

WORK ORDER
James City County General Services Stormwater Division

Work Order Number: 1040

Status: OPEN	PIN: 4621600008	District: 3
Site Address: 161 WELLINGTON CIR	Zip: 231888353	
Owner: LUPFER, WILLIAM G & ANITA C		
Subdivision: St. George's Hundred - Charles		
Year Built 1999	Legal = L-8 Sec 5, Phase 4 St. Geo 100	

COMPLAINT DETAIL:	Call Date: 8/7/2012	Caller Name: Greg Lupfer
Phone Home: 757-221-0060	Email:	
Phone Cell: 757-585-8550	Phone Work:	Fax:
Complaint Request: Soil erosion problem		
Complaint Comments:		

Drainage ditch behind 161 Wellington Circle is sinking.

St Geo 100 Assoc. [LD]

PB 62 pg 65

dbs
doc # 020012311

DB 750 pg 740
627 257?

Inspector Comments:	Date Inspected: 8/5/12
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ST. GEORGE'S HUNDRED, SECTION 5, PHASE 4

017126

DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by J. R. Chisman Development Company, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain Property in the County of James City, State of Virginia, which is more particularly described on the attached Schedule A.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and 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, shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Saint Thomas Hundred Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record Owner whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real Property described on Schedule A, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

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Section 4. "Common Area" shall mean all real Property (without regard to ownership) described on Schedule A except the area within number lots and rights-of-way dedicated for public roads as may be shown on any recorded subdivision plat of all or any part of the Properties, and such additions thereto as may be brought within the jurisdiction of the Association.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of all or any part of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to J. R. Chisman Development Company, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Original Tract" shall mean and refer to the real property described on Schedule B attached to this Declaration.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) the right of the Declarant to dedicate or convey all or any part of the Common Area to any public agency, authority or utility prior to the conveyance of the Common Area or such part of the Common Area to the Association without the consent of the Association or any Member;

(d) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer by the Association shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members.

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Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the Property.

Section 3. No Dedication. Recordation of this Declaration does not constitute any dedication of Common Area or creation of any rights that are not explicitly stated herein.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from Ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A Membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) January 1, 2000.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and 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: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The

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annual and special assessments, together late charges established by the Association, interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment, together with late charges established by the Association, interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area (without regard to ownership) situated upon the Properties.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Fifty and No/100 Dollars (\$50.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than ten percent (10.0%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot of an Owner, the maximum annual assessment may be increased above ten percent (10.0%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal Property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the

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meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all occupied Lots and may be collected at a frequency determined by the Board of Directors.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to each Lot on the first day of the month following the actual physical occupancy of the residence constructed on such Lot as a residence. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. 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. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. 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.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12.0%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. The Association may impose a late charge if assessments are not paid when due, and shall be entitled to recover all costs of collection (including reasonable attorney's fees) incurred to recover any delinquent assessments.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any institutional first mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure or any proceeding in lien thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Affirmative Obligation of Association to Maintain Common Area. The Association shall maintain the Common Area in reasonable condition. This obligation shall not affect

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in any way any right of contribution which the Association may have from the owners of parcels which are not included within the Original Tract that benefit from the construction or maintenance of artificial or natural facilities existing within the Common Area for the management of surface water run-off.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced erected or maintained upon the Properties, nor shall any exterior addition or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Declarant. Declarant may designate the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event the Declarant or if designated said Board, or its designated committee, fails as the entity responsible for all or part of the approval required by this Article. Any such designation must be in writing to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will deemed to have been fully complied with.

ARTICLE VI

USE RESTRICTIONS

Section 1. Each Lot shall be used exclusively for residential purposes and no building shall be erected, altered, placed or permitted to remain thereon other than one single-family dwelling (hereinafter referred to collectively as "dwellings" or severally as "dwelling").

Section 2. There shall be no out door open airing or drying of any clothing, bed linens, blankets, rugs, etc on the Properties except at such locations and on such terms and conditions as may be prescribed by the Association.

Section 3. No obnoxious or offensive activity shall be conducted or permitted on any of the Properties, and nothing shall be done thereon which may be or become an annoyance or a nuisance to the neighborhood. No business or profession of any kind or nature shall be carried on or practiced in any dwelling.

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Section 4. No animals, livestock or poultry of any kind shall be raised, bred or kept on any of the Properties, except that dogs, cats and other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes and provided that they do not become a nuisance to other owners or occupants. No permitted animal shall be allowed to run large unless under the Owner's control and in his presence.

Section 5. No sign of any kind shall be displayed to the public view on any of the Properties, except contractors signs during construction period and one professional real estate sign of not more than six (6) square feet, advertising a Lot, and any dwelling constructed thereon, for sale or for rent.

Section 6. The Properties shall not be used or maintained as a dumping ground for rubbish or scrap. Trash, garbage or other waste shall not be kept on any of the Properties except in covered sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 7. No Owner, resident or lessee shall install wiring for electrical or telephone installation, television antennae, machines or air conditioning units, etc. on the exterior of any building or structure or in a way that causes same to protrude through the walls or the roof of any building or structure except as authorized by the Association.

Section 8. No Lot shall be resubdivided for the purpose of making additional building sites. Boundary line adjustments among the Lots which do not create additional building sites are expressly permitted.

Section 9. Except for the use of temporary construction sheds or portable lavatories during a period of actual construction of improvements on a Lot, or maintenance of a sales office by the Declarant, no trailer, tent, shack, barn or other temporary or moveable building or structure of any kind shall be erected on or permitted to remain on any Lot.

Section 10. Areas converted to lawn and other landscaped areas shall be maintained in a neat and attractive state. Areas left in their natural wooded state shall be cleared of fallen trees, branches and of excess underbrush and so maintained. No trees in excess of twelve inches (12") in diameter shall be removed unless such removal is necessary to the construction of a residence or poses a danger to the residence or unless prior approval is obtained in writing from the Declarant or the Association.

Section 11. Since the unregulated use of vehicles can severely damage the appearance of a neighborhood, the following restriction shall apply:

(a) No more than three (3) ungaraged vehicles will be permitted to be consistently parked on the premises and these must be in the driveway or on a parking apron off the driveway.

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These vehicles will be restricted to licensed, operable automobiles, mini-vans and pick-up trucks not to exceed three-quarter (3/4) ton capacity.

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

(c) No major vehicle maintenance or overhaul of ungaraged vehicles will be permitted.

(d) Motorcycles, trail bikes, mopeds, go-carts and other similar motorized vehicles may only be used for point to point transportation on established roadways and not for joyriding around the neighborhood.

Section 12. The respective Lots shall not be rented by the Owners thereof for transient or hotel purposes, which shall be defined as (a) rental for any period less than thirty days, or (b) any rental if the occupants are provided customary hotel services, such as room service for food and beverage, maid service, furnishing laundry and linen, and bellboy service. Other than the foregoing obligations, the Owners of the respective Lots shall have the absolute right to lease same provided that said lease is made subject to the covenants and restrictions contained in this Declaration and further subject to the By-Laws of the Association.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 1. Enforcement. The Association, or any 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. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party in any action to enforce this Declaration shall be entitled to recover reasonable attorney's fees.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or Court order shall in no way affect any other provisions which shall remain in full force and effect.

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Section 3. Amendment. 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 during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential Property and Common Area may be annexed to the Properties by the Declarant without the consent of the Association or any other member.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: (1) annexation of additional Properties not within the Original Tract, or (2) dedication of Common Area by the Association.

In Witness Whereof, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 26th day of November, 1996.

J. R. CHISMAN DEVELOPMENT COMPANY

By James R. Chisman
James R. Chisman, President

STATE OF VIRGINIA

COUNTY OF JAMES CITY, to-wit:

The foregoing instrument was acknowledged before me by James R. Chisman, President of J. R. Chisman Development Company, this 26th day of November, 1996.

Katie J. Blanton
NOTARY PUBLIC

My commission expires: Nov. 30, 1999



SCHEDULE A

All those certain lots, pieces or parcels of land situate in James City County, Virginia, containing 8.585 acres, more or less, as shown on a plat entitled "PLAT OF SUBDIVISION, ST. GEORGE'S HUNDRED, SECTION 5, PHASE IV, OWNER: J. R. CHISMAN DEVELOPMENT CO., BERKELEY DISTRICT, JAMES CITY COUNTY, VIRGINIA", dated July 20, 1994 and prepared by AES Consulting Engineers of Williamsburg, Virginia, and duly recorded in the Clerk's Office of the Circuit Court of the County of James City, Virginia, in Plat Book 62, Page 65, to which reference is here made.

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SCHEDULE B

All those certain parcels of land, with all improvements thereon and appurtenances thereto belonging, lying and being in the Berkeley Magisterial District of James City County, Virginia, containing three parcels of land and shown on that certain map dated June 21, 1993 (the "Map"), prepared by AES Consulting Engineers, and entitled "Composite Map of Various Portions of Lands Formerly Owned by David M. Murray Sr., prepared for Eastern OREO, Inc." with a copy of the Map being recorded in James City County Plat Book 57, Page 78.

PARCEL III: Approximately 76 acres, more or less, as shown as Parcel III on the Map.

PARCEL IVB: Approximately 60.61 acres, more or less, as shown as Parcel IVB on the Map.

PARCEL VII: Approximately 5.16 acres, more or less, as shown as Parcel VII on the Map as being divided into three parcels, one containing approximately 4.26 acres, more or less, one containing 0.4057 acre, more or less, and one containing 0.4955 acre, more or less.

VIRGINIA: City of Williamsburg and County of James City, to Wit:
In the Clerk's Office of the Circuit Court of the City of Williamsburg and County of James City the 27 day of November 1996 This Deed was presented with certificate annexed and admitted to record at 9:10 o'clock
Teste: Helene S. Ward, Clerk
by Helene S. Ward
Deputy Clerk



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