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Tax Map Number: See Exhibit "A"

AMENDED AND RESTATED
DECLARATION OF COVENANTS
AND RESTRICTIONS
OF
POWHATAN PLACE

Prepared by and return to:

Megan M. Scanlon, Esquire - VSB#73388
Tarley Robinson, PLC
4808 Courthouse Street, Suite 102
Williamsburg, VA 23188

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AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS
OF
POWHATAN PLACE

This Amended and Restated Declaration of Covenants and Restrictions of Powhatan Place (this "Declaration"), is made the 20 day of June 2014, by POWHATAN PLACE COMMUNITY ASSOCIATION, INC., a Virginia nonstock corporation (the "Association"), Grantor.

WHEREAS, Powhatan Place, L.L.C., a Virginia limited liability company ("Developer") subjected certain real property to a Declaration of Covenants and Restrictions of Powhatan Place dated December 21, 2000 and recorded on December 22, 2000 in the Clerk's Office of the Circuit Court of James City County, Virginia (the "Clerk's Office") as Instrument No. 000023284 as the same has been amended from time to time (the "Original Declaration"); and

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

WHEREAS, pursuant to a Supplemental Declaration of Covenants, Conditions and Restrictions dated April 14, 1999 (the "Original Powhatan Place Supplemental Declaration") and duly recorded in the Clerk's office as instrument number 990008279, Developer subjected certain real property described in Exhibit A thereto (the "Property") to the Declaration; and

WHEREAS, pursuant to an Amended and Restated Supplemental Declaration of Covenants, Conditions and Restrictions (For Powhatan Place) dated December 16, 2000 and duly recorded in the Clerk's Office as instrument number 000023282, Developer amended the Original Powhatan Place Supplemental Declaration; and

WHEREAS, it is now the desire of the Members of Powhatan Place Community Association, Inc. to amend and restate the Original Declaration in its entirety; and

WHEREAS, Article X, Section 2 of the Original Declaration permits the amendment of the Original Declaration by an instrument ratified by the President and Secretary of the Association certifying that the Owners of not less than two-thirds (2/3) of the Lots have approved the amendment; and

WHEREAS, Owners of not less than two-thirds (2/3) of the Lots approved this Amended and Restated Declaration; and

WHEREAS, Article X, Section 2 of the Original Declaration requires the approval of Powhatan Community Services Association ("PCSA"); and

WHEREAS, PCSA has approved this amendment as evidenced by its signature hereto.

NOW, THEREFORE, the Grantor declares that the Property, as described herein, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions contained in this Amended and Restated Declaration of Covenants, Conditions and Restrictions (the "Declaration"), which are for protecting the value and desirability of the Properties, which shall run with the real property and be binding on all parties having any right, title or interest in the described properties, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner.

ARTICLE 1 DEFINITIONS

- 1.1 "Association" shall mean the Powhatan Place Community Association, Inc., its successors and assigns.
- 1.2 "Common Area" shall mean all real property, including the improvements thereon, owned by the Association for the common use and enjoyment of the Owners and designated on the Subdivision Plat referenced in the Declaration. Common Area shall also mean and refer to any drainage facilities including any lakes and/or retention ponds, whether located on a Lot or Lots or in a public right of way that are required by the County of James City, Virginia or the Virginia Department of Transportation to be constructed and/or maintained by the Declarant, the Association or any Owner. The Subdivision Plat depicts a 20 foot easement to the Powhatan Community Services Association (referred to as PCSA on the Subdivision Plat) which is dedicated in part to the PCSA by that certain plat recorded in the Clerk's Office in Plat Book 71 at Pages 53 and 54 and which is partially relocated and rededicated to the PCSA on the Subdivision Plat (the "Walkway Easement"). While the Walkway Easement and the "Nature Trail" located therein are not part of the Common Area, the Timber Walkway located within the Walkway Easement and shown on the Subdivision Plat (the "Timber Walkway") shall constitute a portion of the Common Area and the Timber Walkway shall be subject to an easement of ingress and egress for the benefit of the PCSA and its Members and Powhatan Enterprises, Inc. (for so long as Powhatan Enterprises, Inc. owns real property benefitted or serviced by the Walkway Easement).
- 1.3 "Declarant" shall mean Powhatan Place, L.L.C., a Virginia Limited Liability Company, its successors and assigns.
- 1.4 "Dwelling Unit" shall mean the single-family residence constructed on a Lot.
- 1.5 "Governing Documents" shall mean this Declaration, the Articles of Incorporation,

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the Bylaws and any rules and regulations as the same may be amended from time to time.

- 1.6 “Lot” shall mean and refer to any numbered Lot or plot of land shown upon any recorded Subdivision Plat with the exception of the Common Area and right of way areas.
- 1.7 “Member” shall mean every person or entity who holds membership in the Association.
- 1.8 “Owner” shall mean the record owner whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having any interest as security for the performance of an obligation.
- 1.9 “Property” or “Properties” shall mean the real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

ARTICLE 2 COMMON AREA

- 2.1 Maintenance Responsibility of the Association. In accordance with the requirements of the Governing Documents and subject to the rights of the Owners as set forth in this Declaration, the Association shall be responsible for the management, maintenance, improvement, care, operation, repair, renovation, replacement, and control of the Common Area and all improvements thereon, including related fixtures, personal property, and equipment, and shall keep the same in good, clean, and attractive condition, order, and repair. The Timber Walkway located within the Walkway Easement and shown on the Subdivision Plat shall constitute a portion of the Common Area. Unless otherwise determined by the Board of Directors, all repairs and replacements shall conform to the original construction and installation and shall be of equal or better quality. The Timber Walkway is subject to an easement of ingress and egress which runs to the benefit of the PCSA and Powhatan Enterprises, Inc. (for so long as Powhatan Enterprises, Inc. owns real property serviced or benefitted by the Walkway Easement). The PCSA shall have no liability or responsibility for the Timber Walkway.
- 2.2 Owners’ Easements of Enjoyment. Subject to the provisions of the Governing Documents, every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the rights of the Association:

- 2.2.1 To establish reasonable rules and regulations as needed with respect to use of the Common Area and with respect to such other areas of responsibility assigned to the Association by the Declaration, except where expressly reserved by the Declaration to the Owners, to establish reasonable rules and regulations pertaining to Owners' guests, and to charge reasonable fees and dues for the use of the Common Area and certain facilities. The Powhatan Place Rules shall not be inconsistent with this Declaration, the Articles, Bylaws or the PCSA Declaration;
- 2.2.2 To suspend an Owner's right to use or benefit from any of the Common Area for any period during which any assessment, charges, fees, or dues are more than 60 days past due, subject to any limitations in the Property Owners' Association Act;
- 2.2.3 To suspend an Owner's right to use or benefit from any of the Common Area for any period during which any other infraction of the Governing Documents by the Owner remains uncorrected after the last day of a period established for correction by the Association;
- 2.2.4 To grant permits, licenses and easements under, through and over the Common Area or other areas of Association responsibility for drainage, utilities, roads, access and other purposes which are reasonably necessary to the ongoing development and operation of the Properties, or as deemed by the Board of Directors to be in the best interest of the Association;
- 2.2.5 To dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be desired by the Association;
- 2.2.6 With the approval of two-thirds (2/3) of the Owners, to sell, lease, exchange, dispose of, encumber, or mortgage all or any part of the Common Area in accordance with the Governing Documents and with the consent of PCSA (in its sole and absolute discretion), which consent shall be deemed given unless PCSA notifies the Association in writing of its objections to such sale or other transaction within thirty (30) days of being notified;
- 2.2.7 To enter into shared use and maintenance agreements;
- 2.2.8 To establish rules and regulations pertaining to parking, including, without limitation, limiting the number of vehicles per Lot that may be parked on the designated parking areas, prohibiting parking in certain areas, assigning parking spaces for exclusive use of one or more Lots, regulating use of spaces

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by visitors, and such other rules as may be deemed necessary by the Board from time to time; however, the Association is under no obligation to promulgate a parking plan, nor is any Owner guaranteed to be assigned any particular parking space; and

- 2.2.9 The right of Members of PCSA to utilize the Walkway Easement and Nature Trail.
- 2.3 Delegation of Use. Any Owner may delegate his right of enjoyment to the Common Area and facilities to the members of his family who reside with the Owner, his tenants, or contract purchasers who reside on the Property.
- 2.4 Damage or Destruction of Common Area by Owner. In the event any Common Area or improvement thereon is damaged or destroyed by an Owner, his tenants, guests, licensees, agents, or members of his family, the Association may repair such damage at the Owner's expense. The Association may repair such damage in a good and workmanlike manner in conformance with the original plans and specifications of the area or improvement involved, or as the Common Area or improvement may have been modified or altered, at the discretion of the Board of Directors. The cost of such repairs shall become an Individual Assessment, as described more particularly in Section 4.7 herein, upon the Lot of such Owner and shall constitute a lien upon such Owner's Lot and be collectible in the same manner as other assessments set forth in Article 4 herein.
- 2.5 Eminent Domain Condemnation. Each Owner hereby irrevocably appoints the Board of Directors as his agent and attorney-in-fact to pursue and settle all claims arising out of the taking of any of the Common Area by eminent domain or condemnation.

ARTICLE 3 MEMBERSHIP AND VOTING RIGHTS

- 3.1 Membership. Every person or entity, whether one or more persons or entities, who is a record owner of the fee simple title to any Lot as described on the recorded plats for the Properties referenced in the Declaration, shall be a Member of the Association. Membership is appurtenant to and may not be separated from the ownership of any Lot.
- 3.2 Voting. Each Member is entitled to one vote for each Lot owned. When more than one person or entity is the record Owner of a Lot, the vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. Except as otherwise provided by provisions of the Governing Documents, the affirmative vote of the Members having a majority of the votes

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represented at a duly called meeting at which a quorum is present shall be the decision of the Members, and shall be binding on all the Members.

ARTICLE 4 COVENANT AND MAINTENANCE ASSESSMENTS

- 4.1 Creation of the Lien and Personal Obligation of Fees and Assessments. 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: (i) Annual Assessments or charges; and (ii) Special Assessments for capital improvements, and (iii) Individual Assessments (collectively "Assessments"), such Assessments to be established and collected as hereinafter provided. The Assessments, together with interest, late fees, costs of collection, reasonable attorneys' fees and court costs, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such charge is made. Each such Assessment, together with interest, late fees, costs of collection, reasonable attorneys' fees and court costs, shall also be the personal obligation of the person who was the Owner of such Lot at the time when 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 avoid liability for Assessments by the nonuse of the Common Area or by abandonment of his Lot.
- 4.2 Other Assessments. As set forth in the Property Owners' Association Act, this Declaration, or the Bylaws, the Board of Directors has the power and authority to establish Annual Assessments, Special Assessments, and Individual Assessments. The Board of Directors shall determine the date each Assessment is due and may permit an Assessment to be paid in installments extending beyond the fiscal year in which it is imposed.
- 4.3 Purpose of Assessments. The Annual and Special Assessments levied by the Association shall be used exclusively for the management, maintenance, improvement, care, operation, renovation, repair and replacement of the Common Area; for the procurement of insurance for the Association; for the establishment of reserves with respect to Association obligations; for the discharge of such other obligations of the Association imposed or assumed by the Association pursuant to the Governing Documents; for the administration of the Association; and to promote the recreation, health, safety and welfare of the Owners of the Property.
- 4.4 Budget and Annual Assessment. The amount of Annual Assessments shall be based on the annual budget adopted by the Board pursuant to the Bylaws. Upon approval of the budget by the Board of Directors, a copy of the budget shall be provided to the PCSA, along with income, expense and reserve assumptions and factors, which approval shall not be unreasonably withheld or arbitrarily exercised. Should PCSA

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not object to the budget in writing to the Association within fifteen (15) days of its submission to PCSA, then PCSA shall be deemed to have approved the budget and the budget shall become effective. In the event that an increase in the maximum annual assessment is rescinded or reduced, such rescission or reduction shall be subjected to the approval of the PCSA, which approval shall not be unreasonably withheld or arbitrarily exercised, and which approval shall be deemed given should PCSA fail to object to such rescission or reduction to the Association in writing within fifteen (15) days after being notified of the same.

- 4.5 Date of Commencement of Annual Assessments: Due Dates. The Board of Directors shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each Annual Assessment period. Written notice of the Annual Assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of Assessments on a Lot is binding upon the Association as of the date of its issuance.
- 4.6 Special Assessments. The Board of Directors may levy, for any fiscal year, a Special Assessment applicable to that year, but not longer than the following year 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, or for any other area of Association responsibility as provided for in this Declaration, provided any Special Assessment in excess of ten percent (10%) of the Annual Assessment shall shall have the assent of two-thirds (2/3) of the Members who are voting in person or by proxy, at a meeting duly called for this purpose.
- 4.7 Individual Assessments. Individual Assessments shall be those expenses directly related to maintenance or a service provided to one or more Lots, whether at the request of the Owner thereof or as an exercise of an Association remedy, as set forth Article 8 and in Sections 7.1 and 7.2 herein, and shall also include violation charges levied pursuant to the Governing Documents and Va. Code Ann. § 55-513(B). If an Individual Assessment is levied on multiple Lots owned by one Owner it shall be allocated among that Owner's Lots as the Board of Directors directs or, in the absence of such direction, equally among such Lots. Notwithstanding the concept of Individual Assessments, the Association is not obligated to provide any service or maintenance to Lots except as expressly provided in the Governing Documents.
- 4.8 Capital Assessment. Upon closing of the sale of any Lot, the purchasing Owner shall pay to the Association, in addition to and not as an advance payment of any other

Assessment, a Capital Assessment in the amount of twenty-five percent (25%) of the current maximum annual assessment or such amount as set from time to time by the Board of Directors of the Association. The Board of Directors is specifically authorized to determine the amount of the Capital Assessment by resolution, from time to time.

- 4.9 Uniform Rate of Assessment. Both Annual and Special Assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis or as otherwise determined by the Board.
- 4.10 Nonpayment of Assessments. The Assessment liens provided for in this Declaration may be perfected and enforced in the manner provided by Va. Code Ann. § 55-516. A statement from the Association showing the balance due on any Assessment shall be *prima facie* proof of the current Assessment balance and the delinquency, if any, due on a particular Lot. The Association shall be entitled to foreclose the lien, and/or bring an action at law against any Owner personally obligated to pay the same, either in the first instance or for a deficiency judgment following foreclosure. Late fees, interest (as set by the Board of Directors from time to time) from the due date, all costs of collection, reasonable attorneys' fees in a minimum amount of 25% of the amount due, and court costs shall be added to the amount of such Assessment and shall be secured by the assessment lien. Late fees, interest, costs of collection and reasonable attorneys' fees shall be added to the account whether or not any legal action is initiated. The Board of Directors is authorized to establish, from time to time, the amount of the late fees and the interest rate to be charged to the account. Upon the failure of an Owner to pay any installment when due, the Board of Directors may accelerate the remaining year's installments and declare the entire amount due and payable.
- 4.11 Subordination of the Lien to Mortgages. The lien of the charges provided for herein shall be subordinate to the lien of any prior mortgage or deed of trust. Sale or transfer of any Lot shall not affect the lien for charges. However, the sale or transfer of any Lot by foreclosure of a prior mortgage or deed of trust, shall extinguish the lien of such charges as to payments which become due prior to such sale or transfer, provided that there is no surplus from the sale to pay the lien in full or in part. No sale or transfer shall relieve such Lot from liability for any charges thereafter becoming due or from the lien thereof.

ARTICLE 5 ARCHITECTURAL CONTROL

- 5.1 Architectural Review Board. The Board of Directors shall appoint an Architectural Review Board ("ARB") composed of three (3) Owners for the purpose of reviewing and approving or disapproving all plans submitted by Owners in accordance with this

Article and any Architectural Standards as hereafter defined. The Board of Directors shall determine the term length for the ARB members. Co-owners of a Lot shall not be permitted to serve on the ARB at the same time.

- 5.2 Architectural Standards. The ARB shall recommend Architectural Standards to the Board of Directors which shall include standards for guidelines, review fee, requirements and rules and regulations governing the process and construction of improvements. The Board shall have the authority to adopt, implement, and enforce such Architectural Standards, including the ability to require the payment of a review fee.
- 5.3 Approval of Plans. The ARB shall not knowingly approve the plans for any improvement that would clearly violate any of the applicable provisions of the Governing Documents. In all other respects, the ARB may exercise its sole discretion in determining whether to approve or disapprove any plans, including, without limitation, the location of an improvement to a Lot. Nothing contained in this Declaration shall require the ARB to approve the plans for improvements or landscaping on a Lot on the grounds that the same or a similar layout, design, and/or other aspects of such improvements or landscaping are substantially the same as the layout, design, and other aspects of improvements or landscaping approved by the ARB for another Lot.
- 5.4 PCSA Approval. As more fully set forth in Article 11 of this Amended and Restated Declaration, the Property is also subject to that certain Declaration of Covenants and Restrictions which grants PCSA certain powers and privileges including, but not limited to, the right to regulate the external design, appearance and location of improvements on a Lot and the Common Area. **Approval by the ARB of any improvements to be erected on a Lot pursuant to the provisions in this Article 5 does not and shall not constitute approval of the same by the PCSA and the external design, appearance and location of improvements to be erected on a Lot is subject to the approval of the PCSA in addition to the approvals required pursuant to this Amended and Restated Declaration.**
- 5.5 No Improvement to be Constructed Without Approval. No improvement shall be constructed, erected, installed, or maintained on any Lot, nor shall any improvement be altered, enlarged, demolished, or removed in a manner that alters the exterior appearance, including paint color, of the improvement or of the Lot on which it is situated, unless the plans therefor have been approved by the ARB and the PCSA. After the plans have been approved, all improvements shall be constructed, erected, installed, maintained, altered, enlarged, demolished, or removed strictly in accordance with the approved plans. Upon commencing the construction, erection, installation, alteration, enlargement, demolition, or removal of an improvement, all

of the work related thereto shall be carried on with reasonable diligence and dispatch and in accordance with the construction schedule approved by the ARB and the PCSA.

- 5.6 Limitation of Liability. The ARB's approval of any plans or requirement that the plans be modified shall not constitute a warranty or representation by the ARB or the Association or the Board of the adequacy, technical sufficiency, or safety of the improvements described in such plans, as the same may be modified; and the Association and the ARB 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. In no event shall the Association, its Board, the ARB or its members have any liability whatsoever to any Owner, a Mortgagee, a Contractor, or any other party for any costs or damages, consequential or otherwise, that may be incurred or suffered on account of the ARB's approval, disapproval, or conditional approval of any plans.

ARTICLE 6 USE RESTRICTIONS

- 6.1 Residential Use. Each Lot is limited to one (1) single-family attached townhouse-style dwelling ("Dwelling") for the use and occupancy of one (1) family. Family is defined as follows: (i) an individual; (ii) two or more persons related by blood, adoption, marriage or guardianship, living and cooking together as a single housekeeping unit; (iii) a number of persons, not exceeding three, living and cooking together as a single housekeeping unit though not related by blood, adoption, marriage or guardianship; or (iv) not more than two unrelated persons living and cooking together as a single housekeeping unit, along with one or more dependents related to either of them by blood, marriage, adoption or guardianship. All structures on a Lot other than the Dwelling are limited to one story in height. No Lot shall be permitted to be re-subdivided into additional building sites, nor shall any Lot be combined with all or any part of another Lot.
- 6.1.1 No Dwelling Unit shall be rented for transient or hotel purposes. No Dwelling or Lot shall be rented for an initial period of less than twelve (12) months. No portion of a Dwelling or Lot shall be leased for any period. No Dwelling or Lot, or portion thereof, shall be subleased.
- 6.1.2 No Dwelling Unit, or any portion thereof, 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.

- 6.1.3 No Lot or Dwelling shall be used for commercial purposes. No manufacturing trade, business, commerce, industry, professional office or other occupation whatsoever shall be conducted or carried on or upon any Lot or any part thereof or in any Dwelling, or other structure erected thereon. However, the foregoing may not be deemed to prohibit "home offices" or "home occupations" provided that the same are in conformance with the Zoning Ordinance of James City County and such "home office" or "home occupation" does not entail the entry upon the Lot of customers, clients, employees or suppliers as part of such "home office" or "home occupation." Notwithstanding the foregoing, no signage of any type shall be permitted to be placed on the exterior of the Dwelling or on the Lot, or within the Dwelling so as to be visible from the outside.
- 6.2 Leasing. No Lot or Dwelling Unit thereon shall be leased unless the Owner complies with the requirements contained in this Article 6.
- 6.2.1 The following lease restriction shall affect Owners who become members of the Association on or after January 1, 2014: No more than twelve (12) of the total number of 59 Dwelling Units within the Association shall be leased at any given time. Owners may not lease their Dwelling Unit unless they have occupied the same for at least two consecutive years. In its sole discretion, the Board of Directors may grant one or more hardship exceptions.
- 6.2.2 This restriction shall become applicable upon the sale, conveyance, transfer or upon any other change in ownership of any Dwelling Unit that occurs on or after January 1, 2014. The transfer of ownership of a Dwelling Unit by bequeath to a family member of a Owner shall be considered a change of ownership.
- 6.2.3 Effective as of the date of recordation of this Declaration, Dwelling Units shall only be leased pursuant to a written form of lease requiring the tenant to (i) comply with the Governing Documents; and (ii) providing that failure to comply shall constitute a default under the lease.
- 6.2.4 Effective as of the date of recordation of this Declaration, Owners desiring to lease their Dwelling Unit shall apply to the Association pursuant to this section and such Rules and Regulations as may be hereinafter adopted from time to time by the Board of Directors.
- 6.2.5 Effective as of the date of recordation of this Declaration, the Owner shall provide to the tenant, a current copy of the Governing Documents. The Owner shall include language in the lease agreement stating (i) the lease is

made subject to the provisions of the Governing Documents; (ii) all persons occupying the property are required to comply with the Governing Documents; and (iii) the failure of the tenant, the tenant's family or guests to comply with the terms of such documents shall constitute a default under the lease agreement. The Owner shall be responsible for the conduct of the tenant, the tenant's family and guests at all times.

- 6.2.6 Effective as of the date of recordation of this Declaration, the Association shall have the right to require an Owner to complete a Tenant/Leasing Information and Acknowledgment Form, to provide a copy of any lease pertaining to the Lot and Dwelling Unit and for such other documentation or information related to leasing as determined necessary, from time to time, by the Board of Directors. The Board of Directors shall have the power to adopt, amend and/or repeal such rules and regulations to administer and enforce the rental requirements and to amend or modify the leasing application process, the terms, the amount of the application fee, and the required documents.
- 6.2.7 Effective as of the date of recordation of this Declaration, each Owner leasing his or her Dwelling Unit shall complete the following documents and provide the same to the Association within seven (7) days of leasing his or her Dwelling Unit: (i) completed Tenant/Leasing Information and Acknowledgment Form; (ii) Leasing Fee and Document Fee; and (iii) a copy of the executed Lease Agreement. In the event of a renewal lease with the same tenant, the Owner shall submit a new Tenant/Leasing Information and Acknowledgment Form and a copy of the renewal lease or amendment.
- 6.2.8 Effective as of the date of recordation of this Declaration, each Owner leasing his or her Dwelling Unit shall submit a Leasing Fee of One Hundred Dollars (\$100.00) to the Association and a Thirty Dollar (\$30.00) Document Fee for the initial lease agreement to the Association which shall cover the cost of copies of the Governing Documents. In the event of a renewal lease with the same tenant, the Owner shall not be required to submit an additional Leasing Fee or Document Fee. The Owner shall be responsible for providing the tenant with any amendments to the Governing Documents that are adopted during the term of the lease. If the Owner needs to request copies of same, the Association may charge a reasonable fee for such copies. The Board of Directors shall have the right to adjust the amount of such copying fees on an annual basis.
- 6.2.9 Effective as of the date of recordation of this Declaration, in the event that the tenant or Owner fails to comply with the provisions regulating leasing in the Governing Documents, as amended from time to time or any other agreement

with the Association, the Association shall have the right, (i) to assess charges against the Owner in accordance with Va. Code Ann. § 55-513; (ii) to assess and collect any attorneys' fees and costs incurred by the Association in enforcing the Governing Documents against the Owner or tenant, whether or not any legal action is initiated; and/or (iii) to pursue all other rights and remedies against the Owner as set forth in the Governing Documents or Virginia law.

6.2.10 Effective as of the date of recordation of this Declaration, in the event that the tenant, the tenant's family or guests do not comply with the Governing Documents, and/or if the tenant, the tenant's family or guests, cause any damage to the Common Areas, the Association shall have the right to assess charges in accordance with Va. Code Ann. § 55-513. In the event that the tenant, the tenant's family and/or guests cause any damage to the Common Areas, the Association shall have the right but not the obligation to cause the same to be repaired or replaced. Prior to making such repairs or replacements, the Association shall give written notice to the tenant at the property address and to the Owner at such address provided on the Information Form by certified mail, return receipt requested and by U.S. mail, postage prepaid, permitting a ten (10) day period for the Owner and/or tenant to remedy the damages. If the damages are not remedied as specified in the notice, the Association may proceed with making repairs or replacements and assess the Owner for the cost of same. Such rights shall be in addition to all of the other rights and remedies of the Association, including, but not limited to, the right to assess charges as set forth in Va. Code Ann. § 55-513.

6.3 Mandatory Inspection and Approval. Whether or not a provision therefore is specifically stated in any sales contract, deed, deed of conveyance, or other conveyance of record, each Owner, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no Dwelling, building, wall, fence, mailbox, swimming pool, pool house, garage, antenna, dog house, tool shed, gazebo, deck, garden house, storage shed, or any other structures of any description whatsoever shall be placed upon any Lot unless the plans, elevations and specifications therefore and a site plan, which must show the location of the proposed improvements on the Lot, in such form and in such detail as the ARB shall require to describe fully the Dwelling or improvements, shall be approved in writing by the ARB and the PCSA. All aerials, antennas, dish receivers and "satellite dishes," approved by the ARB shall also be subject to and comply with all applicable U.S. Federal Communications Commission rules and regulations and the PCSA Declaration and with Section 6.8 of this Declaration.

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- 6.3.1 All plans, elevations, specifications and site plans shall be submitted in triplicate, and two sets shall be retained by the ARB, which shall include a floor plan drawn to scale, exterior elevations and colors, roof pitch, exterior building material and a landscaping plan. In addition to these plans, specifications and site plans, building material samples and samples (or photographs or renderings, if samples are not available) of all driveway and walkway materials shall also be submitted to the ARB for approval, including but not limited to, all proposed exterior, roof, shingle and paint samples, if applicable, or such other materials as the ARB may desire to inspect based upon the proposed plans and specifications of such building or structure. Each such Dwelling, wall, fence, mailbox, swimming pool, garage or other such structures shall be placed on the premises only in accordance with the plans, specified site plans and with the materials specifically approved by the ARB. Refusal or approval of plans and specifications by the ARB may be for any reason, including purely aesthetic grounds, which determination shall be in the sole, absolute and uncontrolled discretion of ARB.
- 6.3.2 The ARB, through a designee or otherwise, shall have the right to inspect construction of a Dwelling or other structure while under construction to determine if the Declaration, as amended, is being adhered to and shall have the right to stop any construction which does not conform to the plans and specifications which have been submitted and approved as herein required.
- 6.4 Exteriors. No outside stairway leading to the second story or above of the Dwelling which can be viewed from the street, shall be permitted for any Dwelling or structure without the prior written consent of the ARB. Exterior materials on all building elevations shall be approved in writing by the ARB prior to the commencement of construction. No storage tank or container shall be installed, placed or maintained above the ground on any Lot without the prior written consent of the ARB.
- 6.5 Party Walls and Fences. The rights and duties of the Owners with respect to Party Walls and Party Fences shall be as follows:
- 6.5.1 Each wall or fence which is built at the time of the original construction of the Dwellings upon the Lots and placed on the dividing line between the Lots shall constitute a Party Wall or a Party Fence, as the case may be, and to the extent not inconsistent with the provisions of this Article 6 of this Declaration, the general rules of law regarding party walls and liability for property damages due to negligence or willful acts or omission shall apply thereto.

- 6.5.2 The Owners of contiguous Lots who have a Party Wall or a Party Fence shall equally have a right to such Party Fence, provided that such use by one (1) Owner does not interfere with the use and enjoyment of the same by the other Owner.
- 6.5.3 In the event that any Party Wall or Party Fence is damaged or destroyed due to the intentional or negligent act of an Owner or any person for whom he is legally responsible, it shall be the obligation of such Owner to rebuild and repair the Party Wall or Party Fence without cost to the other adjoining Lot Owner or Owners.
- 6.5.4 In the event any such Party Fence is destroyed (including deterioration from ordinary wear and tear and lapse of time), other than the act of an adjoining Owner, his agents, employees, invitees, tenants, guests or family, the Association shall rebuild or repair such Party Fence pursuant to Section 6.5.6 below.
- 6.5.5 Notwithstanding anything to the contrary herein contained, there shall be no impairment of the structural integrity of any Party Fence without the prior consent of the Association and the PCSA and of all Owners of any interest therein whether by way of easement or in fee.
- 6.5.6 In the event of a dispute between Owners with respect to the construction, repair or rebuilding of a Party Wall or Party Fence, or with respect to the sharing of the costs thereof, such adjoining Owners shall submit the dispute to the Board of Directors of the Association, the decision of which shall be binding.
- 6.6 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 Fence, each Owner will pay for the maintenance, repair and replacement of that portion of any such wall or fence as located on his or her Lot, unless the fence or wall was originally constructed by the Declarant. Because the appearance of any wall or fence is important to the Property, in the event that any Owner or Owners fail to maintain, repair or replace such wall or fence as needed, for which they are responsible for, or when given notice by the Association that such work must be done for the benefit of Owners of both Lots or of the Property as a whole and fails to do so, the Association may maintain, repair or replace such wall or fence as it deems appropriate and assess the cost of the same to the respective Owners, each to pay for the work done on that Owner's side of the property line. All fences or walls, including Party Fences, but specifically excluding any fence or wall erected by the Declarant or a Developer

related to the Declarant by a beneficial ownership interest, are subject to the review and approval of the Association and the PCSA prior to their installation. All fences, including Party Fences, shall be constructed in accordance with the fence guidelines for Powhatan Place.

- 6.7 Driveways and Parking. No driveway shall be constructed so as to interfere with the normal drainage of the street on which the Lot fronts. All driveway and parking areas and service walks shall be hard-surfaced with broom swept concrete. The use of any other material shall be subject to the express written approval of the ARB. The driveway entrance to each Lot shall intersect with the adjoining private street at a location to be approved by the ARB. No other driveway location will be permitted without the express written permission of the ARB.
- 6.7.1 Provisions for off-street parking space of motor vehicles shall be in accordance with the Zoning Ordinance of the County of James City, Virginia in effect at the time of issuing a building permit for a Lot. Notwithstanding the foregoing, no commercial vehicle may be parked on any street or driveway. No commercial vehicle, boat, boat trailer, motor home, house trailer, recreational vehicle or other vehicle with similar items or derelict, inoperable or “junk” vehicle may be parked or stored on any unenclosed portion of a Lot or in any other location within the Properties.
- 6.7.2 The term “commercial vehicles” shall include but not be limited to any vehicle which is identifiable as being related to a trade or business by advertising, lettering, pictorial representations, three dimensional forms or other representations. The term “commercial vehicles” shall also include any vehicle used in a trade or business for the storage of tools, equipment, inventory or supplies.
- 6.7.3 The foregoing restrictions regarding commercial vehicles shall not apply to temporary parking of commercial vehicles in connection with construction use or providing pick-up and delivery and other commercial services nor shall said restrictions apply to any vehicles of the Declarant or any Developer.
- 6.7.4 The term “recreational vehicles” shall include all motorized vehicles used or designed primarily for recreational purposes but expressly excluding sport utility vehicles.
- 6.7.5 Nothing in this Article 6 shall be construed to prohibit or limit the parking of any vehicles of any kind or nature in a closed garage. No vehicles shall be parked on any portion of a Lot that is not improved with a driveway or parking area.

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- 6.7.6 The portion of the private rights-of-way that lie between the street pavement and the front lot line of each Lot shall not be used for the parking of commercial vehicles, boats, trailers or recreational vehicles.
- 6.7.7 The Property contains certain parking areas not located within the boundaries of a Lot. These parking areas constitute a portion of the Common Area of the Property and are for the purpose of guest parking on a first come, first served basis.
- 6.8 Utilities and Antennae. All electrical, gas, telephone, cable television and other wires, lines, cables and pipes used for utility services, either at the Lots or any buildings or structures on said Lots, shall be placed underground.
- 6.8.1 Prior to installation of any antenna or satellite dish, Owners must provide notice of intent to install an antenna or satellite dish to the Association and the PCSA. Satellite dishes of one meter or less in diameter and antennas are permitted subject to the following recommendations and guidelines: Rooftop antennas are permitted, although attic installation is encouraged. Antennas and satellite dish supports are limited to a maximum of 12 feet above the roof line per FCC recommendations. All wiring for permitted antennas and satellite dishes must be properly secured and in some instances may need to be concealed. The color options, if available for a satellite dish, should complement the basic colors of the Dwelling Unit following the same guidelines as exterior painting. Otherwise, the color should remain as originally purchased in neutral colors, e.g. black, gray or tan. There shall be no commercial advertising on the satellite dish other than the brand name. So long as an antenna or satellite dish can receive an acceptable signal and/or transmission, antennae and satellite dishes shall be placed in an inconspicuous location and shall not be placed in areas where it would constitute a safety hazard. In the event that any antennae is installed on or in a roof, the Association shall no longer be responsible for the maintenance of such roof. Antennae and satellite dishes shall not be placed on any Common Areas.
- 6.9 Trees, Grade and Landscaping. The grading and/or landscaping of any Lot may not be carried out in such a manner as to alter or change materially the flow of surface water across the Lot onto the adjoining Lots or to cause any portion of the drainage systems from the Lots to overflow.
- 6.9.1 All grass, trees, plants, shrubbery and landscaping located in the Common Area shall be maintained by the Association. All grass, trees, plants, shrubbery and landscaping located on a Lot shall be maintained by the

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Association, with the exception of any additional landscaping added by the Owner. Notwithstanding the foregoing, an Owner may install additional landscaping on their Lot subject to the approval of the ARB and the PCSA and it shall be the Owner's responsibility to maintain such additional landscaping. All grass, trees, plants, shrubbery and landscaping on a Lot that is the responsibility of the Owner to maintain shall be maintained by the Owner in a healthy condition and in a neat appearance. Upon default by an Owner of such planting or its maintenance, the Owner of the Lot and its successors and assigns agree that the necessary planting and work, including removal and replacement of unauthorized or overgrown trees, plants and shrubs may be done by the Declarant, its successors or assigns or the Association, at the expense of the Owner of the Lot, when and as required.

- 6.10 Best Management Practice Facilities. Best Management Practice Facilities such as swales, french drains, planting beds and other similar facilities required by the County of James City in connection with the construction of improvements on a Lot shall be maintained by the Association.
- 6.11 Miscellaneous Prohibitions. Nothing shall be done on any Lot which may become an annoyance or nuisance to the neighborhood. No horses, cattle, swine, goats, poultry or fowl or any other animal not customarily a household pet shall be kept on any Lot.
- 6.11.1 All outside lighting shall be non-obtrusive to the neighboring Lots.
- 6.11.2 No trash shall be allowed to accumulate on a Lot so as to be unsightly, a detriment to the area, or a fire hazard. In the event that any Owner or occupant shall fail or refuse to keep his premises free of weed, underbrush, refuse or other unsightly growth or objects, the Declarant, its successors or assigns or the Association may enter upon said lands to remove the same at the expense of the Owner.
- 6.11.3 No trash, rubbish, refuse, garbage, leaves or other waste material shall be kept or stored on any Lot except in covered sanitary containers hidden from view of the Owners of adjoining Lots and the public. The temporary accumulation of construction debris during construction of a Dwelling on a Lot by the Declarant or a Developer which is periodically removed in accordance with normal and customary construction standards shall not be deemed to be a violation of the provisions of this paragraph and the paragraph immediately prior.
- 6.11.4 No trailer, tent, shack, detached garage, barn or other similar detached improvement shall be placed or erected on any Lot or shall be used

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temporarily or permanently as a residence. Detached storage and tool sheds are expressly prohibited.

- 6.11.5 Car repairs, except the emergency changing of tires, are strictly prohibited on any unenclosed portion of a Lot or elsewhere in the Property.
- 6.11.6 No sign of any kind shall be displayed to the public view on any Lot without the approval of the ARB, except as otherwise set forth in the Amended and Restated Supplemental Declaration dated December 16, 2000 recorded in the Clerk's Office of the Circuit Court for the County of James City on December 22, 2000 as Instrument No. 000023282. Notwithstanding the foregoing, signs required in connection with any legal proceeding or proceedings of the Board of Directors, Planning Commission or other administrative body are expressly permitted.
- 6.11.7 Ground water shall not be used for heating or cooling the improvements to be constructed on a Lot unless adequate means are provided to return all such water to the subsurface level from which it is drawn through a return well or wells located within the boundaries of the Lot.
- 6.11.8 Outside laundry lines are prohibited. Outdoor game or play apparatus, including, but not limited to, basketball goals, hockey goals, skateboard ramps or other similar equipment are prohibited in the Common Area.

ARTICLE 7 MAINTENANCE, REPAIR, AND REPLACEMENT

7.1 Maintenance, Repair, Replacement, and other Expenses Regarding Lots and Improvements Thereon by the Association. The Association shall be responsible for maintenance, repair and replacement (unless such expenses were necessitated by the negligence or willful misconduct of an Owner or its tenants, agents, employees, invitees or guests) of all of the Common Area and shall also be responsible for providing the services listed below, the aggregate cost of which (except as otherwise set forth below) shall be an Association expense paid by all the Owners through the payment of Assessments. The Association shall provide the following services for the benefit of the Lots and the Owners:

- 7.1.1 Staining or painting and caulking of exterior siding, trim or other exterior building surfaces; staining or painting of exterior fencing and decks originally constructed by Declarant.
- 7.1.2 Repair, patching or replacement of roofs (which include shingles and felt, but not decking or rafters) and flashing, exterior siding, trim and other building

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surfaces, decks, concrete walkways, concrete patio surfaces and concrete driveways. Notwithstanding anything contained herein to the contrary, if, in connection with the repair, patching or replacement of a roof, it is necessary that the decking or rafters be repaired or replaced as part of such repairs or replacement, then the Association shall cause such decking or rafters to be repaired or replaced, but the cost incurred in connection with such repair or replacement of decking or rafters shall be the responsibility of that Owner and shall be charged to that Owner by the Association.

7.1.3 Trimming and care of grass, shrubs, trees and plantings and care of decorative gravel and mulch. Replacement materials shall be the same type as the original. In case of a disputed need for replacement, the decision of the Board of Directors shall be controlling.

7.1.4 The cost of all such maintenance, repairs and replacements made by the Association shall be an expense of the Association, unless in the opinion of not less than two-thirds (2/3) of the Board of Directors, such expense was necessitated by the negligence, misuse or neglect of the Unit Owner, in which event, such expense may be charged to the responsible Unit Owner. Notwithstanding the foregoing, in the event that a repair or replacement is a result of a casualty that is an insurable casualty under a standard homeowner's policy of hazard or casualty insurance then the cost of such repair or replacement shall be charged to and paid by that Owner.

7.2 Maintenance, Repair, Replacement, and other Expenses Regarding Lots and Improvements Thereon by the Owner. Each Owner shall be responsible for the repair, maintenance and replacement of all glass surfaces, wood or metal-framed glass doors or windows, or other exterior doors or windows or their hardware of their Dwelling, except stain or paint on the outside surface of such doors or windows. Each Owner shall keep all improvements within the boundaries of their Lot in good order, condition, repair and in a clean and sanitary condition, provided, however, that the Owner is not responsible for the repainting, restaining or caulking of the exterior or the repair of the roof which are Association responsibilities as set forth in Sections 7.1.1 and 7.1.2 Each Owner shall also keep his yard in a neat and clean condition, free of debris and unsightly accumulations. In the event of an Owner's failure to perform in accordance with this section 7.2, then the Association (in accordance with Section 8.3 below) may affect the same and any expense thus incurred shall be paid by the affected Owner as an Individual Assessment against his Lot secured and collectible in the same manner as any other Assessment hereunder. In addition, each Owner shall be responsible for all damage to his or any other Lots or to the Common Area resulting from his failure to make any repairs required by this Section or due to such Owner's (or his tenant's, employee's, invitee's or guests') negligence or willful

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act, except to the extent covered by insurance maintained by the Association. Each Owner shall perform his responsibility in such a manner as shall not unreasonably disturb the other Owners. Each Owner shall promptly report to the Board of Directors or the manager any defect or need for repairs for which the Board of Directors is responsible. Nothing herein shall be deemed to release any insurer of its obligations under any insurance policy or to create rights of subrogation against any Owner.

ARTICLE 8 ENFORCEMENT

- 8.1 Right to Enforce. The Association, or any other Owner shall have the right to enforce against any other Owner or the Association, by any proceeding at law or in equity, all restrictions, easements, conditions, covenants, reservations, liens, and charges now or hereafter imposed by decision of the Association or by the provisions of this Declaration or other Governing Documents. The cost incurred in taking such action and the attorneys' fees incurred therein shall constitute an Individual Assessment upon the defaulting Owner's Lot and shall be collectible in the manner provided in Article 4 herein for the payment of Assessments. Failure by the Association or any Owner to enforce any provision of the Governing Documents shall in no event be deemed a waiver of the right to do so thereafter.
- 8.2 Property Owners' Association Act. The Board of Directors shall have the power, to (i) suspend an Owner'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 Area 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 Owner for any violation of the Declaration or Rules and Regulations for which the Owner or his family members, tenants, guests, or other invitees are responsible, provided, that the Board of Directors complies with the procedure set forth in Va. Code Ann. § 55-513, as amended.
- 8.3 Association Action. If any Owner shall fail to keep such Owner's Lot in as good repair and condition as when initially constructed and accepted by the ARB, normal wear and tear excepted, and in a neat and orderly condition consistent with 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 should the circumstances warrant a different time period, the Board of Directors shall have the right 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 clean, paint, stain, repair or replace any improvement; and (v) to do any and all things necessary or desirable in the opinion of the Board of Directors to place such Lot and the improvements thereon, in a neat and attractive condition consistent with the intention of this Declaration, or to address any potential safety hazard. The costs incurred in rectifying that condition shall be assessed against such Owner's Lot and the improvements thereon, in accordance with Article 4 hereof. The Owner shall reimburse the Association within thirty (30) days after receipt of a statement for such expenses from the Board.

- 8.4 Waiver. Failure by the Association or any Owner to enforce any provision of this Declaration shall in no event be deemed a waiver of the right to do so thereafter. In addition, should any person violate or attempt to violate any of said covenants, restrictions, conditions or reservations, the Association or any Owner may prosecute by a proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant, restriction, condition or reservation, either to prevent him or them from so doing, or to recover damages or other costs for such violation.

ARTICLE 9 GENERAL

- 9.1 Severability. Invalidation of any one of these covenants or restrictions by judgment, court order or legislation shall in no way affect any of the other provisions which shall remain in full force and effect.
- 9.2 Captions. The captions of each Article and Section are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular Article or Section to which they refer.
- 9.3 Gender and Grammar. The use of the masculine gender shall be deemed to include the feminine gender, and the use of the singular shall be deemed to include the plural and vice versa whenever the context so requires.
- 9.4 Severability. Each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or application, and, to this end, the provisions of this Declaration are declared to be severable.

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- 9.5 Interpretation. When any conflict occurs among the Governing Documents, this Declaration shall control, then the Articles of Incorporation, then the Bylaws, except in those cases where the Governing Documents may be found to be in conflict with statute, the statute shall control.
- 9.6 Compliance. All Owners or persons occupying any Lot, Parcel or Dwelling shall comply with the Governing Documents and Rules and Regulations pertaining to the Properties. Owners shall be responsible for the conduct of their family members, guests, tenants, and their tenants' family members and guests.
- 9.7 Complementarity of Governing Documents and Incorporation by Reference. The Governing Documents shall be construed together and shall be deemed to incorporate one another. Any requirements as to the content of one shall be deemed satisfied if the deficiency can be cured by reference to any of the other. Any provision of any Governing Document referenced in any other Governing Document with the intent to incorporate the provisions of the Governing Document shall be deemed incorporated therein, as if set forth in full.
- 9.8 Limitation of Liability. To the extent that the Association, its Board or its Committees undertake certain voluntary functions to enhance the quality of life in Powhatan Place, such undertaking(s) shall not create a duty on the Association to perform such functions and the Association, its Board and its Committees shall have no liability whatsoever in the event that it does not perform the aforesaid functions and the Association, its Board and its Committees shall not have any liability whatsoever to any Owner, a Mortgagee, a Contractor, or any other party for any costs or damages, consequential or otherwise, that may be incurred or suffered.
- 9.9 Amendment. This Declaration may be amended by an instrument of record after the written consent thereto by the Owners of two-thirds (2/3) or more of the Lots in accordance with Section 55-515.1 of the Code of Virginia together with a certification signed by the principal officer of the Association and attested by the Secretary of the Association that the requisite majority of Owners approved the amendment. Declaration amendments are subject to the approval of PCSA, which approval shall not be unreasonably withheld or arbitrarily exercised and which approval shall be deemed given by PCSA if PCSA fails to object to the Association in writing to such amendment within thirty (30) days of the delivery to PCSA of the amendment. Further, there shall be no Amendment that would result in a conflict between the terms and conditions of the Governing Documents and the terms and conditions of the PCSA Declaration, Bylaws of the Articles of Incorporation of the PCSA, unless such amendment has been approved by PCSA. Further, there shall be no amendment of the Governing Documents which shall change the responsibility for or designation of Common Areas without prior written consent of the PCSA. No

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amendment of the Governing Documents shall modify or alter any right given to the PCSA under the Governing Documents without the consent of the PCSA, in its sole and absolute discretion. The consent of the PCSA shall be deemed given unless PCSA notifies the Association in writing of objections to such amendment within thirty (30) days of being notified of same. Any amendment shall be effective upon recording.

- 9.10 Amendment By the Board of Directors. This Declaration may be amended unilaterally at any time and from time to time by the Board, with notice to the Members, (i) if such amendment is necessary to bring any provision into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; (ii) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Properties; or (iii) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Lots; provided, however, any such amendment shall not adversely affect the title to any Owner's Lot unless any such Owner shall consent thereto in writing.

ARTICLE 10 INSURANCE

- 10.1 Association Insurance. The insurance which shall be purchased and maintained for the benefit of the Association shall be governed by the following provisions:

10.1.1 *Purchase of Insurance.* All insurance purchased pursuant to this Article 9 shall be purchased by the Association for the benefit of the Association, the Owners and their respective mortgagees as their interests may appear.

- (a) All policies shall be written with companies licensed to do business in Virginia and holding a rating of A- or better in the Financial Category by A. M. Best Company, Inc., if available, or if not available, the most nearly equivalent rating. All policies shall be in the name of the Association and should include, as an additional insured, where appropriate, the Management Agent and the Members of the Association, but only with respect to their liability as a Member of the insured Association.
- (b) The policies may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

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Premiums for all insurance shall be common expenses of the Association. The Board shall review insurance coverage annually.

10.1.2 *Cost and Payment of Premiums.* The cost of obtaining all insurance hereunder shall be an expense of the Association, as are any other fees or expenses incurred which may be necessary or incidental to carry out the provisions hereof.

10.1.3 *Coverage.* The following coverage shall be obtained by the Association:

- (a) Comprehensive, general public liability and property damage insurance in such an amount and in such form as shall be required by the Association and limited to not less than One Million Dollars (\$1,000,000.00) for bodily injury or death to any person, not less than One Million Dollars (\$1,000,000.00) for bodily injury or death resulting from any one accident or occurrence, and not less than One Million Dollars (\$1,000,000.00) for property damage. Such coverage shall include, but not be limited to, legal liability, hired automobile, non-owned automobile, and off-premises employee coverage. All liability insurance shall contain cross liability endorsements to cover liabilities of the Association as a group to individual Owners and one Owner to another if such endorsements are reasonably available;
- (b) Hazard insurance with extended coverage, vandalism, malicious mischief and debris removal endorsements insuring all of the insurable structures and facilities owned by the Association covering the interest of the Association, the Board of Directors and all Owners in an amount equal to 100% of the then current replacement cost of such property (exclusive of the land, excavations, foundations and other items normally excluded from such coverage) without deductions for depreciation (such amount to be re-determined annually by the Board with the assistance of the insurance company affording such coverage). Insurance coverage on such structures and facilities shall be sufficient to allow all reconstruction to meet all building code requirements at the time of reconstruction.
- (c) Fidelity insurance or fidelity bond coverage or the equivalent shall be obtained in such an amount and in such a form as required by Va. Code Ann. § 55-514.2, the Association, the Veterans Administration, the Department of Housing and Urban Development, the Federal National Mortgage Association or another similar agency in order for them to insure, guaranty, grant or purchase loans secured by the Lots,

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but in no event shall such coverage be less than the lesser of the estimated maximum of funds including reserve funds in the custody of the Association or the management agent as the case may be, at any given time during the term of such bond or a sum equal to three (3) months' aggregate assessments on all Lots plus reserve funds (if any) or as required by law. Such coverage shall afford protection against losses from theft or dishonesty committed by the officers, directors or persons employed by the Association, or committed by any managing agent or employees of the managing agent. The insurance or bond shall include a provision, if reasonably available, that before the insurance or bond can be cancelled or substantially modified for any reason, ten (10) days' written notice shall be given to the Association;

- (d) Workman's Compensation policies (if required under law) shall be obtained to meet the requirements of the law;
- (e) Such other insurance as the Board of Directors may determine to be necessary from time to time; and
- (f) The Board of Directors shall maintain an Officers' and Directors' Liability policy, if reasonably available, in a minimum of One Million Dollars (\$1,000,000.00).

10.2 Association's Responsibility. No provision of this Article 10 or any other provision of the Governing Documents shall be deemed to imply that the Association is responsible for (i) insuring improvements erected by the Owners on a Lot or Lots, or (ii) insuring an Owner or Owners for losses in connection with liability, property damage or medical claims arising out of the acts or omissions of an Owner, their employees, agents, invitees, tenants or guests or third parties.

10.3 Owner's Responsibility. Each Owner shall obtain and maintain hazard insurance insuring all structures and facilities owned by the Owner in an amount equal to the then current full replacement value. Annually, each Owner shall provide the Association with evidence from its insurer that such coverage is in effect.

10.4 Owner's Obligation to Repair and Restore.

10.4.1 Subject only to the rights of an institutional holder of a first mortgage lien on a damaged Dwelling, the insurance proceeds from a policy covering a Dwelling shall first be applied to the repair, restoration or replacement of such Dwelling. Each Owner shall be responsible for the repair, restoration or replacement of such Dwelling pursuant to the terms hereof. Any such repair,

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restoration or replacement shall (subject to advances and changes in construction techniques and materials generally used in construction and then current generally accepted design criteria) be generally harmonious and consistent with the original construction or such other plans and specifications are approved in accordance with Article 6 herein.

10.4.2 If the proceeds of the insurance are insufficient to pay for the cost of repair, restoration or replacement of a Dwelling, the Owner shall be responsible for the payment of any such deficiency necessary to complete the repair, restoration or replacement.

10.4.3 If the proceeds of the insurance are in excess of the amount necessary to pay for the cost of repair, restoration or replacement of a Dwelling, the Owner shall be entitled to such excess in accordance with the provisions of the applicable insurance policy or policies and subject to the terms of any mortgage covering such Dwelling.

10.5 Additional Insurance. Each Owner may obtain additional insurance at such Owner's expense. No such policies, however, (i) shall be primary to that of the Association for any risk that the Association is obligated to insure; and (ii) no Owner may exercise such right to maintain insurance coverage in such a way as to decrease the amount which the Association may realize under any insurance policy which the Association may have in force on any part of the Property at any time.

10.6 Proviso. The Association and the Board shall not be liable for failure to obtain any insurance coverage required by this Article or for any loss or damage resulting from such failure: (i) if the failure is due to the unavailability of such coverage from reputable insurance companies; (ii) if the coverage is only available at demonstrably unreasonable costs; or (iii) if the Association's insurance professionals advise that such coverage required herein is not necessary.

ARTICLE 11 ASSOCIATION MANAGEMENT

11.1 The Association may employ or contract a professional management agent or agents ("Management Agent") at compensation to be established by the Board, to perform such duties and services, as the Board shall authorize.

ARTICLE 12 POWHATAN COMMUNITY SERVICES ASSOCIATION

12.1 This Amended and Restated Declaration is made expressly subordinate to that certain Declaration of Covenants and Restrictions made by Powhatan Enterprises, Inc., dated July 27, 1981 and recorded in the Clerk's Office of James City County, Virginia, in

30.9.36

Deed Book 215 at Page 722, and that certain Amended and Restated Supplemental Declaration for Powhatan Place dated December 16, 2000 (the “Amended and Restated Supplemental Declaration”) as the same may heretofore, now or hereafter be amended, restated, modified or Supplemented of record pursuant to the provisions of said Declaration (collectively, the “PCSA Declaration”). This Amended and Restated Declaration constitutes an “Additional Declaration” as the term is used in the Amended and Restated Supplemental Declaration. PCSA is vested with all powers, privileges, duties and obligations set forth in the PCSA Declaration.

- 12.2 The PCSA Declaration contains provisions, among others, which provide for easements, use restrictions, architectural control, and for assessments to be paid by the Owners of Lots in the Property to the PCSA. These assessments are in addition to those provided above for Members of the Association and must be timely paid or they will become liens against individual Lots.
- 12.3 Owners of Lots in the Property are automatically Members of the PCSA, and are subject to and benefitted by the PCSA Declaration. The use and enjoyment of the Lots, including the erection of improvements thereon, are governed by the Governing Documents of the Association and the PCSA Declaration, which PCSA Declaration requires certain approvals to be obtained regarding the use of the Lots and provides for certain rules and regulations to which the Owners are bound, all of which are in addition to the terms and conditions of the Governing Documents of the Association.

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IN WITNESS WHEREOF, the Association has caused this Amended and Restated Declaration to be executed by Mary Lorenzen, President of Powhatan Place Community Association, Inc. who certifies that not less than two-thirds (2/3) of the Owners voted in favor of this Amendment and their signatures ratifying this Amendment are evidenced on the written ballots submitted to the Association, and written ballots are on file with the Association.

POWHATAN PLACE COMMUNITY ASSOCIATION, INC.

By: Mary Lorenzen
President

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

The foregoing Amended and Restated Declaration of Covenants and Restrictions of Powhatan Place was acknowledged before me this 20 day of June, 2014 by Mary Lorenzen, President of the Powhatan Place Community Association, Inc. on behalf of the corporation.

Commission Expires:

Susan C. Hotard
Notary Public

SUSAN C. HOTARD
NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
REGISTRATION #7313758
MY COMMISSION EXPIRES APR. 30, 2018




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JOINDER OF POWHATAN COMMUNITY SERVICES ASSOCIATION

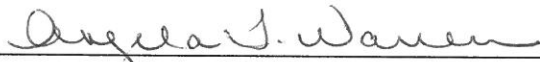
1. Powhatan Community Services Association, a Virginia nonstock corporation ("PCSA") is the master association for all of Powhatan Secondary, including without limitation, Powhatan Place. PCSA does hereby enter into this Joinder to the foregoing Amended and Restated Declaration of Covenants and Restrictions of Powhatan Place dated June 20, 2014, for the sole purpose of evidencing its consent and approval pursuant to Article X, Section 2 of the Declaration of Covenants and Restrictions of Powhatan Place dated December 21, 2000 and recorded December 22, 2000 in the clerk's office of the County of James City County as Instrument Number 000023284.

POWHATAN COMMUNITY SERVICES ASSOCIATION,
a Virginia nonstock corporation

By: 
Name: James West
Title: President

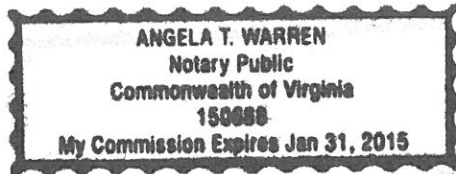
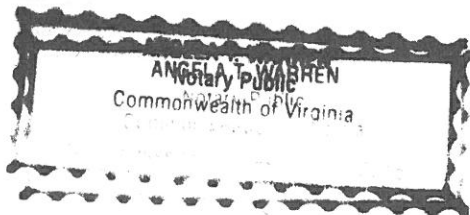
COMMONWEALTH OF VIRGINIA
AT LARGE, to-wit:

The foregoing instrument was acknowledged before me in Williamsburg, Virginia, this 3rd day of July, 2014, by James West, as President of Powhatan Community Services Association, a Virginia nonstock corporation.


Notary Public

My commission expires: Jan 31 2015

Notary Registration No. : 150688



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Exhibit "A"

Powhatan Place

Parcel ID	Owner	Legal Description
3831500019	ARES-BATKO, ISAIAH	Lot 19, Powhatan Place
3831500023	BELCHER, MARY B., & HOGGE, JENNIE A., & GERVAIS, CATHERINE F. & GOOMIS, THOMAS W.	Lot, 23, Powhatan Place
3831500006	BENNETT, GERALD L. & AMERICA L.	Lot 6, Powhatan Place
3831500053	BONFANTI LLC	Lot 53, Bldg. 8, Powhatan Place
3831500030	BRETANA-AUSTIN, BEVERLY	Lot 30, Powhatan Place
3831500011	BROWN, GENOTRA D.	Lot 11, Powhatan Place
3831500042	BURNS, ALANNA MCCARTHY	Lot 42, Powhatan Place
3831500004	CASAS, SHERRY E.	Lot 4, Powhatan Place
3831500059	CASAS, SHERRY E. & BRIGHT, RONALD C.	Lot 59, Powhatan Place
3831500029	CATHCART, GREGORY C. & ENY PATRICIA	Lot 29, Powhatan Place
3831500024	COLE, JOSEPH E. & CLARINDA J.	Lot 24, Powhatan Place
3831500009	COOPER, JOSEPH N. & JOAN M., TRUSTEES UNDER THE COOPER FAMILY TRUST, DATED AUGUST 20, 2013	Lot 9, Powhatan Place
3831500025	COSTA, EDWARDA J. & BORDYNOWSKI, GREGORY MARC	Lot 25, Powhatan Place
3831500038	DANIEK, VACLAV M. & SIMONE I.	Lot 38, Powhatan Place
3831500021	FAVRE, NIELS S. & ELIZABETH L.	Lot 21, Powhatan Place
3831500013	FITZGERALD, BERNARD M. & M. EMILY	Lot 13, Powhatan Place
3831500007	GREBOS, DOROTHY	Lot 7, Powhatan Place
3831500052	GUARINO, RAYMOND S. & LEONARD, DEBORAH S.	Lot 52, Powhatan Place
3831500034	HALL, JAMES M. JR	Lot 34, Powhatan Place
3831500012	HANCE, JEFFERY D.	Lot 12, Powhatan Place
3831500016	HARDIN, STEVEN L. & MARIA L.	Lot 16, Powhatan Place
3831500002	HENRY, CLIFTON W. & BRENDA G.	Lot 2, Powhatan Place
3831500027	HOLLINGSWORTH, GEORGE & SCRUGGS, SHARON	Lot 27, Powhatan Place
3831500033	JAMES J. VICIANA PENSION PLAN	Lot 33, Powhatan Place
3831500050	JETTE, BRUCE D. & CATHERINE O.	Lot 50, Powhatan Place
3831500054	JONES, ALVINA E.	Lot 54, Powhatan Place
3831500048	JORDAN, AMY L.	Lot 48, Powhatan Place
3831500041	KEARNS, JAMES R. & PATRICIA M., TRUSTEES OF THE KEARNS FAMILY LIVINIG TRUST, DATED JULY 2, 2003	Lot 41, Powhatan Place
3831500005	KELLY, BRIAN B. & VIRGINIA S.	Lot 5, Powhatan Place
3831500043	KEMALOGU, DENIZ & MENZILCIOGLU, AYLIN	Lot 43, Powhatan Place

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Exhibit "A"

Powhatan Place

3831500036	KING, GEORGE RAY TRUSTEE UNDER THE GEORGE RAY KING REVOCABLE TRUST, DATED May 18, 2006	Lot 36, Powhatan Place
3831500051	LIND, STEPHEN E. & MIXON, ANNA V.	Lot 51, Powhatan Place
3831500014	LONTKOWSKI, MARION J.	Lot 14, Powhatan Place
3831500044	LORENZEN, MARY M.	Lot 44, Powhatan Place
3831500039	MASENGALE, CLYDE J. & JOAN M.	Lot 39, Powhatan Place
3831500035	MASSEY, MARY ANN	Lot 35, Powhatan Place
3831500018	MELLIS, GEORGE M. & DONNA M.	Lot 18, Powhatan Place
3831500049	MICHELLE E. JUDSON TRUST	Lot 49, Powhatan Place
3831500045	MOUNTS, LARRY L. & GAYNELLE P., TRUSTEES UNDER THE LARRY L. MOUNTS AND GAYNELLE P. MOUNTS LIVING TRUST, DATED MAY 27, 2004	Lot 45, Powhatan Place
3831500057	NAGEL, RICHARD M.	Lot 57, Powhatan Place
3831500028	PEARSON, ROY L. & LOUISE J.	Lot 28, Powhatan Place
3831500026	PERSON, GRACE THERESA TRUSTEE UNDER THE PERSON FAMILY LIVING TRUST DATED MARCH 11, 2008	Lot 26, Powhatan Place
3831500022	POLASTRO, ADALEA	Lot 22, Powhatan Place
3831500001A	POWHATAN PLACE COMMUNITY ASSOCIATION	Common Area, Powhatan Place
3831500001B	POWHATAN PLACE COMMUNITY ASSOCIATION	Private Road, Powhatan Place
3831500003	RICCA, SHEILA C. & RONALD A. , TRUSTEES UNDER THE RONALD A. RICCA LIVING TRUST DATED FEBRUARY 7, 2005	Lot 3, Powhatan Place
3831500001	RIDGWAY, REGINA SHEEN	Lot 1, Powhatan Place
3831500017	ROTHER, GLENN G. & CHARLENE M.	Lot 17, Powhatan Place
3831500010	SHELTON, PAUL E. & SHELTON, RUTH J. & MEARS, ANDREA R.	Lot 10, Powhatan Place
3831500056	TAHMASSIAN, MASSIS	Lot 56, Powhatan Place
3831500040	TAHMASSIAN, SHAHEN	Lot 40, Powhatan Place
3831500008	TAYLOR, DENNIS L.	Lot 8, Powhatan Place
3831500031	TUIN, MELANIE E.	Lot 31, Powhatan Place
3831500047	VISHTON, PETER T. & JODIE M.	Lot 47, Powhatan Place
3831500055	VITALE, LORI L.	Lot 55, Powhatan Place
3831500046	WALKLEY, SUSAN N.	Lot 46, Powhatan Place

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Exhibit "A"

Powhatan Place

3831500015	WEBB, LYNDA G. TRUSTEE UNDER THE LYNDA G. WEBB LIVING TRUST DATED MAY 8, 2006	Lot 15, Powhatan Place
3831500032	WHITMORE, KEITH ALLEN	Lot 32, Powhatan Place
3831500037	WOOD, DANIEL E. & RACHEL L.	Lot 37, Powhatan Place
3831500020	WRIGHT, E. STUART	Lot 20, Powhatan Place
3831500058	ZHANG, EDWARD BOB & LIU, ZHEN	Lot 58, Powhatan Place

VIRGINIA: CITY OF WILLIAMSBURG & COUNTY OF JAMES CITY
 This document was admitted to record on 07-11-2014
 at 3:13 ~~AM~~/PM. The taxes imposed by Virginia Code
 Section 58.1-801, 58.1-802 & 58.1-814 have been paid.

STATE TAX LOCAL TAX ADDITIONAL TAX
 \$ _____ \$ _____ \$ _____
 TESTE: BETSY B. WOOLRIDGE, CLERK
 BY: Betsy B Woolridge Clerk

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OFFICIAL RECEIPT
WILLIAMSBURG/JAMES CITY COUNTY CIRCUIT
DEED RECEIPT

DATE: 07/11/14 TIME: 15:13:08 ACCOUNT: 830CLR140011253 RECEIPT: 14000020244
CASHIER: PRM REG: WD45 TYPE: DEC PAYMENT: FULL PAYMENT
INSTRUMENT : 140011253 BOOK: PAGE: RECORDED: 07/11/14 AT 15:13
GRANTOR: POWHATAN PLACE COMMUNITY ASSOCIATION INC EX: N LOC: CO
GRANTEE: POWHATAN PLACE COMMUNITY ASSOCIATION INC EX: N PCT: 100%
AND ADDRESS : N/A N/A, XX. 00000
RECEIVED OF : TARLEY ROBINSON PLC
CHECK: \$55.00
DESCRIPTION 1: INST 000023284 AMENDED DECLARATION PAGES: 36 OP: 0
2: NAMES: 0
CONSIDERATION: .00 A/VAL: .00 MAP:
PIN:
301 DEEDS 48.50 145 VSLF 1.50
106 TECHNOLOGY TRST FND 5.00
TENDERED : 55.00
AMOUNT PAID: 55.00
CHANGE AMT : .00

CLERK OF COURT: BETSY B. WOOLRIDGE

PAYOR'S COPY
RECEIPT COPY 1 OF 2