

EXHIBIT 8

AMENDED AND RESTATED DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
SPRINGHILL

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SPRINGHILL ("Amended and Restated Declaration"), is made this 8th day of September, 2011, by Springhill Community Homeowners Association, Inc., a Virginia non-stock corporation (the "Association"), Grantor.

WHEREAS, Spring Hill Development Co., LLC, a Virginia limited liability company subjected certain real property to a Declaration of Covenants, Conditions and Restrictions of Springhill dated May 1, 1994, and recorded on June 1, 1994 in the Clerk's Office of the Circuit Court of James City County, Virginia (the "Clerk's Office") in Deed Book 689, page 160 et seq. (the "Springhill Declaration"); and

WHEREAS, Springhill Development Co., LLC, a Virginia limited liability company subjected certain real property to a Declaration of Covenants, Conditions and Restrictions of Springhill II dated December 2, 1996 and recorded December 26, 1996 in the Clerk's Office in Deed Book 821, page 590, et seq. (the "Springhill II Declaration"); and

WHEREAS, Hampton Bay Group, L.L.C., a Virginia limited liability company subjected certain real property to a Declaration of Covenants, Conditions and Restrictions of Springhill III dated March 24, 2000 and recorded March 27, 2000 in the Clerk's Office as Instrument No. 000006048 (the "Springhill III Declaration"); and

WHEREAS, there were originally three separate entities incorporated to act as property owners' associations to manage each of the Springhill sections listed above; and

WHEREAS, the three separate corporations have previously merged into one property owners' association identified as Springhill Community Homeowners Association, Inc.; and

WHEREAS, it is the desire of the membership of the Springhill Community Homeowners Association, Inc. to amend and restate the various Declarations into one comprehensive and consistent Declaration for the entire Springhill community; and

WHEREAS Article VII, Section 3 of the Springhill Declaration permits the amendment of the Springhill Declaration by an instrument signed by not less than 75% of the Lots Owners and 51% of first mortgagees; and

WHEREAS, Article VIII, Section 3 of the Springhill II Declaration permits the amendment of the Springhill II Declaration by a vote of not less than 67% of Lots Owners and 51% of first mortgagees at a meeting at which at least a majority of the votes of all members are

10825

present, in person or by proxy; and

WHEREAS, Article IX, Section 3 of the Springhill III Declaration permits the amendment of the Springhill III Declaration by an instrument signed by 90% of the Lot Owners; and

WHEREAS, at a duly called meeting of all the members of the Association, (i) the respective Lot Owners of the Springhill Declaration approved this Amended and Restated Declaration by a vote of 79 %, the required signatures are evidenced on ballots on file with the Association; (ii) the respective Lot Owners of the Springhill II Declaration approved this Amended and Restated Declaration by a vote of 74% of the Lot Owners, the required signatures are evidenced on ballots on file with the Association; (iii) the respective Lot Owners of the Springhill III Declaration approved this Amended and Restated Declaration by a vote of 91% of the Lot Owners, the required signatures are evidenced on ballots on file with the Association; and (iv) pursuant to Article VII, Section 5(k) of the Declaration of Covenants, Conditions, and Restrictions of Springhill, Phase I, and Article VIII, Section 6(i) of the Declaration of Covenants, Conditions and Restrictions of Springhill II, and § 55-515.1 the Association shall be deemed to have received the written consent of a mortgagee if the Association receives no written objection to the adoption of the amendment from the mortgagee within 14 days (as provided in the above referenced sections of the Declarations) of the date that notice is sent, accordingly, the votes of first mortgagees are deemed approved as notice was duly given on August 4, 2011 and only two first mortgagees objected within the 14 day period following notice, resulting in an approval by 96.4% of mortgagees in Springhill, Phase I and 100% of mortgagees in Springhill II.

NOW, THEREFORE, the undersigned hereby declares that the Property identified in Exhibit "A", being all of the Lots, Common Areas, Properties and parcels previously subjected to the Springhill Declaration, the Springhill II Declaration and the Springhill III Declaration (collectively the "Original Declarations"), shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens contained herein, which shall run with and bind the Property, as the same may be amended from time to time.

ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to Springhill Community Homeowners Association, Inc., a Virginia non-stock corporation, its successors and assigns.

Section 2. "Common Area" shall mean (i) all real estate specifically designated as "Common Area" or "Homeowner's Association" on recorded plats of the Properties, in any Supplemental Declaration or any amendment to this Amended and Restated Declaration; (ii) all real estate specifically designated as "Phase IV Open Space, 0.7827 Ac." and "Open Space Easement, 10.4906 Ac." on a Plat entitled "Subdivision Plat of Springhill, Phases 3 and 4, James City County, Virginia recorded in the Clerk's Office in Plat Book 75, at pages 31 and 32; (iii) all real property designated as "Parcel D, Open Space" and "15' Greenspace Buffer" as shown on that

certain Plat recorded in the Clerk's Office in Plat Book 65, page 69 and 70; and (iv) all other real property and improvements and facilities now or hereafter owned by the Association which are intended to be devoted to the common use and enjoyment of the Owners.

Section 3. "Eligible Mortgagee" shall mean the holder of a first deed of trust or mortgage lien on a Lot who has notified the Association in writing of its status and requested that the Association provide it notice of proposed actions requiring approval of Eligible Mortgagees.

Section 4. "Governing Documents" shall mean the Articles of Incorporation and Bylaws of the Association and this Amended and Restated Declaration, as the same may be amended from time to time.

Section 5. "Lot" shall mean any lot that is shown on a recorded subdivision plat of any of the Properties and shall refer to the one hundred ninety (190) numbered lots as shown on all of the plats applicable to the Properties.

Section 6. "Mortgage" as used herein shall mean a mortgage or deed of trust, said terms having the same meaning and may be used interchangeably.

Section 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of 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 8. "Properties" or "Property" shall mean and refer to that certain real property identified and described in Exhibit "A" attached hereto.

ARTICLE II PROPERTY DESCRIPTION

There has been duly approved under the ordinances of James City County three subdivisions comprised of: (1) a Subdivision known as "Springhill" as shown on the subdivision plat entitled "PLAT OF SPRINGHILL PHASE 1, BEING A SUBDIVISION OF THE PROPERTY OF SPRINGHILL DEVELOPMENT CO., L.L.C., JAMES CITY COUNTY, VA." dated 4/15/94, made by Langley & McDonald, P.C., Engineers Surveyors Planners, recorded in Plat Book 59 at page 47-49 in the Clerk's Office of the Circuit Court of James City County, Virginia; (2) a Subdivision known as "Springhill II" as shown on the subdivision plat (the "Subdivision Plat") entitled "PLAT OF SPRINGHILL, PHASE 2, BEING A SUBDIVISION OF THE PROPERTY OF SPRINGHILL DEVELOPMENT CO., L.L.C., JAMES CITY COUNTY, VIRGINIA" dated 11/12/96 made by Langley & McDonald, P.C., Engineers Surveyors Planners, recorded in Plat Book 65 at page 69-70 in the Clerk's Office of the Circuit Court of James City County, Virginia, (the "Clerk's Office"); and (3) a Subdivision known as Springhill Phases 3 and 4 as shown on that certain plat entitled "Subdivision Plat of Springhill Phases 3 and 4, James City County, Virginia, Berkeley District", made by Langley and McDonald, Inc., dated 6/30/99, and recorded in the Office of the Clerk of the Circuit Court of James City County, Virginia, in Plat Book 75 at Page 31; except streets dedicated for public use. All of said property as shown on the subdivision plats being herein incorporated as one

community and referred to collectively as "Properties" or "Subdivision".

The Subdivision is composed of one hundred and ninety (190) single-family lots and certain Common Areas as provided for herein.

ARTICLE III COMMON AREAS

Section 1. Obligation of the Association. The Association, subject to the rights of the Owners as set forth in this Amended Declaration, shall be responsible for the exclusive management, maintenance 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' Rights of Enjoyment; Appurtenance of Common Area. Subject to the provisions hereof, every Owner shall have a right of enjoyment in and to the Common Area. Such right of enjoyment to the Common Area shall pass with the title to every Lot. The Common Area shall be used by Owners only for the purpose or purposes for which the Common Area may have been improved by the original Declarants or by the Association. No Owner may construct or maintain any improvements or landscaping within the Common Area

Section 3. Extent of Owners' Easements. The Owners' easement of enjoyment in the Common Area shall be subject to the following:

- (a) The right of the Association to establish reasonable rules for the use of the Common Areas by Owners, their family members, tenants or guests and to charge reasonable charges and fees for the use of the Common Area.
- (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 or for any period during which any infraction or violation of the Governing Documents remains uncorrected, subject to any limitations in the Property Owners' Association Act (Va. Code Ann. § 55-508, et seq.).
- (c) The right of the Association to suspend the voting rights of a Member for any period during which any assessment, charge or fee against his Lot remains unpaid.
- (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 maybe agreed to or be authorized by the Association in accordance with the Governing Documents.
- (e) The right of the Association to sell, lease, exchange, transfer or encumber all or any portion of the Common Area in accordance with the Governing Documents; and

(f) Any easements, covenants, conditions or restrictions applicable to the Common Area.

Section 4. Delegation of Use. Any Owner may delegate his right of enjoyment to the Common Area to the members of his family residing on his Lot, his tenants and their family residing on the Lot, or guests, all subject to such rules and regulations as may be established from time to time by the Board of Directors.

Section 5. Damage or Destruction of Common Area by Owner. In the event any Common Area is damaged, destroyed, or littered upon with yard or house debris or trash or by any other contrary action by any Owner or any of the Owner's lessees, guests, invitees, licensees, agents or members of their families, the Association may repair such damage or make such corrections as necessary at the expense of the Owner. The Owner does hereby authorize the Association to repair such damaged area and return it to conformity 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 repair and cleanup shall become a special assessment upon the Lot or Lots of such Owner or Owners and shall constitute a lien upon such Owner(s) Lot(s) and be collectible in the same manner as other assessments set forth herein.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

Section 1. Owners as Members. Every Owner of a Lot shall be a Member of the Association and shall be subject to assessment in the manner herein set forth. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Upon the recordation of a deed to a Lot, the membership of the selling Owner shall cease and the purchasing Owner shall become a Member of the Association.

Section 2. Classes of Membership; Voting Rights. The Association shall have one class of Membership with such voting rights as are set forth in the Articles of Incorporation and the Bylaws. The voting rights of any Member may be suspended for any period during which any assessment, charge or fee against his Lot remains unpaid or where the Member has a violation of the Governing Documents or rules and regulations which has not been corrected. Any suspension of voting rights shall be in accordance with the Bylaws. Members whose voting rights have been suspended shall not be counted toward the total membership present at any officially called meeting at which a quorum is required.

Section 3. Articles of Incorporation and Bylaws to Govern; Property Owners' Association Act. Except to the extent expressly provided in this Amended and Restated Declaration, all of the rights, powers and duties of the Association and the Members shall be governed by the Articles of Incorporation and the Bylaws. The Association shall have all of the rights, powers and duties provided in the Property Owners' Association Act (Va. Code Ann. § 55-508, et seq.), including without limitation, the right to assess charges against Members for violations of the Governing Documents.

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**ARTICLE V
COVENANTS FOR ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. The respective declarants covenanted in the Springhill Declaration, the Springhill II Declaration and the Springhill III Declaration, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association assessments, charges and fees (collectively "Assessments") as set forth in the Governing Documents. The Assessments, together with interest, late fee, costs of collection, court costs, and attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made in order to secure payment thereof and shall also be the personal obligation of the person who was the Owner of the Lot at the time the Assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. No Owner may waive or otherwise avoid liability for the fees or assessments provided herein by nonuse of the Common Area or abandonment of his Lot.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used for the management, maintenance, improvement, care, operation, renovation, repair and replacement of the Common Areas and improvements thereon and other property owned or acquired by the Association of whatsoever nature, for the discharge of all real estate taxes and other levies and assessments against the Common Areas and improvements thereon and other property owned or acquired by the Association, for the procurement of insurance by the Association, for the establishment of reserves with respect to the Association's obligations, for the discharge of such other obligations as may be imposed upon or assumed by the Association pursuant to the Governing Documents, and for such other purposes as may be authorized by or pursuant to the Governing Documents.

Section 3. Annual Assessments. The Board of Directors shall adopt an annual budget which shall provide for allocation of expenses in such a manner that the obligations imposed by the Governing Documents or by law will be met. A copy of the adopted annual budget shall be made available upon request by any Owner. The maximum annual assessment as fixed by the Board of Directors may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership. The maximum annual assessment may be increased above ten percent (10%) in any given year by the affirmative vote of at least two-thirds (2/3rds) of Members who are voting in person or by proxy, at a special meeting duly called for this purpose as set forth in this Article, at which a quorum is present.

Section 4. Notification to Members. The Board of Directors shall determine and set the annual assessment for the coming year, pursuant to the maximum restrictions listed above. Such determination shall be reported to each Owner in good faith by mail or electronic notice, billing notice, or newsletter, no later than December 15th of the current year. The failure to give notice shall not excuse an Owner from his responsibility to pay Assessments as set forth herein.

Section 5. Payment of Annual Assessments. Annual Assessments, uniform for every Lot, shall be payable in four (4) equal quarterly installments commencing on January 1st of each

year, with remaining quarterly installments due on April 1st, July 1st, and October 1st of each year. The Board of Directors shall have the authority to change the installment period (e.g. monthly) for the payment of Annual Assessments. Assessments are considered late if not received by the due date and subject to late payment fees after a grace period not to exceed 10 calendar days beyond the due date. Late fees shall be as determined by the Board of Directors from time to time and shall be treated as an assessment against an Owner's Lot.

Section 6. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a general special assessment, uniform for every Lot, 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 fixtures and personal property related thereto, provided that any such assessment shall have the assent of at least two-thirds (2/3rds) of the votes of Members who are voting in person or by proxy at a special meeting duly called for this purpose at which a quorum is present.

Section 7. Effect of Non-Payment of General Assessment: Remedies of the Association. The lien of the Assessments provided for in this Amended and Restated Declaration may be perfected and enforced in the manner provided by Va. Code Ann. §55-516. Any Assessment not paid within thirty (30) days shall bear interest from the due date at the rate of twelve percent (12%) per annum and late fees as determined by the Board. The Association may record a memorandum of lien, bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Owner's Lot pursuant to the Act. A statement from the Association showing the balance due on an assessment shall be prima facie proof of the current assessment balance and delinquency, if any, due upon a particular Lot. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of his Lot. The Association may bring an action at law against any Owner personally obligated to pay the Assessment. The Owner shall be responsible for the payment of interest, late fees, costs of collection, attorney fees and court costs which shall be added to the amount of such Assessment. In the event that a check, credit card, or other means of cash payment is rejected or returned for lack of sufficient funds or because of false claims of disputed charges (in the event of the use of a credit or debit card) by the Owner properly owing the deficient sum, then the Association shall require the Owner to pay all outstanding debt to the Association in the form of a certified check or cash. Additionally, the Association reserves the right to require all future Assessment and special assessment fees owed by this Owner to be paid for only by certified check or cash. Upon the failure of an Owner to pay any installment when due, the Board of Directors may accelerate the remaining installments and declare the entire balance of the current Annual Assessment immediately due and payable.

Section 8. Subordination of Liens to Mortgages. There shall be a continuing lien upon each of the individual Lots, in order to secure the payment of any of the Assessments provided under this Amended and Restated Declaration, but such lien shall be at all times subject and subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the Assessment lien, nor avoid liability for any Assessments thereafter becoming due or from the lien thereof.

Section 9. Capital Contributions. Whenever a Lot is sold or transferred, each new owner of a Lot shall pay to the Association, at the time of settlement or transfer, an "initial capital contribution" in the amount of \$250.00 per Lot. The funds so collected will provide working capital for the Association. Such funds may be allocated to reserves or used for such other Common Expenses, including, without limitation, any personal property deemed necessary for the operation or maintenance of the Common Elements, as the Board may determine.

ARTICLE VI ARCHITECTURAL CONTROL AND MAINTENANCE

Section 1. The Architectural Review Committee. The Board of Directors shall appoint an Architectural Review Committee (the "ARC") for the purpose of reviewing and, as appropriate, approving or denying plans submitted by Owners in accordance with this Article. The ARC shall be composed of such number of persons as are from time to time appointed by the Board of Directors in accordance with the Bylaws.

Section 2. Purpose. The ARC 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. Plans to be Submitted. Before commencing the construction, erection or installation of any building, residence, or other structure, landscaping, lawn or garden statuary and ornamentation, exterior lighting, sign or any other type of improvement on a Lot (collectively "Improvements"), including any site work in preparation for such Improvement, and before commencing any alteration, enlargement, demolition or removal of any existing Improvements that alters the exterior appearance, including paint colors of any Improvement, or of the Lot on which it is situated, each Owner shall submit an application for approval to the ARC in compliance with the procedures recommended by the ARC and adopted from time to time by the Board of Directors. Existing Improvements approved and erected under the Original Declarations shall not be affected by this Amended and Restated Declaration. Provided, however, if Existing Improvements are replaced, the new Improvements must conform to this Amended and Restated Declaration and the current architectural guidelines as adopted from time to time. Notwithstanding the foregoing, if an Existing Improvement is damaged by weather, fire or other casualty, including without limitation, falling trees, and the damage is of such a magnitude that it requires replacement or it is cost efficient for the Owner to replace the Existing Improvement rather than repair it, the Owner shall be permitted to replace the Existing Improvement, in-kind, conforming to the originally approved specifications. Nothing herein shall be construed to prevent any Owner from removing dead trees of any size from his Lot without any application or approval.

Section 4. Architectural Guidelines and Standards. The ARC may, from time to time, adopt, amend and repeal, design criteria, standards, guidelines, application requirements and rules

and regulations governing the approval process and construction of Improvements (collectively "Architectural Guidelines and Standards") subject to approval by the Board of Directors. The Architectural Guidelines and Standards shall set forth the standards and procedures for Architectural Review Committee review and the guidelines for architectural design, placement of buildings and structures, exterior finishes, exterior color schemes and materials which are recommended for use for the Properties.

Section 5. Decks, Porches, Sunrooms. Any exterior change, including additions, replacements, maintenance and repairs to the original construction for decks, porches, sunrooms or similar improvements shall not be commenced without prior approval by the ARC. All exterior changes to decks, porches, sunrooms or similar improvements must be in character with the original construction. Any new construction shall be submitted to the ARC as required by Section 3 above. Decks, screened porches and sunroom construction shall be restricted to the rear of any House.

Section 6. Fences. Only wooden, vinyl or brick fences not exceeding six (6) feet in height may be erected on any Lot or part thereof. Fences are permitted in rear yards only and shall not extend any farther forward than the midpoint of the side of the house. Front yard fencing is not permitted. The fence may extend up to side and rear property lines. In street facing side yards on corner lots, fences may extend up to 10' from the property line. Metal fences, barbed wire fences, chain link fences, post and wire fences, pens or enclosures of any type shall not be permitted on any Lot or part thereof. Wooden, brick and vinyl decorative fencing shall be permitted in front yards as approved by the ARC, however, such decorative fencing shall not exceed four (4) feet in height nor shall it enclose the front yard area of the Lot or impact the building set back line. Where a fence has been constructed on an adjoining Lot up to a side or rear property line that abuts a Lot, an approved fence of the same or different design may be designed on that Lot to meet the adjoining fence. Each Owner hereby grants permission for the Owner of any adjoining lot to attach an approved fence to any fence of the Owner's that abuts or straddles the adjoining lot owner's property line. No fence may be constructed directly alongside a property line that has already been fenced by an adjoining lot owner.

Section 7. Satellite Dishes. The following are permitted upon written approval of the ARC: (i) satellite dishes designed to receive direct broadcast satellite service which are one meter or less in diameter; (ii) satellite dishes designed to receive video programming services via multi-point distribution services which are one meter or less in diameter or diagonal measurement; and (iii) antennas designed to receive television broadcast signals. Any such permitted device must be placed in the least conspicuous location on the Lot at which an acceptable quality signal can be received and in a location screened from view from the street or neighboring Lot.

Section 8. Waiver. The approval by the ARC of any plans, drawings or specifications for any Improvements, or for any other matter requiring the approval of the ARC under this Amended and Restated Declaration, shall not constitute a waiver of any right to withhold approval of any similar plan, drawing, specification or matter subsequently

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submitted for approval.

Section 9. Liability. The approval by the ARC of any plans and any requirement that the plans be modified shall not constitute a warranty or representation by the ARC or the Association of the adequacy, technical sufficiency or safety of the Improvements described in such plans, and the ARC and the Association shall have no liability whatsoever for the failure of the plans or the Improvements to comply with applicable building codes, laws and ordinances or to comply with sound engineering, architectural or construction practices. The ARC and the Association shall not be liable to any Owner or to any other party, for any costs, damage, loss or prejudice suffered or claimed on account of the approval or disapproval of any plans, drawings, specifications or Improvements.

Section 10. Failure to Act. In the event the ARC fails to approve, modify, or disapprove, in writing, a correctly filed application within thirty (30) days, the matter shall be submitted to the Board of Directors. The Board of Directors shall respond to the Owner within thirty (30) days of being notified in writing by the Owner of the ARC's failure to respond. Notification of total or partial disapproval shall include the reasons for each disapproval. Failure of the ARC or the Board of Directors to enforce the architectural standards or to notify an Owner of noncompliance with architectural standards or approved plans for any period of time shall not constitute a waiver by the ARC or the Board of Directors of the enforcement of this Amended and Restated Declaration at any later date.

ARTICLE VII USE OF PROPERTY

Section 1. Residential Use. The Properties shall be used, improved and devoted exclusively to residential use. No Lot containing a dwelling unit shall ever be used for any business, commercial, manufacturing, mercantile, storing, vending, or other nonresidential purpose; except that an Owner may maintain a home occupation as set forth below. An Owner may maintain a home occupation in the dwelling constructed on such Owner's Lot if (i) the occupation or activity is conducted entirely within the dwelling; (ii) the occupation or activity requires no external alterations or the use of outdoor storage of machinery or equipment that creates noise, odor, smoke, dust or glare or is dangerous or otherwise detrimental to persons residing in the home or in adjacent property; (iii) no exterior evidence of the occupation or activity exists; (iv) no articles are displayed or otherwise offered for sale upon the Lot; (v) there is no equipment or process inside that may disrupt neighboring dwellings; and (vi) such office generates no significant increase in traffic by clients, customers or other persons related to the business. As a condition to such use, the Board may require the Owner to pay any increase in the rate of insurance or other costs for the Association which may result from such use.

Section 2. Noxious or Offensive Activity and Conduct. No improper, offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances, and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations, or requirements of any governmental agency

having jurisdiction thereof relating to any portion of the Property shall be complied with by, and at the sole expense of the Owner or the Association, whichever shall have the obligation for the upkeep of such portion of the Property and, if the Association, then the cost of such compliance shall be a Common Expense to be included in the Annual Assessment or assessed against the Owners in accordance with this Amended and Restated Declaration or the Property Owners' Association Act (Va. Code Ann. 55-510, et seq.), as applicable.

Section 3. Animals. No animals, livestock or poultry of any kind shall be kept, raised, bred or maintained on any Lot or in any dwelling unit. Dogs, cats or other usual household pets may be kept or maintained if they do not constitute an unreasonable annoyance to other Owners and they are not kept or maintained for commercial purposes; provided however, that the Association may make rules and regulations regarding such household pets including the maximum number thereof and the definition of "usual household pets". No pet shall be allowed to remain unleashed at any time except when fenced by fencing approved by the ARC or within the Owner's residence.

Section 4. Signs. No signs of any type shall be erected or maintained on any Lot, dwelling unit or any other structure on a Lot, except customary name, address and lawn signs as are approved by the ARC and customary signs offering the property for sale or lease not exceeding six square feet in size. An exception is allowed for a political sign not exceeding six square feet (one per candidate in an official local or national election) to be displayed for up to a period of 30 days prior to the official election provided they are removed within 3 days following the election. No signs of any type shall be erected or maintained on the Common Area except signs required in connection with any legal proceedings or proceedings of the Association, Board of Supervisors, Planning Commission or other administrative body. Owners are prohibited from placing any signs on the Common Area.

Section 5. Mailboxes. Mailboxes shall meet the Architectural guidelines and standards. Mailboxes and the posts upon which the mailboxes sit shall be maintained in neat, clean and sanitary condition. Maintenance of the mailboxes and posts shall be the responsibility of the Owner. Where posts are shared between Owners (2 mailboxes on a single post), both owners shall share in the maintenance of the common post. If a shared mailbox post is not maintained in a neat, clean and sanitary condition, letters of non-compliance will be sent to both Owners.

Section 6. Trash and Recycling Receptacles. All trash cans and other trash receptacles shall be kept in a clean and sanitary condition in the garage, in the rear of the dwelling unit, or in an enclosure or screening approved by the ARC. No accumulation or storage of litter, refuse, bulk materials or other trash of any kind shall be permitted on any Lot. The Board of Directors, in its sole discretion, may contract with a refuse collection service and may require Owners to subscribe to a specific refuse collection service. Each Owner agrees that the costs and expenses associated with such a service shall be included in the annual budget and assessed pursuant to Article V herein. No incinerators shall be kept or maintained on any Lot.

Section 7. Vehicles, Boats, Trailers, Recreational Vehicles, Commercial and Oversized Vehicles. No boat or personal watercraft, trailer, camper, recreational vehicle, and similar vehicles or equipment, shall be parked or maintained on any street or Common Area, or on any Lot except within a garage or in the rear yard, if screened, except construction vehicles being used to construct Improvements on the Lot, which are subject to the approval of the ARC. No Commercial Vehicles shall be parked or maintained on any street or Common Area or on any Lot except within a garage or driveway. Commercial Vehicles are vehicles which are designed or used for commercial applications, including, but not limited to vehicles (i) displaying a commercial license plate; (ii) displaying markings, signage or logos for a business; (iii) carrying equipment, tools or rubbish on the exterior of the vehicle; or (iv) having three or more axles. No Oversized Vehicles shall be parked or maintained on any street or Common Area or on any Lot except within a garage. Oversized Vehicles are vehicles, which are unable to fit in a regular size parking space nine feet (9') in width and twenty feet (20') in length.

Section 8. Vehicle Repairs, Unlicensed Vehicles. Except for emergency repairs and maintenance performed in an enclosed garage, no Owner, tenant, guest or invitee shall repair or restore or permit others to repair or restore any vehicle upon any portion of the Property. Operating any type of vehicle repair business or operation or vehicle restoration business, including painting of a motor vehicle, is prohibited. No Owner, tenant, guest or invitee shall be allowed to park or store any vehicle on any Lot unless that vehicle is currently licensed and registered and considered operable.

Section 9. Hazardous Uses. Nothing shall be done or kept on the Property which will increase the rate of insurance for the Common Area or any part thereof without the prior written consent of the Board of Directors; including without limitation, any activities which are unsafe or hazardous with respect to any person or property. No Person shall permit anything to be done or kept on the Property which will result in the cancellation of any insurance on the Common Area or any part thereof or which would be in violation of any law, regulation or administrative ruling. Each Owner shall comply with all federal, state, and local statutes, regulations, ordinances, or other rules intended to protect the public health and welfare as related to land, water, groundwater, air, or other aspects of the natural environment: the "Environmental Laws". Environmental Laws shall include, but are not limited to, those laws regulating the use, generation, storage, or disposal of hazardous substances, wastes, and materials (collectively, "Hazardous Materials").

Section 10. PODs & Dumpsters. The use of dumpsters and storage pods on a Lot is prohibited unless approved in writing by the ARC during construction or remodeling. Placement of an approved dumpster or storage pod shall be limited to the garage or driveway for a period of time to be approved by the ARC. Any damage resulting from the placement or recovery of the dumpster or storage pod shall be the responsibility of the Owner. The Owner shall be responsible for cleaning up any debris from the dumpster that is scattered into the neighborhood by wind or other means.

Section 11. Utility Service. No lines, wires or other devices for the communication or transmission of electric current or power, including telephone, television, and radio signals,

shall be erected, placed or maintained anywhere in or upon the Property unless the same shall be contained in conduits or cables installed and maintained underground or concealed in, under or on buildings or other structures approved by the ARC. No provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incidental to the construction of buildings or structures approved by the ARC.

Section 12. Flagpoles. Freestanding flagpoles may not be erected on a Lot unless first submitted to the ARC for approval.

Section 13. Clothes Drying Equipment. No clotheslines or other exterior clothes drying apparatus shall be permitted, except as approved by the ARC. No clothes, laundry or wash shall be aired on the Property unless approved by the ARC.

Section 14. Trash Burning. In accordance with James City County ordinances, trash, leaves and other similar material shall not be burned without the written consent of the ARC and all appropriate governmental authorities. This restriction does not apply to reasonable use of outdoor fireplace equipment, e.g., chimeneas, commercially-sold outdoor fire pits, etc.

Section 15. Leasing. No Lot or dwelling unit located on a Lot, or any portion thereof shall be used or occupied for transient or hotel purposes or in any event leased for an initial period of less than twelve (12) months. No Lot or dwelling unit shall be subleased. No Lot or dwelling unit shall be subjected to or used for any timesharing, cooperative, licensing or other arrangement that would entail weekly, monthly or any other type of revolving or periodic occupancy. The terms of any lease shall be subject to all provisions of the Governing Documents and Rules and Regulations and the lease shall provide that the failure of the tenant to comply with the terms of such documents shall be a default under the lease. The Association shall have the right to require an Owner to complete an annual occupancy form, to provide a copy of any lease pertaining to the Lot and for such other documentation or information related to leasing as determined necessary by the Board of Directors.

Section 16. Wells. No well shall be dug or maintained on any Lot unless approved by the ARC and by James City County.

Section 17. Restrictions on Further Subdivision. No Lot shall be further subdivided or separated into smaller Lots by any Owner, nor shall any boundary line be vacated between Lots and no portion less than all of any such Lot shall be conveyed or transferred by any Owner, provided, however, that this shall not prohibit deeds of correction, deeds to resolve boundary line disputes and similar corrective instruments.

Section 18. Encroachments. No tree, shrub, property protection device or planting of any kind on any Lot shall be allowed to overhang or otherwise to encroach upon any sidewalk, street, pedestrian way, or other area from ground level to a height of eight (8) feet, without the prior approval of the ARC, nor shall any such tree, shrub or planting be allowed to block reasonable visibility by the driver of any vehicle. Landscaping in the form of plantings, beds, bushes, shrubs, and the like, in the unpaved portion of the public streets rights of way are prohibited by the Virginia Department of Transportation. No Owner shall plant in that

area without the written permission of that Department and the Board of Directors.

Section 19. Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated or maintained upon any Property except:

a. Such machinery or equipment as is usual and customary in connection with the use, maintenance or construction of a residence, appurtenant structures, or other improvements;

b. Backup electrical generators as approved by the ARC and operated in compliance with rules and regulations of the Association.

c. That which the Association may require for the operation and maintenance of this Community or its Common Area.

The operation and use of any machinery and equipment shall be subject to any applicable ordinance restrictions and such rules and regulations as adopted from time to time by the Board of Directors.

Section 20. Private Swimming Pools. Private swimming pools will be permitted upon approval of plans and specifications by the ARC.

Section 21. Firewood. Firewood may be stored on a Lot for use by the Owner, but only to the extent and in the manner allowed by the Rules and Regulations of the Association, and in no event shall firewood be stored in contact with the ground.

Section 22. Storage Sheds. Storage sheds, not to exceed a footprint of six (6) feet by eight (8) feet and not to exceed eight (8) feet in height, may be placed on the lot, provided an application for such is submitted to the ARC for approval. The siding material, roof material and trim color shall match that as exists on the house or shall be in a style and color complementary to the house. The shed shall be used for storage purposes, and shall not be used as a residence, temporary or otherwise.

ARTICLE VIII OWNER'S RESPONSIBILITY

Section 1. Mowing and Property Maintenance. Owners shall maintain their respective Lots in a clean and neat appearance, good order, condition and repair. Owners shall keep all shrubs, trees, grass and plantings of every kind located on their Lots neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material. The exterior of any dwelling unit and any accessory structures located on a Lot, shall be maintained, repaired and replaced by the Owner of a Lot, and the manner and timing of any such maintenance, repair or replacement, and the materials and the color and texture of such materials shall at all times be subject to the Governing Documents and the Rules and Regulations of the Association.

14925

Section 2. Driveways, Sidewalks and Parking Pads. Owners shall maintain the driveways, sidewalks, walkways and parking pads on their respective Lots in good order, condition and repair and in a clean and neat manner. The driveways, sidewalks, walkways and parking pads shall not be used as storage areas.

Section 3. Other Fences and Walls. Where there is a wall or fence along the rear of any Lot, whether near the rear line or substantially within the line, or a fence or wall that crosses a Lot boundary at an angle and, therefore, is not a party wall or fence, each Owner shall be responsible to maintain such fence or wall in good order, condition and repair and in a clean and neat matter. Each Owner shall be responsible for maintenance, repair and replacement of that portion of any such wall or fence that is located on his or her Lot.

Section 4. Association Action. If any Owner shall fail to maintain such Owner's Lot as required by the Governing Documents, then the Board of Directors may, pursuant to resolution, give notice to the Owner of the condition identified, specifying generally the action to be taken to rectify that condition. If the Owner fails to take the actions specified by the Board of Directors or to otherwise rectify the condition within thirty (30) days after the date the notice is given, or such other period as may be specified in the notice, if the circumstances warrant a different time period, the Board of Directors shall have the right, but not the obligation, to rectify that condition by taking such action or by causing such action to be taken as was specified in the notice. Such right shall include without limitation the right: (i) to mow the grass thereon; (ii) to remove any debris therefrom; (iii) to trim or prune any hedge, or planting that, in the opinion of the Board of Directors, by reason of its location or height or the manner in which it has been permitted to grow, is detrimental to the enjoyment of adjoining property or is unattractive in appearance; (iv) to repair or paint any fence thereon that is out of repair or not in harmony with respect to design or color, with fencing on adjacent property, unless the design or color of such fence has been previously approved by the ARC; and (v) to do any and all things necessary or desirable in the opinion of the Board of Directors to place such Lot in a neat and attractive condition consistent with the intention of this Amended and Restated Declaration. The costs incurred in rectifying that condition shall be assessed against such Owner's Lot and shall be treated as an Assessment as set forth herein and in accordance with the Property Owners' Association Act. Late fees and interest shall accrue in the same manner as Assessments. The Owner shall reimburse the Association within thirty (30) days after receipt of a statement for such expenses from the Board.

ARTICLE IX EASEMENTS

Section 1. Easements. Declarant reserved a perpetual easement, right and privilege to enter upon any Lot or Common Area, and the Association was previously, and is hereby granted, a perpetual easement, right and privilege to enter upon any Lot, either before or after a building has been constructed thereon or during such construction, for the purposes of establishing proper drainage and for the purpose of taking such erosion control measures as Declarant or the Association deems necessary to prevent or correct soil erosion or siltation thereon; provided, however, that Declarant or the Association shall not exercise such right

15025

unless it has given the Owner of the Lot or the Association (as to the Common Area) at least ten days' prior notice thereof and the Owner or the Association, as the case may be, has failed to take appropriate action to correct or prevent the erosion or siltation problem. However, in an emergency, such as water flowing from or onto a Lot, Declarant or the Association may take immediate action. The cost incurred by the Association in undertaking such erosion control measures on any Lot shall become a special assessment upon the Lot and shall constitute a lien against the Lot and shall be collectible in the manner provided herein for the payment of assessments. Declarant also reserves an easement, for so long as it has a warranty responsibility, to go upon any Lot for the purpose of carrying out any such responsibility on an adjoining Lot or the house on said Lot.

Section 2. Other Easements. The following easements shall also exist:

(a) Wherever sidewalks on Lots or a Common Area run along a street line, the Common Area or Lot shall be subject to an easement for the placing, maintaining and repairing of the sidewalks by the Association, and the right of Lot Owners and other lawfully in the community to the use of same. The sidewalks located on the Common Areas and/or on a Lot for the benefit of all Owners of Lots, shall be maintained, repaired and replaced by the Association.

(b) The Association shall have a five-foot easement along rear Lot lines for access, and the fencing of yards shall be subject to this easement.

(c) Minor encroachments of up to one (1) foot shall be allowed on the Common Area for any Lot by the initial improvements on a Lot, including the house, porch, chimney, sidewalks along a road, roof overhang, or the like. A more substantial encroachment onto the Common Area may be allowed by a majority vote of the Association's Board of Directors.

(d) In any situation where the edge of a house's roof is closer than four (4) feet from the Lot's boundary line, there shall be an easement of sufficient width over the adjoining Lot or Common Area to allow the Owner of the house to have four (4) feet next to the house for purposes of doing maintenance, repair or replacement. A similar easement shall exist to allow each Lot Owner access to maintain, repair or replace any fences, walls, driveways and sidewalks.

(e) All easements are shown on recorded plats subdividing this community into sections. These include on certain Lots "sight visibility easements" which will restrict plantings on certain areas of certain Lots.

(f) In any instance where the initial grading of a Lot needs to be redone so that the Lot or the adjacent Lot(s) or other nearby Lots will properly drain, the affected Lot Owner shall have an easement across the Lot or Lots that may be reasonably necessary for access to the land that needs to be graded. The affected Lot Owner shall be responsible for removing and replacing fences that must be taken down to allow such access, and also for the repair of any damage done. Nothing shall be construed herein

to permit an affected Lot Owner to disturb an Owner's residence or require removal or alteration of any improvement. Lot Owners shall have the responsibility not to alter the grade on their Lot and not to do anything that will adversely affect the drainage of their Lot or any other Lot.

(g) The Association, as owner of the community lighting system installed by Declarant for the general illumination within the community, shall have, and is hereby granted, an easement through the Common Area and Lots for the maintenance, repair and replacement of the electric lines, meters and fixtures. The maintenance easement shall be of sufficient size to accommodate the work to be done. The easements on the individual Lots shall be only at those locations where the lines, meters and fixtures are originally installed by Declarant. This easement affecting individual Lots shall also include the right to maintain, repair and replace what has been installed. Any change in the location of the easement may only be made by recorded agreement between the affected Lot Owner and the Association, by act of a majority of the Association's Board of Directors. All maintenance, repairs and replacements referred to above, together with the electric bills for this exterior lighting, and the replacement of light bulbs shall be at the expense of the Association. The Association, by act of a majority of its Board of Directors or of the professional management company managing the community, shall decide when any such work is to be done, but shall not allow the fixtures to become unsightly.

(h) The Association shall have an easement to go upon the portion of Lots and Common Areas that are affected by any "Landscape Easement" shown upon the subdivision plats. Where fences are located on Lots and within a Landscape Easement, the Association's easement shall be to go upon the portion of the Lot lying outside of the fence. The purpose of the Association's easement, and the obligation of the Association shall be to maintain the existing trees and other vegetation within the portion of the Landscape Easement lying outside of any fences, and within all of the Landscape Easement area if there is no fence. The work shall be done to such standards established by the Board of Directors. Lot Owners shall do nothing to change the appearance of the landscaped area for which the Association has the maintenance responsibility. Watering shall not be a maintenance responsibility, but the Association may water if the Board of Directors decides to do so.

ARTICLE X GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Amended and Restated Declaration shall run with and bind the land for a term of thirty-five (35) years from the date this Amended and Restated Declaration is recorded. They shall be automatically extended for ten (10) year periods thereafter unless seventy-five percent (75%) of all Owners vote to terminate or modify them.

Section 2. Amendments. This Amended and Restated Declaration may be amended at any time by the affirmative vote of sixty-seven percent (67%) of all Owners and such

amendment shall be effective when a written amendment signed and certified by the President of the Association that sixty-seven percent (67%) of all Owners have approved the amendment is recorded in the Clerk's Office of the Circuit Court of the County of James City, Virginia.

Section 3. Eligible Mortgagees Votes Required. In addition to Member approval as set forth in Section 2 above, the following shall require approval by at least fifty-one percent (51%) of the Eligible Mortgagees: (i) terminate the Declaration or dissolve the Association; (ii) seek to abandon, partition, subdivide, encumber, sell, lease, exchange, or otherwise dispose of all, or substantially all of the Common Area owned in fee simple by the Association; (iii) add, change or waive the method of determining the obligations, assessments or other charges which may be levied against an Owner; and (iv) add, change, waive or abandon any scheme or regulation, or enforcement thereof, pertaining to the architectural design or exterior appearance or maintenance of Lots.

Section 4. Presumptive Approval. An Eligible Mortgagee who is notified of any amendment by certified mail, return receipt requested, who does not deliver a written negative response to the Association within thirty (30) days, shall be deemed to have approved such amendment.

Section 5. Enforcement. The Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the Governing Document. 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 6. Right to Impose Fines; Suspension of Services. In accordance with Va. Code Ann. 55-513, as amended from time to time, the Board of Directors shall have the power to (i) suspend a member's right to use facilities or services, including utility services, provided directly through the Association for nonpayment of assessments which are more than 60 days past due, to the extent that access to the Lot through the Common Areas is not precluded and provided that such suspension shall not endanger the health, safety, or property of any Owner, tenant, or occupant and (ii) assess charges against any member for any violation of the Declaration or rules and regulations for which the member or his family members, tenants, guests, or other invitees are responsible.

Section 7. Entry for Maintenance. The Association specifically reserves the right to use any or all of the drainage and utility easements shown on the Subdivision Plat for ingress and egress to the Common Area for any legitimate purpose. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of subdivision. Such entry shall be made with as little inconvenience to the Owner or occupant as practicable, and any damage caused thereby shall be repaired by the Association.

Section 8. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

18 of 25

Section 9. Covenants Running with the Land. All provisions of this Declaration shall be construed to be covenants running with the Land, and with every part thereof and interest therein including, but not limited to, every dwelling and the appurtenances thereto; and every Member and his heirs, personal representatives, successors and assigns, shall be bound by all of the provisions of this Declaration.

Section 10. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

Section 11. Headings. All headings in this document are inserted solely for convenience or reference, and none of them constitutes a part of this document or affect its meaning, construction or effect.

Section 12. Effective Date. This Amended and Restated Declaration shall take effect upon recordation in the Clerk's Office of the Circuit Court for the County of James City, Virginia.

UPLOADED
5/4/2021

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