

Tax Map #s:
See Attached Exhibit "A"

AMENDED AND RESTATED
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

OF

LONGHILL STATION

Prepared by and return to:

Susan B. Tarley, Esquire
Tarley Robinson, PLC
4801 Courthouse Street, Suite 122
Williamsburg, VA 23188
VSB No. 28896

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Tax Map No.
See attached Exhibit "A"

AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
LONGHILL STATION

This Amended and Restated Declaration of Covenants, Conditions and Restrictions is made this ____ day of _____, 2022 by Longhill Station Homeowners' Association, Inc., a Virginia nonstock corporation (the "Association"), and the Owners of Lots in Longhill Station listed on Exhibit "A", (collectively "Grantors").

WITNESSETH:

WHEREAS, Wallace Associates, L.L.C., as declarant, subjected certain real property as shown on a plat entitled "Subdivision Plat, Longhill Station, Section 1A & 1B, owner/developer Atlantic Homes Development Corp., Powhatan District, James City County, Virginia", dated December 19, 1996, made by DJG Engineers-Surveyors-Planners, Landscape Architects - Environmental Consultants recorded in Plat Book 65, page 92-94 in the Office of the Clerk of the Circuit Court for the City of Williamsburg and the County of James City, Virginia ("Clerk's Office") to a Declaration of Covenants, Conditions and Restrictions of Longhill Station, Sections 1A and 1B dated February 10, 1997 and recorded February 10, 1997 as Instrument Number 970002164 (the "Original Declaration") in the Clerk's Office; and

WHEREAS, Wallace Associates, L.L.C., as declarant amended the Original Declaration by First Amendment dated September 24, 1997 recorded October 10, 1997 as Instrument No. 970016383 in the Clerk's Office; and

WHEREAS, Wallace Associates, L.L.C., as declarant, subjected certain real property as shown on a plat entitled "Subdivision Plat, Longhill Station, Section II, owner/developer Atlantic Homes Development Corp., Powhatan District, James City County, Virginia", dated December 11, 1998, made by DJG Engineers-Surveyors-Planners, Landscape Architects - Environmental Consultants recorded in Plat Book 72, pages 17-18, in the Clerk's Office by a certain First Supplemental Declaration dated August 10, 1999 and recorded August 11, 1999 as Instrument Number 990017154 in the Clerk's Office; and

WHEREAS, Longhill Station, L.L.C. a Virginia limited liability company and Atlantic Homes, L.L.C., a Virginia limited liability company, collectively as declarant, subjected certain real property as shown on a plat entitled "Subdivision Plat, Longhill Station, Section 4, Powhatan District, James City County, Virginia", dated January 24, 2000, made by Rickmond Engineering, Inc. recorded in Plat Book 78, pages 54-55, in the Clerk's Office by a certain Second Supplemental Declaration dated August 31, 2000 and recorded August 31, 2000 as Instrument Number 000016561

in the Clerk's Office which was corrected by a Corrected and Restated Second Supplemental Declaration dated December 7, 2000 and recorded December 11, 2000 as Instrument No. 00022806A in the Clerk's Office; and

WHEREAS, Longhill Station, L.L.C. a Virginia limited liability company and Atlantic Homes, L.L.C., a Virginia limited liability company, collectively as declarant, subjected certain real property as shown on a plat entitled "Subdivision Plat, Longhill Station, Section 4, owner/developer Atlantic Homes Development Corp., Powhatan District, James City County, Virginia", dated January 24, 2000, made by Rickmond Engineering, Inc. recorded in Plat Book 78, pages 54-55 in the Clerk's Office by certain Second Supplemental Declaration dated December 29, 2000 and recorded January 4, 2001 as Instrument Number 010000129 in the Clerk's Office; and

WHEREAS, Longhill Station, L.L.C. a Virginia limited liability company, as declarant, subjected certain real property as shown on a plat entitled "Subdivision Plat of Longhill Station, Section 3 and Resubdivision of Lots 167 and 168, Subdivision of Longhill Station, Section 4, Powhatan District, James City County, Virginia", dated November 8, 2000, made by Rickmond Engineering, Inc. recorded in Plat Book 82, pages 63-66 in the Clerk's Office by Third Supplemental Declaration dated July 16, 2001 and recorded July 17, 2001 as Instrument 010012367 in the Clerk's Office; and

WHEREAS, Longhill Station, L.L.C. a Virginia limited liability company and Atlantic Homes, L.L.C., a Virginia limited liability company, collectively as declarant, subjected certain real property as shown on a plat entitled "Subdivision Plat of Longhill Station, Section 3 and Resubdivision of Lots 167 and 168, Subdivision of Longhill Station, Section 4, Powhatan District, James City County, Virginia", dated November 8, 2000, made by Rickmond Engineering, Inc. recorded in Plat Book 82, pages 63-66 in the Clerk's Office by Third Supplemental Declaration dated September 20, 2001 and recorded September 28, 2001 as Instrument 010017633 in the Clerk's Office; and

WHEREAS, the Original Declaration runs with the land and is binding on all parties having any right, title or interest in the Property or any part thereof, their heirs; successors and assigns, and the Original Declaration inures to the benefit of each Owner; and

WHEREAS, Article VII, Section 3 of the Original Declaration provides that the Original Declaration may be amended by the approval of seventy-five percent (75%) of the Lot Owners and fifty-one percent (51%) of first mortgagees; and

WHEREAS, pursuant to Va. Code Ann. § 55.1-1829 the first mortgagees were notified by certified mail which included a copy of the proposed amendment; and

WHEREAS, as set forth in Article VII, Section 5(k) of the Original Declaration at the expiration of fourteen (14) days, the Association did not receive any objection from any first mortgagee, thereby providing the approval of the first mortgagees; and

WHEREAS, the requisite percentage of the Lot Owners voted in favor of amending and restating the Original Declaration as set forth herein

NOW, THEREFORE, the Grantors declare that the Property, as described herein, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions contained in this Amended and Restated Declaration of Protective Covenants (the "Declaration"), which are for protecting the value and desirability of the Properties, which shall run with the real property and be binding on all parties having any right, title or interest in the described properties, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner.

ARTICLE I. GENERAL PROVISIONS

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

(a) "Association" shall mean Longhill Station Homeowner's Association, Inc., a Virginia nonstock corporation, its successors and assigns.

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

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

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

(e) "Declarant" shall mean Longhill Station, L.L.C. and Atlantic Homes, L.L.C., successor Declarants to Wallace Associates, L.L.C.

(f) "Dwelling Unit" shall mean the residential dwelling unit designed for single family occupancy constructed as a residence on a Lot.

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

(h) "Improvement" shall mean, without limitation, all buildings, residences, accessory or out-buildings, fences, hedges, lighting, hardscaping, parking areas, retaining and other walls, driveways, sidewalks, paths, flagpole, lawn or garden statuary or accessories, decks, patios, and any other structure of any kind.

(i) "Landscaping" shall mean the process of altering the existing landscape

design, adding ornamental features, and or planting trees and shrubs.

(j) “Lot” shall mean and refer to the numbered lots in the Longhill Station subdivision, and shall include any Dwelling Unit constructed thereon.

(k) “Member” shall mean every person or entity, whether one or more persons or entities, who is a record owner of the fee simple title to any Lot as described on the recorded plats for the Properties referenced in this Declaration.

(l) “Lot Owner” shall mean the record owner whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including any purchaser of a Lot at a foreclosure sale, regardless of whether the deed is recorded in the land records of James City County, Virginia.

(m) “Plat” shall mean any plat of all or any portion of the Properties recorded in the Clerk’s Office of the Circuit Court for James City County, Virginia.

(n) “Property or Properties” shall mean the real property set forth on Exhibit “A”, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

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

1.3. Gender and Grammar. The use of the neutral gender shall be deemed to include all genders, and the use of the singular shall be deemed to include the plural and vice versa whenever the context so requires.

1.4. Severability. Each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or application, and, to this end, the provisions of this Declaration are declared to be severable.

1.5. Interpretation. When any conflict occurs among the Governing Documents, the Declaration shall control, then the Articles of Incorporation, then the Bylaws, except in those cases where the Governing Documents may be found to be in conflict with statute, the statute shall control.

1.6. Complementarity of Governing Documents; Incorporation by Reference. The Governing Documents shall be construed together and shall be deemed to incorporate one another. Any requirements as to the content of one shall be deemed satisfied if the deficiency can be cured by reference to any of the other. Any provision of any Governing Document referenced in any other

Governing Document with the intent to incorporate the provisions of the Governing Document shall be deemed incorporated therein, as if set forth in full.

1.7. Compliance. All Owners or persons occupying any Lot or Dwelling Unit shall comply with the Governing Documents and Rules and Regulations pertaining to the Properties. Owners shall be responsible for the conduct of their family members, guests, tenants, and their tenants' family members and guests.

ARTICLE II. COMMON AREA

2.1. Maintenance Responsibility of the Association. The Association shall be responsible for the management, maintenance, improvement, care, operation, repair, renovation, replacement, and control of the Common Area, including related fixtures, personal property, and equipment, and shall keep the same in good, clean, and attractive condition, order, and repair. Unless otherwise determined by the Board of Directors, all repairs and replacements shall conform to the original construction and installation, and shall be of equal or better quality.

2.2. Owners' Easements of Enjoyment. Subject to the provisions of the Governing Documents, every Owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the rights of the Association as follows:

(a) To establish reasonable rules and regulations with respect to use of the Common Areas and with respect to such other areas of responsibility assigned to the Association by the Declaration, except where expressly reserved by the Declaration to the Owners;

(b) To establish reasonable rules and regulations pertaining to Owners' guests;

(c) To charge reasonable fees and dues for the use of the Common Areas and certain facilities;

(d) To suspend an Owner's right to use or benefit from any of the Common Areas for any period during which any assessment, charges, fees, or dues are more than 60 days past due, subject to any limitations in the Property Owners' Association Act (Va. Code Ann. § 55.1-1800, *et seq*);

(e) To suspend an Owner's right to use or benefit from any of the Common Areas for any period during which any other infraction of the Governing Documents by the Owner remains uncorrected after the last day of the period established for correction by the Board;

(f) To grant permits, licenses and easements under, through and over the Common Areas or other areas of Association responsibility for drainage, utilities, roads, access and other purposes which are reasonably necessary to the ongoing development and operation of the

Properties as approved by the Board, or as deemed by the Board of Directors to be in the best interest of the Association;

(g) To dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be approved by the Board;

(h) To sell, lease, exchange, dispose of, encumber, or mortgage all or any part of the Common Area in accordance with the Bylaws;

(i) To enter into maintenance agreements; and

(j) Such other rights as set forth by law or by the Governing Documents.

2.3. Delegation of Use. Any Owner may delegate their right of enjoyment to the Common Area and facilities to the members of their family who reside with the Owner, or to their tenants.

2.4. Damage or Destruction of Common Area by Owner. In the event any Common Area is damaged or destroyed by an Owner, their tenants, guests, licensees, agents, or members of their family, the Association may repair such damage at the Owner's expense. The Association may repair such damage in a good and workmanlike manner in conformance with the original plans and specifications of the Common Area involved, or as the Common Area may have been modified or altered, at the sole discretion of the Board of Directors. The cost of such repairs shall become an Individual Assessment, as described more particularly in Section 4.8 herein, upon the Lot of such Owner and shall constitute a lien upon such Owner's Lot and be collectible in the same manner as other assessments set forth in Article IV herein.

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

ARTICLE III. LONGHILL STATION HOMEOWNERS' ASSOCIATION, INC.

3.1. Association. Longhill Station Homeowners' Association, Inc. is a Virginia nonstock corporation, organized to provide for the management, maintenance, operation and architectural control of the real estate known as Longhill Station located in James City County, Virginia, to own, maintain and administer the Common Area, to further the common interests of Owners in Longhill Station, and to administer the affairs of the Association. The Association shall have such powers and duties in the furtherance of its purposes as set forth in the Governing Documents.

3.2. Membership. Every person or entity, whether one or more persons or entities, who is a record owner of the fee simple title to any Lot as described on the recorded plats for the Properties referenced in this Declaration, shall be a Member of the Association. Membership is

appurtenant to and may not be separated from the ownership of any Lot.

3.3. Voting. Each Member is entitled to one vote for each Lot owned. When more than one person or entity is the record Owner of a Lot, the vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. Voting and the voting rights of Members shall be as set forth in the Bylaws.

ARTICLE IV. COVENANT AND MAINTENANCE ASSESSMENTS

4.1. Creation of the Lien and Personal Obligation of Fees and Assessments. In the Original Declaration, the Declarant subjected all Lots to the payment of assessments to the Association. By this Declaration, the covenant to pay assessments is affirmed, and all Lots are subject to assessment. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) Annual Assessments or charges; (ii) Special Assessments; and (iii) Individual Assessments (collectively "Assessments"), such Assessments to be established and collected as hereinafter provided. The Assessments, together with interest, late fees, costs of collection, postage fees, administrative fees or charges, reasonable attorney's fees, court costs, and any other amounts provided or permitted by law shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such charge is made. Each such Assessment, together with interest, late fees, costs of collection, postage fees, administrative fees or charges, reasonable attorney's fees, court costs, and any other amounts provided or permitted by law shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to an Owner's successor in title unless expressly assumed by the new Owner. No Owner may avoid liability for Assessments by non-use of the Common Area or by abandonment of the Lot.

4.2. Authority; Installment Payments. As set forth in the Property Owners' Association Act (Va. Code Ann. § 55.1-1800, *et seq*), this Declaration, or the Bylaws, the Board of Directors has the power and authority to establish Annual Assessments, Special Assessments, and Individual Assessments. The Board of Directors shall determine the date each Assessment is due and may permit an Assessment to be paid in installments extending beyond the fiscal year in which it is imposed.

4.3. Purpose of Assessments. Assessments levied by the Association shall be used exclusively for the management, maintenance, improvement, care, operation, renovation, repair, replacement, and/or acquisition of the Common Area and all improvements thereon, and capital assets; for modifying, improving or adding Common Area or amenities; for the procurement of insurance for the Association; for the establishment of reserves with respect to Association obligations; for the discharge of such other obligations of the Association imposed or assumed by the Association pursuant to the Governing Documents; for the acquisition, the administration of the Association; and to promote the recreation, health, safety, welfare, common benefit and enjoyment of the Owners of the Property.

4.4. Annual Assessment. The amount of Annual Assessments shall be based on the annual budget adopted by the Board pursuant to the Bylaws. In the event that an annual budget is not adopted, the prior year's annual assessment shall continue for the current year's annual assessment until such time as the annual budget is adopted. The maximum Annual Assessment may be increased each year by not more than ten percent (10%) of the previous year's assessment. Any increase of Annual Assessments by more than ten percent (10%) of the previous year's assessment, requires the approval of a majority of the Owners who are voting in person, by proxy or by absentee ballot, at a duly called meeting at which a quorum is present.

4.5. Date of Commencement of Annual Assessments; Due Dates. The Board of Directors shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each Annual Assessment period. The due dates shall be established by the Board of Directors.

4.6. Assessment Certificate. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of Assessments on a Lot is binding upon the Association as of the date of its issuance.

4.7. Special Assessments. The Board of Directors may levy, for any fiscal year, a Special Assessment applicable to that year, but not longer than the following year for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital asset or the Common Area, including fixtures and personal property related thereto, or for acquisition of any Common Area, or for the purpose of modifying or improving Common Area or amenities, or for any other area of Association responsibility as provided for in this Declaration, if the purpose in doing so is found by the Board of Directors to be in the best interest of the Association, and such Special Assessment is approved by a majority of the Owners who are voting in person, by proxy or by absentee ballot, at a duly called meeting at which a quorum is present. In addition, the Board may levy Special Assessments in accordance with Va. Code. Ann. § 55.1-1825.

4.8. Individual Assessments. Individual Assessments shall be those expenses directly related to maintenance, or a service provided, to one or more Lots, whether at the request of the Owner thereof or as a result of an Association obligation under the Governing Documents or by law or for an expense of the Association benefitting the Lot; or as an exercise of an Association remedy, as set forth in Article IX herein, and shall further include violation charges levied pursuant to the Governing Documents and Va. Code Ann. § 55.1-1819(B). If an Individual Assessment is levied on multiple Lots owned by one Owner it shall be allocated among that Owner's Lots as the Board of Directors directs or, in the absence of such direction, equally among such Lots. Notwithstanding the concept of Individual Assessments, the Association is not obligated to provide any service or maintenance to Lots except as expressly provided in the Governing Documents.

4.9. Uniform Rate of Assessment. Both Annual and Special Assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis or as otherwise determined by the Board.

4.10. Capital Contribution. Upon the transfer of a Lot, the purchaser or transferee shall pay a Capital Contribution due and payable at closing to the Association in an amount equal to six (6) months of the then current Annual Assessment. The Capital Contribution may be placed in any of the Association's reserve accounts. The Capital Contribution shall not be applied to an Owner's responsibility for Annual Assessments but shall be considered an Assessment and the Association shall have all rights and remedies for Assessments as set forth herein.

4.11. Nonpayment of Assessments. The Assessment liens provided for in this Declaration may be perfected and enforced in the manner provided by Va. Code Ann. § 55.1-1833. A statement from the Association showing the balance due on any Assessment shall be *prima facie* proof of the current Assessment balance and the delinquency, if any, due on a particular Lot. The Association shall be entitled to foreclose the lien, and/or bring an action at law against any Owner personally obligated to pay the same, either in the first instance or for a deficiency judgment following foreclosure. Late fees, interest from the due date, all costs of collection, postage fees, administrative charges and fees, reasonable attorney's fees, court costs, and other amounts provided or permitted by law shall be added to the amount of such Assessment and shall be secured by the assessment lien. Late fees, interest, costs of collection, postage fees, administrative charges and fees shall be added to the account whether or not any legal action is initiated. Attorney fees shall be added to the account and be due and payable by the Owner when the account is turned over to the attorney for collection. The Board is authorized to establish, from time to time, the amount of the late fees and the interest rate to be charged to the account, and may change the initial late fees or interest rate as set forth herein. Assessments that are unpaid for a period of ten (10) days after the due date shall incur an initial late fee of five percent (5%) of the unpaid assessment. Interest shall accrue on the unpaid assessment from the due date at the rate of twelve percent (12%) per annum until paid. Upon the failure of an Owner to pay any installment when due, the Board may accelerate the remaining year's installments and declare the entire amount due and payable.

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

4.13. Subordination of the Lien to Mortgages. The lien of Assessments shall be subordinate to the lien of any prior mortgage or deed of trust. Sale or transfer of any Lot shall not affect the lien. However, the sale or transfer of any Lot by foreclosure of a prior mortgage or deed of trust, shall extinguish the lien of such charges as to payments which become due prior to such sale or transfer, provided that there is no surplus from the sale to pay the lien in full or in part. No sale or transfer shall relieve such Lot from liability for any charges thereafter becoming due or from the lien thereof, and any personal liability for the Assessments shall not be extinguished by foreclosure.

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

ARTICLE V. ARCHITECTURAL CONTROL

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

5.2. Architectural Standards. The ARC may recommend the adoption, amendment, or modification of Architectural Standards from time to time. The Board shall have the authority to adopt, amend, implement, and enforce Architectural Standards including, without limitation, design criteria, architectural standards, guidelines, procedures, fees, and the review process and appeal process. The Architectural Standards shall preserve the original architecture found in Longhill Station.

5.3. Approval of Plans. Except as otherwise permitted in Section 5.5 herein, the ARC shall not knowingly approve the plans for any Improvement that would clearly violate any of the applicable provisions of the Governing Documents or the Architectural Standards. In all other respects, the ARC may exercise its discretion in determining whether to approve or disapprove any plans, taking into account, without limitation, the location of an Improvement on a Lot, grading plans, design proportions, architecture, shape, height, or style of the proposed Improvements, the materials, the pitch or type of roof, the color scheme, the finished ground elevation, the landscaping, the hardscaping, and any other consideration that factors into the ARC’s determination of whether the proposed Improvements are harmonious with the Properties or existing Improvements on other Lots. ARC decisions made pursuant to this Declaration on any issue requiring ARC approval are based on the unique and particular facts of each application or request, and the particular Lot, topography, location to other Lots and the street, vegetation, and drainage shall all be taken into account in the ARC’s determination.

5.4. No Improvement to be Constructed Without Approval. An application must be submitted for all Improvement projects. 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 paint color, of the Improvement or of the Lot on which it is situated, nor shall any change in grade, clearing, major landscaping or other work be undertaken, unless the plans therefor have been approved by the ARC. Applications which meet the Architectural Standards will receive an automatic approval on the Improvement project. Applications for projects which alter existing improvements with exact replacements will receive

an automatic approval on the project. After the plans have been approved, all Improvements or other changes shall be constructed, erected, installed, maintained, altered, enlarged, demolished, or removed strictly in accordance with the approved plans. 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 ARC.

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

5.6. Appeals. An Owner shall have the right to appeal any decision of the ARC to the Board, or its designee, within thirty (30) days of the date of the ARC decision. Such appeals shall be in writing. A decision of the ARC may be reversed or modified upon the approval of a two-thirds (2/3rds) vote of the Board at a duly called meeting at which a quorum of the Board is present.

5.7. Completion of Construction. All Improvements must be substantially completed in accordance with the plans and specifications approved by the ARC within twelve (12) months after construction of same shall have commenced, except that shorter periods of time reasonable for the Improvement may be required, and the ARC may grant extensions where such completion is made impossible because of matters beyond the control of the Owner, such as strikes, casualty losses, national emergencies or acts of God. In the event any structure is damaged or destroyed during or after construction, the Owner shall make every reasonable effort to rebuild the structure to its original condition as rapidly as possible, or, in any event, within twelve (12) months of the date such damage occurs.

5.8. Consultation; Review Fees. In connection with the discharge of its responsibilities, the Board may engage or consult with architects, engineers, planners, surveyors, attorneys, and others. The Board shall advise the Owner of the necessity of engaging a professional and obtain the Owner's consent prior to engaging the professional. If the Owner does not consent, the ARC may have to disapprove the application. Any person seeking the approval of the ARC shall be responsible for paying all fees incurred by the ARC or the Association, provided the aforementioned consent of the Owner is obtained. The payment of all such fees is a condition to the ARC's approval or disapproval of any plans, and the commencement of review of any plans may be conditioned upon the payment of the ARC's or the Association's estimate of all fees.

5.9. Limitation of Liability. The ARC's approval of any plans or requirement that the plans be modified shall not constitute a warranty or representation by the ARC or the Association or the Board of the adequacy, technical sufficiency, or safety of the Improvements described in such plans, as the same may be modified; and the Association and the ARC shall have no liability whatsoever for the failure of the plans or the Improvements to comply with applicable building

codes, laws, and ordinances or to comply with sound engineering, architectural, or construction practices. In no event shall the Association, its Board or the ARC have any liability whatsoever to any Owner, a Mortgagee, a Contractor, or any other party for any costs or damages, consequential or otherwise, that may be incurred or suffered on account of the ARC's approval, disapproval, or conditional approval of any plans.

ARTICLE VI. USE RESTRICTIONS

6.1. Residential Use. The Lots shall be used exclusively for residential purposes and no building shall be erected, altered, placed or permitted to remain thereon other than Dwelling Units designed for single family occupancy. No additional, adjacent or connected buildings to house additional persons for rent or other purposes is permitted.

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

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

6.4. Animals and Pets. No animals, reptiles, livestock or poultry shall be raised, bred or kept on the Properties. Dogs, cats, or other usual and common household pets may be kept or maintained if they do not become a nuisance to other Owners or occupants by barking, trespassing, aggressive behavior, or not being cleaned up after by the Owner, and they are not kept, bred or maintained for commercial purposes. All pets must be kept under the control of their owner and dogs shall at all times be controlled by a leash held by a person capable of controlling the dog, or confined on the Owner's Lot. Dogs may be controlled or confined on the Owner's Lot by electronic means.

6.5. Signs. No signs or advertisements of any type shall be displayed to public view on any Lot or the Common Area or adjacent to any right-of-way or roadway within the Properties, except (i) street address signage on the home or mailbox as permitted, (ii) security company signs not to exceed 1 square foot; and (iii) one (1) sign of not more than five (5) square feet advertising the Lot for sale or rent.

6.6. Flags; Flag Poles; Statues; Monuments; Decorative Items. The Board shall have the authority to establish reasonable rules and regulations for such displays on any portion of the Lot or Dwelling Unit or any other structure located on the Lot which is observable from any other Lot, the street or any Common Area. Display of the United States Flag shall be in accordance with the federal Freedom to Display the American Flag Act and such reasonable rules and regulations as established by the Board. Flags shall be no larger than 3' x 5' and limited to the official flag of the United States, the official flag of the State of Virginia, the official flag of any branch of the United States armed forces, the official flag of any United States college or university, the official flag of any United States collegiate or professional sports team, or United States seasonal/holiday flags.

6.7. Antennas; Satellite Dishes. Satellite dishes and antennas are permitted as included in the Federal Communications Commission over-the-air reception devices rule ("Permitted Satellite Dish or Antenna"). The preferred location for installation of any Permitted Satellite Dish or Antenna is an inconspicuous area on the Owner's Lot such as the rear roof of the house or in the backyard. Any Owner requiring a different location to obtain an acceptable signal shall send a written letter by U.S. Mail or email transmission to the Association advising of the same. All wiring for permitted antennas and satellite dishes must be properly secured and in some instances may need to be concealed. The color options, if available for a satellite dish or antenna, should complement the basic colors of the Dwelling Unit following the same guidelines as exterior painting. Otherwise, the color should remain as originally purchased in neutral colors, i.e. black, gray or tan. There shall be no commercial advertising on the satellite dish or antenna other than the brand name. Owners shall not place or install antennas and satellite dishes on any Common Areas. No transmitting or communication equipment shall be operated from any Lot that will in any manner interfere with standard electronic equipment, radio or television reception used in any neighboring residences within Longhill Station.

6.8. Commercial Vehicles. No commercial vehicles shall be parked or maintained on any street, or on Common Area. Commercial vehicles are vehicles which are designed or used for commercial applications, including, but not limited to, vehicles (i) displaying a commercial license plate; (ii) displaying markings, signage, or logos for a business; (iii) carrying equipment, tools, or rubbish on the exterior of the vehicle; or (iv) having three or more axles.

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

6.10. Boats; Trailers; Recreational Vehicles. No boat or personal watercraft, trailer, camper, recreational vehicle, and similar vehicles or equipment shall be parked or maintained on any street, driveway, or within the front yard of the Lot.

6.11. Vehicles; Driveways. Each Owner shall provide sufficient space on their Lot for vehicle parking for themselves, their family members residing on the Lot, and for their guests, it being the intent hereof, that parking on streets and roads be kept to a minimum. No more than three (3) ungaraged vehicles will be permitted to be consistently parked upon a Lot, and such vehicles shall be parked in the driveway, or on a parking apron off of the driveway. No junk, inoperative or unlicensed vehicles shall be parked or maintained on the Common Areas at any time, or on any Lot for more than two (2) days unless garaged. All driveways shall extend to the street and shall be aggregate or concrete so as to blend with the streets. No major vehicle maintenance or overhaul of ungaraged vehicles is permitted.

6.12. Outdoor Drying Apparatus. All clotheslines, or other drying apparatus shall require the prior approval of the ARC and shall be screened so as to be concealed from the view from any street, Lot or Common Area.

6.13. Solar Devices. No artificial or man-made device which is designed or used for collection of or heating by solar energy or other similar purposes (“Solar Energy Collection Device”) shall be placed, allowed, or maintained upon any portion of the Properties, including any Dwelling Unit, without the prior written consent of the ARC. Ground-mounted Solar Energy Collection Devices on any Lot are prohibited. Lighting for landscaping or walkways that is solar-powered is permitted. The Architectural Standards for Solar Energy Collection Devices may be amended or modified by the Board to comply with state law.

6.14. Accessory Buildings; Temporary Structures; Used Structures. No accessory building of any type nor any temporary structure, mobile home, travel trailer, tent shall be used as a home or residence. No accessory building of any type shall be erected on any Lot prior to the erection of a Dwelling Unit. No temporary structure or used structure shall be permitted on any Lot. Car ports are prohibited.

6.15. Fences. Fencing shall require the prior written approval of the ARC. Fencing shall not be permitted in front of the Dwelling Unit. Chain link fencing is prohibited except for dog runs, which are limited to one hundred twenty (120) square feet, require the prior written approval of the ARC, and which shall be screened from the view of the street, other Lots, and the Common Area. This section does not prohibit the installation of invisible pet enclosure type fences, provided, however, that no such fence shall be installed in or on property owned by the Association.

6.16. Trash; Litter. No accumulation or storage of litter, refuse, bulk materials, or trash of any kind shall be permitted on any Lot. No Owner shall burn any litter, refuse, bulk materials or trash of any kind. Trash, garbage and other waste shall be kept in sanitary containers for disposal which shall be enclosed in a screening structure, or located on the Lot so as not to be visible from

the street.

6.17 Window Air Conditioning Units. Window air conditioning units are prohibited except as temporarily permitted by the Board of Directors in the event that the HVAC fails or requires repairs.

6.18. Hazardous Uses. Nothing shall be done or kept on the Property that will increase the rate of insurance for the Common Area or any part thereof applicable for permitted uses without the prior written consent of the Board of Directors; including, without limitation, any activities which are unsafe or hazardous with respect to any person or property. No person shall permit anything to be done or kept on the Property which will result in the cancellation of any insurance on the Common Area or any part thereof or which would be in violation of any law, regulation, or administrative ruling. Each Owner shall comply with all federal, state, and local statutes, regulations, ordinances, or other rules intended to protect the public health and welfare as related to land, water, groundwater, air, or other aspects of the natural environment: the "Environmental Laws." Environmental Laws shall include, but are not limited to, those laws regulating the use, generation, storage, or disposal of hazardous substances, wastes, and materials (collectively, "Hazardous Materials").

6.19. Subdivision of Lots; Subdivision or Combining Dwelling Units. No Lot shall be subdivided into two or more Lots, nor shall the boundary lines of a Lot be changed or vacated unless approved by the Board of Directors. If two or more adjacent Lots are combined into one Lot, the new Lot shall be treated as one Lot for purposes of the rights and responsibilities of the Owner, and for purposes of Assessments. If, subsequently, the Owner or any subsequent Owner wants to subdivide the Lot into more than one Lot, the Owner shall submit a written request to the Board, and as a condition to any approval, the Owner shall pay all Assessments that would have been due on the Lots that were combined from the time the Lots were combined up to the date of approval to subdivide the Lot. The Assessments shall include the principal amount of any Assessment, late fees, and interest in accordance with the Board's policy adopted from time to time on this subject.

6.20. Leasing. An Owner may lease or rent their Lot as long as the use of the Lot is consistent with the restrictions herein, and provided, that the lease agreement between the Owner and lessee shall be in writing for a term of not less than thirty (30) days, and shall include a provision that the lease is subject to the terms of the Governing Documents. Short term leasing is prohibited.

6.21. Rules and Regulations. The Board of Directors shall have the express power to adopt, amend, enforce, and repeal Rules and Regulations which restrict and regulate the use and enjoyment of the Property or any portions thereof and which may supplement, but may not be inconsistent with, the provisions of the Governing Documents, including without limitation, the definition of nuisance, rules regarding pets, holiday decorations, signage, illuminated displays and decorations, statuary, decorative items, flags, flagpoles, lawn ornaments, and other similar items displayed on a Lot, or displayed on the Dwelling Unit and visible to adjacent Lots, the Common Area or the street right-of-way. Changes to the Rules and Regulations shall be published via print or internet prior to the effective date and each Owner shall be provided a copy or be otherwise notified.

ARTICLE VII. OWNER'S RESPONSIBILITIES.

7.1. Owner's Responsibility for Exterior Maintenance. Each Owner shall maintain their Lot, whether occupied or not, and the exterior of the Dwelling Unit and any Improvements situated thereon in a neat and orderly manner, and shall not permit the appearance of the Lot, or any Improvements thereon to be unsightly, unsanitary or hazardous. The entire exterior of the Dwelling Unit and any building on any Lot shall be cleaned, painted, stained, repaired and/or replaced as necessary by each Owner to maintain the structural integrity and aesthetic appearance of said structure to the standard when initially constructed. Each Owner shall keep drainage ditches and swales located on their Lot free and unobstructed and in good repair and maintenance. Should any Owner fail to maintain their Lot and/or Improvements thereon or fail to keep drainage ditches and swales as required by this paragraph, the Association may, but is not obligated to, take action as set forth in Section 9.3 herein.

7.2. Damage or Destruction of Dwelling Unit. In the event of a partial loss or damage and destruction of a Dwelling Unit or any other structures on a Lot resulting in less than total destruction of such structures, the Owner shall proceed promptly to repair or to reconstruct the damaged Dwelling Unit or structure in a manner consistent with the original construction as set forth in Section 5.4 herein. In the event that the structures are totally destroyed and the Owner determines not to rebuild or to reconstruct, the Owner shall clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction.

ARTICLE VIII. EASEMENTS

8.1. Easements. Easements for installation and maintenance of utilities and drainage facilities were reserved by the Declarant as shown on the recorded Plats.

8.2. Other Easements. Easements shown on the site plan or other deeds of record for streets, drainage, utilities, screening, open space or conservation areas are for the benefit of the Owners and residents of Longhill Station and may be changed by James City County, Virginia, d by zoning, and approved by the Board.

ARTICLE IX. ENFORCEMENT

9.1. Right to Enforce. The Association, or any other Owner shall have the right to enforce against any other Owner or the Association, by any proceeding at law or in equity, all restrictions, easements, conditions, covenants, reservations, liens, and charges now or hereafter imposed by decision of the Association or by the provisions of this Declaration or other Governing Documents. The cost incurred in taking such action and the attorney's fees incurred therein shall constitute an Individual Assessment upon the defaulting Owner's Lot and shall be collectible in the manner provided in Article IV herein for the payment of Assessments.

9.2. Property Owners' Association Act. The Board shall have the power, to (i) suspend an Owner's right to use facilities or services, including utility services, provided directly through the Association for nonpayment of Assessments which are more than 60 days past due, to the extent that access to the Lot through the Common Areas is not precluded and provided that such suspension shall not endanger the health, safety, or property of any Owner, tenant, or occupant and (ii) assess charges against any Owner for any violation of the Declaration or Rules and Regulations for which the Owner or their family members, tenants, guests, or other invitees are responsible, provided, that the Board complies with the procedure set forth in Va. Code Ann. § 55.1-1819, as amended.

9.3. Association Action. If any Owner shall fail to keep such Owner's Lot or Dwelling Unit, or any Improvement thereon, in as good repair and condition as when initially constructed and accepted by the ARC, as applicable, normal wear and tear excepted, and in a neat and orderly condition consistent with the Governing Documents, then the Board has the authority to give notice to the Owner of the condition identified, specifying generally the action to be taken to rectify that condition. If the Owner fails to take the actions specified by the Board or to otherwise rectify the condition within thirty (30) days after the date the notice is given, or such other period as may be specified in the notice should the circumstances warrant a different time period, the Board of Directors shall have the right but not the obligation to rectify that condition by taking such action or by causing such action to be taken as was specified in the notice. Such right shall include, without limitation, the right: (i) to mow the grass thereon; (ii) to remove any debris therefrom; (iii) to trim or prune any hedge or planting that, in the opinion of the Board of Directors, by reason of its location or height or the manner in which it has been permitted to grow interferes or encroaches onto the Common Area or interferes with the site view for the street; (iv) to clean, paint, stain, repair or replace any improvement; (v) to abate or remove any Improvement, item, or condition which violates the Governing Documents, the Rules and Regulations or the Purchaser's Handbook; and (vi) to do any and all things necessary or desirable in the opinion of the Board to place such Lot and the improvements thereon, in a neat and attractive condition consistent with the intention of this Declaration, or to address any potential safety hazard. The costs incurred in rectifying that condition shall be assessed as an Individual Assessment against such Owner's Lot, in accordance with Article 4.8 hereof. The Owner shall reimburse the Association within thirty (30) days after receipt of a statement for such expenses from the Board. The Association shall have all rights and remedies set forth herein in the event of non-payment by the Owner.

9.4. Waiver. 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.

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

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

ARTICLE X. GENERAL

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

10.2. Amendment by Owners. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by approval of not less than sixty-six and two-thirds percent (66-2/3%) of the Owners who are eligible to vote during the initial term and at any time thereafter. The approval of the Owners shall be evidenced by ballot, submitted in person or by proxy or by absentee ballot, written at a duly called meeting of the Association, and the recording of the amendment together with a certification signed by the principal officer of the Association and attested by the Secretary of the Association that the requisite majority of Owners approved the amendment. Any amendment shall be effective upon recording.

10.3. Amendment by Board of Directors. This Declaration may be amended unilaterally at any time and from time to time by the Board, with notice to the Owners, (a) if such amendment is necessary to bring any provision into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; (b) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Properties; or (c) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Properties; provided, however, any such amendment shall not adversely affect the title to any Owner's Lot unless any such Owner shall consent thereto in writing.

IN WITNESS WHEREOF, the Association has caused this Amendment to be executed by Rodney Lang, President of Longhill Station Homeowners' Association, Inc. and attested by Courtney Morfeld, the Secretary, who certify that at least seventy-five percent (75%) or more of the Owners voted in favor of this Amendment as evidenced by the attached signature pages; and that the first mortgagees were duly noticed of the amendments as required by the Original Declaration and pursuant to Va. Code Ann. § 55.1-1829 and no responses were received, and by Va. Code Ann. § 55.1-1829 the amendments are deemed approved by the first mortgagees.

LONGHILL STATION HOMEOWNERS' ASSOCIATION,
INC.

Rodney Lang, President

ATTEST:

Courtney Morfeld, Secretary

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

The foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions was acknowledged before me this _____ day of _____, 2022 by Rodney Lang, President of Longhill Station Homeowners' Association, Inc. on behalf of the corporation,

My commission expires:

Notary Public

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

The foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions was acknowledged before me this ____ day of _____, 2022 by Courtney Morfeld, Secretary of Longhill Station Homeowners' Association, Inc. on behalf of the corporation.

My commission expires:

Notary Public

EXHIBIT A

List of Owners and Tax Map Numbers