

WINDER'S POND MES ASSOC.
P.O. Box 721
YORKTOWN, VA 23692
JUL 06 2004

BOOK 375 PAGE 462

DECLARATION
of
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made this 7th day of December 1982,
by ATLANTIC HOMES DEVELOPMENT CORPORATION, hereinafter referred to as
"Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property fronting
Lakeside Drive in the County of York, State of Virginia, which is more
particularly described as:

All that certain piece, parcel or tract of land being
known and described as "Winder's Pond, Section One,
Grafton District, County of York, Virginia",
according to plat prepared by C. K. Tudor Engineers,
Inc., Newport News, Virginia dated November 15, 1982,
which plat is made a part hereof by reference thereto
and is recorded in the Clerk's Office for the Circuit
Court for the County of York, Virginia at Plat Book 9
Pages 545 & 546, said plat containing a total area of
49.7129 acres and of which the Common Area contains
30.6607 acres, the Lot Area contains 16.3404 acres
and the Right of Way Area contains 2.7117 acres.

NOW, THEREFORE, Declarant hereby declares that all of the
properties described above shall be held, sold and conveyed subject to the
following easements, restrictions, covenants, and conditions, which are for
the purpose of protecting the value and desirability of, and 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
thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to WINDER'S POND
HOMES ASSOCIATION, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner,
whether one or more persons or entities, of a fee simple title to any Lot
which is a part of the Properties, including contract sellers, but
excluding those having such interest merely as security for the performance
of an obligation.

Atlantic Homes Development Corporation 3-24-83

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Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by this Association at the time of conveyance of the first Lot is described as follows:

The Common Area is deemed to include all Common Areas or green areas as shown on the hereinabove described plat, said Common Area or green area containing in the aggregate 30.6607 acres. The Common Area shall also include such Common Areas or green areas as may be conveyed to the Association in the future or may be added by annexation hereinafter prescribed and set for.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to ATLANTIC HOMES DEVELOPMENT CORPORATION, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Mortgage" as used herein shall mean a mortgage or deed of trust, said terms having the same meaning and may be used interchangeably.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. 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 following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

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(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III.

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

CLASS A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. 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.

CLASS B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned now or in any section which may be hereafter annexed. Such entitlement to three (3) votes shall be in effect at any time hereafter when the total votes outstanding in the Class A membership is less than the total votes outstanding in the Class B membership. At such time as the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, then the Class B membership shall be entitled to only one (1) vote for each Lot owned provided, however, that in the event of subsequent annexation or annexations Lot ownership of the Class A and Class B members shall be

counted in the aggregate and based upon said aggregate Lot ownership, the entitlement as hereinabove set forth shall apply; provided, however, that in any event on December 31, 1987, the Class B membership shall cease and be converted to Class A membership and thereafter the Class B member and the Class A members shall be entitled to one (1) vote for each Lot ownership thereafter.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property 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.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Two Hundred Ten Dollars (\$ 210.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above ten percent (10%) by a vote of more than two-thirds (2/3rds) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of more than two-thirds (2/3rds) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. 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.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. 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.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. 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.

ARTICLE V

ARCHITECTURAL CONTROL

No Lot shall be used except for residential purposes. No nuisance, noxious or offensive activity shall be carried upon any Lot nor shall anything be done thereon which may be or become an annoyance to the neighborhood. No structure of a temporary character shall be used on any Lot at any time as a residence.

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All buildings and improvements commenced, erected or maintained upon the Properties shall comply with the following requirements:

(a) All utility service, including electrical, shall be by means of underground service. Only such above-ground appliances or apparatus as may be necessary for proper operation and maintenance of said utility service shall be allowed.

(b) Any fence constructed in the front yard of the Lots shall be of wooden or finished masonry construction and shall not exceed four feet (4') in height.

(c) There shall not be permitted any above ground fuel storage tanks with the exception of solar heating or energy panels or collectors which shall in no event be allowed on the front portions of any roof or yard.

(d) All recreational motor vehicles, boats, trailers and the like, shall not be parked on the streets or within the front yard of any Lot but shall be parked or stored in an area properly screened.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. 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.

Section 2. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions 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 twenty (20) 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 during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. All or any part of that certain real estate being shown and designated as Parcel 1, containing 73.8186 Ac. (being composed of both "A", DB. 46, PG. 386 and "B", DB. 73, PG 206) as shown on that certain plat entitled, "PLAT OF THE PROPERTY CONVEYED TO LAKEVIEW INVESTMENT, LTD. FROM ROBERT J. WATKINS, THOMAS H. CAVE & WILLIAM V. HOYLE, SPECIAL COMMISSIONERS, PARCELS 1, 2 & 3, 82.8070 AC., GRAFTON DISTRICT, YORK COUNTY, VIRGINIA", prepared by C. K. Tudor Engineers, Newport News, Virginia, dated November 2, 1977, said plat being attached hereto and made a part hereof by reference thereto, may be annexed hereto at any time hereafter solely by Declarant or by an affiliated or subsidiary corporation of Atlantic Homes Development Corporation without the consent of the Class A or Class B members. Any such annexation of all or any part of said real estate shall be upon a parcel, or parcels, which are shown on a subdivision plat duly approved by the County of York and recorded in the aforesaid Clerk's Office.

Declarant may cause such annexation to be made by including the provisions of such annexation to be shown on such recordation plat, or by an instrument executed by Declarant and duly recorded, describing the parcel or parcels to be annexed and referring to and making such parcel or parcels subject to the within Covenants, Conditions and Restrictions, or both.

Upon any such annexation being so made, the real estate or "Properties" covered thereby, together with the Declarant and all Owners thereof, and their heirs, successors and assigns, shall be entitled to, and subject to, all of the terms of the within Covenants, Conditions and Restrictions in the same manner as if such annexed parcel had been included within the legal description as contained in the first Whereas clause on Page 1 hereof, the same being defined as the "Properties" under Section 3 of Article I hereof.

It is further understood and agreed that such annexation of all or of any part of the real estate hereinabove described shall be solely at the option of the Declarant and Declarant may from time to time annex all or any part or parts thereof as determined solely by the Declarant without the necessity of approval of any Lot Owner of the Association, anything to the contrary notwithstanding in the Articles of Incorporation or By-Laws of the Association.

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 unit in the performance of such mortgagor's obligations under the Planned Unit Development documents which is not cured within 30 days; as used herein the terms 'first mortgagee', '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 unit 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'.

c) Any first mortgagee who comes into possession of the unit 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 unit.

d) Unless at least 75% of the first mortgagees (based upon one vote for each first mortgage) of individual units in the Properties have given their prior written approval, the Planned Unit Development association, corporation, or trust 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.

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 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) by act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of units, the exterior maintenance of units, the maintenance of party walls or common fences and driveways, or the upkeep of lawns and plantings in the Properties;

(4) fail to maintain fire and extended coverage on insurable common area property on a current replacement cost basis in an amount not less than one hundred per cent (100%) of the insurable value (based on current replacement cost);

(5) 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 property of the Association.

f) First mortgagees of units in the Properties may, jointly or singly, pay taxes or other charges 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 units 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 units therein, gives a lot Owner or any other party priority over any rights of first mortgagees of units herein pursuant of 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 area property and such property is owned in fee by the Association. The common area property was 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.

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IN WITNESS WHEREOF, the undersigned, being the Declarant herein,
has hereunto set its hand and seal this 7th day of December, 1982.

ATLANTIC HOMES DEVELOPMENT CORPORATION
(Declarant)

By: [Signature]
President

STATE OF VIRGINIA

City of Newport News, to-wit:

The foregoing instrument was acknowledged before me this 7th day
of December, 1982, by KENNETH L. ALLEN, President of ATLANTIC HOMES DEVELOPMENT
CORPORATION.

[Signature]

Notary Public

My commission expires: March 29, 1985

VIRGINIA: County of York to-wit:

In the Clerk's Office of the Circuit Court for the
County of York, the 16th day of March, 1983

This deed was presented with the certificate annexed
and admitted to record at 11:17 o'clock AM.

Teste: Edith M. Elliott, Clerk

By: [Signature] Deputy Clerk

EASEMENT & R/W CONVEYANCES

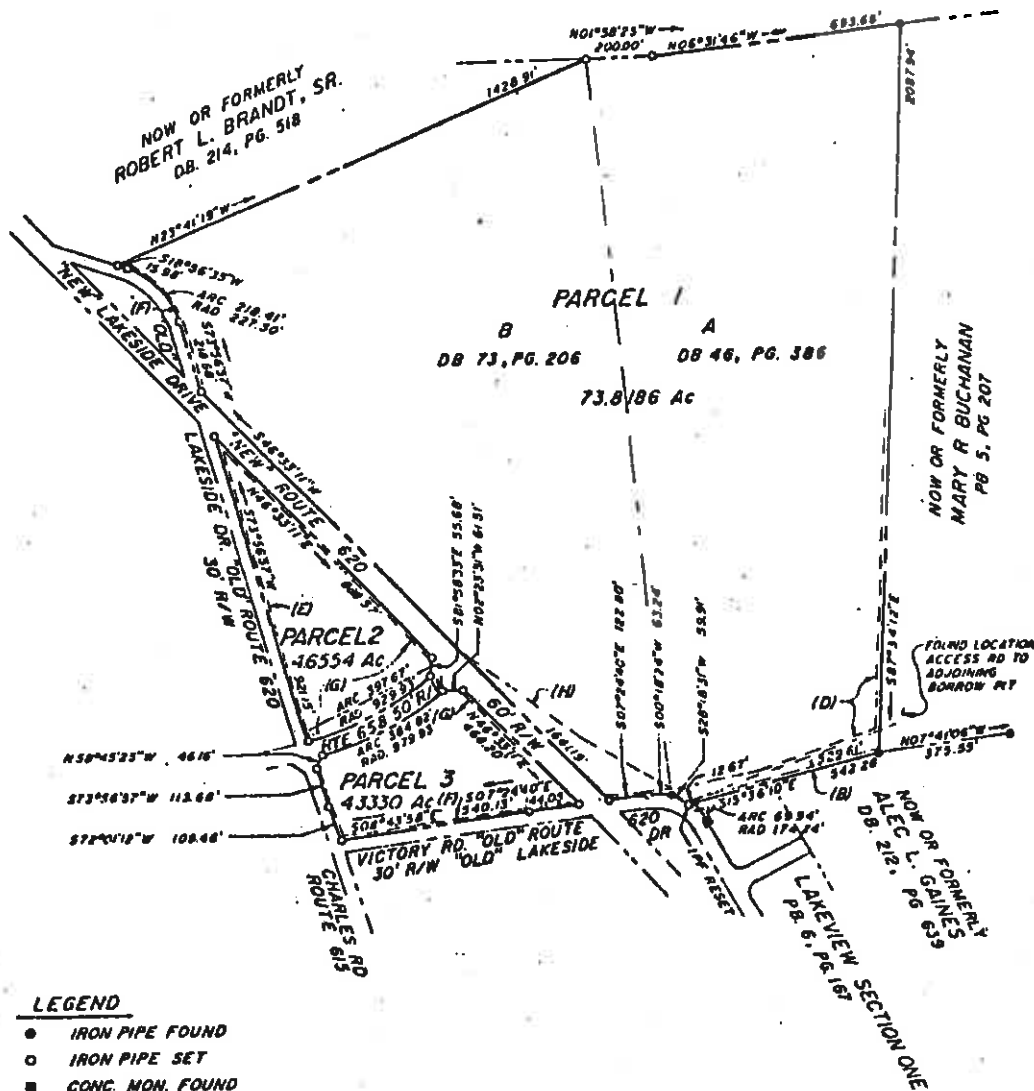
- (A) DB 25, PG 137, TO W J NELMS et al, R/W FOR TELEPHONE LINES
- (B) DB 46, PG 386, G S BUCHANAN RESERVED A 12' R/W
- (C) DB 72, PG 230, TO VEPCO
- (D) DB 86, PG 7, TO VEPCO
- (E) DB 126, PG 453, TO VEPCO
- (F) DB 139, PG 482, TO C.B.P.T. CO.
- (G) DB 198, PG 10, TO COMM. OF VA. (INCLUDES VEPCO)
- (H) DB 200, PG 260, TO VEPCO

NOW OR FORMERLY
ROBERT L BRANDT, SR.
DB 202, PG 201

NOW OR FORMERLY
ROBERT L. BRANDT, SR.
DB 214, PG 518

NOW OR FORMERLY
MARY R BUCHANAN
PG 5, PG 207

NOW OR FORMERLY
ALEX L. GIMINIS
PG 6, PG 167



LEGEND

- IRON PIPE FOUND
- IRON PIPE SET
- CONC. MON. FOUND
- - - UTILITY POLE LINE

PLAT OF THE PROPERTY CONVEYED TO LAKESIDE
INVESTMENT, LTD FROM ROBERT J. WATKINS, THOMAS
H CAVE & WILLIAM V. HOYLE, SPECIAL COMMISSIONERS

PARCELS 1, 2, & 3

82.8070 Ac

GRAFTON DISTRICT
YORK COUNTY, VIRGINIA

C. K. TUDOR ENGINEERS

NEWPORT NEWS, VIRGINIA

SCALE: 1" = 400'

DATE: NOV. 2, 1977

C. K. TUDOR C.E. & C.L.S.

552 50
F.B. 554 PG. 30

JOB NO 77-345