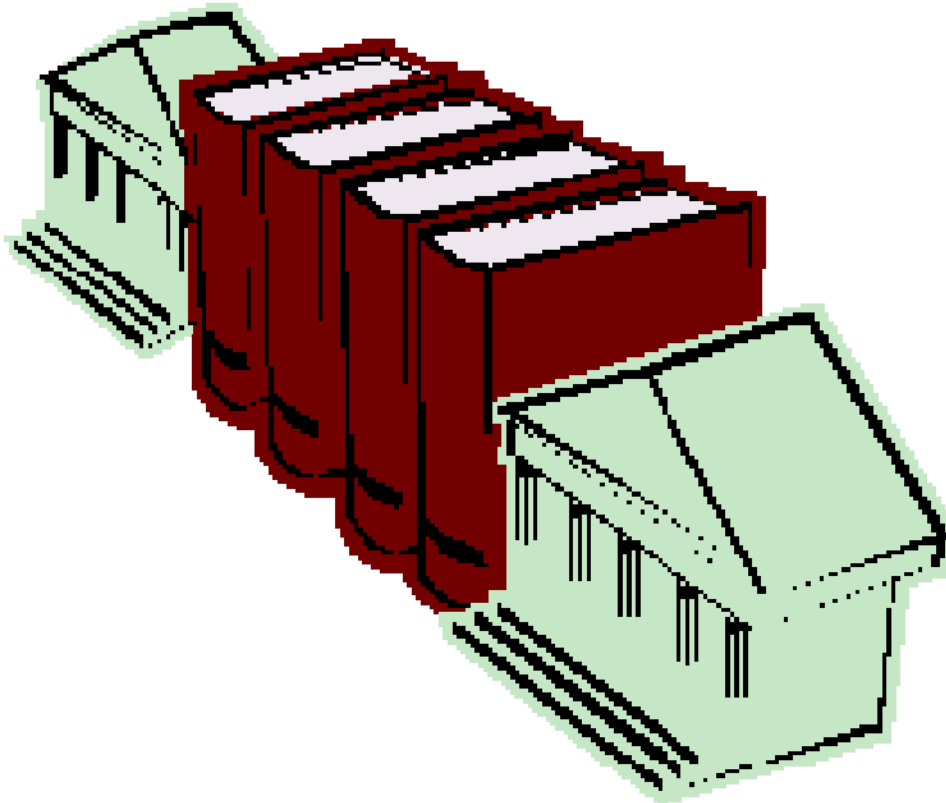




Bruton Glen Homeowner's Association

Declaration of Covenants

Conditions & Restrictions of Bruton Glen



P.O. Box #5546
Williamsburg, Virginia 23188-5546
E-Mail: BrutonGlen@cox.net
Web Address: www.BrutonGlen.org



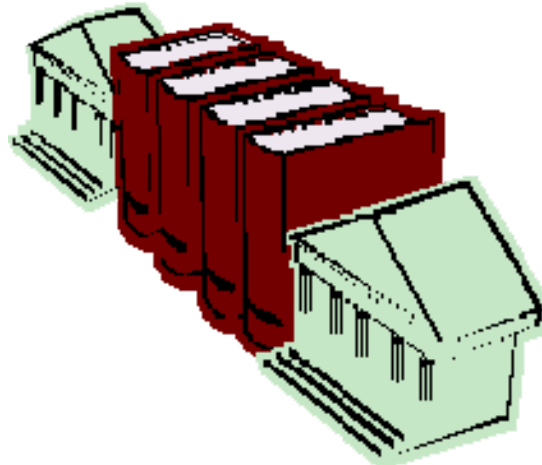
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Declaration of Covenants

Conditions & Restrictions of Bruton Glen



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“Bruton Glen” Homeowner’s Association

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Commonwealth of Virginia



State Corporation Commission

I certify the following from the records of the commission:

The foregoing is true copy of all documents constituting the charter of BRUTON GLEN HOMEOWNER’S ASSOCIATION on file in the Clerk’s Office of the Commission.

Nothing more is hereby certified.



*Signed and sealed at Richmond on this Date:
July 24, 2003*

Joel H. Peck

Joel H. Peck, Clerk of the Commission

CIS0448

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ARTICLES OF INCORPORATION OF BRUTON GLEN HOMEOWNER’S ASSOCIATION

The undersigned, pursuant to Chapter 10 of Title 13.1 of the Code of Virginia, 1950 ps amended, state as follows:

1. The name of the corporation is BRUTON GLEN HOMEOWNER’S ASSOCIATION.
2. The corporation shall have one class of members, being all owners of lots or parcels, including Bruton Glen, L.L.C. or its successors or assigns. Each member shall be entitled to cast one (1) vote for each lot owned and each member shall be entitled to cast one (1) vote for each lot possible to be developed under the current zoning ordinance for any parcel owned.
3. The directors of the corporation shall be elected by the members.
4. A. The corporation’s initial registered office address which is the business address of the initial registered agent is 3606 Acorn Avenue, Suite 200 Newport News, Virginia 23607.
B. The registered office is physically located in the City of Newport News.
5. A. The name of the corporation’s initial registered agent is Jay E. Epstein.
B. The initial registered agent is an initial director of the incorporation.
6. The names and addresses of the initial directors are:

Names

Michael B. Ware

Jay E. Epstein

Addresses

600 Thimble Shoals Boulevard
Second Floor
Newport News, Virginia 23606

3606 Acorn Avenue
Suite 200
Newport News, Virginia 23607



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7. This corporation is organized and shall be operated only for the following purposes and objectives.

A. To promote, maintain and improve the residential subdivision known as Bruton Glen in York County, Virginia.

B. To do all things which a corporation of like character is or may be authorized or permitted to do by the laws of the United States or of the Commonwealth of Virginia. No part of the corporation shall be for the purposes of carrying on propaganda, or otherwise attempting to influence legislation, or participating in, or intervening in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office. This corporation is not organized for profit and no part of its income or its net earnings shall inure to the benefit of any member, director or officer of the corporation, or any private individual, except that reasonable compensation may be paid for services rendered to or for the corporation affecting one or more of its purposes as the Board of Directors of this corporation shall prescribe.

8. **INCORPORATOR:**

Raymond H. Suttle, Jr.

Raymond H. Suttle, Jr.

Dated: July 29th, 1997



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COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

July 31st, 1997

The State Corporation Commission has found the accompanying articles submitted on behalf of

BRUTON GLEN HOMEOWNER’S ASSOCIATION

To comply with the requirements of law, and confirms payment of all related fees.

Therefore, it is ORDERED that this

CERTIFICATE OF INCORPORATION

Be issued and admitted to record with the articles of incorporation in the Office of the Clerk of the Commission, effective July 31st, 1997.

The corporation is granted the authority conferred on it by law in accordance with the articles, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By *J. V. Morrison*
Commissioner

CORPACPT
CIS20423
97-07-30-0061

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**DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
BRUTON GLEN**

THIS DECLARATION, made this 17th day of February, 1998, by BRUTON GLEN, L.L.C., a Virginia Limited Liability Company, hereinafter referred to as Declarant.

WITNESSETH



WHEREAS, Declarant is the owner of certain properties in York County, State of Virginia, which may be described as follows:

All that certain piece or parcel of land situate, lying and being in the County of York, Virginia, known and designated as Bruton Glen, Section One, as shown on that certain plat entitled, BRUTON GLEN, SECTION ONE, BRUTON DISTRICT, COUNTY OF YORK, VIRGINIA, dated August 12, 1997, and made by The Sirine Group, Ltd., Surveyors, Engineers, Planners, and recorded in the Clerks Office of the Circuit Court for the County of York, Virginia, in Plat Book 12, page 574.

WHEREAS, Declarant desires to create an Affordable Home Community in accordance with Division 6. Planned Development District of the Zoning Ordinance of the County of York, Virginia, and all other related ordinances, statutes, rules or regulations of the County of York, State of Virginia, or of the United States.

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, and shall inure to the benefit of each owner thereof.

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Article I

Definitions

Section 1. Association shall mean and refer to BRUTON GLEN HOMEOWNERS ASSOCIATION, its successors and assigns (herein The Association).

Section 2. Owner shall mean and refer to the record owner, whether one or more persons or entitles, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, by 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 hereinbefore described.

Section 4. Common Areas shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Areas to be owned by this Association at the time of conveyance of the first lot is described as follows:

The Common Areas as shown on that certain plat entitled, BRUTON GLEN, SECTION ONE, BRUTON DISTRICT, COUNTY OF YORK, VIRGINIA, dated August 12, 1997, and made by The Sirine Group, Ltd., Surveyors, Engineers, Planners, and recorded in the Clerks Office of the Circuit Court for the County of York, Virginia, in Plat Book 12, page 574, may also include open space or green area which may be conveyed to the Association, together with drainage and/or utility easements which may be conveyed to the Association for the use and benefit of the Owners.

Said Common Areas shall be conveyed to the Association by the Declarant within six (6) months of the completion of the improvements on the Common Areas.

Section 5. Lot shall mean and refer to any lettered/numbered lot or plot of land with an existing residential dwelling unit or for the construction of a detached or attached dwelling unit in the future within a lettered/numbered block as shown upon the subdivision plats which are to be recorded in the office of the Clerk for the County of York, Virginia (the Plats), with the exception of the Common Areas, the R/W Area and Utility Area or Pump Station Area or Lot (or similar area or lot whose purpose is to service the Association), together with any Lot which may be shown on Plats hereafter approved and recorded.

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Article I

Definitions

Section 6. Declarant shall mean and refer to Bruton Glen, L.L.C., a Virginia Limited Liability Company, its heirs, successors and assigns if such heirs, successors or assigns should acquire one or more undeveloped Lots from the Declarant for the purpose of constructing the initial improvements on such Lot.

Section 7. Mortgage as used herein shall mean a mortgage or deed of trust, said terms having the same meaning and may be used interchangeably.



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Article II

Property Rights and Duties

Section 1. **Owners Easements of Environment.** Every Owner shall have a right and easement in and to the Common Areas, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- a. the right to the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas.
- 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 Association to declare 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 agreed to by the Board of Directors.
- d. the right of the Association to assess or charge to every Owner fees or dues in order to have funds to maintain and care for the Common Areas and any improvements located thereon.
- e. The transfer of a Lot automatically transfers membership in the Association and all rights of the transferor with respect to the Common Areas and facilities to which ownership of such Lot relate.

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

Section 3. **Leasing.** Any Owner may lease or rent his Lot as long as the use of the Lot is consistent with the restrictions herein and provided that the lease agreement between owner and lessee shall be written and shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration and all other documents of the Association and that failure of the lessee to comply with the terms of such documents shall constitute a default under the lease.

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Article II

Property Rights and Duties

Section 4. **Association Duties.** Upon conveyance of the Common Areas to the Association, the Association shall have the duty to maintain and keep in good repair the same for the benefit of all Owners, including without limitation, proper maintenance of the lakes and drainage facilities which are located on the Common Areas together with any streets, sidewalks, street lights, landscaping or other improvements which may be located upon the Common Areas.

Section 5. **Right of County.** In order to protect the public interest which requires assurance as to adequate maintenance of common open areas and improvements, it is hereby provided in accordance with Section 24.1-497(e) of the York County Code that in the event the Association fails to maintain the common open space/improvements in reasonable order and condition in accordance with the approved plans, the County of York (herein County) may serve notice in writing upon the Association or upon the property owners within the development setting forth the manner in which the Association has failed to maintain the common open space/improvements in reasonable condition, and said notice shall contain a demand that such deficiencies of maintenance be cured within thirty (30) days thereof, and shall state the date and place of a public hearing thereon which shall be held within fourteen (14) days of the notice.

- a. at such hearing the County may modify the terms of the original notice as to the deficiencies and may grant an extension of time within which they shall be cured.
- b. if the deficiencies set forth in the original notice or in the modification thereof shall not be remedied within said thirty (30) days or any approved extension thereof, the County, in order to preserve the taxable values of the properties within the development and to prevent the common open space/improvements from becoming a public nuisance, may, subject to budgetary limitations, enter upon said common open space and maintain, or contract for the maintenance of, the same for an initial period not to exceed one year.
- c. said entry and maintenance shall not vest in the general public any rights to use the common open space/improvements except when the same is voluntarily dedicated to the public by the Association.
- d. before the expiration of said one year period, the County shall, upon its initiative or upon the request of the Association responsible for the maintenance of the common open space/improvements, call a public hearing upon two (2) week’s notice in writing to the Association or the property owners within such development, to be held by the Board of Supervisors of County (the Board), at which hearing the abilities of the Association to resume maintenance responsibilities shall be assessed.

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Article II

Property Rights and Duties

- e. if the Board shall determine that the Association is ready and able to maintain the common open space/improvement in reasonable condition, the County shall cease to maintain the common space/improvements.
- f. if the Board shall determine the Association is not ready and able to maintain the common space/improvements in a reasonable condition, the County may, in its discretion, continue to maintain, or contract for the maintenance of, the common space/improvements.
- g. the cost of such maintenance and all associated administrative cost by the County shall be assessed ratably against the properties within the development that have a right of enjoyment of the common open space/improvements, and shall become a charge on said properties, and may be collected by the County as taxes and levies are collected.

Section 6. Right of Entry by County. County personnel, in the performance of their official duties, are hereby granted a right of entry upon the common property of the Association, and this shall include, but not limited to, law enforcement officers, rescue squad personnel and fire fighting personnel while in pursuit of their duties, and in the case of private streets, enforcement of clear emergency vehicle access.



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Article III

Membership and Voting Rights

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

Section 2. **Voting Rights.** The Association shall have one class of voting membership who shall be all Lot owners, including the Declarant, and shall be entitled to one vote for each such Lot owned. When more than one 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 vote be cast with respect to any Lot.

Section 3. **Declarant Control.** In no event shall the Declarant control the Association beyond ten (10) years from the date the first Lot is conveyed to a person or entity other than the Declarant.



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Article IV

Covenant for Maintenance Assessments

Section 1. **Creation of the Lien and Personal Obligations 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 annual and special assessments, together with interest, cost and reasonable attorneys 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 interest, costs, and reasonable attorneys 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 Areas.

Section 3. **Maximum Annual Assessment.** Until January 1 of the year immediately following the conveyance of the Common Areas to the Association, the maximum annual assessment shall be TWO HUNDERD SIXTY FOUR AND 00/100 Dollars (\$264.00) per Lot.

- a. from and after the first year, the maximum annual assessment may be increased each year (computed on a cumulative basis) not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership.
- b. from and January 1, 2002, the maximum annual assessment may be increased above ten percent (10%) by a vote of more than two-thirds ($\frac{2}{3}$ ^{rds}) of members who are voting in person or by proxy, at a meeting duly called for this purpose.

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Article IV

Covenant for Maintenance Assessments

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 Areas, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of more than two-thirds ($\frac{2}{3}$ rds) of the votes 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 Sections 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 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 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 () 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 Lots and may be collected in arrears or in advance on a monthly basis, or on a quarterly, semi-annual or annual basis as determined by the Board of Directors of the Association.

Section 7. Date of Commencement of Annual Assessment. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first Lot by the Declarant to an Owner or to a builder who has acquired such Lot for the purpose of building a residence thereon, or where the Lot has an existing house, at the time of the 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.

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Article IV

Covenant for Maintenance Assessments

Section 8. Effect of Non-Payment 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 eighteen percent (18%) per annum or as may be established from time to time by a vote of the Association. 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 Areas or abandonment of his Lot. Any defaulting Owner shall be liable for reasonable attorneys fees and court costs as may be awarded by the court.

Section 9. Subordination of the Lien to Mortgages. The Lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu 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 release such Lot from liability for any assessments thereafter becoming due or from the lien thereof.



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Article V

General Provisions

Section 1. Enforcement. The Association, the Declarant, 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.

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

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 (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Encroachments. In the event any portion of any improvement on any Lot encroaches upon Common Areas and facilities, as a result of construction, reconstruction, repair, shifting, settlement or movement of any portion thereof, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists.

Section 5. Additional Covenants. It is understood and agreed, anything to the contrary herein notwithstanding, as follows:

- a. a first mortgage will be provided written notification of any default by the mortgager of such Lot or unit in the performance of such mortgagors obligations under these Restrictions which is not cured within thirty (30) days; as used herein the terms first mortgage, mortgage or mortgagor shall have the same meaning and import as first deed of trust, noteholder, or first deed of trust, or grantor of deed of trust; the terms mortgage and deed of trust for the purposes herein shall have the same meaning and intent.
- b. any first mortgagee who comes into possession of a Lot or unit in the Properties pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, shall be exempt from any right of first refusal.

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Article V

General Provisions

- c. any first mortgagee who comes into possession of the unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Lot or unit which accrue prior to the time such holder comes into possession of the Lot or unit.
- d. unless at least seventy-five percent (75%) of the first mortgagees (based upon one vote for each first mortgage) of individual Lots or units in the Properties have given their prior written approval, the Association shall not be entitled to:
 - 1. by act or omission seek to abandon, petition, subdivide, encumber, sell or transfer real estate or improvements thereon which are owned, directly or indirectly, by such Association for the benefit of the Owners and Lots in the Properties.

The granting of easements for public utilities or for other public purposes consistent with the intended use of such property by the Association shall not be deemed a transfer within the meaning of this clause:

- 2. change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner;
 - 3. by act of omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of units, the exterior maintenance of units, the maintenance of party walls or common fences and driveways, or the upkeep of lawns and plantings in the Properties;
 - 4. fail to maintain fire and extended coverage on insurable common area property on a current replacement costs basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost);
 - 5. use hazard insurance proceeds for losses to any Common Areas property for other than the repair, replacement or reconstruction of such improvements.
- e. first mortgagees shall have the right to examine the books and records of the Association or any entity which owns the Common Areas property of the Association.

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Article V

General Provisions

- f. first mortgagees of Lots or units in the Properties may, jointly or singly, pay taxes or other charges which are in default and which may have become a charge against any Common Areas property and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such property and first mortgagees making such payments shall be owed immediate reimbursement therefor from the Association. Entitlement to such reimbursement is hereby agreed to and this instrument shall constitute an agreement in favor of all first mortgagees of Lots or units in the Properties.
- g. no provision of the Association Articles of Incorporation, or the declaration of easements, restrictions and covenants, or any similar instrument pertaining to the Properties or to Lots or units therein, gives a Lot Owner or any other party priority over any rights of first mortgagees of Lots or units herein pursuant to their mortgages in the case of a distribution to Lot Owners of insurance proceeds or condemnation awards for losses to or taking of the Association's common property.
- h. Lot Owners have a right to enjoyment of the Common Areas property and such property is owned in fee by the Association. The Common Areas property will be conveyed to the Association unencumbered except for any easements granted for public utilities or for other public purposes consistent with the intended use of such property by the Association.
- i. in the event that management other than self-management is required of the Association, and in the event that the Association elects or decides to terminate, then all first mortgagees shall be given at least thirty (30) days notice of said action.
- j. all first mortgagees shall be entitled to receive reasonable written notice of damage to or condemnation of any part of the Common Areas and facilities.
- k. the Association shall not be dissolved nor shall the Association dispose of any Common Areas by sale or otherwise, except to an organization conceived and organized to own and to maintain the Common Areas, without first offering to convey the same to the County of York or other appropriate governmental agency in exchange for compensation in an amount not exceeding the appraisal of a mutually acceptable appraiser, provided however, that this paragraph shall not restrict or prohibit granting of easements or other conveyances for the benefit of the Lot Owners as may be approved by the Board of Directors or if these Restrictions so require approval, by the Lot Owners in such percentage as may be required hereunder.

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“Bruton Glen” Homeowner’s Association

Attn. Board of Director’s
P.O. Box 5546
Williamsburg, Virginia 23188-5546
E-Mail: BrutonGlenHOA@cox.net

Article V

General Provisions

1. the Association shall be charged with ensuring that the Common Areas set aside for open space not be developed for an unapproved purpose in the future and shall ensure that the Common Areas be maintained for its intended function in perpetuity unless and until the County of York through its Board of Supervisors authorities and approves such revisions.



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Article VI

Property Restrictions

The Declarant does hereby declare, covenant and agree, for itself and its successors and assigns, that all residential Lots shown on the Plats (except such Lots may be needed for utilities and the like such as the pump station which may be shown on Plats) shall be hereafter held and sold subject to the following conditions and restrictions, to wit:

Section 1. Land Use and Building Type. No Lot shall be used except for residential purposes. No building or other improvements shall be erected, altered, placed or permitted to remain on any Lot without the plans, specifications and design thereof having been approved in writing by the Architectural Review Committee referred to hereinafter.

Section 2. Sewage Disposal. Every dwelling unit constructed within this subdivision shall be connected to the public sewage disposal system.

Section 3. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of subdivision.

Section 4. Underground Electrical and Telephone Service. Neither poles nor other structures for the carrying or transmission of electric power or telephone service nor any electric or telephone line or cable, elevated or carried above the surface of the land or ground, and not completely enclosed within some building or structure permitted under the provisions of these restrictions, shall be erected, altered, placed or permitted to remain upon either:

1. any Lot in the subdivision, or
2. in or upon any street, alley, sidewalk, curb, gutter or easement or right of way included within the subdivision. All electric and telephone service facilities constructed or placed within the subdivision, unless completely enclosed within some building or structure permitted under the provisions of these restrictions must be carried, housed or placed beneath the surface of land in the subdivision. This Section 4 shall not prohibit such electrical facilities or apparatus as may be required for public utilities and/or temporary electrical service during construction of improvements.

Section 5. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood.

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Article VI

Property Restrictions

Section 6. **Fences.** No fence shall be erected or constructed without written approval of the Architectural Review Committee. No fence shall be permitted in any front yard (front yard being defined to mean the area between the front of the house or duplex and the street upon which such Lot is situated). The Architectural Review Committee may promulgate design criteria as to any fence to be erected. The Architectural Review Committee may require wooden or brick fences containing an attractive design consistent with the neighborhood and may exclude metal fences, pens or enclosures.

Section 7. **Temporary Structures.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot as a temporary residence.

Section 8. **Livestock and Poultry.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other similar household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose and do not constitute a nuisance to their neighbors.

Section 9. **Signs.** No sign of any kind shall be displayed to the public view on any Lot, except one (1) professional sign of not more than one (1) square foot, or a sign advertising the property for sale or rent of not more than three (3) square feet, or a sign used by a builder to advertise the property during the construction and sales period of not more than five (5) square feet.

Section 10. **Garage and Refuse Disposal.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition to the rear of the dwelling concerned.

Section 11. **Heating and Air Conditioning Equipment: Disc Antenna.** No air conditioning or heating equipment shall be placed in front of any residence, and no storage tanks erected above the ground shall be permitted. No disc antenna shall be erected or maintained on any Lot in the subdivision, except that upon proper screening, the Architectural Review Committee may authorize disc antennas.

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Article VI

Property Restrictions

Section 12. **Common Areas Restrictions.** No boats or vehicles using gasoline, electric or other power source shall be permitted in the Common Areas, including the lake. No Owner may pump, take or discharge water into or out of the lake, and no Owner shall erect any fence except as provided in Section 6 hereinabove. Each Owner of a Lot which lies between the side Lot lines of such Owner and the lake with such easement extending to a distance in the lake of a distance of ten (10) feet within such easement extending of the side Lot lines of such Lot (the Restricted Area). It is the intent and agreement of this provision that each Lot Owner adjoining the lake shall have the exclusive use of said Restricted Area with other Lot Owners being prohibited from use of said Restricted Area. The maintenance of said Restricted Area shall be the responsibility of the adjacent Lot Owner who shall maintain the same in a good state of repair and appearance shall as necessary cut the grass within the Restricted Area.

Section 13. **Trailers, Boats, Campers and Mobile Equipment.** No trailers, boats, campers, or other mobile equipment except passenger automobiles and small trucks may be parked on the streets or on any Lot within the front property setback line.

Section 14. **Subdivision of Lots.** None of the Lots as shown on the said Plats may be subdivided into smaller or additional Lots unless such smaller or additional Lots comply with the subdivision requirements of the County of York; Lot lines may be adjusted and/or additional parcels may be added so as to create new Lots within the subdivision so long as the subdivision requirements of the County of York are met.

Section 15. **Maintenance and Access Easements.** Declarant reserves the right, from time to time, to create Maintenance and Access Easements of varying widths. The method of certain of the same shall be to have the same shown, marked, and identified with the specified width location on the Subdivision Plat of Section One (1) and the succeeding sections of Bruton Glen; such Maintenance and Access Easements when shown shall be for the exclusive use of Declarant and the Association to enter upon the Maintenance and Access Easement Area for purpose of access by any person or equipment as needed to the Common Areas; there is specifically precluded hereunder the right of any Lot Owner member or their guests or visitors to enter upon the area of a Maintenance and Access Easement, the sole purpose and intent hereof being that such right shall extend only to the Declarant and Association.

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Article VI

Property Restrictions

Section 16. **Exterior Maintenance and Use.** In addition to the power to promulgate Rules and Regulations to implement the intent and conditions hereof, the Board of Directors may establish Rules and Regulations relating to exterior maintenance and use including, without limitation, Rules and Regulations to govern and control such matters as preserving the color scheme and harmony of outside design, displays or signage relating to holiday celebrations, sale or rental of dwelling units or political type posters.



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Article VII

Architectural Review Committee

Until such time as Declarant has conveyed the last Lot as shown on said Plat, or any Lot which may be hereafter annexed, Declarant shall designate an Architectural Review Committee consisting of three (3) persons which Bruton Glen, L.L.C. may, from time to time, change. Upon the last Lot being conveyed by Declarant, or at such earlier time as Bruton Glen, L.L.C. may elect, the Board of Directors of the Association shall elect an Architectural Review Committee consisting of three (3) persons who may also serve as officers or directors of the Association. All new construction of any improvement, including without limitation, residences or fences, shall require the written approval of the Architectural Review Committee. Any subsequent addition to, or change of, or alteration of existing construction, shall in like manner, require approval of the Architectural Review Committee, provided, however, that repainting or repairs of what has been previously approved shall not require any subsequent approval.

The Architectural Review Committee is authorized to review and determine, in its sole discretion, the nature, kind, shape, height, materials, location or design or color of any improvement located upon the Properties to ensure harmony of external design and location in relation to surrounding structures and topography. In the event the Architectural Review Committee fails 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 be deemed to have been fully complied.



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Article VIII

Affordable Housing Incentive Provisions

Declarant covenants that its intent is to provide a moderately priced single family housing unit community with the purpose of meeting the goals and objectives of the Affordable Home provisions of Section 24.1361 of the Countys Zoning Ordinance and specifically the Affordable Housing Incentives provided therein, and in furtherance thereof agrees to the following:

1. Declarant agrees that development shall be restricted to single family detached homes together with appropriate open space, green areas and recreational facilities.
2. Declarant agrees that all Lots shall be served y public water and public sewer systems.
3. Declarant agrees that the property subject to this Declaration shall be developed in substantial accordance with the Site Development Plan, prepared by The Sirine Group, Ltd. Dated August 12, 1997.
4. Declarant agrees to commence construction and to pay all cost in connection with such construction of the Recreation Building and Recreational Amenities as shown on the Plat on or before the time when fifty percent (50%) of the residential dwelling units as shown on the Plat have been completed and sold and to have such improvements completed on or before the time seventy-five percent (75%) of the said residential dwelling units as shown on the Plat have been completed and sold, provided, however, that in no event shall Declarant be required to complete the said improvements within two (2) years of the recordation of the first Subdivision Plat; all Common Areas shall be conveyed to the Association within six (6) months of the recordation of the Subdivision Plat showing such Common Areas.
5. Declarant agrees as a part of its marketing plan to render practical and technical assistance to prospective purchasers and particularly to first time or entry level purchasers; this assistance will consist of conducting workshops to assist such purchasers in analyzing and evaluating qualifications for purchase and in the various forms of financing which may be available, and in assisting prospective purchasers in qualifying for such financing as may be available. Declarant will pursue approval of FHA, VA, VHDA and conventional financing sources to maximize the financing options available to purchasers. Declarant further agrees to participate in closing costs to help defray the cash at closing requirements of the purchaser.

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Article VIII

Affordable Housing Incentive Provisions

6. Declarant agrees to use every reasonable effort to insure that the respective homes and Lots upon which they are situated will be constructed and developed to provide the lowest maintenance costs reasonably possible through use of energy efficient construction and low maintenance exteriors.
7. Declarant agrees to comply with the following requirements as to the sizes of all detached single family homes:
 - a. no detached single family home shall have more than 1,650 square feet of living area.
 - b. no detached single family home shall be constructed such that the initial constructed square feet in total living area shall be less than 850 square feet.

It is understood and agreed with respect to the building requirements set forth in this paragraph seven (7) that the size limitations apply only to homes built for initial sale and that at any time after any such home has been built, the Owner or Owners may from time to time add, change, increase or otherwise modify the original detached homes built upon any of said Lots.

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IN WITNESS WHEREOF, the undersigned Declarant, BRUTON GLEN, L.L.C., a Virginia Limited Liability Company, has caused this instrument to be executed on its behalf and the individual undersigned Declarant has executed this instrument as of the date and year first above written.

BRUTON GLEN, L.L.C.,
a Virginia Limited Liability Company

By: Jay E. Epstein
Jay E. Epstein, Managing Member



STATE OF VIRGINIA
City of Newport News, to wit:



I, Mary J. Woodley, a Notary Public in and for the City and State aforesaid, whose commission expires on the 30th day of June, 2001, do hereby certify that Jay E. Epstein, Managing Member of BRUTON GLEN, L.L.C., a Virginia Limited Liability Company, whose name is signed to the foregoing writing bearing date on the 17th day of February, 1998, has acknowledged the same before me in my City and State aforesaid.

GIVEN under my hand this 17th day of February, 1998.

Mary J. Woodley
Notary Public

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**AMENDMENT TO DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
BRUTON GLEN, SECTION TWO**

THIS AMENDMENT made this 10th day of March, 2000, by BRUTON GLEN, L.L.C. a Virginia Limited Liability Company, hereinafter referred to as Owner.

WHEREAS, Owner has recorded that certain Declaration of Restrictions of Bruton Glen (the Declaration) in Deed Book 1008, page 511, in the Clerks Office for the County of York, Virginia; and

WHEREAS, Owner now wishes to amend the aforesaid restrictions to add certain additional land to the development of Bruton Glen to be known as Bruton Glen, Section Two.

NOW THEREFORE, for consideration contained herein and other good and valuable consideration, the Owner hereby amends the Declaration to add the following described property which shall be subject to the Declaration:

The Declaration shall apply and govern Bruton Glen, Section Two as shown on that certain plat dated October 1, 1999, prepared by The Sirine Group, Ltd., and duly recorded in the aforesaid Clerks Office in Plat Book 13 page 115 & 116, and Bruton Glen, Section Two shall be included in the aforesaid Declaration.



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WITNESS the following signatures and seals:

BRUTON GLEN, L.L.C.,
a Virginia Limited Liability Company

By: Jay E. Epstein
Jay E. Epstein, Managing Member



STATE OF VIRGINIA
City of Newport News, to wit:



I, Janice E. Haney, a Notary Public in and for the City and State aforesaid, whose commission expires on the 31st day of March, 2002, do hereby certify that Jay E. Epstein, Managing Member of BRUTON GLEN, L.L.C., a Virginia Limited Liability Company, whose name is signed to the foregoing writing bearing date on the 10th day of March, 2000, has acknowledged the same before me in my City and State aforesaid.

GIVEN under my hand this 10th day of March, 1998.

Janice E. Haney
Notary Public

198996

Virginia; County of York, to wit:



In the Clerk’s Office of the Circuit Court for the County of York,
the 5th day of April 2000

This deed was presented with the certificate annexed and admitted to record at 11:05 o’clock am

Teste: LYNN S. JENKINS, Clerk

By: Clyde Hughes Deputy Clerk

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