



DECLARATION OF RESTRICTIONS
FOR
WINTERFIELD

GPIN U10C-2317-2245
GPIN U10C-0935-2213
GPIN U10A-1630-2648
GPIN U10B-2538-2824

WINTERFIELD, L.L.C., a Virginia limited liability company ("Declarant"), hereby declares and sets forth as of this the 18th day of December, 2002, that it is the sole Owner of all land shown upon the Plat of Subdivision, Winterfield, made by The Sirine Group, Ltd., Surveyors-Engineers-Planners, dated March 19, 2001, and recorded on January 22, 2003, as Instrument No. 030001831, in the Clerk's Office of the Circuit Court for the County of York, Virginia (the "Plat"); and that the following conditions and restrictions shall be covenants real, running with the land, applicable to and binding upon the present and future Lot Owners of all of the numbered Lots of land shown on the Plat until February 1, 2037 or as the term may be extended as hereinafter provided.

Whereas, the Declarant wishes to subject the Property to certain covenants, conditions and restrictions in order to enhance the value of the Property, the residents of the surrounding area and the County of York.

Now, therefore, in consideration of the enhancement of the value of the property, the ecological benefits and other good and valuable considerations which will accrue to the Declarant, the future Owners and the County of York, the Declarant hereby declares that all of the Property 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 the Property, and which shall run with title to the Property and be binding on all parties having any right, title or interest in the described, Property, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner of any part thereof.

PLAT INSTRUMENT # 030001831

DEFINITIONS

Section 1. "*Association*" shall mean and refer to **THE WINTERFIELD HOMEOWNERS ASSOCIATION, INC.**, its successors and assigns.

Section 2. "*Properties*" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "*Common Area*" shall mean all real property owned by the Association for the common use and enjoyment of the Owners, and designated on the recorded subdivision plat. Common Areas shall be deeded to the Association within two (2) years of recording the subdivision plat. Common Area shall include any "Wetland Areas," and storm water detention basin all of which areas are designated on the recorded subdivision plat.

Section 4. "*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 5. "*Owner*" shall mean and refer to the record Owner, whether one or more persons or entities, of the 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 6. "*Declarant*" shall mean and refer to **WINTERFIELD, L.L.C.**, 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. "*Declaration*" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of Clerk of the

Circuit Court for the County of York, Virginia.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 9. "Wetland Areas" shall mean such areas as are designated as such on the recorded plat.

1. Land Use and Building Type.

See Amendment

~~All numbered Lots shown on the Plat (the "Lots") shall be used only for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot except one detached single-family dwelling not exceeding three stories in height, one private garage for not more than three cars and one accessory building not exceeding ten feet (10') in height or three hundred (300) square feet in area.~~

2. Architectural Control.

No dwelling shall be constructed on any Lot unless the heated, living areas of the main structure meet the following requirements.

(a) One-story dwellings shall have a minimum floor area or not less the eighteen hundred (1800) square feet.

(b) Multiple level dwellings shall have a minimum floor area of not less than twenty four hundred (2400) square feet.

(c) All foundations shall be built on crawl space and must be brick veneer or a stucco design.

(d) No stockade or chain link fence will be permitted except for a dog run, which shall be in the rear yard and cannot exceed one hundred twenty (120) square feet.

(e) Brick, synthetic stucco, dryvit or vinyl siding only on the exterior on any home shall be required

The Declarant shall designate an architectural committee which shall review the submittals by any contractor or Owner prior to construction of any residence, which submittals shall include two (2) copies of complete architectural plans, two (2) copies of landscape plans and one (1) plat drawn by a licensed engineer or surveyor showing house footprint, setbacks, walks, driveway, proposed landscaped and drainage plan. The drainage plan must comply with the development plan. The architectural plans and specifications shall detail the proposed roof design and material, the siding, the brick and windows, and exterior color samples shall be provided. No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition or change or alteration thereon be made until the aforesaid plans and specifications are approved in writing and, if no response is made in thirty (30) days, approval will not be required.

House design should generally conform to traditional, colonial or transitional styles. Contemporary or other styles will be reviewed on a case-by-case basis, but it is the express intention to limit this style of construction. Plans will be reviewed to ensure a basic design, including, but not limited to:

- (a) A minimum roof pitch of seven-twelfths (7/12), unless otherwise approved by the Architectural Control Committee.
- (b) Adequate size and scale of exterior trim and cornices.
- (c) Proper style, scale, size and number of windows.

- (d) All wood burning chimneys shall be brick unless otherwise approved by the Architectural Control Committee.
- (e) All foundation shall be built on crawl space and must be brick veneer, unless a stucco design has been approved.
- ~~(f) All garages must be two (2) car attached.~~
- (g) All fences shall be approved by the Architectural Control Committee prior to construction. No stockade or chain link fence will be permitted except for a dog run, which location and landscaping must be approved by the Architectural Control Committee and cannot exceed one hundred twenty (120) square feet.
- (h) Brick, synthetic stucco, dryvit and vinyl siding only on the exterior on any home shall be required.
- (i) All driveways and sidewalks shall be exposed aggregate.
- (j) All corner lots will be restricted for construction as to which street the house must face and where driveway is located.

2.1 Architectural Control for Existing Construction added via amendment

3. Use Restrictions.

Outside (clotheslines) shall be erected behind the dwelling out of public view. No obnoxious or offensive activity shall be conducted or permitted on any of the Properties 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 by which signs may be placed on any house or Lot or by which any traffic will be generated.

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, and there shall be no more than three (3) such pets per residence. No permitted animal shall be allowed to run at large unless under the Owner's control and in his presence.

No sign of any kind shall be displayed to the public view on any of the Properties, except for an entrance sign for the subdivision and except contractors' signs during construction periods and one (1) 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.

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 equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

No Owner, resident or lessee shall install television antennae, 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.

No Lot shall be subdivided for the purpose of making additional building sites. Boundary line adjustments among the Lots which do not create additional building sites are expressly permitted.

Except for the use of temporary construction sheds or portable lavatories during a period of actual construction or improvements on a Lot, no trailer, tent, shack, barn or other temporary outbuilding or movable building or structure of any kind shall be erected on or permitted to remain on any Lot.

Areas converted to lawn and other landscaped areas shall be maintained in a neat and attractive state. Areas left in their natural wooded state shall be cleared of fallen trees, branches and excess underbrush and so maintained. No trees in excess of twelve (12) inches in diameter shall be removed unless such removal is necessary to the construction of a residence or poses a danger to the residence or unless prior approval is obtained from necessary governmental departments.

Since the unregulated use of vehicles can severely damage the appearance of a neighborhood, the following restrictions shall apply:

(a) No more than three (3) ungaraged vehicles will be permitted to be consistently parked on the premises and these must be in the driveway or on an apron off the driveway. These vehicles will be restricted to licensed, operable automobiles, mini-vans and pick-up trucks not to exceed three-quarter (3/4) ton capacity.

(b) Pick-up trucks over the three-quarter (3/4) ton capacity, recreational vehicles, boats and boat trailers must be garaged. Recreational vehicles and boats too large to garage and large vans may be stored behind the house with suitable screening and/or covering to minimize unsightliness and with a total of one (1) per Lot. Tractors, trailers, buses, commercial vans and non-pick-up trucks over three-quarter (3/4) ton capacity are not permitted.

(c) No major vehicle maintenance or overhaul of ungaraged vehicles will be permitted. No vehicle-undergoing repair shall be kept in the driveway or on the parking apron for a period in excess of two (2) days.

(d) No skateboard ramps or similar structures will be allowed in front of houses or in streets.

The respective 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 one hundred eighty (180) days. (b) any rental if the occupants are provided customary hotel services, such as room service for food and beverages, maid service, bellboy service and furnishing laundry and linen. 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.

4. Improvement Location.

A. No building, fence or other structure shall be located on any Lot nearer to the front Lot line than the minimum building setback line shown on the Plat.

B. The location of all buildings, fences or other structures also shall comply with the applicable laws of York County, Virginia (the "County") as they exist at the time of the erection of the same.

5. Sewage Disposal.

Every dwelling unit constructed within this subdivision shall be connected to the public sewage disposal system.

6. Easements.

A. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat.

B Declarant or its designated assignee and the Association hereinafter defined hereby reserve and shall have the right to grant easements not to exceed twenty feet (20') in width along all front and/or rear property lines and ten feet (10') in width along all side property sidelines for drainage, telephone, electricity, cable television and/or other utilities or services; all in addition to those easements shown on the Plat.

C. Within the aforementioned easement areas described in this numbered paragraph, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of any utilities or other facilities installed within the easement areas or which may obstruct, retard or change the direction of the flow of water through drainage facilities in the easements. While it is recognized that fencing and plantings nevertheless may be placed within the easement areas by Lot Owners, if a structure, planting or other material is placed within an easement area, it is subject to being damaged, demolished and/or removed by the holder of an easement over the easement area at the Lot Owner's expense. In no event shall the holder of an easement over the easement area be liable to the Lot Owner for any such damage, demolition and/or removal. The easement areas of each Lot and all improvements within the easement areas shall be maintained continuously by the Owners of the Lot except for those improvements for which a public authority or utility company is responsible.

7. Homeowners Association.

A. The Owners of all Lots automatically shall become Members of the

~~Cheyenne Hills Homeowners Association, Inc.~~ (the "Association"), shall be required to pay assessments or dues to the Association, and shall be subject to the rules and regulations of the Association, which will be established and published from time to time separately from this Declaration. An Owner does not have the right to refuse membership or to withdraw from membership in the Association.

B. The assessments for dues, together with interest, costs and reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, also shall be the personal obligation of the person or persons (jointly and severally) who are the Owners of any such Lot at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them, but shall continue as a lien upon the Lot.

C. The primary and exclusive initial purpose of the Association and its dues shall be to maintain the Common Areas as shown on the Plat, including any improvements thereon, and any drainage facilities serving the subdivision which are not maintained by the County or the Commonwealth of Virginia. All Common Areas and improvements thereon shall be maintained as required by the County, from time to time.

D. Membership in the Association shall be appurtenant to and may not be separated from ownership of the Lots.

E. The Association shall have one class of voting membership:

Class A. Class A Members shall be all Lot Owners including the Declarant. Class A Members shall be entitled to one (1) vote for each Lot owned. When more

than one person hold an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

F. The Board of Directors of the Association may modify, expand or reduce the purposes of the Association; however, in no event may the Association or the Lot Owners refuse to maintain the Common Areas and drainage facilities deeded to it without the prior written consent of the County, evidenced by an instrument recorded in the land records of the County. Should the County issue and record an appropriate consent as referred to above, notwithstanding any other provision of these restrictions, the Association may be dissolved and all assessments shall cease if the dissolution is undertaken in accordance with the requirements of the law, and such action is evidenced by a written instrument executed by and on behalf of the Association and recorded in the land records of the County.

G. The assessment for dues shall be at a uniform rate for all Lots and may be collected monthly, quarterly, semi-annually or annually at the discretion of the Association.

H. Dues shall be assessed against a Lot commencing with the month following issuance of a certificate of occupancy for the dwelling first constructed thereon, or the Lot is transferred by the Declarant and shall continue thereafter.

I. Until January 1, 2004, the maximum annual assessment for dues shall be One Hundred Twenty-Five Dollars (\$125.00) per Lot. Thereafter, the annual assessment for dues shall be set by the Board of Directors of the Association; however, in no event shall the annual assessment for dues increase by more than ten percent (10%) in any one year without the affirmative vote of at least a majority of all the votes cast on the proposal at an annual or special

meeting of the Members duly called for such purpose, at which a quorum exists, nor shall it ever decrease below One Hundred Twenty-Five Dollars (\$125.00) per year without the prior written consent of the County. Until amended as aforesaid, the annual assessment for dues shall continue in the same amount from year to year.

J. Notwithstanding any other provision of this Declaration, in addition to annual assessments, the Associations 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, replacement, repair or maintenance of any structures, facilities or properties coming under the control or responsibility of the Association, including fixtures, equipment and personal property related thereto; provided that any such special assessment first shall be approved by an affirmative vote of at least a majority of all the votes cast on the proposal at an annual meeting or special meeting of the Members duly called for such purpose, at which a quorum exists.

K. A late charge of five percent (5%) shall be added to any assessment not paid within fifteen (15) days after the original payment date; and if an assessment and late charge are not paid within thirty (30) days after the original payment date for the assessment, the assessment and late charge combined shall begin to accrue interest at the rate of eighteen percent (18%) per annum. If any assessment and late charge are not fully paid within forty-five (45) days after the original payment for the assessment, the Board of Directors shall have the right, at its option, by written notice to the Lot Owner, to accelerate the assessment attributable to that Lot for the remainder of the budgetary period, which amount shall be immediately due and owing, and shall result in an additional late charge and interest if not paid within the time periods

described above for assessments generally. The Association may bring an action at law against any Owner personally obligated to pay the same or foreclose on the lien against the Lot; and in either event, the Association shall be entitled to recover interest, costs and reasonable attorney's fees. No Owner may waive or otherwise escape liability for the assessments provided for herein.

L. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust made in good faith and for value received. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a first mortgage or first deed of trust foreclosure or any proceeding or transfer in lieu thereof, shall extinguish the lien of such assessments 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.

M. Each initial Owner shall make a capital contribution of Two Hundred Fifty Dollars (\$250.00) at the Lot settlement.

N. The affairs of the Association shall be run by a Board of Directors consisting of three (3) people. The initial board shall be appointed by the Declarant. At such time as all the Lots are transferred by the Declarant, the Members shall call the first annual meeting and elect the Board of Directors.

8. Waiver of Restrictions.

~~In the event a building (other than a fence or other structure) is constructed in violation of the restrictions contained in this Declaration, said violation shall be deemed waived as to all parties claiming hereunder, if said violation is waived, or a variance is granted, by the~~

Section 8 replaced with: Failure by the Association or any Owner to enforce any provision of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

~~Board of Zoning Appeals or any other board, commission or authority having jurisdiction of such matters in the County.~~

9. York County Provisions.

A. Right of York County to Enforce Maintenance of Common Open Space

Areas and Improvements. Recognizing that the public interest requires assurance as to adequate maintenance of common open space areas and improvements, in the event the Association or any successor organization shall at any time fail to maintain the common open space areas and improvements in reasonable order and condition in accordance with the approved plans, then under such circumstances the County may serve notice in writing upon such organization or upon the property Owners within the subdivision setting forth the manner in which the organization has failed to maintain the Common Areas and improvements in reasonable condition; and said notice shall contain a demand that such deficiencies of maintenance be cured within thirty (30) days thereafter, and shall set the date and place of a public hearing thereon which shall be held within fourteen (14) days of the notice.

(1) At such hearing the county may modify the terms of the original notice as to the deficiencies and may grant an extension of time within which they shall be cured.

(2) If the deficiencies set forth in the original notice or in the modification thereof shall not be remedied within said thirty (30) days or any approved extension thereof, in order to preserve the taxable values of the Properties within the subdivision and to prevent the common open space areas and improvements from becoming a public nuisance, and subject to budgetary limitations, the County may enter upon said common open space and maintain, or contract for the maintenance of, the same for an initial period not to exceed one (1)

year.

(3) Said entry and maintenance shall not vest in the general public any rights to use the common open space areas and improvements except when the same is voluntarily dedicated to the public by the Association.

(4) Before the expiration of said one (1) year period, upon its initiative or upon the request of the organization responsible for the maintenance of the common open space areas and improvements, the County shall call a public hearing two (2) weeks' notice in writing to such organization or to the property Owners within the subdivision, to be held by the Board of Supervisors, at which hearing the abilities of such organization to resume maintenance responsibilities shall be assessed.

(5) If the Board of Supervisors shall determine that such organization is ready and able to maintain the common open space areas and improvements in reasonable condition, the County shall cease to maintain the common space areas and improvements.

(6) If the Board of Supervisors shall determine that such organization is not ready and able to maintain the common open space areas and improvements in a reasonable condition, the County may, in its discretion, continue to maintain, or contract for the maintenance of, the common open space areas and improvements.

(7) The cost of such maintenance and all associated administrative costs of the County shall be assessed ratably against the Properties within the subdivision that have a right of enjoyment of the common open space areas and improvements, and shall become a charge on said Properties, and may be collected by the County as taxes and levies are collected.

B. County's Right of Entry. All County personnel, including but not

limited to, law enforcement officers, rescue squad personnel and fire fighting personnel while in pursuit of their duties shall have the right of entry upon the common open space areas and improvements of the subdivision.

C. Future Development and County's Right of First Refusal. These covenants, conditions and restrictions are to control the availability of the facilities and land hereby provided, to insure that land set aside for Common Area may not be developed for an unapproved purpose in the future, and to maintain the land and facilities for their intended function in perpetuity unless and until the Board of Supervisors, by ordinance, authorizes and approves revisions. The Association, its successors or assigns, shall not be dissolved, nor shall the Association dispose of any Common Area, by sale or otherwise, except to an organization conceived and organized to own and maintain the Common Area, without first offering to convey the same to the County or other appropriate governmental agency in exchange for compensation in an amount not exceeding the value determined by a mutually acceptable appraiser. The requirements of County Code Section 24.1-497 in effect on the date of recordation shall remain in effect unless and until a change is approved by the Board of Supervisors for York County.

10. Wetland Preservation.

The Wetland Areas, if any, shall be preserved in perpetuity in their natural state both floral and fauna, by prohibiting wetland destruction or alterations, building construction, addition of fill material, cultivation or land clearing within or upon the Wetland Areas, unless and until, and to the extent that, any such activities are authorized by the Virginia Department of Environment Quality or any successor agency of the Commonwealth of Virginia which performs the same or substantially the same function.

B. No Dwellings or Buildings. Construction or maintenance of dwellings, building or trailers; however, by way of example and not limitation, structures such as boardwalks, foot trails, wildlife management structures, observation decks, picnic tables, and children's playground equipment may be placed in the Wetland Areas provided that any such structure permits the natural movement of water and preserves the natural contour of the ground.

C. No Ditching, Filling or Clearing. Ditching, draining, diking, filling, excavating, land clearing, plowing, removal of topsoil, sand or other materials, and any building of roads or alterations in the topography and/or hydrology of the Wetland Areas in any manner.

D. No Amendment Without Consent of Corps.

Notwithstanding any other provision of this Declaration, the covenants and restrictions contained in this numbered paragraph 10 of the Declaration, may not be amended without the express written approval and consent of the Virginia Department of Environmental Quality or any successor agency of the Commonwealth of Virginia which performs the same or substantially the same function also shall be required. The approvals and consents referred to above shall be duly recorded in the land records of the County.

The provisions of this numbered paragraph 10 shall be deemed individual and severable and the invalidity or partial invalidity or unenforceability of any one provision or any portion of a provision of this numbered paragraph shall not affect the validity or enforceability of any other provision of this numbered paragraph.

The provisions of this numbered paragraph 10 shall be enforceable by any proceeding at law or in equity by the United States Army Corps of Engineers, the U.S.

Environmental Protection Agency, the U.S. Fish and Wildlife Service, the Virginia Department of Environmental Quality or any successor agency of the Commonwealth of Virginia which performs the same or substantially the same function, or any Owner of a Lot within the subdivision or any non-profit corporation or entity whose primary purpose is environmental protection or preservation. Failure by any agency or Owner to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of the right to do so thereafter.

11. Annexation.

Notwithstanding any other provisions contained herein to the contrary, additional abutting lands or lands adjoining abutting streets within a radius of one-half mile of the subdivision may be annexed by the Declarant without the consent of Members at any time within five (5) years after the date of this instrument or by the Board of Directors of the Association at any time.

12. Term.

The covenants, conditions and restrictions contained in this Declaration are to run with the land and shall be binding on all Lot Owners and all persons claiming under them until February 1, 2037, after which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years each unless an instrument, signed by a majority of the then Owners of the Lots, has been recorded, agreeing to amend this Declaration in whole or in part. Notwithstanding the foregoing provisions of this numbered paragraph, if an amendment affects the provisions of paragraph 10 or if this Declaration is to be terminated, the

written approval and consent of the Norfolk District, U.S. Army Corps of Engineers and other applicable provisions contained in paragraph 10 also must be met.

13. Enforcement.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, condition or restriction, either to restrain violation or to recover damages or both should any court of competent jurisdiction determine that a violation of these covenants, conditions and restrictions has occurred. The prevailing party shall recover its attorney's fees and costs incurred in any proceeding to enforce these covenants and restrictions.

14. Severability.

The provisions of these covenants, conditions and restrictions are severable, and the invalidation of any portion of the same by judgment or court order shall not affect the remainder of this Declaration, which shall remain in full force and effect.

15. Amendment.

~~Subject to the provisions of numbered paragraph 10 above, and subject to the prior written consent of the County, which consent shall not be unreasonably withheld, conditioned or delayed, this Declaration may be revised and amended by a recorded instrument executed by Declarant without the consent of any Lot Owners until June 1, 2006, or until Declarant no longer owns any Lots, whichever occurs first. For purposes of making such revisions and amendments, Declarant is hereby designated and appointed as attorney-in-fact for all Lot Owners (expressly including the successors and assigns of all current Lot Owners), and such appointment shall be~~

~~deemed to be coupled with an interest and is irrevocable. Thereafter, this Declaration may be amended by a recorded instrument executed by a majority of the Lot Owners and the Declarant, if the Declarant owns one or more Lots at such time.~~

16. COMMON AREA.

The common area is to be used for the enjoyment of the lot owners including wetlands preservation, recreation and drainage.

In witness whereof, the undersigned Declarant, WINTERFIELD, L.L.C., has caused this instrument to be executed on its behalf as of the date and year first above written.

Added: Section 17. Rules
Section 18. Authorization to Assess Charges
Section 19. Maintenance of Property

WINTERFIELD, L.L.C., a Virginia
Limited Liability Company

By: Lester D. Bieri
Manager



CITY/COUNTY OF York, to-wit:

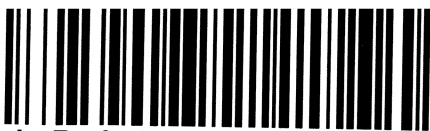
The foregoing instrument was acknowledged before me this 18 day of

December, 2002 by Lester D. Bieri, Manager of Winterfield, L.L.C.

Melanie E. M'Chae
Notary Public

My Commission Expires: November 30, 2003

Virginia: County of York to-wit
In the Clerk's Office of the Circuit Court for the
County of York, the 22 day of Jan, 2003
This deed was presented with the certificate annexed
and admitted to record at 3:24 o'clock pm
Teste: Lynn S. Jenkins, Clerk
by Lisa Brogan D.C.



000000304

AMENDMENT TO THE DECLARATION OF RESTRICTIONS FOR WINTERFIELD

THIS AMENDMENT TO THE DECLARATION OF RESTRICTIONS FOR WINTERFIELD ("Amendment") is made this 28th day of November, 2012 by WINTERFIELD HOMEOWNER'S ASSOCIATION, INC., a Virginia nonstock corporation (the "Association"), and the undersigned owners (whose names are set forth in Exhibit A attached hereto) [Note to Clerk for recording purposes: index all parties as both "Grantor" and "Grantee"].

RECITALS

A. By instrument entitled "Declaration of Restrictions for Winterfield" dated December 18, 2002, and recorded January 22, 2003 in the Clerk's Office of the Circuit Court for the County of York, Virginia (the "Clerk's Office") as Instrument No. 030001833 (which declaration, as subsequently amended, modified, and supplemented, shall be referred to as the "Declaration"), Winterfield, L.L.C., as declarant ("Declarant") submitted certain real property more particularly described therein to the provisions of Chapter 26 of Title 55 of the Code of Virginia (1950), as amended ("Property Owners' Association Act"), thereby creating the community known as Winterfield (referred to herein as "Winterfield").

B. Pursuant to Section 15 of the Declaration, after June 1, 2006, or after the Declarant no longer owns any Lots (as defined in the Declaration), whichever comes first, the Declaration may be amended by a recorded instrument executed by a majority of the Lot Owners (as defined in the Declaration) and the Declarant, if the Declarant owns one or more Lots at such time.

C. It is after June 1, 2006, and the Declarant does not own any Lots. Therefore, the Declarant's consent is not required.

D. Pursuant to the Virginia Supreme Court's ruling in Zinone v. Lee's Crossing Homeowner's Association, Record No. 101085 (September 16, 2011), the two-thirds vote requirement contained in Section 55-515.1.D of the Property Owners' Association Act is not mandatory, and therefore a two-thirds vote of the Lot Owners is not required to amend the Declaration. As a result, the Declaration may be amended by a vote of a majority of the Lot Owners. A majority of the Lot Owners have indicated their consent to this Amendment via their execution hereof.

E. Pursuant to Section 55-515.1.F of the Property Owners' Association Act, this Amendment shall become effective when it is duly recorded in the Clerk's Office.

Prepared by and Return to: LeClairRyan, P.C. William W. Sleeth III, Esq. (VSB # 77327) 5388 Discovery Park Blvd., Third Floor Williamsburg, VA 23188

2012 NOV 29 PM 12: 01

NOW, THEREFORE, THE ASSOCIATION hereby declares that:

1. Section 1 is hereby deleted in its entirety and in place thereof is inserted the following:

1. Land Use And Building Type

All numbered Lots shown on the Plat (the "Lots") shall be used only for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot except the following (provided, however, that any building erected prior to October 31, 2011 shall be "grandfathered," such that it shall be permitted to remain in its current form, but any replacement of such must conform to the following):

- (a) One single family dwelling per Lot, provided that:
 - a. It does not exceed three stories; and
 - b. If it contains one garage, the garage is attached to the dwelling and is designed to house no more than three vehicles; and if it contains two garages, one garage is attached to the dwelling and is designed to house no more than three vehicles, and the other garage is constructed and maintained in accordance with (1)(c) below.
- (b) One accessory building per Lot, provided that it:
 - a. Does not exceed three-hundred square feet;
 - b. Does not exceed one story; and
 - c. Is not used to garage vehicles.
- (c) One additional detached garage per Lot, provided that:
 - a. It does not exceed six-hundred and twenty-five square feet;
 - b. It is designed to house no more than two vehicles;
 - c. It does not exceed one story;
 - d. Its roof pitch matches the roof pitch of the single family dwelling referred to in (1)(a) above; and
 - e. Its exterior appearance matches the exterior appearance of the single family dwelling referred to in (1)(a) above, as determined by the Architectural Review Committee.

All buildings described herein must be approved by the Architectural Review Committee pursuant to the provisions of Section 2.1.

2. The following provision in Section 2 is hereby deleted in its entirety:

- (f) All garages must be two (2) car attached.

3. There is hereby added to the Declaration a Section 2.1 which shall read:

2.1 Architectural Control for Existing Construction. Notwithstanding anything contained in the Bylaws:

A. Architectural Review Committee. The Association shall maintain a committee (the "Architectural Review Committee") for the purpose of reviewing and, as appropriate, approving or disapproving all Plans (hereinafter defined) submitted by Owners in accordance with this Section 2.1. The Architectural Review Committee shall be composed of three persons, who shall be Members of the Association, from time to time appointed by the Board of Directors of the Association. The Board of Directors may appoint one alternate member to the Architectural Review Committee, which alternate member may vote only in the absence of a regular member. The members of the Architectural Review Committee shall serve for such terms as may be determined by the Board of Directors of the Association, as the case may be.

B. Plans to be Submitted. Before commencing the construction, erection or installation of any building, addition, enclosed patio, deck, pool, fence, wall, animal pen or shelter, exterior lighting, sign, improvement or other structure (each of the foregoing being hereinafter referred to as an "Improvement") on any Lot, including any site work in preparation therefor, and before commencing any alteration, enlargement, demolition or removal of an Improvement or any portion thereof in a manner that alters the exterior appearance (including but not limited to paint color) of the Improvement or of the Lot on which it is situated, each Owner shall submit to the Architectural Review Committee a completed application on the form provided by the Architectural Review Committee (the "Application"), a proposed construction schedule and a set of plans and specifications of the proposed construction, erection, installation, alteration, enlargement, demolition or removal, which plans and specifications shall include (unless waived by the Architectural Review Committee): (i) a site plan showing the size, location and configuration of all Improvements, including driveways and landscaped areas, and all setback lines, buffer areas and other features required under the applicable zoning ordinance or guidelines adopted by the Architectural Review Committee, (ii) as to Improvements initially constructed on a Lot or a Parcel, landscaping plans showing the trees to be removed and to be retained and shrubs, plants and ground cover to be installed, (iii) architectural plans of the Improvements showing exterior elevations, construction materials, exterior colors, driveway material, (iv) a sediment and erosion control plan, and (v) a tree protection plan and such other information as the Architectural Review Committee in its discretion shall require (collectively, the "Plans"). The Architectural Review Committee may, in its sole discretion, waive the requirement that any or all of the required Plans be submitted in a particular case where it determines such Plans are not necessary to properly evaluate the Application. The Architectural Review Committee shall not be required to review any Plans unless and until the Application has been submitted in completed form with the proposed construction schedule and the Plans contain all of the required items.

If the Architectural Review Committee shall fail to act upon any Application submitted to it within thirty (30) days after its receipt of a complete Application, Plans and proposed construction schedule, such Application shall be submitted to the Board of Directors for approval. If the Board of Directors shall fail to act within thirty (30) days after its receipt of such complete Application, Plans and approved construction schedule,

then such Application, Plans and proposed construction schedule shall be deemed to have been approved as submitted and no further action shall be required; provided, however, that such failure to act by the Board of Directors shall not relieve the Owner of the obligation of complying with applicable federal, state and local building codes and architectural standards, covenants, design guidelines and rules and regulations set forth herein or adopted in accordance herewith in connection with the proposed action which was the subject of the Application, Plans and construction schedule or with the Association's guidelines.

C. Consultation with Architects, etc.; Administrative Fee. In connection with the discharge of its responsibilities, the Architectural Review Committee may engage or consult with architects, engineers, planners, surveyors, attorneys and others, but prior to doing such, shall first obtain the Owner's consent to pay all relevant fees referenced herein. Notwithstanding anything contained in this Declaration, the Architectural Review Committee shall have no obligation to consider an Application if the Owner does not consent to pay such fees, and any such Application, Plans and proposed construction schedule shall not be deemed to have been approved as result of the failure of the Architectural Review Committee or the Board of Directors to act on such. Any person seeking the approval of the Architectural Review Committee agrees to pay all fees thus incurred by the Architectural Review Committee and further agrees to pay an administrative fee to the Architectural Review Committee in such amount as the Architectural Review Committee may from time to time reasonably establish. The payment of all such fees is a condition to the approval or disapproval by the Architectural Review Committee of any Plans, and the commencement of review of any Plans may be conditioned upon the payment of the Architectural Review Committee's estimate of such fees.

D. Approval of Plans. The Architectural Review Committee shall not approve the Plans for any Improvement that would violate any of the provisions of this Declaration or of any Supplemental Declaration applicable thereto. In all other respects, the Architectural Review Committee may exercise its sole discretion in determining whether to approve or disapprove any Plans, including, without limitation, the location of any Improvement on a Lot or Parcel.

E. No Improvements to be Constructed, etc. Without Approval. No Improvement shall be constructed, erected, installed or maintained on any Lot, nor shall any Improvement be altered, enlarged, demolished or removed in a manner that alters the exterior appearance (including without limitation paint color) of the Improvement or of the Lot on which it is situated, unless the Application, Plans and construction schedule therefor have been approved by the Architectural Review Committee. After the Application, Plans and construction schedule therefor have been approved, all Improvements shall be constructed, erected, installed, maintained, altered, enlarged, demolished or removed strictly in accordance with the approved Plans and in compliance with all applicable federal, state and local building codes. Upon commencing the construction, erection, installation, alteration, enlargement, demolition or removal of an Improvement, all of the work related thereto shall be carried on with reasonable diligence and dispatch and in accordance with the construction schedule approved by the Architectural Review Committee.

F. Guidelines May Be Established. The Architectural Review Committee may, subject to the approval of the Board of Directors, in its discretion, establish guidelines and standards to be used in considering whether to approve or disapprove Plans. Such guidelines may include, without limitation, uniform standards for signage and mailboxes and mailbox supports. However, nothing contained in this Declaration shall require the Architectural Review Committee to approve the Plans for Improvements on a Lot on the grounds that the layout, design and other aspects of such Improvements are the same or substantially the same as the layout, design and other aspects of Improvements approved by the Architectural Review Committee for another Lot.

G. Limitation of Liability. The approval by the Architectural Review Committee (or by the Association's Board of Directors as applicable) of any Plans, and any requirement by the Architectural Review Committee (or by the Association's Board of Directors as applicable) that the Plans be modified, shall not constitute a warranty or representation by the Architectural Review Committee (or by the Association's Board of Directors as applicable) of the adequacy, technical sufficiency or safety of the Improvements described in such Plans, as the same may be modified, and the Architectural Review Committee (or the Association's Board of Directors as applicable) 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 addition, in no event shall the Architectural Review Committee (or the Association's Board of Directors as applicable) have any liability whatsoever to an Owner, a contractor or any other party for any costs or damages (consequential or otherwise) that may be incurred or suffered on account of the Architectural Review Committee's (or the Association's Board of Directors) approval, disapproval or conditional approval of any Plans.

4. The first sentence of Section 7(A) of the Declaration is hereby deleted in its entirety and in place thereof is inserted:

The Owners of all Lots automatically shall become Members of the Association, shall be required to pay assessments or dues to the Association, and shall be subject to the rules and regulations of the Association, which will be established and published from time to time separately from this Declaration.

5. Section 8 of the Declaration is hereby deleted in its entirety and in place thereof is inserted the following:

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

6. Section 15 of the Declaration is hereby deleted in its entirety and in place thereof is inserted the following:

15. Amendment.

This Declaration may be amended pursuant to a vote through which two-thirds of all the Owners approve such amendment.

7. There is hereby added to the Declaration a Section 17 which shall read:

17. Rules.

From time to time the Board of Directors of the Association may adopt general rules, including, but not limited to, rules to govern the appearance and maintenance of Lots in order to protect the value and desirability of the Properties, and to regulate potential problems relating to the use of the Properties and the well-being of the Owners, such as the definition of nuisances, keeping of animals, storage and use of all vehicles, storage and use of machinery, use of outdoor drying lines, antennas, satellite dishes, signs, trash and trash containers, restrictions on sprinkler and irrigation systems, private irrigation wells and uses of lakes, water bodies and wetlands, maintenance and removal of vegetation on the Properties and the type and manner of application of fertilizers or other chemical treatments to the Properties in accord with non-point source pollution control standards (collectively, the "Rules"). All such Rules and any subsequent amendments thereto shall be binding on all Owners and occupants of the Properties, including their tenants, guests and invitees, except where expressly provided otherwise in such Rules. Such Rules as adopted from time to time are herein incorporated by reference and shall be as binding as if set forth herein in full; provided, however, that in the event of a conflict between any provision(s) in the Rules and the Declaration or Bylaws of the Association, the provision(s) set forth in the Declaration or the Bylaws of the Association shall control.

8. There is hereby inserted a Section 18 which shall read as follows:

18. Authority to Assess Charges.

The Board of Directors of the Association shall have the power to assess charges, in accordance with all applicable provisions of Virginia law, against any Member for any violation of this Declaration or the Rules for which the Member or his family members, tenants, guests, or other invitees are responsible.

9. There is hereby inserted a Section 19 which shall read as follows:

19. Maintenance of Property.

A. Owner Obligation. To the extent that exterior maintenance is not provided for in this Declaration or in a Supplemental Declaration, each Owner shall keep all Lots owned by him, and all Improvements therein or thereon, in good order and repair, free of debris, all in a manner and with such frequency as is acceptable to the Association

and consistent with a first-quality development, any rules adopted by the Association and any architectural guidelines adopted by the Architectural Review Committee.

B. Reconstruction and Repair. If a building or other major Improvement located upon a Lot is damaged or destroyed, the Owner thereof shall restore the site either (i) by repairing or reconstructing such building or other major Improvement, or (ii) by clearing away the debris and restoring the site to an acceptable condition compatible with the remainder of the Properties. Unless the Architectural Review Committee permits a longer time period, such work must be commenced within sixty (60) days after the date of the casualty and substantially completed within twelve (12) months after the date of the casualty.

C. Failure to Maintain. In the event an Owner shall fail to maintain his Lot and the Improvements situated thereon as provided herein, the Association, after notice to the Owner and approval of the Board of Directors shall have the right to enter upon such Lot to correct such failure. All costs related to such correction shall become a special assessment upon such Lot and as such shall be regarded as any other assessment with respect to lien rights of the Association and remedies provided herein for non-payment.

10. Except as modified by this Amendment, the Declaration shall remain in full force and effect.

WITNESS the following signatures and seals as of the date first written above. This Amendment may be executed in multiple counterparts, all of which shall be read together as one document.

[SIGNATURE PAGES FOLLOW]

EXECUTED on the date first written above.

Winterfield Homeowner's Association, Inc.
a Virginia non-stock corporation

Brian D Burroughs

Printed: Brian D Burroughs

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

The foregoing instrument was acknowledged before me, a Notary Public, this 14 day of November 2011, by Brian D. Burroughs, who is either: personally known to me or who produced Virginia D.L. York ^{Web Site} as identification, as President of Winterfield Homeowner's Association, Inc., a Virginia non-stock corporation, on its behalf.

My Commission Expires: June 30, 2016
Notary # 7164499

Samantha L. Despain
Notary Public



AFFIX NOTORIAL SEAL HERE:

CERTIFICATION PURSUANT TO VIRGINIA CODE SECTION 55-515.1.F

As President of the Winterfield Homeowner's Association, Inc., I hereby certify that the foregoing amendment to the Declaration has been approved by the required majority of votes in the Association in accordance with Section 15 of the Declaration, as evidenced by their signatures hereto.

Winterfield Homeowner's Association, Inc.
a Virginia non-stock corporation

Brian D Burroughs

Printed: Brian D Burroughs

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

The foregoing instrument was acknowledged before me, a Notary Public, this 14 day of November 2011, by Brian D Burroughs, who is either: personally known to me or who produced Virginia Drivers Web Site - York County as identification, as President of Winterfield Homeowner's Association, Inc., a Virginia non-stock corporation, on its behalf.

My Commission Expires: June 30, 2016
Notary # 7164499

Samantha L. Despain
Notary Public



AFFIX NOTORIAL SEAL HERE: