

specifications, drawings, or matters whatsoever subsequently or additionally submitted for approval or consent.

11.4 Variance. An ARC may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) estop an ARC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

11.5 Compliance With Guidelines. Any contractor, subcontractor, agent, employee or other invitee of an owner who fails to comply with the terms and provisions of the guidelines and procedures promulgated by an ARC may be excluded by the Board from the Property without liability to any person, subject to the notice and hearing procedures contained in the Bylaws.

11.6 No Liability. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only and an ARC shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither Declarant, the Association, the Board of Directors, any committee, member, employee, agent or officer of any of the foregoing shall be held liable for any injury, damages or loss arising out of the manner or quality of approved construction or modifications to any Lot.

Article XII **Use Restrictions**

The Property shall be used only for residential, recreational, and related purposes (which may include, without limitation, offices for any property manager retained by the Association or business offices for Declarant or the Association, as may more particularly be set forth in this Declaration and amendments hereto). The Association, acting through its Board of Directors, shall have standing and the power to enforce such standards.

The Association, acting through its Board of Directors, shall have authority to make and to enforce standards and restrictions governing the use of the Property, in addition to those contained herein, and to impose reasonable user fees for use of Common Area facilities. Such regulations and use restrictions shall be binding upon all owners, occupants, invitees and licensees, if any, until and unless overruled, cancelled or modified in a regular or special meeting of the Association by the vote of Voting Representatives representing a Majority of the total Class "A" votes in the Association and by the Class "B" Member, so long as such membership shall exist.

12.1 Owner's Duty to Maintain. Each Owner covenants to the Declarant, the Association, and to every other Owner to maintain the Lot of the Owner in an attractive, neat,

sightly, and first-class appearance and condition. An Owner shall maintain any Owner installed improvement for which the Owner is responsible.

12.2 Trash. No Lot, vacant or not vacant, shall be used or maintained as a dumping ground for rubbish. The Owner of each Lot shall, during and after completion of construction, at all times keep the premises, buildings, improvements and appurtenances in a safe, clean, and wholesome condition and shall remove at his, her, or its own expense any rubbish of any character whatsoever which may accumulate on his, her, or its Lot. Trash, garbage or other waste shall not be kept on any Lot except in sanitary containers, all equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition, and shall be placed and kept inside the garage of the Lot building. No such container or any other trash or debris shall be placed at the curb or elsewhere in any front yard for purposes other than pick-up. Where the property line of any Lot abuts a street right-of-way, the obligations imposed hereunder shall extend to the edge of the street pavement.

12.3 Tree Removal. Topographic and vegetation characteristics of Lots shall not be altered by removal, reduction, cutting, excavation or any other means without the prior written approval of the ARC. No trees measuring four (4) inches or more in diameter at a point one (1) foot above ground level, flowering trees, shrubs or evergreens, on any Lot or the Common Area, may be removed without written approval of the ARC, unless located within ten (10) feet of a Dwelling, or within the right-of-way of driveways and walkways. Exceptions will be made for trees which must be removed because of an emergency or which are determined to be dead or diseased.

12.4 Underground Utility Lines. All television, electrical, telephone, gas, water and sewer utility service lines and connections, including wires, cables, pipes, and mains which are installed to serve any Lot or the Common Area or are connected with any improvement thereon, shall be installed underground in conformity with the specifications of or approved by the utility company involved and the Federal Communications Commission. No such lines or connections shall be permitted on or above the ground.

12.5 Motor Vehicles.

(a) Commercial vehicles (weighing in excess of 3.75 tons when empty), vehicles primarily used or designated for commercial purposes, tractors, mobile homes, buses, vehicles used primarily for recreational purposes, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers shall not be parked on any street or in a front yard, but shall be parked only in enclosed garages or in other areas designated by the Board of Directors. Stored vehicles which are either obviously inoperable or do not have current operating licenses, license plates or permits, shall not be permitted on the Property except within enclosed garages. Notwithstanding the foregoing, service and delivery vehicles may be parked on the Property during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Lot or the Common Area. No motorized vehicles may be used or maintained on the yards or sidewalks or any Lot.

(b) The Board of Directors shall have the right, subject only to applicable law, to tow any vehicle(s), the keeping or-parking of which in such areas violates this Declaration, upon forty-eight (48) hours notice. No inoperable vehicle or other vehicle on which current registration plates are not displayed shall be kept within any Lot or on any part of the Common Area or roadways unless inside an approved enclosed outbuilding, if allowed.

12.6 Antennas. No satellite dish, television antenna, radio receiver or sender or other similar device shall be attached to or installed on the exterior portion of any building or structure on any Lot except as follows:

(a) No satellite dish in excess of one meter in diameter will be allowed on any Lot.

(b) The preferred location and installation for a component will be in the rear of the Dwelling on the Lot or in the rear portion of the Lot so as not to be seen from the street. If these preferred locations preclude an acceptable quality of reception of any Lot, then the Owner will notify the Association in writing, through its Board of Directors, of such concern before installation. Notification must include the appropriate documentation related to preclusion of reception and identify other locations on the Lot upon which the owner wishes to locate and install the component.

(c) A component will be reasonably screened from view from any other Lot, Common Area or public road.

(d) A component will be painted in a fashion that will not interfere with reception but will blend into the background against which it is mounted.

Note: Owner is responsible for any damage and maintenance caused by installation of an approved antenna.

12.6 Noxious or Offensive Activity. No noxious or offensive activity shall be carried on upon any Lot or any part of the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance, public or private, to the neighborhood, or which shall in any way interfere with the quiet enjoyment of any Owner. This shall not preclude occasional Association sponsored social or recreational events.

12.7 Inspections. During reasonable hours, the Declarant, any member of the ARC, a member of the Board of Directors of the Association, or any other agent or representative or any of them, shall have the right, after reasonable notice in writing (unless in the event of an emergency in which event no notice is required), to enter upon and inspect any Lot for the purpose of ascertaining whether or not the provisions of these restrictions have been or are being complied with, and such persons shall not be deemed guilty of trespass by reason of such entry.

12.8 General Standards.

(a) Nuisance Uses. No Lot shall be used except for residential purposes. No use shall be made of any Lot which will depreciate or adversely affect the value of the surrounding

Lots or of the neighborhood as first class residential property, except that a professional office may be maintained in a Dwelling provided that:

- (i) such maintenance and use is limited to the person actually residing in the Dwelling;
- (ii) such maintenance and use is in strict conformity with the provisions of any applicable zoning law, ordinance or regulation; and,
- (iii) such maintenance and use has been approved by the Board or ARC. As used in this Section, the term "professional office" shall mean rooms used for office purposes by a member of any recognized profession, including doctors, dentists, lawyers, architects and the like, but not including medical or dental clinics.

Except as may be permitted by the foregoing, no Lot shall ever be used or caused or allowed or authorized to be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other such non-residential purposes.

(b) Exceptions. Nothing contained in this Article shall limit the Association's use of the Property. Nothing contained in this Article shall prohibit a Builder or developer who owns or leases Lots from constructing a model home, engaging in commercial activities in association with the selling or leasing of Lots, or using Lots for storage during construction of improvements.

12.9 Temporary Dwellings. No structures of a temporary character, trailer, basement, tent, shack, garage, or other outbuilding, shall be used on any Lot at any time as a Dwelling, either temporarily or permanently.

12.10 Construction Schedule. After commencement of construction of any improvements, the work thereon shall be diligently and continuously prosecuted, to the end that the improvements shall not remain in a partially finished condition any longer than reasonably necessary for completion thereof. Once commencement of construction of any improvements occurs, the Owner of the Lot on which such construction is taking place will diligently and continuously prosecute the completion of such improvements and will not allow such construction to be discontinued for a period longer than thirty (30) days without the prior written consent of Declarant or the ARC. In the event construction is discontinued due to strike(s) or labor dispute(s), inability to obtain labor or materials, sudden and unforeseen events, government restrictions or other reasons beyond the control of the Owner, the prohibition shall not apply so long as the Owner notifies Declarant or the ARC of the reason for the discontinuance, the steps being taken to correct the reason for the discontinuance and the anticipated amount of time before construction will continue, and such notice is updated every thirty (30) days.

12.11 Construction Debris. The Owner of a Lot, or part thereof, shall at all times keep contiguous public and private streets and street rights-of-way free from any dirt, mud, garbage, trash and other debris which is occasioned by construction of improvements on the Lot.

12.12 Signs. Only one (1) sign relating to real estate sales and rental of the Lot shall be permitted at any time. No sign may exceed three (3) feet in width or height. A professional sign company must prepare any sign. This Section shall not apply to signs installed or erected by Declarant or with Declarant's written approval, which may be withheld or granted in its sole discretion.

12.13 Animals. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot except a dog, a cat and/or other household pet, or combination thereof, may be kept on a Lot provided that they are not kept, bred or maintained for any commercial purposes. Notwithstanding the foregoing, no animals or fowl may be kept on the Lot which result in any annoyance or are obnoxious to other Dwellings in the vicinity, and each Owner shall be absolutely liable to each and all remaining Owners, their families, guests, permittees and invitees, and to the Association, for any and all damage to person or property caused by any pets brought upon or kept upon the Lots, the Common Area or any other part of the Property by any Owner or by members of the family, guests, permittees or invitees of an Owner. No Owner shall permit any pet to be let out of that Owner's Dwelling except for on a temporary "as needed" basis. Any Owner keeping an animal on a Lot will comply with all requirements of law applicable to such animal.

12.14 HVAC and Other Mechanical Equipment. All HVAC and other mechanical equipment and fixtures, when located in the front or side of a Dwelling, shall be screened from view from public and private rights-of-way and adjacent Lots within the Property.

12.15 Lease Agreement. Any lease agreement between an Owner and a lessee shall be subject in all respects to the provisions of this Declaration, the Bylaws of the Association, and rules and regulations adopted by the Board of Directors, and any failure by the lessee to comply with the terms of such documents shall be a default under the lease, and a default under this Declaration by the Owner. All such leases shall be in writing and shall be for no shorter period of time than twelve (12) months.

12.16 Application of Restrictions. None of the foregoing restrictions in this Article shall be applicable to the activities of:

(a) Declarant, its officers, employees, agents or assigns, in their development, marketing and sale of Lots or other parcels within the Property; or

(b) To the Association, its officers, employees and agents, in connection with the proper maintenance, repair, replacement and improvement of the Common Areas.

Article XIII **General Provisions**

13.1 Term. The covenants and restrictions of this Declaration shall run with and bind the Property, for a term of fifty (50) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument signed or approved by the Owners representing of at least two-thirds (2/3) of the

votes in attendance at a duly called meeting of the Association at which a quorum is present has been recorded, agreeing to change this Declaration in whole or in part.

13.2 Amendment. So long as it still owns any portion of the Property or Additional Land, Declarant may unilaterally amend this Declaration by Supplemental Declaration for any purpose. Thereafter and otherwise, this Declaration may be amended by an instrument approved in writing by at least two thirds (2/3) of the Class "A" votes; provided, however, that no approval of the Owners shall be required (i) to effect the annexation of Additional Land by Declarant pursuant to Section 8.1 hereof; or (ii) to effect the withdrawal of any portion of the Property by Declarant pursuant to Section 8.4 hereof; or (iii) to make any technical amendment to this Declaration as requested by any government agency, mortgagee or insurer which does not materially or adversely affect the rights of the Owners. Any amendment must be recorded in the Clerk's Office and, if Owner approval is required, must either be signed by the required number of Owners or have appended to it an acknowledged certificate of the secretary of the Association that the amendment has been approved as required hereby.

13.3 Indemnification. The Association shall indemnify every officer, director and committee member as provided in the Articles.

13.4 Easements for Utilities, Etc.

(a) There is hereby reserved unto Declarant, so long as a Declarant owns any Additional Land or any of the Property, the Association, and the designees of each (which may include, without limitation, New Kent County, Virginia, and any utility), blanket easements upon, across, over and under all of the Property for the purpose of installing, replacing, repairing and maintaining cable television systems, master television antenna systems, security and similar systems, roads, walkways, bicycle pathways, lakes, ponds, wetlands, drainage systems, street lights, signage and all utilities, including, but not limited to, water, sewers, meter boxes, telephones, gas and electricity, and for the purpose of installing any of the foregoing on property which it owns or within easements designated for such purposes on recorded plats of the Property.

(b) Notwithstanding anything to the contrary herein, this easement shall not entitle the holders to construct or install any of the foregoing systems, facilities or utilities over, under or through any existing Dwelling on a Lot, and any damage to a Lot resulting from the exercise of this easement shall promptly be repaired. The exercise of this easement shall not unreasonably interfere with the use of any Lot and, except in an emergency, entry into any Lot shall be made only after reasonable notice to the Owner or occupant thereof.

(c) Without limiting the generality of the foregoing, there are hereby reserved for the local water supplier, electric company and natural gas supplier easements across all Lots and the Common Areas for ingress, egress, installation, reading, replacing, repairing and maintaining utility meters and boxes. The exercise of this easement shall not extend to permitting entry into the Dwelling on any Lot. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the

Property, except as may be approved by the Association's Board of Directors or as provided by Declarant.

(d) Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Board of Directors shall have the right to grant such easement over the Property without conflicting with the terms hereof. The easements provided for in this Article shall in no way adversely affect any other recorded easement on the Property.

(e) The Board shall have, by a two-thirds (2/3) vote, the power to dedicate portions of the Common Area to New Kent County, Virginia, or to any other local, state or federal governmental entity, subject to such approval requirements as may be contained in Article XIV of this Declaration.

13.5 Easement for Overhanging Roofs and Eaves. Each Lot upon which there is a party wall or upon which a wall of a Dwelling is permitted to abut the side boundary line of the Lot and its Owner are hereby declared, by this reservation, to have an easement over each adjoining Lot and the Common Area, as the case may be, for overhanging roofs and eaves attached to improvements on the Lot, provided, however, that such encroachments may not exceed one (1) foot. No such easement shall be created in favor of a Lot if the encroachment occurred due to the willful misconduct of the Lot Owner.

13.6 Easement for Hedges and Fences. Each Lot and its Owner are hereby declared by this reservation to have an easement for encroachments on adjoining Lots or Common Area, as the case may be, due to hedges or fences, if any, (which shall have been previously approved by the ARC, belonging to such Lot, to the extent such hedge or fence encroaches on adjoining Lots or Common Area, provided such encroachments do not exceed one (1) foot or interfere with the use of any improvements on the servient property. No such easement shall be created in favor of an Owner if the encroachment occurred due to the willful misconduct of the Owner.

13.7 Easement for Errant Golf Balls. Every Lot and the Common Area and the common property of any Neighborhood adjacent to neighboring golf course are burdened with an easement permitting golf balls unintentionally to come upon such Common Area, Lots or common property of a Neighborhood and for golfers at reasonable times and in a reasonable manner to come upon the Common Area, common property of a Neighborhood, or the exterior portions of a Lot to retrieve errant golf balls; provided however, if any Lot is fenced or walled, the golfer shall seek the Owner's permission before entry. The existence of this easement shall not relieve golfers of liability for damage caused by errant golf balls. Under no circumstances shall any of the following Persons be held liable for any damage or injury resulting from any activity relating to any errant golf balls or the exercise of this easement: the Declarant, or any successor Declarant; the Association or its Members (in their capacity as such); the owner(s) of the adjacent golf course or their successors, successors-in-title, or assigns; any developer of a Neighborhood; any Builder or contractor (in their capacities as such); the golf course designer or builder; any officer, director, member, manager, or partner of any of the foregoing, or any officer, director, member or manager of any partner of any of the foregoing.

13.8 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.

13.9 Right of Entry. The Association shall have the right, but not the obligation, to enter upon any Lot for emergency, security and safety reasons, to perform maintenance pursuant to Section 4.1 hereof, and to inspect for the purpose of ensuring compliance with this Declaration, the Bylaws, any Supplemental Declaration and the rules of the Association; provided, nothing herein shall authorize any person to enter any Dwelling or other building constructed on a Lot without permission of the Owner unless reasonably believed to be necessary to avoid an imminent threat of personal injury or personal damage. This right may be exercised by the Association's Board of Directors, any agent or employee of the Association acting with the authorization of the Board of Directors, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter a Lot to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition within a reasonable time after request by the Board.

13.10 Use of the Words "Villages at Kentlands" and "Villages at Kentlands Homeowners Association". No Person, except Declarant, shall use the words "Villages at Kentlands" and "Villages at Kentlands Homeowners Association" or any derivative thereof in any printed or promotional material without the prior written consent of Declarant. However, Owners may use the terms in printed or promotional matter where such term is used solely to specify that particular property is located within Villages at Kentlands and the Association shall be entitled to use the words "Villages at Kentlands" and "Villages at Kentlands Homeowners Association" in its name.

13.11 Compliance. Every Owner and occupant of any Lot shall comply with all lawful provisions of this Declaration, the Bylaws, and the rules and regulations of the Association. Failure to comply shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the Association or, in a proper case, by any aggrieved Owner or Owners. In addition, the Association may avail itself of any and all remedies provided in this Declaration or the Bylaws.

13.12 Notice of Sale or Transfer of Title. In the event that any Owner desires to sell or otherwise transfer title to his or her Lot, such Owner shall give the Board of Directors at least seven (7) days prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board of Directors may reasonably require. Until such written notice is received by the Board of Directors, the transferor shall continue to be jointly and severally responsible for all obligations of the Owner of the Lot hereunder, including payment of assessments, notwithstanding the transfer of title to the Lot.

13.13 Use of Association's Facilities. Notwithstanding any provisions or representation to the contrary, Owner acknowledges that, by purchasing or paying for a Lot, or by acquiring

membership in the Association, Owner does not acquire any vested right or easement, prescriptive or otherwise, to use or to continue to use the Association's facilities, nor does owner acquire any ownership or membership interest in the Association's facilities.

13.14 Conflicts. In the event of any conflict between the provisions of this Declaration and the provisions of the Bylaws or Articles, the provisions of this Declaration shall control.

Article XIV
Declarant's Right and Obligations

14.1 Reserved Rights. Any or all of the special rights and obligations of Declarant set forth in this Declaration or the Bylaws may be transferred to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein or in the Bylaws, as applicable, and provided further, no such transfer shall be effective unless it is in a written instrument signed by Declarant and duly recorded in the Clerk's Office. Nothing in this Declaration shall be construed to require a Declarant or any successor to develop any of the Property or Additional Land in any manner whatsoever.

Notwithstanding any provisions contained in the Declaration to the contrary, so long as construction and initial sale of Lots shall continue, it shall be expressly permissible for Declarant and any Builder designated by Declarant to maintain and carry on upon portions of the Common Area such facilities and activities as, in the opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of such Lots, including, but not limited to, business offices, signs, model units, and sales offices, and Declarant and such designated Builder(s) shall have easements for access to and use of such facilities. The right to maintain and carry on such facilities and activities shall include specifically, without limitation, the right to use Lots owned by Declarant and any clubhouse or community center which may be owned by the Association, as models and sales offices, respectively.

14.2 Modifications. This Declaration shall not be amended in any manner that adversely affects Declarant's rights or powers during the Class "B" Control Period until Declarant consents in writing to that modification and the modification is recorded in the Clerk's Office.

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4/27/2021