

Powhatan of Williamsburg Secondary
Phase V-B (Westover Section)
Lots 1-26

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

THIS SUPPLEMENTAL DECLARATION is made this 28th day of October, 1999 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.

ARTICLE 1

PROTECTIVE COVENANTS AND RESTRICTIONS

1. Single-Family Residences. No more than one detached private dwelling unit and attendance 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 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 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 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.

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.

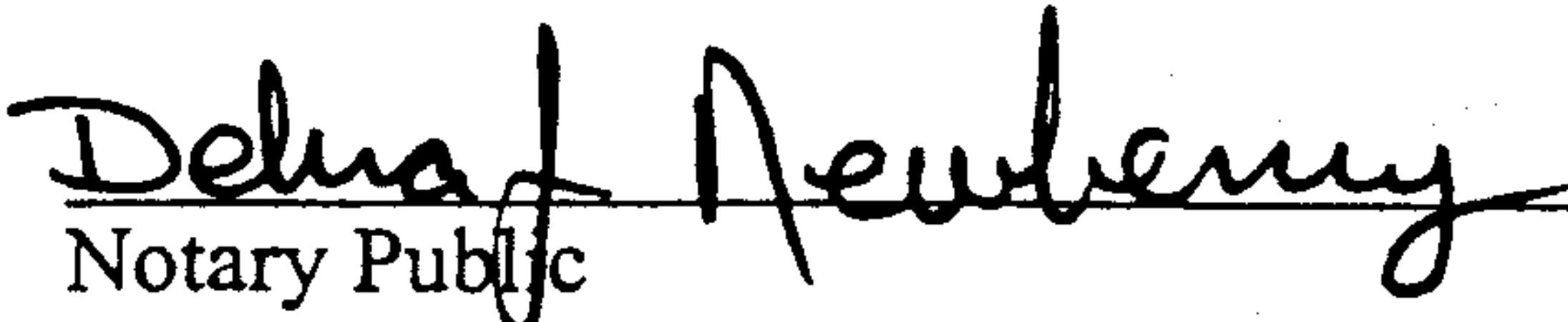
WITNESS the following signature and seal:

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 28 day of October, 1999.


Notary Public

My commission expires: 9-30-2000

#604260

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 26, inclusive, as shown on the certain plat entitled "SUBDIVISION PLAT OF POWHATAN OF WILLIAMSBURG SECONDARY, PHASE V-B, BEING A SUBDIVISION OF PROPERTY OF POWHATAN ENTERPRISES INC., BERKELEY DISTRICT, JAMES CITY COUNTY, VIRGINIA", made by Langley and McDonald, Inc., dated August 23, 1999, and recorded in the Clerk's Office of the Circuit Court for the County of James City and Williamsburg, Virginia, in Plat Book 75, page 134/4.