

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
WOODHAVEN PROPERTY OWNERS ASSOCIATION, INC.

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS WOODHAVEN PROPERTY OWNERS ASSOCIATION, INC., (hereinafter, "Declaration") is made this 10th day of December, 2012, by the WOODHAVEN PROPERTY OWNERS ASSOCIATION, INC., a Virginia non-stock corporation (hereinafter, "Association", "Grantor" for indexing purposes);

WHEREAS, the property that is located in St. Peters Magisterial District, New Kent County, Virginia, consisting of approximately 500 acres, commonly known and designated as "Woodhaven Subdivision," and shown on the plats located in Plat Book 3-A, pages 27, 28, 39, 43, 80, 100, 106, 110, 124, 136, and 154 is part of the Woodhaven Shores subdivision (hereinafter, "the Property");

WHEREAS, restrictive covenants applicable to the Property were recorded in the Clerk's Office of the Circuit Court of New Kent County, Virginia (hereinafter, "Clerk's Office") in Deed Book 43, at Pages 316, 320, 342, and 357, and an amendment to those restrictive covenants was recorded in the Clerk's Office in Deed Book 44, Page 71 (hereinafter, "Restrictive Covenants");

WHEREAS, by Order entered by the New Kent County Circuit Court on December 9, 1996 and recorded in the Clerk's Office in Deed Book 237, Page 757, the Restrictive Covenants were deemed expired, void, invalid and unenforceable with the exception of the restrictions numbered 1 and 11 in the Restrictive Covenants recorded in the Clerk's Office at Deed Book 43, Page 320 and restrictions numbered 2 and 3 in the Restrictive Covenants recorded in the Clerk's Office at Deed Book 43, Page 357;

WHEREAS, the Association was incorporated with the Virginia State Corporation Commission on April 7, 1960 and, pursuant to an agreement entered into on May 11, 1960, by the Association and Woodhaven Shores, Inc., the Declarant for the Association, the Association is the entity responsible for enforcing the Restrictive Covenants and maintaining the Common Area located within the Property;

WHEREAS, the Association and the owners of Lots within the Property that are listed on Exhibit "A", as evidenced by their endorsement of this instrument, desire to adopt new covenants for the Property and to establish the Association as a property owners association that is subject to the Virginia Property Owners' Association Act, Va. Code §§55-508, et seq. (hereinafter, "the Act");

NOW, THEREFORE, the Association and the undersigned owners of lots within the Property, for and in consideration of the premises and covenants contained herein, do hereby declare the Lots described in Exhibit "A," which is attached hereto and incorporated by reference herein (hereinafter, "the Lots"), are to be held, transferred, sold, conveyed and occupied 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 Properties and be binding on all parties having any right, title or interest in the described Properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof:

1. Definitions. Terms that are not defined herein shall have the meanings set forth in Section 55-509 of the Act.

- a. "Association" shall mean and refer to the Woodhaven Property Owners Association, Inc., its successors and assigns, which shall be a property owners' association that is subject to the Virginia Property Owners' Association Act, Va. Code §§55-508, et seq.

- b. "By-Laws" shall mean and refer to the By-Laws of Woodhaven Property Owners' Association, as amended.
- c. "Common Area" shall mean and refer to any property that is owned or leased by the Association, including but not limited to the roads, lake, beaches, pavilion/picnic areas, buildings or other structures owned or leased by the Association, docks, marshland, channels or other recreational property that is owned or leased by the Association.
  - d. "Lot" or "Lots" shall mean and refer to the lots described on Exhibit "A."
- e. "Lot Owner" or "Owner" shall mean and refer to the record owner or contract purchaser, whether one or more persons or entities, of the fee simple title to any Lot listed on Exhibit "A."
- f. "Member" or "Members" shall mean and refer to the Lot Owners. The Owners of each Lot shall be entitled to one membership vote per Lot owned regardless of the number of people or entities that own the Lot.
  - g. "Rules and Regulations" shall mean and refer to such rules and regulations regarding use of the Common Area and the Lots that may be developed and revised by the Board of Directors from time to time in its discretion.
  - h. "Woodhaven Recreation Association" or "WRA" shall mean and refer to a separate entity that the Board may establish to maintain certain portions of the Common Area, to be designated the "WRA Common Area." The Board may require Owners to pay an additional fee to the WRA for use of the WRA Common Area.
- i. "WRA Common Area" shall mean and refer to portions of the Common Area, including the lake, beaches, pavilion/picnic areas, building owned or leased by the Association, docks, marshland, channels and other recreational property that is owned or leased by the Association. The Board may require Owners to pay an additional fee to a separate entity, to be known as the WRA, for use of the WRA Common Area.

## 2. Use Restrictions.

- a. The Lots shall be used exclusively for single-family residential purposes. No noxious or offensive trade or activity shall be permitted on any Lot, nor shall anything be done thereon which shall become an annoyance or nuisance to the neighborhood.
- b. No animals or fowl shall be kept or maintained on any Lot except for small, customary domestic pets (i.e. dogs, cats or caged birds). Those pets shall be kept within the boundaries of the owner's Lot or under the owner's control.
- c. Every Owner and occupant of any Lot, including tenants and renters, shall comply with all lawful provisions of this Declaration, the Bylaws, and the rules and regulations of the Association. Failure to comply shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the Association, acting through its Board of Directors, or, in a proper case, by any aggrieved Lot Owner or Owners. In addition, the Association may avail itself of any and all remedies provided in this Declaration or the Bylaws. All rights, remedies and privileges granted to the Association pursuant to any terms, provision, covenant or condition of this Declaration, the Bylaws or state law shall be deemed to be cumulative, and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies nor shall it preclude the party exercising the same from exercising such privileges as may be granted to such party by this Declaration or at law or in equity. The Association shall also be

entitled to receive its costs and attorneys' fees in any action brought against an Owner and/or occupant, including tenants and renters, or in any action brought against the Association by an Owner and/or occupant.

d. All state and county ordinances pertaining to motorized vehicles including license, registration and inspection must be adhered to. No motorized vehicle shall be parked on any Lot or on the Common Areas or WRA Common Areas if the vehicle does not comply with these requirements. Parking for vehicles should be provided on the Lot and vehicles, trailers, and the like shall not be parked on the paved Common Area roads.

3. Maintenance and Use of Lots. Each Owner shall be responsible for the maintenance, repair and replacement of his or her Lot and any landscaping, structures or other items located on his or her Lot. The Board of Directors may adopt reasonable rules and regulations regarding the use and condition of the Lots.

4. Common Area. The Association shall be responsible for the management, control, maintenance, repair and replacement of all Common Area. Any such maintenance, repair and replacement of the Common Area shall be a Common Expense to be funded with assessment funds, except that the Board may establish a separate entity, to be known as the Woodhaven Recreation Association, to maintain the WRA Common Area. . All Lot Owners and their families, tenants and guests may use the Common Area subject to reasonable Rules and Regulations adopted by the Board of Directors of the Association (hereinafter, "Board"), which may include the requirements that Members of the Association pay a separate fee ("WRA Membership Fee") to use or access the WRA Common Area.

5. Membership in Association.

a. The Lot Owners, including any future Owners of the Lots, shall be Members of the Association and shall be subject to:

i. the payment of annual assessments (including the maintenance/operation and road assessments provided for in the By-Laws) and special/emergency assessments to the Association; and

ii. this Declaration; and

iii. the By-Laws for Woodhaven Property Owners' Association; and

iv. the Rules and Regulations adopted by the Board.

b. Each Lot Owner, by signing this Declaration or by acceptance of a deed to a Lot that is bound by this Declaration, whether it shall be expressed in such deed, covenants and agrees to pay to the Association annual assessments (including the maintenance/operation and road fees provided for in the By-Laws) and special/emergency assessments in accordance with the By-Laws. Assessments shall be paid as set forth in the By-laws. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Property, and for the improvement and maintenance of the Common Areas, and such other areas of Association responsibility provided for by this Declaration, the Articles of Incorporation of the Association, the By-Laws of the Association or the law. The annual and special assessments, together with late fees, interest, costs and reasonable attorneys' fees, shall be a charge on the land and a continuing lien on the Lot against which the assessment is made and shall be the personal obligation of the Owner of the Lot at the time the assessment fell due. The lien provided for herein shall be subordinate and inferior to the lien for real estate taxes and bona fide duly recorded first deeds of trust on each Lot.

c. The Owners of each Lot shall be entitled to one vote on all issues on which the members of the Association, pursuant to this Declaration or statute, have the authority to vote. No Owner, whether one or more persons, shall have more than one membership per Lot owned.

6. Woodhaven Recreation Association. A separate entity, to be known as Woodhaven Recreation Association (“WRA”), may be established to maintain the lake as well as the beaches, pavilion/picnic areas, buildings owned or leased by the Association, docks, marshland, channels and other recreational property that is owned or leased by the Association (“WRA Common Area”). Membership in the Association shall be a prerequisite to membership in the WRA. If the WRA is established, each Member of the Association may elect to pay a WRA Membership Fee to the Association in addition to the annual assessments due by all Members of the Association (“WRA Membership Fee”). The Board may require Members of the Association to pay the WRA Membership Fee in order for the Member and his or her family, tenants and guests to use the WRA Common Area. Payment of the WRA Membership Fee will cause that Lot Owner to be a member of the WRA and will entitle the Lot Owner and his or her family, tenants, guests or invitees, subject to reasonable Rules and Regulations established by the Board, to use of the WRA Common Area and to the voting rights reserved to WRA members pursuant to the Bylaws.

7. Easements.

a. Easements of Enjoyment. Every Lot Owner shall have a right and nonexclusive easement of use, access and enjoyment in and to the Common Area, which shall be appurtenant to and pass with the title to every Lot, and which may be delegated to his or her family, tenants or contract purchasers who reside on the Lot, subject to the following provisions:

- i. This Declaration and any restrictions or limitations contained in any deed conveying such property to the Association;
- ii. The right of the Board to adopt Rules and Regulations regulating the use and enjoyment of the Common Area;
- iii. The right of the Board to establish the WRA and to require membership in the WRA and payment of the WRA Membership Fee as a prerequisite to access and use of the WRA Common Area;
  - iv. The right of the Board to suspend an Owner’s right to use the Common Area for nonpayment of assessments or for the Lot Owner’s violation, or the violation by his family member, tenants, guests, residents or other invitees, of any provision of this Declaration, the By-Laws or the rules and regulations of the Association provided that the suspension of the right to use the Common Area shall not endanger the health, safety or property of any Owner, tenant or occupant;
- v. The right of the Association, acting through the Board, to dedicate or transfer all or any part of the Common Area, pursuant to the approval of a majority of the Members of the Association;
- vi. The right of the Association, acting through the Board, to mortgage, pledge or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, pursuant to the approval of a majority of the Members of the Association.

b. Drainage Easement. An easement over, through and upon any of the Property is reserved to the Association for the purpose of installation, operation,

maintenance, repair and replacement of drainage structures or facilities where the Board deems necessary to cause or permit drainage of surface waters. The Owner of any Lot on which this easement is exercised shall have hold the Association harmless for any damage to the land cause by the installation, operation, maintenance, repair or replacement of such structures or facilities except in cases of gross negligence or willful misconduct.

c. Utility Easement. A seventeen and one half (17 ½) foot wide easement over, through and upon any of the Property is reserved to the Association. Said easement shall be measured from the centerline of each street, road, drive and avenue, and run contiguously with and along all streets, roads, drives, avenues, etc., within the Property, for the purpose of installing, operating and maintaining utility lines and mains thereon, together with the right to trim and/or cut or remove and trees and/or brush necessary for said installation, operation or maintenance.

d. Roads. The roads within the Property (hereinafter, “the Roads”) are part of the Common Area and ownership of the Roads shall be retained by the Association for the benefit of the Owners of the Lots who are hereby expressly granted the right of ingress and egress over the Roads.

8. Annexation of Additional Lots. Additional lots that are located on the Property may be subjected to this Declaration by recording in the Clerk’s Office a Supplemental Declaration signed by the President of Association and the owner(s) of the lot.

9. Enforcement. The Association or any Lot 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. If the Association takes any actions to enforce this Declaration it shall be entitled to recover its costs and attorney’s fees expended in the matter, irrespective of whether litigation has been initiated. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

10. Term. These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date this Declaration is recorded, after which time they shall automatically be extended for additional ten (10) year periods, unless an instrument signed by at least two-thirds (2/3) of the then Owners of the Lots has been recorded, agreeing to change the covenants in whole or in part.

11. Amendment. This Declaration may be amended by a two-thirds (2/3) vote of the Lot Owners subject to the Declaration, by an instrument that is recorded in the Clerk’s Office of the Circuit Court for New Kent County, Virginia.

12. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provision which shall remain in full force and effect.

*{The remainder of this page is intentionally blank.}*

WITNESS the following signatures and seals:

WOODHAVEN PROPERTY OWNERS ASSOCIATION, INC.

By: \_\_\_\_\_  
President

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 2013, before me, the undersigned notary public, personally appeared \_\_\_\_\_, the President of the Woodhaven Property Owners Association, Inc., a Virginia non-stock corporation, on behalf of the corporation, and who is known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My commission expires: \_\_\_\_\_ Notary Registration  
No. \_\_\_\_\_ Notary Public

OWNER:

Sign Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 2013, before me, the undersigned notary public, personally appeared \_\_\_\_\_, Owner of Lot(s) \_\_\_\_\_, in Woodhaven Shores, and who is known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My commission expires: \_\_\_\_\_ Notary Registration  
No. \_\_\_\_\_ Notary Public

OWNER:

Sign Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 2013, before me, the undersigned notary public, personally appeared \_\_\_\_\_, Owner of Lot(s) \_\_\_\_\_, in Woodhaven Shores, and who is known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My commission expires: \_\_\_\_\_ Notary Registration  
No. \_\_\_\_\_ Notary Public

EXHIBIT A