

# Powhatan Crossing Homeowners' Association

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## DECLARATION OF RESTRICTIONS

POWHATAN CROSSING HOMEOWNERS ASSOCIATION, INC.

### SECTIONS I – IV

Whereas, the Declaration of Restrictions of POWHATAN CROSSING, INC. were executed by the Corporation between the 19th day of September 1988 and the 4th day of September 1997, recorded in James City County Deed Books 408 at page 144; 439 at page 616; 567 at page 205; 633 at page 9; 715 at page 804; and Instrument Number 990003998; and

Whereas, the said Declaration provided at paragraph 9.3, thereof, that under specified conditions these restrictions, conditions, covenants, agreements and provisions contained in that Declaration may be modified; and

Whereas, the Owners upon the dedication of Sections I-IV of the said subdivision, have met the requirements of said paragraph 9.3 of said Declaration; it is the intention of the Owners herein to completely revise the aforementioned declaration of Restrictions to be incorporated by this instrument as the restrictive covenants for the Lots defined below; these shall be covenants running with the land applicable and binding upon the present and future owners of all of the one hundred sixteen (116) numbered lots of land shown on the Plats whether improved or unimproved.

NOW THEREFORE, the Owners hereby declare that all of the property, limited to one hundred sixteen (116) lots, described herein, shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, conditions, easements, charges and liens as set forth in the declarations referenced herein and also those contained on certain plats previously recorded.

#### 1. DEFINITIONS

1.1 "Association" or "PCHA" shall mean and refer to Powhatan Crossing Homeowners Association, Inc., its successors and assigns.

1.2. "Lot" shall mean and refer to any lot shown on the subdivision plats recorded in James City County Plat Book 49, Page 61, James City County Plat Book 56, Page 97, James City County Plat Book 57, Page 95 and James City County Plat

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Book 60, Page 52.

- 1.3. "Owner" shall mean and refer to the record owners, whether one or more persons or entities, of the fee simple title to any Lot including contract sellers, but excluding those having such interest merely as security for the performance of any obligation.
- 1.4. "Member" shall mean and refer to every person or entity that is a record owner of one of the one hundred fifteen (115) buildable lots in Powhatan Crossing, per ARTICLE IV of the Articles of Incorporation. The terms "Member" and "Owner" are essentially interchangeable.
- 1.5. "Parking Apron" shall mean a paved area beside or behind the house suitable for vehicle storage.
- 1.6. "Living Space" shall mean heated areas of residences exclusive of basements, porches, decks, breezeways, and garages.

## **2. THE LAND AND ARCHITECTURAL REVIEW COMMITTEE**

- 2.1 The natural beauty of the land shall be protected to the greatest extent possible.
- 2.2. The natural grade of the land shall not be altered without prior approval of the Powhatan Crossing Homeowners Association Architectural Committee (hereinafter referred to as PCHAAC).
- 2.3. The PCHAAC shall consist of three (3) members appointed by the PCHA. Unless changed by the PCHA Board, they shall be the President, Vice-President and Secretary of the PCHA Corporation. They shall function to make all decisions regarding interpretation of these declarations.
- 2.4. Areas left in their natural wooded state shall be cleared of fallen trees and branches and of excess underbrush and so maintained.
- 2.5. Areas converted to lawns and other landscaped areas shall be maintained in a neat and attractive state.

## **3. LAND USE**

- 3.1 All the numbered lots shall be used exclusively for residential purposes with only

one single-family residence per lot. No additional, adjacent or connected buildings to house additional persons or to rent or for other purposes shall be permitted.

- 3.2. No businesses shall be conducted from these residences or on these lots wherein any evidence of said businesses is visible from without the residence. This includes signs, marked vehicles, equipment and materials. Neither may any home business generate a stream of traffic to constitute a nuisance to the neighbors.
- 3.3. No lot may be subdivided.
- 3.4. No animals, livestock, or poultry of any kind may be kept on any lot except dogs, cats, or other household pets provided they are not kept, bred, or maintained for any commercial purpose. No family shall have more than a total of five (5) dogs and cats. No reptiles may be kept except those that are household pets and provided they may safely live and be fully contained in a ten (10) gallon aquarium. Animals must be properly managed so as not to be a nuisance to neighbors by barking or trespass.
- 3.5. No lot shall be used or maintained as a dumping ground for rubbish or other material prior to construction. During any construction the area shall be kept in a reasonably neat and clean condition by the builder although some debris must be expected. After occupancy, the owner shall keep the property in a good state of maintenance. Trash, garbage, and other waste shall be kept in sanitary containers that are kept discreetly from view. Incinerators shall not be permitted and all trash and refuse must be picked up and hauled away
- 3.6. Easements shown on the plan for streets, drainage, utilities, screening, beautification, or recreation are for the benefit of the residents of Powhatan Crossing Subdivision and may be changed only by the County of James City
- 3.7 A perpetual easement and right of way is hereby reserved upon, over and along the streets, roads, lanes, avenues and driveways shown on the plat herein before referred to, including any sidewalks, for the purposes of the construction of the underground wires, and conduits and the necessary and proper, attachments in connection therewith for the transmission of electricity and for telephone lines; to

erect, put down and maintain sewers, gas, water, electrical wires, conduits, pipes, wires and fixtures, and right to use the said streets, roads, lanes, avenues and driveways, and the right to lease, assign or grant the right hereby reserved to any person, firm or corporation at such time and upon such terms as it may decide upon, and as well for any and all public utility purposes and services of whatever character.

#### **4. RESIDENCES**

- 4.1 All construction plans for any alterations to the property, including architecture, site work, grading, driveway and parking areas, color and material, and other pertinent details shall be submitted to the PCHAAC for review and approval prior to commencement of construction. The PCHAAC must approve all add-on construction or exterior remodeling including decks, porches, fences, outbuildings, or any other structure visible from outside the home. All exterior materials must be approved by the Committee. Plywood siding, and pressed wood shall not be permitted. The PCHAAC shall acknowledge, in writing or by e-mail, an owner's request for alterations along with any additional materials/information required to evaluate said request. If the PCHAAC fails to act on the request within thirty (30) days of receiving all requested materials, this paragraph shall be deemed fully satisfied.
- 4.2. While the emphasis in Powhatan Crossing shall be on design and construction excellence, rather than on size, the following minimum sites are recommended for the buildings. One-story buildings shall have a minimum of fourteen hundred (1400) square feet of living space, one and one-half story buildings a minimum of sixteen hundred (1600) square feet of living space and two-story buildings shall have a minimum seventeen hundred (1700) square feet of living space. Any variance from these minimum size requirements must be approved by the PCHAAC.
- 4.3. Once construction begins, except in rare circumstances beyond the Owner's control, all construction must be completed within twelve (12) months of

commencement. All buildings must have a crawl space on a brick foundation. Slab type houses shall not be permitted unless required by exigencies of topography and drainage and then only if approved by PCHAAC in advance of construction. Front porches and entrances to all houses must be of brick masonry. The steps to rear decks and wrap-around porches are to be of the same material as the deck or porch.

- 4.4. A variety of architectural styles are desired in Powhatan Crossing. Single story, two story and split-level homes are anticipated. The land elevation and topography supports the use of some basements. Period designs should strive for authenticity. Contemporary designs should be tasteful and seek to blend with the land. The blending of contrasting architectures shall be facilitated by the use of "earth tone" colors and materials. Bright and strident colors shall be discouraged.
- 4.5. Closely similar designs must be sufficiently separated so as to not call attention to the similarity.
- 4.6. Garages are not required; however, if built unattached, approval of PCHAAC is required; a carport can be erected on a lot if attached to residence but shall not extend beyond front line of house. All detached buildings such as garages shall conform to the construction, color and materials of the primary structure. Small outbuildings such as storage sheds shall be of similar materials and color to the primary structure and shall have either an A-line roof with a minimum five-twelve (5/12) pitch or a barn-style roof, and shall have a minimum floor space of one hundred fifty (150) square feet. All such structures require PCHAAC approval.
- 4.7 The Association has adopted the setback requirements of the County which state:
  - 4.7.1 Side. The minimum side yard for each main structure shall be fifteen (15) feet. The minimum side yard for accessory structures shall be five (5) feet, except that accessory buildings exceeding one story shall have a minimum side yard of fifteen (15) feet. The county may impose additional setback for accessory structures greater than two hundred fifty-six (256) square feet.
  - 4.7.2. Rear. Each main structure shall have a minimum rear yard setback of thirty-five (35) feet. The minimum rear yard for accessory structures shall be



five (5) feet except that buildings exceeding one story shall have a minimum rear yard of fifteen (15) feet.

4.8. Each dwelling which may be erected on any lot in the subdivision shall have its heat supply furnished from a central heating plant located in the dwelling or, if outside, it shall be shielded from view of other residences.

4.9. The following additional restrictions shall be observed with the intent of preserving the architectural integrity of the building

4.9.1 No external antenna for television, radio or any other purpose shall be allowed, except:

4.9.1.1 Owners may erect TV satellite dishes of no more than one (1) meter in diameter upon approval from the PCHAAC. Owners should attempt to hide or minimize the view of the dish from the street.

4.9.1.2. Owners who are FCC-licensed amateur radio operators may erect low visibility antennas on the rear of their property in accordance with Virginia Code § 15.2-2293.1 (*Placement of amateur radio antennas*) upon approval from the PCHAAC. Owners shall advise adjacent PCHA neighbors prior to submission to the PCHAAC. Owners should attempt to minimize the view of the antenna from the street. The character of Powhatan Crossing is not conducive to large antenna towers or masts.

4.9.2. Window air conditioners shall not be permitted.

4.9.3. Clotheslines shall not be permitted unless well screened and approved by PCHAAC.

4.9.4. All fencing requires PCHAAC approval and shall in no case extend beyond the front of the residence. Fences shall be no higher than six (6) feet unless clearly justified to the PCHAAC and then no higher than eight (8) feet. Chain link fence shall not be permitted except for PCHAAC- approved dog runs of one hundred twenty (120) or fewer square feet. Chain link or wire fencing may be installed inside a PCHAAC-approved fence only if included in the fence approval package. Plywood fencing shall not be approved.

- 4.9.5. Solar energy panels may be installed with PCHAAC approval. Owner requests for such panels shall include detailed visual screening plans.
- 4.9.6. No structure of a temporary character, trailer, tent, shack, shed or other outbuilding shall be built or used on any lot as a residence except for temporary storage during construction.
- 4.9.7. All pools shall meet James City County requirements and require approval by the PCHAAC.
- 4.9.8. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction and sales period. Such signs may only be displayed on the property being offered. One sign per lot of not more than five (5) square feet is permitted advertising construction or repair during and thirty (30) days following completion of the work. No signs of any kind shall be displayed on common areas without approval of the PCHAAC.
- 4.9.9. All driveways and any extension or addition thereto shall extend to the street and shall be constructed of exposed aggregate. Accent aprons of pavers or other similar material may be permitted with the approval of the PCAAC.
- 4.9.10. No exposed bright metal shall be permitted (flashing, screens, windows).
- 4.9.11. All exposed chimney structures shall have brick veneer foundation up to the elevation of house siding, except for special architectural reasons, and then only if approved by the PCHAAC.
- 4.9.12. Contractors must place at the designated street entry to the lot, a sufficient amount of gravel on a firm, well-drained sub-grade, to prevent mud and other debris from being tracked onto the street until the permanent drive is installed.
- 4.9.13. Construction vehicles shall not be parked in any area other than on the building site or on the roadway bordering the site. Vehicles shall not be permitted to obstruct the traffic flow on any Powhatan Crossing's street.
- 4.9.14. No shed, shack, trailer, tent or other temporary or movable building or

structure of any kind shall be erected on or permitted on any residential lot, except for the use of temporary construction sheds or portable lavatories during the period of approved construction on a lot.

4.9.15. Roofing materials exposed to view or on slopes shall be of a permanent quality and suitable roofing material. Architectural-type metal roofs are permitted only with prior approval of PCHAAC. Metal roofs shall be painted or detailed as approved by the PCHAAC.

4.9.16. All plumbing vents, fan exhausts and other necessary roof equipment shall be on the rear slope of the roof or otherwise screened from view from the street.

4.9.17. Freestanding brick walls require approval of the PCHAAC and should reflect the detailing, color and character of the house.

4.9.18. Concrete block walls shall not be permitted unless they are totally confined to areas that are not visible from the street, common areas, or other homes. Owner requests for approval shall include screening plans.

4.9.19. Flood lighting and security lighting shall be permitted, but shall not be directed so as to illuminate the interior of adjacent dwellings or structures not owned by the homeowner.

## **5. VEHICLES**

5.1. Overnight parking on the street shall be kept to an absolute minimum to discourage crime and promote traffic safety. Any such parking shall not interfere with access to any neighbor's driveway.

5.2. No more than four (4) un-garaged vehicles shall be permitted to be consistently parked on the premises, and these must be in the driveway or on a parking apron off the driveway. These vehicles shall be restricted to licensed, operable automobiles, mini-vans and pickup trucks not to exceed one (1) ton in capacity.

5.3. Pickup trucks over one (1) ton capacity, recreational vehicles, trailers and watercraft must be garaged. A total of one (1) recreational vehicle, boat, or large van too large to garage may be stored behind the house on a parking apron with

- suitable screening to minimize unsightliness. The parking and screening must be approved, and inspected at regular intervals, by the PCHAAC. Un-garaged trailers, buses and trucks over one (1) ton capacity are not permitted. Trucks with dual rear wheels shall be parked on the driveway or on an approved apron.
- 5.4. No major vehicle maintenance or overhaul of un-garaged vehicles shall be permitted.

## **6. COMMON AREAS**

- 6.1 Common areas of the Subdivision are defined as those areas of land which may be now or hereafter conveyed to the PCHA, or which are shown on any recorded subdivision plat including a Lot as an area which is intended to be devoted to the common use and enjoyment of the members of the PCHA together with any improvements thereon.
- 6.2. The PCHA, subject to other rights of owners set forth in this Declaration, shall be responsible for the management and control of these Common Areas and all improvements thereon, including furnishings and equipment related thereto, and shall keep the same in good, clean, attractive and sanitary order and repair.
- 6.3. Subject to the provisions regarding maintenance fees, limitation and exclusion included herein, every land owner shall have a right of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with title to every lot, and every member as determined by the PCHA Board shall have a right of enjoyment in the Common Area.
- 6.4. The Owners' and Members' easements of enjoyment created hereby shall be subject to the following:
- 6.4.1 the right of the PCHA Board to establish reasonable rules, and to charge reasonable admission and other fees for the use of the Common Area by guests of Owners and Members.
- 6.4.2. the right of the PCHA Board to suspend the right of an Owner to use any portion of its facilities for any period during which any assessment against his lot or lots remain unpaid for more than thirty (30) days after notice; the

right of the PCHA Board to suspend the right of a Member or Owner to use any portions of its facilities for a period not to exceed sixty (60) days for any other infraction of this declaration or rules, by-laws, or regulations of the PCHA, which remain uncorrected after given notice for such correction by the PCHA, or the duly authorized representatives or agents thereof. Such notice of infraction shall include a statement of said infraction complained of and the manner of its correction.

6.4.3. the right of the PCHA to mortgage any or all the facilities constructed on the Common Area for the purposes of improvements or repair to PCHA land or facilities.

6.4.4. the right of the PCHA to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purpose and subject to such conditions as may be desired by the PCHA, as specified by the Articles of Incorporation, Article III, (e).

6.5. Any member of the PCHA may delegate his right of enjoyment to the Common Area and facilities to the members of his family and to his guests subject to such general rules, regulations, by-laws and directives, which may be established by the PCHA.

6.6. In the event any Common Area is damaged or destroyed by an owner, his tenants, guests, licensees, agents or members of their families, the owner does hereby authorize the PCHA to repair such damaged area. The repairs shall be made in a good workman-like manner in conformance with original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the PCHA. The costs of such repairs shall become an assessment upon the Lot of such Owner and shall be payable to the PCHA, or their successors in interest.

## **7 MAINTENANCE ASSESSMENTS**

7 1 Each Owner of any lot by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the PCHA

the following: (1) annual general assessments or charges, (2) special assessments for capital improvements, (3) annual or special parcel assessments or charges, such assessments to be established and collected as hereinafter provided or as set out by resolution adopted by the PCHA. All such assessments together with interest thereon and costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made from the time of each such assessment. Each such assessment, together with interest thereon at the annual rate of ten percent (10%) and costs of collection thereof (including 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 became due. No owner may waive or otherwise avoid liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot(s).

- 7.2. A pre-closing assessment shall be levied by the PCHA. This assessment shall be used to promote the recreation, health, safety and welfare of the residents of the Subdivision and its future phases, to enhance the environment, and in particular for the improvement, maintenance and operation of the Common Areas and facilities as may from time to time be designated as future Common areas.
- 7.3. The initial pre-closing assessment shall be One Hundred Dollars (\$100.00), which shall be payable by all purchasers to the PCHA at such time as any Lot is sold to the initial purchaser. A pre-closing assessment in an amount established in the By-Laws shall likewise be paid to the PCHA by the purchaser of each lot in the subdivision at the time of any re-sale closing by any seller.
- 7.4. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot in the subdivision covered by this declaration 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 that became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessment thereafter becoming due or from the lien thereof.
- 7.5. Annual general maintenance assessments are imposed by the Association and

may change from time to time. Prior to closing on any lot in this subdivision, purchasers should contact the association or its representative in order to determine the status of payment of assessments for the lot which they are purchasing and if delinquency exists, such delinquency shall pass with the conveyance of the lot in question to the new owner if not paid at the closing of their purchase.

## **8. COLONIAL PIPELINE EASEMENT**

The plats that are recorded in the land records of James City County and include the Lots also contain areas identified as "Colonial Pipeline Easement" Special restrictions as to use requirements for construction and repairs are applicable to this area that is affected by the permanent right-of-way easement to Colonial Pipeline Company recorded in James City County Deed Book 90, Page 235, which is incorporated herein by reference. The following conditions shall apply to this zone. The zone is fifty-feet (50) wide, twenty-five (25) feet on each side of the pipe.

- 8.1 At least forty-eight (48) hours prior to construction, subsequent maintenance or repair, the parties contemplating such construction, repair or maintenance must notify Colonial Pipeline Company, or the successor in interest, via the "Miss Utility" program at 811 so that they may have a representative at the work site.
- 8.2. All work within Colonial Pipeline Company Easement Zone shall only be performed Monday through Friday, between the hours of 8:00 a.m. and 4:00 p.m.
- 8.3. No mechanized ditching, only hand excavation shall be permitted within seven (7) feet of the centerline of the fourteen-inch (14") products pipeline.
- 8.4. Roadways to be constructed across the pipeline shall require four and one-half (4.5) feet of minimum clearance from the top of the pipe to finished surface and three (3) feet of minimum clearance in open ditches. If these clearances cannot be maintained, concrete slabs shall be required to protect the pipeline. Specifications for these concrete slabs shall be provided by Colonial Pipeline Company or its successor in interest.
- 8.5. Colonial Pipeline Company restricts the types of plantings that are permitted in

- the fifty- foot (50) easement. Owners shall contact the Colonial Pipeline Company for a list of “*Accepted Landscaping Materials*” and a list of “*Restricted Plants on Right-of-Way*” prior to any landscaping projects. Stockpiling of spoilage or topsoil over the pipeline or upon the right of way is not permitted.
- 8.6. Proposed utilities shall cross Colonial Pipeline and right of way at as near a ninety- degree (90) angle of intersection as possible and shall have a minimum clearance of twenty-four (24) vertical inches above or below the extremities of the pipeline, and this elevation maintained for the entire width of the easement
- 8.7 All plastic or "PVC" gas lines and/or power cables shall be encased in steel conduit or concrete across the entire width of the easement.
- 8.8. Permanent structures are not permitted on the easement; this includes poles, manholes, junction boxes, fire hydrants, water meters, valves and signs.
- 8.9. Test holes are required in the field to satisfy the minimum requirement at utility crossings and for roadway cover as required by Colonial Pipeline Company's field representative.
- 8.10. No mechanized ditching or grading shall be permitted within the Colonial Pipeline easement without prior approval Colonial Pipeline Company's field representative as to location and method of construction.
- 8.11 Full access must be maintained to the pipeline at all times both during and after construction.
- 8.12. Blasting within the limits of the Colonial Pipeline Easement Zone shall not be permitted and blasting within two hundred (200) feet of the pipeline shall be coordinated with Colonial Pipeline Company's field representative as to time and procedure and only with the knowledge of the Colonial Pipeline Company's Region Engineering Manager.
- 8.13. Heavy equipment shall not be permitted to operate over the pipeline unless earth padding has been provided to protect the pipeline from vibrating, overloading or physical damage.
- 8.14. Should any damage occur to the herein permitted encroachment as a result of Colonial Pipeline Company exercising any of their rights at any time, and whatever expense and monetary costs involved in the repair of said damages



shall be borne by owners of said damaged encroachment.

8.15. All property owners agree to defend Powhatan Crossing Homeowners Association, Inc., Colonial Pipeline Company, their successors and assigns from all losses, costs and other expenses, including personal property and bodily injury damages, whether occurring to them or their agents or employees, servants or other third parties, that are proximately caused by or arise from the installation, maintenance and repair of their construction, with the exception of those claims which are due to the sole negligence of Powhatan Crossing Homeowners Association, Inc. or Colonial Pipeline Company

8.16. These covenants in no way limit the rights of Colonial Pipeline Company as set out in their referenced easement of right of way and without any warranty express or implied by Colonial Pipeline Company

## **9. ADDITIONAL MATTERS**

9.1 These covenants and restrictions are to run with the land and shall be binding on all parties owning lots in this tract and all persons claiming under them until thirty (30) years from the date of this instrument, at which time said covenants are to be renewed for ten-year (10) periods unless the majority of lot owners at that time agree to change the covenants in whole or in part.

9.2. All covenants, conditions, agreements and restrictions herein shall inure to the benefit of and be enforceable by any Owner, or the PCHA, their respective heirs, successors and assigns, and failure by any land owner to enforce any restriction shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto.

9.3. In the event one or more of these covenants, conditions, agreements, provisions and restrictions shall have been adjudicated invalid and unenforceable by a court of competent jurisdiction, then and in that event all other covenants, conditions, agreements, provisions, and restrictions herein contained shall not be adversely affected and shall remain in full force and effect

9.4. The Owners hereby expressly reserve the right at any time to annul, waive,

change or modify any of the restrictions, conditions, covenants, agreements or provisions contained herein with a vote of a majority of a quorum of members in good standing, present in person or by proxy, at a duly called meeting. The Owners also reserve unto themselves the right to convey these rights to any of their successors in interest in the development of these parcels.

9.5. The subdivision plat recorded in James City County Plat Book 60, Page 52 shows a dam and retention pond situated on Lots 1, 2, 3 and 4 of Section IV of Powhatan Crossing and Lot 16 of Section III of Powhatan Crossing, as well as a twenty- foot (20) easement for maintenance of the dam and retention pond. The easement is not for public use, but for the exclusive use as is necessary to maintain the dam and retention pond. The retention pond is not common area and is for the exclusive use of the owners of Lots 1, 2, 3 and 4 of Section IV and Lot 16 of Section III of Powhatan Crossing.

9.6. The *Declaration of Covenants, Inspection/Maintenance of Runoff Control Facility*, executed August 1, 1994 by James City County and C. Lewis Waltrip II, representing the PCHA, and recorded in James City County Land Records, Book 756, Page 0770, is hereby fully incorporated by reference.

IN WITNESS WHEREOF the said Powhatan Crossing Homeowners Association, Inc. in accordance with the Declarations of Restrictions and the By-Laws of the Association has caused these restrictions to be executed in the PCHA corporate name, on the 16 day of April, 2015.  
POWHATAN CROSSING HOMEOWNERS ASSOCIATION, INC.

BY Judith C Fuss, Director

Commonwealth of Virginia-At Large;

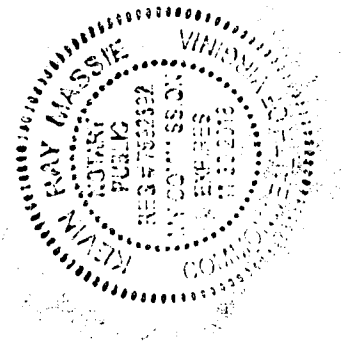
In the County of James City, to-wit:

The foregoing Declaration of Restrictions was acknowledged before me this 10 day of August, 2015, by Judith Fuss, Director (title) of Powhatan Crossing Homeowners Association, Inc.,  
A Virginia Corporation

Kevin Mace

NOTARY PUBLIC

My Commission Expires 11/30/2018



**VIRGINIA: CITY OF WILLIAMSBURG & COUNTY OF JAMES CITY**

This document was admitted to record on 8-14-2015

at 1:47 PM. The taxes imposed by Virginia Code

Section 58.1-801, 58.1-802 & 58.1-814 have been paid.

STATE TAX LOCAL TAX ADDITIONAL TAX

\$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

TESTE: BETSY B. WOOLRIDGE, CLERK

BY Betsy B Woolridge Clerk