

AMENDED AND RESTRICTED COVENANTS,
CONDITIONS, AND RESTRICTIONS OF
SOMMERVILLE HOMEOWNERS'S ASSOCIATION

October 18, 2023

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**RESTATED DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR SOMMERVILLE**

This RESTATED DECLARATION is made this 18 day of [October, 2023] by SOMMERVILLE HOMEOWNER'S ASSOCIATION, INC., a Virginia non-stock corporation, hereinafter referred to as the "Declarant."

WITNESSETH; That Declarant hereby declares that all of the real property described herein, being hereinafter referred to as the "Property," shall be held, transferred, sold, conveyed, occupied and used subject to the following easements, restrictions, reservations, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, aesthetics and attractiveness of the Property. These easements, restrictions, reservations, covenants and conditions shall run with the Property and shall be binding on all parties having or acquiring any right, title, or interest in the Property or any part thereof, and shall inure to the benefit of each Owner thereof.

ARTICLE I - DEFINITIONS

When used in this Declaration, the terms contained herein shall have the following meanings:

- A. "Declarant" shall mean SOMMERVILLE HOMEOWNER'S ASSOCIATION, INC., a Virginia non-stock corporation.
- B. "Association" shall mean the Virginia non-stock, non-profit corporation known as Sommersville Homeowner's Association, Inc., comprised of Members being Owners of Lots in the Development. "Association" shall also mean an alternate definition for the "Declarant" and is used for clarity.
- C. "House" shall mean a single-family residence constructed upon Lots located upon the Property.
- D. "Common Area" shall mean all portions of the Property and any improvements thereon other than the portions of the Property designated as either Lots or as Conservation Area.
- E. "Common Expenses" shall mean those expenses incurred by the Association for the maintenance, repair, upkeep or improvement of the Common Area and Conservation Area.
- F. "Conservation Area" shall mean that portion of the Property comprising approximately twenty-one (21) acres in the western portion of the Property which is designated on Exhibit B attached hereto, and which is set aside for perpetual preservation pursuant to Paragraph I of Activity - Specific Conditions contained in United States Army Corps of Engineers Permit 91-0126 issued to SEAFORD DEVELOPERS ASSOCIATES.
- G. "Development" shall mean the single-family residence development known as "Sommerville" constructed upon the Property and subject to this Declaration.

- H. "Lot" shall mean any certain parcel created within the Property as designated on subdivision plats of the Property recorded in the Office of the Clerk of the Circuit Court for York County, Virginia, upon which a House has been constructed and conveyed in fee simple absolute by general warranty deed to an Owner.
- I. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.
- J. "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 Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- K. "Property" shall mean that certain real property described in Article II, Section 1 and such additions made thereto from the Additional Land described in Article III of this Declaration.
- L. Articles of Incorporation (AOI) shall mean a set of formal documents filed with the Virginia State Corporation Commission (SCC) documenting the creation of a corporation. The corporation, known as "SOMMERVILLE HOMEOWNER'S ASSOCIATION" shall have all powers contained in the Virginia Non-Stock Corporation Act, per Chapter 10 of Title 13.1 of the Code of Virginia. The AOI are described and included in Exhibit A.
- M. "By-Laws" shall mean a governing document, subordinate to these Covenants, that establishes the required administrative duties, responsibilities and powers of the Sommersville Homeowner's Association and its elected Officers, the processes and procedures for managing the Association, electing Directors, determination of Board positions, meeting of Members, collecting assessments, enforcement and penalties, maintaining books and records, and appointing other volunteer Officers and committee members. The provisions of these By-Laws are legally binding and enforceable.

ARTICLE II - PROPERTY

Section 1. Generally.

The Property submitted by this Declaration to the covenants, conditions, and restrictions contained herein is as described on Exhibit B (1 – 10) attached hereto.

Section 2. Common Area and Conservation Area.

- A. Each Owner shall have an undivided interest in the Common Area and in the Conservation Area through his mandatory membership in the Association. An individual Owner's rights to use and enjoy the Common Area and the Conservation Area shall be established and limited by this Declaration and amendments thereto and any rules and regulations promulgated by the Association in this regard.
- B. The Association hereby grants and conveys for itself, its successors, and assigns the right of entry upon the Common Area and Conservation Area to York County personnel, including but not limited to, law enforcement officers, rescue squad personnel, and firefighting personnel while in pursuit of their duties.

ARTICLE III – EXPANSION OF DEVELOPMENT

The Association expressly reserves the option to expand the Development in accordance with this Article. The Association shall obtain the consent of the Owners in order to exercise said option to expand. Consent is in accordance with Article XI, Section 1.

ARTICLE IV - EASEMENTS

Section 1. Easement of Enjoyment to Common Area.

Every Owner, his immediate family, tenants, guests (with Owner present), and invitees (with Owner present), are hereby granted a perpetual non-exclusive easement of use and 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 suspend the right to use of the common area 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.
- B. The right of the Association to dedicate or convey in fee simple 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 Owners.
- C. The transfer of a Lot automatically transfers membership in the Association all rights of the transferor with respect to the Common Area to which ownership of such Lot relate, provided, however, such transfer shall not be effective until such time as there is an obligation to pay the assessments as set forth hereinafter.

Section 2. Easement for Passive Recreation in Conservation Area.

Every Owner, his immediate family, tenants, guests (with Owner present), and invitees (with Owner present), are hereby granted a perpetual non-exclusive easement in and to the Conservation Area for activities strictly limited to passive recreation which is compatible with maintenance of the Conservation Area as an undisturbed, natural preserve. Such activities are restricted as defined in Article V, Section 4. This easement 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 adopt reasonable regulations restricting access to and further limiting use of the Conservation Area.
- B. The right of the Association to suspend the right to use of the Conservation Area 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 violation of the scope of this easement or for any infraction of the Association's published rules and regulations.
- C. The right of the Association to convey a conservation easement on, or convey in fee simple the whole of the Conservation Area to a conservation organization which complies with the requirements for a holder under Virginia Code § 10.1-1009, et seq., the Virginia Conservation Easement Act, for perpetual preservation, stewardship, and maintenance as a natural preserve.

- D. The transfer of a Lot automatically transfers membership in the Association and all rights of the transferor with respect to the Conservation Area to which ownership of such Lot relate provided, however, such transfer shall not be effective until such time as there is an obligation to pay the assessments as set forth hereinafter.

Section 3. Utility Easements.

Utility easements are reserved to the Association, and granted, through the Property as may be required, for construction and maintenance of utility services in order to adequately serve the Development. Such easements shall specifically include an easement in favor of the Association for the construction, repair or replacement of any gas lines, sewer lines, water lines, or power lines over, across, or through any Lot and the Common Area located within the Development.

Section 4. Easement for Support.

Each Lot, the Common Area, and the Conservation Area, has an easement for support from every other Lot, the Common Area and the Conservation Area including, but not limited to, both horizontal and vertical support.

Section 5. Easements for Encroachments.

The Association shall have a transferable easement over and upon the Common Area for the purpose of making improvements upon the Lots created upon the Additional Land pursuant to the provisions of this Declaration and for the purpose of doing all things reasonably necessary and proper in connection therewith.

Section 6. Easements for Encroachments

- A. If any portion of the Common Area, or improvement thereon, encroaches upon any Lot, or improvement thereon, or if any Lot or improvement thereon encroaches upon any portion of the Common Area or another Lot as the same are defined and described herein, an easement for such encroachment and the maintenance thereof, so long as it continues, shall and does exist.
- B. In the event any improvement made upon a Lot shall be partially or totally destroyed and then rebuilt, minor encroachments upon any portion of the Common Area due to reconstruction shall be permitted, and easements for such encroachments and maintenance thereof shall and do exist.

Section 7. Easements for Association.

The Association shall have the right, which right shall be exercised by its Board of Directors and its agents, to enter upon any Lot from time to time during reasonable hours as may be necessary for the operation and maintenance of the Development and the prevention of damage to any Lot, the Common Area, or the Conservation Area.

Section 8. Easements May Be Granted by the Association.

The Association, subject to any restrictions and limitations specified herein, shall have the irrevocable power as attorney-in-fact on behalf of all the Owners and their successors in title, to grant easements through the Common Area and accept easements benefiting the Development or a portion thereof.

ARTICLE V – USE AND OCCUPANCY; RESTRICTIONS

Section 1. General Restrictions.

In order to preserve the attractiveness, aesthetics, beauty, quality and integrity as well as enhance and maintain property values of the Development, the following protective covenants and restrictions are established for the mutual benefit of all Owners:

- A. No Owner shall occupy or use his House, or permit the same or any part thereof to be occupied or used, for any purpose other than as a private, single-family residence of the Owner's immediate family, lessees, servants, or guests, and no structure except as allowed by Article VIII, Section 2, shall be erected upon any one residential site other than one detached single family dwelling with an attached or detached garage, and a driveway of width to accommodate side-by-side two (2) standard motor vehicles.
- B. The Association shall have the right in its sole discretion to approve exterior designs (including the design of sheds and fences and all other structures), house colors, location, the exterior of all improvements, and to specify minimum size parameters and construction specifications. As a general matter, more traditional designs are encouraged, and there shall be strict evaluation by the Association in all cases of these designs in accordance with Article VIII.
 - (1) All non-wooden fence types and any fence greater than four feet (4') must receive prior approval from the Association and or the Architectural Review Board (ARB) prior to erecting such fence in accordance with Article VIII, Section 2.D.
 - (2) The Association maintains architectural control of all exterior designs and structures in accordance with Article VIII herein.
- C. Any dwelling as herein defined as started must be completed within one (1) year of obtaining its building permit, to include obtaining from the appropriate municipal authorities a Certificate of Occupancy.
- D. No exterior antennae, window air conditioners, or above ground fuel tanks shall be permitted on any Lot. Any communications / cable / TV satellite dish must be installed in such a manner where it is not visible from the street in front of the Lot.
- E. Nothing shall be stored by any Owner in the Common Area without the prior written consent of the Association, and no waste shall be committed in or to the Common Area.
- F. Vehicles: The unregulated use of vehicles can severely damage the appearance and aesthetics of a neighborhood. Therefore the following restrictions apply:
 - (1) Vehicles are restricted to licensed, operable automobiles, and minivans not to exceed 3/4-ton in capacity. Non-commercial, licensed, operable pick-up trucks are permitted up to one (1) ton capacity. Vehicles parked on a Lot must be in the driveway or on a concrete parking apron adjoining the driveway.
 - a. No vehicles shall be parked on unpaved areas of a Lot.
 - b. Recreational vehicles, trailers, boats, and boat trailers may be temporarily parked on a Lot for the purposes of “active” loading, unloading, minor maintenance, and cleaning. “Temporary Period of Time” shall mean “active on-going use” but not to exceed

- seven (7) days maximum without prior coordination and written approval from the Association.
- c. “Regularly Parked” shall mean “*non active*” loading, unloading, minor maintenance and cleaning exceeding seven (7) days without prior coordination and written approval from the Association.
 - d. Extensions by the Association beyond a “Temporary Period of Time” shall be allowed by exception only for good reason and unavoidable circumstances.
- (2) Pickup trucks over one (1) ton capacity, utility trailers, boats, and boat trailers must be garaged.
 - (3) Utility trailers (3/4-ton capacity maximum), boat trailers, and boats on trailers up to a maximum of twenty-four (24) feet (measured from front of trailer hitch to the rear limit of trailer/boat) may be stored adjacent to or behind the house, sufficiently screened from the street and all adjacent Lots, on a concrete apron adjoining the driveway. All screening and the concrete parking apron (similar to driveway) must receive prior written approval by the Association (Article VIII, Section 2.).
 - a. Sufficiently screened shall mean greater than 50% of trailer / boat must not be visible from the street or adjacent Lot.
 - b. Trailers / boats may not be stored / screened forward of the front edge of a house
 - c. Boats must be covered with a serviceable material or shrink-wrapped.
 - d. Only one (1) utility trailer or boat / trailer combination may be stored on any Lot at any one time.
 - (4) Recreational vehicles (RV) are not permitted to be regularly parked on any Lot.
 - (5) Tractors, buses, commercial vans, commercial trucks, and non-pickup trucks over ¾-ton capacity are not permitted to be regularly parked nor parked overnight on any Lot.
 - (6) No major vehicle maintenance or overhaul of ungaraged vehicles is permitted. No inoperable vehicle will be left on a Lot for greater than seven (7) days. Extensions by the Association beyond seven (7) days shall be allowed by exception only for good reason and unavoidable circumstances.
 - (7) Motorcycles, trail bikes, mopeds, go-carts, and other similar motorized vehicles may only be used for point-to-point transportation on established roadways, and are not permitted for use in the Common Areas and Conservation Area.
- G. No Lot may be divided, re-divided, or sub-divided, nor may any portion thereof be sold or otherwise transferred, except as an entity.
 - H. No Owner shall do or keep, or permit anything to be done or kept, on any Lot or in the Common Area, which will increase the rate of insurance on the Development or result in cancellation of insurance on any House or on any part of the Development without the prior written consent of the Association.
 - I. No sign of any kind shall be displayed to the public view on or upon any Lot or House thereon or in the Common Area without the prior consent of the Association, except:

ARTICLE V – USE AND OCCUPANCY; RESTICTIONS

- (1) One sign of not more than five (5) square feet is allowed to advertise the property for sale or rent.
 - (2) One sign or flag per political candidate is allowed for thirty (30) days prior to an election. Political signs and/or flags promoting a political candidate will be removed within ten (10) days following the announced outcome of the election.
 - (3) Celebratory signs (Birth Announcements, Birthday, Graduation, etc...) are allowed to be displayed for ten (10) days prior to and for ten (10) days following the event.
 - (4) Contractor signs not more than five (5) square feet may be displayed on a Lot during the time when work is being performed and up to seven (7) days after completion of work.
- J. Except for the use of temporary construction sheds or portable lavatories during the period of construction, no shed, trailer, tent, barn, or other temporary or moveable building shall be erected or permitted to remain on any Lot.
- K. No animals, livestock, or poultry of any kind shall be raised, bred, or kept upon any Lot or within any House thereon or in the Common Area, except that dogs, cats, or other household pets are permitted provided they are not kept, bred, nor maintained for commercial purposes.
- L. No more than a total combination of three (3) dogs and/or cats total shall be maintained at any residence at any given time. Animals must be properly managed so as not to be a nuisance to neighbors by barking or trespassing.
- M. The single-family dwelling built on each Lot shall contain a minimum of 1,700 square feet of interior heated living space for a one-story house and 2,100 square feet of interior heated living space for a two-story or greater house.
- N. No nuisances, as defined by York County ordinances, shall be allowed in or upon any Lot, House, the Common Area, or the Conservation Area, nor shall any use or practice be allowed which interferes with the peaceful occupancy and use of any House, the Common Area, or the Conservation Area by the Owners.
- O. No immoral, improper, offensive, or unlawful use shall be made of any Lot or House thereon or any part of the Common Area or Conservation Area.
- P. Houses may be rented by the Owner only if the House is occupied by the lessee and his immediate family, servants, and guests, and only if the minimum term of any such rental and occupancy shall be one (1) year. The lease must be in writing and must contain a covenant on the part of the lessees to abide by all provisions of this Declaration, its exhibits, any rules and regulations, and any amendments thereto which may subsequently be promulgated by the Association.
- Q. Except for the right of ingress and egress, the Owner shall use the Common Area and the Conservation Area only as may be allowed by the Association or expressly provided for herein.
- R. Holiday decorations / lights are permitted to be displayed on a lot and physically attached to the exterior of a house. These guidelines shall be followed for;
- (1) Holidays during November 1st through January 31st.
 - (2) No more than 30 days prior to and 15 days after other nationally recognized holidays.

- (3) Any decorative lights affixed to the exterior of the front side of a house or displayed for greater than 90 days will require an architectural review and approval from the Association.
- S. Solar Energy Collection Panels may be mounted on the roof of a house or shed.
 - (1) Solar energy collection panels / devices may not be installed at ground level on a Lot.
 - (2) Installation of solar panels on a lot must first be approved by the Association's Architectural Review Board (ARB) prior to installation.
 - (3) All solar panel collection devices must comply with established architectural standards and maintain harmony of external designs in relation to surrounding Lots, structures, topography and aesthetics of the overall Sommerville Development.
- T. Electric Vehicle (EV) home charging stations may be installed adjacent to the exterior side of the house or installed inside the garage.
 - (1) Charging stations may not be installed detached from the physical structure of the house.
 - (2) Commercial "Super" EV charging stations are not permitted on a Lot.
 - (3) Installation of an EV home charging station on the exterior of a house must first receive approval from the Association's Architectural Review Board (ARB) prior to installation.
- U. Clotheslines(s), defined as a "cord, rope or wire" affixed to a house, deck and or trees(s) from which laundered items are hung to dry or aired are not permitted. Portable "drying racks" defined as a "mobile apparatus from which laundered items may be hung to dry or aired," are allowed on a backyard patio or deck, not visible from the street in front of a Lot.

Section 2. Common Area and Conservation Area Restrictions.

- A. All persons using the Common Area and the Conservation Area do so at their own risk and sole responsibility. The Association does not assume responsibility for any occurrence, accident, nor injury in connection with such use. No Owner shall make any claim against the Association, its servants, agents, nor employees, for or on account of any loss or damage to life, limb, or property sustained as a result of or in connection with any such use. Each Owner shall hold the Association harmless from any and all liabilities and any action of whatsoever nature by any tenants, guests, invitees, or licensees of such Owner growing out of any such use, except where such loss, injury, or damage can be clearly proved to have resulted from and been proximately caused by the direct negligence of the Association or its agents, servants, or employees in the operation, care, or maintenance of the Common Area and the Conservation Area.
- B. Any damage to any portion of the Common Area, Conservation Area, or equipment therein caused by an Owner or such Owner's pets shall be repaired at the expense of the Owner.

Section 3. Buffers.

Scenic buffers are designated as a Common Area on the subdivision plats in the Development adjacent to Sommerville Road and Seaford Road. Except as permitted by York County, existing trees, shrubbery, and vegetation shall remain undisturbed within the scenic buffer and no structure, improvement, fences, storage, nor other use shall occur or be placed within the scenic buffer, except berms and additional landscaping placed by the Association at its discretion.

Section 4. Perpetual Preservation of Conservation Area.

- A. The Association, each Member, and each Owner covenants and agrees that the Conservation Area shall be maintained and preserved in perpetuity as a natural, undisturbed area. Existing trees, shrubbery, vegetation, and wildlife shall remain undisturbed within the Conservation Area. No structure, improvement, fences, storage, nor other use shall occur or be placed within the Conservation Area. However, the creation of an unpaved pathway or boardwalk to facilitate foot access to and through the Conservation Area for purposes of passive recreation activities only shall be permitted if all required regulatory authorizations are obtained.
- B. Passive recreation activities may include hiking, bird watching, and wildlife and nature observation, but shall not include hunting, discharge of firearms, motorized vehicles, and any activity that alters in any way the natural characteristics of the Conservation Area.

ARTICLE VI – ADMINISTRATION OF THE DEVELOPMENT

Section 1. Establishment of Association.

The administration of the Development, the maintenance, repair, replacement, and operation and general management of the Common Area and Conservation Area, and those acts required of the Association shall be vested in and be the responsibility of the Association. Such administration shall be pursuant to this Declaration, the Articles of Incorporation attached hereto as Exhibit A, and the Bylaws of the Association.

Section 2. Membership.

Each Owner, upon acquiring title to his Lot, shall automatically become a Member of the Association and shall remain a Member thereof until such time as his ownership of such Lot ceases for any reason, at which time his membership in the Association shall automatically cease. No person holding any lien, mortgage, or other encumbrance upon any Lot shall be entitled, by virtue thereof, to membership in the Association or to any of the rights and privileges of such membership.

Section 3. Voting.

- A. Each Owner is assigned one (1) vote for each Lot which may be cast by the Owner upon any call for a vote at any meeting of the Association.
- B. Where the ownership of a Lot is in more than one person, the person who shall be entitled to cast the vote of such Lot shall be the person owning such Lot who is present. If more than one person owning such Lot is present, then one (1) vote shall be cast only in accordance with the unanimous agreement of said Owners.

ARTICLE VI - ADMINISTRATION OF THE DEVELOPMENT

- C. Except where a greater percentage is required by this Declaration or by the By-Laws, the Owners representing more than fifty percent (50%) of the votes, in person, by proxy, or by absentee ballot, at one time at a duly convened meeting at which a quorum is present, is required to adopt decisions at any meeting of the Association. A quorum is defined here as one-tenth (1/10) of the total votes of the Association.
- D. No Owner may vote at any meeting of the Association or be elected to or serve on the Board of Directors for any period during which any assessment against his Lot remains unpaid, or the Association has perfected a lien against his Lot and the amount necessary to release such lien has not been paid at the time of such meeting or election.

Section 4. Powers of Association.

In the administration of the Development, the Association shall have, and is hereby granted, the authority and power to:

- A. Enforce the provisions of this Declaration and those of the By-Laws.
- B. Convey and acquire real and personal property
- C. Levy and collect assessments in the manner hereinafter provided.
- D. Create, adopt, promulgate, and enforce such Rules and Regulations and Architectural Guidelines governing the use of any Lot and any House thereon, the Common Area, and the Conservation Area, as the Board of Directors of the Association may deem to be in the best interest of the Development. Rules and Regulations and Architectural Guidelines may clarify and reasonably interpret existing provisions of the Declaration, but shall not add provisions or restrictions. A vote at the annual meeting of the Members, and in accordance with Article VI, Section 3, Paragraph C is required to adopt Rules and Regulations and Architectural Guidelines. The Rules and Regulations, Architectural Guidelines, and any revisions shall be provided to each Owner sixty (60) days prior to enforcement.
- E. Develop yearly budgets for review and adoption by the membership of the Association upon which total annual Lot assessments are based.
- F. Grant exclusive licenses, easements, permits, leases, or privileges to any individual or entity, including any non-Owners, which affect the Common Area such as to alter, add to, relocate, or improve the Common Area.

Section 5. Merger of Association.

- A. The Association, upon an affirmative majority vote of its Members, may merge or consolidate the Association with another association. Through such merger, the Association's properties, rights, and obligations may, by operation of law, be transferred to another surviving or consolidated association. Alternatively, the properties, rights, and obligations of another association may, by operation of law, be added to the properties, rights, and obligations of the Association as a surviving corporation pursuant to a merger.
- B. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration for the existing property and additions thereto together with the covenants and restrictions established upon any other properties as one plan. No such merger or consolidation, however, shall affect the revocation, change, or addition to the covenants established by this Declaration within the existing property as hereinafter provided.

Section 6. Management Agreement.

- A. The Association shall be authorized to enter into a management contract as it may deem necessary or desirable for the administration and operation of the Development, Each Owner agrees to be bound by the terms and conditions of all such management agreements.
- B. A vote greater than 50% of the total Membership of the Association, in person, by proxy, by absentee ballot, or by electronic vote, is required to contract for a third-party management agreement for the day-to-day administration and operations of the Development.
- C. The Association's Board of Directors shall provide oversight, governance and ongoing direction to the management company. The Association Covenants and By-Laws will be the governing documents and guidelines for the third-party management company.
- D. Any such agreement entered into with a third-party management company may be terminated at the end of the contract period, by the Board of Directors, or for good cause as defined in management agreement or contract, with a vote of a majority of Members present at a duly convened meeting at which a quorum is present.

ARTICLE VII – MAINTENANCE, REPAIR AND UPKEEP

Section 1. Duties of the Association:

- A. The Association shall cause the Common Area and the Conservation Area of the Development to be kept in good order, condition, and repair and in clean and sanitary condition and appearance in perpetuity unless and until the Board of Supervisors of York County, by ordinance, authorizes and approves revisions, and causes to be performed and furnished all the labor and materials which may at any time be necessary to accomplish the same.
- B. No repair or maintenance of the exterior of any portion of, or improvements upon, the Common Area, other than those of a minor nature as may be established from time to time by the Association, may be made by an Owner without the prior written consent of the Association.
- C. The Association shall maintain architectural control over the Development in accordance with Article VIII of this Declaration.
- D. The Association shall have the overall responsibility over matters relating to promoting the recreation, health, and welfare of the residents in the Development, including, but not limited to; grass cutting and landscaping, beautification of entrance, sprinkler systems, storm water retention, pond management; and providing street lighting, security devices, and protection of the owners and the Development where necessary in the opinion of the Association, when not provided by a public authority.

Section 2. Duties of Owner: Maintenance and Upkeep of Lots.

- A. Owners shall keep and maintain their Lot, the exterior of house, garage, shed, porches, decks, patios, gazebos, pergolas, fences and all other structures in a reasonably good state of repair, condition and aesthetically pleasing appearance.
- B. Routine maintenance of exterior structures on a lot may include but are not limited to repairing, replacing, painting, and power washing; faded exterior shutters, front porch rails, house trim, removal of mold from siding, gutters, roof shingles, windows, window frames, window screens, wooden decks, front and backyard porches / porch screens, fences and any other necessary repairs and proper maintenance to correct unsightly conditions on a lot.
- C. Owners shall maintain Lots and all landscaping in a neat, trimmed, reasonably attractive, and free of all fallen debris, trash, and other unsightly conditions. This includes but is not limited to;
 - (1) Maintaining lawns within a reasonable height, (six (6) inches maximum), weeding front / side / backyards so as not to become visibly unsightly or overgrown.
 - (2) Removing fallen debris from trees or shrubs (branches and leaves) in a reasonably timely manner but not to exceed thirty (30) days.
 - (3) Maintaining flower beds, mulched areas, walkways, patios, and driveways free of weeds, debris and other unsightly growth.
- D. When an Owner is formally notified by the Association that required maintenance or upkeep is necessary to bring the Lot into compliance within these guideline and standards, the Owner shall communicate with the Association for a reasonable timeline to resolve the issue of non-compliance. If the issue involves just landscape maintenance and upkeep (i.e. lawn, weeds, removal of debris, etc...) then the Owner shall take corrective action within seven (7) days upon formal notice to bring the Lot into compliance.

Section 3. Reserve Fund.

The Association shall establish a reserve fund for the maintenance and replacement of the Common Area and preservation of the Conservation Area that it maintains. Such a reserve fund shall set aside monies for the replacement of certain items. The reserve fund shall be funded out of the annual assessment in such amounts as may be determined in accordance with Article IX hereof.

Section 4. Association Failure to Maintain.

Should the Association or any successor organization, at any time after establishment of the Common Area and the Conservation Area, fail to maintain the Common Area or the Conservation Area in reasonable order and condition in accordance with plats and plans approved by York County, then York County may serve notice in writing upon the Association or its successor or upon the Owners within the Development, setting forth the manner in which the Association has failed to maintain the Common Area in reasonable condition. Remedies may be determined by the County in accordance with York County ordinances.

ARTICLE VIII – ARCHITECTURAL CONTROL

Section 1. Architectural Review Board.

- A. The Association specifically reserves the right to act as or appoint and maintain an Architectural Review Board (ARB) or committee for the purpose of setting building guidelines, standards and restrictions for the construction, repair, maintenance, or replacement of Houses and its external structures on the Property / Lot or any additional land submitted thereto in accordance with this Declaration.
- (1) The architectural review committee shall be comprised of three (3) or more Members appointed by the Board of Directors.
 - (2) The intent of architectural control and review is to maintain harmony of external designs in relation to surrounding Lots, structures, topography and aesthetics of the overall Sommerville Development.
 - (3) ARB committee members and Owners shall follow the Guidelines, Standards and Restrictions set forth in Article VIII Sections for new construction, repair, maintenance, replacement and additions to the new and existing; houses, sheds, decks, porches, pergolas, gazebos and other structures on the Lot.
- B. Restrictions promulgated under this section shall be in accordance with this Declaration and the York County zoning ordinance. Such building restrictions may include, but shall not be limited to; set-back lines, style requirements, siding and exterior paint color designations, landscaping regulations, and square footage requirements.

Section 2. Generally.

- A. All ARB requests will conform to the like materials, architecture, style, color, and quality of construction established by the Association in support of maintaining the attractiveness, aesthetics, quality, integrity as well as protecting and enhancing property values of the Sommerville Development.
- B. No construction, installation, changes or alterations shall commence until one set of plans with specifications and Lot development diagrams(s) are submitted to the ARB Committee detailing the nature, kind, shape, height, materials, location, style / design and color. Once ARB approval is received in writing, via electronic media or USPS mail, requested work may begin.
- C. Changes requiring approval include;
- (1) Additions to house (external), shed, porch, deck, gazebo, pergola, and other external structures must have an appearance similar to the house (such as shingles, siding, roof pitch, door style and color).
 - (2) Change or alterations in any exterior color to include siding, trim, doors, shutters and roofing.
 - (3) Sheds must have an appearance similar to the House (such as shingles, siding, roof pitch and door style).
 - (4) Metal storage sheds, buildings, carports or any like structures shall not be permitted on any lot.

D. Fence and screening guidelines and standards include;

- (1) Wooden fences up to four (4) in height feet shall be permitted in the rear on any Lot. Any fence greater than four (4) feet in height shall require ARB approval prior to installation. The rear yard is defined as the yard behind the rear corners of the House.
- (2) Maximum height of fences: six (6) feet.
- (3) Any fence forward of the rear corners of the House requires approval prior to installation regardless of type and height.
- (4) All fences and screening (Article V, Sec F.(3) a) must remain in harmony of external design, color of House and Lot location in relationship to surrounding Lots, Houses, structures and topography as determined by the Association or ARB Committee.
- (5) Types of acceptable fences and screening;
 - a. Wooden
 - b. Aluminum style
 - c. Vinyl
 - d. Composite
- (6) No chain link fences or screening, pot or livestock pens, or dog runs shall be permitted on any Lot.
- (7) No fence or screening may be located where it will potentially restrict or obstruct a driver's vision approaching an intersection.
- (8) Children's backyard playsets, swings and like structures are exempt from architectural review.
- (9) Pools are exempt from architectural review except that;
 - a. Must comply with all County and Virginia State codes.
 - b. Fences surrounding a pool still require architectural review and approval prior to installation.
 - c. Any adjoining deck or structure surrounding a pool will require architectural review and approval prior to installation.

E. Any such change(s) shall be made at the Owners expense.

F. There are three (3) acceptable methods in which an Owner may submit a formal written ARB request to the Association:

- (1) Primary; Via electronic email (address per Association By-Laws, Article I).
 - a. Formal requests for architectural review may be submitted electronically via email and will be considered received once a member of the Association Board of Directors or ARB Committee acknowledges receipt of an Owner's request via the same electronic media.
 - b. If the Owner does not receive an electronic confirmation of the ARB request submitted, the Owner's request is not considered to have been formally received by the Association.

- (2) Secondary; Via the U.S. Postal Service (USPS) to the Associations permanent mailing address (address per Association By-Laws, Article I).
 - (3) Acceptable; Via hand delivery to an ARB Committee member or one of the Directors.
 - (4) The Association, in all cases, shall acknowledge each ARB request either via electronic media (as received or listed on ARB request) or by USPS mail.
- G. If an Owner has not received a formal response, either an approval or disapproval, within thirty (30) days after sending an ARB request to the Association (ART VIII, Sec 2.F.), then the Owner must resubmit request with all required documentation via USPS registered mail with return receipt requested. If a formal response from the Association is not received either approving or disapproving the requested change within fifteen (15) days from the date of Owner's registered mail signed receipt, then, by default, the ARB request is approved. Additional communication with the BOD or ARB Chairperson via electronic means or phone is highly encouraged.

Section 3. Conformity of Maintenance, Style and Materials

All repairs, painting, replacements, and maintenance, whether made by Owners or the Association, to the doors, windows, roofs, fences, gates, or the exterior surface of a House or any building, or to any generally visible portion of the Common Area, shall be carried out in such a manner so as to conform to the materials, architecture, style, color, and quality of construction established by the Association.

Section 4. Liability of Owner.

Should an Owner undertake unauthorized additions and modifications to a House or other structure, as specified above, or should an Owner cause any damage to the Common Area, the Association may undertake such repairs, replacements, or maintenance needed for compliance with the provisions hereof, and levy a special assessment for the cost thereof against said Owner. In the event an Owner threatens to or violates the provisions hereof, the Association shall also have the right to proceed in a court of equity for an injunction to seek compliance with the provisions hereof.

ARTICLE IX - ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

- A. The Association, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association the following assessments to be established and collected as hereinafter provided:
- (1) Annual or semi-annual assessments or charges.
 - (2) Special assessments for capital improvements.

- B. The assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on and be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with 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.

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 Development, and for the improvements and maintenance of the Common Area and Conservation Area.

Section 3. Amount of Annual or Semi-Annual Assessment.

- A. Each owner of a lot with a dwelling thereon shall pay assessments as herein defined beginning the first day after closing (pro-rated).
- B. The Board of Directors may fix the annual or semi-annual assessment at an amount established according to this Section. The annual or semi-annual assessment may not be increased above ten percent (10%) without a vote of two-thirds (2/3) of the Members who are voting in person, by proxy, or by absentee ballot, at a meeting duly called for this purpose. The meeting shall have a quorum as defined in Article IX, Section 5.
- C. The Board of Directors may increase the annual or semi-annual assessment by ten percent (10%) or less without a vote of the membership.
- D. Assessments shall be mailed to Members thirty (30) days prior to the due date.

Section 4. Special Assessments for Capital Improvements.

- A. In addition to the 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, or any permitted improvement within the Conservation Area, including fixtures and personal property related thereto.
- B. Any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person, by proxy, or by absentee ballot, at a meeting duly called for this purpose.
- C. The meeting shall have a quorum as defined in Article IX, Section 5.

Section 5. Notice and Quorum for any Action.

- A. Written notice of any meeting called for the purpose of taking any action authorized under Sections 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.
 - (1) At the first such meeting called, the presence of members, of proxies, or of absentee ballots entitled to cast sixty percent (60%) of all the votes shall constitute a quorum.

(2) 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 thirty percent (30%). This subsequent meeting shall be held within sixty (60) days of the preceding meeting.

B. If the required quorum is not present at the subsequent meeting, then the entire process defined in this section shall be repeated.

Section 6. Uniform rate of Assessment.

Except as otherwise indicated herein, annual or semi-annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Assessments: Due Dates.

A. The annual or semi-annual assessments provided for herein shall commence as to all Lots on the date as specified in Section One hereof. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year.

B. The Board of Directors shall fix the assessment period or periods. Written notice of the assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors.

C. 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 Non-payment of Assessments: Remedies of the Association.

A. Assessments shall be mailed to Members thirty (30) days prior to the due date.

B. Any Assessment not paid after the due date will be charged a maximum of 10% late fee of assessment due.

C. Any assessment not paid after the due date shall be subject to a late fee and bear interest from the due date at the rate of twelve percent (12%) per annum.

D. If an assessment is not paid within sixty (60) days after the due date, the Association may bring an action at law (such as a Warrant in Debt or Motion for Judgment with reasonable attorney's fees and court costs) against the Owner personally obligated to pay the same, or foreclose the lien against the property.

E. No Owner may waive or otherwise escape liability for the assessments provided for herein, by abandonment of the Owner's Lot.

F. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

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 deed of trust. Sale or transfer of any Lot shall not affect the assessment lien.

ARTICLE X – INSURANCE PROCEEDS; RESTORATION AND REPAIR

Section 1. Insurance Trustees; Shares of Proceeds.

- A. All insurance policies purchased by the Association shall be for the benefit of the Association, the Owners, and the Mortgagees, as their interest may appear, and shall provide that all proceeds from any casualty shall be paid in trust to the Association. Such proceeds as are paid shall be held in trust for the purposes hereinafter set forth and for the benefit of the Owners and Mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee.
- B. Proceeds on account of damage to the Common Area or Conservation Area shall be held as undivided shares for each Owner and his Mortgagee, such shares being equal to the undivided share of such Owner in the Association appurtenant to his Lot ownership; provided, however, that to the extent that any Common Area damaged serves less than all of the Lots within the Development, any proceeds shall be held as undivided shares for the Owners and Mortgagees of the Lots thus affected.

Section 2. Restoration.

Except as otherwise provided herein, all insurance proceeds from any damage to improvements upon the Common Area or Conservation Area shall be used to repair or replace such Common Area or to restore the Conservation Area.

Section 3. Conduct of Restoration.

Any reconstruction, restoration, or repair must be substantially in accordance with the plans and specifications for the original improvements made to the Common Area, or with natural conditions in the case of the Conservation Area, subject to such minor alterations as are approved by the Board of Directors of the Association. Immediately after determination has been made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction, restoration, or repair, the Association shall obtain reliable and detailed estimates of the cost of rebuilding, restoring, or repairing.

Section 4. Inadequate Insurance.

- A. Notwithstanding the obligation to procure replacement value insurance, if the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction, restoration, and repair by the Association under Section 2 above, or if at any time during reconstruction, restoration, and repair, or upon completion of reconstruction, restoration, and repair, the funds for the payment of the costs thereof are insufficient, the Association may levy special assessments against all Owners in the case of damage to the Common Area or Conservation Area in sufficient amounts to provide funds for the payment of such costs. The assessments due to damage to the Common Area or Conservation Area other than buildings, shall be assessed against all Owners at a uniform rate.
- B. If any portion of the assessments levied by the Association in accordance with Section 4, Paragraph A above shall remain after payment of all costs of reconstruction, restoration and repair, the Association shall return such surplus to the Owners who were assessed.

ARTICLE XI – AMENDMENT TO DECLARATION

Section 1. General Provisions.

Except as provided herein, the provisions of this Declaration may be amended by an instrument in writing signed and acknowledged by the owners of record of two-thirds (2/3) of the Lots in the Development, which amendment shall be effective upon recordation thereof in the Clerk's Office of the Circuit Court for York County, Virginia.

Section 2. Preservation and Maintenance of Conversation Area.

The responsibilities of the Association to preserve and maintain the Conservation Area in its natural state in perpetuity may not be changed or altered without the express written approval and consent of the United States Army Corps of Engineers to the written instruments described herein.

ARTICLE XII – MORTGAGEE RIGHTS

Section 1. Generally.

- A. The Association shall provide written notification of any default by an Owner of any Lot of such Owner's obligation to the Association which is not cured within thirty (30) days to any first mortgagee or first deed of trust holder.
- B. Any first mortgagee who comes into possession of a Lot pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, shall be responsible for the payment of any claims for unpaid assessments or charges against the mortgaged House which accrue prior to the time such holder comes into possession of the Lot (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Houses, including the mortgaged House).
- C. Unless at least seventy-five percent (75%) of the Owners (based upon one vote for each Owner) of individual Lots 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 Owner. 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 that may be levied against an Owner.
 - (3) By act or omission change, waive, or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of Houses, the exterior maintenance of Houses, the maintenance of the party walls or common fences and driveways, or the upkeep of lawns and plantings.

- (4) Fail to maintain fire and extended coverage insurance on the Common Area on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurance value (based on current replacement cost).
- (5) Use hazard insurance proceeds for losses to any Common Area for other than the repair, replacement, or reconstruction of such improvements.
- D. First mortgagees and Owners shall have the right to examine the books and records of the Association.
- E. First mortgagees of Lots may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Common Area and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such property. 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 between the first mortgagees of Lots and the Association.
- F. No provision of the Articles of Incorporation of the Association, or the Declaration of Covenants, Conditions, and Restrictions, or any similar instrument pertaining to Lots or Common Area shall give an Owner or any other party priority over any rights of first mortgagees of Lots pursuant to their mortgages in the case of a distribution to the Owners of insurance proceeds or condemnation awards for losses to or taking of Common Area or Properties.

ARTICLE XIII – MISCELLANEOUS PROVISIONS

Section 1. Covenants Running with the Land.

All provisions of this Declaration shall be construed to be covenants running with the Property and with every part thereof and interest therein including, but not limited to, every Lot and the appurtenances thereto. Every Owner and his heirs, personal representatives, successors and assigns, shall be bound by all of the provisions of this Declaration.

Section 2. 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.

Section 3. Severability.

The provisions hereof shall be deemed individual and severable and the invalidity or partial invalidity or unenforceability of any one provision or any portion thereof shall not affect the validity or enforceability of any other provision hereof.

Section 4. Gender and Grammar.

The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

Section 5. Form of Ownership.

Each Lot shall for all purposes constitute a separate parcel of real estate that, subject to the terms of this Declaration, may be owned in fee simple.

Section 6. Headings.

All headings in this document are inserted solely for convenience of reference, and none of them constitutes a part of this document or affects its meaning, construction, or effect.

Section 7. Effective Date.

This Declaration shall take effect upon recordation.

Section 8. Provisions of Declaration for Benefit of Owner and Mortgagees.

The provisions of the Declaration, and all exhibits thereto, requiring the Association to maintain the Common Area and Conservation Area, collect assessments, maintain insurance, and make any repairs, and all restrictions of the Declaration and exhibits thereto, are intended to be for the benefit of Association, Owner, and Mortgagee and may be enforced by any of them.

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ARTICLES OF INCORPORATION FOR
SOMMERVILLE HOMEOWNER'S ASSOCIATION, INC.

Pursuant to Chapter 10 of Title 13.1 of the Code of Virginia, the undersigned states as follows:

Article I – Name

The name of the Corporation is: Sommerville Homeowner's Association, Inc.

Article II-Purpose

The purpose of the Corporation is to organize and run a homeowners association known as the Sommerville Homeowner's Association.

Article III –Membership

The Corporation shall have as members all owners of property in the Sommerville Homeowner's Association.

Article IV– Directors

The Directors shall be elected by the members.

Article V-Registered Agent

The initial registered agent is: Paul E. Thomas, Esq.

The initial registered agent is a resident of Virginia and a member of the Virginia State Bar

Article VI-Address of Initial Registered Office

The address of the initial registered office is identical to the business address of the initial registered agent, which is:

Thomas, Adams & Associates, P.C.
4176 S. Plaza Trail, Suite 128
Virginia Beach, VA 23452

The registered office is located within the City of Virginia Beach, VA 23452

Article VII-Initial Directors

The initial directors are:

Name	Address
Paul Barnard	113 Sir John Way, Seaford, VA 23696
Geoff Swanson	308 Ludlow Drive, Seaford, VA 23696
Chris Betcher	307 Ludlow Drive, Seaford, VA 23696

Article VII-Tax Language

The Corporation does not contemplate pecuniary gain or profit to the members thereof. No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, trustees, officials, officers, directors or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for goods and services rendered.

Article IX-Powers

The Corporation shall have all the powers contained in the Virginia Non-stock Corporation Act, per Chapter 10 of Title 13.1 of the Code of Virginia.

Article X-Amendment

These Articles may be amended pursuant to the Virginia Non-Stock Corporation Act, per Chapter 10 of Title 13.1 of the Code of Virginia.

Subscribed and signed by me, the incorporation, on this 1st day of January, 2022

Paul L. Barnard
Signature of Incorporator

Paul L. Barnard
Printed Name of Incorporator

113 Sir John Way, Seaford, VA 23696
Address of Incorporator

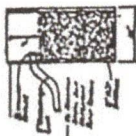
(757) 917-8705
Phone of Incorporator

OVERALL PLAT SOMMERVILLE

ST. JOHN WAY - Sect. 1-B

TYPICAL PAVEMENT SECTION

50' a/w



DETAILS

- 1. Subgrade
- 2. 4" Bit. Surf. Course
- 3. 4" Base Course
- 4. 2" Sand
- 5. 2" Gravel
- 6. 2" Gravel
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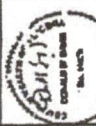
REVERSED PAVEMENT

SOMME

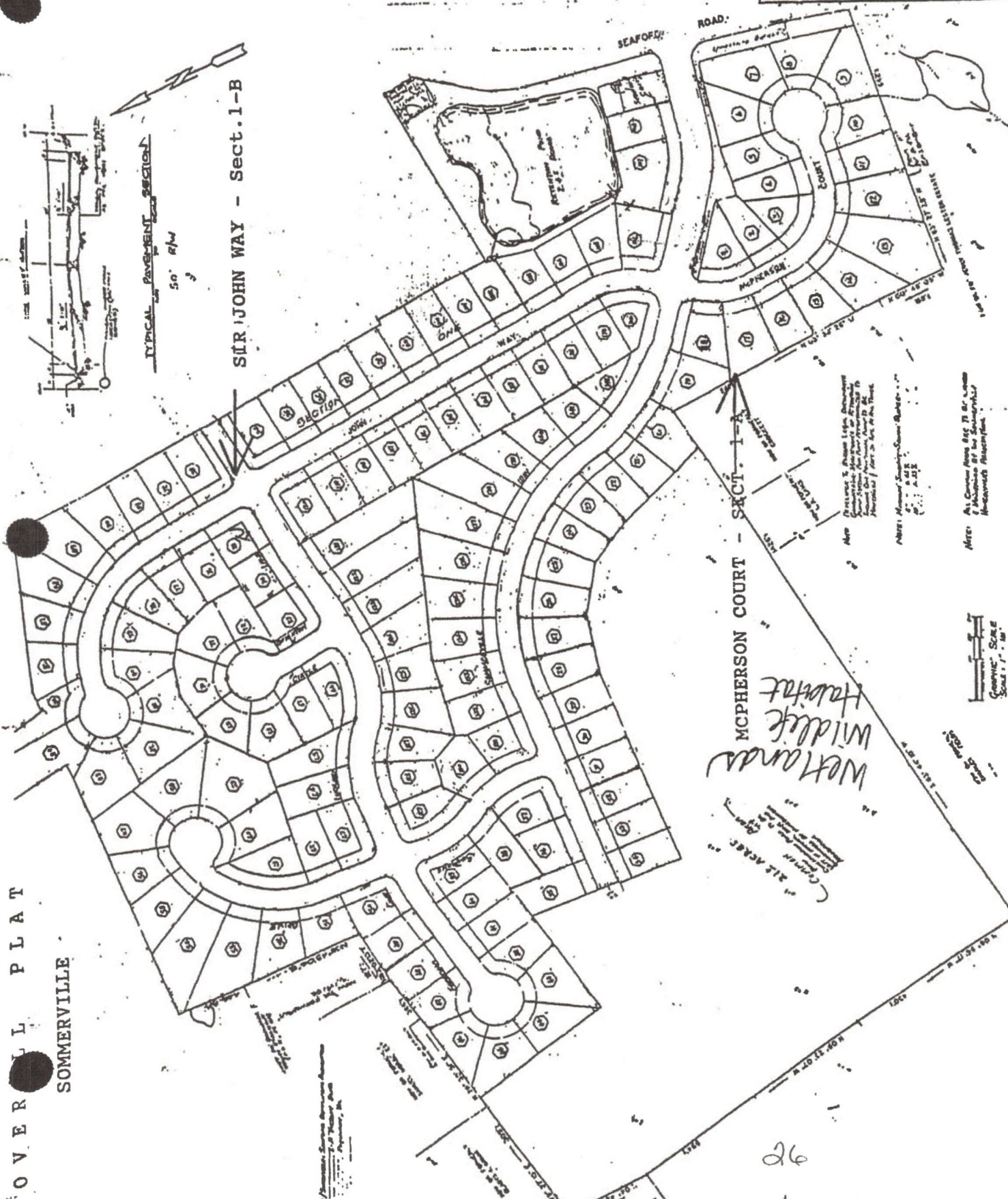
COUNTY OF

SP. 11.1 F. 100'

DAVI
LAND
4033
GRAD



SHEET 1



Plat Book 12/96 86

63

SUBDIVISION PLAT OF
SOMMERVILLE
SECTION TWO-A
COUNTY OF YORK, VIRGINIA
DATE: 1 DECEMBER 1993
DAVIS & ASSOCIATES
SURVEYORS - PLANNERS
4033 GEORGE WASHINGTON
MEMORIAL HIGHWAY
YORKTOWN, VIRGINIA 23692

SCALE: 1" = 100'
GRAPHIC SCALE
0 50 100 200
SHEET 1 OF 2

—SYMBOLS—
DENOTES HIGHWAY BUILDING
SETBACK LINE
DENOTES DRAINAGE & UTILITY
EASEMENT HEREBY CONVEYED
TO YORK COUNTY
DENOTES DRAINAGE & UTILITY
EASEMENT HEREBY CONVEYED
TO YORK COUNTY
DENOTES IRON PIPE FOUND
DENOTES IRON PIPES TO BE
JUNCTURES
DENOTES CONCRETE MONUMENT
FOUND
DENOTES CONCRETE MONUMENT
TO BE SET

APPROVED
YORK COUNTY BOARD OF SUPERVISORS
BY: *[Signature]*
PLAT-APPROVING AGENT
DATE: *August 1, 1994*

STATE OF VIRGINIA
IN THE CLERK'S OFFICE OF THE CIRCUIT
COURT FOR THE COUNTY OF YORK
THIS MAP WAS
PRESENTED AND ADMITTED TO RECORD AS
THE LAW DIRECTS IN PLAT BOOK 12
PAGE 86
TESTE: *Donald W. Davis*
BY: *Donald W. Davis*

NOTE: PROPERTY SHOWN HEREON IS LOCATED IN ZONE X
AS SHOWN ON FLOOD INSURANCE RATE MAP
COMMUNITY PANEL NUMBER 51012 9819 B,
EFFECTIVE DATE: DECEMBER 16, 1993.
NOTE: NONE OF THE AREA CONTAINED IN THIS
SUBDIVISION IS WITHIN A RESERVATION PROTECTION
AREA OR RESOURCE MANAGEMENT AREA.
NOTE: SIGHT EASEMENTS AT EACH STREET INTERSECTION TO
ADJACENT TRACTS ARE HEREBY CONVEYED TO THE
COUNTY OF YORK, VIRGINIA, TO THE PROVISIONS OF
SECTION 20.5-101, YORK COUNTY CODE, AND TO
PLANTING, STREETS, DRAINAGE, AND UTILITY
THREE(3) FEET AND SIX(6) FEET IN HEIGHT SHALL
BE ALLOWED WITHIN THESE EASEMENTS. THESE
EASEMENTS SHALL BE CONVEYED TO THE COUNTY OF
YORK, VIRGINIA, AT ANY TIME TO
ENTER IN TO THE SIGHT EASEMENT AREA TO REMOVE
ANY OBSTACLE, MATERIAL OR OTHER OBSTRUCTION
THAT HINDERS LIGHT SIGHT ACROSS THE AREA.

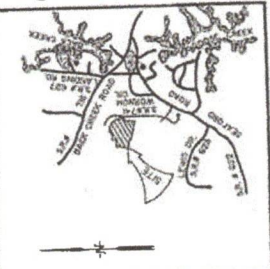
TAX MAP 25 PARCEL 13 B

CURVE DATA TABLE				CH. BEARINGS	
NO.	DELTA	RADIUS	TANGENT	LENGTH	CHORD
1	22° 02' 31"	240.00'	46.74'	92.38'	N 73° 57' 00" E
2	22° 02' 31"	298.00'	56.40'	111.56'	N 73° 57' 00" E
3	05° 56' 38"	240.00'	12.46'	24.09'	S 68° 54' 01" V
4	50° 03' 44"	298.00'	135.87'	253.13'	S 87° 56' 07" V
5	17° 05' 43"	240.00'	36.18'	71.82'	N 73° 57' 33" V
6	17° 04' 33"	298.00'	44.93'	88.96'	S 73° 50' 48" E
7	17° 34' 35"	240.00'	37.10'	73.68'	S 73° 50' 48" E
8	91° 49' 54"	25.00'	25.74'	40.00'	N 49° 31' 27" E
9	88° 19' 06"	25.00'	24.28'	38.34'	N 40° 28' 32" V
10	24° 23' 04"	240.00'	52.22'	102.04'	N 08° 25' 32" V
11	108° 49' 29"	25.00'	30.23'	43.99'	S 45° 22' 01" V
12	105° 05' 58"	25.00'	33.24'	46.29'	N 38° 04' 43" V
13	62° 14' 48"	25.00'	15.09'	27.16'	S 36° 09' 07" E
14	44° 42' 02"	25.00'	16.28'	19.93'	N 17° 59' 17" E
15	286° 56' 47"	66.00'	—	300.48'	—
16	50° 00' 00"	25.00'	25.00'	33.35'	N 39° 58' 06" E
C-1	22° 02' 31"	240.00'	51.61'	101.95'	N 73° 57' 00" E
C-2	50° 00' 44"	265.00'	123.60'	231.31'	S 87° 56' 07" V
C-3	17° 34' 35"	265.00'	40.97'	81.29'	S 73° 50' 48" E

LOT AREA : 7.5488 ACRES
R/W AREA : 1.3901 ACRES
TOTAL SUBDIVIDED AREA : 8.9389 ACRES

NOTE: THE RECORDATION OF THIS PLAT SHALL
OPERATE TO CONVEY TO THE COUNTY OF YORK, VIRGINIA,
THE EASEMENTS SHOWN HEREON TO THE PROVISIONS OF
SECTION 20.5-101, YORK COUNTY CODE, AND TO
PLANTING, STREETS, DRAINAGE, AND UTILITY
THREE(3) FEET AND SIX(6) FEET IN HEIGHT SHALL
BE ALLOWED WITHIN THESE EASEMENTS. THESE
EASEMENTS SHALL BE CONVEYED TO THE COUNTY OF
YORK, VIRGINIA, AT ANY TIME TO
ENTER IN TO THE SIGHT EASEMENT AREA TO REMOVE
ANY OBSTACLE, MATERIAL OR OTHER OBSTRUCTION
THAT HINDERS LIGHT SIGHT ACROSS THE AREA.

PRIMARY GEOMETRIC CONTROL MONUMENTS
A 3 1/4" DISK IN CONCRETE, APPROXIMATELY 2' BELOW THE GROUND
SURFACE, STAMPED "STATION NO. 79" AND "1993" LOCATED AT THE
END OF ROUTE 775, 775' SOUTH OF THE SOUTH OF THE EDGE OF
COORDINATES-U.S.SURVEY FEET-1285385.6634CZ, 360347.0964H
A 3 1/4" DISK IN CONCRETE, APPROXIMATELY 1' BELOW THE GROUND
SURFACE, STAMPED "STATION NO. 80" AND "1993" LOCATED AT THE
SOUTHEAST OF THE EDGE OF PAVED DRIVE, 11' SOUTH OF THE
IN BETWEEN MONUMENT 12 AND MONUMENT 13, 11' SOUTH OF THE
COORDINATES-U.S.SURVEY FEET-1285385.6634CZ, 360347.0964H
NOTARY PUBLIC CERTIFICATION FOR RORY W. WEST-
I, RORY W. WEST, A NOTARY PUBLIC IN AND
FOR THE STATE OF VIRGINIA, DO HEREBY
CERTIFY THAT THIS SUBDIVISION PLAT HAS
BEEN PRESENTED TO ME BY THE SURVEYORS
AND THAT THE SAME REPRESENTS THE TRUE
AND CORRECT INTENT OF THE PARTIES
WHO HAVE CAUSED THE SAME TO BE
RECORDED IN THE OFFICE OF THE CLERK
OF THE CIRCUIT COURT OF THE COUNTY
OF YORK, VIRGINIA, ON DECEMBER 1, 1993.
NOTARY PUBLIC
RORY W. WEST
11220 LEE ROAD
YORKTOWN, VIRGINIA 23692
EXPIRES: JANUARY 24, 1994



VICINITY MAP
SCALE: 1" = 2,000'
GRAPHIC SCALE
0 100 200 300 400 500 600 700 800 900 1000

THE PLATTING OF THE LAND HEREON SHOWN IS
WITH THE FREE CONSENT AND IN ACCORDANCE
WITH THE DESIRES OF THE UNDERSIGNED OWNERS,
PROPRIETORS, AND TRUSTEES IF ANY.

[Signatures and Dates]
RORY W. WEST, PRESIDENT
SEAFORD DEVELOPERS, INC. & ASSOCIATES
12/1/93
J. L. DAVIS, JR., VICE PRESIDENT
DAVIS & ASSOCIATES
12/1/93
J. L. DAVIS, JR., VICE PRESIDENT
DAVIS & ASSOCIATES
12/1/93

NOTARY PUBLIC CERTIFICATION FOR TRUSTEES
STATE OF VIRGINIA TO WIT:
I, J. L. DAVIS, JR., A NOTARY PUBLIC IN
AND FOR THE STATE OF VIRGINIA, DO HEREBY
CERTIFY THAT THE TRUSTEES OF SEAFORD
DEVELOPERS, INC. & ASSOCIATES, WHOSE
CERTIFICATE IS JOINED TO THE FOREGOING WRITING
HAVE ACKNOWLEDGED THE SAME BEFORE ME IN
MY JURISDICTION AND THAT THE SAME
WAS SIGNED BY THEM IN THE PRESENCE OF
ME AND TWO OTHER TRUSTEES OF SEAFORD
DEVELOPERS, INC. & ASSOCIATES, AND
THAT THE SAME REPRESENTS THE TRUE
AND CORRECT INTENT OF THE PARTIES
WHO HAVE CAUSED THE SAME TO BE
RECORDED IN THE OFFICE OF THE CLERK
OF THE CIRCUIT COURT OF THE COUNTY
OF YORK, VIRGINIA, ON DECEMBER 1, 1993.
NOTARY PUBLIC
J. L. DAVIS, JR.
12/1/93
EXPIRES: 9-2-97

TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL
THE REQUIREMENTS SET FORTH IN THE DISTRICT
FOR APPROVING PLATS OF SUBDIVISION HAVE
BEEN COMPLIED WITH. I HAVE NOTED THE
COMPLIANCE OF THE PLAT WITH THE
LAW, INCLUDING A CLOSURE OF NOT LESS THAN
1" / 32,000". THIS IS TO CERTIFY IN THE NAME OF
THE STATE OF VIRGINIA, THAT A VIRGINIA CORPORATION,
SEAFORD DEVELOPERS, INC. & ASSOCIATES, HAS
AND WAS ACQUIRED FROM SEAFORD DEVELOPERS ASSOCIATES,
A VIRGINIA GENERAL PARTNERSHIP, WHOSE INTEREST
WAS ACQUIRED BY THE TRUSTEES OF SEAFORD
DEVELOPERS, INC. & ASSOCIATES, IN THE COUNTY OF
YORK, VIRGINIA, IN DEED BOOK 714, PAGE 234.

I CERTIFY THAT MONUMENTS AND IRON PIPES AS SHOWN
ON THIS PLAT WILL BE SET ON OR BEFORE DECEMBER
1, 1994.

UTILITY NOTES
WATER : EACH LOT WITHIN THIS SUBDIVISION
IS SERVED BY PUBLIC WATER SUPPLIED
BY THE CITY OF NEWPORT NEWS, VIRGINIA.
SEWER : EACH LOT WITHIN THIS SUBDIVISION
IS SERVED BY PUBLIC SEWER PROVIDED
BY THE COUNTY OF YORK, VIRGINIA.



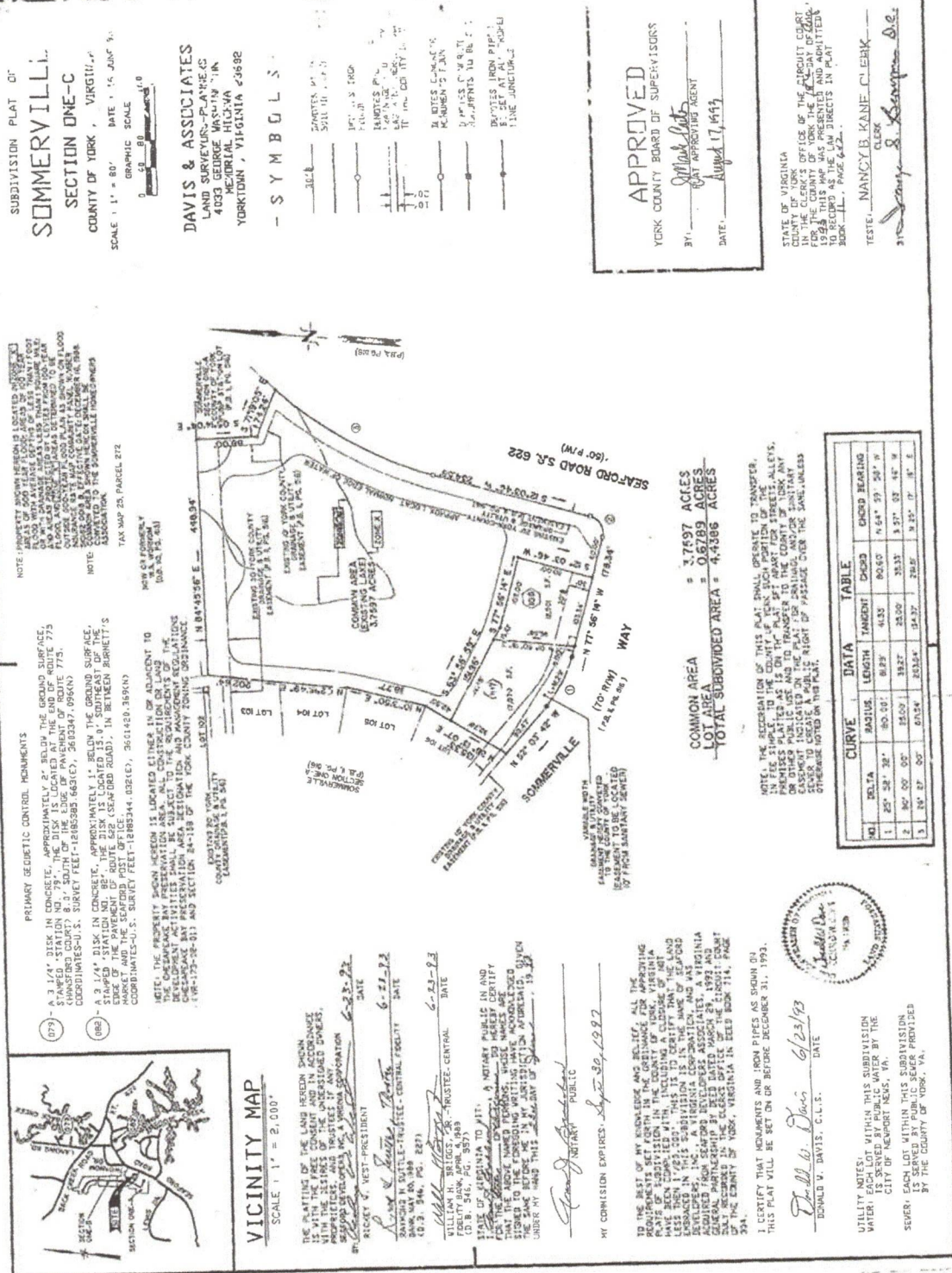


EXHIBIT B-7

SUBDIVISION PLAT OF
SOMMERVILLE
SECTION TWO-B
COUNTY OF YORK, VIRGINIA
DATE 10 OCTOBER 1994
DAVIS & ASSOCIATES
SURVEYORS - PLANNERS
4033 GEDRIDGE WASHINGTON
MEMORIAL HIGHWAY 23692
YORKTOWN, VIRGINIA

SCALE 1" = 100'

GRAPHIC SCALE
0 50 100 200

SHEET 3 OF 4

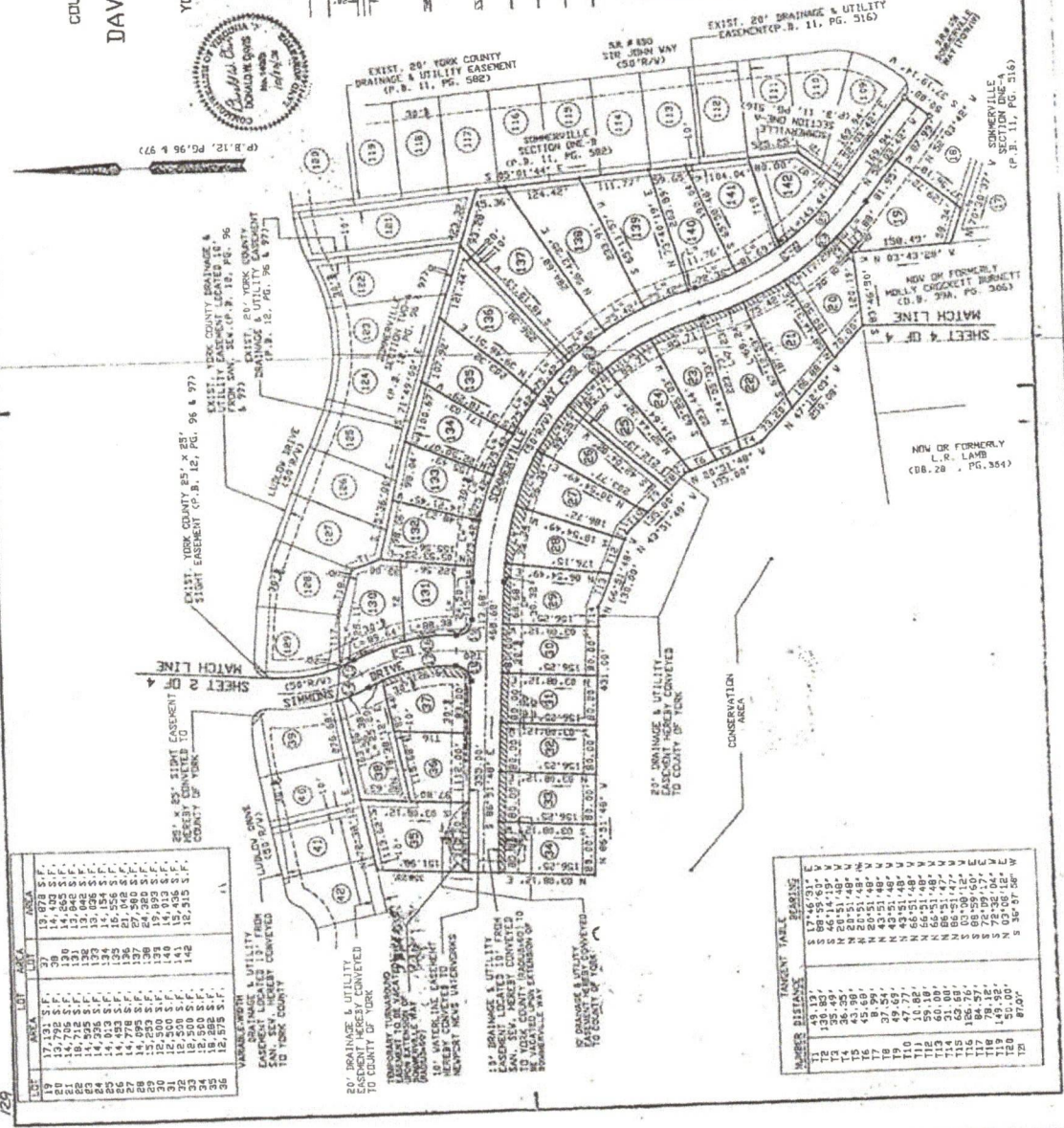
SYMBOLS

- DENOTES MINIMUM BUILDING SETBACK LINE
- DENOTES DRAINAGE & UTILITY EASEMENT HERETOBY CONVEYED TO YORK COUNTY
- DENOTES WATERLINE EASEMENT HERETOBY CONVEYED TO YORK COUNTY
- DENOTES DRAINAGE & UTILITY EASEMENT LOCATED 10' FROM SAN. SEW. HERETOBY CONVEYED TO YORK COUNTY
- DENOTES IRON PIPE FOUND
- DENOTES IRON PIPES TO BE SET AT ALL PROPERTY LINE
- DENOTES CONCRETE MONUMENTS FOUND
- DENOTES CONCRETE MONUMENTS TO BE SET

APPROVED
YORK COUNTY BOARD OF SUPERVISORS

BY: *[Signature]*
DATE: *February 23, 1995*

STATE OF VIRGINIA
COUNTY OF YORK OFFICE OF THE CIRCUIT COURT FOR THE COUNTY OF YORK THE 23rd DAY OF FEBRUARY 1995 WHEREAS THE ABOVE NAMED PLAT OF THE SUBDIVISION PLAT OF SOMMERVILLE SECTION TWO-B PLAT BOOK 135 PAGE 209
TESTE: *[Signature]*
BY: *[Signature]*



LOT	AREA	LOT	AREA
19	17,132 S.F.	20	14,403 S.F.
20	14,403 S.F.	21	14,403 S.F.
21	14,403 S.F.	22	14,403 S.F.
22	14,403 S.F.	23	14,403 S.F.
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119	14,403 S.F.	120	14,403 S.F.
120	14,403 S.F.	121	14,403 S.F.
121	14,403 S.F.	122	14,403 S.F.
122	14,403 S.F.	123	14,403 S.F.

NUMBER	DISTANCE	BEARING
1	1746.91'	E 1746.91' N
2	88.92'	S 88.92' E
3	138.83'	N 138.83' W
4	138.83'	S 138.83' E
5	138.83'	N 138.83' W
6	138.83'	S 138.83' E
7	138.83'	N 138.83' W
8	138.83'	S 138.83' E
9	138.83'	N 138.83' W
10	138.83'	S 138.83' E
11	138.83'	N 138.83' W
12	138.83'	S 138.83' E
13	138.83'	N 138.83' W
14	138.83'	S 138.83' E
15	138.83'	N 138.83' W
16	138.83'	S 138.83' E
17	138.83'	N 138.83' W
18	138.83'	S 138.83' E
19	138.83'	N 138.83' W
20	138.83'	S 138.83' E
21	138.83'	N 138.83' W
22	138.83'	S 138.83' E
23	138.83'	N 138.83' W
24	138.83'	S 138.83' E
25	138.83'	N 138.83' W
26	138.83'	S 138.83' E
27	138.83'	N 138.83' W
28	138.83'	S 138.83' E
29	138.83'	N 138.83' W
30	138.83'	S 138.83' E
31	138.83'	N 138.83' W
32	138.83'	S 138.83' E
33	138.83'	N 138.83' W
34	138.83'	S 138.83' E
35	138.83'	N 138.83' W
36	138.83'	S 138.83' E
37	138.83'	N 138.83' W
38	138.83'	S 138.83' E
39	138.83'	N 138.83' W
40	138.83'	S 138.83' E
41	138.83'	N 138.83' W
42	138.83'	S 138.83' E
43	138.83'	N 138.83' W
44	138.83'	S 138.83' E
45	138.83'	N 138.83' W
46	138.83'	S 138.83' E
47	138.83'	N 138.83' W
48	138.83'	S 138.83' E
49	138.83'	N 138.83' W
50	138.83'	S 138.83' E
51	138.83'	N 138.83' W
52	138.83'	S 138.83' E
53	138.83'	N 138.83' W
54	138.83'	S 138.83' E
55	138.83'	N 138.83' W
56	138.83'	S 138.83' E
57	138.83'	N 138.83' W
58	138.83'	S 138.83' E
59	138.83'	N 138.83' W
60	138.83'	S 138.83' E
61	138.83'	N 138.83' W
62	138.83'	S 138.83' E
63	138.83'	N 138.83' W
64	138.83'	S 138.83' E
65	138.83'	N 138.83' W
66	138.83'	S 138.83' E
67	138.83'	N 138.83' W
68	138.83'	S 138.83' E
69	138.83'	N 138.83' W
70	138.83'	S 138.83' E
71	138.83'	N 138.83' W
72	138.83'	S 138.83' E
73	138.83'	N 138.83' W
74	138.83'	S 138.83' E
75	138.83'	N 138.83' W
76	138.83'	S 138.83' E
77	138.83'	N 138.83' W
78	138.83'	S 138.83' E
79	138.83'	N 138.83' W
80	138.83'	S 138.83' E
81	138.83'	N 138.83' W
82	138.83'	S 138.83' E
83	138.83'	N 138.83' W
84	138.83'	S 138.83' E
85	138.83'	N 138.83' W
86	138.83'	S 138.83' E
87	138.83'	N 138.83' W
88	138.83'	S 138.83' E
89	138.83'	N 138.83' W
90	138.83'	S 138.83' E
91	138.83'	N 138.83' W
92	138.83'	S 138.83' E
93	138.83'	N 138.83' W
94	138.83'	S 138.83' E
95	138.83'	N 138.83' W
96	138.83'	S 138.83' E
97	138.83'	N 138.83' W
98	138.83'	S 138.83' E
99	138.83'	N 138.83' W
100	138.83'	S 138.83' E
101	138.83'	N 138.83' W
102	138.83'	S 138.83' E
103	138.83'	N 138.83' W
104	138.83'	S 138.83' E
105	138.83'	N 138.83' W
106	138.83'	S 138.83' E
107	138.83'	N 138.83' W
108	138.83'	S 138.83' E
109	138.83'	N 138.83' W
110	138.83'	S 138.83' E
111	138.83'	N 138.83' W
112	138.83'	S 138.83' E
113	138.83'	N 138.83' W
114	138.83'	S 138.83' E
115	138.83'	N 138.83' W
116	138.83'	S 138.83' E
117	138.83'	N 138.83' W
118	138.83'	S 138.83' E
119	138.83'	N 138.83' W
120	138.83'	S 138.83' E
121	138.83'	N 138.83' W
122	138.83'	S 138.83' E
123	138.83'	N 138.83' W

8612/210 21.0

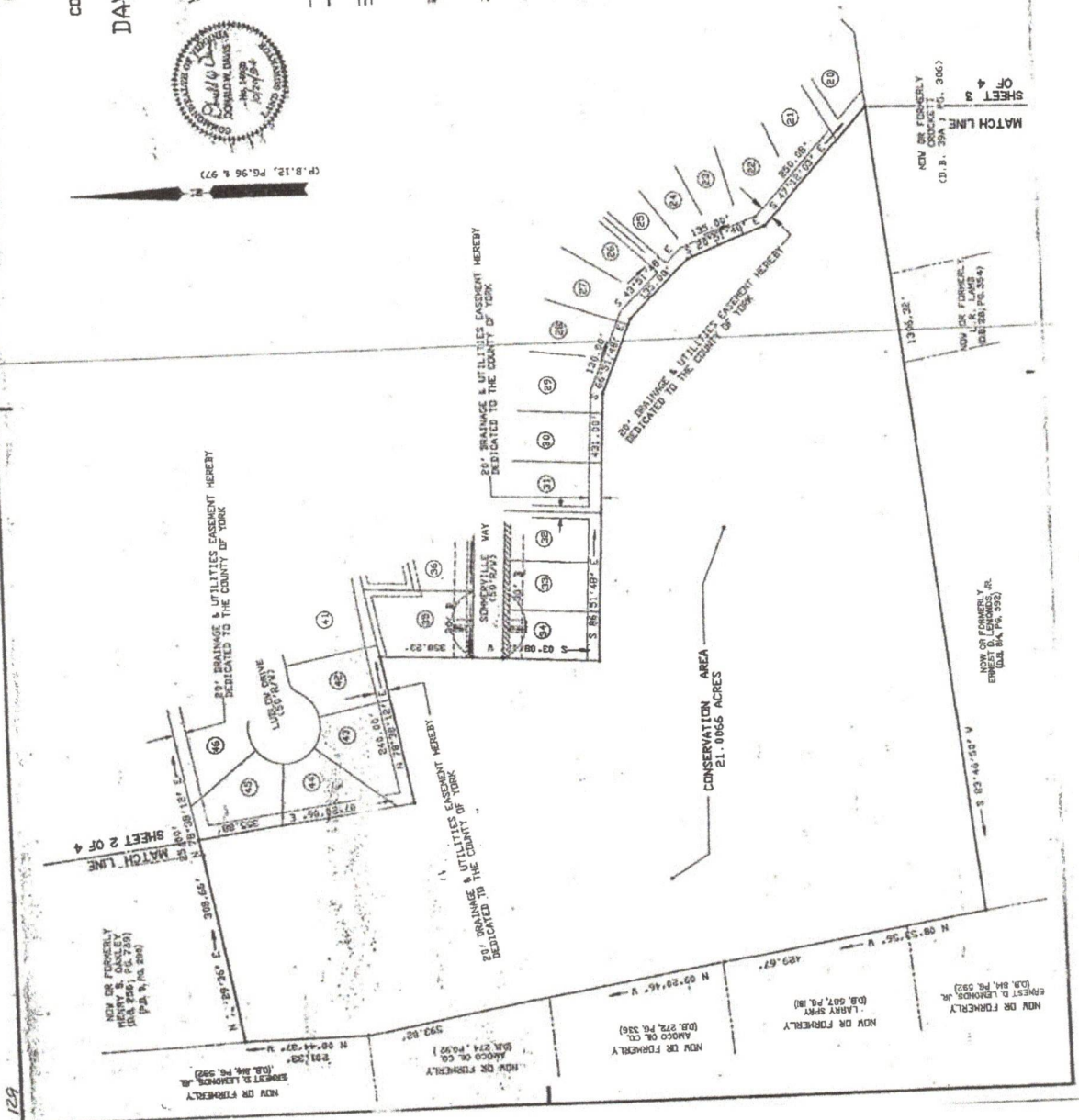
SUBDIVISION PLAT OF
SOMMERVILLE
SECTION TWO-B
COUNTY OF YORK, VIRGINIA
DATE: 20 OCTOBER 1994
DAVIS & ASSOCIATES
SURVEYORS - PLANNERS
4033 GEORGE WASHINGTON
MEMORIAL HIGHWAY 23698
YORKTOWN, VIRGINIA

SCALE: 1" = 100'
GRAPHIC SCALE
SHEET 4 OF 4

- SYMBOLS—
- IDENTIES MINIMUM BUILDING SETBACK LINE
 - IDENTIES DRAINAGE & UTILITY EASEMENT HEREBY CONVEYED TO YORK COUNTY
 - IDENTIES WATERLINE EASEMENT HEREBY CONVEYED TO NEWPORT NEWS WATERWORKS
 - IDENTIES DRAINAGE & UTILITY EASEMENT LOCATED 10' FROM SAN. SEW. HEREBY CONVEYED TO YORK COUNTY
 - IDENTIES IRON PIPE FOUND
 - IDENTIES IRON PIPES TO BE REMOVED AT ALL PROPERTY LINE JUNCTURES
 - IDENTIES CONCRETE MONUMENT FOUND
 - IDENTIES CONCRETE MONUMENT TO BE SET

APPROVED
YORK COUNTY BOARD OF SUPERVISORS
BY: Michael Cat
PLANNING AGENT
DATE: February 26, 1995

STATE OF VIRGINIA
COUNTY OF YORK
IN THE CLERK'S OFFICE OF THE CIRCUIT COURT FOR THE COUNTY OF YORK THE 288 DAY OF FEBRUARY 1995 THIS MAP WAS PRESENTED TO THE CLERK OF THE COURT AS A TRUE AND CORRECT COPY OF THE ORIGINAL PLAT BOOK 125 PAGE 210
TESTE: Nancy B. Kane
BY: Donald B. Williams



SIGNED, ADOPTED AND APPROVED BY the owners of record of 2/3's of the Lots in the Sommerville Homeowners Association, Inc.

PRESIDENT'S CERTIFICATION:

I, Paul L. Barnard, the President of Sommerville Homeowner's Association, Inc., do hereby certify that this Amended and Restated Covenants, Conditions and Restrictions was signed, adopted, and approved by the owners of record of 2/3's of the Lots in the Sommerville Homeowners Association, Inc.



President

COMMONWEALTH OF VIRGINIA
CITY OF York, TO WIT:

I, Samantha Call, a Notary Public in and for the City aforesaid, in the Commonwealth of Virginia, do hereby certify that Paul L. Barnard, President, Sommerville Homeowners Association, Inc., whose name is signed to the above Amended and Restated Covenants, Conditions and Restrictions, bearing date on the 1st day of December, 2023, has acknowledged the same before me in my City aforesaid.

Given under my hand this 1st day of Dec, 2023



NOTARY PUBLIC

My commission expires:

My registration number is:

SAMANTHA MORROW CALL
Notary Public
Commonwealth of Virginia
Registration No. 7686679
My Commission Expires Aug 31, 2024

SIGNED, ADOPTED AND APPROVED BY the owners of record of 2/3's of the Lots in the Sommerville Homeowners Association, Inc.

VICE PRESIDENT'S CERTIFICATION:

I, Geoff Swanson, the Vice President of Sommerville Homeowner's Association, Inc., do hereby certify that this Amended and Restated Covenants, Conditions and Restrictions was signed, adopted, and approved by the owners of record of 2/3's of the Lots in the Sommerville Homeowners Association, Inc.



Vice President

COMMONWEALTH OF VIRGINIA
CITY OF York, TO WIT:

I, Samantha Call, a Notary Public in and for the City aforesaid, in the Commonwealth of Virginia, do hereby certify that Paul L. Barnard, President, Sommerville Homeowners Association, Inc., whose name is signed to the above Amended and Restated Covenants, Conditions and Restrictions, bearing date on the 1st day of December, 2023, has acknowledged the same before me in my City aforesaid.

Given under my hand this 1st day of December 2023.





NOTARY PUBLIC

My commission expires:

My registration number is:

SAMANTHA MORROW CALL
Notary Public
Commonwealth of Virginia
Registration No. 7686679
My Commission Expires Aug 31, 2024

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T09d-2956-2190

T09d-3727-1458

T09d-3648-1459

T09d-3564-1462
T09d-3475-1480
T09d-3387-1510
T09d-3306-1540
T09d-3303-1793
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T09d-2712-1238

INSTRUMENT 240000807
RECORDED IN THE CLERK'S OFFICE OF
YORK COUNTY - POQUOSON CIRCUIT COURT ON
JANUARY 17, 2024 AT 01:40 PM
KRISTEN N. NELSON, CLERK
RECORDED BY: HXM

Theresa Mckeough