

Prepared by and return to:
Vernon M. Geddy, III (VSB# 21902)
1177 Jamestown Road
Williamsburg, Virginia 23185

CLR202412249
Parcel No. 3240100004B

RIDGEWOOD ESTATES

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, is made this 6th day of September, 2024 by KIMBERLY BUILDERS, INC., a Virginia corporation, hereinafter referred to as "Declarant".

WITNESSETH

WHEREAS, Declarant is the owner of certain property located in the Powhatan District of the County of James City, Virginia, which is more particularly described on the attached Schedule A (the "Property") on which it intends to create a nine-lot development to be known as "Ridgewood Estates". It is the intent of the Declarant to establish a general plan and uniform scheme of development and improvement of the Property.

WHEREAS, to provide for the preservation and enhancement of property values and to enhance the general health, safety and welfare of the property owners and residents therein, Declarant desires to subject the Property to the covenants, restrictions, easements, charges, and liens hereinafter set forth, all of which are for the benefit of the development and the owners of lots therein.

NOW, THEREFORE, Declarant hereby declares that all of the Property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties, or any part thereof, their heirs, successors and assigns, shall inure to the benefit of each owner thereof.

ARTICLE I DEFINITIONS

Section 1. "Declarant" shall mean and refer to KIMBERLY BUILDERS, INC. and its successors and assigns that have been specifically assigned the rights and duties of Declarant under this Declaration.

Section 2. "Lot" shall mean and refer to any separate lot of land shown upon any recorded subdivision plat of the Property.

Section 3. "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.

Section 4. "Property" shall mean and refer to that certain real property described on Exhibit A hereto.

ARTICLE II SHARED DRIVEWAYS

Section 1. Access Easements. (a) Subject to termination as described in Section 4, the Owner of each of Lots 1 - 8 shall have a perpetual, nonexclusive easement of access over the following property:

The area shown and set out on the Plats (defined on Exhibit A hereto) as "Private Ingress/Egress, Drainage & Utility Easement for the Benefit of all Proposed Lots" ("Easement Area")

Said easement shall benefit each of Lots 1 - 8 and the Owners, tenants, and occupants thereof. The easement granted herein shall be used by Owners solely for surface access to the Lots. Declarant shall construct and install a common driveway in the Easement Area. Lot 9 has direct access to a public street.

(b) The Owner of each of Lots 7 and 8 shall have a perpetual, nonexclusive easement of access over the property shown and set out on the Plats as "30" Ingress/Egress Easement for Future Lot 7 and Lot 8" and "Variable Width Ingress/Egress Easement" (collectively, the "Lot 7 and 8 Access Easement") for the construction, maintenance, repair, and use of a shared driveway connecting the two Lots to the Easement Area. Improvements, alterations of improvements and repairs to the Lot 7 and 8 Access Easement shall be made only with the consent of the both of the Owners of Lots served thereby, which consent shall not be unreasonably withheld. Each Owner shall be solely responsible for the cost of repairing any damage to improvements within the Lot 7 and 8 Access Easement caused by such Owner or his or her tenants, agents, or invitees. Otherwise, the cost of construction and maintenance of any improvements within the Lot 7 and 8 Access Easement shall be paid equally by the Owners of Lots 7 and 8, their heirs, successors, and assigns.

(c) The Declarant reserves for the benefit of itself and its successors and assigns, the right to grant easements over and across the Property for the benefit of individual Lots for installation, repair, maintenance and/or replacement of driveways to connect individual Lots to the shared driveway within the Easement Area.

Section 2. Maintenance. Improvements, alterations of improvements and repairs to the Easement Area shall be made only with the consent of the Declarant or at least 6 of the Owners of Lots served thereby, which consent shall not be unreasonably withheld. Each Owner shall be solely responsible for the cost of repairing any damage to improvements within the Easement Area caused by such Owner or his or her tenants, agents, or invitees. Otherwise, the cost of

construction and maintenance of any improvements within the Easement Area shall be paid equally by the Owners of Lots 1 - 8, their heirs, successors, and assigns.

Section 3. No Third-Party Rights. The easements, rights and privileges established in this Article shall be for the benefit of and restricted solely to the Owners from time to time and their tenants, agents, and invitees. The same is not intended, nor shall it be construed as creating any rights in or for the benefit of the general public or any person or entity other than those expressly provided whether a third-party beneficiary or otherwise.

Section 4. Enforcement. If any Owner fails to pay his or her proportionate share of costs properly incurred for the construction or maintenance of improvements within the Easement Area and such failure continues for more than thirty (30) days after written notice from any other Owner, the non-defaulting Owner or Owners shall be entitled to:

(i) Judgment against the defaulting Owner in the amount of the unpaid maintenance costs, and;

(ii) Terminate the easement rights appurtenant to the Lot owned by the defaulting Owner. A certificate executed by all non-defaulting Owners stating costs properly incurred have not been paid which is recorded in the land records of James City County, Virginia shall be sufficient to terminate such easement rights.

ARTICLE III EASEMENT RIGHTS

Section 1. Development Easements. The Declarant reserves for the benefit of itself and its successors and assigns, easements for installation, repair, maintenance and/or replacement of utility and drainage facilities within the Easement Area and within an area ten (10) feet in width along the front, side, and rear lines of each Lot, as well as the right to use said areas for ingress and egress in connection therewith. The Declarant further reserves the right, before or after the sale of any of the Lots, to transfer and assign any of the rights and easements herein described.

Section 2. Maintenance of Lots. Declarant reserves the perpetual easement, right and privilege to enter on any Lot, after at least five days' notice to the Owner thereof, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, dispensing pesticides, herbicides and fertilizer and grass seed, removing trash and taking such other action as the Declarant may consider necessary to correct any condition which violates this Declaration or which may constitute a hazard or nuisance. The cost incurred by the Declarant in taking such action shall constitute a lien on the Lot and shall be collectible in the manner provided by law for the payment of property owner's association assessments.

Section 4. Sales Easements and Rights. Notwithstanding any provision of

this Declaration, so long as Declarant is engaged in developing or improving any portion of the Property, Declarant shall have an easement of ingress, egress and use over any lands not conveyed to an Owner for (i) erection and maintenance of directional and promotional signs and (ii) conduct of sales activities. The Declarant reserves for the benefit of itself and its successors and assigns and for each Lot an easement over the area of Lot 1 shown on the Plats as "Sign Easement" for the installation, maintenance, repair and replacement of a sign with the name of the development and associated landscaping. So long as Declarant owns any Lots, it shall maintain the sign and landscaping. When Declarant no longer owns any Lots, the sign and landscaping shall be maintained, repaired and replaced by the Owners. The costs of all such required repairs, replacements, and maintenance shall be paid equally by the Owners, their heirs, successors, and assigns. If any Owner fails to pay his or her proportionate share of the such costs and such failure continues for more than thirty (30) days after written notice from any other Owner, the non-defaulting Owner or Owners shall be entitled to judgment against the defaulting Owner in the amount of the unpaid costs, and; (ii) such unpaid costs shall constitute a lien on the Lot and shall be collectible in the manner provided by law for the payment of property owner's association assessments. The Owners, with the approval of the Owners of at least seven of the Lots, may elect to remove the sign and landscaping and upon such removal the sign easement shall automatically terminate.

Section 5. Stormwater Management Easement. Declarant reserves for itself and grants for the benefit of each Lot a perpetual, nonexclusive easement (i) over, across and under the portion of Lot 3 shown and set out on the Plats as "Stormwater Management/Drainage Easement" for the installation, repair and maintenance of a stormwater best management practice pond and pipes, works, swales and other facilities for the transmission and treatment of stormwater, and (ii) over, across and under the portion of each Lot shown and set out as "15" Drainage Easement" on the Plats for the installation and maintenance of pipes, works, swales, ditches, and other facilities for the transmission of stormwater (collectively, the "Stormwater Facilities"). Declarant shall construct and install the Stormwater Facilities in accordance with applicable James City County and state requirements and shall be responsible for the Stormwater Facilities until they have been inspected and approved by the County and the Declarant's bond released. Thereafter, the Owners shall be responsible for all repairs, replacements and maintenance of the Stormwater Facilities required by James City County. The costs of all such required repairs, replacements, and maintenance ("Maintenance Costs") shall be paid equally by the Owners, their heirs, successors, and assigns. If any Owner fails to pay his or her proportionate share of the Maintenance Costs and such failure continues for more than thirty (30) days after written notice from any other Owner, the non-defaulting Owner or Owners shall be entitled to judgment against the defaulting Owner in the amount of the unpaid Maintenance Costs, and; (ii) such unpaid Maintenance Costs shall constitute a lien on the Lot and shall be collectible in the manner provided by law for the payment of property owner's association assessments. The provisions of this Section shall be enforceable by James City County. Owners shall not construct any structures in the easement area or install any landscaping that could interfere with the function of the

Stormwater Facilities.

ARTICLE IV USE RESTRICTIONS

Section 1. Use. Each Lot shall be used exclusively for residential purposes. No further subdivision of any Lot is permitted except with the express written consent of the Declarant.

Section 2. Minimum Floor Area. Any single-story dwelling on a Lot shall have a minimum of 2,200 square feet on that floor. Any multi-story house on a Lot shall have a minimum of 2,400 square feet of floor area.

Section 3. Building Materials. No building erected on any of the Lots shall be finished with asbestos siding of any kind. Any detached garage, barn or other out building shall be constructed of materials compatible with the dwelling thereon.

Section 4. Temporary Residences. No trailer, mobile home, camper, tent, garage, shack, barn, or other outbuilding placed on a Lot shall at any time be used as a residence, either temporarily or permanently, nor shall any residence of temporary character be permitted thereon. For construction purposes, a tool or storage shed or trailer may be temporarily located on the site during the construction period and must be removed when construction is completed, and said period shall not exceed one year.

Section 8. No Nuisance. No obnoxious or offensive activity or nuisance shall be conducted or permitted on any of the Property, and nothing shall be done thereon which may be or become an annoyance to the neighborhood.

Section 9. Signs. No sign of any kind shall be displayed to the public view on any Lot, except one professional real estate sign of not more than six (6) square feet, advertising a Lot, and any dwelling constructed thereon, for sale or for rent.

Section 10. Trash. Trash, garbage or other waste shall not be kept on any of the Property except in covered sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and in locations approved by the Declarant.

Section 11. Vehicle Storage. Inoperative or unlicensed cars, trucks or other vehicles shall not be parked or stored on the Lot except in a garage. Boats, motor homes or recreational vehicles owned by the Owner may be parked or stored in a garage, driveway or other areas approved by the Declarant. Boats, motor homes or recreational vehicles not owned by the Owner shall not be stored on a Lot.

Section 12. Pets. Except as expressly provided herein, the maintenance, keeping, boarding, or raising of animals, livestock, poultry, or reptiles of any kind, regardless of number, is prohibited on any Lot. The keeping of service animals and orderly domestic pets (e.g., dogs, cats, or caged birds) is permitted. Pets may not be

kept or maintained for commercial purposes or for breeding under any circumstances. Any pet causing or creating a nuisance or unreasonable disturbance or noise must be permanently removed from the Lot.

ARTICLE V COMPLIANCE AND REMEDIES

Section 1. Compliance. Each Owner shall be governed by, and shall comply with, all the terms of this Declaration, as it may be amended from time to time.

Section 2. Remedies. A default by an Owner under this Declaration shall entitle any other Owner to the following remedies:

(i) Additional Liability. Each Owner shall be liable to any affected Owner for the expense of all maintenance, repairs, renovation, re-construction, replacement, care, inspection, or alteration, rendered necessary by such Owner's act or omission regardless of neglect or culpability.

(ii) Costs and Attorney's Fees. In any proceedings arising out of any alleged default or violation of this Declaration by an Owner, the prevailing party shall be entitled to recover the costs of such proceeding and such reasonable attorney's fees as may be determined by the court.

(iii) No Waiver of Rights. The failure of an Owner to enforce any right, provision, covenant, or condition which may be granted by this Declaration shall not constitute a waiver of the right of any Owner to enforce such right, provision, covenant, or condition in the future. All rights, remedies and privileges granted to any Owner pursuant to any term, provision, covenant, or condition of this Declaration shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other privileges as may be granted to such party.

(iv) Interest. If a default by any Owner in paying any sum assessed against such Owner's Lot, continues for a period more than ten days, interest from the due date at a rate not to exceed the lesser of the maximum interest rate permitted by applicable law or eighteen percent per annum may be imposed in the discretion of the Association on the principal amount unpaid from the date due until paid.

(vi) Legal Proceedings. Failure to comply with any of the terms of this Declaration shall be grounds for relief, including without limitation an action to recover any sums due for money damages, injunctive relief, and any other relief afforded by applicable law, all of which relief may be sought by any aggrieved Owner and shall not constitute an election of remedies.

ARTICLE VI
MISCELLANEOUS

Section 1. 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 2. 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 by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots. Any Amendment must be recorded.

Section 3. Release of Negative Reciprocal Easements. Each Owner, by acceptance of a deed to his Lot waives any right and interest he may have (i) in and to any real estate not included in the Property, and (ii) to the enforcement of all or any portion of this Declaration against any such real estate.

Section 4. Private Wells. Water service is provided to each Lot by a private well located on the Lot as permitted by applicable James City County and James City Service Authority ordinances, rules, and regulations. Repair, maintenance and replacement of the private well is the responsibility of the Owner of the Lot. If in the future, due to changes in applicable James City County and James City Service Authority ordinances, rules and regulations, an Owner is required to connect to the County public water system such connection shall be the responsibility of the Owner. Declarant shall have no responsibility or liability for any such connection.

Section 5. Changes in Law. The development of the Property has received all required governmental approvals under currently applicable laws and regulations. Declarant shall have no responsibility or obligation to make any changes in the development based on any future change in applicable laws or regulations.

In Witness Whereof, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 6th day of September, 2024.

[signature appears on following page]

KIMBERLY BUILDERS, INC.

By: Kimberly Griffith
Title: pres/treas.

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Williamsburg, to wit:

The foregoing instrument was acknowledged before me, this 15 day of September, 2024, by Kimberly Griffith, who is personally known to me, or who produced _____ as identification, as President of KIMBERLY BUILDERS, INC., on behalf of the corporation.

[Signature]
Notary Public

My commission expires: _____
My registration number is: _____

[Affix Notarial Stamp]



Exhibit A

Property Description

All those certain lots or parcels of real property located in James City County, Virginia shown and set out as "Lot 1", "Lot 2", "Lot 3", "Lot 4", and "Future Phase 2" on the plat entitled "Minor Subdivision Plat of Ridgewood Estates Phase 1" made by LandTech Resources, Inc. dated May 8, 2024 and recorded herewith in the Clerk's Office of the Circuit Court for the City of Williamsburg and County of James City as Instrument No. _____.

INSTRUMENT 202412249
RECORDED IN THE CLERK'S OFFICE OF
WMSBG/JAMES CITY CIRCUIT ON
SEPTEMBER 10, 2024 AT 11:06 AM
ELIZABETH E. O'CONNOR, CLERK
RECORDED BY: CEH

2 ~~Large~~ Small Plat(s) Recorded
herewith as # 202412249