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THE MEADOWS II SUBDIVISION
DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by the Meadows II Limited Partnership, a Virginia limited partnership, hereinafter referred to as "Declarant", to be indexed as Grantor,

WITNESSETH

WHEREAS, Declarant is the owner of certain property in the County of James City, State of Virginia, to be called the Meadows II Subdivision, which is more particularly described on the attached Schedule A, and Declarant desires to subject said property to certain covenants, conditions and restrictions,

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 which shall be binding on all parties having any right, title or interest in the described properties, or any part thereof, their heirs, successors and assigns, shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to the Meadows II Homeowners Association, a Virginia corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of 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.

Section 3. "Properties" shall mean and refer to that certain real property shown as Exhibit A, including all Lots, 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) dedicated to or owned by the Association for the common use and enjoyment of the Owners.

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 the Meadows II Limited Partnership, a Virginia 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. "Home Builder" shall mean any contractor licensed to do business within the State of Virginia engaged in the construction of residences for re-sale.

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 or 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;

(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 the members of the Association.

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

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. 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. Voting Rights. Each Owner shall be a member of the Association, and such members 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 determined, by its Owner, but in no event shall more than one vote be cast with respect to any Lot.

Section 3. Declarant Control Period. Until such time as the Declarant has conveyed all of the Common Area to the Association, the Declarant shall exercise all of the rights and duties of the Association with respect to:

- (a) control and maintenance of the Common Area;
- (b) establishing and collecting assessments;
- (c) architectural control.

The period during which Declarant retains such rights shall hereinafter be referred to as the "Declarant Control Period."

Section 4. Association Funds. During the Declarant Control Period, the Declarant may collect all funds due the Association and expend such funds for the maintenance and improvement of the Common Areas, as well as any other proper purpose of the Association. At the end of the Declarant Control Period, the Declarant shall render a true accounting of such funds to the Board of Directors of the Association.

Section 5. Conveyance of Common Area. The Declarant may retain title to the Common Area and thereby extend the Declarant Control Period until such time as it has completed improvements thereon, annexed additional Lots or Common Area pursuant to Article VII and otherwise determines in its sole discretion that the Common Area shall be so conveyed. Such conveyance shall in no event be more than ten (10) years after the date of recordation of this Declaration. Owners shall be subject to all of the obligations imposed by this Declaration, as amended, until such conveyance of the Common Area.

ARTICLE IV

COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot (excepting the Declarant), 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, and (3) costs of collection/enforcement and interest as provided below. 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 Areas situated upon the Properties.

Section 3. Annual Assessment.

(a) Each Owner (except any Home Builder during the first twelve (12) months of its ownership) shall pay to the Association an annual assessment for each Lot owned by such Owner. The annual assessment for each Lot shall be the same.

(b) The Board of Directors of the Association (the "Board of Directors") may change the annual assessment or the initial capital assessment at a meeting duly conducted pursuant to Section 6. of this Article.

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 two-thirds (2/3) 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. Initial Capital Assessment. Each Owner (except the Home Builder during the first twelve (12) months of its ownership) shall be assessed at closing on the purchase of any Lot (either from the Declarant or upon resale) an assessment of \$50.00 to be applied to capital improvements and/or operating costs of the Association. ~~§ 100.00~~

Section 6. Notice and Quorum for Any Action Authorized Under Section 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 fifteen (15) days following the preceding meeting.

Section 7. 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 such frequency as the Board of Directors may determine appropriate.

Section 8. Date of Commencement of Annual Assessments Due Dates. The annual assessments provided for herein shall commence as to each Lot on the earlier of (a) the first day of the month following the month in which a Certificate of Occupancy is issued by James City County for a dwelling constructed upon such Lot, or (b) the first day of the month following the month in which falls the second anniversary of conveyance of the Lot to an Owner other than the Declarant. The Declarant shall not be obligated to pay any assessments. 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 9. Assessment for Damage to Common Area. In the event any Common Area or improvements thereon are damaged by any Owner or his lessee, permittees, family members, guests, invitees or agents, the Association may repair such damage and collect the costs of such repair in the manner of an assessment as set forth in this Article.

Section 10. 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 twelve percent (12%) 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 for purposes of collecting the assessment, with costs, interest and reasonable attorney's fees. 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 11. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any institutional first mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure or any proceeding in lien 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.

Section 12. Affirmative Obligation of Association to Maintain Common Area. The Association shall maintain the Common Area in reasonable and safe condition.

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. Architectural Review. No building, fence, wall or other structure shall be commenced erected or maintained upon the Properties or any Lot, nor shall any exterior addition or change or alteration therein be made until approval of complete construction documents, including floor plans, elevations and details, site plan and samples of actual exterior finish materials. Any Owner who desires to commence such building must obtain from the Declarant or the Board Design and Construction Guidelines to assist in the preparation of such documents for review and approval. Such approval shall be made by the Board of Directors, or by an architectural committee composed of three (3) or more representatives appointed by the Board of Directors. In the event the Board of Directors, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will deemed to have been fully complied with. Furthermore, any construction shall be completed within twelve (12) months of the date of approval.

ARTICLE VI

USE RESTRICTIONS

Section 1. Each Lot shall be used exclusively for residential purposes and no building shall be erected, altered, placed or permitted to remain thereon other than one single-family dwelling with a minimum of 1,300 square feet of living space approved pursuant to Article V of the Declaration for a one-story dwelling, and 1,600 square feet of living space approved pursuant to Article V of the Declaration for a one and one-half or two-story dwelling (hereinafter referred to collectively as "dwellings" or severally as "dwelling"). "Square footage" is defined as interior living space, and it does not include the basement, garage, breezeways, or extended covered areas such as porches, patios and/or balconies. At least a one-car garage is required.

Section 2. There shall be no outdoor open airing or drying of any clothing, bed linens, blankets, rugs, etc on the Properties except at such locations and on such terms and conditions as may be prescribed by the Association.

Section 3. No obnoxious or offensive activity shall be conducted or permitted on any of the Properties or Lots, and nothing shall be done thereon which may be or become an annoyance or a nuisance to the neighborhood. No business or profession of any kind or nature shall be carried on or practiced in any dwelling.

Section 4. No trailer, tent, shack, barn, garage, or outbuilding shall be used on any of the Properties at any time as a residence, either temporarily or permanently. Nor shall any bus, farm machinery, construction equipment, school bus, truck with commercial lettering or commercial use, or any truck over 3/4 ton, or mobile living or recreational vehicle, be stored, parked or kept on any of the Properties for more than eight (8) hours, except in such area or areas as may be designated by the Declarant, and such units shall not be used as living quarters while so stored or parked. Campers or camping trailers shall be permitted of length of 18 feet or less, only if parked and stored behind the residence on any Lot.

Section 5. No boats and/or trailers for boats of greater than eighteen (18) feet in length shall be parked or stored on any Lot. Boats and/or trailers for boats of less than eighteen (18) feet shall be permitted on any Lot, provided screening from the view from any public street is adequately provided in the sole discretion of the Board of Directors.

Section 6. No animals, livestock or poultry of any kind shall be raised, bred or kept on any of the Properties, except that dogs, cats and other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes and provided that they do not become a nuisance to other owners or occupants. No permitted animal shall be allowed to run to large unless under the owner's control and in his presence.

Section 7. No sign of any kind shall be displayed to the public view on any of the Properties, except contractors' and architects' signs during the period of construction and one professional real estate sign of not more than six (6) square feet, advertising a lot, and any dwelling constructed thereon, for sale or for rent. A blank sign not larger than four (4) square feet shall be permitted during construction to display permits.

Section 8. No dwelling shall be permitted to be erected on any of such Lots unless adequate provision for off street parking for at least two (2) vehicles be provided upon such Lot.

Section 9. It shall be the Owner's responsibility to keep the area between the boundary lines of his Lot and the surface of any adjoining road or roads, cleared of all brush, tall grasses, weeds, trash, garbage, or other waste. If the Owner of any Lot fails to perform this covenant, then the Association shall have the right to perform any necessary maintenance or clearing and the Owner hereby agrees to reimburse the Association its costs, collectible as an assessment.

Section 10. The Properties shall not be used or maintained as a dumping ground for rubbish or scrap. Trash, garbage or other waste shall not be kept on any of the Properties

except in covered sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 11. No owner, resident or lessee shall install wiring for electrical or telephone installation, television antennae, satellite dish, machines or air conditioning units, etc. on the exterior of any building or structure or in a way that causes same to protrude through the walls or the roof of any building or structure except as authorized by the Board of Directors.

Section 12. Inoperative or unlicensed cars, trucks or other vehicles shall not be parked or stored on Lots, streets or parking areas.

Section 13. The Lots shall not be rented by the Owners thereof for transient or hotel purposes, which shall be defined as (a) rental for any period less than thirty days, or (b) any rental if the occupants are provided customary hotel services, such as room service for food and beverage, maid service, furnishing laundry and linen, and bellboy service. Other than the foregoing obligations, the Owners of the respective lots shall have the absolute right to lease same provided that said lease is made subject to the covenants and restrictions contained in this Declaration and further subject to the By-Laws of the Association.

ARTICLE VII

MISCELLANEOUS

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. Entry for Maintenance. The Declarant or its successor, the Association, or its agents shall have an easement of entry as to any Lot or dwelling thereon when necessary in connection with any improvement, maintenance or repair of any Lot or the Common Area. Such entry shall be made with as little inconvenience to the Owner or occupant as practicable, and any damage caused thereby shall be repaired by the Association out of the fund established for common expenses. Such entry shall only be after notice and opportunity to remedy has been given by the Declarant or its successor or the Association.

Section 3. Severability. Invalidation 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 4. Term/Amendment. The covenants and restrictions of this Declaration shall run with and bind the land included within the Properties, 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 Period of Declarant Control by the Declarant at its discretion. Following the Period of Declarant Control, 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 5. Annexation. Additional residential property, lots and/or Common Area may be annexed to the Properties at any time by the Declarant, its successors and assigns, at the discretion of Declarant.

Section 6. No Negative Reciprocal Easement/Covenant. The terms hereof shall not be construed to affect any property not included within the Property.

In Witness Whereof, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 18 day of SEPTEMBER, 1995.

THE MEADOWS II LIMITED PARTNERSHIP

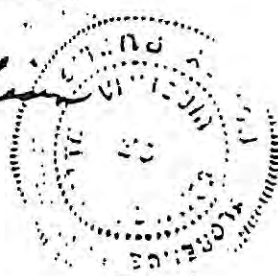
By [Signature]
John H. Kniest, Jr., President
of Van Kniest, Inc., General Partner

State of Virginia

County of James City, to-wit:

The foregoing Declaration of Covenants, Conditions and Restrictions was acknowledged before me this 18th day of September, 1995, by JOHN H. KNIEST, JR., President of Van Kniest, Inc., General Partner of the Meadows II Limited Partnership.

[Signature]
NOTARY PUBLIC



My commission expires: August 31, 1997

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