

Tax Map #s:  
See Attached Exhibit "A"

AMENDED AND RESTATED  
DECLARATION OF COVENANTS  
AND RESTRICTIONS  
  
OF  
  
WINDER'S POND

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**NOTE: Page numbers within the document Table of Content refer to the typewritten page numbers in the lower right corner of each page, not the handwritten numbers.**

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Tax Map No.  
See attached Exhibit "A"

AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
WINDER'S POND

This Amended and Restated Declaration is made this 3<sup>rd</sup> day of February, 2022 by WINDER'S POND HOMES ASSOCIATION, a Virginia nonstock corporation (the "Association"), to be indexed as "Grantor" and "Grantee".

WITNESSETH:

WHEREAS, Atlantic Homes Development Corporation, as declarant, subjected certain real property as shown on a plat entitled "Winder's Pond, Section One, Grafton District, County of York, Virginia", dated November 15, 1982, made by C. K. Tudors Engineers, Inc., recorded in Plat Book 9, pages 545-546 in the Office of the Clerk of the Circuit Court for the County of York, Virginia ("Clerk's Office") to a Declaration of Covenants, Conditions and Restrictions dated December 7, 1982 and recorded March 16, 1983 in Deed Book 375, page 462 (the "Original Declaration") in the Clerk's Office; and

WHEREAS, Atlantic Homes Development Corporation, as declarant amended the Original Declaration by recording an Amendment to the Declaration of Covenants, Conditions and Restrictions dated April 4, 1984 and recorded April 9, 1984 in Deed Book 394, page 007 in the Clerk's Office; and

WHEREAS, Atlantic Homes Development Corporation, as declarant, annexed additional property to Winder's Pond by various Annexations to the Original Declaration, as follows:

Annexation dated March 1, 1985 annexing Winder's Pond Section Two as shown on a plat entitled "Winder's Pond, Section Two, Grafton District, County of York, Virginia", dated July 5, 1984, made by C. K. Tudors Engineers, Inc., recorded in Plat Book 10, pages 49 in the Clerk's Office; and

Annexation dated March 30, 1987 annexing Winder's Pond, Section Three as shown on a plat entitled "Winder's Pond, Section Three, Grafton District, County of York, Virginia", dated February 28, 1986, made by C. K. Tudors Engineers, Inc., recorded in Plat Book 10, pages 289 in the Clerk's Office; and

WHEREAS, Atlantic Homes Development Corporation, as declarant, and Owners amended the Original Declaration by recording an Amendment to the Declaration of Covenants, Conditions

and Restrictions dated February 18, 1985 and recorded August 23, 1985 in Deed Book 422, page 609 in the Clerk's Office; and

WHEREAS, the Original Declaration provides that the Original Declaration may be amended by an instrument signed by not less than Seventy-five percent (75%) of the Owners; and

WHEREAS, at least Seventy-five percent (75%) of the Owners have approved the amendment as evidenced by the signature pages attached hereto as Exhibit "B".

NOW, THEREFORE, the Grantors declare 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 I. GENERAL PROVISIONS

1.1. Definitions. As used herein, the terms listed below shall have the indicated meanings unless otherwise required by the context.

(a) "Association" shall mean Winder's Pond Homes Association, a Virginia nonstock corporation, its successors and assigns.

(b) "Back Yard" shall mean a yard extending across the full width of the lot and lying between the rear lot line and the primary back side of the Dwelling Unit.

(c) "Board of Directors" or "Board" shall mean the body of elected or appointed directors vested with management of the affairs of the Association.

(d) "Bylaws" shall mean the Bylaws, as amended from time to time, of the Association.

(e) "Common Area" shall mean all real property, including the Improvements thereon, owned or leased by the Association, now or in the future, for the common use and enjoyment of the Owners.

(f) "Declarant" shall mean Atlantic Homes Development Corporation.

(g) "Dwelling Unit" shall mean the residential dwelling unit designed for single occupancy which may be constructed as a residence on a Lot, and any ancillary or accessory structures.

(h) "Front yard" shall mean a yard extending across the full width of a lot and lying between the front lot line(s) and the primary front side of the Dwelling Unit.

(i) "Governing Documents" shall mean the Declaration, the Articles of Incorporation, Bylaws and Rules and Regulations, as amended from time to time.

(j) "Improvement" shall mean a permanent addition to or betterment of the property or residence of any Lot that enhances its capital value and is designed to make the property more useful or valuable as distinguished from ordinary repairs. Improvements include, but are not limited to, exterior modifications to the primary residence including residential additions or expansions, installation of decks, patios, gazebos, garages, sheds and similar structures, installation of in-ground swimming pools, hot tubs, swim-spas and the like, installation of privacy fences (excluding low visibility garden fences and underground pet containment fences), roof replacement, siding replacement, rain gutter installation, driveway paving or expansion, window replacement, and changes to exterior paint colors. Improvements do not include landscaping, landscape retaining walls, landscape lighting, vegetable or flower gardens, hedges, shrubbery, small ornamental fish ponds and fountains, or tree planting or removal.

(k) "Lot" shall mean and refer to the numbered lots in Winder's Pond, and shall include any Dwelling Unit and ancillary structures on the Lot.

(l) "Member" shall mean 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 this Declaration.

(m) "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 any purchaser of a Lot at a foreclosure sale, regardless of whether the deed is recorded in the land records of York County, Virginia.

(n) "Plat" shall mean any plat of all or any portion of the Properties recorded in the Clerk's Office of the Circuit Court for York County, Virginia.

(o) "Properly Screened" shall mean not readily visible in majority by a person standing at ground level from outside the property on which the object being screened is located.

(p) "Property or Properties" shall mean the real property set forth on the Plats referenced herein, and on Exhibit "A", and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

(q) "Side yard" shall mean a yard between the side lot line and the side of the Dwelling Unit, and extending from the front yard to the back yard, or in the absence of either of such yards, to the front or rear lot lines.



1.2. Captions. The captions are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of the document in which used or any provisions thereof.

1.3. 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.

1.4. 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.

1.5. Interpretation. When any conflict occurs among the Governing Documents, the 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.

1.6. Complementarity of Governing Documents; 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.

1.7. Compliance. All Owners or persons occupying any Lot 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, and Owners and/or tenants shall accompany or observe their guests at all times when guests are using common property.

## ARTICLE II. COMMON AREA

2.1. Maintenance Responsibility of the Association. The Association shall be responsible for the management, maintenance, repair, replacement, and control of the Common Areas, including fixtures, personal property, and equipment, and shall keep the same in good, clean, and attractive condition, order, and repair. 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.

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 Areas

which shall be appurtenant to and shall pass with the title to every Lot, subject to the rights of the Association as follows:

- (a) To establish reasonable rules and regulations with respect to use of the Common Areas and with respect to such other areas of responsibility assigned to the Association by this Declaration, except where expressly reserved by this Declaration to the Owners;
- (b) To establish reasonable rules and regulations pertaining to Owners, their family members, guests and tenants;
- (c) To charge reasonable fees and dues for the use of the Common Areas and certain facilities;
- (d) To suspend an Owner's right to use or benefit from any of the Common Areas 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 (Va. Code Ann. § 55.1-1801, *et seq*);
- (e) To suspend an Owner's right to use or benefit from any of the Common Areas for any period during which any other infraction of the Governing Documents by the Owner remains uncorrected after the last day of the period established for correction by the Board;
- (f) To grant permits, licenses and easements under, through and over the Common Areas 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 as approved by the Board, or as deemed by the Board of Directors to be in the best interest of the Association;
- (g) To dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be approved by the Board;
- (h) To sell, lease, exchange, dispose of, encumber, or mortgage all or any part of the Common Area in accordance with the Bylaws;
- (i) To enter into shared use and maintenance agreements; and
- (j) Such other rights as set forth by law or by the Governing Documents.

2.3. Delegation of Use. Any Owner may delegate his or her right of enjoyment to the Common Area and facilities to the members of his or her family who reside with the Owner, or to his or her tenants. The rights and privileges of the tenant(s) are subject to suspension to the same extent as those of the Owner.

2.4. Damage or Destruction of Common Area by Owner. In the event any Common Area is damaged or destroyed by an Owner, his or her tenants, guests, licensees, agents, or members of his or her 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 Common Area involved, or as the Common Area may have been modified or altered, at the sole discretion of the Board of Directors. The cost of such repairs shall become an Individual Assessment, as described more particularly in Section 4.8 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 IV herein.

2.5. Eminent Domain; Condemnation. Whenever all or any part of the Common Area is taken or damaged under the power of eminent domain, the proceedings, rights and responsibilities of the Association and the Owners shall be determined by Va. Code Ann. § 55.1-1836.

### ARTICLE III. WINDER'S POND HOMES ASSOCIATION

3.1. Association. Winder's Pond Homes Association is a Virginia nonstock corporation, organized to provide for the management, maintenance, operation and architectural control of the real estate known as Winder's Pond located in York County, Virginia, and such other real estate as may properly be brought under the Association's jurisdiction to further and promote the common interests of Owners in Winder's Pond, and to administer the affairs of the Association. The Association shall have such powers and duties in the furtherance of its purposes as set forth in the Governing Documents.

3.2. 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 this Declaration, shall be a Member of the Association. Membership is appurtenant to and may not be separated from the ownership of any Lot.

3.3. 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. Voting and the voting rights of Members shall be as set forth in the Bylaws.

### ARTICLE IV. COVENANT AND MAINTENANCE ASSESSMENTS

4.1. Creation of the Lien and Personal Obligation of Fees and Assessments. In the Original Declaration, the Declarant subjected all Lots to the payment of assessments to the Association. By this Declaration, the covenant to pay assessments is affirmed, and all Lots are subject to assessment. 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; (ii) Special Assessments; and (iii) Individual Assessments (collectively "Assessments"), such Assessments to be established and collected as hereinafter

provided. The Assessments shall include interest, late fees, costs of collection, postage fees, administrative fees or charges, reasonable attorney's fees and court costs. The Assessments shall further include any other amounts provided or permitted by law. Such Assessments 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, including interest, late fees, costs of collection, postage fees, administrative fees or charges, reasonable attorney's fees, court costs, and further including any other amounts provided or permitted by law 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 an Owner's successor in title unless expressly assumed by the new Owner. No Owner may avoid liability for Assessments by non-use of the Common Area or by abandonment of the Lot.

4.2. Authority; Installment Payments. As set forth in the Property Owners' Association Act (Va. Code Ann. § 55.1-1801, *et seq*), 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. Assessments levied by the Association shall be used exclusively for the management, maintenance, improvement, care, operation, renovation, repair, replacement, and/or acquisition of the Common Area and all improvements thereon, and capital assets; for modifying, improving or adding Common Area or amenities; 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 acquisition, the administration of the Association; and to promote the recreation, health, safety, welfare, common benefit and enjoyment of the Owners of the Property.

4.4. Annual Assessment. The amount of Annual Assessments shall be based on the annual budget adopted by the Board pursuant to the Bylaws. In the event that an annual budget is not adopted, the prior year's annual assessment shall continue for the current year's annual assessment until such time as the annual budget is adopted. The maximum Annual Assessment may not be increased by more than ten percent (10%) each year unless approved by a vote of two-thirds (2/3) of the Members voting in person or by proxy at a duly called meeting at which a quorum is present.

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. The due dates shall be established by the Board of Directors.

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 asset in the Common Area, including fixtures and personal property related thereto, or for acquisition of any Common Area, or for the purpose of modifying, improving or adding Common Area or amenities, or for any other area of Association responsibility as provided for in this Declaration, if the purpose in doing so is found by the Board of Directors to be in the best interest of the Association. In addition, the Board may levy Special Assessments in accordance with Va. Code Ann. § 55.1-1825.

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 a result of an Association obligation under the Governing Documents or by law or for an expense of the Association benefitting the Lot; or as an exercise of an Association remedy, as set forth in Article VIII herein, and shall further include violation charges levied pursuant to the Governing Documents and Va. Code Ann. § 55.1-1819(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. Uniform Rate of Assessment. Both Annual and Special Assessments must be fixed at a uniform rate for all Lots.

4.9. Capital Contributions. Upon the transfer of a Lot, the purchaser or transferee shall pay a sum established from time to time by resolution of the Board which shall be due and payable at closing to the Association as a "Capital Contribution". The Capital Contribution may be placed in any of the Association's reserve accounts. The Capital Contribution shall not be applied to an Owner's responsibility for Annual Assessments but shall be considered an additional Assessment and the Association shall have all rights and remedies for Assessments as set forth herein.

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. § 55.1-1833. 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 from the due date, all costs of collection, postage fees, administrative charges and fees, reasonable attorney's fees, court costs, and further any other amounts provided or permitted by law shall be added to the amount of such Assessment and shall be secured by the assessment lien. Late fees, interest, costs of collection, postage fees, administrative charges and fees shall be added to the account whether or not any legal action is initiated. Attorney fees shall be added to the account and be due and payable by the Owner at the time the account is turned over to the attorney for collection. The Board is authorized to establish, from time to time, the amount of the late fees and the interest rate to be charged to the account, and any administrative fee, and may change the late fees, interest rate and administrative fee by resolution. Assessments that are unpaid

for a period of thirty (30) days after the due date shall incur a late fee and an administrative fee. Interest shall accrue on the unpaid assessment from the due date at the rate set by the Board from time to time until paid. Upon the failure of an Owner to pay any installment when due, the Board may accelerate the remaining year's installments and declare the entire amount due and payable.

4.11. Application of Payments. Each Owner agrees that payments shall be first applied to costs of collection, postage fees, administrative fees and charges, attorney's fees and court costs, then to late fees, then interest charges, then to any delinquent assessment, and then to any unpaid installments of assessments that are not part of the collection effort or lawsuit in order of the installment coming due.

4.12. Subordination of the Lien to Mortgages. The lien of Assessments 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. 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, and any personal liability for the Assessments shall not be extinguished by foreclosure.

4.13. Exempt Property. Common Area is exempt from any Assessments, charges and liens created herein. All other Properties are subject to Assessments as set forth herein.

#### ARTICLE V. ARCHITECTURAL CONTROL

5.1. Architectural Control Committee. The Board shall appoint an Architectural Control Committee ("ACC") consisting of at least five (5) Members on an annual basis for the purpose of reviewing and approving or disapproving all plans submitted by Owners in accordance with this Article and any Architectural Control Committee Guidelines ("ACC Guidelines") as hereafter defined. The Board of Directors shall determine the persons to serve on the ACC and the length of their terms. The ACC shall perform its functions consistent with this Declaration, the ACC Guidelines, and any committee charter adopted by the Board. The ACC shall from time to time adopt written rules and regulations of general application governing its procedures which may include provisions for the form and content of applications, the number of required copies of plans and specifications to be submitted, and the form and delivery method for notice of approval or disapproval. Such procedures, rules and regulations shall be subject to approval by the Board.

5.2. Architectural Guidelines. The ACC may recommend the adoption, amendment, or modification of ACC Guidelines from time to time. The Board shall have the authority to adopt, amend, implement, and enforce ACC Guidelines including, without limitation, design criteria, ACC Guidelines, procedures, fees, and the review process and appeal process.

5.3. Approval of Plans. Except as otherwise permitted in Section 5.6 herein, plans for any Improvement that would clearly violate any of the applicable provisions of the Governing

Documents or the ACC Guidelines shall not be approved. In all other respects, the ACC may exercise its discretion in determining whether to approve or disapprove any plans, taking into account, without limitation, the location of an Improvement on a Lot, grading plans, design proportions, architecture, shape, height, or style of the proposed Improvements, the materials, the pitch or type of roof, the color scheme, the finished ground elevation, and any other consideration that factors into the ACC's determination of whether the proposed Improvements are harmonious with the Properties or existing Improvements on other Lots. ACC decisions made pursuant to this Declaration on any issue requiring ACC approval are based on the unique and particular facts of each application or request and shall not establish any precedent with respect to another Owner's request, and nothing contained in this Declaration shall require the ACC to approve the plans for Improvements on a Lot on the grounds that the same or a similar layout, design, and/or other aspects of such Improvements are substantially the same as the layout, design, and other aspects of Improvements approved by the ACC for another Lot.

5.4. No Improvement to be Constructed Without Approval. No Improvement shall be made on any Lot, in a manner that alters the exterior appearance, including paint color, of the primary residence and/or any outbuildings on the Lot which it is situated, unless the plans have been approved by the ACC. After the plans have been approved, all Improvements shall be made in accordance with the approved plans.

5.5. Amended Plans. Approval of property Improvement requests are at the sole discretion of the ACC. Owners may appeal an ACC decision by submitting an amended request to the ACC with revised plans or additional information. Submission of an amended request re-starts the timeline for ACC evaluation and approval.

5.6. Variances. The Board shall have the right to grant reasonable variances or adjustments in approving Improvements to overcome practical difficulties and to prevent unnecessary hardships, provided such variance will not be materially detrimental to neighboring Lots or the Common Area, injurious to other Lots or the Common Area, or defeat the general purpose of this Declaration or the ACC Guidelines.

5.7. Completion of Improvement. ACC approval for requested Improvements expires after one (1) year. All Improvements shall be completed within one (1) year of receipt of approval from the ACC. Any improvement that is not completed within one (1) year of receiving approval from the ACC must be resubmitted for ACC evaluation and approval.

5.8. Compliance with Local Building Codes and Regulations. The Owner is responsible for awareness of applicable local building codes and regulations for any requested Improvement. The Owner is responsible for ensuring compliance with applicable building codes. This includes, but is not limited to, all construction permitting, inspections, and approvals from local building officials. The Owner is responsible for payment of any and all fees associated with permits, inspections, and approvals from building officials.

5.9. Limitation of Liability. The ACC's approval of any plans or requirement that the plans be modified shall not constitute a warranty or representation by the ACC 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 ACC 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 or the ACC 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 ACC's approval, disapproval, or conditional approval of any plans.

5.10. Submission and Disposition of ACC Requests. Owners shall submit ACC requests in writing, either through paper copy or electronic means (electronic submission preferred), to the ACC Chair, with a copy being provided to the Association President. The ACC has 30 days to evaluate and disposition a request after all necessary supporting plans and details are provided to the ACC for evaluation. If the necessary plans and details are not provided with the initial ACC request submission, the ACC request will be placed on "hold" until such plans and details are provided, without eroding the 30 day ACC evaluation period. If the ACC fails to arrive at a disposition within 30 days after all necessary plans and details are provided, the request shall be deemed approved. Notification of the ACC's disposition shall be made in writing to the Owner, either through paper copy or electronic means, with a copy being provided to the Association President.

5.11. Storage Tanks, Containers. No storage tank or container or fuel tank shall be installed, placed or maintained above the ground on any Lot.

5.12. Utilities. All electrical, gas, telephone, cable television and other wires, lines, cables and pipes used for utility services shall be placed underground.

5.13. Above Ground Swimming Pools. Installation of above ground swimming pools of any type, whether temporary, semi-permanent, or permanent, on any Lot or on the Common Area is prohibited. "Swimming pool" includes any outdoor man-made structure constructed from material other than natural earth or soil designed or used to hold water for the purpose of providing a swimming or bathing place for any person or any such structure for the purpose of impounding water therein to a depth of more than two feet. [Code of Virginia § 15.2-921]. Temporary summer seasonal "kiddie pools" that are smaller than 150 square feet in surface area, hold less than 5,000 gallons of water, and are 24 inches or less in depth are permitted without the need to obtain ACC approval [size limits defined by swimming pool permitting requirements of the Virginia Statewide Uniform Building Code]. Temporary summer seasonal "kiddie pools" shall be drained and stored out of visible sight of neighboring properties at the end of each summer swimming season.

5.14. Playsets/Swingsets. Owners may install a residential playset or swingset on their Lot in the backyard only. Installation of residential playsets/swingsets is subject to ACC approval



(exception: "Little Tikes" brand and similar playsets intended for children ages 6 and under are not subject to ACC approval). Playsets and swingsets should have a primarily wooden appearance consistent with the style and appearance of the neighborhood. Playsets and swingsets shall not obstruct views from neighboring properties.

#### ARTICLE VI. USE RESTRICTIONS

6.1. Residential Use. The Lots shall be used exclusively for residential purposes having one (1) Dwelling Unit designed for single family occupancy. No additional, adjacent or connected buildings shall be used to provide housing for additional persons for rent or other purposes. .

6.2. Home Occupations. No Lot shall be used for any business, commercial, manufacturing, mercantile, storing, vending or any other non-residential purpose; however, an Owner may maintain an office in the dwelling constructed on such Owner's Lot if (i) the occupation or activity is conducted entirely within the dwelling; (ii) the occupation requires no external alterations or the use of outdoor storage of machinery or equipment that creates noise, odor, smoke, dust or glare or is dangerous or otherwise detrimental to persons residing in the home or in adjacent property; (iii) no exterior evidence of the occupation or activity exists; (iv) no articles are displayed or otherwise offered for sale upon the Lot; (v) there is no equipment or process inside that may disrupt neighboring dwellings; and (vi) such office generates no significant increase in traffic by clients, customers or other persons related to the business.

6.3. Nuisance; Use of Common Area and Property; Compliance with Laws. No improper, offensive, or unlawful use shall be made of the Property or any part thereof. All valid laws, zoning ordinances, orders, rules, regulations, or requirements of any governmental agency having jurisdiction thereof relating to any portion of the Property shall be complied with, by, and at the sole expense of the Owner, or the Association, whichever shall have the obligation for the upkeep of such portion of the Property and, if the Association, then the cost of such compliance shall be included in the annual budget to be part of the Annual Assessments, or it may be levied as a Special Assessment as set forth herein.

6.4. Animals and Pets. No animals, reptiles, livestock or poultry shall be raised, bred or kept on the Properties. Dogs, cats, or other common household pets may be kept on the Properties. All pets must be kept under the control of their owner, and dogs shall at all times be under immediate control or confined to the Owner's Lot. Owners shall not utilize their Dwelling Unit, or any structure on their Lot, or their Lot to kennel or breed animals for commercial purposes. Owners shall not release domestic waterfowl, such as white ducks or swans, into the pond. Owners are discouraged from feeding wild ducks, geese, and other waterfowl that visit the pond.

6.5. Signs. Temporary residential yard signs such as For Sale/For Rent signs, celebratory signs for birthdays, graduations, retirements, welcome home, and other similar life events, and neighborhood announcement signs are permitted on a Lot for a time period not to exceed ninety (90) days. One (1) political sign is permitted on a Lot and shall be removed on the day of the election.

Each sign shall be less than six (6) square feet in area. At no time shall signs display vulgar or offensive texts or images. Installation of signs for periods longer than ninety (90) days is prohibited. The Association shall be permitted to use larger signs periodically as related to Association activity.

6.6. Antennas; Satellite Dishes. Satellite dish antenna that are one meter (39.37") or less in diameter and antennas are permitted subject to the following recommendations: Rooftop antennas are permitted, although attic installation is encouraged. Antennas and satellite dish supports are limited to a maximum of twelve feet (12') above the roofline 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 original purchased in neutral colors, i.e. black, gray, or tan. There shall be no commercial advertising on the satellite dish other than the brand name. Antennas and satellite dishes shall not be placed in any area where it would constitute a safety hazard, and based on the required positioning to receive transmissions that are not unreasonably delayed or that preclude reception of an acceptable quality signal, or impose unreasonable expense, antennas and satellite dishes shall be placed in an inconspicuous location. Antennas and satellite dishes shall not be placed in any Common Areas. No transmitting or communication equipment shall be operated from any Lot that will in any manner interfere with standard electronic equipment, radio or telephone reception used in any neighboring residences within Winder's Pond.

6.7. Commercial Vehicles. Commercial Vehicles include but are not limited to vehicles such as tractor trailers, dump trucks, tow trucks, tour buses, school buses, utility/bucket trucks, or maintenance trucks carrying equipment, tools, or rubbish on the exterior. Commercial vehicles shall not be parked on a regular basis for time periods greater than 24 hours on any Owner's Lot. Commercial Vehicles shall not be parked on the Common Area except if they are being actively used for maintenance of the Common Area. Owners/occupants may regularly park a maximum of two (2) passenger-sized vehicles, such as sedans, minivans, or pickup trucks, with business branding on their Lot.

6.8. Construction and Oversized Vehicles. No construction or oversized vehicles shall be parked or maintained on Common Area, or on any Lot, except vehicles or equipment being used for construction as permitted on a temporary basis by the ACC. Oversized vehicles are vehicles that are unable to fit in a regular-size parking space.

6.9. Boats; Trailers; Recreational Vehicles. Boats or personal watercrafts, trailers, campers, recreational vehicles, and similar vehicles or equipment shall not be parked or stored on a regular basis for any period in excess of 7 days, in the front of, adjacent to, or on any highly visible area of the Owner's Lot. Boats or personal watercrafts, trailers, campers, recreational vehicles, and similar vehicles or equipment may be parked in the Owner's garage provided that the garage doors can be closed, or in the backyard if properly screened as required by the ACC. Long-term parking or storage of oversized recreational vehicles including, but not limited to, motorhomes, campervans, caravans, camper-trailers, and fifth-wheel trailers, on any Lot is prohibited.

6.10. Vehicles. Owner's/occupants vehicles shall be parked either in the garage, or on the designated driveway of the Lot or on the street immediately in front of the Dwelling Unit. Owner's/occupants vehicles shall not be parked on the front, side, or back yards of the Lot. Owners/occupants vehicles shall not be parked on the Common Area. No unregistered, inoperative or unlicensed vehicles shall be parked or maintained on the Common Area at any time, or on any Lot for more than 60 days unless garaged. Mopeds, bicycles, motorcycles, go-carts, ATVs, and similar vehicles that are powered by a motor or engine are prohibited on Common Area.

6.11. Solar Devices. Solar energy collection devices require the written approval of the ACC. Owners shall submit a written application to the ACC which shall include an illustrated brochure of the proposed solar energy collection device, a depiction to scale of the requested quantity, size, and installation location(s) of the solar energy collection devices, and size and location of any other exterior components. Solar energy collection devices shall be roof mounted in location(s) not visible from the street views, typically on the back of the home, or as otherwise may be approved by the ACC. Solar panels shall be installed parallel to the roof at the location of the installation. The highest point of a solar energy collection device shall be lower than the ridge of the roog where it is attached. Solar energy collection devices are limited to those use for residential purposes for the benefit of the Owner's Dwelling Unit only, and shall be sized for home consumption. Piping and electrical connections shall be located directly under and/or within the perimeter of the device, and invisible from all street views. The color of the device and trim of the support structure shall be limited to clack, brown, gray, or non-reflective metallic as provided by the manufacturer and should match the color of the roof. The Owner shall maintain all components of the solar energy collection device in a safe condition and clean appearance. Small solar powered items with integrated solar cells such as solar powered landscape lights, cameras, lawn ornaments, or similar items do not required ACC approval and are excluded from this provision. which shall in no event be permitted on the front portions of any roof or yard.

6.12. Lake Use. Piers and docks on any Lot are prohibited. No Lot Owner shall install or operate any pump which draws water from the Lake, and no Lot Owner shall at any time channel, discharge or dump any fluid, substance or material into the Lake. No boats, rafts, or watercraft of any type powered by motor or engine are permitted on the Lake, except those required to perform maintenance on the Lake.

6.13. Accessory Buildings; Temporary Structures. No accessory or out building of any type nor any temporary structure or improvement, mobile home, shack, barn, travel trailer, tent or similar structure shall be used as a temporary or permanent home or residence.

6.14. Dumpsters; Short-term storage containers. Owners who wish to have a dumpster on their property temporarily, for a time period not to exceed 30 days, during ACC-approved construction/renovation projects may do so during the construction/renovation activity. Owners who are moving in or out of Winder's Pond or who are renovating their Dwelling Unit may utilize short-term storage containers, for a time period not to exceed 30 days, without the need to obtain ACC approval. ACC approval is required for the use of dumpsters or short-term storage containers for

time periods in excess of 30 days.

6.15. Fences. Fencing is prohibited in the front yard of any Lot with the exception of low height, low visibility garden fencing that does not obstruct the view. Fencing along the perimeter of the back and side yard shall be wood or composite material that looks like wood, finished masonry construction, or metal picket fence as approved by the ACC and shall not exceed six feet (6') in height. Fencing shall not obstruct views unless approved by the ACC.

6.16. Pools. No above ground swimming pools are permitted on a Lot as detailed in Article 5.13 above. In ground pools shall require the approval of the ACC.

6.17. Driveways. Driveway materials shall be consistent with existing driveways. Asphalt driveways are not permitted.

6.18. Generators. The installation of generators requires the approval of the ACC. Generators shall be powered by piped natural gas or propane and shall not exceed 69 dBAs. The generator shall only be used during periods of utility power failure, except for periodic testing at reduced power. The generator shall be completely enclosed and shall be placed in a location that minimizes its visual and noise impact on neighboring Owners as approved by the ACC.

6.19. Trash; Litter. No bulk accumulation or storage of litter, refuse, leaves, waste material, lawn/plant trimmings, tree limbs or logs, garbage, bulk materials or trash of any kind shall be permitted on any Lot. No Owner shall burn any litter, refuse, leaves, waste material, lawn/plant trimmings, bulk materials, garbage or trash of any kind. Controlled burning of small quantities of leaves is permitted only if in compliance with York County Open Burning regulations.

6.20. Hazardous Uses. Nothing shall be done or kept on the Property that will increase the rate of insurance for the Common Area or any part thereof applicable for permitted uses without the prior written consent of the Board of Directors; including, without limitation, any activities which are unsafe or hazardous with respect to any person or property. No person shall permit anything to be done or kept on the Property which will result in the cancellation of any insurance on the Common Area or any part thereof or which would be in violation of any law, regulation, or administrative ruling. Each Owner shall comply with all federal, state, and local statutes, regulations, ordinances, or other rules intended to protect the public health and welfare as related to land, water, groundwater, air, or other aspects of the natural environment: the "Environmental Laws." Environmental Laws shall include, but are not limited to, those laws regulating the use, generation, storage, or disposal of hazardous substances, wastes, and materials (collectively, "Hazardous Materials"). No Lot shall be used so as to cause any pollution or contamination to the pond in or near the Property, nor to any adjoining properties' water supply.

6.21. Subdivision of Lots; Subdivision or Combining Dwelling Units. No Lot shall be subdivided into two or more Lots, nor shall the boundary lines of a Lot be changed or vacated

without the written approval of the Board.

6.22. Leasing. An Owner may lease or rent his or her Lot as long as the use of the Lot is consistent with the restrictions herein, and provided, that the lease agreement between the Owner and lessee shall be in writing for a term of not less than thirty (30) days, and shall include a provision that the lease is subject to the terms of the Governing Documents. No Dwelling Unit shall be rented, leased, used or occupied for transient use, hotel purposes, temporary lodging, periodic occupancy, vacation rental or any other type of short-term rental. No Dwelling Unit shall be subleased. No portion of a Dwelling Unit, other than the entire Dwelling Unit shall be leased for any period. Occupancy by a seller or buyer pursuant to a contract of purchase where occupancy is determined by a post-closing or pre-closing occupancy or possession agreement shall not be considered a prohibited short-term rental under this provision, provided that the Owner provides a copy of the occupancy or possession agreement if requested to do so by the Association, and that the Owner is not using a post-closing or pre-closing occupancy or possession agreement to circumvent the prohibition on short-term rentals. Temporary occupancy by a person entrusted by the Owner to live temporarily at the Owner's Dwelling Unit to provide house or pet sitting services while the Owner is temporarily away from the Dwelling Unit shall not be considered a prohibited short-term rental under this provision. An Owner shall not claim to be using house or pet sitting services to circumvent the prohibition on short-term rentals.

6.23. Rules and Regulations. The Board of Directors shall have the power to adopt, amend, enforce, and repeal Rules and Regulations which restrict and regulate the use and enjoyment of the Property or any portions thereof and which may supplement, but may not be inconsistent with, the provisions of the Governing Documents. The Properties shall be occupied and used in compliance with the Rules and Regulations. Prior to the adoption of rules and regulations, Owners shall be given at least thirty (30) days notice of the proposed rules and regulations or any modifications or amendments. Changes to the Rules and Regulations shall be published via print or internet prior to the effective date and each Owner shall be provided a copy or be otherwise notified.

#### ARTICLE VII. OWNER'S RESPONSIBILITIES.

7.1. Owner's Responsibility for Exterior Maintenance. Each Owner shall maintain his or her Lot, whether occupied or not, and the exterior of any Improvements situated thereon in a neat and orderly manner, and shall not permit the appearance of the Lot, or any Improvements thereon to be unsightly, unsanitary or hazardous. The entire exterior of any Dwelling Unit or any other structure on any Lot shall be cleaned, painted, stained, repaired and/or replaced as necessary by each Owner to maintain the structural integrity and aesthetic appearance of said structure to the standard when initially constructed. Each Owner shall keep drainage ditches and swales located on his or her Lot free and unobstructed and in good repair and maintenance. Each Owner is responsible for erosion control on their Lot. Should any Owner fail to maintain his or her Lot and/or Improvements thereon, fail to keep drainage ditches and swales as required by this paragraph, or fail to maintain erosion control, the Association may, but is not obligated to, take action as set forth in Sections 8.2 and 8.3 herein.

7.2. Damage or Destruction of Dwelling Unit. In the event of a partial loss or damage and destruction of a Dwelling Unit or any other structures on a Lot resulting in less than total destruction of such structures, the Owner shall proceed promptly to repair or reconstruct the damaged Dwelling Unit or structure in a manner consistent with the original construction. In the event that the structures are totally destroyed and the Owner determines not to rebuild or to reconstruct, the Owner shall clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction.

#### ARTICLE VIII. 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 attorney's fees incurred therein shall constitute an Individual Assessment upon the defaulting Owner's Lot and shall be collectible in the manner provided in Article IV herein for the payment of Assessments.

8.2. Property Owners' Association Act. The Board 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 Areas is not precluded and provided that such suspension shall not endanger the health, safety, or property of any Owner, tenant, or occupant and (ii) assess charges against any 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 complies with the procedure set forth in Va. Code Ann. § 55.1-1819, as amended.

8.3. Association Action. If any Owner shall fail to keep such Owner's Lot or Parcel, or any Improvement thereon, in as good repair and condition as when initially constructed and accepted by the ACC, as applicable, normal wear and tear excepted, and in a neat and orderly condition consistent with the Governing Documents, then the Board 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 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; (v) to abate or remove any Improvement, item, or condition which violates the

Governing Documents, the Rules and Regulations or the Architectural Guidelines; and (vi) to do any and all things necessary or desirable in the opinion of the Board 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 as an Individual Assessment against such Owner's Lot, in accordance with Article 4.8 hereof. The Owner shall reimburse the Association within thirty (30) days after receipt of a statement for such expenses from the Board. The Association shall have all rights and remedies set forth herein in the event of non-payment by the Owner.

8.4. Waiver. Failure by the Association or any Owner to enforce any provision of this Declaration or any Supplemental Declaration shall in no event be deemed a waiver of the right to do so thereafter.

8.5. Election of Remedies. All rights, remedies, and privileges granted to the Association or to any Owner pursuant to the Governing Documents or by law shall be deemed to be cumulative and the exercise of any one or more shall not be deemed an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies and privileges as may be available to such party.

8.6. Attorney Fees and Costs. In any dispute or proceeding arising because of an Owner's alleged default, act, failure to act, or violation of the Governing Documents, including enforcement of any lien granted pursuant to the Governing Documents, the Owner shall be liable for all costs of collection, including but not limited to, filing fees, court costs, services of process costs, expert witness costs, costs of mailing, and reasonable attorneys fees incurred from the date of default, regardless of whether the Association pursues the matter to a court of competent jurisdiction. This Paragraph supplements any other rights or remedies that the Association is granted by the Virginia Code.

#### ARTICLE IX. GENERAL

9.1. Limitation of Liability. To the extent that the Association, its Board or any of its committees undertake certain voluntary functions to enhance the quality of life in Winder's Pond including, but not limited to (i) implementing plans to make Winder's Pond safer or maintaining lists of those who need assistance in the event of disasters; or (ii) performing other services to enhance the safety, health and welfare of its Owners, or (iii) coordinating clubs and groups, and social functions, such undertaking(s) shall not create a duty on the Association to perform such functions and the Association, its Board, its committees, and its Members shall have no liability whatsoever in the event that it does not perform the aforesaid functions and the Association, its Board, its committees, and its Members shall have no liability whatsoever to any Owner, Mortgagee, Contractor, occupant of a Dwelling Unit, or any other party for any costs or damages, consequential or otherwise, that may be incurred or suffered.

9.2. Amendment by Owners. 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 at any time by approval of not less than sixty-six and two-thirds percent (66-2/3%) of the Owners who are eligible to vote. The approval of the Owners shall be evidenced by written or electronic ballot at a duly called meeting of the Association, and the recording of the amendment 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. Any amendment shall be effective upon recording.

9.3. Amendment by Board of Directors. This Declaration may be amended unilaterally at any time and from time to time by the Board, with notice to the Owners, (a) 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; (b) 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 (c) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Properties; 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.

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IN WITNESS WHEREOF, the Association has caused this Amendment to be executed by Jon E. Piche, President of Winder's Pond Homes Association and attested by, the Secretary, who certify that at least seventy-five percent (75%) or more of the Owners voted in favor of this Amendment as evidenced by the attached signature pages.

WINDER'S POND HOMES ASSOCIATION

Jon E. Piche, President

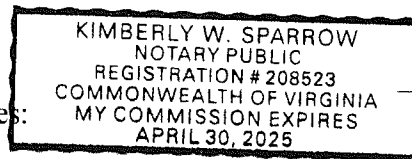
ATTEST:

Roberta J. Piche, Secretary

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

The foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions was acknowledged before me this 3rd day of February, 2022 by Jon E. Piche, President of Winder's Pond Homes Association on behalf of the corporation,

My commission expires:

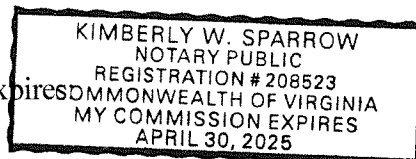


Kimberly W. Sparrow  
Notary Public

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

The foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions was acknowledged before me this 3rd day of February, 2022 by Roberta J. Piche, Secretary of Winder's Pond Homes Association on behalf of the corporation.

My commission expires:



Kimberly W. Sparrow  
Notary Public

**GPIN Numbers**

T06c-0499-1271	T06c-1322-2095
T06c-1557-2361	T06c-0012-1347
S06d-4966-2429	T06c-0176-1149
T06a-1472-2658	T06c-0425-1807
S06d-4825-1720	T06c-0415-1325
T06c-0267-1075	S06d-4761-1807
T06c-1224-2480	T06c-0506-2319
S06d-4915-2207	T06c-0650-2005
T06c-0386-2019	T06c-0348-1555
T06c-0596-1805	T06c-1263-1911
T06c-0816-1574	T06c-0245-1452
S06d-4920-1563	T06c-0190-2119
S06b-4625-2533	T06c-0810-1741
T06c-0591-0905	T06c-1262-2283
S06b-4604-2647	S06d-4939-1967
T06c-0166-1878	T06c-0559-2217
T06c-0321-1377	T06c-0582-1201
T06c-0316-1786	T06c-0567-2070
S06d-4700-1914	T06c-1524-2458
T06c-0028-2044	T06a-1172-2707
S06b-4967-2536	T06a-1493-2554
S06d-4649-2433	S06d-4960-1462
S06d-4898-2095	T06c-0205-1549
T06c-0080-1232	T06c-0723-1477
T06c-0397-1920	T06c-1243-2380
T06c-1288-2188	S06d-4659-2104
S06d-4896-1654	S06b-4967-2636
T06c-0525-1587	T06c-0373-0853
T06c-0363-1013	T06c-0864-1982
S06d-4654-2335	T06c-1136-1565
T06c-0701-1781	T06c-0662-2287
T06c-0438-1583	
T06c-0064-1818	
T06c-0221-1996	
S06d-4650-2229	
T06a-1196-2581	
T06a-1419-2767	
T06c-0223-1749	
T06c-0608-1557	
S06d-4945-2313	
T06c-1312-1999	
T06c-1578-2198	
T06c-0127-1705	
T06c-1203-1825	

1/18/2022 -- 9:12 AM

EXHIBIT A		WINDERS POND
GPIN	Owner	
T06c-0499-1271	ACKER STEPHEN C & MICHELE W BAKER ROBERT M & MARY FRANCES, TRUSTEES OF THE BAKER FAMILY JOINT DECLARATION OF TRUST DATED JANUARY 23, 2013	WINDERS POND S-1, L-53
T06c-1557-2361	BALL, MATTHEW R & KRISTEN H	WINDERS POND S-3, L-69
S06d-4966-2429	BARNES, EMILY J & REGINALD II	WINDERS POND S-2, L-20
T06a-1472-2658	BEATLEY KEVIN A & TIFFANY A	WINDERS POND S-3, L-66
S06d-4825-1720	BLACKBURN, ANDREW J & EMILY R	WINDERS POND S-2, L-9
T06c-0267-1075	BLANCHARD ROBERT C & FRANCES J	WINDERS POND S-1, L-2
T06c-1224-2480	BORST GALE M TRUSTEE UNDER THE GALE BORST REVOCABLE LIVING TRUST DATED DECEMBER 22, 2008	WINDERS POND S-3, L-62
S06d-4915-2207	CAMPBELL WILLIAM F & MILDRED E	WINDERS POND S-2, L-22
T06c-0386-2019	CARPENTER MICHAEL K & JOHANNA G	WINDERS POND S-1, L-35
T06c-0596-1805	CHESNEY RALPH M	WINDERS POND S-1, L-40
T06c-0816-1574	CHUNG JOHN JONG L & YE SOOK	WINDERS POND S-1, L-43
S06d-4920-1563	COSTELLO STEPHEN J	WINDERS POND S-1, L-7
S06b-4625-2533	COUNTY OF YORK	WINDERS POND S-2, L-16
T06c-0591-0905	DAIL RAY A & ELIZABETH H	WINDERS POND S-1 PUMP STATION
S06b-4604-2647	DAVENPORT, RICHARD W & CRYSTAL L	WINDERS POND S-2, L-17
T06c-0166-1878	DECKER JERED R & MARICA J	WINDERS POND S-2, L-28
T06c-0321-1377	DIAMOND ARTHUR H & RHONDA L	WINDERS POND S-1, L-51 RESUB LOTS 48 & 51
T06c-0316-1786	DILLOW, CHRISTOPHER W & BROOKE W	WINDERS POND S-1, L-32
S06d-4700-1914	DOHERTY MARIE B TRUSTEE OF THE MARIE B DOHERTY TRUST DATED OCTOBER 13, 1995	WINDERS POND S-2, L-11
T06c-0028-2044	DREJZA DANIEL H & BARBARA L, TRUSTEES, OR THEIR SUCCESSORS IN TRUST, UNDER THE DANIEL H DREJZA LIVING TRUST DATED OCTOBER 7, 2002 AND DREJZA, BARBARA L AND DANIEL H, TRUSTEES, OR THEIR SUCCESSORS IN TRUST, UNDER THE BARBAR L DREJZA LIVING TRUST DATED OCTOBER 7, 2002	WINDERS POND S-2, L-25
S06b-4967-2536	DUMAS JOSEPH H & URSULA	WINDERS POND S-2, L-19
S06d-4649-2433		WINDERS POND S-2, L-15

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S06d-4898-2095	DWYER DOUGLAS I & DOLORES V EAST MARTHA M, TRUSTEE UNDER THE PROVISIONS OF THE MARTHA M EAST REVOCABLE LIVING TRUST UNDER AGREEMENT DATED NOVEMBER 13, 2015	WINDERS POND S-2, L-23
T06c-0080-1232	EMAMI SAIED	WINDERS POND S-1, L-4
T06c-0397-1920	FALLON, WILLIAM P & CHRISTINE R	WINDERS POND S-1, L-34
T06c-1288-2188	FELL ROBERT S & ANN H	WINDERS POND S-3, L-59
S06d-4896-1654	FLEMING GARY A & PATRICIA B	WINDERS POND S-2, L-8
T06c-0525-1587	FLORSCHUETZ, CRAIG A & JESSE N	WINDERS POND S-1, L-46
T06c-0363-1013	GHAZINOUR JAMAL	WINDERS POND S-1, L-1
S06d-4654-2335	GINGRAS TERRY J & SHARON W	WINDERS POND S-2, L-14
T06c-0701-1781	GIST CLAUDE E & FRED A C	WINDERS POND S-1, L-41
T06c-0438-1583	GRANGER GEORGE WINN III &	WINDERS POND S-1, L-47
T06c-0064-1818	GRAY JAMES S III & MARIA C	WINDERS POND S-2, L-29
T06c-0221-1996	GRIFFIN JOHN M & MISTY L	WINDERS POND S-2, L-27
S06d-4650-2229		WINDERS POND S-2, L-13
T06a-1196-2581	GUERRERO YAZMIN JOHANNA SOTO	WINDERS POND S-3, L-63
T06a-1419-2767	HAINES, NATHAN	WINDERS POND S-3, L-65
T06c-0223-1749	HAMBROOK BARBARA A & KENNETH C MEY	WINDERS POND S-1, L-31
T06c-0608-1557	HARRIS GETTYS N JR & JACQUELYNN M	WINDERS POND S-1, L-45
S06d-4945-2313	HAVRILLA JOHN G	WINDERS POND S-2, L-21
T06c-1312-1999	INGERSOLL GREGORY R & COURTNEY M	WINDERS POND S-3, L-57
T06c-1578-2198	JOHNSON PAMELA	WINDERS POND S-3, L-70
T06c-0127-1705	KIMBALL, JASON P & VICTORIA	WINDERS POND S-1, L-30
T06c-1203-1825	KING KEVIN F & CLAUDETTE T	WINDERS POND S-3, L-55
T06c-1322-2095	KLUG DANIEL T & VOBORIL, DEBORAH B	WINDERS POND S-3, L-58
	KNIGHT WILLIAM T & LYNNE M, TRUSTEES, OR THEIR SUCCESSORS IN TRUST, UNDER THE KNIGHT LIVING TRUST DATED JANUARY 29, 2010	WINDERS POND S-1, L-5
T06c-0012-1347	KULAS EDWARD J JR & ANN M	WINDERS POND S-1, L-3
T06c-0176-1149	LINDEN CARL T	WINDERS POND S-1, L-33
T06c-0425-1807	LONGO ERIC J & JOOYEON K	WINDERS POND S-1, L-52
T06c-0415-1325		
S06d-4761-1807	METTHE, ROBERT & MEGAN STEPHANY	WINDERS POND S-2, L-10
T06c-0506-2319	MILLER BRIAN & CANDICE & FRANCES	WINDERS POND S-1, L-36
T06c-0650-2005	MILLER FRANCES L	WINDERS POND S-1, L-39

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KRISTEN N. NELSON, CLERK  
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