

the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 9. Effect of Nonpayment of General Assessments: Remedies of the Association.

Any general assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum rate permitted by the Act. 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 Property pursuant to the Act. No Owner may waive or otherwise escape liability for the general assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. Such subordination shall not release the Owner from personal liability for such assessment.

ARTICLE V  
PROPERTY RESTRICTIONS

Section 1. Land Use and Building Type. No Lot shall be used except for residential purposes; provided, however, this shall in no way restrict the Common Area Lots being used for their intended purposes. No additional, adjacent or connected buildings to house additional persons for rent or other purposes will be permitted.

Section 2. No businesses shall be conducted from these residences or on these lots wherein any evidence of said businesses is visible from without the residence. This includes signs, marked vehicles, equipment and materials. Neither may any home business generate a stream of traffic to constitute a nuisance to the neighbors. Model and sales trailers in the initial development stages will be permitted.

Section 3. No lots may be subdivided, except lot line adjustments may be permitted provided the total number of lots is not increased.

Section 4. No animals, livestock or poultry of any kind may be kept on any lot except dogs, cats or other household pets, provided they are not kept, bred or maintained for any commercial purpose. No family shall have more than a total of three (3) dogs and cats. Animals must be properly managed so as not to be a nuisance to neighbors by barking or trespass.

Section 5. No lot shall be used or maintained as a dumping ground for rubbish or other material prior to construction. During construction the area will be kept in a reasonably neat and clean condition, although some debris must be expected. After occupancy the property shall be kept in a good state of maintenance by the owner. Trash, garbage and other waste shall not be kept except in sanitary containers which shall be enclosed in a screening structure or shall be installed underground. Incinerators will not be permitted and all trash and refuse must be picked up and hauled away.

Section 6. Easements shown on the plan for streets, drainage, utilities, screening, open space or conservation areas are for the benefit of the residents of Village Square of Williamsburg Subdivision and may be changed only by the Declarant or the County of James City, Virginia.

The Declarant reserves the right to require additional easements not to exceed five (5) feet in width along any property line if drainage problems develop at a later date and require such easements.

Section 7. No construction or improvements shall be permitted within any area designated under the heading "Open Space," "Conservation Area" or "Easement" as reflected on the plat of this subdivision unless approved by Declarant and/or James City County.

Section 8. Owners shall submit to the Declarant for its review and approval architectural elevation and floor plans for all dwelling units to be constructed on the lots, in accordance with the following procedures:

(a) Within fifteen (15) days after Declarant shall have received proposed elevations and floor plans for one (1) or more units to be constructed on the lots, Declarant shall give Owner notice of its approval or disapproval thereof, specifying, in the case of the latter, its reason therefor. Declarant's right to disapprove such plans and specifications shall be exercised in conformance with the following criteria: (1) Subsection (a) of this paragraph; (2) architectural compatibility with units constructed in adjoining sections; and (3) adverse impact on marketability of lots within the rest of the development.

(b) An Owner, upon receipt of a notice of disapproval given pursuant to the above, will promptly undertake to amend and modify the proposed design so as to meet the reasons for Declarant's disapproval specified in the notice of disapproval and, upon completion thereof, the same shall be approved in writing by Declarant within fifteen (15) days after receipt of the same. If there shall be a bona fide dispute between the parties as to whether Declarant's disapproval of any design submitted to it is permitted hereunder, the parties shall enter into

discussions of points of disagreement and use their best efforts to resolve such issues to their mutual satisfaction.

(c) If Declarant fails to give notice of its approval or disapproval within fifteen (15) days after receipt of any architectural elevations submitted to it for its approval, or of any required modification or amendment thereof, the same shall be deemed to have been approved by Declarant.

Section 9. All dwellings shall be served by underground utility service, including sewer, gas, electric, telephone and cable television. All dwellings shall have minimum two hundred (200) amp electric service. No above ground utilities will be permitted.

Section 10. The following additional restrictions will be observed in the intent of preserving the architectural integrity of the buildings:

- (a) No external antennas of any description.
- (b) No window air conditioners.
- (c) No clotheslines unless small and well-screened and approved by Declarant.
- (d) No fencing nearer to the street than the front of the residence and no fencing shall be erected prior to obtaining the approval of Declarant.
- (e) No solar or energy panels to be visible from the street or to any other residence.
- (f) No carports shall be erected on any lot or attached to any residence.
- (g) No structure of a temporary character, trailer, tent, shack, shed or other outbuilding shall be built or used on any lot as a residence or for storage.

(h) No chain link fence except around dog runs, limited to one hundred twenty (120) square feet of run area.

(i) No sign of any kind shall be displayed to the public view on any lot except one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction and sales period, other than on the open space areas adjacent to Ironbound Road, where temporary and permanent signs not to exceed four (4) feet by eight (8) feet may be erected to reflect the entrance to and the name of the subdivision and sales information, to be erected at the discretion of Jamestown, Inc.

(j) All driveways shall extend to the street and it is recommended that they be either aggregate or concrete so as to blend with the streets.

(k) Outbuildings and fencing may be constructed or installed only with the permission of the Declarant.

Section 11. Vehicles. Since the unregulated use of vehicles can destroy the appearance of a neighborhood, the following restrictions will apply:

(a) No more than three (3) ungaraged vehicles will be permitted to be consistently parked on the premises, and these must be in the driveway or on a parking apron off the driveway. These vehicles will be restricted to licensed, operable automobiles, mini-vans and pickup trucks not to exceed three-quarters (3/4) ton in capacity.

(b) No major vehicle maintenance or overhaul of ungaraged vehicles will be permitted if unsightly, and requiring more than two (2) days.

Section 12. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of subdivision. The drainage and

utility easements may also be used by the Declarant for ingress and egress to or to benefit the Common Area and/or the Lots as provided for herein. The Declarant reserves the right to require additional easements not to exceed five (5) feet in width along any property line of any Lot if drainage problems develop at a later date and require such easements as may be necessary in the Declarant's opinion.

**ARTICLE VI**  
**INSURANCE**

Section 1. The Board of Directors is authorized (but not directed) to secure such insurance as it deems advisable and the proceeds or benefit shall be equally for all Lot Owners; no director shall be liable for the failure to obtain any such insurance, with each Owner being encouraged and entitled to secure and provide their respective insurance coverage and there being no duty on the Association to provide any insurance of any type on the Common Area or elsewhere.

**ARTICLE VII**  
**GENERAL PROVISIONS**

Section 1. Enforcement. The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity in the Circuit Court of the City of Williamsburg and County of James City, Virginia, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration in accordance with the Act and all other applicable laws. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Court is hereby specifically empowered and authorized to use of its equitable

powers and authorities to correct any arbitrary, capricious or unreasonable act by the Association or any Lot Owner or committee connected therewith.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners and fifty-one percent (51%) of first mortgagees as hereinafter defined. Any amendment, upon receiving the necessary approval, shall be recorded in a document executed on behalf of the Association by its duly authorized officers. Any amendment must be recorded. In no event shall these covenants and restrictions terminate for so long as the Association owns any Common Area.

Section 4. Association Documents. In accordance with the Act, the Association shall maintain current copies of the Declaration, Articles of Incorporation, Bylaws, Rules and Regulations and budgets and shall provide copies upon request to Owners and Purchasers. The Association shall annually cause to be prepared a statement for each fiscal year which shall be provided to the Owners at each annual meeting.

Section 5. Additional Covenants. It is understood and agreed, anything to the contrary contained herein notwithstanding, as follows:

(a) A first mortgagee will be provided written notification of any default by the mortgagor of such Lot in the performance of such mortgagor's obligations under the Subdivision documents which is not cured within thirty (30) days; as used herein, the terms "first mortgage," "mortgage" or "mortgagor" shall have the same meaning and import as "first deed of trust noteholder" or "first deed of trust" or "grantor of a deed of trust"; the terms "mortgage" and "deed of trust" for the purposes herein shall have the same meaning and intent.

(b) Any first mortgagee who comes into possession of a Lot in the Properties pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure shall be exempt from any "right of first refusal," if any.

(c) Any first mortgagee who comes into possession of a Lot pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure shall take the Property free of any claims for unpaid assessments or charges against the mortgaged unit which accrue prior to the time such holder comes into possession of the Lot.

(d) Unless at least fifty-one percent (51%) of the first mortgagees (based upon one [1] vote for each first mortgagee) of individual Lots in the Properties have given their prior written approval, the Association shall not be entitled to:

(1) By act or omission seek to abandon, petition, subdivide, encumber, sell or transfer real estate or improvements thereon which are owned, directly or indirectly, by such Association for the benefit of the Owners and Lots in the Properties, provided, however, that the Declarant, or the Association by a vote of its Board of Directors, at any time may convey all or any part of the Common Area to the County of James City, Virginia, or to any



other public body, who shall thereafter maintain the same. The conveyance to the County of James City or other public body, or the granting of easements for public utilities or for other public purposes consistent with the intended use of such property by the Association shall not be deemed a prohibited transfer within the meaning of this clause.

(2) Change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner.

(3) Use hazard insurance proceeds for losses to any Common Area property for other than the repair, replacement or reconstruction of such improvements.

(e) First mortgagees shall have the right to examine the books and records of the Association or any entity which owns the Common Area or the property of the Association.

(f) First mortgagees of Lots in the Properties may, jointly or singly, pay taxes or other charges which are in default and which may have become a charge against any Common Area property and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such property, and first mortgagees making such payments shall be owed immediate reimbursement therefor from the Association. Entitlement to such reimbursement is hereby agreed to and this instrument shall constitute an agreement in favor of all first mortgagees of Lots in the Properties.

(g) No provision of the Association Articles of Incorporation, or the declaration of easements, restrictions and covenants, or any similar instrument pertaining to the Properties or to Lots therein gives a Lot Owner or any other party priority over any rights of first mortgagees of Lots herein pursuant to their mortgages in the case of a distribution to Lot

Owners of insurance proceeds or condemnation awards for losses to or taking of the Association's common property.

(h) Lot Owners have a right to enjoyment of the Common Areas as provided herein and such Property is owned in fee by the Association. The Common Area properties were conveyed to the Association unencumbered except for any easements granted for public utilities or for other public purposes consistent with the intended use of such Property by the Association.

(i) In the event that management other than self-management is required of the Association, and in the event that the Association elects or decides to terminate said management, then all first mortgagees shall be given at least thirty (30) days notice of said action.

(j) All first mortgagees shall be entitled to receive reasonable written notice of damage to or condemnation of any part of the Common Area.

(k) Any approval herein required by a first mortgagee shall be implied if a first mortgagee has failed to submit a response within fourteen (14) days to a written proposal or notice, provided the proposal or notice was delivered by certified or registered mail, with a return receipt requested.

Section 6. Easement for Public Necessity. Upon recordation of this Declaration, there is hereby granted to the County of James City, Virginia, its employees and agents a perpetual right of ingress and egress over and upon the Common Area in order to assure the performance of all public duties, including but not limited to law enforcement officers, rescue squad personnel, fire fighting personnel and building officials. In addition, Declarant shall have the

**VILLAGE SQUARE OF WILLIAMSBURG HOMEOWNERS ASSOCIATION, INC.**  
**SUMMARY OF CURRENT RESTRICTIONS AND COVENANTS APPLICABLE TO HOMEOWNERS**  
**Spring 2012**

<u>Description of Restriction, Covenant or Rule</u>	<u>Governing Document Reference</u>
<b>1. General Use of Homes and Lots</b>	
1.1. Lots may be used only for residential purposes	Declaration Art. V, Sec. 1
1.2. Accessory buildings cannot be used to house additional people.	Declaration Art. V, Sec. 1
1.3. Lots cannot be subdivided.	Declaration Art. V, Sec. 3
1.4. Window air conditioning units are not permitted.	Declaration Art. V, Sec. 10(b)
1.5. Clotheslines are prohibited, unless approved by Association.	Declaration Art. V, Sec. 10(c)
1.6. Any solar or energy panels must not be visible from the street or any other residence.	Declaration Art. V, Sec. 10(e)
1.7. Carports are not permitted.	Declaration Art. V, Sec. 10(f)
1.8. No temporary structures, trailers, tents, shacks, sheds or other outbuildings can be constructed or used on any Lot as a residence or for storage.	Declaration Art. V, Sec. 10(g)
1.9. No signs may be displayed to the public view on any Lot except one sign of not more than five (5) square feet advertising the Lot for sale or rent.	Declaration Art. V, Sec. 10(i); Rules and Regulations Sec. 2.1(a)
1.10. All driveways must extend to the street.	Declaration Art. V, Sec. 10(j)
1.11. Association approval is required for any outbuilding.	Declaration Art. V, Sec. 10(k)
1.12. Antennae or satellite dishes must be no larger than one (1) meter in diameter and be placed in location that minimizes visibility of the antennae from the street, provided a signal can be adequately obtained. (Note the referenced restriction in the Declaration is qualified by federal law as indicated here).	Declaration Art. V, Sec. 10(a)
1.13. Each Lot must be kept in a good state of maintenance.	Declaration Art. V, Sec. 5
<b>2. Vehicles</b>	
2.1. No more than three (3) ungaraged vehicles may be consistently parked on any Lot.	Declaration Art. V, Sec. 11
2.2. Any ungaraged vehicles on any Lot must be parked in the driveway or on a parking apron off the driveway.	Declaration Art. V, Sec. 11
Page 1 of 3	

*John C. Ken* 4-26-12  
*Joe A. Bat* 5/9/12

2.3. Ungaraged vehicles permitted on a Lot are limited to licensed, operable automobiles, mini-vans, and pick-up trucks not to exceed three quarters (3/4) ton in capacity.	Declaration Art. V, Sec. 11
2.4. No major vehicle maintenance is permitted to occur upon a Lot outside of a garage if it is unsightly and requires more than two (2) days to complete.	Declaration Art. V, Sec. 11
<b>3. Home Businesses</b>	
3.1. No business operations can be carried at a home or on a Lot if it is visible from outside. Visibility from the outside includes, but is not limited to, visible signs, equipment, materials, and marked vehicles.	Declaration Art. V, Sec. 2
3.2. Home businesses may not generate nuisance traffic.	Declaration Art. V, Sec. 2
<b>4. Trash and Debris</b>	
4.1. Vacant lots cannot be used as a for dumping for rubbish or for materials storage	Declaration Art. V, Sec. 5
4.2. Trash and garbage may only be kept in sanitary containers which are kept in a screening structure or installed underground.	Declaration Art. V, Sec. 5
<del>4.3. Incinerators are not permitted.</del>	<del>Declaration Art. V, Sec. 5</del>
4.4. All trash and refuse must be picked up and hauled away.	Declaration Art. V, Sec. 5
<b>5. Fences</b>	
5.1. Approval of the Association is required for any fence	Declaration Art. V, Secs. 10(d), (k)
5.2. Fencing may not be any closer to the street than the front of the home	Declaration Art. V, Sec. 10(d)
5.3. Chain link fences are not permitted; except around dog runs which are limited to one hundred twenty (120) square feet of run area	Declaration Art. V, Sec. 10(h)
<b>6. Pets and Animals</b>	
6.1. The only animals that can be kept on a Lot are dogs, cats, and household pets.	Declaration Art. V, Sec. 4
6.2. No livestock or poultry of any kind may be kept on a Lot.	Declaration Art. V, Sec. 4
6.3. On any Lot, a family may not keep more than a total of three (3) dogs and cats.	Declaration Art. V, Sec. 4
6.4. No animals may be kept, bred, or maintained for any commercial purpose on any Lot.	Declaration Art. V, Sec. 4
6.5. All animals must be properly managed by Owners so as not to be a nuisance to neighbors by barking or trespass.	Declaration Art. V, Sec. 4
Page 2 of 3	

2.3. Ungaraged vehicles permitted on a Lot are limited to licensed, operable automobiles, mini-vans, and pick-up trucks not to exceed three quarters (3/4) ton in capacity.	Declaration Art. V, Sec. 11
2.4. No major vehicle maintenance is permitted to occur upon a Lot outside of a garage if it is unsightly and requires more than two (2) days to complete.	Declaration Art. V, Sec. 11
<b>3. Home Businesses</b>	
3.1. No business operations can be carried at a home or on a Lot if it is visible from outside. Visibility from the outside includes, but is not limited to, visible signs, equipment, materials, and marked vehicles.	Declaration Art. V, Sec. 2
3.2. Home businesses may not generate nuisance traffic.	Declaration Art. V, Sec. 2
<b>4. Trash and Debris</b>	
4.1. Vacant lots cannot be used as a for dumping for rubbish or for materials storage	Declaration Art. V, Sec. 5
4.2. Trash and garbage may only be kept in sanitary containers which are kept in a screening structure or installed underground.	Declaration Art. V, Sec. 5
4.3. Incinerators are not permitted.	Declaration Art. V, Sec. 5
4.4. All trash and refuse must be picked up and hauled away.	Declaration Art. V, Sec. 5
<b>5. Fences</b>	
5.1. Approval of the Association is required for any fence	Declaration Art. V, Secs. 10(d), (k)
5.2. Fencing may not be any closer to the street than the front of the home	Declaration Art. V, Sec. 10(d)
5.3. Chain link fences are not permitted; except around dog runs which are limited to one hundred twenty (120) square feet of run area	Declaration Art. V, Sec. 10(h)
<b>6. Pets and Animals</b>	
6.1. The only animals that can be kept on a Lot are dogs, cats, and household pets.	Declaration Art. V, Sec. 4
6.2. No livestock or poultry of any kind may be kept on a Lot.	Declaration Art. V, Sec. 4
6.3. On any Lot, a family may not keep more than a total of three (3) dogs and cats.	Declaration Art. V, Sec. 4
6.4. No animals may be kept, bred, or maintained for any commercial purpose on any Lot.	Declaration Art. V, Sec. 4
6.5. All animals must be properly managed by Owners so as not to be a nuisance to neighbors by barking or trespass.	Declaration Art. V, Sec. 4
Page 2 of 3	

<b>7. Construction</b>	
7.1. During construction, Lots will be kept in a reasonably neat and clean condition, with an expectation there will be some construction debris.	Declaration Art. V, Sec. 5
7.2. An Owner must submit building plans to the Association for review and approval prior to construction of any house on a Lot.	Declaration Art. V, Sec. 8
7.3. All houses must be served by underground utility service, including sewer, gas, electric, telephone and cable television. No above ground utilities are permitted.	Declaration Art. V, Sec. 9
7.4. All houses must have a minimum two hundred (200) amp electric service.	Declaration Art. V, Sec. 9
<b>8. Leasing</b>	
8.1. Leases must be for a term of not less than thirty (30) days	Declaration Art. II, Sec. 3
8.2. Owners must include a provision in any Lease requiring tenants to comply with restrictions, covenants and rules in the Association Governing Documents	Declaration Art. II, Sec. 3
<b>9. Monetary Obligations</b>	
9.1. Owners must pay the Association assessments levied against their Lots	Declaration Art. IV, Sec. 1; Bylaws Art. XII, Sec. 1
9.2. Owners must pay interest on delinquent assessments	Declaration Art. IV, Sec. 9; Bylaws Art. XII, Sec. 1
9.3. Owners must pay costs and reasonable attorney's fees related to delinquent payment of assessments	Bylaws Art. XII, Sec. 1

\* This document is intended to be a summary of restrictions, covenants, and rules imposed upon Owners of Lots in Village Square as established through the Declarations and Bylaws. This document does not independently create any new obligations. The absence in this Summary of any obligation on Owners established under any Governing Documents shall not operate as a waiver or in any manner restrict the enforcement of such obligation.