



**AMENDED, RESTATED AND CONSOLIDATED
RESIDENTIAL RESTRICTIONS
OF
WOODLAKE CROSSING HOMES ASSOCIATION**

These AMENDED, RESTATED AND CONSOLIDATED RESIDENTIAL RESTRICTIONS ("Restrictions") are made this 13th day of May, 2003, by **WOODLAKE CROSSING HOMES ASSOCIATION**, a Virginia nonstock corporation (the "Association") and by the Owners whose names are set forth in Exhibit A attached hereto of residential lots in the Subdivision known as "Woodlake Crossing," which is located in the County of York, Virginia and is more particularly described in Exhibit B attached hereto (the "Subdivided Property").

RECITALS

A. By various instruments entitled "Residential Restrictions, Woodlake Crossing, Section(s) [One-Fifteen], York County, Virginia" and more particularly described in Exhibit C attached hereto, Housing Associates, a Virginia Limited Partnership, subjected Sections One through Fifteen of the Subdivided Property to certain covenants, easements and restrictions as set forth therein. As used herein, "Residential Restrictions" shall refer collectively to each instrument identified on Exhibit C unless specifically stated otherwise.

B. The Association is the property owners association to which all Owners of subdivided lots ("Lots") within the Subdivided Property belong.

C. Pursuant to Paragraph 16 of the Residential Restrictions, the Residential Restrictions may be amended or modified in whole or in part by an instrument signed by a majority of the then Owners of the Lots and recorded.

D. The Association and the Owners of Lots whose names are set forth in Exhibit A and who comprise a majority or greater of the Owners of Lots in each section of the Subdivided Property desire to amend the Residential Restrictions and to restate the Residential Restrictions in their entirety as set forth herein.

Tax Map/Parcel Numbers: See Exhibit A

Prepared By: Kaufman & Canoles, P.C.

1200 Old Colony Lane

Williamsburg, VA 23185

2006 JUN 15 PM 3:10

NOW, THEREFORE, the Association and the Owners of Lots hereby agree that the Residential Restrictions are amended to delete paragraphs 1 through 18 in their entirety, and the following paragraphs 1 through 25 are hereby substituted therefor. This instrument may be executed in counterparts, all of which shall be read together as one document.

1. **PURPOSE.** Pride and respect for one's home and community are the most significant factors in maintaining and increasing property values. These Restrictions are intended to preserve and protect homeowner interests, rights, and happiness by encouraging Owners to: (a) have pride in their homes, property and community; (b) provide safe and amicable living for all residents; (c) allow for individual enjoyment of home and property; and (d) promote community harmony with care and consideration for others.

2. **LAND USE AND BUILDING TYPE.** Lots are to be used primarily for residential purposes. One permanent, detached, single-family dwelling with attached garage is allowed on each Lot. New construction, to replace a destroyed dwelling, will be of comparable size or larger than that of the dwelling to be replaced. All dwellings will be built on a crawl space with a brick veneer, stone or ornamental masonry foundation. However, a portion of the first floor, not to exceed twenty percent (20%) of the first floor square footage, may be constructed on a slab to facilitate architectural design.

3. **ARCHITECTURAL CONTROL.**

a. **Improvements and Replacements.** No Improvements or Replacements shall be commenced unless and until the Owner has submitted plans to the Board of Directors (hereinafter "Board") for approval and until the plans have been approved in writing. The term "Improvements" is defined to include construction, erection, installation or significant modification to the Lot, existing building, or other permanent structure on the Lot. The term "Replacement" is defined to include modification, reconstruction, or restoration of an existing Improvement, resulting in a substantial change from the previous appearance. Improvements and Replacements include, but are not limited to, initial dwelling construction; room additions; re-grading of the Lot; construction of, or significant modification with different materials to, driveways, roofs, swimming pools, spas, decks, outbuildings, irrigation systems, fences or walls; replacement of existing siding or roof; any activity involving a drainage ditch; and any work required to repair the site for the Improvement or Replacement. Improvements and Replacements create an obvious, visible and noticeable change, are generally expensive, will have a life expectancy of many years and will usually require building permits. These definitions may be supplemented and/or clarified by rules and regulations duly adopted by the Board.

"Minor Improvements" or "Minor Replacements" are those Improvements and Replacements that do not have a substantial impact on Lot contour, structural appearance, safety or enjoyment of the Lot, and do not have a negative impact on the development. Examples include, but are not limited to, adding a storm door, a trellis, flagpole, basketball goal, mailbox or landscape feature.

The term "Repairs" are defined to include minor restorations to the Lot or structures caused by damage or normal wear and tear. Repairs include, but are not limited to, re-painting, fixing a broken fence or mailbox, siding repair and roof patching.

b. Submission and Approval of Plans. The Board shall have the right to approve all plans in its sole discretion or it may appoint an agent or committee to perform such approvals. The Board, or its appointed agent or committee, may adopt reasonable rules and regulations that guide design, construction, or implementation of Improvements and Replacements. The rules and regulations may also guide review, evaluation, approval, and disapproval of the plans.

4. BUILDING LOCATION. The front of each numbered building Lot shown is indicated by the "Minimum Building Set-Back Line" (MBSL) shown on the plats. The front of each residence will face the front of the Lot, and cannot be placed forward of the MBSL. Placement and orientation of other Improvements on the Lot is at the discretion of the homeowner, subject to approval by the Board.

5. OUTBUILDINGS. An outbuilding is considered an Improvement as defined in Paragraph 3. The term "Outbuilding" is defined to include, but is not limited to, a detached private garage, a garden shed, and a storage building. Two (2) Outbuildings are permitted per Lot, *provided* that only one (1) of the two Outbuildings is a garage and only one (1) of the two Outbuildings is a shed or storage building. All Outbuildings shall be located behind the farthest rear corner of the dwelling and shall be placed within five (5) feet of the rear property line. Outbuildings shall be constructed of wood, brick, stone, non-rotting synthetic wood products, stucco, or may be clad with the same or similar siding as the dwelling, or some combination thereof. Prefabricated metal sheds are not permitted. The Outbuildings shall be designed, constructed and finished in a manner that compliments the appearance of the Lot, dwelling and immediate neighborhood and shall be proportional in size to the principal dwelling so as not to dominate the appearance of the Lot.

* Typographical error - "not" was left out.

Noted in minutes of the Aug. 12, 2003 meeting of the Board of Directors. Membership was informed in the "President's Corner" article published in the Nov. 2003 Currents.

6. FENCES and WALLS. Fences and walls are considered Improvements as defined in Paragraph 3. No fences or walls will be constructed forward of the front corner of the dwelling closest to the property line. The maximum fence height will be six (6) feet. The maximum wall height will be four (4) feet. Structures that are primarily constructed of masonry will be considered walls. Fences and walls may be constructed of wood, brick, stone, ornamental blocks, non-rotting synthetic wood products (i.e., vinyl), stucco, ornamental metal, "invisible" black metal or some combination of these materials. Galvanized chain-link shall not be permitted. Fences will be in architectural harmony with the main dwelling, and if painted, in matching or complimentary colors. Electronic, "invisible" dog fencing is permitted anywhere on the Lot, but must be placed behind any drainage ditches and easements located on the Lot. The use of plastic coated chicken wire, hardware cloth, or similar material that blends with surroundings, as a barrier around gardens and bed areas is permitted to the rear of the dwelling as long as it is well maintained. Such barriers are limited to a height of twenty-four (24) inches or less.

7. **SEWAGE DISPOSAL.** Every building with internal water or toilet facilities constructed within the subdivision shall be connected to the public sewage disposal system.

8. **EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plats of the Subdivided Property. In addition to the easements shown on each subdivision plat, the Association does hereby reserve to itself, its successors or assigns, a permanent easement over and across Lots 201 and 202, twenty (20) feet in width and extending in length along the entire frontage of said Lots on Big Bethel Road parallel and adjacent to Big Bethel Road. The purpose of this easement is to allow for the construction and maintenance of a fence and entrance sign along Big Bethel Road where Elm Lake Way intersects Big Bethel Road. The purpose includes the right to provide for electrical service, landscaping, and irrigation systems within said twenty (20) foot wide easement.

9. **TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding may be used on any Lot as a temporary residence.

10. **ANIMALS.** No farm animals, untamed wild animals, or poultry will be kept, bred, raised or harbored on any Lot. Domestic pets, of a type known as "household" pets, may be kept for the personal enjoyment of residents, but not for any commercial purpose. Pets may be kept so long as they have such care as not to be objectionable or offensive due to noise, odor, safety, or unsanitary conditions. Pets are not permitted on the Common Areas unless accompanied by someone who can control the pet as required by local law. Pet Owners will promptly remove pet droppings that are deposited anywhere in the Subdivision other than the Owner's Lot. Any Owner who keeps or maintains any pet upon any portion of the Subdivided Property agrees to indemnify and hold the Association and each Owner free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Subdivided Property.

11. **TRASH.** No Lot shall be used or maintained as a storage or dumping ground for trash, rubbish, dirt, garbage, or waste (hereinafter collectively referred to as "trash"). All trash will be kept in sanitary containers properly concealed from public view. Trash and recycle containers will be removed from the street within twenty-four (24) hours of trash or recycle collection. Incineration or burning of trash or leaves is not permitted on any Lot.

12. **SIGNS.** No permanent or temporary signs may be displayed on any Lot except as permitted below. All signs permitted by this Paragraph are limited to the approximate size of a standard residential real estate "For Sale" sign, as currently used by professional realtors in the common and ordinary course of business.

a. **Commercial Signs.** No commercial in-home business signs are permitted. Security system or security service signs indicating that a house is protected by security are permitted but shall be limited to a maximum size of one square foot.

b. **Temporary Signs.** Four (4) temporary signs may be displayed on a Lot. Temporary signs are defined as "professional", "political" and "other". "Professional"

temporary signs are those advertising a property for sale or rent or those displayed by a contractor who is working on a property. "Sale" or "Rent" signs are permitted until the property is sold or rented. "Contractor" signs are permitted for the duration of the work. "Political" temporary signs are those normally associated with political campaigns and are permitted for thirty (30) days prior to local, state, or national election days and must be removed within twenty-four (24) hours following the election. "Other" temporary signs include, but are not limited to, baby announcements and yard sale signs and are permitted for up to fourteen (14) consecutive days.

13. **HEATING AND AIR CONDITIONING EQUIPMENT; DISC ANTENNA.**

No air conditioning or heating equipment will be placed in front of any residence. No storage tanks, erected above the ground, will be permitted with the exception of solar heating or energy panels or collectors which will be allowed on any part of the roof of the dwellings. No disc antenna, greater than one (1) meter in diameter, will be erected on any Lot in the subdivision.

14. **COMMON AREA RESTRICTIONS.** No motorized vehicles are permitted in the Common Area without permission of the Association. No motorized boats are allowed on the lake. However, paddle, row, and sail-powered boats are permitted. No swimming is allowed in the lake. No Owner may pump or take water out of the lake, and no Owner will erect any fence or structure on his Lot so as to obstruct the view of the lake or prohibit reasonable enjoyment of the lake by other residents.

15. **VEHICLES.** To maintain adequate emergency access by the fire department, sheriff, public utility and other emergency and service personnel, no vehicles may be routinely parked in the street. All vehicles parked in the street must not impede traffic or damage vegetation. Driveway areas, areas visible from the Community Park and areas visible from other Lots shall not be used to store unlicensed, inoperable, or derelict vehicles. Vehicle repairs undertaken, other than in enclosed structures, shall be completed in an expeditious and timely manner and shall not create an unsightly or unsafe situation.

a. Commercial vehicles, as defined in rules and regulations adopted by the Board of Directors, shall be parked behind the MBSL at all times. All motorized recreational vehicles, such as motorcycles, dune buggies, go carts and wheelers, shall be limited to traverse paved streets or parking areas only.

b. From October 1st through April 30th of each year, all recreational vehicles, including, but not limited to, boats, trailer-mounted water craft and campers, shall be parked behind the Minimum Building Setback Line (MBSL).

c. From May 1st through September 30th of each year, recreational vehicles, including but not limited to boats, trailer-mounted water craft and campers, each such recreational vehicle not to exceed twenty-five (25) feet in length and twelve (12) feet in height, may be parked on driveways ahead of the MBSL *provided* the recreational vehicle is parked no closer than ten (10) feet from the street and, *provided further*, the recreational vehicle is so parked only on an occasional and temporary basis, but in no event for a period of time longer than five (5) consecutive days.

At all times, Owners are encouraged to minimize the visual impact of parking recreational vehicles in the driveway for immediate neighbors by, for example, planting shrubbery or by covering the recreational vehicle with a properly fitted, neutral cover that is in good condition.

16. **SUBDIVISION OF LOTS.** None of the Lots within the Subdivided Property as shown on the recorded plats may be subdivided into smaller or additional Lots, provided, however, that this provision shall not prohibit the adjustment of Lot lines if necessary so long as no new or additional Lots are created.

17. **HAZARDOUS USES; WASTE.** Nothing will be done or kept on the Subdivided Property which will increase the rate of insurance applicable for permitted uses for the Common Area or any part thereof without the prior written consent of the Association, 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 Subdivided 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. No waste will be committed on the Common Area.

18. **LANDSCAPING; SIGHT LINES.** No tree, hedge, or other landscape features will be planted or maintained in a location which obstructs sight lines for vehicular traffic on public streets, or which interferes with proper direction or flow of the drainage ditches. All utility lines shall be underground. No above ground utility lines are permitted between structures on a Lot.

19. **IN-HOME BUSINESSES.** Lots shall be used for residential purposes. However, in-home businesses that pose no significant negative impact to the residential quality of life or safety are allowed. Equipment used in the business shall be stored so it is not visible from the other Lots and Community Park. The commercial activity must comply with York County licensing and other requirements. As a condition of such use, the Association may require the Owner to pay any increase in the rate of insurance or other costs of the Association which can be directly attributable to the commercial activity.

20. **SWIMMING POOLS.** Pools are considered an Improvement as defined in paragraph 3. One (1) swimming pool is permitted per Lot. The pool may be either an in-ground or above-ground style pool. The swimming pool shall be placed behind the rear corner of the dwelling and shall be no closer than five (5) feet from the property line. The swimming pool shall be maintained to a standard of reasonable and ordinary care and upkeep. Owners shall insure that the pool does not pose a safety, health, or aesthetic threat to the neighborhood, nor shall pool-related activity interfere with the quiet enjoyment of adjoining neighbors. The Board may require separate or additional fencing to be placed around the pool for safety considerations.

21. **LOTS TO BE MAINTAINED.** Owners are required to maintain their Lots, dwellings and other Improvements in a reasonable standard of ordinary upkeep and care. Owners may be notified by the Board to return to standard any prolonged deferred maintenance exceeding ninety (90) days, which could have a significant negative impact on safety, enjoyment,

or property values in the neighborhood. Owners will be given a reasonable time period following notification to accomplish the required maintenance. Examples of deferred ordinary maintenance include, but are not limited to, loose, detached, or missing shutters; fences with loose, detached, or missing panels or pieces or which are no longer in an upright position; loose, detached, or missing gutters; severely flaking or peeling paint; loose, detached, or missing siding; and grass exceeding twelve (12) inches in height.

22. **TERM.** These covenants are to run with the land and will be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded after which time said covenants will be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then Owners of the Lots has been recorded, agreeing to terminate said covenants in whole or in part.

23. **AMENDMENT.** In accordance with the provisions of Section 55-515.1 of the Code of Virginia, 1950, as amended or as may be amended (a provision of the Property Owners Association Act), these Restrictions may be amended by agreement of Owners of two-thirds of the Lots subject to these Restrictions. Any amendment shall become effective when a copy of the amendment is recorded together with a certification form, signed by a principal officer of the Association, that the requisite majority of the Lot Owners signed a ratification of the amendment, and that the signatures are on file with the Association.

24. **ENFORCEMENT.** The Association has adopted by Rule and Regulation of the Association the provisions of Section 55-513 of the Code of Virginia, 1950, as amended (a provision of the Property Owners Association Act), which authorizes withdrawal of privileges of the Association and imposition of fines for violations of the Association's Declaration and Restrictions. Should those means prove to be ineffective, the Association shall initiate proceedings at law or in equity against any person or persons violating or attempting to violate any of these Restrictions either to restrain violations and/or to recover damages, reasonable attorney's fees, and court costs.

25. **SEVERABILITY.** Invalidation of any one of these covenants by judgment or court order will in no way affect any of the other provisions which will remain in full force and effect.

The undersigned President of the Association does hereby certify that this Amendment has been agreed to by a majority of the Owners of Lots in the Association as required by the provisions of the Restrictions applicable to the Lots, as evidenced by their signatures on file with the Association.

EXECUTED on the date first written above by the duly authorized officer of the Association.

WOODLAKE CROSSING
HOMES ASSOCIATION,
a Virginia nonstock corporation

By: [Signature]

President

CERTIFICATION PURSUANT TO VIRGINIA CODE § 55-515.1.F

COMMONWEALTH OF VIRGINIA,
COUNTY OF YORK, to-wit:

The foregoing instrument was acknowledged this 9th day of May, 2006, ^{WR}
before me, the undersigned Notary Public, by Larry W. Thompson, President
of Woodlake Crossing Homes Association, who did state that the requisite number of the
Owners had ratified the aforesaid amendment by signing a document so stating, which signatures
are on file with the Association.

[Signature]

Notary Public

My Commission Expires: 10/31/2009



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OF
WOODLAKE CROSSING HOMES ASSOCIATION

EXHIBIT B

(Legal Description)

That certain tract of land situate, lying and being in York County, Virginia, being comprised of Lots numbered One (1) through Two Hundred Forty-eight (248), both inclusive, as shown on those certain plats entitled as follows:

"Subdivision of Woodlake Crossing, Section One, York County, Virginia," made by Talbot & Associates, Ltd., dated March 13, 1986, and recorded in the Clerk's Office of the Circuit Court for the County of York, Virginia, May 1, 1986 in Plat Book 10, pages 232, 233, & 234;

"Subdivision of Woodlake Crossing, Section Two, York County, Virginia," made by Talbot & Associates, Ltd., dated June 2, 1986, and recorded in the Clerk's Office of the Circuit Court for the County of York, Virginia, June 28, 1986 in Plat Book 10, pages 266 and 267;

"Subdivision of Woodlake Crossing, Section Three, York County, Virginia," made by Talbot & Associates, Ltd., dated April 24, 1987, and recorded in the Clerk's Office of the Circuit Court for the County of York, Virginia, May 13, 1987 in Plat Book 10, page 357;

"Subdivision of Woodlake Crossing, Section Four, York County, Virginia," made by Talbot & Associates, Ltd., dated November 9, 1987, and recorded in the Clerk's Office of the Circuit Court for the County of York, Virginia, March 7, 1988 in Plat Book 10, page 489;

"Subdivision of Woodlake Crossing, Section Five, York County, Virginia," made by Talbot & Associates, Ltd., dated April 24, 1987, and recorded in the Clerk's Office of the Circuit Court for the County of York, Virginia, May 13, 1987 in Plat Book 10, page 358;

"Subdivision of Woodlake Crossing, Section Six, York County, Virginia," made by Talbot & Associates, Ltd., dated April 24, 1987, and recorded in the Clerk's Office of the Circuit Court for the County of York, Virginia, May 13, 1987 in Plat Book 10, page 359;

"Subdivision of Woodlake Crossing, Sections Seven and Eight, York County, Virginia," made by Talbot & Associates, Ltd., dated October 7, 1986, and recorded in the Clerk's Office of the Circuit Court for the County of York, Virginia, May 22, 1987 in Plat Book 10, page 361;

"Subdivision of Woodlake Crossing, Sections Nine and Ten, York County, Virginia," made by Talbot & Associates, Ltd., dated December 11, 1987, and recorded in the Clerk's Office of the Circuit Court for the County of York, Virginia, December 30, 1987 in Plat Book 10, pages 449 and 450;

"Subdivision of Woodlake Crossing, Sections Eleven, Twelve, and Thirteen, York County, Virginia," made by Talbot & Associates, Ltd., dated August 9, 1988, and recorded in the Clerk's Office of the Circuit Court for the County of York, Virginia, October 17, 1988 in Plat Book 10, page 592;

"Subdivision of Woodlake Crossing, Section Fourteen, York County, Virginia," made by Talbot & Associates, Ltd., dated October 3, 1988, and recorded in the Clerk's Office of the Circuit Court for the County of York, Virginia, March 21, 1989 in Plat Book 11, pages 40 and 41; and

"Subdivision of Woodlake Crossing, Section Fifteen, York County, Virginia," made by Talbot & Associates, Ltd., dated October 3, 1988, and recorded in the Clerk's Office of the Circuit Court for the County of York, Virginia, June 15, 1989 in Plat Book 11, page 78.

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EXHIBIT C

(Residential Restrictions)

Section One, May 12, 1986; recorded in the Clerk's Office of the Circuit Court of the County of York in Book 441, pp. 448 through 452, inclusive;

Section Two, August 1, 1986; recorded in the Clerk's Office of the Circuit Court of the County of York in Book 449, pp. 238 through 242, inclusive;

Amendment to Sections One and Two, December 1, 1986; recorded in the Clerk's Office of the Circuit Court of the County of York in Book 470, pp. 52 through 54, inclusive;

Sections Three and Five, May 1, 1987; recorded in the Clerk's Office of the Circuit Court of the County of York in Book 485, pp. 284 through 291, inclusive;

Section Four, May 10, 1988; recorded in the Clerk's Office of the Circuit Court of the County of York in Book 517, pp. 75 through 79, inclusive;

Section Six, July 15, 1987; recorded in the Clerk's Office of the Circuit Court of the County of York in Book 497, pp. 719 through 723, inclusive;

Sections Seven and Eight, June 1, 1987; recorded in the Clerk's Office of the Circuit Court of the County of York in Book 489, pp. 852 through 851, inclusive;

Sections Nine and Ten, February 2, 1988; recorded in the Clerk's Office of the Circuit Court of the County of York in Book 509, pp. 509 through 515, inclusive;

Sections Eleven, Twelve, and Thirteen, October 27, 1988; recorded in the Clerk's Office of the Circuit Court of the County of York in Book 533, pp. 304 through 307, inclusive;

Section Fourteen, May 25, 1989; recorded in the Clerk's Office of the Circuit Court of the County of York in Book 553, pp. 320 through 324, inclusive;

Section Fifteen, August 23, 1990; recorded in the Clerk's Office of the Circuit Court of the County of York in Book 591, pp. 465 through 469, inclusive.

The term "Repairs" are defined to include minor restorations to the Lot or structures caused by damage or normal wear and tear. Repairs include, but are not limited to, re-painting, fixing a broken fence or mailbox, siding repair and roof patching.

b. Submission and Approval of Plans. The Board shall have the right to approve all plans in its sole discretion or it may appoint an agent or committee to perform such approvals. The Board, or its appointed agent or committee, may adopt reasonable rules and regulations that guide design, construction, or implementation of Improvements and Replacements. The rules and regulations may also guide review, evaluation, approval, and disapproval of the plans.

4. BUILDING LOCATION. The front of each numbered building Lot shown is indicated by the "Minimum Building Set-Back Line" (MBSL) shown on the plats. The front of each residence will face the front of the Lot, and cannot be placed forward of the MBSL. Placement and orientation of other Improvements on the Lot is at the discretion of the homeowner, subject to approval by the Board.

5. OUTBUILDINGS. An outbuilding is considered an Improvement as defined in Paragraph 3. The term "Outbuilding" is defined to include, but is not limited to, a detached private garage, a garden shed, and a storage building. Two (2) Outbuildings are permitted per Lot, *provided* that only one (1) of the two Outbuildings is a garage and only one (1) of the two Outbuildings is a shed or storage building. All Outbuildings shall be located behind the farthest rear corner of the dwelling and shall be placed within five (5) feet of the rear property line. Outbuildings shall be constructed of wood, brick, stone, non-rotting synthetic wood products, stucco, or may be clad with the same or similar siding as the dwelling, or some combination thereof. Prefabricated metal sheds are not permitted. The Outbuildings shall be designed, constructed and finished in a manner that compliments the appearance of the Lot, dwelling and immediate neighborhood and shall be proportional in size to the principal dwelling so as not to dominate the appearance of the Lot.

6. FENCES and WALLS. Fences and walls are considered Improvements as defined in Paragraph 3. No fences or walls will be constructed forward of the front corner of the dwelling closest to the property line. The maximum fence height will be six (6) feet. The maximum wall height will be four (4) feet. Structures that are primarily constructed of masonry will be considered walls. Fences and walls may be constructed of wood, brick, stone, ornamental blocks, non-rotting synthetic wood products (i.e., vinyl), stucco, ornamental metal, "invisible" black metal or some combination of these materials. Galvanized chain-link shall not be permitted. Fences will be in architectural harmony with the main dwelling, and if painted, in matching or complimentary colors. Electronic, "invisible" dog fencing is permitted anywhere on the Lot, but must be placed behind any drainage ditches and easements located on the Lot. The use of plastic coated chicken wire, hardware cloth, or similar material that blends with surroundings, as a barrier around gardens and bed areas is permitted to the rear of the dwelling as long as it is well maintained. Such barriers are limited to a height of twenty-four (24) inches or less.

Virginia: County of York to-wit
 In the Clerk's Office of the York County - Poquoson
 Circuit Court, the 15th day of June, 20 06
 This deed was presented with the certificate annexed
 and admitted to record at 3:10 o'clock Pm
 Teste: Lynn S. Jenkins, Clerk
 by Rachel Riestrich D.C.