

COVER SHEET

Articles of Incorporation
of
Powhatan Community Services Association

Included in this package are:

- a. **The ARTICLES of AMENDMENT**
- b. **The applicable CERTIFICATE of AMENDMENT issued by the Commonwealth of Virginia State Corporation Commission**
- c. **The original Articles of Incorporation**

ARTICLES OF AMENDMENT

OF

POWHATAN COMMUNITY SERVICES ASSOCIATION

Powhatan Community Services Association, the undersigned corporation (the "Corporation"), pursuant to Title 13.1, Chapter 10 of the Code of Virginia, hereby executes the following articles of amendment and sets forth:

1. The name of the Corporation is Powhatan Community Services Association.
2. Article VI of the Corporation's Articles of Incorporation shall be amended to read

as follows:

Board of Directors.

(a) Term and Composition During Class C Membership. As long as the Class C membership exists, the affairs of the Association shall be managed by a Board of nine directors. Directors appointed by the Class C member need not be members of the Association. As long as the Class C membership exists, the Board shall consist of directors appointed by the Class C member and directors elected by the Class A and Class B members.

Six weeks prior to each Annual Meeting, the Board of Directors shall determine the number of directors to be elected at the Annual Meeting so that the number of elected directors shall be equivalent to one director for each 300 Class A and B votes, or fraction thereof, outstanding as of the sixty days prior to the Annual Meeting date, but in no event shall there be less than two nor more than seven elected directors. The remainder of the directors shall be appointed by the Class C member. Appointed directors shall serve for a term of one year. All elected directors shall serve for a term of two years, except as provided in Article VI(b), (c) and (d) below.

When the Class C membership expires, all directors appointed by the Class C member shall resign. After the Class C membership expires, all directors shall be elected by the members.

(b) Term and Composition After Expiration of Class C Membership. Upon termination of the Class C membership, the affairs of the Association shall be managed by a board of seven (7) directors whose duties and responsibilities shall be as set forth in the By-laws. All directors shall be elected by the Class A and B members. Directors shall be Class A or Class B members of the Association.

(c) Election At 2007 Annual Meeting. If the expiration of the Class C membership

coincides with the 2007 Annual Meeting, then at the 2007 Annual Meeting, the Class A and B members shall elect members of the Board of Directors in the following manner:

- (1) Two (2) directors, each of whom shall serve a term of one (1) year, whose terms shall expire in 2008.
- (2) Two (2) directors, each of whom shall serve a term of two (2) years, whose terms shall expire in 2009.
- (3) Two (2) directors, each of whom shall serve a term of three (3) years, whose terms shall expire in 2010.

The director elected in 2006 shall complete his or her two-year term, which shall expire in 2008. At the 2008 Annual Meeting and thereafter, the Class A and B members shall elect directors to fill the positions of the terms which are expiring for a term of three (3) years.

(d) Election If Class C Membership Expires After 2007 Annual Meeting. If the Class C membership expires subsequent to the 2007 Annual Meeting, then at the first special meeting called for the purpose of electing directors or annual member meeting held thereafter, all directors elected by the Class A and B members shall resign. The Class A and B members shall elect seven (7) members of the Board of Directors in the following manner:

- (1) Three (3) directors, each of whom shall serve a term of three (3) years.
- (2) Two (2) directors, each of whom shall serve a term of two (2) years.
- (3) Two (2) directors, each of whom shall serve a term of one (1) year.

At every annual meeting thereafter, the Class A and B members shall elect directors to fill the positions of the terms which are expiring for a term of three years.

(e) Method of Nomination. At least three weeks before the Annual Meeting, candidates for election shall file a petition of candidacy, signed by not less than ten members, with the Elections Committee of the Association appointed by the Board of Directors. The Elections Committee shall provide all members with a ballot containing the names of all bona fide candidates not less than ten (10) days before the Annual Meeting.

(f) Method of Election. Election shall be by secret written ballot at the Annual Meeting or by proxies delivered to the Chairman of the Elections Committee or Secretary prior to the start of the Annual Meeting. The members may cast, in respect to each vacancy, as many votes as they are entitled to under the provisions of the Articles of Incorporation. Cumulative voting is not permitted. Those persons receiving the largest number of votes shall be elected.

(g) Resignation and Removal. The unexcused absence of an elected director from three consecutive regular meetings of the Board shall be deemed a resignation. Any elected director may be removed from the Board, with or without cause, by a majority vote of the members of the Association.

(h) Vacancies. In the event of death, resignation or removal of an elected director, his successor shall be selected by the remaining elected directors and shall serve for the unexpired term of his predecessor. Vacancies occurring in the number of appointed directors shall be filled by appointment by the Class C member to serve for the unexpired term of their predecessor.

(i) Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

3. The foregoing amendment was adopted on **March 1, 2006.**

4. There are two voting groups in the Corporation: Class A and B Members, and the Class C Member.

5. The amendment was proposed by the Board of Directors and submitted to the members in accordance with the provisions of Chapter 10 of Title 13.1 of the Code of Virginia, at a meeting of the members at which a quorum was present for each voting group of members.

Class A and B Members:

Total No. of Votes Cast
FOR the Amendment

108

Total No. of Votes Cast
AGAINST the Amendment

Zero

Class C Member:

Total No. of Votes Cast
FOR the Amendment

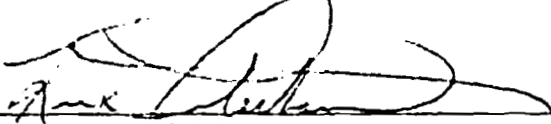
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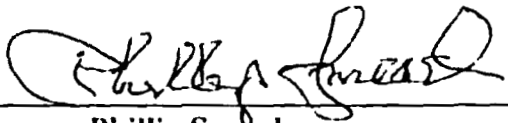
Total No. of Votes Cast
AGAINST the Amendment

Zero

6. The amendment was approved by a vote of more than two-thirds of all votes cast on the amendment by each voting group at a meeting at which a quorum of each voting group existed.

POWHATAN COMMUNITY SERVICES ASSOCIATION

By: 
Name: **Kirk Puterbaugh**
Title: **President, PCSA**

By: 
Name: **Phillip Smead**
Title: **Secretary, PCSA**

91404104

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

AT RICHMOND, MAY 3, 2006

The State Corporation Commission has found the accompanying articles submitted on behalf of

POWHATAN COMMUNITY SERVICES ASSOCIATION

to comply with the requirements of law, and confirms payment of all required fees. Therefore, it is ORDERED that this

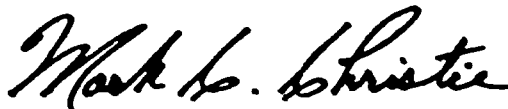
CERTIFICATE OF AMENDMENT

be issued and admitted to record with the articles of amendment in the Office of the Clerk of the Commission, effective May 3, 2006.

The corporation is granted the authority conferred on it by law in accordance with the articles, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By



Commissioner

ARTICLES OF INCORPORATION

OF

POWHATAN COMMUNITY SERVICES ASSOCIATION

We hereby associate to form a non-stock corporation under the provisions of Chapter 2 of Title 13.1 of the Code of Virginia.

ARTICLE I

The name of the corporation is Powhatan Community Services Association, hereafter called the "Association".

ARTICLE II

Purpose and Powers of the Association. This 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 maintenance, preservation and architectural control in any lawful manner of that portion of the real estate development known as Powhatan of Williamsburg Secondary in James City County, Virginia (herein referred to as "Powhatan") which has been subjected to the Declaration of Covenants and Restrictions hereinafter referred to in paragraph (a) of this Article II and all other portions of "Powhatan" subjected to said Declaration in accordance with the terms thereof; and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association and for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration of Covenants and Restrictions, hereinafter called the "Declaration" recorded in Deed Book 215, page 722, in the Office of the Clerk of the Circuit Court of the City of Williamsburg and the County of James City and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length, and all Supplementary Declarations applicable to the property when recorded;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) except as hereinafter provided, to acquire (by gift, purchase or otherwise), 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,

(d) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area.

(e) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Stock Corporation Act of the State of Virginia by law may now or hereafter have or exercise.

No substantial part of the activities of the Association shall be devoted to attemptin to influence legislation by propaganda or otherwise within the meaning of the proscriptive provisions of the Internal Revenue Code. The Association shall not directly or indirectly participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office.

ARTICLE III

Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Every lessee of a Living Unit constructed on any Lot who holds a written lease having an initial term of at least twelve (12) months shall likewise be a member of the Association without voting rights provided he notifies the Association of his tenance in writing.

ARTICLE IV

Voting Rights. The Association shall have three classes of full voting membership:

Class A. Class A members shall be all Owners of Lots, excluding the Developer, who shall be entitled to one vote for each Lot owned;

Class B. Class B members shall be all owner occupants of all structures constructed on Lots in the Properties and shall be entitled collectively to one vote for the Living Unit they occupy;

Class C. The Class C member shall be the Developer, Powhatan Enterprises, Inc., or any successor to all or substantially all of its business of developing the Properties which shall have one vote per Lot owned. The Class C membership shall cease upon written notice to the Association from the Developer that it no longer desires to be a Class C member.

The Association shall have one class of non-voting membership:

Class D. The Class D members shall be those lessees of a Living Unit constructed on any Lot who hold a written lease having an initial term of at least twelve (12) months and shall notify the Association in writing of his tenancy.

When more than one person holds interest or interests in any Lot or Living Unit, the vote for such Lot or Living Unit shall be exercised as they shall among themselves determine; but the Association shall be entitled to rely on the vote of those present at any meeting of members as being duly authorized to vote, unless written notice to the contrary is received by the Association prior to any such meeting.

ARTICLE V

Registered Office and Agent. The address of the initial office of the Association is 13441 Warwick Boulevard, City of Newport News, Virginia 23602.

The name of the initial registered agent of the Association is Cecil G. Moore, Attorney, who is a resident of Virginia and a member of the Virginia State Bar and whose business address is 13185 Warwick Boulevard, City of Newport News, Virginia 23602.

ARTICLE VI

Board of Directors.

(c) Term and Composition. The affairs of the Association shall be managed by a Board of nine Directors, which number may not be changed except by amendment to these Articles, and who need not be members of the Association. As long as the Class C membership exists, the Board shall consist of directors appointed by the Class C member and Directors elected by the Class A and Class B members. The apportionment of the Board between appointed and elected Directors shall be as follows:

The initial Board of Directors named in the Articles of Incorporation shall serve until the first annual meeting following conveyance of the first Lot in the Properties. At that meeting seven (7) directors shall be appointed by the Class C member for terms of one (1) year and two (2) directors elected by the Members for a term of two (2) years.

Six weeks prior to subsequent annual meetings, the Board of Directors shall determine the number of directors to be elected at the annual meeting so that the number of elected directors shall be equivalent to one director for each 300 Class A and B votes, or fraction thereof, outstanding as of sixty days prior to the annual meeting date, but in no event shall there be less than two nor more than seven elected directors. The remainder of the directors shall be appointed by the Class C member. Appointed directors shall serve for a term of one year, and subsequent to the first annual meeting following conveyance of the first Lot in the Properties, all elected directors shall serve for a term of two years.

After the Class C membership expires, all directors shall be elected by the members.

(b) Method of Nomination. At least three weeks before the annual meeting, candidates for election shall file a petition of candidacy, signed by not less than ten members, with the Elections Committee of the Association appointed by the Board of Directors. The Elections Committee shall provide all members with a ballot containing the names of all bona fide candidates not less than ten days before the annual meeting.

(c) Method of Election. Election shall be by secret written ballot at the annual meeting or by proxies delivered to the Chairman of the Elections Committee prior to the start of the annual meeting. The members may cast, in respect to each vacancy, as many votes as they are entitled to under the provisions of the Articles of Incorporation. Cumulative voting is not permitted. Those persons receiving the largest number of votes shall be elected.

(d) Resignation and Removal. The unexcused absence of an elected director from three consecutive regular meetings of the Board shall be deemed a resignation. Any elected director may be removed from the Board, with or without cause, by a majority vote of the members of the Association.

(e) Vacancies. In the event of death, resignation or removal of an elected director, his successor shall be selected by the remaining elected directors and shall serve for the unexpired term of his predecessor. Vacancies occurring in the number of appointed directors shall be filled by appointment by the Class C member to serve for the unexpired term of their predecessor.

(f) Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

The names and addresses of the initial Directors who are to serve until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
Lawrence E. Beamer and Jane G. Beamer	71 Waterview Drive Newport News, Virginia 23602
William E. Beamer and Jacqueline L. Beamer	124 Beechwood Hills Newport News, Virginia 23602
Karl E. Beamer and Elizabeth H. Beamer	72 Waterview Drive Newport News, Virginia 23602
Patrick T. Malarkey and Madeline H. Malarkey	74 Gresham Circle Newport News, Virginia 23602
Charles W. Wolfe	424 Maryle Court Newport News, Virginia 23602

ARTICLE VII

Indemnification.

(a) The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (including an action or suit by or in the right of the corporation) by reason of the fact that he is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, partner, or trustee of another corporation, partnership, joint venture, trust, or other enterprise, against judgments, fines, amounts paid in settlement and expenses (including attorneys' fees) actually and reasonable incurred by him in connection with such action, suit or proceeding, except only in relation to any claim, issue or matter as to which such person shall have been finally adjudged to be liable for his gross negligence or willful misconduct in the performance of his duties. Each such indemnity shall incur to the benefit of the heirs, executors and administrators of such person.

(b) Any indemnity under subsection (a) above shall (unless authorized by a court) be made by the Corporation only as authorized in the specific case upon a determination that the Director, officer, partner or trustee was not guilty of gross negligence or willful misconduct in the performance of his duties and, in case of settlement, that such settlement was, or if still to be made is, consistent with the best interests of the corporation. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) by independent legal counsel in a written opinion if such a quorum is not obtainable or, even if obtainable, a quorum of disinterested directors so directs, or (iii) by the members. If the determination is to be made by the Board of Directors, it may rely as to all questions of law on the advice of independent counsel.

(c) Expenses incurred in defending an action, suit or proceeding, whether civil, administrative or investigative, may be paid by the corporation in advance of the final depositions of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the director, officer, partner or trustee to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the corporation as authorized in this section.

(d) The right of indemnification provided by this section shall not be exclusive of any other rights to which any person may be entitled, including any right under policies of insurance that may be purchased and maintained by the corporation or others, even as to claims, issues or matters in relation to which the corporation would not have the power to indemnify such person under the provisions of this section.

(e) The corporation may purchase and maintain at its sole expense insurance, in such amounts and on such terms and conditions as the Board of Directors may deem reasonable, against all liabilities or losses it may sustain in consequence of the indemnification provided for in this section.

(f) The Board of Directors shall have the power, generally and in specific cases, to indemnify employees and agents of the corporation to the same extent as provided in this section with respect to directors and officers.

ARTICLE VIII

Distribution of Assets on Dissolution. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization as may be designated by the Board of Directors to be devoted to such similar purposes.

ARTICLE IX

Duration. The corporation shall exist perpetually.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Virginia, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this _____ day of _____, 19____.

Lawrence E. Beamer

William E. Beamer

Karl E. Beamer

POWHATAN COMMUNITY SERVICES ASSOCIATION

BY-LAWS

ARTICLE I

Location of Principal Office. The principal office of the Association shall be located at 13441 Warwick Boulevard, Newport News, Virginia 23602, or at such other place or places as the Directors may from time to time designate by amendments hereto.

ARTICLE II

Seal. The corporate seal of the Association shall be in circular form and shall be as imprinted hereunder.

ARTICLE III

Definitions. Section 1. "Declaration" shall mean the covenants, conditions and restrictions and all other provisions as set forth in the Declaration of Covenants and Restrictions for "Powhatan", as the same may from time to time be amended, dated August 6, 1981, recorded in the Clerk's Office of the Circuit Court of the City of Williamsburg and County of James City, Virginia, in Deed Book 215, page 722. All words and terms capitalized in these By-Laws shall have the same meaning as they have in the Declaration, and to the extent these By-Laws conflict with the Declaration, the Declaration shall control.

Section 2. "Association" shall mean and refer to Powhatan Community Services Association, its successors and assigns.

Section 3. "Developer" shall mean and refer to Powhatan Enterprises, Inc., or any successor to all or substantially all of its business of developing the Properties.

Section 4. "Powhatan Master Plan" shall mean and refer to the conceptual master plan of Powhatan prepared by Langley and McDonald, Engineers, Planners and Surveyors, Virginia Beach, Virginia, dated April 1978 consisting of (i) map plan drawing and (ii) written statement of overall recreational concept, as may be revised from time to time by agreement between Developer and Planning Department of James City County, Virginia.

Section 5. "The Properties" shall mean and refer to all real property which becomes subject to the Declaration, together with such other real property as may from time to time be annexed thereto under the provisions of Article II of the Declaration.

Section 6. "Common Area" shall mean and refer to those areas of land now or hereafter conveyed to the Association or shown on any recorded subdivision plat of the Properties and improvements thereon, which are intended to be devoted to the common use and enjoyment of the Members.

Section 7. "Living Unit" shall mean and refer to any portion of a structure situated upon the Properties designed and intended for use and occupancy as a residence by a single family.

Section 8. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of Common Area as heretofore defined. The term shall include a condominium Living Unit where such may occur.

Section 9. "Multifamily Structure" shall mean and refer to a structure with two or more Living Units under one roof, except when such Living Unit is situated upon its own individual Lot as defined herein.

Section 10. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 11. "Occupant" shall mean and refer to the occupant of a Living Unit or Commercial Space who shall be either the Owner or a lessee who holds a written lease having an initial term of a least twelve (12) months.

Section 12. "Parcel" shall mean and refer to all platted subdivisions of one or more Lots which are subject to the same Supplementary Declaration.

Section 13. "Supplementary Declaration" shall mean any declaration of covenants, conditions and restrictions which may be recorded by the Developer, which extends the provisions of the Declaration to a Parcel and contains such complementary provisions for such Parcel as are required by the Declaration.

Section 14. "Book of Resolutions" shall mean and refer to the document containing rules and regulations and policies adopted by the Board of Directors as same may be from time to time amended.

ARTICLE IV

Meetings of Members. Section 1. All meetings of the Members of the Association shall be held at such place as shall be stated in a written notice thereof.

Section 2. An annual meeting of the members of this Association shall be held in the evening during the third week in February of each year.

Section 3. At each annual meeting, there shall be selected, in the manner provided in these By-Laws, a Board of Directors to serve until the next annual meeting.

Section 4. Written notice of the annual meeting shall be served upon or mailed to each Member entitled to vote thereat at least ten (10) days prior to the meeting. At least ten (10) days before the annual meeting of the Association, a complete list of the Members entitled to vote thereat as specified in the Articles of Incorporation, arranged in alphabetical order and by class, shall be prepared by the Secretary. A copy of

such list shall be produced and kept at the place of meeting during the whole time thereof, and subject to the inspection of any Member.

Section 5. Special meetings of the Members of the Association for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President, and shall be called by the President or Secretary at the request, in writing, of a majority of the Board of Directors, or at the request, in writing, of one-fifth (1/5) of the Members. Such request shall state the purpose or purposes of the proposed meeting. Written notice of a special meeting of Members, stating the time, place and object of such meeting and the specific action to be taken thereat, shall be given to each Member entitled to vote thereat at least ten (10) days before such meeting. Business transacted at all special meetings shall be confined to the objects and actions to be taken as stated in the notice.

ARTICLE V

Quorum, Notice and Voting. Section 1. Quorum. A quorum for meetings where action by Owners is required by the Declaration shall be the presence of Owners in person or by proxy who are entitled to cast fifty-one percent (51%) of the votes of the Owners and the presence of the Class C member. If the required quorum is not forthcoming at the meeting, the meeting may be adjourned to another time no sooner than one week nor later than one month from that date. At any such reconvening of any adjourned meeting, the quorum requirement shall be reduced by 50%.

The quorum for all other meetings of members shall be the presence at meetings of members in person or by proxy who are entitled to cast one-tenth of the votes of the members then outstanding.

Section 2. Notice. Any notice required to be given to Owners or Members by the Declaration, the Articles of Incorporation or these By-Laws shall be in writing and a copy of such notice shall be mailed, first class postage prepaid, to each Member or Owner at the address last appearing on the books of the Association, or supplied by such member for the purpose of notice.

Notice for meetings where action by Owners is required by the Declaration shall be given to Owners at least twenty-five (25) days and no more than fifty (50) days prior to such meeting. Notice of all other meetings of members shall be provided to members at least ten (10) days before such meeting.

Notice of meetings shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

Section 3. Necessary Vote. When a quorum is present at any meeting of Owners or Members, the vote of a majority of Owners or Members present, in person or represented by proxy, shall decide any question brought before such meeting unless the question is one upon which, by express provision of the Declaration, the Articles of Incorporation or these By-Laws, a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 4. Voting in Person or by Proxy. At all meetings of the Members or Owners, each Member or Owner, as the case may be, having the right to vote shall be entitled to vote in person or by proxy appointed by an instrument in writing signed by such Member or Owner, such proxy shall only be valid for such meeting or subsequent adjourned meetings thereof and shall be filed with the Secretary prior to such meeting.

Section 5. Suspension of Voting Rights. The voting rights of any Member subject to assessments under the Declaration may be suspended by action of the Board of Directors during the period when any such assessment validly levied against such Member shall remain unpaid; but upon payment of any such assessment, the voting rights and privileges of such Member or Owner shall automatically be restored.

ARTICLE VI

Board of Directors. The number of Directors, their terms of office, the apportionment of the Board between appointed and elected Directors, the method of their nomination and election, provisions regarding resignation and removal, the filling of vacancies occurring from time to time and compensation shall be as stated in the Articles of Incorporation.

ARTICLE VII

Meetings of Directors. Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held without notice, at such place and hour and as often as may be fixed from time to time by resolution of the Board.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days' notice delivered in person or by telephone or telegraph to each Director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business.

Section 4. Executive Sessions. All meetings of the Board shall be open to observers, except the President may call the Board into executive session on matters of personnel or for hearings on infractions of published rules and regulations. Any action taken by the Board in executive session shall be recorded in the minutes of the Association.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE VIII

Powers and Duties of the Board of Directors. Section 1. Powers. The Board of Directors shall have power to:

(a) exercise for the Association all powers, duties and authority vested in or delegated to this Association by law, the Declaration, or any Supplementary Declaration and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(b) employ a manager, an independent contractor or such other employees as they deem necessary, and to prescribe their duties;

(c) suspend the right to use the Common Areas, including recreational facilities of an Owner or Member during any period in which such Owner or Member shall be in default for more than thirty (30) days after notice in the payment of any assessment levied by the Association. Such right may also be suspended for Owners or Members, after notice and hearing, for a period not to exceed 180 days for infraction of the Declaration or the Book of Resolutions;

(d) designate depositories for Association funds, designate those officers, agents and/or employees who shall have authority to withdraw funds from such accounts on behalf of the Association, and cause such persons to be bonded, as it may deem appropriate;

(e) shall have a right to cause the lien against any property for which assessments are not paid within thirty (3) days after due date to be foreclosed or cause an action at law to be brought against the Owner personally obligated to pay the same;

(f) enter into mortgage agreements and obtain capital debt financing subject to the provisions of the Articles.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause the Common Areas to be maintained in good, clean, attractive and sanitary condition, order and repair;

(b) adopt and publish rules and regulations including fees, if any, governing the use of the Common Area and facilities, and the personal conduct of the Members and Owners and their guests thereon, and to include these in the Book of Resolutions;

(c) cause to be kept a complete record of all its corporate affairs including the Book of Resolutions, make such records available for inspection by any Member or his agent and present an annual statement thereof to the Members;

(d) supervise all officers, agents and employees of the Association and see that their duties are properly performed;

(e) issue upon demand by any Member a certificate setting forth whether or not any assessment upon his property has been paid and giving evidence thereof for which a reasonable charge may be made;

(f) hold a public hearing on the proposed annual budget and approve the annual budget by a majority vote of the Directors;

(g) by a two-thirds vote of the Directors, fix annual general and parcel assessments at an amount sufficient to meet the obligations imposed by the Declaration and all Supplementary Declarations;

(h) annually set the date(s) assessments are due and decide what, if any, interest rate is to be applied to assessments which remain unpaid thirty (30) days after they become due,

(i) send written notice of each assessment to every Owner or Member subject thereto at least thirty (30) days in advance of the due date of the annual assessment or first installment thereof;

(j) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(k) appoint such committees as are prescribed in Article X;

(l) exercise their powers and duties in good faith, with a view to the interests of the Association and to this end adopt appropriate guidelines for action on matters where a potential conflict of interest may exist.

ARTICLE IX

Officers. Section 1. Enumeration of Officers. The officers of this Association shall be a president who shall at all times be a member of the Board of Directors, one or more vice-presidents, a secretary, and a treasurer, and such other officers as the Board of Directors may from time to time by resolution create.

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Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors after the filing of the Articles of Incorporation and thereafter at the annual meeting of the Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board of Directors and each shall hold office for one (1) year or until his successor is duly elected and qualified unless he shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 4. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall

serve for the remainder of the term of the officer he replaces.

Section 6. Multiple Offices. The offices of President and Secretary may not be held by the same person, but other offices may be held by one and the same person.

Section 7. Duties. The duties of the officers are as follows:

(a) The President shall preside at all meetings of the Board of Directors and of the Association; shall see that orders and resolutions of the Board are carried out, shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all promissory notes and contracts as the Board may approve from time to time.

(b) The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such duties as may be required of him by the Board.

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; maintain the Book of Resolutions; keep the corporate seal of the Association and affix it on all papers requiring said seal; send notices to Members and Owners as provided in Article V; keep appropriate current records showing the Members of the Association together with their addresses; and shall perform such other duties as required by the Board.

(d) The Treasurer shall cause all monies of the Association to be deposited in appropriate accounts and disbursed therefrom as directed by resolution of the Board of Directors; shall co-sign any promissory notes and contracts; keep proper books of account; cause an annual audit of the Association books to be made by a certified public accountant at the completion of each full fiscal year; and shall be the chief officer responsible for the preparation of an annual budget and a statement of income and expenditures to be presented to the Board and to the membership at its regular annual meeting.

ARTICLE X

Committees. Section 1. Elections Committee. The Board shall appoint an Elections Committee no later than two (2) months prior to the annual meeting date. The Committee shall consist of a Chairman who may not be a Director, and at least four (4) Members, none of whom shall be candidates for office. It shall be the duty of the Committee to provide supervision of the nomination and election of Directors in accordance with procedures adopted by the Board and placed in the Book of Resolutions.

Section 2. Parcel Committee(s). Annually, the Board shall appoint a Parcel Chairman from each Parcel within the Properties. The Chairman shall appoint four (4) other Owners within each Parcel to serve as Members. It shall be the duty of the Committee to advise the Board each year on the proposed budget for maintaining and operating the Common Areas and providing services in the Parcel. The Committee also shall perform such other duties as may be assigned by the Board.

Section 3. Other Committees. The Board shall appoint such other committees it deems appropriate to carrying out its purposes.

ARTICLE XI

Fiscal Year. The fiscal year of the Association shall begin on the first day of January of every year, except that the first fiscal year shall begin on the date of incorporation.

ARTICLE XII

Architectural and Land Preservation Board. Section 1. Composition. An Architectural and Land Preservation Board (ALPB) is hereby created which shall be comprised of a Chairman and two or more members, all of whom shall be appointed by the Developer. A quorum for Board action shall be three members. The members of such Board shall serve three-year terms but may be removed by the Developer at its pleasure. At such time as there is no longer a Class C member of the Association, the ALPB shall be appointed by the Board of Directors.

Section 2. Duties. It shall be the duty of the ALPB to regulate the external design, appearance, location and maintenance of the Properties and of improvements thereon and to regulate such uses of property, as prescribed in the Declaration.

Section 3. Procedures. The ALPB shall formulate general guidelines and procedures and submit them for confirmation to the Board of Directors. Such guidelines and procedures shall be considered adopted policy of the Board unless rejected by a two-thirds (2/3) vote of the Board within thirty (30) days of the date of submittal. The adopted guidelines and procedures shall be incorporated in the Book of Resolutions and the Committee shall act in accordance with such guidelines and procedures. Any applicant shall have a right to appeal any decision of the ALPB rendered pursuant to Article V of the Declaration to the Board provided written notice of such appeal is filed with the Secretary within ten (10) days of the receipt by such Owner or Member of a decision of the ALPB. Upon the filing of any such appeal, the Board shall schedule a hearing after at least ten (10) days written notice to the Member or Owner stating the time and place of such hearing. At any such meeting, the Board may by a vote of two-thirds (2/3) of the membership of the entire Board, overrule the ALPB.

ARTICLE XIII

Amendments. Section 1. These By-Laws may be amended:

(a) by a vote of two-thirds of the Directors at any meeting of the Directors duly called for that purpose, provided notice of the meeting and the proposed amendments has been given to the Board and to the Members at least fifteen (15) days prior to the meeting, or

(b) at the annual meeting of the Members, by a vote of a majority of the votes of the Members who are voting in person or by proxy and with

the consent of the Class C Members.

Should the Federal Housing Administration or the Veterans Administration have any legal interest, either shall have the right to veto amendments while there is a Class C membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

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DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION, made this 27th day of July, 1981, by POWHATAN ENTERPRISES, INC., a Virginia Corporation, hereinafter called Developer.

W I T N E S S E T H :

WHEREAS, Developer is presently the owner of the real property in James City County, Virginia, west of the City of Williamsburg, shown on the hereinafter referred to Master Plan of Powhatan of Williamsburg Secondary, and desires to create thereon a planned community to be known as Powhatan of Williamsburg Secondary (referred to herein as "Powhatan") of high environmental quality, respecting existing natural amenities, ecologically sensitive areas and important historic elements and intends to develop the community in accordance with the Master Plan hereinafter defined; and

WHEREAS, Developer desires to provide for the preservation and enhancement of the property values, amenities and opportunities in said community and for the maintenance of the Properties and improvements thereon; and to this end, desires to subject a portion of the real property presently owned by it described on Exhibit "A" together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and the owners thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of owning, maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created and promoting the recreation, health, safety and welfare of the residents; and

WHEREAS, Developer has incorporated under the laws of the State of Virginia the Powhatan Community Services Association as a non-profit corporation for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the Developer declares that the real property described in Exhibit "A" attached hereto, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

Definitions. Section 1. "Declaration" shall mean the covenants, conditions and restrictions and all other provisions herein set forth in this entire Document, as same may from time to time be amended.

Section 2. "Association" shall mean and refer to Powhatan Community Services Association, its successors and assigns.

Section 3. "Developer" shall mean and refer to Powhatan Enterprises, Inc., and its assigns, together with any successor to all or substantially all of its business of developing the Properties.

Section 4. "Powhatan Master Plan" shall mean and refer to the conceptual Master Plan of Powhatan prepared by Langley and McDonald, Engineers, Planners and Surveyors, Virginia Beach, Virginia, dated April 1978, consisting of (i) map plan drawing and (ii) written statement of overall recreational concept, as may be revised from time to time by agreement between developer and Planning Department of James City County, Virginia.

Section 5. "The Properties" shall mean and refer to all real property described on Exhibit "A" attached hereto, together with such other real property as may from time to time be annexed thereto under the provisions of Article II hereof.

Section 6. "Common Area" shall mean and refer to those areas of land now or hereafter conveyed to the Association or shown on any recorded subdivision plat of the Properties and improvements thereon, which are intended to be devoted to the common use and enjoyment of the Members.

Section 7. "Living Unit" shall mean and refer to any portion of a structure situated upon the Properties designed and intended for use and occupancy as a residence by a single family.

Section 8. "Lot" shall mean and refer to any plat of land shown upon any recorded subdivision map of the Properties with the exception of Common Area as heretofore defined. The term shall include a condominium Living Unit where such may occur.

Section 9. "Multifamily Structure" shall mean and refer to a structure with two or more Living Units under one roof, except when such Living Unit is situated upon its own individual Lot as defined herein.

Section 10. "Owner" shall mean and refer to the record owner, whether one or more persons, or entities, of the fee simple title to any Lot including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 11. "Occupant" shall mean and refer to the occupant of a Living Unit who shall be either the Owner or a lessee who holds a written lease having an initial term of at least twelve (12) months.

Section 12. "Parcel" shall mean and refer to all platted subdivisions of one or more Lots which are subject to the same Supplementary Declaration.

Section 13. "Supplementary Declaration" shall mean any declaration of covenants, conditions and restrictions which may be recorded by the Developer, which extends the provisions of this Declaration to a Parcel and contains such complementary provisions for such Parcel as are herein required by this Declaration.

Section 14. "Book of Resolutions" shall mean and refer to the document containing rules and regulations and policies adopted by the Board of Directors as same may be from time to time amended.

Section 15. "Board of Directors" shall mean the then duly constituted board of directors of the Association.

Section 16. "Member" shall mean any Owner and any lessee of a Living Unit constructed on any Lot who holds a written lease having an initial term of at least twelve (12) months.

Section 17. "Limited Common Area" shall mean and refer to those areas of land now or hereafter conveyed to the Association or shown on any recorded subdivision plat of the Properties and improvements thereon, which are intended to be devoted to the common use and enjoyment of those Members with respect to Living Units located within the Parcel to which the use of said Limited Common Area is restricted, in accordance with the terms of the Supplementary Declaration applicable to that Parcel.

The term Limited Common Area shall refer both to areas which are restricted to all Members located within a single Parcel, and to areas restricted to the use of less than all of the Members located within a single Parcel.

ARTICLE II

Property Subject to This Declaration and Additions Thereto.

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

Section 2. Additions to Existing Property. Added properties may become subject to this Declaration in the following manner:

(a) Additions by the Developer. The real property described in Exhibit "A" attached hereto is the first phase of the planned community known as Powhatan, as contemplated by the Powhatan Master Plan. The Developer, its successors and assigns, shall have the

right to bring within the scheme of this Declaration additional properties in future stages of development which are a portion of Powhatan as illustrated in the Powhatan Master Plan. The properties thus added shall include but not be limited to areas and facilities (including lakes, trails, community and recreation areas and facilities and the like) which are devoted to the common use and enjoyment of all Members.

(b) Other Additions. Additional lands may be annexed to the Existing Property upon approval in writing of the Developer and of the Association, pursuant to a majority of votes of the Owners who are voting in person or by proxy at a regular meeting of the Association or at a meeting duly called for this purpose.

The additions authorized under subsections (a) and (b) shall be made by the recording of one or more duly executed and acknowledged Supplementary Declarations of covenants and restrictions with respect to the additional property or, with respect to areas or facilities devoted to the common use and enjoyment of all Members, by deed of conveyance to the Association. The covenants for assessments set forth in Article IV of this Declaration shall be deemed to include the maintenance, operation and improvement of that portion of such additional properties devoted to common use and enjoyment of all Members from and after the time such properties are thus added.

(c) Mergers. No merger or consolidation shall affect any revocation, change or addition to the covenants established by this Declaration within the existing property and in such event, the surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Existing Property together with the covenants and restrictions established upon any other properties as one scheme.

ARTICLE III

Common Area. Section 1. Obligations of the Association. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

Section 2. Owners' and Members' Rights of Enjoyment. Subject to the provisions hereof, every Owner shall have a right of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, and every Member shall have a right of enjoyment in the Common Area.

Section 3. Extent of Owners' and Members' Easements. The Owners' and Members' easements of enjoyment created hereby shall be subject to the following:

(a) the right of the Association to establish reasonable rules and to charge reasonable admission and other fees for the use of the Common Area by guests of Owners and Members.

(b) the right of the Association to suspend the right of an Owner to use any portion of its facilities for any period during which any assessment against his Lot remains unpaid for more than thirty (30) days after notice; the right of the Association to suspend the right of a Member or Owner to use any portions of its facilities for a period not to exceed one hundred eighty (180) days for any other infraction of this Declaration or the Books of Resolutions which 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 Member or Owner together with a statement of the infraction complained of and the manner of its correction.

(c) the right of the Association to mortgage any or all of the facilities constructed on the Common Area for the purposes of improvements or repair to Association land or facilities.

(d) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be desired by the Association.

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

Section 5. Damage or Destruction of Common Area by Owner. In the event any Common Area is damaged or destroyed by an Owner or his tenants or any of their guests, licensees, agents or members of their families, the Owner does hereby authorize the Association to repair such damaged area. The Association shall repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association in the discretion of the Association. The costs of such repairs shall become a Special Assessment upon the Lot of such Owner.

Section 6. Title to Common Area. The Developer may retain the legal title to the Common Area or portion thereof until such time as it has completed improvements thereon, but notwithstanding any provision herein, the Developer hereby covenants that it shall convey the Common Area to the Association, free and clear of all liens and financial encumbrances, not later than two years from the date such Common Area or portion thereof is subjected to this Declaration. Members and Owners shall have all the rights and obligations imposed by the Declaration with respect to portions of

the Common Area from and after the time such portions of the Common Area are subjected to this Declaration, except that prior to such conveyance the Association shall be liable for payment of taxes, insurance and maintenance costs with respect thereto.

Section 7. Obligations of the Association. The Association, subject to the rights of the Owners set forth in the Declaration as it may be amended from time to time, any Supplementary Declaration which may be applicable, or any deed, shall be responsible for the exclusive management and control of the Limited Common Areas and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

Section 8. Owners' and Members' Rights of Enjoyment. Subject to the provisions hereof, every Owner who is entitled to the use of a Limited Common Area shall have a right of enjoyment in and to the Limited Common Area which shall be appurtenant to and shall pass with the title to every Lot, and every Member who is entitled to the use of a Limited Common Area shall have a right to enjoyment in the Limited Common Area.

Section 9. Extent of Owners' and Members' Easements. The Owners' and Members' easements of enjoyment created hereby shall be subject to the following:

(a) the right of the Association to establish reasonable rules and to charge reasonable admission and other fees for the use of the Limited Common Area by guests of Owners and Members.

(b) the right of the Association to suspend the right of an Owner to use any portion of its facilities for any period during which any assessment against his Lot remains unpaid for more than thirty (30) days after notice; the right of the Association to suspend the right of a Member or Owner to use any portions of its facilities for a period not to exceed one hundred eighty (180) days for any other infraction of this Declaration or the Books of Resolutions which 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 Member or Owner together with a statement of the infraction complained of and the manner of its correction.

(c) the right of the Association to mortgage any or all of the facilities constructed on the Limited Common Area for the purposes of improvements or repair to Association land or facilities.

(d) the right of the Association to dedicate or transfer all or any part of the Limited Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be desired by the Association.

Section 10. Delegation of Use. Any Member may delegate his right of enjoyment to the Limited Common Area and facilities to the members of his family and to his guests subject to such general regulations as may be established from time to time by the Association, and included within the Books of Resolutions.

Section 11. Damage or Destruction of Limited Common Area by Owner. In the event any Limited Common Area is damaged or destroyed by an Owner or his tenants or any of their guests, licensees, agents or members of their families, the Owner does hereby authorize the Association to repair such damaged area. The Association shall repair said damaged area in a good workman-like manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association in the discretion of the Association. The costs of such repairs shall become a Special Assessment upon the Lot of such Owner.

Section 12. Title to Limited Common Area. The Developer may retain the legal title to the Limited Common Area or portion thereof until completion of improvements thereon, the notwithstanding any provision herein, the Developer hereby covenants that it shall convey the Limited Common Area to the Association, free and clear of all liens and financial encumbrances but subject to any licenses for use which may have been reserved, not later than two years from the date such Limited Common Area or portion thereof is subjected to this Declaration. Members and Owners shall have all the rights and obligations imposed by the Declaration with respect to portions of the Limited Common Area from and after the time such portions of the Limited Common Area are subjected to this Declaration, except that prior to such conveyance the Association shall be liable for payment of taxes, insurance and maintenance costs with respect thereto.

Section 13. Assessments with Respect to Limited Common Areas. Each Owner of any Lot, by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association such assessments as shall be levied with respect to Limited Common Areas applicable to the Parcel wherein such Owner's Lot is located.

Such assessments shall be those established in accordance with Section 3 and 5 of Article IV hereof, and Section 2 of Article VII hereof.

Assessments with respect to Limited Common Areas shall be limited to those Owners located within the Parcel to which such Limited Common Areas are applicable, in accordance with the terms of the Supplementary Declaration applicable to that Parcel.

ARTICLE IV

Covenant for Maintenance Assessments. Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer hereby covenants, and each Owner of any Lot by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association the following: (1) annual general assessments or charges, (2) special assessments for capital improvements, (3) annual or special parcel assessments or charges, such assessments to be established and collected as hereinafter provided, and (4) special assessments provided for in Article IV Section 5 and Article VII Section 2 hereof.

All such assessments, together with interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest thereon and costs of collection thereof, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. No Owner may waive or otherwise avoid liability for the assessments provided herein by nonuse of the Common Area or Limited Area or abandonment of his Lot.

Section 2. General Assessment.

(a) Purpose of Assessment. The general assessment levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Properties, to enhance the environment, and, in particular for the improvement, maintenance and operation of the Common Area and facilities together with such Areas and facilities as may from time to time be designated as future Common Areas.

(b) Basis for Assessment.

(1) Lots. Each lot upon which there has been erected a living unit which is certified for occupancy by James City County shall be assessed at a uniform rate. All other lots which have been conveyed to an Owner other than the Developer shall be assessed at a uniform rate not to exceed one hundred percent (100%) of the rate for lots upon which there are living units certified for occupancy.

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

(c) Maximum Annual Assessment.

(1) Until January 1, 1982, the maximum annual general assessment shall not exceed \$240.00 per lot on which there has been erected a living unit certified for occupancy.

(2) From and after January 1st of the third year immediately following the commencement of assessments, the Board of Directors may each year increase the maximum annual assessment rate, to become effective the first day of the next fiscal year.

(3) From and after January 1st of the third year immediately following the commencement of assessments, the assessment basis and/or the maximum annual general assessment may be changed by a vote of the Developer and two-thirds majority of the votes of the Owners who are voting in person or by proxy at a meeting duly called for this purpose.

(d) Method of Assessment. By a vote of a majority of the members of the Board of Directors, the amount of the annual assessments shall be fixed in the manner set forth above, which amount shall be sufficient to meet the obligations imposed by this Declaration and all other obligations created or assumed by the Association with respect to the Properties; provided, however, that such amount shall not exceed the maximum permissible assessment provided above. The Board of Directors shall set the date(s) such amounts shall become due.

Section 3. Parcel Assessments.

(a) Purpose of Assessment. Parcel assessments shall be used for such purposes as are authorized by the Supplementary Declaration for the given Parcel.

(b) Method of Assessment. The assessment shall be levied by the Association against Lots in a Parcel, using the basis set forth in the Supplementary Declaration for the given Parcel, and collected and disbursed by the Association. By a vote of two-thirds of the directors, the Board shall fix the annual parcel assessment for each Parcel, and date(s) such assessments become due.

Section 4. Special Assessment for Capital Improvement. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year and not more than the next five succeeding years for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, including equipment, fixtures and personal property related thereto, provided that any such assessment shall have the assent of the Developer and of a majority of the votes of the Owners who are voting in person or by proxy at a special meeting duly called for that purpose.

Section 5. Special Parcel Assessment for Capital Improvement. In addition to the annual assessments authorized above, the Association may levy in any assessment year, for that year and not more than the next five succeeding years, a special assessment against the Lots of the Parcel for the purpose of defraying, in whole or in

part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Parcel for the use and benefit of the Owners of Lots in such Parcel, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of the Developer and a majority of the votes of the Owners of Lots in the Parcel who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6. Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence with respect to any lot or living unit within a Parcel on the first day of the month following conveyance of the first Lot in the Parcel to an Owner who is not the Developer. The initial annual assessment on any Lot or Living Unit shall be adjusted according to the number of whole months remaining in the fiscal year.

Section 7. Effect of Nonpayment of Assessments; Remedies of Association. Any assessment not paid within thirty (30) days after the due date may upon resolution of the Board of Directors, bear interest from the due date at the maximum contract interest rate provided by law. The lien of the assessments provided for herein, whether or not notice has been placed of record as hereinafter provided, may be foreclosed by a bill in equity in the same manner as provided for the foreclosure of mortgages, vendor's liens, and liens of similar nature. A statement from the Association showing the balance due on any assessment shall be prima facie proof of the current assessment balance and delinquency, if any, due on a particular Lot. The Association may bring an action at law against any Owner personally obligated to pay the same, either in the first instance or for deficiency following foreclosure, and interest and costs of any such action (including reasonable attorney's fees) shall be added to the amount of such assessment.

Section 8. Lien for Payment of Assessments and Subordination of Lien to First and Second Mortgages. There shall be a continuing lien upon each of the individual Lots herein, in order to secure the payment of any of the assessments provided under this Declaration, but such lien shall be at all times subject and subordinate to any first or second mortgages or deed of trust placed on the property at any time; except that, at such time as the Association places to record a notice of delinquency as to any particular Lot at such place as instruments of conveyance and liens are recorded for such Lot on a form prescribed by the Board of Directors, then, from time of recordation of said notice the lien of such delinquent assessments in the amount stated in such notice shall from that time become a lien prior to any first or second mortgages or deeds of trust placed of record subsequent to the date of said notice in the same manner as the lien of a docketed judgment in the State of Virginia. Sale or transfer of any Lot shall not affect any lien provided for hereunder.

Section 9. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (1) all properties dedicated and accepted by a public authority and devoted to public use; (2) all Common Areas; (3) all Limited Common Areas; and (4) all properties exempted from taxation by state or local governments upon the terms and to the extent of such legal exemption.

Section 10. Annual Budget. The Board shall adopt an annual budget for the subsequent fiscal year, which shall provide for allocation of expenses in such a manner that the obligations imposed by the Declaration and all Supplementary Declarations will be met.

ARTICLE V

Architectural Control. Section 1. Architectural and Land Preservation Board. An Architectural and Land Preservation Board (hereinafter called "ALPB") consisting of three or more persons shall be appointed by the Developer. At such time as the Developer's membership expires, the ALPB shall be appointed by the Board of Directors.

Section 2. Purpose. In accordance with the provisions of Article XII of the Powhatan Community Services Association By-Laws, the ALPB shall regulate the external design, appearance, use, location, and maintenance of the Properties and of improvements thereon in such a manner so as to preserve and enhance values, to maintain a harmonious relationship among structures and the natural vegetation and topography, and to conserve existing natural amenities, ecologically sensitive areas and important historic elements.

Section 3. Conditions. No improvements, alterations, repairs, change of paint colors, excavations, changes in grade or other work which in any way alters the exterior of any property or the improvements located thereon from its natural or improved state existing on the date such property was first conveyed in fee by the Developer to an Owner shall be made or done without the prior approval of the ALPB, except as otherwise expressly provided in this Declaration. No building, fence, wall, residence, or other structure shall be commenced, erected, improved, altered, made or done without the prior written approval of the ALPB.

Section 4. Procedures. In the event the ALPB fails to approve, modify or disapprove in writing an application within thirty (30) days after plans and specifications have been submitted in writing to it, in accordance with adopted procedures, approval will be deemed granted. The applicant may appeal an adverse ALPB decision to the Board of Directors, who may reverse or modify such decision by a two-thirds (2/3) vote of the directors.

ARTICLE VI

Use of Property. Section 1. Protective Covenants.

(a) General Restrictions. All Lots within the Properties shall be developed in accordance with the Powhatan Master Plan.

(b) Other Restrictions. All Lots within the Properties shall be subject to the standards established by the ALPB.

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

(2) to implement the purposes of the Powhatan Master Plan and of Article V, Section 2 and Section 4 of this Article;

(3) to interpret the covenants in this section, including but not limited to rules to regulate animals, antennas, storage and use of recreational vehicles, storage and use of machinery, use of outdoor drying lines, trash containers, planting, maintenance and removal of vegetation.

Upon or before conveyance of the first Lot in any Parcel, the ALPB shall adopt the general rules and standards appropriate to that Parcel. Such general rules may be amended by a two-thirds (2/3) vote of the ALPB following a public hearing, for which due notice has been provided, and pursuant to an affirmative vote of two-thirds (2/3) of the Board of Directors. All such general rules and any subsequent amendments thereto shall be placed in the Book of Resolutions.

(c) Residential Use. All property designated for residential use shall be used, improved and devoted exclusively to residential use. Nothing herein shall be deemed to prevent the owner from leasing a Living Unit to a single family, subject to all of the provisions of the Declaration. As used herein the term "single family" is defined to include only persons related by blood or lawful marriage.

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

(e) Nuisances. No nuisance shall be permitted to exist or operate upon any property so as to be detrimental to any other property in the vicinity thereof or to its occupants.

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

Section 2. Maintenance of Property. Each Owner shall keep all Lots owned by him and all frontage extending from the Lot lines to the edge of pavement and all improvements therein or thereon free of debris and in good order and repair, including, but not limited to the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, excluding repair or replacement of paved swales, all in a manner and with such frequency as is consistent with good property management and so as not to detract from the overall beauty of the Properties and health and safety of Powhatan residents. In the event an Owner of any Lot shall fail to maintain the premises and the improvements situated thereon as provided herein, the Association, after notice to the Owner as provided in the By-Laws shall have the right to enter upon said Lot to correct any violation of this section stated in such notice. All costs related to such correction, repair or restoration may become a Special Assessment upon such Lot in the discretion of the Board of Directors, which shall notify the Owner of such Lot in writing in the event of the imposition of any such special assessment by the Board.

Section 3. Utility and Drainage Easements. The Developer reserves unto itself, its successors and assigns, a perpetual, alienable easement and right of way

(i) to construct, maintain, inspect, replace and repair electric and telephone poles, wires, cables, conduits, sewers, pipes, water mains, other suitable equipment and facilities for the conveyance of water, sewer, gas, telephone, electricity, television, cable, communications or other utilities or public conveniences on, over and under the rear ten (10) feet of each Lot and such other areas as may be designated for such purposes on appropriate recorded plats of subdivision, and

(ii) for storm and surface water drainage, including the right to construct, maintain, inspect, replace and repair pipes, ditches, culverts and other suitable facilities for the disposition of storm and surface water drainage, on, over and under the rear ten (10) feet of each Lot and seven and one-half (7½) feet along both sides of each Lot, and such other areas as may be designated for such purposes on appropriate recorded plats of subdivision. The easements provided in this Section 3(i) and (ii) shall include the right of ingress and egress thereto, and the right to cut any trees, brush and shrubbery, make any grading of soil, and take other similar action reasonably necessary to provide economical and safe utility installation and drainage facilities. The rights herein reserved may be

exercised by any licensee of the Developer, but shall not be deemed to impose any obligation upon the Developer to provide or maintain any utility or drainage services.

Section 4. Landscape Protection Zones and Scenic Easements. It is the intent of the Developer to establish Landscape Protection Zones to be designated on plats hereafter filed for record in the Office of the Clerk of James City County. The ALPB shall establish restrictions for use of areas so designated, and scenic easements in order to protect natural streams and water supplies, to maintain and enhance the conservation of natural and scenic resources, to promote the conservation of soils, wet lands, beaches, tidal marshlands, wildlife, game and migratory birds, enhance the value of abutting and neighboring forests, wildlife preserves, natural reservations or sanctuaries or other open areas and open spaces, and to afford and enhance recreation opportunities, preserve historical sites, and implement generally the Powhatan Master Plan for development. The Developer hereby reserves the right of access upon such designated areas for the establishment and maintenance of improvements thereto.

Section 5. Historical Artifacts. The Developer hereby retains ownership rights to any historical artifacts discovered on or in any portion of the Properties. In the event such artifacts are discovered, before such artifacts shall be disturbed or removed notice shall be given to the Developer, and the Owner shall cooperate fully with the Developer to allow such artifacts to be removed.

ARTICLE VII

General Provisions. Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty-five (35) years from the date this Declaration is recorded.

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

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

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

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

Section 6. Release of Negative Reciprocal Easements. All Owners acknowledge that the Developer owns real estate in James City County, Virginia, which may in some areas be contiguous to the Properties and may be shown on the Master Plan. No real estate shall be included within the scheme of this Declaration, however, except the Properties and any additional properties added pursuant to Article II, Section 2 hereof as and when such properties are added. Each Owner, by his acceptance of this Declaration or the deed to his Lot, waives any right and interest he may have (i) in and to real estate not covered by this Declaration and (ii) to the enforcement of all or any portion of this Declaration, any Supplemental Declaration, and the Book of Resolutions against any such real estate.

IN WITNESS WHEREOF, POWHATAN ENTERPRISES, INC. has caused its name to be signed and its corporate seal to be affixed and attested by its duly authorized officers, all as of the day and year first above written.

POWHATAN ENTERPRISES, INC.

By *Lawrence E. Blanner*
President

ATTEST:

William C. Blanner
Secretary

STATE OF VIRGINIA
City of Newport News, to-wit:

I, *Parula B. Daniels*, a Notary Public in and for the City and State aforesaid, whose commission expires on the *15th* day of *February*, 19*83*, do hereby certify that *Lawrence E. Blanner* and *William E. Blanner*, the President and Secretary, respectively, of POWHATAN ENTERPRISES, INC., whose names are signed to the foregoing writing bearing date on the *27th* day of *July*, 19*81*, have each acknowledged the same before me in my City and State aforesaid.

GIVEN under my hand this *27th* day of *July*, 19*81*.

Parula B. Daniels
Notary Public

EXHIBIT "A"

All those certain lots, pieces or parcels of land, with appurtenances thereunto belonging, situate, lying, and being in Berkeley District, James City County, Virginia, known, designated and described as Lots Numbered ONE (1) through FORTY-NINE (49), inclusive, as shown on that certain plat entitled, "PLAT OF POWHATAN OF WILLIAMSBURG", made by Langley & McDonald, Engineers-Planners-Surveyors, dated October 20, 1980 and recorded May 5, 1981, in Plat Book 36, page 80, in the Clerk's Office of the Circuit Court for the City of Williamsburg and James City County, Virginia, reference to which is here made for a more accurate description.

Phase I - WYTHE

BOOK 215 PAGE 738

SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS

THIS SUPPLEMENTAL DECLARATION, made this 28th day of July, 1981, by POWHATAN ENTERPRISES, INC., a Virginia corporation, hereinafter called "Developer",

W I T N E S S E T H:

WHEREAS, by Declaration of Covenants and Restrictions dated July 27, 1981, (the "Declaration"), Developer declared certain real property in James City County, Virginia as described on Exhibit "A" attached thereto, subject to certain covenants, restrictions, easements, charges and liens; and

WHEREAS, pursuant to the Declaration the Developer was empowered to establish Parcels (as therein defined) by Supplemental Declaration and subject such Parcels to complementary covenants, restrictions, easements, charges and liens;

NOW, THEREFORE, Developer hereby declares that the real property described in Exhibit "A" attached hereto, herein referred to as "the Property" shall constitute a Parcel as contemplated by the Declaration, to be known and designated as "Wythe Section", and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the Declaration and to the following covenants, restrictions, and easements;

ARTICLE I

PROTECTIVE COVENANTS AND RESTRICTIONS

1. Single-Family Residences. No more than one detached private dwelling unit and attendant outbuildings shall be erected on any one lot. The use of such unit for dwelling purposes shall be limited to a single family. A "family" shall include only persons related by blood or lawful marriage.

2. Minimum Dwelling Size. (A) Square Footage: The floor area of the enclosed heated living portion of the main structure on any lot shall not be less than 1,300 square feet for

a one story structure, or not less than 1,800 square feet for any structure of more than one story, without the prior written consent of the Architectural and Land Preservation Board (ALPB). Exceptions or variances to the aforesaid minimum square footage shall be determined in the sole discretion of the ALPB in accordance with standards of quality adopted by the ALPB. A dwelling shall be deemed to be a two-story or split foyer if the upper level has floor area of not less than eighty percent of the lower level. "Enclosed portion" shall mean the interior living space of the structure and does not include basement, garage, breezeways or extended covered areas such as porches, patios and balconies. (B) Unit Length: The maximum frontage of the home at the building line is limited by the side yard requirements. A minimum dimension of 30 feet is normally required for the combined side yards at the front building line. Each side yard must have a minimum dimension of 10 feet unless otherwise authorized by the ALPB. (C) Unit Height: The maximum height for any home is 35 feet as measured from the average exterior grade elevation along the home.

3. Completion of Structures. All structures must be substantially completed in accordance with the plans and specifications approved by the ALPB, within twelve (12) months after construction of the same shall have commenced, except that the ALPB may grant extensions where such completion is made impossible because of matters beyond the control of the Owner or Builder, such as strikes, casualty losses, national emergencies or natural disaster.

4. Lights. The plans and specifications for each structure shall not be approved unless Owner has provided for an automatically operated exterior post light approved by the ALPB at a location designated by the ALPB. Such light will be erected and operated at Owner's cost.

5. Pets. Subject to limitations as may from time to time be set by the ALPB, generally recognized house or yard pets in reasonable numbers, may be kept and maintained at an occupant's residence, provided such pets are not kept or maintained for commercial purposes. All pets must be kept on leash under the control of their owner when they are outside the occupant's premises and must not become a nuisance to other residents, and if such pets are declared a nuisance by the ALPB they shall be removed from the Lot within fifteen (15) days after written request from the ALPB.

6. Signs. No signs of any type shall be displayed to public view on any Lot or the Common Area without the prior written consent of the ALPB, except customary name and address signs, and lawn signs, of not more than four square feet in size, advertising the Lot for sale or rent.

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

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

9. Boats, Trailers, Etc. Overnight parking or storage of boats, motor homes, and all vehicles other than licensed, operable private passenger vehicles shall be in garages or screened enclosures approved by the ALPB, or in areas designated by the Association for such parking or storage. Except for emergency repairs no Owner shall repair or restore or permit others to repair or restore any vehicle, boat or trailer upon any portion of the Parcel except in garages or screened enclosures approved by the ALPB. No stripped down, partially wrecked, inoperable or junk motor vehicles or sizable part thereof, shall be permitted to be parked, raised on blocks, or otherwise kept

on any Lot or street.

10. Antennae. Exterior television or other antennae, except those approved by the ALPB, are prohibited.

11. Power Boats. The use of gasoline powered motor-boats is prohibited on lakes and ponds within Powhatan; except that the Association or appropriate governmental authority may operate a power boat to provide for public safety.

12. Clothes Drying Equipment. Clothes lines and other clothes drying apparatus shall be screened from public view in a manner approved by the ALPB.

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

14. Septic Systems. No septic system for the disposal of sewage shall be constructed on any Lot except with the consent of the entities at the time furnishing sewage disposal to the Properties.

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

ARTICLE II

GENERAL

1. Definitions. All terms used in this Supplemental Declaration shall be defined in the Declaration.

2. Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty-five (35) years from the date this Declaration is recorded.

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

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

IN WITNESS WHEREOF, POWHATAN ENTERPRISES, INC. has caused its name to be signed and its corporate seal to be affixed and attested by its duly authorized officers, all as of the day and year first above written.

POWHATAN ENTERPRISES, INC.

By [Signature]
President

ATTEST:

[Signature]
Secretary

STATE OF VIRGINIA

City of Newport News, to-wit:

I, EVA D. HINDS, a Notary Public in and for the City and State aforesaid, whose commission expires on the 21st day of November, 1981, do hereby certify that LAWRENCE E. BEAMER and WILLIAM E. BEAMER, President and Secretary, respectively, of POWHATAN ENTERPRISES, INC., whose names are signed on behalf of the corporation to the foregoing writing bearing date on the 28th day of July, 1981, have severally acknowledged the same before me in my City and State aforesaid.

Given under my hand this 6th day of August, 1981.

[Signature]
Notary Public

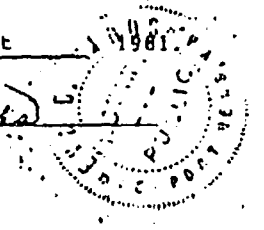


EXHIBIT "A"

All those certain lots, pieces or parcels of land, with appurtenances thereunto belonging, situate, lying, and being in Berkeley District, James City County, Virginia, known, designated and described as Lots Numbered ONE (1) through FORTY-NINE (49), inclusive, as shown on that certain plat entitled, "PLAT OF POWHATAN OF WILLIAMSBURG", made by Langley & McDonald, Engineers-Planners-Surveyors dated October 20, 1980 and recorded May 5, 1981, in Plat Book 36, page 80, in the Clerk's Office of the Circuit Court for the City of Williamsburg and James City County, Virginia, reference to which is here made for a more accurate description.

VIRGINIA: City of Williamsburg and County of James City, to-wit:

In the Clerk's Office of the Circuit Court for the City of Williamsburg and County of James City the 6 day of June, 1981. This deed was *Restraint* presented with the certificate annexed and admitted to record at 11:30 o'clock AM. The taxes imposed by Sect. 58-54 (a) and (b) of the code have been paid.

STATE TAX LOCAL TAX ADDITIONAL TAX
\$ _____ \$ _____ \$ _____
Testa: Fred M. Flanary, Clerk. By Fred M. Flanary
Deputy Clerk

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016264

POWHATAN OF WILLIAMSBURG SECONDARY
PHASE IA (WYTHE SECTION) LOTS 1 AND 2
PHASE VA (WESTOVER SECTION) LOTS 1 THRU 10 AND 89
PHASE IVB (SUSSEX SECTION) LOTS 4-19 AND 22-36

BOOK 765 PAGE 781

SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS

THIS SUPPLEMENTAL DECLARATION, made this 8th day of March 1994 by POWHATAN ENTERPRISES, INC., a Virginia corporation, hereinafter called "Developer".

W I T N E S S E T H:

WHEREAS, by Declaration of Covenants and Restrictions dated 27 July 1981 (the "Declaration"), and duly recorded in the Clerk's Office of the Circuit Court for the City of Williamsburg and County of James City, Virginia, in Deed Book 215, page 722, Developer set forth certain covenants, restrictions, easements, charges and liens applicable to certain real property located in the County of James City, Virginia, more particularly described therein: and

WHEREAS, pursuant to the Declaration, the Developer was empowered to establish Parcels (as therein defined) by Supplemental Declaration and subject such Parcels in complementary covenants, restrictions, easements, charges and liens:

NOW, THEREFORE, Developer hereby declares that the real property described in Exhibit "A" attached hereto, herein referred to as "the Property", shall constitute a Parcel as contemplated by the Declaration, and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the Declaration and to the following covenants, restrictions, and easements;

ARTICLE 1PROTECTIVE COVENANTS AND RESTRICTIONS

1. Single-Family Residences. No more than one detached private dwelling unit and attendant outbuildings shall be erected on any one lot. The use of such unit for dwelling purposes shall be limited to a single family. A "family" shall include only persons related by blood or lawful marriage.

2. Minimum Dwelling Size. (A) Square Footage: The floor area of the enclosed heated living portion of the main structure on any lot shall not be less than 1300 square feet for a one-story structure, or not less than 1800 square feet for any structure of more than one story, without the prior written consent of the Architectural and Land Preservation Board (ALPB). Exceptions or variances to the aforesaid minimum square footage shall be determined in the sole discretion of the ALPB in accordance with standards of quality adopted by the ALPB. A dwelling shall be deemed to be a two-story or split foyer if the upper level has a floor area of not less than eighty percent of the lower level. "Enclosed portion" shall mean the interior living space of the structure and does not include basement, garage, breezeways or extended covered areas such as porches, patios and balconies. (B) Unit Length: The maximum frontage of the home at the building line is limited by the side yard requirements. A minimum dimension of 30 feet is normally required for the combined side yards at the front building line. Each side yard must have a minimum dimension of 10 feet unless otherwise authorized by the ALPB. (C) Unit Height: The maximum height for any home is 35 feet as measured from the average exterior grade elevation along the home.

3. Completion of Structures. All structures may be substantially completed in accordance with the plans and specifications approved by the ALPB within twelve (12) months after construction of the same shall have commenced, except that the ALPB may grant extensions where such completion is made impossible because of matters beyond the control of the Owner or Builder, such as strikes, casualty losses, national emergencies or natural disaster.

4. Lights. The plans and specifications for each structure shall not be approved unless Owner has provided for an automatically-operated exterior post light approved by the ALPB at a location designated by the ALPB. Such lights will erected and operated at Owner's cost.

5. Pets. Subject to limitations as may from time to time be set by the ALPB, generally recognized house or yard pets, in reasonable numbers, may be kept and maintained at an occupant's residence, provided such pets are not kept or maintained for commercial purposes. All pets must be kept on a leash under the control of their owners when they are outside the occupant's premises and must not become a nuisance to other residents, and if any such pets are declared a nuisance by the ALPB they shall be removed from the Lot within fifteen days after written request from the ALPB.

6. No signs of any type shall be displayed to public view on any Lot or the Common Area without the prior written consent of the ALPB, except customary name and address signs, and lawn signs, of not more than four square feet in size, advertising the Lot for sale or rent.

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

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

9. Boats, Trailers, etc. Overnight parking or storage of boats, motor homes, and all vehicles other than licensed, operable private passenger vehicles shall be in garages or screened enclosures approved by the ALPB, or in areas designated by the Association for such parking or storage. Except for emergency repairs no Owner shall repair or restore or permit others to repair or restore any vehicle, boat or trailer upon any portion of the Parcel except in garages or screened enclosures approved by the ALPB. No stripped down, partially wrecked, inoperable or junk motor vehicle or sizable part thereof, shall be permitted to be parked, raised on blocks, or otherwise kept on any Lot or street.

10. Antennae. Exterior television or other antennae, except those approved by the ALPB, are prohibited.

11. Power Boats. The use of gasoline-powered motorboats is prohibited on lakes and ponds within Powhatan; except that the Association or appropriate governmental authority may operate a power boat to provide for public safety.

12. Clothes Drying Equipment. Clotheslines and other clothes drying equipment shall be screened from public view in a manner approved by the ALPB.

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

14. Septic Systems. No septic system for the disposal of sewage shall be constructed on any Lot except with the consent of the entities at the time furnishing sewage disposal to the Properties.

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

ARTICLE II

GENERAL

1. Definitions. All terms used in this Supplemental Declaration shall be defined in the Declaration.

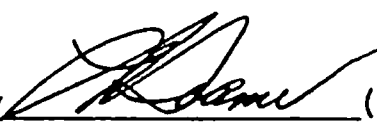
2. Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty-five (35) years from the date of this Declaration is recorded.

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

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

IN WITNESS WHEREOF, POWHATAN ENTERPRISES, INC., has caused its name to be signed and its corporate seal to be affixed and attested by its duly authorized officers, all as of the day and year first above written.

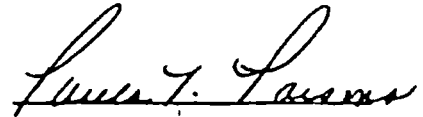
POWHATAN ENTERPRISES, INC.

By  (SEAL)
President

STATE OF VIRGINIA

City of Newport News, to-wit:

The foregoing instrument was acknowledged before me this
8th day of March 1994, by LAWRENCE E. BEAMER, the President of POWHATAN
ENTERPRISES, INC., a Virginia corporation.

A handwritten signature in cursive script, appearing to read "Lawrence E. Beamer". The signature is written in dark ink and is positioned to the right of the main text block.

My commission expires: 9-30-97

EXHIBIT "A"

All those certain lots, pieces or parcels of land, with appurtenances thereto belonging, lying and being in Berkley District, James City County, Virginia, known, designated and described as lots Numbers 1 and 2, inclusive, as shown on that certain plat entitled "PLAT OF POWHATAN OF WILLIAMSBURG SECONDARY, PHASE 1A, SUBDIVISION OF PROPERTY OF POWHATAN ENTERPRISES, INC., JAMES CITY COUNTY, VIRGINIA", made by Langley and McDonald, a Professional Corporation, Engineers-Planners-Surveyors, dated August 22, 1995 and recorded in Plat Book , page , in the Clerk's Office of the Circuit Court for the City of Williamsburg and James City County, Virginia, reference to which is here made for a more accurate description, and Lots Number one (1) and two (2), "PLAT OF POWHATAN OF WILLIAMSBURG SECONDARY, PHASE 1A, SUBDIVISION OF PROPERTY OF POWHATAN OF WILLIAMSBURG SECONDARY, PHASE 1A, SUBDIVISION OF PROPERTY OF POWHATAN ENTERPRISES, INC., JAMES CITY COUNTY, VIRGINIA, made by Langley and McDonald, a Professional Corporation,, Engineers-Planner-Surveyors, and recorded in the aforesaid Clerk's Office.

EXHIBIT "B"

All those certain lots, pieces or parcels of land, with appurtenances thereto belonging, lying and being in Berkley District, James City County, Virginia, known, designated and described as Lots Numbers 1 thru 10 and 89 inclusive, as shown on that certain plat entitled "PLAT OF POWHATAN OF WILLIAMSBURG SECONDARY PHASE VA, SUBDIVISION OF PROPERTY OF POWHATAN ENTERPRISES, INC., JAMES CITY COUNTY, VIRGINIA", MADE BY Langley and McDonald, a Professional Corporation, Engineers-Planners-Surveyors, dated August 22, 1995 and recorded in Plat Book , page , in the Clerk's Office of the Circuit Court for the City of Williamsburg and James City County, Virginia reference to which is here made for a more accurate description, and Lots Number one (1) thru ten (10) and eight nine (89), "PLAT OF POWHATAN OF WILLIAMSBURG SECONDARY, PHASE VA, SUBDIVISION OF PROPERTY OF POWHATAN ENTERPRISES, INC., JAMES CITY COUNTY, VIRGINIA", made by Langley and McDonald, a Professional Corporation, Engineers-Planners-Surveyors, and recorded in the aforesaid Clerk's Office

EXHIBIT "C"

All those lots, pieces or parcels of land, with appurtnances thereto belonging, lying and being in Berkley District, James City County, Virginia known, designated and described as Lots Numbers 4 thru 19 and 22 thru 36 inclusive, as shown on that certain plat entitled PLAT OF POWHATAN OF WILLIAMSBURG SECONDARY, PHASE IV, SUBDIVISION OF PROPERTY OF POWHATAN ENTERPRISES, INC., JAMES CITY COUNTY, VIRGINIA, made by Langley and McDonald, a Proffesional Corporation, Engineers-Planners-Surveyors, dated, August 22, 1995 and recordrd in Plat Book , Page , in the Clerk's Office of the Circuit Court for the City of Williamsburg and James City County, Virginia, reference to which is here made for a more accurate description, and Lots Number four (4) thru nineteen (19) and twenty two (22) thru thirty six (36) "PLAT OF POWHATAN OF WILLIAMSBURG SECONDARY, PHASE IA, SUBDIVISION OF PROPERTY OF POWHATAN ENTERPRISES, INC., JAMES CITY COUNTY, VIRGINIA", made by Lanfley and McDonald, A Proffesional Corporation, Engineers-planners-Surveyors, and recorded in the aforesaid Clerk's Office.

VIRGINIA: City of Williamsburg and County of James City, to Wit:

In the Clerk's office of the Circuit Court of the City of Williamsburg and County of James City the

5 day of Dec. 1995. This Plat was presented with certificate annexed and admitted to record at 12:58 o'clock

Teste: Helene S. Ward, Clerk
by [Signature]
Deputy Clerk

PLAT RECORDED IN
P.B. NO. 103 PAGE 31-33

9670

BOOK 449 PAGE 230

POWHATAN OF WILLIAMSBURG SECONDARY
PHASE II (ESSEX SECTION)
AND
LOTS 17 AND 18 OF PHASE III (THE CLUSTERS)

SECOND SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS

THIS SECOND SUPPLEMENTAL DECLARATION, made this 21st day of September, 1989, by POWHATAN ENTERPRISES, INC., a Virginia corporation, hereinafter called "Developer".

W I T N E S S E T H:

WHEREAS, by Declaration of Covenants and Restrictions dated July 27, 1981 (the "Declaration"), and duly recorded in the Clerk's Office of the Circuit Court for the City of Williamsburg and County of James City, Virginia, in Deed Book 215, page 722, Developer set forth certain covenants, restrictions, easements, charges and liens applicable to certain real property located in the County of James City, Virginia, more particularly described therein; and

WHEREAS, pursuant to the Declaration, the Developer was empowered to establish Parcels (as therein defined) by Supplemental Declaration and subject such Parcels to complementary covenants, restrictions, easements, charges and liens;

NOW, THEREFORE, Developer hereby declares that the real property described in Exhibit "A" attached hereto, herein referred to as "the Property", shall constitute a Parcel as contemplated by the Declaration, and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the Declaration and to the following covenants, restrictions and easements;

ARTICLE I

PROTECTIVE COVENANTS AND RESTRICTIONS

1. Single-Family Residences. No more than one detached private dwelling unit and attendant outbuildings shall be erected on any one lot. The use of such unit for dwelling purposes shall be limited to a single family. A "family" shall include only persons related by blood or lawful marriage.

2. Minimum Dwelling Size. (A) Square Footage: The floor area of the enclosed heated living portion of the main structure on any lot shall not be less than 1300 square feet for a one-story structure, or not less than 1800 square feet for any structure of more than one story, without the prior written consent of the Architectural and Land Preservation Board (ALPB). Exceptions or variances to the aforesaid minimum square footage shall be determined in the sole discretion of the ALPB in accordance with standards of quality adopted by the ALPB. A dwelling shall be deemed to be a two-story or split foyer if the upper level has a floor area of not less than eighty percent of the lower level. "Enclosed portion" shall mean the interior living space of the structure and does not include basement, garage, breezeways or extended covered areas such as porches, patios and balconies. (B) Unit Length: The maximum frontage of the home at the building line is limited by the side yard requirements. A minimum dimension of 30 feet is normally required for the combined side yards at the front building line. Each side yard must have a minimum dimension of 10 feet unless otherwise authorized by the ALPB. (C) Unit Height: The maximum height for any home is 35 feet as measured from the average exterior grade elevation along the home.

3. Completion of Structures. All structures must be substantially completed in accordance with the plans and specifications approved by the ALPB within twelve (12) months after construction of the same shall have commenced, except that the ALPB may grant extensions where such completion is made impossible because of matters beyond the control of the Owner or Builder, such as strikes, casualty losses, national emergencies or natural disaster.

4. Lights. The plans and specifications for each structure shall not be approved unless Owner has provided for an automatically-operated exterior post light approved by the ALPB at a location designated by the ALPB. Such light will be erected and operated at Owner's cost.

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

6. No signs of any type shall be displayed to public view on any Lot or the Common Area without the prior written consent of the ALPB, except customary name and address signs, and lawn signs, of not more than four square feet in size, advertising the Lot for sale or rent.

7. Mailboxes and Newspaper Tubes. Only mailboxes and newspaper tubes meeting the design standards of the ALPB shall be permitted, except for mail depositories which are the property of the U.S. Post Office department.

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

9. Boats, Trailers, etc. Overnight parking or storage of boats, motor homes, and all vehicles other than licensed, operable private passenger vehicles shall be in garages or screened enclosures approved by the ALPB, or in areas designated by the Association for such parking or storage. Except for emergency repairs no Owner shall repair or restore or permit others to repair or restore any vehicle, boat or trailer upon any portion of the Parcel except in garages or screened enclosures approved by the ALPB. No stripped down, partially wrecked, inoperable or junk motor vehicle or sizable part thereof, shall be permitted to be parked, raised on blocks, or otherwise kept on any Lot or street.

10. Antennae. Exterior television or other antennae, except those approved by the ALPB, are prohibited.

11. Power Boats. The use of gasoline-powered motorboats is prohibited on lakes and ponds within Powhatan; except that the Association or appropriate governmental authority may operate a power boat to provide for public safety.

12. Clothes Drying Equipment. Clotheslines and other clothes drying apparatus shall be screened from public view in a manner approved by the ALPB.

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

14. Septic Systems. No septic system for the disposal of sewage shall be constructed on any Lot except with the consent of the entities at the time furnishing sewage disposal to the Properties.

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

ARTICLE II

GENERAL

1. Definitions. All terms used in this Supplemental Declaration shall be defined in the Declaration.


2. Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty-five (35) years from the date this Declaration is recorded.

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

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

IN WITNESS WHEREOF, POWHATAN ENTERPRISES, INC. has caused its name to be signed and its corporate seal to be affixed and attested by its duly authorized officers, all as of the day and year first above written.

POWHATAN ENTERPRISES, INC.

By  (SEAL)
President

STATE OF VIRGINIA

City of Newport News, to-wit:

The foregoing instrument was acknowledged before me
this 21st day of September, 1989, by LAWRENCE E. BEAMER, the
President of POWHATAN ENTERPRISES, INC., a Virginia corporation.



Notary Public

My commission expires:

November 11, 1989

EXHIBIT "A"

All those certain lots, pieces or parcels of land, with appurtenances thereto belonging, lying and being in Berkeley District, James City County, Virginia, known, designated and described as Lots Numbered ONE (1) through THIRTY-SIX (36), inclusive, as shown on that certain plat entitled, "PLAT OF POWHATAN OF WILLIAMSBURG SECONDARY, PHASE II, A SUBDIVISION OF PROPERTY OF POWHATAN ENTERPRISES, INC., JAMES CITY COUNTY, VIRGINIA", made by Langley and McDonald, a Professional Corporation, Engineers-Planners-Surveyors, dated July 7, 1989, and recorded September 21, 1989, in Plat Book 51, page 37-38, 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 accurate description, and Lots Numbered SEVENTEEN (17) and EIGHTEEN (18), as shown on that certain plat entitled, "PLAT OF POWHATAN OF WILLIAMSBURG SECONDARY, PHASE III, A SUBDIVISION OF PROPERTY OF POWHATAN ENTERPRISES, INC., JAMES CITY COUNTY, VIRGINIA", made by Langley and McDonald, a Professional Corporation, Engineers-Planners-Surveyors, and to be recorded in the aforesaid Clerk's Office.

VIRGINIA: City of Williamsburg and County of
James City, VA
I, the Clerk of the Circuit Court for the
City of Williamsburg and County of James City,
do hereby certify that on the 21 day of Sept, 1989, this Plat and
+ Plat and present with certificate annexed and
authenticated at 12:40 o'clock
Tested before me at Williamsburg, Virginia
at 12:40 o'clock
Clerk

PLAT RECORDED IN
P.B. NO. 51 PAGE 37-38

010851

POWHATAN OF WILLIAMSBURG SECONDARY
PHASE III (THE CLUSTERS)
EXCLUDING LOTS 17 AND 18

SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS

THIS SUPPLEMENTAL DECLARATION, made this 29th day of June 1994 by POWHATAN ENTERPRISES, INC., a Virginia corporation, hereinafter called "Developer".

W I T N E S S E T H:

WHEREAS, by Declaration of Covenants and Restrictions dated 27 July 1981 (the "Declaration"), and duly recorded in the Clerk's Office of the Circuit Court for the City of Williamsburg and County of James City, Virginia, in Deed Book 215, page 722, Developer set forth certain covenants, restrictions, easements, charges and liens applicable to certain real property located in the County of James City, Virginia, more particularly described therein: and

WHEREAS, pursuant to the Declaration, the Developer was empowered to establish Parcels (as therein defined) by Supplemental Declaration and subject such Parcels to complementary covenants, restrictions, easements, charges and liens:

NOW, THEREFORE, Developer hereby declares that the real property described in Exhibit "A" attached hereto, herein referred to as "the Property" shall constitute a Parcel as contemplated by the Declaration, and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the Declaration and to the following covenants, restrictions, and easements:

ARTICLE IPROTECTIVE COVENANTS AND RESTRICTIONS

1. Single-Family Residences. No more than one detached private dwelling unit shall be erected on any one lot. The use of such unit for dwelling purposes shall be limited to a single family. A "family" shall include only persons related by blood or lawful marriage.

2. Minimum Dwelling Size. (A) Square Footage: The floor area of the enclosed heated living portion of the main structure on any lot shall not be less than 1300 square feet for a one-story structure, or not less than 1600 square feet for any structure of more than one story, without the prior written consent of the Architectural and Land Preservation Board (ALPB). Exceptions or variances to the aforesaid minimum square footage shall be determined in the sole discretion of the ALPB in accordance with standards of quality adopted by the ALPB. A dwelling shall be deemed to be a two-story or split foyer if the upper level has a floor area of not less than eighty percent of the lower level. "Enclosed portion" shall mean the interior living space of the structure and does not include basement, garage, breezeways or extended covered areas such as porches, patios and balconies. (B) Unit Length: The maximum frontage of the home at the building line shall be as approved by the ALPB. Each side yard must have a minimum dimension of 10 feet unless otherwise authorized by the ALPB. (C) Unit Height: The maximum height for any home is 35 feet as measured from the average exterior grade elevation along the home.

3. Completion of Structures. All structures must be substantially completed in accordance with the plans and specifications approved by the ALPB within twelve (12) months after construction of the same shall have commenced, except that the ALPB may grant extensions where such completion

is made impossible because of matters beyond the control of the Owner or Builder, such as strikes, casualty losses, national emergencies or natural disaster.

4. Lights. The plans and specifications for each structure shall not be approved unless Owner has provided for an automatically-operated exterior post light approved by the ALPB at a location designated by the ALPB. Such lights will be erected and operated at Owner's cost.

5. Pets. Subject to limitations as may from time to time be set by the ALPB, generally recognized house or yard pets, in reasonable numbers, may be kept and maintained at an occupant's residence, provided such pets are not kept or maintained for commercial purposes. All pets must be kept on a leash under the control of their owners when they are outside the occupant's premises and must not become a nuisance to other residents, and if any such pets are declared a nuisance by the ALPB they shall be removed from the Lot within fifteen (15) days after written request from the ALPB.

6. No signs of any type shall be displayed to public view on any Lot or the Common Area without the prior written consent of the ALPB, except customary name and address signs, and lawn signs, of not more than four square feet in size, advertising the Lot for sale or rent.

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

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

9. Boats, Trailers, etc. Overnight parking or storage of boats, motor homes, and all vehicles other than licensed, operable private

passenger vehicles shall be in garages or screened enclosures approved by the ALPB, or in areas designated by the Association for such parking or storage. Except for emergency repairs no Owner shall repair or restore or permit others to repair or restore any vehicle, boat or trailer upon any portion of the Parcel except in garages or screened enclosures approved by the ALPB. No stripped down, partially wrecked, inoperable or junk motor vehicle or sizable part thereof, shall be permitted to be parked, raised on blocks, or otherwise kept on any Lot or street.

10. Antennae. Exterior television or other antennae, except those approved by the ALPB, are prohibited.

11. Power Boats. The use of gasoline-powered motorboats is prohibited on lakes and ponds within Powhatan; except that the Association or appropriate governmental authority may operate a power boat to provide for public safety.

12. Clothes Drying Equipment. Clotheslines and other clothes drying equipment shall be screened from public view in a manner approved by the ALPB.

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

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

ARTICLE II

LIMITED COMMON AREA

1. The Limited Common Area applicable to this Parcel shall be

as designated as such on the Plat.

2. All costs of maintaining and operating the Limited Common Area, including, without limitation, the cost of replacements, improvements, insurance and real estate taxes, shall be assessed as a common expense to be borne equally by all Owners (except for the Developer) of Lots located within the Parcel to which this Supplemental Declaration is applicable. Such Parcel assessments shall be established as provided in Section 3 of Article IV of the Declaration. The initial Parcel assessment shall not exceed \$10.00 per month per unit.

3. There shall be no obstruction of the Limited Common Area.

4. The Association is authorized to adopt rules for the use of the Limited Common Area and furnish the same in writing to the Owners, and there shall be no violation of such rules as are adopted.

ARTICLE III

GENERAL

1. Definitions. All terms used in this Supplemental Declaration shall be defined in the Declaration.


2. DURATION. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty-five (35) years from the date this Declaration is recorded.

3. AMENDMENT. This Declaration may be amended at any time for an instrument of record after the written consent thereto by not less than seventy-five percent of the Owners and the Developer shall have been obtained.

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

IN WITNESS WHEREOF, POWHATAN ENTERPRISES, INC. has caused its name to be signed and its corporate seal to be affixed and attested by its duly authorized officers, all as of the day and year first above written.

POWHATAN ENTERPRISES, INC.

By  (SEAL)
President

STATE OF VIRGINIA

City of Newport News, to-wit:

The foregoing instrument was acknowledged before me this
29 day of June 1994 by LAWRENCE E. BEAMER, the President of
POWHATAN ENTERPRISES, INC., a Virginia Corporation.


Paula T. Parsons

My Commission expires: 4.30.96

EXHIBIT "A"

All those certain lots, pieces or parcels of land, with appurtenances thereto belonging, lying and being in Berkley Magisterial District, James City County, Virginia, and more particularly described as follows:

Lots 1 through 16-inclusive, as shown on the plat of subdivision by Langley and McDonald, a Professional Corporation, Engineers, Planners, Surveyors, dated October 15, 1993 entitled "Plat of The Clusters, Powhatan Secondary, Phase III, a Subdivision of Property of Powhatan Enterprises, Inc., James City County, Virginia," recorded in the Clerk's Office of the Circuit Court of the City of Williamsburg and County of James City, Virginia in Plat Book ____, Page ____

Being a part of the same real estate as that conveyed to Powhatan Enterprises, Incorporated by Deed duly on record in the Clerk's Office of the Circuit Court of James City County, Virginia in the following: Plat Book 30, Page 36; Deed Book 182, Page 416; Plat Book 28, Page 56.

VIRGINIA: City of Williamsburg and County of James City, to Wit:

In the Clerk's office of the Circuit Court of the City of Williamsburg and County of James City, the

30 day of June 1994. This Restraints +
Plat was presented with certificate annexed and admitted to record at 4:06 o'clock

Teste: Helene S. Ward, Clerk

by Helene S. Ward
Deputy Clerk

PLAT RECORDED IN

P.B. NO. 59 PAGE 63-65

POWHATAN OF WILLIAMSBURG SECONDARY
PHASE IV A (SUSSEX SECTION)
LOTS 2, 3, 20, 21 AND 37 THRU 62

SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS

THIS SUPPLEMENTAL DECLARATION, made this 8th day of MARCH
by POWHATAN ENTERPRISES, INC., a Virginia corporation, hereinafter called
"Developer".

W I T N E S S E T H:

WHEREAS, by Declaration of Covenants and Restrictions dated 27
July 1981 (the "Declaration"), and duly recorded in the Clerk's Office
of the Circuit Court for the City of Williamsburg and County of James City,
Virginia, in Deed Book 215, page 722, Developer set forth certain covenants,
restrictions, easements, charges and liens applicable to certain real
property located in the County of James City, Virginia, more particularly
described therein: and

WHEREAS, pursuant to the Declaration, the Developer was empowered
to establish Parcels (as therein defined) by Supplemental Declaration and
subject such Parcels to complementary covenants, restrictions, easements,
charges and liens:

NOW, THEREFORE, Developer hereby declares that the real property
described in Exhibit "A" attached hereto, herein referred to as "the
Property", shall constitute a Parcel as contemplated by the Declaration,
and shall be held, transferred, sold, conveyed and occupied subject to
the covenants, restrictions, easements, charges and liens set forth in
the Declaration and to the following covenants, restrictions, and
easements:

ARTICLE 1PROTECTIVE COVENANTS AND RESTRICTIONS

1. Single-Family Residences. No more than one detached private dwelling unit and attendant outbuildings shall be erected on any one lot. The use of such unit for dwelling purposes shall be limited to a single family. A "family" shall include only persons related by blood or lawful marriage.

2. Minimum Dwelling Size. (A) Square Footage: The floor area of the enclosed heated living portion of the main structure on any lot shall not be less than 1300 square feet for a one-story structure, or not less than 1800 square feet for any structure of more than one story, without the prior written consent of the Architectural and Land Preservation Board (ALPB). Exceptions or variances to the aforesaid minimum square footage shall be determined in the sole discretion of the ALPB in accordance with standards of quality adopted by the ALPB. A dwelling shall be deemed to be a two-story or split foyer if the upper level has a floor area of not less than eighty percent of the lower level. "Enclosed portion" shall mean the interior living space of the structure and does not include basement, garage, breezeways or extended covered areas such as porches, patios and balconies. (B) Unit Length: The maximum frontage of the home at the building line is limited by the side yard requirements. A minimum dimension of 30 feet is normally required for the combined side yards at the front building line. Each side yard must have a minimum dimension of 10 feet unless otherwise authorized by the ALPB. (C) Unit Height: The maximum height for any home is 35 feet as measured from the average exterior grade elevation along the home.

3. Completion of Structures. All structures may be substantially completed in accordance with the plans and specifications approved by the ALPB within twelve (12) months after construction of the same shall have commenced, except that the ALPB may grant extensions where such completion is made impossible because of matters beyond the control of the Owner or Builder, such as strikes, casualty losses, national emergencies or natural disaster.

4. Lights. The plans and specifications for each structure shall not be approved unless Owner has provided for an automatically-operated exterior post light approved by the ALPB at a location designated by the ALPB. Such lights will be erected and operated at Owner's cost.

5. Pets. Subject to limitations as may from time to time be set by the ALPB, generally recognized house or yard pets, in reasonable numbers, may be kept and maintained at an occupant's residence, provided such pets are not kept or maintained for commercial purposes. All pets must be kept on a leash under the control of their owners when they are outside the occupant's premises and must not become a nuisance to other residents, and if any such pets are declared a nuisance by the ALPB they shall be removed from the Lot within fifteen days after written request from the ALPB.

6. No signs of any type shall be displayed to public view on any Lot or the Common Area without the prior written consent of the ALPB, except customary name and address signs, and lawn signs, of not more than four square feet in size, advertising the Lot for sale or rent.

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

8. Trash Receptacles. All trash receptacles shall be concealed in a manner approved by the ALPB.
9. Boats, Trailers, etc. Overnight parking or storage of boats, motor homes, and all vehicles other than licensed, operable private passenger vehicles shall be in garages or screened enclosures approved by the ALPB, or in areas designated by the Association for such parking or storage. Except for emergency repairs no Owner shall repair or restore or permit others to repair or restore any vehicle, boat or trailer upon any portion of the Parcel except in garages or screened enclosures approved by the ALPB. No stripped down, partially wrecked, inoperable or junk motor vehicle or sizable part thereof, shall be permitted to be parked, raised on blocks, or otherwise kept on any Lot or street.
10. Antennae. Exterior television or other antennae, except those approved by the ALPB, are prohibited.
11. Power Boats. The use of gasoline-powered motorboats is prohibited on lakes and ponds within Powhatan; except that the Association or appropriate governmental authority may operate a power boat to provide for public safety.
12. Clothes Drying Equipment. Clotheslines and other clothes drying equipment shall be screened from public view in a manner approved by the ALPB.
13. Trash Burning. Trash, leaves and other similar material shall not be burned without the written consent of the ALPB and all appropriate governmental authorities.
14. Septic Systems. No septic system for the disposal of sewage shall be constructed on any Lot except with the consent of the entities at the time furnishing sewage disposal to the Properties.

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

ARTICLE II

GENERAL

1. Definitions. All terms used in this Supplemental Declaration shall be defined in the Declaration.

2. Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty-five (35) years from the date of this Declaration is recorded.

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

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

IN WITNESS WHEREOF, POWHATAN ENTERPRISES, INC., has caused its name to be signed and its corporate seal to be affixed and attested by its duly authorized officers, all as of the day and year first above written.

POWHATAN ENTERPRISES, INC.

By  (SEAL)
President

STATE OF VIRGINIA

BOOK 674 PAGE 669

City of Newport News, to-wit:

The foregoing instrument was acknowledged before me this
8th day of *March* 19*97*, by LAWRENCE E. BEAMER, the President of POWHATAN
ENTERPRISES, INC., a Virginia corporation.

Elaine M. Swain
~~Paula T. Parsons~~

My commission expires: *9-30-97*

EXHIBIT "A"

All those certain lots, pieces or parcels of land, with appurtenances thereto belonging, lying and being in Berkeley District, James City County, Virginia, known, designated and described as Lots Numbers 2, 3, 20, 21, 37 thru 62 inclusive, as shown on that certain plat entitled PLAT OF POWHATAN OF WILLIAMSBURG SECONDARY, PHASE IV A, SUBDIVISION OF PROPERTY OF POWHATAN ENTERPRISES, INC., JAMES CITY COUNTY, VIRGINIA", made by Langley and McDonald, a Professional Corporation, Engineers-Planners-Surveyors, dated December 20, 1993, and recorded in Plat Book , page , 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 accurate description, and Lots Number two (2), three (3), twenty (20), twenty-one (21), thirty-seven (37) thru sixty-two (62) , PLAT OF POWHATAN OF WILLIAMSBURG SECONDARY, PHASE IV A, SUBDIVISION OF PROPERTY OF POWHATAN ENTERPRISES, INC., JAMES CITY COUNTY, VIRGINIA", made by Langley and McDonald, a Professional Corporation, Engineers-Planners-Surveyors, and to be recorded in the aforesaid Clerk's Office.

VIRGINIA: City of Williamsburg and County of James City, to Wit:

In the Clerk's office of the Circuit Court of the City of Williamsburg and County of James City the

8 day of March 1994. This Plat was presented with certificate annexed and admitted to record at 3.36 o'clock

Teste: Helene S. Ward, Clerk

by Helene S. Ward
Deputy Clerk

PLAT RECORDED IN

P.B. NO. 58 PAGE 94

*Supplemental
Declaration*
for

Powhatan Woods

980 008364

**SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS SUPPLEMENTAL DECLARATION is made this first day of May, 1998 by
POWHATAN ENTERPRISES, INC., a Virginia Corporation, hereinafter called "Developer".

WITNESSETH:

WHEREAS, by Declaration of Covenants and Restrictions dated July 27, 1981 ("Declaration") and duly recorded in the Clerk's Office of the Circuit Court for the City of Williamsburg and County of James City, Virginia, in Deed Book 215, Page 722, Developer sets forth certain covenants, restrictions, easements, charges and liens applicable to certain real property located in the County of James City, Virginia, more particularly described therein, and;

WHEREAS, pursuant to the Declaration, the Developer was empowered to establish Parcels (as therein defined) by Supplemental Declaration and subject such Parcels to complementary covenants, restrictions, easements, charges and liens.

NOW THEREFORE, Developer hereby declares that the real property described in Exhibit A attached hereto, herein referred to as the "Property", shall constitute a Parcel as contemplated by the Declaration, and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the Declaration and to the following covenants, restrictions and easements.

MAY - 6 8 03 01

ARTICLE I

PROTECTIVE COVENANTS AND RESTRICTIONS

1. Single-Family Residences. No more than one detached private dwelling unit and attendant outbuildings shall be erected on any one lot. The use of such unit for dwelling purposes

This document prepared by
Anderson, Franck & Davis, P. C.
1200 Old Colony Lane
Williamsburg, Virginia 23185
(757) 229 7322

shall be limited to a single family. A "family" shall include only persons related by blood or lawful marriage.

2. Minimum Dwelling Size. (A) Square Footage: The floor area of the enclosed heated living portion of the main structure on any lot shall not be less than one thousand three hundred (1300) square feet for a one-story structure, or not less than one thousand eight hundred (1800) square feet for any structure of more than one story, without the prior written consent of the Architectural and Land Preservation Board (ALPB). Exceptions or variances to the aforesaid minimum square footage shall be determined in the sole discretion of the ALPB in accordance with standards of quality adopted by the ALPB. A dwelling shall be deemed to be a two-story or split foyer if the upper level has a floor area of not less than eighty percent of the lower level. "Enclosed portion" shall mean the interior living space of the structure and does not include the basement, garage, breezeways or extended covered areas such as porches, patios and balconies. (B) Unit Length: The maximum frontage of the home at the building line is limited by the side yard requirements. A minimum dimension of thirty (30) feet is normally required for the combined side yards at the front building line. Each side yard must have a minimum dimension of ten (10) feet unless otherwise authorized by the ALPB. (C) Unit Height: The maximum height for any home is thirty five (35) feet as measured from the average exterior grade elevation along the home.

3. Completion of Structures. All structures may be substantially completed in accordance with the plans and specifications approved by the ALPB within twelve (12) months after construction of the same shall have commenced, except that the ALPB may grant extensions where such completion is made impossible because of matters beyond the control of the Owner or Builder, such as strikes, casualty losses, national emergencies or natural disaster.

HAY-688 0302

This document prepared by
Anderson, Frisco & Davis, P.C.
1200 Old Colony Lane
Williamsburg, Virginia 23185
(757) 229-7322

4. Lights. The plans and specifications for each structure shall not be approved unless Owner has provided for an automatically operated exterior post light approved by the ALPB at a location designated by the ALPB. Such lights will erected and operated at Owner's cost.

5. Pets. Subject to limitation as may from time to time be set by the ALPB, generally recognized house or yard pets, in reasonable numbers, may be kept and maintained at an occupant's residence, provided such pets are not kept or maintained for commercial purposes. All pets must be kept on a leash under the control of their owners when they are outside the occupant's premises and must not become a nuisance to other residents, and if any such pets are declared a nuisance by the ALPB they shall be removed from the Lot within fifteen (15)days after written request from the ALPB.

6. Signage. No signs of any type shall be displayed to public view on any Lot or the Common Area without the prior written consent of the ALPB, except customary name and address signs, and lawn signs, of not more than four (4) square feet in size, advertising the Lot for sale or rent.

7. Mailboxes and Newspaper Tubes. Only mail boxes and newspaper tubes meeting the design standards of the ALPB shall be permitted, except for mail depositories which are the property of the U.S. Post Office.

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

9. Boats, Trailers, etc. Overnight parking or storage of boats, motor homes, and all vehicles other than licensed, operable private passenger vehicles shall be in garages or screened enclosures approved by the ALPB, or in areas designated by the Association for such parking or

This document prepared by:
Anderson, Frank & Davis, P. C.
1200 Old Colony Lane
Williamsburg, Virginia 23185
(757) 229 7322

MAY -68 0303

storage. Except for emergency repairs, no Owner shall repair or restore or permit others to repair or restore any vehicle, boat or trailer upon any portion of the Parcel except in garages or screened enclosures approved by the ALPB. No stripped down, partially wrecked, inoperable or junk motor vehicle or sizable part thereof, shall be permitted to be parked, raised on blocks, or otherwise kept on any Lot or street.

10. Antennae. Exterior television or other antennae, except those approved by the ALPB, are prohibited.

11. Power Boats. The use of gasoline-powered motorboats is prohibited on lakes and ponds within Powhatan, except that the Association or appropriate governmental authority may operate a power boat to provide for public safety.

12. Clothes Drying Equipment. Clotheslines and other clothes drying equipment shall be screened from public view in a manner approved by the ALPB.

13. Trash Burning. Trash, leaves and other similar materials shall not be burned without the written consent of the ALPB and all appropriate governmental authorities.

14. Septic Systems. No septic system for the disposal of sewage shall be constructed on any Lot except with the consent of the entities at the time furnishing sewage disposal to the properties.

15. Model House or Exhibits. No Owner, except the Developer, shall permit any structure on his Lot to be used as a model home or exhibit without the written consent of the ALPB.

HAY-68 0304

ARTICLE II

GENERAL

1. **Definitions.** All terms used in this Supplemental Declaration shall be defined in the Declaration.

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

3. **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.

WITNESS the following signature and seal:

POWHATAN ENTERPRISES, INC.

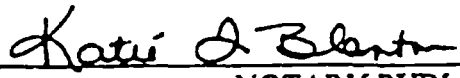
By 
Lawrence E. Beamer, President

MAY - 6 8 03 05

STATE OF VIRGINIA

COUNTY OF JAMES CITY, to-wit:

The foregoing instrument was acknowledged before me by Lawrence E. Beamer, President of Powhatan Enterprises, Inc., a Virginia Corporation, this 5th day of May, 1998.


NOTARY PUBLIC

My commission expires: 11/30/2001

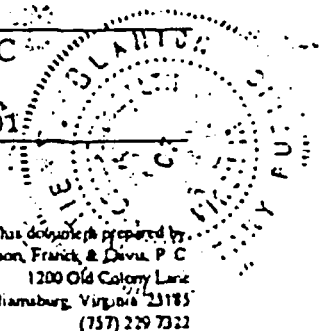

This document prepared by
Anderson, Frick & Davis, P.C.
1200 Old Colony Lane
Williamsburg, Virginia 23185
(757) 229 7322

EXHIBIT A

All that certain piece or parcel of land lying, situate in the Berkeley District, James City County, Virginia, being known, numbered and designated as "52.2635 ACRES" as shown on a certain plat entitled "PLAT OF 52.2635 ACRES BEING A SUBDIVISION OF PROPERTY OF POWHATAN ENTERPRISES, INC., BERKELEY DISTRICT, JAMES CITY COUNTY, VIRGINIA" made by Langley and McDonald, P. C. dated March 23, 1998.

VIRGINIA: City of Williamsburg and County of
James City, to Wit:
In the Clerk's Office of the Circuit Court of the
City of Williamsburg and James City the
day of May 1998 Sepp Debi
was 3:16 to annexed and
Testo Sepp Debi
Deputy Clerk

KAY-68 0306

This document prepared by
Anderson, Franck & Davis, P. C.
1200 Old Colony Lane
Williamsburg, Virginia 23185
(757) 229 7322

010024124

SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
(FOR SECTION VI - A, LOTS 1 - 30)

THIS SUPPLEMENTAL DECLARATION is made this 5th day of November, 2001, by
POWHATAN ENTERPRISES, INC., a Virginia corporation, hereinafter called "Developer".

RECITALS

A. By Declaration of Covenants and Restrictions dated July 27, 1981 ("Declaration") and duly 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"), in Deed Book 215, Page 722, Developer set forth certain covenants, restrictions, easements, charges and liens applicable to certain real property located in the County of James City, Virginia, more particularly described therein; and

B. Pursuant to the Declaration, the Developer was empowered to establish Parcels (as therein defined) by Supplemental Declaration and subject such Parcels to complementary covenants, restrictions, easements, charges and liens.

NOW, THEREFORE, Developer hereby declares that the real property described in Exhibit A attached hereto, herein referred to as the "Property", shall constitute a Parcel as contemplated by the Declaration, and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the Declaration and to the following covenants, restrictions and easements.

ARTICLE 1

PROTECTIVE COVENANTS AND RESTRICTIONS

1. Single-Family Residences. No more than one detached private dwelling unit and attendant outbuildings shall be erected on any one Lot. The use of such unit for dwelling

DEC 26 08 08 00

purposes shall be limited to a single family. A "family" shall include only persons related by blood or lawful marriage.

2. Minimum Dwelling Size.

(A) Square Footage: The floor area of the enclosed heated living portion of the main structure on any Lot shall not be less than one thousand three hundred (1,300) square feet for a one-story structure, or not less than one thousand eight hundred (1,800) square feet for any structure of more than one story, without the prior written consent of the Architectural and Land Preservation Board (ALPB). Exceptions or variances to the aforesaid minimum square footage shall be determined in the sole discretion of the ALPB in accordance with standards of quality adopted by the ALPB. A dwelling shall be deemed to be a two-story or split foyer if the upper level has a floor area of not less than eighty percent of the lower level. "Enclosed portion" shall mean the interior living space of the structure and does not include the basement, garage, breezeways or extended covered areas such as porches, patios and balconies.

(B) Unit Length: The maximum frontage of the home at the building line is limited by the side yard requirements. A minimum dimension of thirty (30) feet is normally required for the combined side yards at the front building line. Each side yard must have a minimum dimension of ten (10) feet unless otherwise authorized by the ALPB.

(C) Unit Height: The maximum height for any home is thirty five (35) feet as measured from the average exterior grade elevation along the home.

3. Completion of Structures. All structures must be substantially completed in accordance with the plans and specifications approved by the ALPB within twelve (12) months

DEC 26 0881
092330

DEC 26 08 02

after construction of the same shall have commenced, except that the ALPB may grant extensions where such completion is made impossible because of matters beyond the control of the Owner or Builder, such as strikes, casualty losses, national emergencies or natural disaster.

4. Lights. The plans and specifications for each structure shall not be approved unless Owner has provided for an automatically operated exterior post light approved by the ALPB at a location designated by the ALPB. Such lights will be erected and operated at Owner's cost.

5. Pets. Subject to limitation as may from time to time be set by the ALPB, generally recognized house or yard pets, in reasonable numbers, may be kept and maintained at an occupant's residence, provided such pets are not kept or maintained for commercial purposes. All pets must be kept on a leash under the control of their owners when they are outside the occupant's premises and must not become a nuisance to other residents, and if any such pets are declared a nuisance by the ALPB, they shall be removed from the Lot within fifteen (15) days after written request from the ALPB.

6. Signage. No signs of any type shall be displayed to public view on any Lot or the Common Area without the prior written consent of the ALPB, except customary name and address signs, and lawn signs, of not more than four (4) square feet in size, advertising the Lot for sale or rent.

7. Mailboxes and Newspaper Tubes. Only mail boxes and newspaper tubes meeting the design standards of the ALPB shall be permitted, except for mail depositories which are the property of the U.S. Post Office.

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

DEC 26 09 08 83

9. Antennas and Similar Devices. Only those antennas expressly permitted under the Federal Communications Commission's Over-the-Air Reception Devices (OTARD) Rule implementing Section 706 of the Telecommunications Act of 1996, as amended from time to time, are allowed. All others are expressly prohibited. As of the date of the recording of this instrument, the following are permitted under OTARD; (a) direct broadcast satellite (DBS) antennas one (1) meter or less in diameter or diagonal measurement; (b) television broadcast antennas of any size; (c) multipoint distribution services (MDS) antennas one (1) meter or less in diameter or diagonal measurement; (d) transmission-only antennas if they are necessary for the use of a covered reception antenna and are one (1) meter or less in diameter; and (e) masts used in conjunction with any of these antennas. The foregoing list is subject to change pursuant to changes in OTARD and/or any other applicable laws. Permitted antennas shall be located as follows, to the extent such restrictions are not prohibited by the OTARD Rule, and an application for ALPB approval must be submitted for any device deviating from the following:

- (i) No roof antenna shall extend more than ten (10) feet above the highest point on the roof;
- (ii) Satellite dish antenna (a) shall not be visible from any street; (b) shall be screened from view of any adjoining Lot(s), street(s) and/or Common Area; and (c) if eighteen inches or less, shall be located on the rear of the house either just below the roof ridge or the fascia board below the roof eaves, or if larger than eighteen inches, be located behind the rear foundation of the house.
- (iii) Any cable associated with satellite dish or other antenna shall be buried or shall not be visible on the structure to which it is attached or extended.

DEC 26 08 84

10. Boats, Trailers, etc. Overnight parking or storage of boats, motor homes, and all vehicles other than licensed, operable private passenger vehicles shall be in garages or screened enclosures approved by the ALPB, or in areas designated by the Association for such parking or storage. Except for emergency repairs, no Owner shall repair or restore or permit others to repair or restore any vehicle, boat or trailer upon any portion of the Parcel except in garages or screened enclosures approved by the ALPB. No stripped down, partially wrecked, inoperable or junk motor vehicle or sizable part thereof, shall be permitted to be parked, raised on blocks, or otherwise kept on any Lot or street.

11. Power Boats. The use of gasoline-powered motorboats is prohibited on lakes and ponds within Powhatan, except that the Association or appropriate governmental authority may operate a power boat to provide for public safety.

12. Clothes Drying Equipment. Clotheslines and other clothes drying equipment shall be screened from public view in a manner approved by the ALPB.

13. Trash Burning. Trash, leaves and other similar materials shall not be burned without the written consent of the ALPB and all appropriate governmental authorities.

14. Septic Systems. No septic system for the disposal of sewage shall be constructed on any Lot except with the consent of the entities at the time furnishing sewage disposal to the properties.

15. Model House or Exhibits. No Owner, except the Developer, shall permit any structure on his Lot to be used as a model home or exhibit without the written consent of the ALPB.

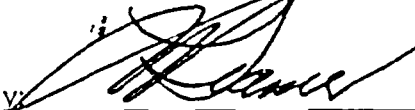
ARTICLE II

GENERAL

1. Definitions. All terms used in this Supplemental Declaration shall be defined in the Declaration.
2. Amendment. This Declaration may be amended at any time for an instrument of record after the written consent therein by not less than seventy five percent (75%) of the Owners and the Developer shall have been obtained.
3. 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.

WITNESS the following signature and seal:

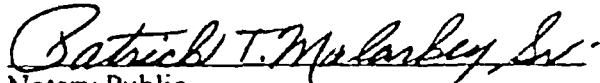
POWHATAN ENTERPRISES, INC.

By: 

Lawrence E. Beamer, President

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

The foregoing instrument was acknowledged before me by Lawrence E. Beamer, President of Powhatan Enterprises, Inc., a Virginia corporation, this 30 day of November, 2001.



Notary Public

My commission expires: May 31, 2003

DEC 26 0885

EXHIBIT A

All that certain lots, pieces or parcels of land, with appurtenances thereto belonging, lying and being in Berkeley District, James City County, Virginia, known, designated and described as Lots 1 through 29, inclusive, as shown on the certain plat entitled "SUBDIVISION PLAT OF POWHATAN OF WILLIAMSBURG SECONDARY, PHASE VI-A, BERKELEY DISTRICT, JAMES CITY COUNTY, VIRGINIA", made by LandMark Design Group, dated June 19, 2001, and recorded in the Clerk's Office of the Circuit Court for the County of James City and Williamsburg, Virginia, in Plat Book 84, at pages 44 - 47.

#6020143 v1 - Supplemental/Declaration/Section/VI-A/LBeamer

VIRGINIA: City of Williamsburg and County of James City, to-wit:
This Supplemental Declaration was presented with certificate annexed and admitted to record on December 26, 20 01, at 2:50 AM/PM in the Clerk's Office of the Circuit Court of the City of Williamsburg and County of James City.

TESTE: BETSY B. WOOLRIDGE, CLERK

BY: Betsy B. Woolridge Deputy Clerk

PLAT RECORDED IN
P.B. NO. 84 PAGE 44-47

DEC 26 2001 0886

**SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**
(FOR SECTION VI - B, LOTS 31 - 70)

THIS SUPPLEMENTAL DECLARATION is made this 11 day of DECEMBER 2002, by POWHATAN ENTERPRISES, INC., a Virginia corporation, hereinafter called "Developer".

RECITALS

A. By Declaration of Covenants and Restrictions dated July 27, 1981 ("Declaration") and duly 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"), in Deed Book 215, Page 722, Developer set forth certain covenants, restrictions, easements, charges and liens applicable to certain real property located in the County of James City, Virginia, more particularly described therein; and

B. Pursuant to the Declaration, the Developer was empowered to establish Parcels (as therein defined) by Supplemental Declaration and subject such Parcels to complementary covenants, restrictions, easements, charges and liens.

NOW, THEREFORE, Developer hereby declares that the real property described in Exhibit A attached hereto, herein referred to as the "Property", shall constitute a Parcel as contemplated by the Declaration, and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the Declaration and to the following covenants, restrictions and easements.

ARTICLE 1

PROTECTIVE COVENANTS AND RESTRICTIONS

1. Single-Family Residences. No more than one detached private dwelling unit and attendant outbuildings shall be erected on any one Lot. The use of such unit for dwelling

purposes shall be limited to a single family. A "family" shall include only persons related by blood or lawful marriage.

2. Minimum Dwelling Size.

(A) Square Footage: The floor area of the enclosed heated living portion of the main structure on any Lot shall not be less than one thousand three hundred (1,300) square feet for a one-story structure, or not less than one thousand eight hundred (1,800) square feet for any structure of more than one story, without the prior written consent of the Architectural and Land Preservation Board (ALPB). Exceptions or variances to the aforesaid minimum square footage shall be determined in the sole discretion of the ALPB in accordance with standards of quality adopted by the ALPB. A dwelling shall be deemed to be a two-story or split foyer if the upper level has a floor area of not less than eighty percent of the lower level. "Enclosed portion" shall mean the interior living space of the structure and does not include the basement, garage, breezeways or extended covered areas such as porches, patios and balconies.

(B) Unit Length: The maximum frontage of the home at the building line is limited by the side yard requirements. A minimum dimension of thirty (30) feet is normally required for the combined side yards at the front building line. Each side yard must have a minimum dimension of ten (10) feet unless otherwise authorized by the ALPB.

(C) Unit Height: The maximum height for any home is thirty five (35) feet as measured from the average exterior grade elevation along the home.

3. Completion of Structures. All structures must be substantially completed in accordance with the plans and specifications approved by the ALPB within twelve (12) months

after construction of the same shall have commenced, except that the ALPB may grant extensions where such completion is made impossible because of matters beyond the control of the Owner or Builder, such as strikes, casualty losses, national emergencies or natural disaster.

4. Lights. The plans and specifications for each structure shall not be approved unless Owner has provided for an automatically operated exterior post light approved by the ALPB at a location designated by the ALPB. Such lights will be erected and operated at Owner's cost.

5. Pets. Subject to limitation as may from time to time be set by the ALPB, generally recognized house or yard pets, in reasonable numbers, may be kept and maintained at an occupant's residence, provided such pets are not kept or maintained for commercial purposes. All pets must be kept on a leash under the control of their owners when they are outside the occupants' premises and must not become a nuisance to other residents, and if any such pets are declared a nuisance by the ALPB, they shall be removed from the Lot within fifteen (15) days after written request from the ALPB.

6. Signage. No signs of any type shall be displayed to public view on any Lot or the Common Area without the prior written consent of the ALPB, except customary name and address signs, and lawn signs, of not more than four (4) square feet in size, advertising the Lot for sale or rent.

7. Mailboxes and Newspaper Tubes. Only mail boxes and newspaper tubes meeting the design standards of the ALPB shall be permitted, except for mail depositories which are the property of the U.S. Post Office.

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

9. Antennas and Similar Devices. Only those antennas expressly permitted under the Federal Communications Commission's Over-the-Air Reception Devices (OTARD) Rule implementing Section 706 of the Telecommunications Act of 1996, as amended from time to time, are allowed. All others are expressly prohibited. As of the date of the recording of this instrument, the following are permitted under OTARD; (a) direct broadcast satellite (DBS) antennas one (1) meter or less in diameter or diagonal measurement; (b) television broadcast antennas of any size; (c) multipoint distribution services (MDS) antennas one (1) meter or less in diameter or diagonal measurement; (d) transmission-only antennas if they are necessary for the use of a covered reception antenna and are one (1) meter or less in diameter; and (e) masts used in conjunction with any of these antennas. The foregoing list is subject to change pursuant to changes in OTARD and/or any other applicable laws. Permitted antennas shall be located as follows, to the extent such restrictions are not prohibited by the OTARD Rule, and an application for ALPB approval must be submitted for any device deviating from the following:

- (i) No roof antenna shall extend more than ten (10) feet above the highest point on the roof;
- (ii) Satellite dish antenna (a) shall not be visible from any street; (b) shall be screened from view of any adjoining Lot(s), street(s) and/or Common Area; and (c) if eighteen inches or less, shall be located on the rear of the house either just below the roof ridge or the fascia board below the roof eaves, or if larger than eighteen inches, be located behind the rear foundation of the house.
- (iii) Any cable associated with satellite dish or other antenna shall be buried or shall not be visible on the structure to which it is attached or extended.

10. Boats, Trailers, etc. Overnight parking or storage of boats, motor homes, and all vehicles other than licensed, operable private passenger vehicles shall be in garages or screened enclosures approved by the ALPB, or in areas designated by the Association for such parking or storage. Except for emergency repairs, no Owner shall repair or restore or permit others to repair or restore any vehicle, boat or trailer upon any portion of the Parcel except in garages or screened enclosures approved by the ALPB. No stripped down, partially wrecked, inoperable or junk motor vehicle or sizable part thereof, shall be permitted to be parked, raised on blocks, or otherwise kept on any Lot or street.

11. Power Boats. The use of gasoline-powered motorboats is prohibited on lakes and ponds within Powhatan, except that the Association or appropriate governmental authority may operate a power boat to provide for public safety.

12. Clothes Drying Equipment. Clotheslines and other clothes drying equipment shall be screened from public view in a manner approved by the ALPB.

13. Trash Burning. Trash, leaves and other similar materials shall not be burned without the written consent of the ALPB and all appropriate governmental authorities.

14. Septic Systems. No septic system for the disposal of sewage shall be constructed on any Lot except with the consent of the entities at the time furnishing sewage disposal to the properties.

15. Model House or Exhibits. No Owner, except the Developer, shall permit any structure on his Lot to be used as a model home or exhibit without the written consent of the ALPB.

ARTICLE II

GENERAL

1. Definitions. All terms used in this Supplemental Declaration shall be defined in the Declaration.

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

3. 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.

WITNESS the following signature and seal:

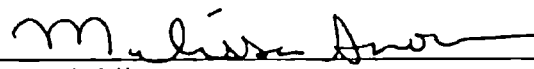
POWHATAN ENTERPRISES, INC.

By: 

Lawrence E. Beamer, President

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

The foregoing instrument was acknowledged before me by Lawrence E. Beamer, President of Powhatan Enterprises, Inc., a Virginia corporation, this 11 day of December, 2002.



Notary Public

My commission expires: 8/31/04

EXHIBIT A

All that certain lots, pieces or parcels of land, with appurtenances thereto belonging, lying and being in Berkeley District, James City County, Virginia, known, designated and described as Lots 31 through 70, inclusive, as shown on the certain plat entitled "SUBDIVISION OF POWHATAN SECONDARY OF WILLIAMSBURG, PHASE VI-B, POWHATAN DISTRICT, JAMES CITY COUNTY, VIRGINIA", made by LandMark Design Group, dated July 1, 2002, and recorded in the Clerk's Office of the Circuit Court for the County of James City and Williamsburg, Virginia, in Plat Book _____, at pages _____ - _____.

#6030454 v1 - Powhatan Secondary Phase VI-B Supp Dec.

040012353

**SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**
(FOR SECTION VI - C, LOTS 71 - 90)

THIS SUPPLEMENTAL DECLARATION is made this 7th day of May, 2004, by POWHATAN ENTERPRISES, INC., a Virginia corporation, hereinafter called "Developer".

RECITALS

A. By Declaration of Covenants and Restrictions dated July 27, 1981 ("Declaration") and duly 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"), in Deed Book 215, Page 722, Developer set forth certain covenants, restrictions, easements, charges and liens applicable to certain real property located in the County of James City, Virginia, more particularly described therein; and

B. Pursuant to the Declaration, the Developer was empowered to establish Parcels (as therein defined) by Supplemental Declaration and subject such Parcels to complementary covenants, restrictions, easements, charges and liens.

NOW, THEREFORE, Developer hereby declares that the real property described in Exhibit A attached hereto, herein referred to as the "Property", shall constitute a Parcel as contemplated by the Declaration, and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the Declaration and to the following covenants, restrictions and easements.

Prepared by: Kaufman & Canoles
1200 Old Colony Lane
Williamsburg, VA 23185

ARTICLE 1

PROTECTIVE COVENANTS AND RESTRICTIONS

1. Single-Family Residences. No more than one detached private dwelling unit and attendant outbuildings shall be erected on any one Lot. The use of such unit for dwelling purposes shall be limited to a single family. A "family" shall include only persons related by blood or lawful marriage.

2. Minimum Dwelling Size.

(A) Square Footage: The floor area of the enclosed heated living portion of the main structure on any Lot shall not be less than one thousand three hundred (1,300) square feet for a one-story structure, or not less than one thousand eight hundred (1,800) square feet for any structure of more than one story, without the prior written consent of the Architectural and Land Preservation Board (ALPB). Exceptions or variances to the aforesaid minimum square footage shall be determined in the sole discretion of the ALPB in accordance with standards of quality adopted by the ALPB. A dwelling shall be deemed to be a two-story or split foyer if the upper level has a floor area of not less than eighty percent of the lower level. "Enclosed portion" shall mean the interior living space of the structure and does not include the basement, garage, breezeways or extended covered areas such as porches, patios and balconies.

(B) Unit Length: The maximum frontage of the home at the building line is limited by the side yard requirements. A minimum dimension of thirty (30) feet is normally required for the combined side yards at the front building line. Each side yard must have a minimum dimension of ten (10) feet unless otherwise authorized by the ALPB.

(C) Unit Height: The maximum height for any home is thirty five (35) feet as measured from the average exterior grade elevation along the home.

3. Completion of Structures. All structures must be substantially completed in accordance with the plans and specifications approved by the ALPB within twelve (12) months after construction of the same shall have commenced, except that the ALPB may grant extensions where such completion is made impossible because of matters beyond the control of the Owner or Builder, such as strikes, casualty losses, national emergencies or natural disaster.

4. Lights. The plans and specifications for each structure shall not be approved unless Owner has provided for an automatically operated exterior post light approved by the ALPB at a location designated by the ALPB. Such lights will be erected and operated at Owner's cost.

5. Pets. Subject to limitation as may from time to time be set by the ALPB, generally recognized house or yard pets, in reasonable numbers, may be kept and maintained at an occupant's residence, provided such pets are not kept or maintained for commercial purposes. All pets must be kept on a leash under the control of their owners when they are outside the occupant's premises and must not become a nuisance to other residents, and if any such pets are declared a nuisance by the ALPB, they shall be removed from the Lot within fifteen (15) days after written request from the ALPB.

6. Signage. No signs of any type shall be displayed to public view on any Lot or the Common Area without the prior written consent of the ALPB, except customary name and address signs, and lawn signs, of not more than four (4) square feet in size, advertising the Lot for sale or rent.

7. Mailboxes and Newspaper Tubes. Only mail boxes and newspaper tubes meeting the design standards of the ALPB shall be permitted, except for mail depositories which are the property of the U.S. Post Office.

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

9. Antennas and Similar Devices. Only those antennas expressly permitted under the Federal Communications Commission's Over-the-Air Reception Devices (OTARD) Rule implementing Section 706 of the Telecommunications Act of 1996, as amended from time to time, are allowed. All others are expressly prohibited. As of the date of the recording of this instrument, the following are permitted under OTARD; (a) direct broadcast satellite (DBS) antennas one (1) meter or less in diameter or diagonal measurement; (b) television broadcast antennas of any size; (c) multipoint distribution services (MDS) antennas one (1) meter or less in diameter or diagonal measurement; (d) transmission-only antennas if they are necessary for the use of a covered reception antenna and are one (1) meter or less in diameter; and (e) masts used in conjunction with any of these antennas. The foregoing list is subject to change pursuant to changes in OTARD and/or any other applicable laws. Permitted antennas shall be located as follows, to the extent such restrictions are not prohibited by the OTARD Rule, and an application for ALPB approval must be submitted for any device deviating from the following:

- (i) No roof antenna shall extend more than ten (10) feet above the highest point on the roof;
- (ii) Satellite dish antenna (a) shall not be visible from any street; (b) shall be screened from view of any adjoining Lot(s), street(s) and/or Common Area; and (c) if eighteen inches or less, shall be located on the rear of the house either just below

the roof ridge or the fascia board below the roof eaves, or if larger than eighteen inches, be located behind the rear foundation of the house.

- (iii) Any cable associated with satellite dish or other antenna shall be buried or shall not be visible on the structure to which it is attached or extended.

10. Boats, Trailers, etc. Overnight parking or storage of boats, motor homes, and all vehicles other than licensed, operable private passenger vehicles shall be in garages or screened enclosures approved by the ALPB, or in areas designated by the Association for such parking or storage. Except for emergency repairs, no Owner shall repair or restore or permit others to repair or restore any vehicle, boat or trailer upon any portion of the Parcel except in garages or screened enclosures approved by the ALPB. No stripped down, partially wrecked, inoperable or junk motor vehicle or sizable part thereof, shall be permitted to be parked, raised on blocks, or otherwise kept on any Lot or street.

11. Power Boats. The use of gasoline-powered motorboats is prohibited on lakes and ponds within Powhatan, except that the Association or appropriate governmental authority may operate a power boat to provide for public safety.

12. Clothes Drying Equipment. Clotheslines and other clothes drying equipment shall be screened from public view in a manner approved by the ALPB.

13. Trash Burning. Trash, leaves and other similar materials shall not be burned without the written consent of the ALPB and all appropriate governmental authorities.

14. Septic Systems. No septic system for the disposal of sewage shall be constructed on any Lot except with the consent of the entities at the time furnishing sewage disposal to the properties.

15. Model House or Exhibits. No Owner, except the Developer, shall permit any structure on his Lot to be used as a model home or exhibit without the written consent of the ALPB.

ARTICLE II

GENERAL

1. Definitions. All terms used in this Supplemental Declaration shall be defined in the Declaration.

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

3. 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.

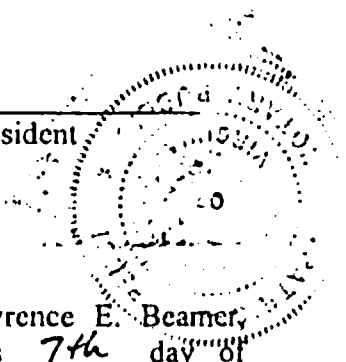
WITNESS the following signature and seal:

POWHATAN ENTERPRISES, INC.

By: 
Lawrence E. Beamer, President

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

The foregoing instrument was acknowledged before me by Lawrence E. Beamer, President of Powhatan Enterprises, Inc., a Virginia corporation, this 7th day of May, 2004.



Notary Public

My commission expires: June 30, 2006

EXHIBIT A

All those certain lots, pieces or parcels of land, with appurtenances thereto belonging, lying and being in Berkeley District, James City County, Virginia, known, designated and described as Lots 71 through 90, inclusive, as shown on the certain plat entitled "SUBDIVISION OF POWHATAN SECONDARY OF WILLIAMSBURG PHASE VI-C POWHATAN DISTRICT JAMES CITY COUNTY, VIRGINIA," made by LandMark Design Group, dated January 23, 2004, and recorded in the Clerk's Office of the Circuit Court for the County of James City and Williamsburg, Virginia, as Instrument Number 040012353.

VIRGINIA: CITY OF WILLIAMSBURG & COUNTY OF JAMES CITY
This document was admitted to record on 5-7-2004
at 2:04 ~~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

030029209

SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
(FOR SECTION VII - A, LOTS 1 - 30)

THIS SUPPLEMENTAL DECLARATION is made this 30th day of September, 2003, by POWHTAN ENTERPRISES, INC., a Virginia corporation, hereinafter called "Developer".

RECITALS

A. By Declaration of Covenants and Restrictions dated July 27, 1981 ("Declaration") and duly 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"), in Deed Book 215, Page 722, Developer set forth certain covenants, restrictions, easements, charges and liens applicable to certain real property located in the County of James City, Virginia, more particularly described therein; and

B. Pursuant to the Declaration, the Developer was empowered to establish Parcels (as therein defined) by Supplemental Declaration and subject such Parcels to complementary covenants, restrictions, easements, charges and liens.

NOW, THEREFORE, Developer hereby declares that the real property described in Exhibit A attached hereto, herein referred to as the "Property", shall constitute a Parcel as contemplated by the Declaration, and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the Declaration and to the following covenants, restrictions and easements.

Prepared by: Kaufman & Canoles
1200 Old Colony Lane
Williamsburg, VA 23185

ARTICLE 1

PROTECTIVE COVENANTS AND RESTRICTIONS

1. Single-Family Residences. No more than one detached private dwelling unit and attendant outbuildings shall be erected on any one Lot. The use of such unit for dwelling purposes shall be limited to a single family. A "family" shall include only persons related by blood or lawful marriage.

2. Minimum Dwelling Size.

(A) Square Footage: The floor area of the enclosed heated living portion of the main structure on any Lot shall not be less than one thousand three hundred (1,300) square feet for a one-story structure, or not less than one thousand eight hundred (1,800) square feet for any structure of more than one story, without the prior written consent of the Architectural and Land Preservation Board (ALPB). Exceptions or variances to the aforesaid minimum square footage shall be determined in the sole discretion of the ALPB in accordance with standards of quality adopted by the ALPB. A dwelling shall be deemed to be a two-story or split foyer if the upper level has a floor area of not less than eighty percent of the lower level. "Enclosed portion" shall mean the interior living space of the structure and does not include the basement, garage, breezeways or extended covered areas such as porches, patios and balconies.

(B) Unit Length: The maximum frontage of the home at the building line is limited by the side yard requirements. A minimum dimension of thirty (30) feet is normally required for the combined side yards at the front building line. Each side yard must have a minimum dimension of ten (10) feet unless otherwise authorized by the ALPB.

(C) Unit Height: The maximum height for any home is thirty five (35) feet as measured from the average exterior grade elevation along the home.

3. Completion of Structures. All structures must be substantially completed in accordance with the plans and specifications approved by the ALPB within twelve (12) months after construction of the same shall have commenced, except that the ALPB may grant extensions where such completion is made impossible because of matters beyond the control of the Owner or Builder, such as strikes, casualty losses, national emergencies or natural disaster.

4. Lights. The plans and specifications for each structure shall not be approved unless Owner has provided for an automatically operated exterior post light approved by the ALPB at a location designated by the ALPB. Such lights will be erected and operated at Owner's cost.

5. Pets. Subject to limitation as may from time to time be set by the ALPB, generally recognized house or yard pets, in reasonable numbers, may be kept and maintained at an occupant's residence, provided such pets are not kept or maintained for commercial purposes. All pets must be kept on a leash under the control of their owners when they are outside the occupant's premises and must not become a nuisance to other residents, and if any such pets are declared a nuisance by the ALPB, they shall be removed from the Lot within fifteen (15) days after written request from the ALPB.

6. Signage. No signs of any type shall be displayed to public view on any Lot or the Common Area without the prior written consent of the ALPB, except customary name and address signs, and lawn signs, of not more than four (4) square feet in size, advertising the Lot for sale or rent.

7. Mailboxes and Newspaper Tubes. Only mail boxes and newspaper tubes meeting the design standards of the ALPB shall be permitted, except for mail depositories which are the property of the U.S. Post Office.

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

9. Antennas and Similar Devices. Only those antennas expressly permitted under the Federal Communications Commission's Over-the-Air Reception Devices (OTARD) Rule implementing Section 706 of the Telecommunications Act of 1996, as amended from time to time, are allowed. All others are expressly prohibited. As of the date of the recording of this instrument, the following are permitted under OTARD; (a) direct broadcast satellite (DBS) antennas one (1) meter or less in diameter or diagonal measurement; (b) television broadcast antennas of any size; (c) multipoint distribution services (MDS) antennas one (1) meter or less in diameter or diagonal measurement; (d) transmission-only antennas if they are necessary for the use of a covered reception antenna and are one (1) meter or less in diameter; and (e) masts used in conjunction with any of these antennas. The foregoing list is subject to change pursuant to changes in OTARD and/or any other applicable laws. Permitted antennas shall be located as follows, to the extent such restrictions are not prohibited by the OTARD Rule, and an application for ALPB approval must be submitted for any device deviating from the following:

- (i) No roof antenna shall extend more than ten (10) feet above the highest point on the roof;
- (ii) Satellite dish antenna (a) shall not be visible from any street; (b) shall be screened from view of any adjoining Lot(s), street(s) and/or Common Area; and (c) if eighteen inches or less, shall be located on the rear of the house either just below

the roof ridge or the fascia board below the roof eaves, or if larger than eighteen inches, be located behind the rear foundation of the house.

- (iii) Any cable associated with satellite dish or other antenna shall be buried or shall not be visible on the structure to which it is attached or extended.

10. Boats, Trailers, etc. Overnight parking or storage of boats, motor homes, and all vehicles other than licensed, operable private passenger vehicles shall be in garages or screened enclosures approved by the ALPB, or in areas designated by the Association for such parking or storage. Except for emergency repairs, no Owner shall repair or restore or permit others to repair or restore any vehicle, boat or trailer upon any portion of the Parcel except in garages or screened enclosures approved by the ALPB. No stripped down, partially wrecked, inoperable or junk motor vehicle or sizable part thereof, shall be permitted to be parked, raised on blocks, or otherwise kept on any Lot or street.

11. Power Boats. The use of gasoline-powered motorboats is prohibited on lakes and ponds within Powhatan, except that the Association or appropriate governmental authority may operate a power boat to provide for public safety.

12. Clothes Drying Equipment. Clotheslines and other clothes drying equipment shall be screened from public view in a manner approved by the ALPB.

13. Trash Burning. Trash, leaves and other similar materials shall not be burned without the written consent of the ALPB and all appropriate governmental authorities.

14. Septic Systems. No septic system for the disposal of sewage shall be constructed on any Lot except with the consent of the entities at the time furnishing sewage disposal to the properties.

15. Model House or Exhibits. No Owner, except the Developer, shall permit any structure on his Lot to be used as a model home or exhibit without the written consent of the ALPB.

ARTICLE II

GENERAL


1. Definitions. All terms used in this Supplemental Declaration shall be defined in the Declaration.

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

3. 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.

WITNESS the following signature and seal:

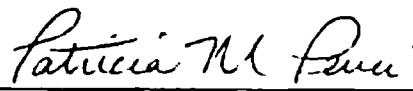
POWHATAN ENTERPRISES, INC.

By: 

Lawrence E. Beamer, President

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

The foregoing instrument was acknowledged before me by Lawrence E. Beamer, President of Powhatan Enterprises, Inc., a Virginia corporation, this 30th day of SEPTEMBER, 2003.



Notary Public

My commission expires: June 30, 2006.

EXHIBIT A

All those certain lots, pieces or parcels of land, with appurtenances thereto belonging, lying and being in Berkeley District, James City County, Virginia, known, designated and described as Lots 1 through 30, inclusive, as shown on the certain plat entitled "SUBDIVISION OF POWHATAN SECONDARY OF WILLIAMSBURG PHASE VII-A POWHATAN DISTRICT JAMES CITY COUNTY, VIRGINIA," made by LandMark Design Group, dated November 15, 2002, and recorded in the Clerk's Office of the Circuit Court for the County of James City and Williamsburg, Virginia, in Plat Book _____, at pages _____ - _____.

#90093387 v1

VIRGINIA: CITY OF WILLIAMSBURG & COUNTY OF JAMES CITY
This document was admitted to record on 1 Oct. 2003
at 8:50 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

RECORDED IN
Doc # 030029209

**SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**
(FOR SECTION VII - B, LOTS 31 - 43)

THIS SUPPLEMENTAL DECLARATION is made this 3rd day of March, 2003, by POWHATAN ENTERPRISES, INC., a Virginia corporation, hereinafter called "Developer".

RECITALS

A. By Declaration of Covenants and Restrictions dated July 27, 1981 ("Declaration") and duly 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"), in Deed Book 215, Page 722, Developer set forth certain covenants, restrictions, easements, charges and liens applicable to certain real property located in the County of James City, Virginia, more particularly described therein; and

B. Pursuant to the Declaration, the Developer was empowered to establish Parcels (as therein defined) by Supplemental Declaration and subject such Parcels to complementary covenants, restrictions, easements, charges and liens.

NOW, THEREFORE, Developer hereby declares that the real property described in Exhibit A attached hereto, herein referred to as the "Property", shall constitute a Parcel as contemplated by the Declaration, and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the Declaration and to the following covenants, restrictions and easements.

Prepared by: Kaufman & Canoles
1200 Old Colony Lane
Williamsburg, VA 23185

ARTICLE 1

PROTECTIVE COVENANTS AND RESTRICTIONS

1. Single-Family Residences. No more than one detached private dwelling unit and attendant outbuildings shall be erected on any one Lot. The use of such unit for dwelling purposes shall be limited to a single family. A "family" shall include only persons related by blood or lawful marriage.

2. Minimum Dwelling Size.

(A) Square Footage: The floor area of the enclosed heated living portion of the main structure on any Lot shall not be less than one thousand three hundred (1,300) square feet for a one-story structure, or not less than one thousand eight hundred (1,800) square feet for any structure of more than one story, without the prior written consent of the Architectural and Land Preservation Board (ALPB). Exceptions or variances to the aforesaid minimum square footage shall be determined in the sole discretion of the ALPB in accordance with standards of quality adopted by the ALPB. A dwelling shall be deemed to be a two-story or split foyer if the upper level has a floor area of not less than eighty percent of the lower level. "Enclosed portion" shall mean the interior living space of the structure and does not include the basement, garage, breezeways or extended covered areas such as porches, patios and balconies.

(B) Unit Length: The maximum frontage of the home at the building line is limited by the side yard requirements. A minimum dimension of thirty (30) feet is normally required for the combined side yards at the front building line. Each side yard must have a minimum dimension of ten (10) feet unless otherwise authorized by the ALPB.

(C) Unit Height: The maximum height for any home is thirty five (35) feet as measured from the average exterior grade elevation along the home.

3. Completion of Structures. All structures must be substantially completed in accordance with the plans and specifications approved by the ALPB within twelve (12) months after construction of the same shall have commenced, except that the ALPB may grant extensions where such completion is made impossible because of matters beyond the control of the Owner or Builder, such as strikes, casualty losses, national emergencies or natural disaster.

4. Lights. The plans and specifications for each structure shall not be approved unless Owner has provided for an automatically operated exterior post light approved by the ALPB at a location designated by the ALPB. Such lights will be erected and operated at Owner's cost.

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- (i) No roof antenna shall extend more than ten (10) feet above the highest point on the roof;
- (ii) Satellite dish antenna (a) shall not be visible from any street; (b) shall be screened from view of any adjoining Lot(s), street(s) and/or Common Area; and (c) if eighteen inches or less, shall be located on the rear of the house either just below

the roof ridge or the fascia board below the roof eaves, or if larger than eighteen inches, be located behind the rear foundation of the house.

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11. Power Boats. The use of gasoline-powered motorboats is prohibited on lakes and ponds within Powhatan, except that the Association or appropriate governmental authority may operate a power boat to provide for public safety.

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13. Trash Burning. Trash, leaves and other similar materials shall not be burned without the written consent of the ALPB and all appropriate governmental authorities.

14. Septic Systems. No septic system for the disposal of sewage shall be constructed on any Lot except with the consent of the entities at the time furnishing sewage disposal to the properties.

15. Model House or Exhibits. No Owner, except the Developer, shall permit any structure on his Lot to be used as a model home or exhibit without the written consent of the ALPB.

ARTICLE II

GENERAL

1. Definitions. All terms used in this Supplemental Declaration shall be defined in the Declaration.

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

3. 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.

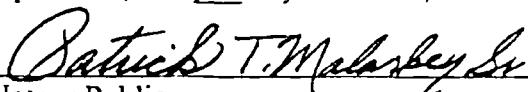
WITNESS the following signature and seal:

POWHATAN ENTERPRISES, INC.

By: 
Lawrence E. Beamer, President

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

The foregoing instrument was acknowledged before me by Lawrence E. Beamer, President of Powhatan Enterprises, Inc., a Virginia corporation, this 10 day of March, 2003.


Notary Public

My commission expires: May 31, 2003

EXHIBIT A

All that certain lots, pieces or parcels of land, with appurtenances thereto belonging, lying and being in Berkeley District, James City County, Virginia, known, designated and described as Lots 31 through 43, inclusive, as shown on the certain plat entitled "SUBDIVISION OF POWHATAN SECONDARY OF WILLIAMSBURG PHASE VII-B POWHATAN DISTRICT JAMES CITY COUNTY, VIRGINIA," made by LandMark Design Group, dated January 7, 2003, and recorded in the Clerk's Office of the Circuit Court for the County of James City and Williamsburg, Virginia, in Plat Book ____, at pages ____ - ____.

**SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
(FOR SECTION VII - C, LOTS 44 - 75)**

THIS SUPPLEMENTAL DECLARATION is made this 6th day of April, 2006, by **POWHATAN ENTERPRISES, INC.**, a Virginia corporation, hereinafter called "Developer".

RECITALS

A. By Declaration of Covenants and Restrictions dated July 27, 1981 ("Declaration") and duly 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"), in Deed Book 215, Page 722, Developer set forth certain covenants, restrictions, easements, charges and liens applicable to certain real property located in the County of James City, Virginia, more particularly described therein; and

B. Pursuant to the Declaration, the Developer was empowered to establish Parcels (as therein defined) by Supplemental Declaration and subject such Parcels to complementary covenants, restrictions, easements, charges and liens.

NOW, THEREFORE, Developer hereby declares that the real property described in Exhibit A attached hereto, herein referred to as the "Property", shall constitute a Parcel as contemplated by the Declaration, and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in the Declaration and to the following covenants, restrictions and easements.

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1. Single-Family Residences. No more than one detached private dwelling unit and attendant outbuildings shall be erected on any one Lot. The use of such unit for dwelling purposes shall be limited to a single family. A "family" shall include only persons related by blood or lawful marriage.

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the roof ridge or the fascia board below the roof eaves, or if larger than eighteen inches, be located behind the rear foundation of the house.

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ARTICLE II

GENERAL

1. Definitions. All terms used in this Supplemental Declaration shall be defined in the Declaration.

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

3. 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.

WITNESS the following signature and seal:

POWHATAN ENTERPRISES, INC.

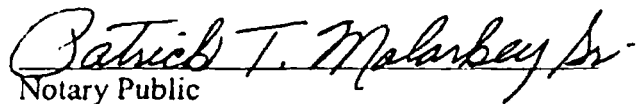
By: _____



Lawrence E. Beamer, President

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

The foregoing instrument was acknowledged before me by Lawrence E. Beamer, as President of Powhatan Enterprises, Inc., a Virginia corporation, this 26 day of July, 2006.


Notary Public

My commission expires: May 31, 2007

EXHIBIT A

All those certain lots, pieces or parcels of land, with appurtenances thereto belonging, lying and being in Powhatan District, James City County, Virginia, known, designated and described as Lots 44 through 75, inclusive, as shown on the certain plat entitled "SUBDIVISION OF POWHATAN SECONDARY OF WILLIAMSBURG PHASE VII-C POWHATAN DISTRICT JAMES CITY COUNTY, VIRGINIA," made by LandMark Design Group, dated March 17, 2006, and recorded in the Clerk's Office of the Circuit Court for the County of James City and Williamsburg, Virginia, as Instrument Number 060018285.

UPLOADED
4/27/2021

#9143898-v1