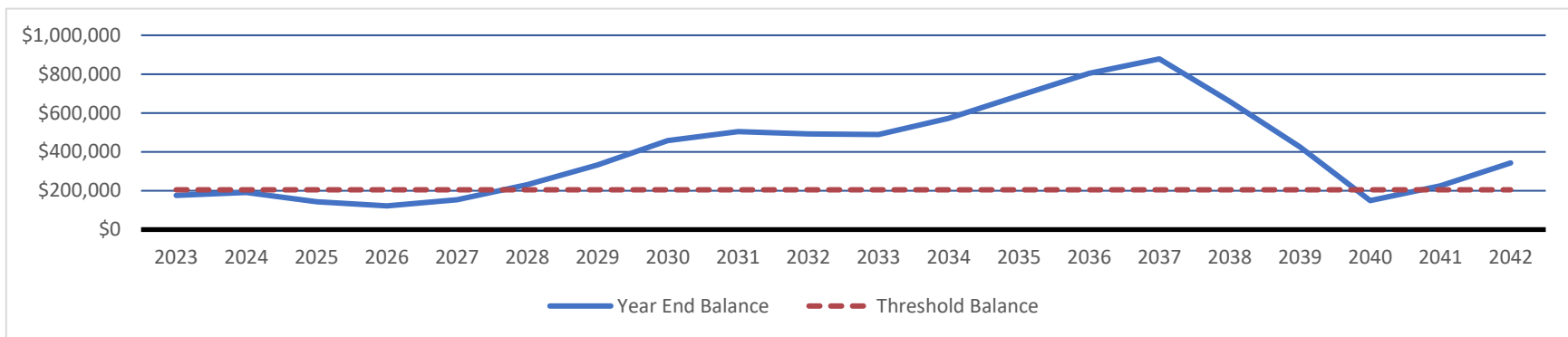
| Year | Starting Balance | Reserve Account Contribution | Average Per Unit/Month | Return on Investments | Repair Expenses | Special Assessments | Year End Balance |
|------|------------------|------------------------------|------------------------|-----------------------|-----------------|---------------------|------------------|
| 2023 | \$167,905        | \$64,000                     | \$53.87                | \$2,594               | \$59,000        | \$0                 | \$175,499        |
| 2024 | \$175,499        | \$104,000                    | \$87.54                | \$2,361               | \$122,130       | \$0                 | \$159,729        |
| 2025 | \$159,729        | \$144,000                    | \$121.21               | \$1,808               | \$183,179       | \$0                 | \$122,358        |
| 2026 | \$122,358        | \$151,200                    | \$127.27               | \$1,449               | \$176,951       | \$0                 | \$98,056         |
| 2027 | \$98,056         | \$158,760                    | \$133.64               | \$1,979               | \$124,851       | \$0                 | \$133,945        |
| 2028 | \$133,945        | \$166,698                    | \$140.32               | \$3,013               | \$99,766        | \$0                 | \$203,890        |
| 2029 | \$203,890        | \$175,033                    | \$147.33               | \$4,522               | \$77,443        | \$0                 | \$306,002        |
| 2030 | \$306,002        | \$183,785                    | \$154.70               | \$6,221               | \$75,064        | \$0                 | \$420,943        |
| 2031 | \$420,943        | \$192,974                    | \$162.44               | \$6,878               | \$155,383       | \$0                 | \$465,411        |
| 2032 | \$465,411        | \$202,622                    | \$170.56               | \$6,525               | \$233,055       | \$0                 | \$441,503        |
| 2033 | \$441,503        | \$212,754                    | \$179.09               | \$6,437               | \$225,132       | \$0                 | \$435,562        |
| 2034 | \$435,562        | \$223,391                    | \$188.04               | \$7,502               | \$158,845       | \$0                 | \$507,610        |
| 2035 | \$507,610        | \$234,561                    | \$197.44               | \$9,229               | \$126,930       | \$0                 | \$624,470        |
| 2036 | \$624,470        | \$246,289                    | \$207.31               | \$10,792              | \$151,313       | \$0                 | \$730,238        |
| 2037 | \$730,238        | \$258,603                    | \$217.68               | \$11,943              | \$192,625       | \$0                 | \$808,159        |
| 2038 | \$808,159        | \$271,533                    | \$228.56               | \$8,659               | \$502,395       | \$0                 | \$585,957        |
| 2039 | \$585,957        | \$285,110                    | \$239.99               | \$5,351               | \$514,344       | \$0                 | \$362,075        |
| 2040 | \$362,075        | \$299,366                    | \$251.99               | \$1,638               | \$552,267       | \$0                 | \$110,811        |
| 2041 | \$110,811        | \$314,334                    | \$264.59               | \$3,346               | \$202,095       | \$0                 | \$226,396        |
| 2042 | \$226,396        | \$330,051                    | \$277.82               | \$5,924               | \$161,490       | \$0                 | \$400,881        |



## Funding Alternative 2 - Increase to \$134k in 2024, then by \$20k every other year through 2038



| Year | Starting Balance | Reserve Account Contribution | Average Per Unit/Month | Return on Investments | Repair Expenses | Special Assessments | Year End Balance |
|------|------------------|------------------------------|------------------------|-----------------------|-----------------|---------------------|------------------|
| 2023 | \$167,905        | \$64,000                     | \$53.87                | \$2,594               | \$59,000        | \$0                 | \$175,499        |
| 2024 | \$175,499        | \$134,000                    | \$112.79               | \$2,811               | \$122,130       | \$0                 | \$190,179        |
| 2025 | \$190,179        | \$134,000                    | \$112.79               | \$2,115               | \$183,179       | \$0                 | \$143,115        |
| 2026 | \$143,115        | \$154,000                    | \$129.63               | \$1,802               | \$176,951       | \$0                 | \$121,966        |
| 2027 | \$121,966        | \$154,000                    | \$129.63               | \$2,267               | \$124,851       | \$0                 | \$153,382        |
| 2028 | \$153,382        | \$174,000                    | \$146.46               | \$3,414               | \$99,766        | \$0                 | \$231,031        |
| 2029 | \$231,031        | \$174,000                    | \$146.46               | \$4,914               | \$77,443        | \$0                 | \$332,501        |
| 2030 | \$332,501        | \$194,000                    | \$163.30               | \$6,772               | \$75,064        | \$0                 | \$458,208        |
| 2031 | \$458,208        | \$194,000                    | \$163.30               | \$7,452               | \$155,383       | \$0                 | \$504,277        |
| 2032 | \$504,277        | \$214,000                    | \$180.13               | \$7,278               | \$233,055       | \$0                 | \$492,500        |
| 2033 | \$492,500        | \$214,000                    | \$180.13               | \$7,221               | \$225,132       | \$0                 | \$488,589        |
| 2034 | \$488,589        | \$234,000                    | \$196.97               | \$8,456               | \$158,845       | \$0                 | \$572,201        |
| 2035 | \$572,201        | \$234,000                    | \$196.97               | \$10,189              | \$126,930       | \$0                 | \$689,460        |
| 2036 | \$689,460        | \$254,000                    | \$213.80               | \$11,882              | \$151,313       | \$0                 | \$804,029        |
| 2037 | \$804,029        | \$254,000                    | \$213.80               | \$12,981              | \$192,625       | \$0                 | \$878,386        |
| 2038 | \$878,386        | \$274,000                    | \$230.64               | \$9,750               | \$502,395       | \$0                 | \$659,740        |
| 2039 | \$659,740        | \$274,000                    | \$230.64               | \$6,291               | \$514,344       | \$0                 | \$425,688        |
| 2040 | \$425,688        | \$274,000                    | \$230.64               | \$2,211               | \$552,267       | \$0                 | \$149,632        |
| 2041 | \$149,632        | \$274,000                    | \$230.64               | \$3,323               | \$202,095       | \$0                 | \$224,861        |
| 2042 | \$224,861        | \$274,000                    | \$230.64               | \$5,061               | \$161,490       | \$0                 | \$342,431        |



# Residential Landscaping Advisory Committee (LAC) Guidelines

Unless specified otherwise use the standard application form for any change request.

## 1. Landscaping:

Use the standard ARC/LAC application for approval of all permanent landscaping and creation of new landscape beds (excluding private/screened areas).

- Annual plants within existing beds in the front, side yards, private zone, or alley yard do not require an ARC/LAC application.

## 2. Yard Ornament(s):

No application is necessary for:

- Any ornament not exceeding 18” in height and 24” square
- Ornamentation in neutral colors made of materials other than plastic or PVC
- Ornaments without moving parts or noise-making devices
- Lawn flags
- No more than two (2) yard ornaments / art allowed per unit

Use the standard ARC/LAC application form when requesting approval of items not listed above. Applications requiring review and approval by the LAC include such things as fountains, windsocks, lights, noise-making devices, devices with moving parts (whirlybirds), gazing balls etc. If in doubt contact the LAC.

## 3. Landscaping Sight-lines, Section 7.1 Protective Covenants Item (q) in the New Town Residential Ass., Inc. Disclosure Packet.

Basically discusses that no landscape feature may be planted that obstructs views for vehicular traffic, interferes with easements, or affects flow of drainage channels. Also notes that pipes, cable wires or similar lines may not be installed upon the surface of any Lot above ground. Please see section (q) page 32 under 7.1 in its entirety.

## 4. Vegetation, section 7.1 Protective Covenants Item (r) in the New Town Residential Ass., Inc. Disclosure Packet.

Basically discusses that certain size trees and evergreens may not be cut due to size and/or location. Please see section (r) page 32 under 7.1 in its entirety.

**New Town - Section 9  
Residential Areas  
Water Conservation Guidelines**

These water conservation regulations are adopted by AIG Baker Williamsburg, L.L.C, an Alabama limited liability company and the New Town Residential Property Owners Association (“RPOA”) for New Town Section 9, after approval by the James City Service Authority (“JCSA”) under the requirements of Paragraph 12 Water Conservation Proffers for New Town Section 9 dated March 17, 2006 of record in the office of the Clerk of the Circuit Court for the City of Williamsburg and County of James City as Instrument Number 060017870, as such Proffers may be amended from time to time. Use of any lot within the New Town development for residential purposes shall be at all time be subject to the following rules, as they may be amended from time to time.

**1. Water-Efficient Landscaping**

- a. Primary plantings should be drought tolerant, low water use plants. Non-invasive native plants are recommended. Note: A suggested plant list is available from the James City Service Authority (JCSA).
- b. Whenever possible, existing trees and vegetation should be retained.
- c. Trees located in turf areas should be mulched.

**2. Irrigation Systems**

- a. No more than fifteen percent of a multi-family site should be allowed turf irrigation.
- b. Underground automatic drip irrigation systems shall be permitted for both landscaped beds and turf.
- c. Pre-existing vegetation should not be irrigated.
- d. Drip emitters (drip irrigation) will be used in landscape beds unless spray heads are necessary for plant material types and/or location.
- e. Automatic overhead irrigations systems will be allowed for turf and no more than 6% of landscaped beds unless otherwise approved by JCSA. Sprinkler heads are to be pressure-regulated and systems must include rain sensors.
- f. Outdoor water use shall be in accordance with James City County Ordinance Article VII - Outdoor Water Use, as amended.
- g. No irrigation wells shall be allowed unless approval is granted by JCSA. Wells must withdraw water from the Aquia or the Potomac Aquifers only. Where feasible, water for irrigation should come from surface water and/or stormwater retention facilities.

3. Indoor Appliances

- a. All builder-installed hot water heaters, washing machines and dishwashers should be water efficient models.
- b. Where appropriate, point of use and/or centrally located small-volume hot water heaters should be used.

4. Changes and Amendments

- a. RPOA reserves the right to amend or change Water Conservation Guidelines provided, however, that JCSA must first approve any amendment or change.
- b. Written notice of any changes shall be sent to all members of the RPOA within ten (10) days of adoption and approval.

5. Enforcement

- a. The New Town Section 9 Residential Water Conservation Guidelines shall be fully enforceable by the RPOA Board of Directors. The RPOA shall make it's members aware of these guidelines and shall monitor and enforce compliance.
- b. From time to time the JCSA and James City County may adopt generally applicable water conservation rules. RPOA shall incorporate such rules, which shall be fully enforceable by RPOA as well as JCSA and James City County.

Signature:  AIG Baker Williamsburg, L.L.C.

Print: ALEX D. BAKER, PRESIDENT By: AIG BAKER SHOPPING CENTER PROPERTIES, LLC.  
ITS SUE MEMBER

Date: \_\_\_\_\_

Signature:  James City Service Authority

Print: LARRY W. FOSTER

Date: 9/27/07

**New Town - Section 9  
Non-Residential Areas  
Water Conservation Guidelines**

These water conservation regulations are adopted by AIG Baker Williamsburg, L.L.C, an Alabama limited liability company, Settlers Market Developers, LLC, a Virginia limited liability company, and the New Town Commercial Property Owners Association (“CPOA”) for New Town Section 9, after approval by the James City Service Authority (“JCSA”) under the requirements of Paragraph 12, Water Conservation Proffers for New Town Section 9 dated March 17, 2006 of record in the office of the Clerk of the Circuit Court for the City of Williamsburg and County of James City as Instrument Number 060017870, as such Proffers may be amended from time to time. Use of any lot within the New Town development for non-residential purposes shall be at all time be subject to the following rules, as they may be amended from time to time.

**1. Water-Efficient Landscaping**

- a. No more than five percent of the developed area should be allowed turf irrigation. (Exceptions: Northern Focal Open Spaces, Neighborhood Open Spaces)
- b. Primary plantings should be drought tolerant, low water use plants. Non-invasive native plants are recommended. Note: a Suggested plant list is available from the James City Service Authority (JCSA).
- c. Wherever possible, existing trees and vegetation should be retained.
- d. Trees located in turf areas should be mulched.

**2. Irrigation Systems**

- a. Underground automatic drip irrigation systems shall be permitted for both landscaped beds and turf.
- b. Pre-existing vegetation should not be irrigated.
- c. Drip emitters (drip irrigation) will be used in landscape beds unless spray heads are necessary for plant material types and/or location.
- d. Automatic overhead irrigations systems will be allowed for turf and no more than 6% of landscaped beds unless otherwise approved by JCSA. Sprinkler heads are to be pressure-regulated and systems must include rain sensors.
- e. Outdoor water use shall be in accordance with James City County Ordinance Article VII - Outdoor Water Use, as amended.
- f. No irrigation wells shall be allowed unless approval is granted by JCSA. Wells must withdraw water from the Aquia or the Potomac Aquifers only. Where feasible, water for irrigation should come from surface water and/or stormwater retention facilities.

3. Indoor Appliances


- a. All builder-installed hot water heaters, washing machines and dishwashers should be water efficient models.
- b. Where appropriate, point of use and/or centrally located small-volume hot water heaters should be used.

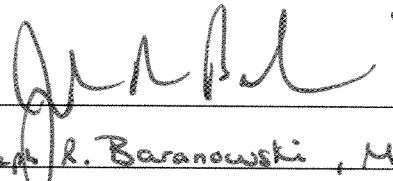
4. Changes and Amendments


- a. CPOA reserves the right to amend or change Water Conservation Guidelines provided, however, that JCSA must first approve any amendment or change.
- b. Written notice of any changes shall be sent to all members of the CPOA within ten (10) days of adoption and approval.

5. Enforcement

- a. The New Town Section 9 Non-Residential Water Conservation Guidelines shall be fully enforceable by the CPOA Board of Directors. The CPOA shall make it's members aware of these guidelines and shall monitor and enforce compliance.
- b. From time to time the JCSA and James City County may adopt generally applicable water conservation rules. CPOA shall incorporate such rules, which shall be fully enforceable by CPOA as well as JCSA and James City County.

Signature:  AIG Baker Williamsburg, L.L.C.  
Print: ALEX D. BAKER, PRESIDENT By: AIG BAKER STOPPINS CENTER PROPERTIES, L.L.C.  
Date: \_\_\_\_\_ ITS SOLE MEMBER

Signature:  Settlers Market Developers, LLC  
Print: Joseph R. Baranowski, Member  
Date: 9/17/07

Signature:  James City Service Authority  
Print: LARRY M. FOSTER  
Date: 9/27/07

|   |                         |
|---|-------------------------|
| <b>Subject: Landscape Services</b>  |                         |
| <b>Impacted Group:</b> All NTRA Members   |                         |
| <b>Title of Policy: Landscape Services and Responsibilities</b>   |                         |
| <b>Number: 9.2</b>  | <b>Rev:</b> Original    |
| <b>Approved By:</b> Board of Directors  | <b>Date:</b> 11/17/2022 |
| <p>1. <b>Rationale or background to policy:</b> The New Town Residential Association is obligated to provide landscape services to homeowners as defined in the applicable Supplemental Declarations for each neighborhood. Understanding the distinction between the basic services provided by the Association and the landscape responsibilities of homeowners is key to the successful provision of services and the continued upkeep of our community.</p> |                         |

## New Town Residential Association

### Policy 9.2 LANDSCAPE SERVICES AND RESPONSIBILITIES

Landscape services are provided to owners in the New Town Residential Association (NTRA) as outlined in the NTRA governing documents. Owners are expected to maintain their lots in a condition that does not detract from the overall beauty of the community.

This document outlines the responsibilities of each party for the care and maintenance of landscaping within the NTRA. Landscape modifications (except plantings in an existing bed or in a private/screened area) require the prior written approval of the Architectural Review Committee (ARC), as do installations of French drains, hardscapes and removal or replacement of trees.

*Please note that if a desired service is not listed below, it is the responsibility of the homeowner to contract and pay for such service.*

#### Homeowner Responsibilities

- Providing clear access to yard for landscaping contractor (contractor is not responsible to move items out of any yard for maintenance). Note: Yards with obstacles or excessive dog /pet waste will not receive service. Service will not be “made up” and would continue during the next scheduled visit when the issue(s) is addressed.



- Replacing all plantings on homeowner's property as needed, including, but not limited to dead/dying shrubs, including any diseased shrub and trees identified during a NTRA inspection as requiring removal.
- Maintaining landscape enhancements and plantings that are private owner installed (with ARC approval) and not standard builder landscape beds.
- Pruning trees above 15 feet and shrubs taller than 12 feet located on homeowner's property.
- Removal and/or replacement of all trees (with ARC approval as applicable) located on homeowner's property.
- Services outside of regularly scheduled maintenance (e.g. intermittent pruning of stray branches, etc.)
- Any additional enhancements, pruning or applications above the landscaping contractor's basic service responsibilities, e. g. adding topsoil, additional seeding, fungicides, pest management applications or other improvements and/or maintenance applications.
- All drainage issues on private property – standing water, wet areas, etc.
- Providing a buffer zone around all private fencing (or accepting landscaper's herbicide treatment to reduce damage to property).
- Granting written permission (via notice to Managing Agent) if an owner wishes boxwoods and other specialty ornamental plants to be pruned.
- Reporting issues or damage promptly through the NTRA ticketing system or other identified reporting method

Shirley Park New Homes - Plants and irrigation systems are maintained by the builder for 1 year (if stated in warranty). Check with builder first if problems are encountered with landscaping or irrigation during this period.

## **Detached Homeowner Additional Responsibilities – Irrigation Systems**

- Providing the NTRA irrigation contractor with controller access for annual irrigation system startup, inspections and winterization (shut down).
- Ensuring irrigation system operates only within hours and address limits imposed by James City County.
- Contacting an irrigation company if the homeowner's system needs repairs (maintenance and repairs are the homeowner's responsibility and at owner's expense.)
- Ensuring homeowners irrigation system does not over/under water homeowner's or adjoining neighbor's property. NOTE: Association / landscape contractor not responsible for turf damage due to overwatering.
- Marking irrigation heads prior to annual turf aeration and seeding. NOTE: Association / landscape contractor not responsible for repair or replacement of damaged irrigation heads that are not marked.

## **NTRA/Landscaping Contractor Responsibilities:**

- General landscape care and maintenance of all NTRA common areas, including areas around BMPs -retention ponds as outlined in the contracted scope of work.
- Mowing, trimming, and edging property (edging is done every other week) according to contractor's workflow plan.

*(Note: Per current NTRA Governing Documents, mowing, trimming, edging and pruning services are not provided within homeowner fenced areas. Should new governing documents be approved, this limitation will be revised accordingly.)*

- Mulching using shredded and dyed (dark brown color) mulch to be installed (once a year in the late winter/early spring) to a total depth of 2-3 inches in existing landscape mulch beds.
- Pruning of trees (up to 15 feet) during the first quarter of the year to remove deadwood and damage branches and pruning away from buildings / painted surfaces.
- Removal of low-hanging branches that interfere with walkways and sucker growth will take place as necessary.
- Conducting twice annual inspections (Spring & Fall) to identify infested trees and shrubs; findings will be reported to the Managing Agent and communicated to affected homeowners.
- Pruning of shrubs (up to 12 feet) as per contract schedule (3 times per year). Boxwoods and other specialty ornamental plants will only be pruned when requested by the owner(s) in writing.
- Chemical applications -turf (as per contracted schedule):
  - Weed pre-emergent application (twice per year) and post-emergent applications (three per year)
  - Lawn insect control application (as per contracted schedule)
  - Specific chemicals & rate applied shall be developed by the contractor based upon overall site conditions
- Weeding (chemical or manual) in landscape beds, sidewalks, around trees and shrubs every 2 weeks

- Fertilizing as per contracted schedule
  - Turf twice per year
  - Shrubs once per year
- Aerating fescue lawns and over-seeding (once a year in the fall).
- Leaf cleanup (3 times in fall, once in spring).
- Notifying NTRA Management of upcoming chemical treatments (in order to notify owners via eblast and website post).
- Repair of any damage caused by landscape crews during their routine services (Contractor responsibility).
- Oversight of contractor performance and their fulfillment of contract terms (NTRA Managing Agent responsibility).

**NTRA/Irrigation Contractor Responsibilities - Irrigation Systems**

- Startup to include initial inspection, backflow testing, 1 mid-season inspection, and seasonal shut down. (Systems are started and checked to make sure heads are working and spraying the appropriate area).
- Troubleshooting, maintaining, and repairing Village Walk centralized irrigation system.

***All services outlined in this document are applicable for the 2023-2025 landscape season and will be reviewed as landscape contract is amended or contractor changes.***

*Adopted by the Board of Directors on November 17, 2022 at a duly called Board meeting.*

*Effective date: January 1, 2023.*

*Monique Stevens*

Secretary

November 17, 2022

Date

**VILLAGE WALK MAINTENANCE RESPONSIBILITIES CHART**

As of February 2022

| Element  | Maintenance Responsibility |       | Replacement Responsibility |       | NOTES   |
|--|----------------------------|-------|----------------------------|-------|---|
|  | Association                | Owner | Association                | Owner |   |
| <b>Balconies</b>   |                            | XX    |                            | XX    |   |
| <b>Brick and Mortar</b> (vertical exterior buildings surfaces)   | XX                         |       | XX                         |       | Exterior building surfaces  |
| <b>Doors</b> (exterior only): exterior doors (including all components, not limited to door frames / jambs / sills/ head / hinges / hardware / threshold / flashing / all other related components.) | XX                         | XX    |                            | XX    | Association is responsible for painting only. All other repairs or maintenance to exterior doors, including garage doors and all components (including openers), are the responsibility of the property owner.  |
| <b>Drainage</b> repairs / maintenance on private lots  |                            | XX    |                            | XX    | Drainage repairs on property are the maintenance and repair responsibility of the owner   |
| <b>Driveways / Parking Pads</b>  |                            | XX    |                            | XX    |   |
| <b>Electrical wiring</b> conduits from point where they leave power company meter base   |                            | XX    |                            | XX    |   |
| <b>Exterior home lighting</b> serving a single home  |                            | XX    |                            | XX    |   |
| <b>Fire Suppression System</b> (sprinkler)   | XX                         |       |                            | XX    | Association responsible for annual inspection and maintenance of sprinkler system; replacement is an owner expense. All owners shall cooperate in scheduling and access for completion, if owner prevents inspection or maintenance, owner indemnifies the Association. |
| <b>French Drains</b> connected to gutters  |                            | XX    |                            | XX    |   |
| <b>Gas piping</b> servicing home from the point gas pipe serving home leaves common supply gas pipe  |                            | XX    |                            | XX    |   |
| <b>Gutters</b> and Downspouts (including scupper & collection box)   | XX                         |       | XX                         |       | Maintenance to be performed by the Association on an established maintenance schedule   |
| <b>HVAC</b> Units, and all related components.   |                            | XX    |                            | XX    |   |

VILLAGE WALK MAINTENANCE RESPONSIBILITIES CHART

As of February 2022

| Element  | Maintenance Responsibility |       | Replacement Responsibility |       | NOTES  |
|--|----------------------------|-------|----------------------------|-------|--|
|  | Association                | Owner | Association                | Owner |  |
| <b>Irrigation</b> (System originally installed by developer)   | XX                         |       | XX                         |       | All components are maintained and replaced by the Association - centralized system.  |
| <b>Landscaping:</b> turf grass mowing, turf treatments, and trimming/edging  | XX                         |       |                            |       | Routine maintenance services as defined in the landscape contract; Damage caused by owner or other neglect is owner responsibility to correct.   |
| <b>Landscaping:</b> shrub pruning and pruning of trees under 15' in height   | XX                         |       |                            | XX    | Routine maintenance services as defined in the landscape contract; trees over 15' in height are the maintenance responsibility of the property owner   |
| <b>Lighting (street lighting ONLY);</b> all other lighting serving one residence is the Owners responsibility.                         | XX                         |       | XX                         |       | Lighting (street lighting ONLY); all other lighting serving one residence is the owner's responsibility.   |
| <b>Mailboxes</b>   | XX                         | XX    | XX                         |       | Maintaining, repairing and replacement of cluster mailbox units is the Association's responsibility. Loss of key or damage to individual lock on owners box is the responsibility of the owner.  |
| <b>Painting</b> of exterior of buildings, includes siding, trim, shutters and doors, and any additional components previously painted. | XX                         | XX    |                            |       | Painting only per scheduled maintenance cycle - Association; additional aesthetic painting outside of paint cycle would be owner responsibility.   |
| <b>Party Walls</b>   |                            | XX    |                            | XX    | Reasonable repair and maintenance of party walls (shared walls between attached units) are the equally shared maintenance responsibility and expense of those owners who share use of that wall. |
| <b>Roofing</b> (asphalt shingles), sheathing, felt and flashing  | XX                         |       | XX                         |       | If damage is caused by owner or resident, or by something installed on the roof by the owner (ie: solar panels) then repair/replacement is responsibility of the owner.                          |

VILLAGE WALK MAINTENANCE RESPONSIBILITIES CHART

As of February 2022

| Element  | Maintenance Responsibility |       | Replacement Responsibility |       | NOTES   |
|--|----------------------------|-------|----------------------------|-------|---|
|  | Association                | Owner | Association                | Owner |   |
| <b>Rooftop Terraces/ Decks</b>   |                            | XX    |                            | XX    | Excluded due to membrane construction. (See Board 2021 Resolution regarding terraces.)  |
| <b>Pest control</b>  | XX                         | XX    | XX                         | XX    | One annual termite inspection and treatment, if necessary. All other pest control is the owners responsibility  |
| <b>Plumbing</b> serving a single home  |                            | XX    |                            | XX    | Hose bibs, etc.   |
| <b>Sewer pipes servicing home</b> from the cleanout outside the home into the home           |                            | XX    |                            | XX    |   |
| <b>Sewer pipes (public)</b> from the County sewer main line to the cleanout outside the home |                            |       |                            |       | James City Service Authority (JCSA) - county responsibility. Contact information 757-253-6800 (daytime business hours) <b>Emergencies Phone: 757-229-7421</b>   |
| <b>Sidewalks</b> (serving the overall community that are not along a VDOT road)              | XX                         |       | XX                         |       | <b>After Hours, Weekends, Holidays: 757-566-0112</b>  |
| <b>Siding</b> (Hardi Board Siding)   | XX                         |       | XX                         |       | Sidewalks adjacent to VDOT roads are the maintenance, repair and replacement responsibility of VDOT.  |
| <b>Storm Doors</b> and Screens: all screens on exterior doors and windows.                   |                            | XX    |                            | XX    | Storm door includes all related components.   |
| <b>Trim &amp; Cornice</b> (exterior)   | XX                         |       | XX                         |       | If damage caused by owner or resident then repair/replacement is responsibility of the owner.   |
| <b>Vents</b> (including roof pipes)  | XX                         | XX    |                            | XX    | Not specifically addressed in NTRA documents. Per July 2021 BOD determination, sealing around the existing vents is covered as "maintenance of an exterior building surface." Replacement of vents is the responsibility of the owners. |

VILLAGE WALK MAINTENANCE RESPONSIBILITIES CHART

As of February 2022

| Element  | Maintenance Responsibility |       | Replacement Responsibility |       | NOTES   |
|--|----------------------------|-------|----------------------------|-------|---|
|  | Association                | Owner | Association                | Owner |   |
| <b>Walkways &amp; Driveways</b> (serving a single home)  |                            | XX    |                            | XX    |   |
| <b>Water and Sewer</b> lines located within the foot print of the house and from the house service line to the water meter (including the water meter and service line outside the structure)                          |                            | XX    |                            | XX    |   |
| <b>Water pipes</b> servicing home from the point the water line leaves the water meter outside the home to the County water main water line  |                            |       |                            |       | Water lines from the water meter to the main line, and including the main line are maintained/repaired by James City Service Authority (JCSA) contact information listed under sewer pipes. |
| <b>Windows:</b> exterior windows, (including all related components, - window frames, flashing, head, jambs, jambliner, glass, mullions, sills, and any other component.)  |                            | XX    |                            | XX    | All repairs and/or maintenance to exterior windows is the responsibility of the owner.  |
| <b>NOTE:</b> Maintenance, repair or replacement of all lot structures in the following circumstances: 1) damaged or destroyed by casualty or 2) willful or negligent act of Owner, family, tenants, guests or invitees |                            | XX    |                            | XX    |   |
| <b>All other elements not specified as an Association responsibility are the responsibility of the owner.</b>  |                            | XX    |                            | XX    |   |



**New Town Residential Association, Inc.**  
Williamsburg, VA 23188

|  |                               |
|--|-------------------------------|
| <b>Subject: NTRA Tree Removal Policy</b>   |                               |
| <b>Impacted Group:</b> NTRA Members, Board, Landscape Advisory Committee   |                               |
| <b>Title of Policy: NTRA Policy for Removal and Replacement of Trees</b>   |                               |
| <b>Number: 9.4</b>   | <b>Rev:</b> Original          |
| <b>Approved By:</b> NTRA Board of Directors  | <b>Date:</b> January 20, 2022 |
| <b>1. Rationale or background to policy:</b><br><br>Currently there is no landscape policy for the New Town Residential Association that addresses the removal or replacement of trees when they become problematic, dead, or diseased. Trees have all of the characteristics of a traditional asset and have intrinsic value and a useful life and should be properly managed or maintained. When trees become diseased, dead or overgrown, pest ridden, infected, or cause damage to property (common, private, or otherwise), decisions become necessary to remediate, remove, or replace the trees.                            |                               |
| <b>2. Policy Statement:</b><br><br>The NTRA will not automatically replace all trees that are removed due to damage or disease. In particular, street trees will not be replaced in areas where a potential or known pedestrian hazard is created.<br><br>Some species of trees have extensive root systems that can become invasive to foundations and utilities if planted too close to a building and trees that are adjacent to sidewalks can cause the concrete slab to heave or become unstable creating hazards for pedestrians as well as structures. It is not always advisable or necessary to remove or replace a tree. |                               |
| <b>3. Definitions:</b><br><br><b>A.</b> "Street trees" - those trees located along streets between the curb and sidewalk. Street trees may be located in areas the Virginia Department of Highways (VDOT) maintains and have been recorded on the approved Master Plan for New Town by James City County (JCC).<br><br><b>B.</b> "Common area trees" - those trees located in common areas that are the responsibility of the Association.<br><br><b>C.</b> "Homeowner trees"- trees located within an individual homeowner's lot lines up to the sidewalk.  |                               |

# New Town Residential Association, Inc.

Williamsburg, VA 23188

## 4. Procedures:

When removing or replacing a tree, careful consideration is always appropriate and factors such as species, size, availability, budget, labor, location, and aesthetics should be considered. In some circumstances replacement of a tree may not be advisable or necessary.

When the Managing Agent or the Landscape Advisory Committee identifies a tree for removal, the following will be considered:

**A.** If a street tree has died, become diseased, is perilous, or caused a portion of the sidewalk to become separated or disjointed, the Managing Agent shall contact James City County Planning Division to notify them of our intention to remove and not replace the tree.

Based on the County's response, the Managing Agent and the NTRA Board of Directors will consult with the Landscape Advisory Committee for next steps. If a decision is made to not replace a street tree, the area where the tree and stump is removed shall be restored by removing the tree ring and mulch. The area will be graded before grading before seeding.

**B.** Common area trees that are diseased or dead should be evaluated to determine if replacement is necessary.

Some trees in common areas have never established properly and may not need to be replaced be necessary for replacement. Common area trees should not be replaced unless they are deemed necessary as part of a formal plan. For example, a row of trees/crepe myrtles that adds balance to a park like area. When trees are replaced a species or variety of the same type with similar shape and size should be used.

Substitute species of trees in a common area will be reviewed with James City County Planning Division for consistency with New Town Master Plan.

**C.** Trees located on a homeowner's lot are considered the homeowners responsibility and removal or replacement is the responsibility of the homeowner. However, per Section 7.1 (r) of the NTRA Master Declaration, no live trees with a diameter in excess of 5 inches nor flowering trees in excess of three inches may be cut without the prior approval of the Architectural Review Committee (ARC). Landscape changes to areas that are publicly visible must also be approved by the ARC.

Approved for Use on January 20, 2022.

  
Mary Cheston, President

Order: 2WRWBXS4Z  
Address: 2022 Holmes Ct E  
Order Date: 08-18-2024  
Document not for resale  
HomeWiseDocs

New Town Residential Association, Inc.  
Cost Schedule for Providing Copies of Books and Records  
Policy Resolution 2012-02

WHEREAS, Virginia Code § 55-79.74:1 (B) provides that, with certain exceptions, all books and records kept by or on behalf of a condominium association shall be available for examination and copying by a unit owner in good standing or his authorized agent; and

WHEREAS, Virginia Code § 55-79.74:1 (D) provides that prior to providing copies of any books and records to a unit owner in good standing, a condominium association may impose and collect a charge reflecting the reasonable costs of materials and labor of providing such copies, not to exceed the actual costs thereof; and

WHEREAS, Virginia Code § 55-79.74:1 (D) also provides that such charges may be imposed only in accordance with a cost schedule adopted by the board of directors of the condominium association;

NOW THEREFORE, it is hereby RESOLVED that the Board of Directors of New Town Residential Association, Inc., Inc. hereby adopts the following policy:

- A. The cost schedule set forth in paragraph E below shall apply equally to all unit owners in good standing and shall be provided to a requesting unit owner at the time the request to examine or copy books and records is made.
- B. A unit owner is in good standing if the unit owner has no financial obligation to the Association that is more than thirty (30) days in arrears or violation of the Condominium Instruments that has not been remedied within the time allowed for correction.
- C. All money paid pursuant to the cost schedule set forth in paragraph E below shall be collected by the Association's managing agent and shall be retained by the managing agent to offset the actual costs of materials and labor involved.
- D. A unit owner's request for copies of books and records must be in writing and the request must be for a proper purpose related to the unit owner's membership in the Association. The managing agent shall provide the requested copies, if the requested books and records are subject to disclosure as provided in Virginia Code § 55-79.74:1, within five (5) business days after receiving both a written request and payment for the reasonable costs of materials and labor of providing such copies
- E. The following charges shall be imposed:
  1. \$0.12 per page for copies of 8-1/2" x 11" documents

2. \$0.15 per page for copies of 8-1/2" x 14" documents
3. \$0.20 per page for copies of 11" x 17" documents
4. \$0.12 for each legal sized envelope
5. \$0.16 for each other sized envelope
6. \$0.04 for each label
7. \$55.00 per hour for labor of administrative personnel
8. An additional charge of \$1.00 per page shall be imposed for color copies.

This Resolution is effective Nov 8, 2012

Adopted at a meeting of the Board of Directors on Nov 8, 2012

  
\_\_\_\_\_  
Vice-President

2/21/13  
\_\_\_\_\_  
Date

Attest:  
  
\_\_\_\_\_  
Secretary

2/21/13  
\_\_\_\_\_  
Date

**Copy/Inspection of Books and Records Policy Resolution 2012-02**

**NEW TOWN RESIDENTIAL ASSOCIATION, INC.  
RECORD REQUEST FORM**

You may use this form to request copies of or inspect the official records of the NEW TOWN RESIDENTIAL ASSOCIATION, INC. ("NTRA" / "Association"). In order to properly submit a request, please complete, sign and date this form and mail or fax it to the Association's manager at the address below:

**NEW TOWN RESIDENTIAL ASSOCIATION, INC.  
Managing Director  
337 McLaws Circle, Suite 1  
Williamsburg, VA 23185**

**Name of Requesting Party:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**Address of Property located within the Association if different than mailing:** \_\_\_\_\_

**Phone: (Home)** \_\_\_\_\_ **(Work)** \_\_\_\_\_

**(Mobile)** \_\_\_\_\_ **(Email)** \_\_\_\_\_

**Please describe the records you wish to copy and/or inspect (include all relevant dates, names or other identifying information):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Please describe the purpose of your request:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Please check applicable box(es):**

I am requesting to receive copies of the above-referenced records and pay the amount, if any, as required by NTRA Policy Resolution 2012-02 as approved by the New Town Residential Association, Inc. Board of Directors.

I am requesting to conduct an in-person inspection of the above-referenced records.   
(The Association will provide you confirmation of the appropriate time, date and location for the inspection)

Please note, not all Association records are available for review and inspection, per Section 55-1.1815(C) and (D) of the Virginia Property Owners' Association Act. You will be notified if your request contains records subject to withholding. You will also be notified of the estimated cost, if any, related to your request and such charges must be paid in advance of the Association fulfilling your request.

Be advised, the Association is only obligated to respond to record requests from those members of the Association who are in "good standing". Good Standing shall be defined to mean that a member is current in the payment of assessments and any other financial obligation to the Association and compliant with all other responsibilities of membership, including, but not limited to, maintenance of his or her Lot in a condition that does not violate any term or provision of the Governing Documents.

You must date and sign this form. Anonymous requests will not be accepted.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Received by: \_\_\_\_\_  
Date: \_\_\_\_\_

**Rules and Regulations**  
**New Town Residential Association, Inc.**

Order: 2WRWBXS4Z  
Address: 2022 Holmes Ct E  
Order Date: 08-18-2024  
Document not for resale  
HomeWiseDocs

**NEW TOWN RESIDENTIAL  
ASSOCIATION, INC.**

**RULES**

**DATE: July 1, 2005**



# NEW TOWN RESIDENTIAL ASSOCIATION, INC.

## RULES

### Table of Contents

Page

|   |   |
|---|---|
| SECTION I INTRODUCTION .....                          | 1 |
| 1. Authority .....                                    | 1 |
| 2. Governing Documents .....                          | 1 |
| 3. Architectural Guidelines .....                     | 1 |
| 4. Definitions .....                                  | 2 |
| SECTION II USE OF PROPERTY .....                      | 2 |
| 1. Animals .....                                      | 2 |
| 2. Antennas and Similar Devices .....                 | 3 |
| 3. Association Property .....                         | 3 |
| 4. Casualty .....                                     | 3 |
| 5. Clothes Drying Equipment .....                     | 3 |
| 6. Commercial Use .....                               | 3 |
| 7. Emissions .....                                    | 3 |
| 8. Fences .....                                       | 3 |
| 9. Flags .....  | 3 |
| 10. Garage Doors .....                                | 3 |
| 11. Grills .....                                      | 3 |
| 12. Group Outdoor Recreational Activities .....       | 4 |
| 13. Hazardous Use; Waste .....                        | 4 |
| 14. Holiday/Seasonal Decorations .....                | 4 |
| 15. Hoses .....                                       | 4 |
| 16. Irrigation .....                                  | 4 |
| 17. Lakes, Water Bodies and Other Water Sources ..... | 4 |
| 18. Landscaping; Sight lines .....                    | 4 |
| 19. Lawful Use .....                                  | 4 |
| 20. Leaf Collection .....                             | 4 |
| 21. Leasing .....                                     | 5 |
| 22. Mailboxes and Newspaper Tubes .....               | 5 |
| 23. Maintenance .....                                 | 5 |
| 24. Mining .....                                      | 5 |
| 25. Moving .....                                      | 5 |
| 26. Noise .....                                       | 5 |
| 27. Nuisances .....                                   | 5 |

|  |    |
|--|----|
| 28. Obstructions.....  | 5  |
| 29. Resident Contacts.....   | 5  |
| 30. Parking and Vehicular Restrictions.....                          | 5  |
| 31. Recreational/Athletic Equipment - Portable Basketball Goals..... | 6  |
| 32. Other Recreational/Athletic Equipment.....                       | 7  |
| 33. Play Equipment, Strollers, Etc.....                              | 8  |
| 34. Pools.....   | 8  |
| 35. Sale of Lots.....  | 8  |
| 36. Signs.....   | 8  |
| 37. Solicitation/Pamphleteering.....                                 | 9  |
| 38. Temporary Structures; Trailers.....                              | 9  |
| 39. Trash.....   | 9  |
| 40. Underground Utilities.....                                       | 9  |
| 41. Vegetation.....  | 9  |
| 42. Window Treatments.....   | 10 |
| 43. Yard/Garage Sales.....   | 10 |

**SECTION III COMPLAINT RESOLUTION PROCEDURES..... 10**

|   |    |
|---|----|
| 1. Informal Procedures for Violations of the Governing Documents..... | 10 |
| 2. Formal Procedures for Violations of the Governing Documents.....   | 11 |

## SECTION I

### INTRODUCTION

1. **Authority.** Section 7.1(c) of the Amended and Restated Master Declaration of Protective Covenants and Restrictions for New Town (Residential) (the "Declaration") provides that the Board of Directors (the "Board") of New Town Residential Association, Inc. (the "Association") may adopt general rules, including, but not limited to rules regulating potential problems relating to the use of the Properties, as defined in the Declaration, and the well-being of Members, and that such rules and any subsequent amendments thereto shall be binding on all Members and occupants of the Properties, except where expressly provided otherwise in such rule. By resolution effective July 1, 2005, the Board adopted the following rules governing the Properties which rules are set forth below (the "Rules").
2. **Governing Documents.** The Rules should be considered with the Declaration, the Supplemental Declaration applicable to your Neighborhood, the Articles of Incorporation of the Association (the "Articles"), the Amended Bylaws of the Association (the "Bylaws"), and the Architectural Guidelines adopted by the Architectural Review Committee of the Association ("ARC") from time to time. The foregoing documents are collectively referred to as the "Governing Documents". If any provision of these Rules conflicts with the terms or provisions of any of the Governing Documents, the terms and provisions of the applicable Governing Document(s) shall control. In addition, all property in the Association is subject to the New Town Design Review Board and the New Town Design Guidelines, as more particularly described in Section 6.9 of the Declaration.
3. **Architectural Guidelines.** Sections 6.2 and 6.5 of the Declaration provide that no Improvement (as defined in Section 6.2 of the Declaration) shall be constructed, erected, installed, or maintained on any Lot or Parcel, nor shall any Improvements be altered, enlarged, demolished or removed, including any activity related thereto, unless an Application, Construction Schedule and Plans therefore have been approved by the ARC. Section 6.1 of the Declaration establishes the ARC for the purpose of reviewing, and, as appropriate, approving or disapproving all Plans (as outlined in Section 6.2 of the Declaration) submitted by Owners in accordance with Article VI of the Declaration. Pursuant to Section 6.6 of the Declaration, the ARC may, in its discretion, establish guidelines and standards to be used in considering whether to approve or disapprove Plans. The ARC will adopt guidelines and standards ("Architectural Guidelines") to facilitate its review of Plans. These Rules are closely related to the Architectural Guidelines, and in many instances specific reference is made to the Architectural Guidelines for additional requirements and guidance. In addition, all property in the Association is subject to the New Town Design Review Board and the New Town Design Guidelines, as more particularly described in Section 6.9 of the Declaration.

4. **Definitions.** Unless otherwise indicated, defined terms used herein shall have the meaning set forth in the Governing Documents.

## SECTION II

### USE OF PROPERTY

1. **Animals.** In addition to the covenants set out in the Declaration in Section 7.1(x) with respect to Animals, the following rules and policies are hereby established to address animal problems and to provide guidelines for processing animal questions and complaints.

- a. The Association will monitor written complaints concerning dogs off leash and/or dog excreta nuisances. A notice of violation and/or fine will be issued if the violation is observed and verified by the Association.

Note: The James City County SPCA is a public service agency designed to provide residents in James City County with varying levels of animal services, including but not limited to dog and cat nuisance response, pet adoption programs, and vaccination clinics. We recognize that the SPCA's program and their ability to enforce the standards are very beneficial to New Town (Residential) residents, and we encourage all residents to contact the SPCA when a particular animal question or problem needs to be resolved.

- b. Written complaints received by the Association concerning nuisance animals on Owner's Lots or on Common Area(s), Limited Common Area(s), or Neighborhood Common Area(s) will be processed for a hearing pursuant to Section III of the Rules by the Association if: (i) the alleged nuisance has affected at least two (2) other Owners, residing on separate Lots, in the Neighborhood; and/or, (ii) at the discretion of the Association. A written complaint form must be submitted to the Association along with the signatures of the other affected Owners, stating the particulars (dates and times) of the alleged nuisance. All owners signing the statement must be willing to attend a Board of Directors meeting, to which the animal's Owner has also been invited, for a hearing.
- c. Any pet causing or creating a nuisance, unreasonable disturbance or noise on an ongoing basis or demonstrating aggressive behavior or a threat to the health and welfare of the residents, guests and invitees, may be removed from the Properties after the Owner thereof has received ten (10) days written notice from the Association and has failed to take corrective action. The foregoing notwithstanding, any pet which threatens the safety of any person(s) lawfully on or occupying the Properties, shall be permanently removed from the Properties immediately if the Board deems such removal necessary to protect the safety or

welfare of such person(s), and in such cases, the Association shall provide such notice as is reasonable under the circumstances. The Association will refer all residents to the SPCA if an alleged domestic animal (dog or cat) control problem exists on residential private property, or if the problem concerns an undomesticated animal such as birds, opossums, deer, etc.

2. **Antennas and Similar Devices.** See Section 7.1(gg) of the Declaration.
3. **Association Property.** See Section 7.1(m) of the Declaration.
4. **Casualty.** Damage to property by fire, casualty, vandalism, accident or other cause must be promptly reported to the Association by any person having knowledge thereof. If a building or other improvement located upon a Lot is damaged or destroyed, the Owner thereof shall restore the site either (i) by repairing or reconstructing such building or improvement, or (ii) by clearing away the debris and restoring the site to an acceptable condition compatible with the remainder of the Properties. Such work must be commenced promptly after the date of casualty and substantially completed no later than six (6) months after the date of casualty; provided, however, that any unsafe structure must be immediately secured and fenced. An extension may be granted by the Board of Directors, in its sole and absolute discretion.
5. **Clothes Drying Equipment.** In addition to the covenants set out in the Declaration in Section 7.1(y) with respect to Clothes Drying Equipment, no portion of a Lot shall be used for the drying or hanging of laundry or the airing of clothes or other items.
6. **Commercial Use.** Those activities conducted as part of the marketing and development program of the Developer or Builders of residences within the community and home occupations in accordance with the Declaration and Supplemental Declarations applicable to individual Neighborhoods are not considered Commercial Use.
7. **Emissions.** See Section 7.1(j) of the Declaration.
8. **Fences.** See Section 7.1(t) of the Declaration.
9. **Flags.** Owners may display up to one (1) flag per Lot provided it is bracket mounted on the front of the house. No freestanding flags of any type are allowed.
10. **Garage Doors.** To enhance the aesthetics of the Neighborhood, garage doors should be kept closed to the maximum extent possible.
11. **Grills.** Except as provided in Supplemental Declarations, use of portable outdoor grills or other outdoor cooking equipment is permitted on the Lots. When in use, outdoor cooking equipment must be placed behind the dwelling, no closer than six (6) feet from the exterior of the dwelling, and positioned so that smoke will not disturb adjoining Lot(s). Fires must be extinguished promptly after cooking. Permanent grills require

approval from the ARC. Grills, with the propane tank removed, shall be stored when not in use inside a privacy fence, shed, garage, patio, deck area or other outdoor enclosure, approved by the ARC. Due to fire department regulations, the propane tank must be stored in an open outdoor area and must be shielded from the view of Common Area(s), Neighborhood Common Area(s), Limited Common Area(s) and adjoining Lot(s) to the maximum extent possible.

12. **Group Outdoor Recreational Activities.** In the Common Area(s), Neighborhood Common Area(s), Limited Common Area(s) or adjoining Lot(s), group outdoor recreational activities may be permitted at times and in designated areas as approved by the Association's Board of Directors. In these designated areas, the Neighborhood Advisory Committees, as defined in Section 3.6 of the Declaration or in any applicable Supplemental Declaration, should work with the Board of Directors to establish enforceable behavior rules, identify parking areas for bicycles and other play equipment (skateboards, etc.), and provide for trash disposal.
13. **Hazardous Use; Waste.** See Section 7.1(h) of the Declaration.
14. **Holiday/Seasonal Decorations.** "Holiday/Seasonal Decoration" as used herein means, those temporary decorations associated with a particular national, state, local or religious holiday. Seasonal decorations may be displayed without ARC approval for up to seven (7) days before and seven (7) days after such holiday, except Christmas and Hanukkah decorations which may be displayed from Thanksgiving through January 7 of each year. Owners desiring to display Seasonal Decorations for longer periods shall apply to the ARC for permission.
15. **Hoses.** Except when in use hoses shall be stored in a neat and orderly fashion and screened from view.
16. **Irrigation.** See Section 7.1(e) of the Declaration.
17. **Lakes, Water Bodies and Other Water Sources.** In addition to the covenants set out in Section 7.1(f) of the Declaration, and subject to the use of the lakes or other water sources for irrigation purposes by the Developer and the Association, all lakes and other water sources within the Properties are aesthetic amenities only, and no other use thereof shall be permitted.
18. **Landscaping; Sight lines.** See Section 7.1(g) of the Declaration. No resident may seed, fertilize, mow, cut, alter or otherwise disturb the area within the Association's landscaping easement.
19. **Lawful Use.** See Section 7.1(i) of the Declaration.
20. **Leaf Collection.** The burning of leaves and other yard debris within the Properties is strictly prohibited. At no time shall leaves be piled in streets for collection without being

put in clear plastic bags. Bags shall not be placed by the curb until the night before collection. A Lot Owner shall not rake or blow leaves into the Common Area(s), Neighborhood Common Area(s), Limited Common Area(s) or adjoining Lot(s) for collection by the Association.

21. **Leasing.** In addition to the covenants set out in Section 7.1(dd) of the Declaration, all absentee Owners shall promptly notify the Association of their new address and phone number and the name, work and home phone numbers of their tenants and management company, as applicable. It is the responsibility of the Owner to ensure that any management company acting on his or her behalf provides the Association with information regarding tenants.
22. **Mailboxes and Newspaper Tubes.** See Section 7.1(z) of the Declaration.
23. **Maintenance.** See Section 7.2 of the Declaration.
24. **Mining.** See Section 7.1(n) of the Declaration.
25. **Moving.** Move-ins and move-outs should be conducted between the hours of 7 A.M. and 9 P.M. unless otherwise approved by the Association.
26. **Noise.** See Section 7.1(k) of the Declaration. The restrictions in Section 7.1(k) shall not apply to the noise emitted by or in connection with the construction of Improvements by Developer, a Parcel Developer or the Owner of the Apartment Parcel.
27. **Nuisances.** See Section 7.1(a) of the Declaration.
28. **Obstructions.** See Section 7.1(l) of the Declaration.
29. **Resident Contacts.** All Owners must provide the Association with the name, address and phone number(s) of each occupant and of persons to be notified in emergencies.
30. **Parking and Vehicular Restrictions.** In addition to the covenants set out in Section 7.1(u) of the Declaration relating to Vehicles, the following rules shall apply:
  - a. Parking in the Properties shall be restricted to private automobiles, passenger vans, and small (one ton or less) pickup trucks or SUVs and only within the driveways, streets and parking areas designed and/or designated for parking. No parking on lawns shall be permitted.
  - b. Major repairs of any motor vehicle which shall cause the vehicle to remain inoperable overnight are prohibited upon any portion of the Properties. Privately owned vehicles may be repaired and stored within enclosed structures.

- c. Except for a commercial vehicle of one ton or less used for personal use, no commercial vehicles, campers, mobile homes, motor homes, house trailers or trailers of any type, recreation vehicles (e.g., non-licensed motorcycles, etc.), boats, or commercial vans shall be parked or stored within the Properties, except in garages. "Commercial vehicles" are vehicles that are not designed and used for customary, personal/family purposes.

The foregoing restrictions regarding commercial vehicles shall not apply to temporary parking of commercial vehicles in connection with construction use or providing pick-up and delivery and other commercial services nor shall any such restrictions apply to any vehicles of the Developer or the Association. Service vehicles for repairs and/or construction may park within the Properties between 6 A.M. and 10 P.M. except in the case of emergencies.

- d. A speed limit of 20 MPH on the streets and 10 MPH in the alleys and parking areas must be observed, unless otherwise posted.
- e. Subject to applicable laws and ordinances, any vehicle, recreational vehicle, boat, or trailer hereinafter ("vehicle"), parked in violation of these or other restrictions set forth in the Governing Documents may be towed by the Association at the sole expense of the owner of the vehicle as follows: (i) if the vehicle is parked in a NO PARKING ZONE or fire lane, double parked or otherwise blocking throughways, mailbox access or causing an emergency situation, it will be subject to towing without notice; and (ii) the vehicle is not parked as provided in (i), then it may be towed by the Association if it remains in violation for 24 hours after a notice of violation is placed on the vehicle. The Association shall not be liable to the owner of the towed vehicle for trespass, damage, or otherwise, nor shall the Association be guilty of any criminal act, by reason of the towing. In cases of towing in which notice is required, once notice is posted, neither its removal, nor failure of the owner to receive it for any reason, shall be grounds for relief of any kind. An affidavit of the person posting such notice stating that the notice was properly posted shall be conclusive evidence of proper posting.
- f. Except for (i) those vehicles used by the Association to carry out its day-to-day operations and (ii) motorized wheelchairs or other devices to assist disabled persons, motorized vehicles are prohibited on the Association's walking paths, trails, or unpaved portions of the Common Area(s), Neighborhood Common Area(s), Limited Common Area(s) or adjoining Lot(s).

- 31. **Recreational/Athletic Equipment - Portable Basketball Goals.** Full-size portable and permanent pole-mounted basketball goals are authorized for use only in single-family detached Neighborhoods where each home has a driveway that is designated exclusively for the use of a single residence and provided they are located behind the dwelling. The following guidelines must be observed in the case of permanent pole-mounted basketball



goals or portable basketball goals if the basketball goal is to be left outside for an indefinite period of time.

- a. Basketball goals may not be located on any Common Area(s), Limited Common Area(s), Neighborhood Common Area(s) or alleyway.
- b. The goal must be properly maintained (including the net) and must be of proper construction.
- c. The base of a portable goal should be filled with sand or other suitable material to provide stability to the structure. Objects may not be placed on the goal's base.
- d. Play is permitted between 9:00 AM and 9:00 PM.
- e. If a portable goal is to be folded down for maintenance, or for other reasons, it should be stored inside a privacy fence, shed, garage or other backyard area where it will not be visible by neighboring properties.
- f. The Architectural Review Committee must approve permanent, pole-mounted basketball goals prior to their placement on a Lot. Owners must submit an application for exterior alteration that includes the signatures of surrounding property owners. The application must also include a diagram showing the desired placement of the goal on the Lot. Mounting basketball backboards and goals to the structure or surface of the home in any way is not permitted.
- g. Only one permanent or portable basketball goal is permitted on a Lot.

**32. Other Recreational/Athletic Equipment.**

- a. Permanent recreational/athletic equipment (i.e., baseball cages, skateboard ramps, hockey or soccer nets, basketball hoops/backboards, etc.) require ARC approval.
- b. All permanent recreational equipment located on Common Area(s), Limited Common Area(s) or Neighborhood Common Area(s) must be approved by the ARC, which approval is subject to the approval of the Board of Directors, in their sole and absolute discretion.
- c. Except for full size portable basketball goals used in compliance with Rule 31 above, when not in use, all other equipment must be stored inside a privacy fence, shed, garage or other unobtrusive backyard area where it will not be visible by neighboring properties.
- d. Portable freestanding athletic equipment may not be set up and used on any Common Area(s), Limited Common Area(s) or Neighborhood Common Area(s), except in connection with scheduled and approved use of these areas. Any such

equipment used in connection with scheduled and approved uses of an area shall be removed at the completion of each scheduled use, unless otherwise permitted in writing by the Board of Directors.

- e. Play is permitted between 9:00 AM and 9:00 PM. Any such equipment used in connection with scheduled and approved uses of an area shall be removed at the completion of each scheduled use, unless otherwise permitted in writing by the Board of Directors.

- 33. **Play Equipment, Strollers, Etc.** All bicycles, tricycles, scooters, skateboards, and other play equipment, wading pools, baby strollers, and similar items shall be stored so as not to be visible from Common Area(s), Limited Common Area(s), Neighborhood Common Area(s) and/or adjoining Lots when not in use. When not in use, wading pools must be emptied so as not to cause a drainage or insect problem. Swing sets and similar playground equipment require ARC approval.
- 34. **Pools.** See Section 7.1(bb) of the Declaration.
- 35. **Sale of Lots.** Virginia law requires Sellers of residential property to make certain disclosures to their purchasers. Upon an Owner's request, the Association will provide a disclosure packet as required by Section 55-512 of the Virginia Property Owners Association Act. The Association charges a fee for providing the disclosure packet.
- 36. **Signs.** In addition to the covenants set forth in Section 7.1(o) of the Declaration, the following rules regarding Signs shall apply. No sign of any kind may be displayed to the public view on any Lot except as follows:
  - a. One (1) sign in a size and design prescribed by the Association advertising the property for sale or rent, provided the sign is removed no later than seven (7) days after the sale (closing) of the property to a new owner.
  - b. One (1) sign in a size and design prescribed by the Association used by the Builder to advertise the property during the construction or sale period, such sign having been approved by the Architectural Review Committee.
  - c. One (1) sign of not more than six (6) square feet expressing support or opposition to political candidates or other issues which appear on the ballot of a primary, general, or special election, provided that such political signs shall not be placed on a Lot earlier than sixty (60) days before such election and shall be removed within two (2) days after such election and shall not have a maximum elevation in excess of six (6) feet.
  - d. Freestanding, temporary signs are permitted for individual Neighborhood Homeowner Associations to inform residents of Neighborhood events. The sign must be of suitable size not to exceed six (6) square feet (recommended 3' x 2')

and must be placed on exit side of Neighborhood street. Signs may be displayed fourteen (14) days in advance of the event and must be taken down within 24 hours after the event.

37. **Solicitation/Pamphleteering.** Soliciting and pamphleteering is prohibited within the entire community of New Town (Residential). Under special circumstances, with the written permission of the Board of Directors, exceptions to this rule will be allowed on a case by case basis in the sole and absolute discretion of the Board of Directors.

James City County has enacted an ordinance regarding soliciting for non-charitable purposes. Anyone desiring to solicit for non-charitable purposes within New Town (Residential) must first obtain a certificate of registration/permit from James City County.

Anyone desiring to solicit within New Town (Residential) for any reason must submit an application for approval by the Board of Directors, including if applicable a copy of the current certificate of registration/permit issued by James City County. Once the Board of Directors has approved the application, the applicant must obtain a New Town Residential Association Solicitors Permit at the Association office.

This permit will identify the solicitor by name and define the period of time that they will be permitted to solicit. There is a \$1.00 administrative fee and a \$10.00 deposit that will be refunded when the permit is returned within 24 hours of its expiration. For those with the proper New Town Residential Association, Inc. Solicitors Permit, soliciting shall only be conducted Monday through Saturday between the hours of 10:00 A.M. and 5:00 P.M. Residents should notify James City County law enforcement department of violations of the no solicitation policy.

Official Publications of the Association and the Neighborhoods are exempt from this rule.

38. **Temporary Structures; Trailers.** See Section 7.1(s) of the Declaration.
39. **Trash.** In addition to the covenants set out in Section 7.1(p) of the Declaration regarding trash, all garbage and trash stored on the Properties shall be kept in covered containers, and, except when placed at pick-up site the evening prior to pick-up and removed the evening after pick-up, shall be kept inside a privacy fence, shed, garage or other concealed or screened area. Trash containers shall not be kept in driveways, on sidewalks or in front yards.
40. **Underground Utilities.** See Section 7.1(q) of the Declaration.
41. **Vegetation.** In addition to the covenants set out in Section 7.1(r) of the Declaration, the following rules shall apply:

- a. Vegetable gardens require approval from the Architectural Review Committee and must not be located in the front or side yard of a home.
  - b. The ARC Guidelines, when adopted, may contain additional requirements.
42. **Window Treatments.** Drapes and other window treatments (such as blinds or shutters) must have a solid lining or backing.
43. **Yard/Garage Sales.** Yard/garage sales are not permitted within the Properties, except that the Association may sponsor a community yard/garage sale at the discretion of the Board of Directors.

### SECTION III

#### COMPLAINT RESOLUTION PROCEDURES

Courtesy and cooperation among residents are a must for community living. When complaints involve your neighbors, it is most often best to simply discuss the problem with them. Should the complaint remain unresolved or if you feel uncomfortable talking to your neighbor, please contact the Association Manager to request assistance. The complaint filed with the Association should be in writing and should document the problem as thoroughly as possible. The Association will attempt to resolve the problem informally. Final recourse is available through the Board, which will schedule a panel to hear the complaint. The Board hereby adopts the provisions of Section 55-513 of the Property Owners Association Act and establishes the following complaint Resolution Procedures in accordance therewith.

1. **Informal Procedures for Violations of the Governing Documents.**
  - a. Noncompliance with the Governing Documents may be noted by a resident, an Owner, or employee of the Association or by a city/county employee acting in an official capacity by initially reporting in writing to the Association. Such notice shall specify the time, date, place and nature of the violation.
  - b. Upon receipt of such notice, the Association shall attempt to secure compliance by phone call, personal contact or by sending notice to the Owner stating the time, date, place and nature of violation to be corrected and notice that noncompliance or repetition of such violation may result in imposition of sanctions, fines and/or legal action after notice and hearing by the Board. A record of this action and a copy of all notices sent by the Board or Association and any correspondence relating thereto shall be kept in the Association files, and may be sent to the Association's legal counsel.

2. **Formal Procedures for Violations of the Governing Documents.**

- a. The filing of a formal complaint with the Board shall initiate the formal procedures set forth below. No Resident or Owner may file a complaint unless the informal procedures set forth in Paragraph 1 above have been exhausted and such violation was not corrected within the time period specified in the notice sent by the Board or Association. The complaint shall identify the specific provisions of the Governing Documents which the Owner or resident is alleged to have violated or to be in continuing violation of, shall contain allegations of fact sufficient to support a finding of such violations, and shall, to the extent possible, specify the times, dates, places and persons involved and shall submit in writing the information listed above along with a description of the informal attempts already utilized to resolve the complaint.
- b. Every resident or Owner accused of a violation shall receive notice from the Association stating that a complaint has been filed and describing the general nature of the complaint. Before any disciplinary action is taken against such resident or Owner, the resident or Owner who is the subject of a formal complaint shall have the opportunity to be heard and represented by counsel before the Board. Notice of a hearing shall be hand delivered or mailed by certified mail, return receipt requested, to the Owner and, if applicable to the resident, at the address(es) of record with the Association at least fourteen (14) days prior to the hearing. If, after the hearing, the Board determines that a violation of the Rules has occurred, the Board shall have the power to assess charges against any Owner for any violation for which the Owner or the Owner's family members, tenants, guests, or other invitees are responsible. The amount of any fines assessed by the Board shall be in an amount up to Fifty Dollars (\$50.00) for a single offense or Ten Dollars (\$10.00) per day for any offense of a continuing nature and shall be treated as a special assessment against the Owner's Lot. The foregoing remedies are in addition to any remedy the Association may seek through the legal process.
- c. If the Board finds that the same violation is recurring within a six (6) month time period but is not present on a continuous basis, the violation(s) will be treated as multiple single offenses and a fine of up to \$50.00 per occurrence will be levied for each day the violation is noted during a specified period of time (e.g. six months) and shall be treated as a special assessment against the Owner's Lot. The foregoing remedies are in addition to any remedy the Association may seek through the legal process.

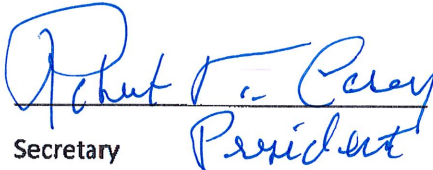
AMENDED RULES OF NEW TOWN RESIDENTIAL ASSOCIATION, INC.

Amended Section II, Rule 11 to be appended to "New Town Residential Association, Inc. "Rules"" dated July 1, 2005:

11. Grills. Except as provided in Supplemental Declarations, use of portable outdoor grills or other outdoor cooking equipment is permitted on the Lots. When in use, outdoor cooking equipment must be positioned so that smoke will not disturb adjoining Lot(s). Fires must be extinguished promptly after cooking. Permanent grills require approval from the ARC. When not in use, grills shall be stored inside a privacy fence, shed garage, patio, deck area or other outdoor enclosure, all of which are subject to approval by the ARC. Owners, tenants and guests using grills and outdoor cooking equipment should exercise caution and ensure both cooking and grill storage is done safely and according to manufacturer guidelines.

Effective: July 12, 2018

Adopted by the Board of Directors of New Town Residential Association, Inc. on July 12, 2018

  
Secretary      President

NEW TOWN RESIDENTIAL ASSOCIATION, INC.  
Rules Amendment  
Revised June 13, 2019

Whereas, the Board of Directors of the New Town Residential Association (the "Association") is responsible for enforcing the pending governing documents within "New Town" located in James City County, Virginia;

Whereas, Article VII, Section 7.1 (p) of the Declaration of Protective Covenants of New Town Residential Association titled "Trash" states:

Except in connection with construction activities, no burning of any trash and no accumulation or storage of litter, refuse, bulk materials, building materials, garbage, or trash of any other kinds shall be permitted on any Lot. Trash containers shall not be permitted to remain in public view from the Common Area, Limited Common Area, or another Lot except on days of trash collection. Trash containers and refuse disposal systems must be maintained in enclosures and screened as approved by the Architectural Review Committee. Trash, leaves and other materials shall not be burned in violation of local ordinances. No incinerator shall be kept or maintained upon the Properties without prior written approval by the Board of Directors. All trash collection and removal shall be in accordance with the Rules;

Whereas, Section II Use of Property, subsection 39, of the New Town Residential Association Rules titled "Trash" states:

In addition to the covenants set out in Section 7.1(p) of the Declaration regarding trash, all garbage and trash stored on the Properties shall be kept in covered containers, and except when placed at pick-up site the evening prior to pick-up and removed the evening after pick-up, shall be kept inside a privacy fence, shed, garage or other concealed or screened area. Trash containers shall not be kept in driveways, on sidewalks or in front yards;

Whereas, certain homes within New Town were designed without facilities with which to shield trash cans and others were designed with small enclosures for trash cans that are not large enough to hold both a trash can and recycling bin;

Whereas, for those homes without adequate facilities, compliance with the above sections of the Declaration and Rules is impossible without significant alteration to those individual homes and appurtenances by their owners;

Whereas, without amendment to the Declaration, such alteration cannot be compelled by the Association and furthermore, the Association does not currently wish to require those certain owners to go to such an expense;

Whereas, the Board of Directors has determined it is in the best interest of the Association to amend the "Trash" section of New Town Residential Association "Rules" dated July 1, 2005 in order to prevent selective enforcement and to more clearly provide for orderly placement of trash and recycling containers;

Therefore, be it resolved that Section II Use of Property, Subsection 39 of the New Town Residential Association Rules titled "Trash" shall state as follows:

Except provided in Sections A, B and C below, in addition to the covenants set out in Section 7.1(p) of the Declaration regarding trash, all garbage and trash stored on the Properties shall be kept in covered containers, and except when placed at pick-up site the evening prior to pick-up and removed the evening after pick-up, shall be kept inside a privacy fence, shed, garage or other concealed or screened area. Trash containers shall not be kept in driveways, on sidewalks or in front yards.

A. ~~The following homes were designed without facilities with which to fully shield trash and recycling cans, but do have fenced back yards or patios. Storing trash and recycling cans against the home within the fenced area in a neat and orderly fashion shall be deemed to be in compliance with this section of the Rules, as well as Section 7.1(p) of the Declaration:~~

4400, 4402, 4404, 4406, 4408, 4410, 4414, 4416, 4418, 4420, 4422 and 4424 Betty Lane

4405, 4407, 4409, 4411, 4431, 4433, 4435 and 4437 Lydias Drive

B. The following homes were designed with small sheds adjacent to their driveway that are too small to hold the trash and recycling bins. Storing trash and recycling cans on a corner of the driveway closest to the house in a neat and orderly fashion or improving a small concrete pad on which to store trash and recycling bins adjacent to the shed shall be deemed to be in compliance with this section of the Rules, as well as Section 7.1(p) of the Declaration:

4300, 4302, 4304, 4306, 4308, 4312, 4314, 4316, 4318, 4320, 4283, 4285, 4287 and 4289 Casey Boulevard.

5615, 5617, 5619, 5621, 5623, and 5625 Foundation Street

4309, 4310, 4311, 4312, 4315, 4316, 4319, 4320, 4322, 4323, 4324 and 4325 Candace Lane.

4310, 4312, 4314, 4316, 4320, 4322, 4324, 4326, and 4328 Audrey Lane.

C. The following homes were designed with a trash enclosure that is too small to house both a trash and recycling bin. If one of these units has a covered side porch, one of those containers is to be stored in a neat and orderly fashion on that covered side porch, with the other in the enclosure. If the unit has no side porch, the can that cannot fit in the enclosure is to be stored beside the enclosure in as neat and orderly fashion as possible.

4100, 4108, 4112, 4116, 4120 and 4124 Brittany Way

4504, 4508, 4512 and 4516 Gwen's Way

4309, 4315, 4319 and 4323 Creekside Loop



4301, 4305, 4307, 4309, 4311, 4315, 4317, 4319, 4321 and 4323 Eleanor's Way

5100, 5103, 5105, 5107 and 5109 Melanies Way

Notwithstanding the above, in the event the Declaration of Protective Covenants for New Town is amended and the above homes outlined in sections A, B, and C are then capable of complying without reliance on any exception provided by this amendment, then they shall be required to do so.

ADOPTED ON 13 JUN 19  
AT A DULY CALLED MEETING.

BY THE BOARD OF DIRECTORS

13 JUN 19  
Date

  
\_\_\_\_\_  
President

## **NTRA Resolution on Village Walk Exterior Maintenance**

Whereas, Article I of the Amended and Restated Second Supplemental Declaration of Protective Covenants and Restrictions, Village Walk at New Town, (the "Village Walk Supplemental") for New Town Residential Association, Inc. (the "Association") contains provisions applicable to the Village Walk Neighborhood; and

Whereas, Article I, Section 4, of the Village Walk Supplemental provides for certain services to be provided to each completed dwelling unit in the Village Walk Neighborhood, as follows: "Exterior Maintenance. The Association shall be responsible to provide exterior maintenance upon each completed dwelling unit in the Village Walk Neighborhood including (i) repair, maintenance, and replacement of roof shingles, sheathing, felt and flashing; (ii) repair, maintenance, and replacement of gutters and downspouts; (iii) repair, replacement or maintenance of exterior building surfaces limited to siding, cornice, and trim (but specifically excluding doors, windows and their frames); and (iv) periodic painting of exterior painted surfaces (including doors, trim and cornice)."; and

Whereas, in the building trades "sheathing" is commonly understood as the plywood underneath the roof shingles; and

Whereas, some of the dwelling units at Village Walk were constructed with terraces/balconies/decks; and

Now Therefore, it is Resolved that the Board of Directors of the Association adopts the following: The Association is not responsible to provide exterior maintenance for any terrace/balcony/deck constructed on a dwelling unit in the Village Walk Neighborhood except to the extent it is specifically covered under Article I, Section 4 of the Village Walk Supplemental.

Adopted by the Board of Directors on February 25, 2021 at a duly called Board Meeting. This Resolution is effective March 1, 2021.



Richard W. Durst, President

## NEW TOWN RESIDENTIAL ASSOCIATION

### New Town Residential Pool Policies & Rules – 2023 Season

#### GENERAL

The New Town Residential Association (NTRA) Pool Policies are to set out the general use policies for the NTRA Pool. The NTRA Pool is for use by Members of the NTRA, their guests and authorized tenants as well as New Town Commercial Association (NTCA) Residential Condominium Owners, their guests and authorized tenants. “Member” of each of these Associations shall be as defined in the respective Declaration of Protective Covenants for NTRA and NTCA, collectively referred to as the “Members” or the “Membership.”

NTRA Pool Rules govern conduct of Members and their guests when using the NTRA Pool. By signing these NTRA Pool Policies, each Member agrees to be bound by these Pool Policies and Pool Rules and will conduct themselves in accordance with the requirements and conditions contained therein. Members are required to execute these Pool Policies and Pool Rules to obtain their annual NTRA Pool Pass (2 passes per property address), allowing them to access the NTRA Pool.

Swimming is only permitted at those times when the pool is officially open, and a lifeguard is on duty. The Lifeguard on duty has full authority to manage the pool and the conduct of pool users at all times.

The NTRA Board of Directors reserves the right to issue specific seasonal policies as needed.

Food and drinks are allowed in the pool area. Glass of any kind is prohibited.

#### NTRA Pool Use

##### NTRA Pool Pass:

All NTRA members must possess a valid NTRA Pool Pass to use the pool. NTRA Pool Passes are issued to each Member in good standing in accordance with the NTRA Pool Policies. If you still have your pass from last year that can still be used. However, if you are missing one or both, or damaged, it will be a \$25 dollar fee, each, to be replaced. If you have not had passes issued at all and are new the neighborhood, you may have pool passes issued for free once the required documentation is sent in.

NTRA Pool Passes are issued to each Member. In the event a Member fails to pay assessments and/or loses voting rights the member’s pool use privileges shall also be automatically revoked. Only upon restoration of those voting rights and payment of assessments, shall pool privileges be reactivated. In the event a Member leases their property in accordance with the NTRA or NTCA governing documents, these NTRA Pool Passes may instead be issued to the respective “Tenant Member” upon submitting their names, work, home, and cell phone numbers to the NTRA’s Managing Agent – Chesapeake Bay Management (CBM). In the event a leased property is handled by a management company, the Member shall be responsible for informing the management company of this information requirement.

## NEW TOWN RESIDENTIAL ASSOCIATION

Youth passes are available for NTRA Members upon request, through Chesapeake Bay Management. Youth passes are for Members' children aged 14 through 17 years old who pass a swim test administered by the NTRA lifeguard. (Please contact CBM before requesting a swim test.) This youth pass allows children aged 14 through 17 entry to the pool without adult supervision. **All children under 14 years of age must have adult supervision to use the pool.**

Members and guests shall use their pass to gain entry to the pool area and may be required to present it to the lifeguard on duty.

### Guests:

- A Member or Tenant Member must accompany any guest who wishes to use the pool.
- Members or Tenant Members may not allow guests to use their NTRA Pool Pass.
- No more than three guests may accompany each Pool Pass (2 passes issued per property address).
- The Members and Tenant Members are responsible for their guests at all times.
- All Pool rules apply to Member and Tenant Member guests.

### Conduct:

All NTRA members and their guests are to conduct themselves in accordance with the NTRA Pool Rules. Anyone causing a disturbance or posing a safety risk will be asked to leave the pool area. Repeated behavior of this type will result in the revocation of NTRA Pool pass and pool privileges.

### Health and Safety:

- Swimming is not permitted with open wounds, sores, rashes, skin inflammation, nasal, ear or eye discharge, diarrhea, or any other condition on one's body. Pool use is prohibited by any person who suffers from any infectious or contagious disease, regardless of whether such condition has manifested in physical symptoms.
- Diving is Prohibited.
- No pets are allowed in pool area, except for certified service animals.
- No glass objects **of any kind**, (including bottles, drinking glasses, and glass diving goggles), are permitted in the pool area.
- No smoking or vaping in the pool area, shower or restrooms.
- No person shall be in the pool area while intoxicated. Any person who the lifeguard deems intoxicated shall vacate the pool area.
- Lifeguards have full discretion to make decisions regarding conduct within the pool area and their directions regarding health and safety shall be followed by all pool users. Anyone who in the opinion of the lifeguard is creating a disturbance or posing a safety risk will be asked to leave the pool area.
- All trash shall be placed in an appropriate receptacle.
- Running, horseplay, unsafe, disruptive or offensive behavior, inappropriate language, or other unsafe or disturbing behavior is prohibited. Repeated behavior of this type may result in the suspension of pool privileges pursuant to the NTRA Pool Policies.
- Any injury sustained while in the pool area shall be immediately reported to the lifeguard on duty.

### Pool Management:

NTRA contracts with an outside entity for lifeguard services and management of the pool. **The lifeguard on duty has absolute authority and control over the operation of the NTRA pool.** The lifeguard staff

## NEW TOWN RESIDENTIAL ASSOCIATION

may close the pool at any time due to inclement weather, equipment breakdown, power failures, unsafe conditions, or any other safety related reason.

### Inclement Weather:

Pursuant to the guidelines followed by the lifeguard company, the pool will be cleared at the first sound of thunder or the first sighting of lightning. Typically, the pool will not reopen until at least fifteen minutes has passed since the last sound of thunder or the last sighting of lightning. Reopening the pool is at the full discretion of the lifeguard on duty. The NTRA, in coordination with pool management, may decide to close the pool when weather forecasts indicate the likelihood of dangerous conditions.

### Radios, Speakers, and Electronic Devices:

- Personal audio devices, used in conjunction with headphones are allowed in the pool area.
- Systems used with external speakers must maintain very low volume so as not to disturb other pool patrons.
- Computers, iPads and similar devices are permitted.
- Motorized drones or toys are not permitted in the Pool Area.

### Pool Attire and Pool Toys:

- Swimmers must wear appropriate swimming attire at all times. The lifeguard on duty has the sole discretion to determine the appropriateness of swimming attire.
- As necessary, swimmers may wear suits designed to eliminate bodily function accidents. Swimmers not toilet trained or who have bodily function control issues must wear swim diapers or cloth diapers with snug plastic pants under their swimsuit. Disposable diapers are not permitted.
- Toys, water guns, balls, inflatables and other similar pool toys are permitted in the pool at the discretion of the lifeguard.
- Wheeled vehicles (children's tricycles, bicycles, pedal cars, skateboards, scooters, etc.) are prohibited in the Pool Area. Wheelchairs, mobility scooters and baby strollers are permitted.

### Mushroom Wading Pool

- The wading pool is designed for children age six (6) and younger. All children in the wading pool area must be accompanied by an adult eighteen (18) years or older. The wading pool follows the same schedule for rest periods as the main pool when the lifeguard is on duty.
- When the pool is being used for lap swimming, the lap lanes are restricted to lap swimming and lap walking only. All persons in the roped lanes of the lap area must continually swim or walk laps.
- Kickboards, swim fins and other exercise equipment is permitted during lap swim.

**Smoking and Vaping are prohibited in the pool area at all times.**

### Alcoholic Beverages:

Alcoholic Beverages are prohibited in the pool area unless at an organized private event outside of regular pool hours where the pool has been reserved with the permission of the Board. (See below).

### Private Events:

Depending on availability, the pool may be reserved by NTRA members to hold private events during or outside of pool operating hours by making a request to CBM. Private events are limited to twenty-five (25) people unless otherwise approved by the Board. NTRA and CBM may charge a fee for such an event. A designated lifeguard will be included in this fee. Private events during pool operating hours may

## NEW TOWN RESIDENTIAL ASSOCIATION

not preclude other members from using the pool. (Note that for events after regular pool hours, the pool company may also charge an administrative fee.)

The "Private Event Application" for events at the NTRA Pool and the applicable requirements, terms and conditions are attached hereto. **Please review this application form well in advance of planning a private event. Applications are available on the website and from CBM.**

All private event applications are reviewed by CBM staff and then submitted to the NTRA Board of Directors for approval. A final decision on an application is usually reached two weeks after submission.

Requirements for private events where alcohol will be served/allowed:

*If a Member intends to serve alcohol, the event must take place outside of normal pool operating hours.*

*Private party guests/hosts must drink responsibly. Consumption of alcohol by any person under age 21 is prohibited. Guests/hosts will not drink and drive. Guests/hosts acknowledge increased risks of alcohol use combined with pool use. Alcohol may not be sold or charged for in any way.*

*The lifeguard on duty has absolute authority and control over the operation of the NTRA pool.*

Approved by the Board of Directors at a duly called meeting April 21, 2022.

**NEW TOWN RESIDENTIAL ASSOCIATION**

**NTRA Pool Policies and Rules Acknowledgment Form**

This page should be signed and submitted to Chesapeake Bay Management to receive pool passes.  
*(Each pool season a new acknowledgment must be signed and submitted to CBM for pool passes to remain active.)*

Submit hard copies to: New Town Residential Association  
c/o Chesapeake Bay Management  
337 McLaws Circle, Suite 1  
Williamsburg, VA 23185  
757-706-3019  
(May be dropped in the after-hours drop box to the right of the front door)

Email to: [NTRAdmin@1cbm.com](mailto:NTRAdmin@1cbm.com)

I HEREBY AGREE TO THE TERMS OF THE NTRA POOL POLICIES AND RULES, AND AGREE THAT MY CONDUCT, THE CONDUCT OF MY GUESTS AND FAMILY MEMBERS WILL CONFORM TO THESE POLICIES AND THE ATTACHED POOL RULES GOVERNING THE NTRA POOL FACILITY.

NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_

Date: \_\_\_\_\_

PROPERTY ADDRESS \_\_\_\_\_

## NTRA Resolution on Mailbox Assembly Maintenance

**Whereas** mailboxes and newspaper tubes are an exterior feature of New Town residences provided as an improvement by the builder in accordance with Article VII, Section 7.1(z) of the New Town Residential Association (NTRA) Master Declaration's Protective Covenants,

**Whereas** Article VII, Section 7.2 of the NTRA Master Declaration's Protective Covenants requires owners to keep all improvements to lots and parcels "in good order and repair" and further states that in the event of damage or destruction, owners shall repair or reconstruct the improvements,

**Whereas** since 2018 the Association has instituted an inspection program for home exterior maintenance,

*"NOW THEREFORE, BE IT RESOLVED* that the Board of Directors of the Association enacts the following policy to cover the entire mailbox assembly (including the metal box, post/support, post cap and newspaper tube):

- Mailbox assemblies are included as a miscellaneous inspection item for NTRA exterior maintenance inspections.
- Any deficiency in the condition of a mailbox assembly notified as a result of such inspection must be corrected by the owner, even if the mailbox is not located on their property.
- Costs of all repair and replacement are to be borne by the mailbox assembly owner, including multi-family mailboxes where each owner is expected to pay their share of these costs. For Village Walk, mailbox assembly repairs will be funded by the Village Walk Neighborhood Assessment (Village Walk Supplement, Article I, section 8).
- In the event of a dispute over whether a deficiency exists, the mailbox assembly owner should follow the Association exterior maintenance policy appeal steps.
- If repair/replacement is not done in the timeframe specified in the exterior maintenance policy, the Association may authorize the repair of the mailbox assembly at the owner's expense and subject to collection for reimbursement.



Richard W. Durst  
President

Adopted by the Board of Directors on March 25, 2021 at a duly called Board Meeting.  
This Policy is effective March 25, 2021.



## NEW TOWN RESIDENTIAL ASSOCIATION

### New Town Residential Pool Policies & Rules – 2023 Season

#### GENERAL

The New Town Residential Association (NTRA) Pool Policies are to set out the general use policies for the NTRA Pool. The NTRA Pool is for use by Members of the NTRA, their guests and authorized tenants as well as New Town Commercial Association (NTCA) Residential Condominium Owners, their guests and authorized tenants. “Member” of each of these Associations shall be as defined in the respective Declaration of Protective Covenants for NTRA and NTCA, collectively referred to as the “Members” or the “Membership.”

NTRA Pool Rules govern conduct of Members and their guests when using the NTRA Pool. By signing these NTRA Pool Policies, each Member agrees to be bound by these Pool Policies and Pool Rules and will conduct themselves in accordance with the requirements and conditions contained therein. Members are required to execute these Pool Policies and Pool Rules to obtain their annual NTRA Pool Pass (2 passes per property address), allowing them to access the NTRA Pool.

Swimming is only permitted at those times when the pool is officially open, and a lifeguard is on duty. The Lifeguard on duty has full authority to manage the pool and the conduct of pool users at all times.

The NTRA Board of Directors reserves the right to issue specific seasonal policies as needed.

Food and drinks are allowed in the pool area. Glass of any kind is prohibited.

#### NTRA Pool Use

##### NTRA Pool Pass:

All NTRA members must possess a valid NTRA Pool Pass to use the pool. NTRA Pool Passes are issued to each Member in good standing in accordance with the NTRA Pool Policies. If you still have your pass from last year that can still be used. However, if you are missing one or both, or damaged, it will be a \$25 dollar fee, each, to be replaced. If you have not had passes issued at all and are new the neighborhood, you may have pool passes issued for free once the required documentation is sent in.

NTRA Pool Passes are issued to each Member. In the event a Member fails to pay assessments and/or loses voting rights the member’s pool use privileges shall also be automatically revoked. Only upon restoration of those voting rights and payment of assessments, shall pool privileges be reactivated. In the event a Member leases their property in accordance with the NTRA or NTCA governing documents, these NTRA Pool Passes may instead be issued to the respective “Tenant Member” upon submitting their names, work, home, and cell phone numbers to the NTRA’s Managing Agent – Chesapeake Bay Management (CBM). In the event a leased property is handled by a management company, the Member shall be responsible for informing the management company of this information requirement.

## NEW TOWN RESIDENTIAL ASSOCIATION

Youth passes are available for NTRA Members upon request, through Chesapeake Bay Management. Youth passes are for Members' children aged 14 through 17 years old who pass a swim test administered by the NTRA lifeguard. (Please contact CBM before requesting a swim test.) This youth pass allows children aged 14 through 17 entry to the pool without adult supervision. **All children under 14 years of age must have adult supervision to use the pool.**

Members and guests shall use their pass to gain entry to the pool area and may be required to present it to the lifeguard on duty.

### Guests:

- A Member or Tenant Member must accompany any guest who wishes to use the pool.
- Members or Tenant Members may not allow guests to use their NTRA Pool Pass.
- No more than three guests may accompany each Pool Pass (2 passes issued per property address).
- The Members and Tenant Members are responsible for their guests at all times.
- All Pool rules apply to Member and Tenant Member guests.

### Conduct:

All NTRA members and their guests are to conduct themselves in accordance with the NTRA Pool Rules. Anyone causing a disturbance or posing a safety risk will be asked to leave the pool area. Repeated behavior of this type will result in the revocation of NTRA Pool pass and pool privileges.

### Health and Safety:

- Swimming is not permitted with open wounds, sores, rashes, skin inflammation, nasal, ear or eye discharge, diarrhea, or any other condition on one's body. Pool use is prohibited by any person who suffers from any infectious or contagious disease, regardless of whether such condition has manifested in physical symptoms.
- Diving is Prohibited.
- No pets are allowed in pool area, except for certified service animals.
- No glass objects **of any kind**, (including bottles, drinking glasses, and glass diving goggles), are permitted in the pool area.
- No smoking or vaping in the pool area, shower or restrooms.
- No person shall be in the pool area while intoxicated. Any person who the lifeguard deems intoxicated shall vacate the pool area.
- Lifeguards have full discretion to make decisions regarding conduct within the pool area and their directions regarding health and safety shall be followed by all pool users. Anyone who in the opinion of the lifeguard is creating a disturbance or posing a safety risk will be asked to leave the pool area.
- All trash shall be placed in an appropriate receptacle.
- Running, horseplay, unsafe, disruptive or offensive behavior, inappropriate language, or other unsafe or disturbing behavior is prohibited. Repeated behavior of this type may result in the suspension of pool privileges pursuant to the NTRA Pool Policies.
- Any injury sustained while in the pool area shall be immediately reported to the lifeguard on duty.

### Pool Management:

NTRA contracts with an outside entity for lifeguard services and management of the pool. **The lifeguard on duty has absolute authority and control over the operation of the NTRA pool.** The lifeguard staff

## NEW TOWN RESIDENTIAL ASSOCIATION

may close the pool at any time due to inclement weather, equipment breakdown, power failures, unsafe conditions, or any other safety related reason.

### Inclement Weather:

Pursuant to the guidelines followed by the lifeguard company, the pool will be cleared at the first sound of thunder or the first sighting of lightning. Typically, the pool will not reopen until at least fifteen minutes has passed since the last sound of thunder or the last sighting of lightning. Reopening the pool is at the full discretion of the lifeguard on duty. The NTRA, in coordination with pool management, may decide to close the pool when weather forecasts indicate the likelihood of dangerous conditions.

### Radios, Speakers, and Electronic Devices:

- Personal audio devices, used in conjunction with headphones are allowed in the pool area.
- Systems used with external speakers must maintain very low volume so as not to disturb other pool patrons.
- Computers, iPads and similar devices are permitted.
- Motorized drones or toys are not permitted in the Pool Area.

### Pool Attire and Pool Toys:

- Swimmers must wear appropriate swimming attire at all times. The lifeguard on duty has the sole discretion to determine the appropriateness of swimming attire.
- As necessary, swimmers may wear suits designed to eliminate bodily function accidents. Swimmers not toilet trained or who have bodily function control issues must wear swim diapers or cloth diapers with snug plastic pants under their swimsuit. Disposable diapers are not permitted.
- Toys, water guns, balls, inflatables and other similar pool toys are permitted in the pool at the discretion of the lifeguard.
- Wheeled vehicles (children's tricycles, bicycles, pedal cars, skateboards, scooters, etc.) are prohibited in the Pool Area. Wheelchairs, mobility scooters and baby strollers are permitted.

### Mushroom Wading Pool

- The wading pool is designed for children age six (6) and younger. All children in the wading pool area must be accompanied by an adult eighteen (18) years or older. The wading pool follows the same schedule for rest periods as the main pool when the lifeguard is on duty.
- When the pool is being used for lap swimming, the lap lanes are restricted to lap swimming and lap walking only. All persons in the roped lanes of the lap area must continually swim or walk laps.
- Kickboards, swim fins and other exercise equipment is permitted during lap swim.

**Smoking and Vaping are prohibited in the pool area at all times.**

### Alcoholic Beverages:

Alcoholic Beverages are prohibited in the pool area unless at an organized private event outside of regular pool hours where the pool has been reserved with the permission of the Board. (See below).

### Private Events:

Depending on availability, the pool may be reserved by NTRA members to hold private events during or outside of pool operating hours by making a request to CBM. Private events are limited to twenty-five (25) people unless otherwise approved by the Board. NTRA and CBM may charge a fee for such an event. A designated lifeguard will be included in this fee. Private events during pool operating hours may

## NEW TOWN RESIDENTIAL ASSOCIATION

not preclude other members from using the pool. (Note that for events after regular pool hours, the pool company may also charge an administrative fee.)

The "Private Event Application" for events at the NTRA Pool and the applicable requirements, terms and conditions are attached hereto. **Please review this application form well in advance of planning a private event. Applications are available on the website and from CBM.**

All private event applications are reviewed by CBM staff and then submitted to the NTRA Board of Directors for approval. A final decision on an application is usually reached two weeks after submission.

Requirements for private events where alcohol will be served/allowed:

*If a Member intends to serve alcohol, the event must take place outside of normal pool operating hours.*

*Private party guests/hosts must drink responsibly. Consumption of alcohol by any person under age 21 is prohibited. Guests/hosts will not drink and drive. Guests/hosts acknowledge increased risks of alcohol use combined with pool use. Alcohol may not be sold or charged for in any way.*

*The lifeguard on duty has absolute authority and control over the operation of the NTRA pool.*

Approved by the Board of Directors at a duly called meeting April 21, 2022.

**NEW TOWN RESIDENTIAL ASSOCIATION**

**NTRA Pool Policies and Rules Acknowledgment Form**

This page should be signed and submitted to Chesapeake Bay Management to receive pool passes.  
*(Each pool season a new acknowledgment must be signed and submitted to CBM for pool passes to remain active.)*

Submit hard copies to: New Town Residential Association  
c/o Chesapeake Bay Management  
337 McLaws Circle, Suite 1  
Williamsburg, VA 23185  
757-706-3019  
(May be dropped in the after-hours drop box to the right of the front door)

Email to: [NTRAdmin@1cbm.com](mailto:NTRAdmin@1cbm.com)

I HEREBY AGREE TO THE TERMS OF THE NTRA POOL POLICIES AND RULES, AND AGREE THAT MY CONDUCT, THE CONDUCT OF MY GUESTS AND FAMILY MEMBERS WILL CONFORM TO THESE POLICIES AND THE ATTACHED POOL RULES GOVERNING THE NTRA POOL FACILITY.

NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_

Date: \_\_\_\_\_

PROPERTY ADDRESS \_\_\_\_\_

**New Town Residential Association, Inc.**  
4801 Courthouse Street, Suite 202, Williamsburg, VA 23188

|  |                            |
|--|----------------------------|
| <b>Subject: Architectural Review Committee (ARC) Review and Appeal Procedures</b>  |                            |
| <b>Impacted Group:</b> BOD, ARC, Members   |                            |
| <b>Title of Policy: ARC Procedures for Review of Exterior Changes</b>  |                            |
| <b>Number:</b> 4.2   | <b>Rev:</b>                |
| <b>Approved By:</b> BOD  | <b>Date:</b> June 24, 2021 |
| <b>1. Rationale or background to policy:</b>   |                            |
| <p>As New Town grows, more homeowners are modifying their property. All proposed exterior changes to homes or lots and permanent landscaping changes (except landscaping inside a fenced/screened area) must be reviewed and approved by the New Town Residential Association (NTRA) prior to work commencing. This helps to ensure consistent application of New Town’s design criteria and the requirements in our governing documents. Association approval will often depend upon (a) whether the improvement is aesthetically harmonious and consistent with surrounding structures and (b) whether it will pose a burden on the Association. Consistently maintaining design standards helps preserve and improve the appearance of the community and enhance the property values of all Owners.</p> |                            |
| <b>2. Policy Statement:</b>  |                            |
| <p>Article VI of the NTRA Master Declaration established the Architectural Review Committee (ARC) to review and approve plans for changes to home exteriors and improvements to lots. The ARC has “sole discretion in determining whether to approve or disapprove any plans.” Neither the ARC nor the Board of Directors (BOD) have the authority to approve the construction of improvements which are expressly prohibited by the provisions of the NTRA’s governing documents.</p> <p>This document outlines the procedure to be followed by the ARC and the mechanism for owners’ appeals. (The ARC also has separate written guidelines related to exterior improvements.)</p>   |                            |
| <b>3. Definitions</b>  |                            |
| <p><i>Governing documents</i> – the NTRA declaration of “Covenants, Conditions and Restrictions” setting forth the powers, rights and responsibilities of the Association and its members. These include the Master Declaration, Supplemental Declarations, Plats, Articles of Incorporation, and Amended Bylaws.</p>  |                            |

**4. Procedures:**

**4.1 ARC Review Procedures**

4.1.1 The ARC will review applications submitted to the Managing Agent on the NTRA form only. Only Owners may submit applications for consideration.

4.1.2 The ARC may review applications either in a regularly scheduled meeting or via electronic means. Applications submitted at least 1 week prior to the date of the ARC meeting will be reviewed at that meeting. Applications submitted short of that time will be reviewed at the next month's meeting. At its discretion the ARC may expedite review of an application, but it is not required to do so. A meeting agenda including the addresses of applications to be considered will be posted to the NTRA website at least three (3) days prior to the date of the meeting.

4.1.3 Timely Review. Within fourteen (14) days of a meeting, the ARC will take action to either approve, disapprove or table applications. Tabling will only be used if additional information is requested of an applicant or minor amendments to the application are requested by the ARC.

4.1.4 The Managing Agent will transmit the decision of the ARC to the Owner. The ARC will not exchange emails with applicants or otherwise advise on the status of an application. All communication will flow to and from the Managing Agent.

4.1.5 If plans and specifications are disapproved, the applicant shall be advised via email of the reasons for the denial and the ability to request reconsideration by the BOD.

4.1.6 If the ARC denies any part of an application, then the application is not considered to be approved. Construction may not proceed without some resolution of the unapproved feature. The owner must advise the Managing Agent of its plans. Within fourteen (14) days of receipt of a partial-denial decision, the applicant must inform the Managing Agent whether they intend to a) modify and resubmit the application, b) file an appeal of the decision, or c) not pursue the unapproved feature.

4.1.7 The ARC will not review applications to ensure compliance with building codes, or other local or state laws. The applicant is fully responsible for obtaining necessary building permits and ensuring compliance with government codes.

**4.2 Appeal Procedures**

4.2.1 The decisions of the ARC are deemed final unless appealed to BOD by the Owner.

**New Town Residential Association, Inc.**  
4801 Courthouse Street, Suite 202, Williamsburg, VA 23188

4.2.2 Any appeal must be submitted in writing. The Owner must specifically reference the relevant provisions of the ARC guidelines they believe the ARC has interpreted incorrectly. The only basis for appeal shall be evidence that the ARC has acted contrary to these guidelines, procedures, or applicable precedent. The ARC is not required to approve plans for improvement on the grounds that the design and other aspects of such improvements are the same or substantially the same as other previously approved modifications (see Master Declaration, Section 6.6).

4.2.3 An appeal of an ARC decision must be filed with the Managing Agent within thirty (30) calendar days of the date the owner was informed of the ARC action. For purposes of this section, an Owner shall be deemed to have received notice of the decision two (2) days after mailing, including electronic mailing, or the day it was hand-delivered to the Owner or Owner's residence.

4.2.4 The BOD shall hear the appeal at its next meeting so long as a fully completed appeal is filed with the Managing Agent ten (10) days prior to that meeting. If the appeal is filed short of that deadline, it shall be heard at the following meeting of the BOD.

4.2.5 An Owner shall be entitled to present their appeal to the BOD in person, supplemented by any pertinent documents, or may submit written communication only.

4.2.6 The result of an appeal shall either be delivered in person at that hearing or at the Owner's address of record via certified mail within seven (7) days of the decision of the BOD.

4.2.7 Once an appeal has been acted on by the BOD, that decision is final, and no further appeals are available.

### **4.3 Architectural Violations**

4.3.1 Owners, ARC members, or the Managing Agent may observe and report violations of architectural standards or actions taken by Owners whose ARC applications were denied. Reports can be made via email to the Managing Agent or through the NTRA ticketing system. A failure to apply for ARC approval, i.e. oversight of an NTRA requirement, does not constitute waiver of that rule and therefore, must be corrected upon written notice (see 4.3.3b).

4.3.2 Upon receipt of written information on a potential violation, the alleged violation will be confirmed by a site visit from the Managing Agent or an ARC Member within 3 business days.

4.3.3 After confirmation of the violation report, the Managing Agent will:

- a) advise the BOD, and **Order: 2WRWBXS4Z**



**New Town Residential Association, Inc.**  
4801 Courthouse Street, Suite 202, Williamsburg, VA 23188

b) send an architectural violation notice letter to the applicable homeowner stating the violation and the date by which remediation is required.

4.3.4 The Owner has 30 days to respond to the notice. Besides removal of an unapproved item, the Association may offer an Owner the opportunity to make application to the ARC for its approval. The BOD will also assess a fee for administrative processing of plans and specifications submitted late, i.e. after the alteration of a lot.

4.3.5 If the Owner makes application, then the procedures of section 4.1 will apply.

4.3.6 If after 30 days written notice of violation, the Owner has not corrected the violation (or contacted the Managing Agent concerning the violation), the NTRA reserves its right to enforce correction of the violation and all costs incurred in such enforcement, including a reasonable fee for the Association's counsel, shall be paid by the Owner. The BOD will determine whether additional time is warranted to correct the violation or will direct further resolution in accordance with the NTRA violations/covenant enforcement policy. The Association may require modifications or removal of any work of improvement at Owner's expense.

4.3.7 If the matter is referred to counsel for enforcement, the Association has the authority pursuant to Virginia law and Section 9.3 of the Master Declaration (Enforcement) to file a lawsuit; or enter the Lot and correct the noncompliance. The costs of such corrective action shall be a Special Assessment on the Owner's Lot. The BOD may also take action as described in Virginia Code 55.1-1819 to (1) suspend a Member's right to use NTRA facilities or services or (2) assess charges against a Member.

4.3.8 Responsibility of Owners. New Owners are responsible for any issues with the property left unresolved by the previous Owners. Landlords are responsible for any actions of their tenants that may be in conflict with the ARC Guidelines.

4.3.9 Discretion of the BOD. The BOD has the authority to use their discretion to shorten the timeline given to correct violations which require immediate attention. The BOD may also exercise this authority to make exceptions to fees or grant extensions for correction due to extenuating circumstances.

Adopted by the Board of Directors on June 24, 2021 at a duly called Board Meeting.  
Effective date: July 1, 2021

  
\_\_\_\_\_  
Phil Casey, Secretary, NTRA

June 25, 2021  
\_\_\_\_\_  
Date

# New Town Residential Association, Inc.

Williamsburg, VA 23188

|  |                               |
|--|-------------------------------|
| <b>Subject: NTRA Tree Removal Policy</b>   |                               |
| <b>Impacted Group:</b> NTRA Members, Board, Landscape Advisory Committee   |                               |
| <b>Title of Policy: NTRA Policy for Removal and Replacement of Trees</b>   |                               |
| <b>Number: 9.4</b>   | <b>Rev:</b> Original          |
| <b>Approved By:</b> NTRA Board of Directors  | <b>Date:</b> January 20, 2022 |
| <b>1. Rationale or background to policy:</b><br><br>Currently there is no landscape policy for the New Town Residential Association that addresses the removal or replacement of trees when they become problematic, dead, or diseased. Trees have all of the characteristics of a traditional asset and have intrinsic value and a useful life and should be properly managed or maintained. When trees become diseased, dead or overgrown, pest ridden, infected, or cause damage to property (common, private, or otherwise), decisions become necessary to remediate, remove, or replace the trees.                            |                               |
| <b>2. Policy Statement:</b><br><br>The NTRA will not automatically replace all trees that are removed due to damage or disease. In particular, street trees will not be replaced in areas where a potential or known pedestrian hazard is created.<br><br>Some species of trees have extensive root systems that can become invasive to foundations and utilities if planted too close to a building and trees that are adjacent to sidewalks can cause the concrete slab to heave or become unstable creating hazards for pedestrians as well as structures. It is not always advisable or necessary to remove or replace a tree. |                               |
| <b>3. Definitions:</b><br><br><b>A.</b> "Street trees" - those trees located along streets between the curb and sidewalk. Street trees may be located in areas the Virginia Department of Highways (VDOT) maintains and have been recorded on the approved Master Plan for New Town by James City County (JCC).<br><br><b>B.</b> "Common area trees" - those trees located in common areas that are the responsibility of the Association.<br><br><b>C.</b> "Homeowner trees"- trees located within an individual homeowner's lot lines up to the sidewalk.  |                               |

# New Town Residential Association, Inc.

Williamsburg, VA 23188

## 4. Procedures:

When removing or replacing a tree, careful consideration is always appropriate and factors such as species, size, availability, budget, labor, location, and aesthetics should be considered. In some circumstances replacement of a tree may not be advisable or necessary.

When the Managing Agent or the Landscape Advisory Committee identifies a tree for removal, the following will be considered:

**A.** If a street tree has died, become diseased, is perilous, or caused a portion of the sidewalk to become separated or disjointed, the Managing Agent shall contact James City County Planning Division to notify them of our intention to remove and not replace the tree.

Based on the County's response, the Managing Agent and the NTRA Board of Directors will consult with the Landscape Advisory Committee for next steps. If a decision is made to not replace a street tree, the area where the tree and stump is removed shall be restored by removing the tree ring and mulch. The area will be graded before grading before seeding.

**B.** Common area trees that are diseased or dead should be evaluated to determine if replacement is necessary.

Some trees in common areas have never established properly and may not need to be replaced be necessary for replacement. Common area trees should not be replaced unless they are deemed necessary as part of a formal plan. For example, a row of trees/crepe myrtles that adds balance to a park like area. When trees are replaced a species or variety of the same type with similar shape and size should be used.

Substitute species of trees in a common area will be reviewed with James City County Planning Division for consistency with New Town Master Plan.

**C.** Trees located on a homeowner's lot are considered the homeowners responsibility and removal or replacement is the responsibility of the homeowner. However, per Section 7.1 (r) of the NTRA Master Declaration, no live trees with a diameter in excess of 5 inches nor flowering trees in excess of three inches may be cut without the prior approval of the Architectural Review Committee (ARC). Landscape changes to areas that are publicly visible must also be approved by the ARC.

Approved for Use on January 20, 2022.

  
Mary Cheston, President

Order: 2WRWBXS4Z  
Address: 2022 Holmes Ct E  
Order Date: 08-18-2024  
Document not for resale  
HomeWiseDocs

# Navigating the Plant Selection Process

## A Guide

### Before you dig...

...optimize your investment and more easily maintain your home's landscaping by first reviewing the planting guidelines and resources developed by the NTRA Landscaping Advisory Committee.

### How can this guide help?

As our New Town residential community matures, you, as a resident, will be faced with the need to replace dead and overgrown plantings on your property. Paying attention to various factors will ensure that you select the right plants for the right place.

### What to consider:

**INVASIVENESS** -Avoid invasive species - as defined by “USDA List of Introduced, Invasive and Noxious Plants” *For more information:* [USDA List](#)

**ZONE APPROPRIATE** –Select species that will most likely thrive in USDA zones 7 to 8b. Climate change is impacting planting zones with most areas trending warmer. *For more information:* Refer to the planting zones listed on the plant label.

**LOCATION SITING** –Define your planting area - its microclimate, water retention, soil conditions, and root issues. For plantings with deep or aggressive roots, call Miss Utility before digging. [Miss Utility Website](#)

“Southern Living Plants - What is a Microclimate” [Microclimates](#) .

For a good source for perennials check the [Virginia Tech](#) publications website.

**POTENTIAL SIZE** – Know your plantings - Plantings should have growth habits appropriate for the site. It is especially important to pay attention to the mature size listed on the plant label to ensure there is adequate space for the plant to thrive, that it enhances rather than detracts from your landscape, and that it can be easily and safely maintained as it matures. The Landscaping Advisory Committee recommends looking for dwarf varieties of popular plants.

**SUSTAINABILITY** – Maintenance effort is very important - Some plant materials are more easily maintained than others. Plants such as *Myrica cerifera* (Bayberry/Wax Myrtle) require pruning 4 to 5 times each year. When high maintenance plants are located in private areas, you, as the homeowner, are responsible for their maintenance.

## Navigating the Plant Selection Process A Guide

If planted near sidewalks and front lawns, the maintenance cost is born by the community in the form of more costly landscaping maintenance contracts. Plantings that are more easily pruned, sheared, and otherwise maintained can facilitate the negotiation of more favorable contracts. *For more information:*

[University of Maryland](#)  
[Clemson](#)

**NATIVE SPECIES** –Consider using Native Species. *For more information* a list can be found in “The James River - [How to Landscape with Native Plants at Home](#)”