

PREPARED BY AND  
AFTER RECORDING RETURN TO:  
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150011005

**SUPPLEMENTAL DECLARATION OF  
PROTECTIVE COVENANTS AND RESTRICTIONS**

**(Parcel 3 - Townhomes)**

THIS SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS (this "**Supplemental Declaration**") is made this 4th day of June, 2015, by RESERVE AT WILLIAMSBURG, LLC, a Virginia limited liability company [named herein as "Grantor" and "Grantee" for indexing purposes], RESERVE TH 3, LLC, a Virginia limited liability company [named herein as "Grantor" and "Grantee" for indexing purposes], and provides:

**RECITALS**

A. Reserve at Williamsburg, LLC is the Developer ("**Developer**") under the Declaration of Protective Covenants and Restrictions for the Reserve at Williamsburg dated August 10, 2011 and recorded August 10, 2011 in the Clerk's Office of the Circuit Court for the County of York, Virginia (the "**Clerk's Office**") as Instrument # 110012176, which declaration was restated and amended by that certain Restated and Amended Declaration of Protective Covenants and Restrictions dated July 30, 2014 and recorded September 5, 2014 in the Clerk's Office as Instrument # 140014364, as the same may be further amended, restated, modified or supplemented from time to time (collectively, the "**Declaration**"). Defined terms used in this Supplemental Declaration shall have the same meaning as in the Declaration, unless otherwise indicated.

B. Reserve Master Association, Inc. (the "**Association**") is the homeowners' association created pursuant to the Declaration.

C. Reserve TH 3, LLC ("**Parcel 3 Owner**") is the owner of the real property set forth and described on Exhibit A attached hereto (the "**Subject Property**"), which property was identified in the Declaration as Additional Property. Parcel 3 Owner acquired the Subject Property from Developer by Special Warranty Deed dated December 31, 2014 recorded February 12, 2015 in the Clerk's Office as Instrument # 150002196. The Subject Property will be used for the construction and sale of townhomes.

D. Pursuant to Section 2.2 of the Declaration, Developer desires to subject the Subject Property, together with improvements thereon and easements, rights and appurtenances thereunto belonging or appertaining, to the provisions of the Declaration.

E. Pursuant to Section 2.3 of the Declaration, Developer desires to subject the Subject Property, together with improvements thereon and easements, rights and appurtenances thereunto

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belonging or appertaining, to additional covenants and restrictions and to place certain additional maintenance obligations on the Association with respect to Lots located in the Subject Property to account for the use of the Subject Property for townhomes.

F. Parcel 3 Owner and the Association join this Supplemental Declaration for the purpose of consenting hereto.

**NOW, THEREFORE**, Developer hereby declares as follows:

1. Annexation. The Subject Property shall be held, transferred, sold, used, conveyed and occupied subject to the terms, covenants, easements, and restrictions of this Supplemental Declaration, in addition to the terms, covenants, restrictions, easements, charges, and liens set forth in the Declaration.

2. Townhome Development and Reservation of Right to Designate Neighborhood. Any Lot within the Subject Property on which a townhome is constructed shall hereinafter be referred to as a "**Townhome Lot**". Declarant reserves the right to designate the Subject Property as a Neighborhood as provided in the Declaration.

3. Party Walls. To account for the development and use of the Subject Property as a townhome development, Developer and Parcel 3 Owner hereby declare that the following additional covenants, restrictions and easements shall apply to the Subject Property:

- a. General Rules of Law to Apply. Each wall, which is built as a part of the original construction of the dwellings and placed on the dividing lines between the Townhome Lots, shall constitute a party wall, and to the extent not inconsistent with the provisions of this Section 3, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.
- b. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use. Any disputes over the reasonableness of the cost of such repair and maintenance shall be resolved in accordance with Section 3(f) below.
- c. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.
- d. Weatherproofing. Notwithstanding any other provision of this Section 3, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

- e. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Section 3 shall be appurtenant to the Owner's Townhome Lot and shall pass to such Owner's successors in title.
  - f. Arbitration. Upon any dispute arising concerning a party wall, or under the provisions of this Section 3, the parties may choose to resolve such dispute through binding arbitration. In such case, the Board of Directors shall act as the arbitrator. However, if either of the parties object to the Board of Directors acting as the arbitrator, then each party shall choose one arbitrator, and each arbitrator shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators. If the parties fail to use the Board of Directors as the arbitrator, the fees of the arbitrators used shall be borne by the parties, and the arbitrators may elect to award the prevailing party the right to contribution for such fees from the non-prevailing party.
4. Maintenance.
- a. Designation of Responsibilities; Maintenance Chart. In addition to maintenance upon the Common Area as provided in the Declaration, the Association shall provide limited exterior maintenance upon each Townhome Lot, as provided in the maintenance chart attached hereto as Exhibit B and incorporated herein by reference (the "**Maintenance Chart**").
  - b. Modification to the Maintenance Chart. The Maintenance Chart may be modified by the Board of Directors from time to time as determined by the Board of Directors in its discretion provided that the modified maintenance obligations shall apply to all Owners of Townhome Lots on a non-discriminatory basis. Modifications to the Maintenance Chart approved by the Board of Directors shall be promptly recorded in the Clerk's Office. If the obligation to maintain a component of the Townhome Lots is not expressly assigned to the Association in the Maintenance Chart, the Owner shall be responsible for maintaining that component.
  - c. Different Levels of Assessments. The Association may establish and levy a different level of General Assessments against the Townhome Lots within the Subject Property, relative to the General Assessments levied against any Lots subject to the Declaration containing a single family detached dwelling. Such differing levels of General Assessments shall be based on (i) the costs incurred by the Association in performing additional services, if any, solely for the benefit of the Townhome Lots as set forth in the Maintenance Chart and (ii) the per Lot costs incurred by the Association in performing its obligations under the Declaration and any supplement thereto to the extent such costs differ between the Townhome Lots and the Lots containing a single family detached dwelling.
  - d. Special Assessment for Townhome Lots. The Board of Directors may levy a special assessment against the Townhome Lots if the purpose in doing so is found by the Board of Directors to be in the best interest of the Association

and the proceeds of such assessment are used solely for the maintenance and upkeep, including capital expenditures, of Common Areas within the Subject Property or if the Board of Directors determines such Special Assessment is necessary to perform an obligation of the Association solely for the benefit of the Subject Property or as set forth in the Maintenance Chart, as may be modified from time to time.

- e. Reserved Easement to Perform Obligations. Developer and the Parcel 3 Owner hereby create, reserve, and grant for themselves and the Association, any future sub-association governing the Subject Property and their respective successors, assigns, contractors and agents an easement to enter onto the Townhome Lots to perform the obligations of the Association set forth in the Maintenance Chart including, without limitation, the right to enter onto the lawn of any Townhome Lot to perform routine soil samples and soil treatments from time to time as deemed necessary by the Developer or the Association in order comply with any nutrient management plan affecting the Subject Property from time to time.

5. Consent by Parcel 3 Owner and the Association. Parcel 3 Owner and the Association hereby join in and consent to the annexation of the Subject Property, subjecting such property to the terms and conditions of the Declaration and this Supplemental Declaration.

6. Amendment. This Supplemental Declaration may be amended in the same manner as set forth in Section 9.2 of the Declaration.

7. Run with Land. The covenants and restrictions of this Supplemental Declaration and the Declaration shall run with and bind the Subject Property and the Owners thereof.


IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Declaration to be executed as of the day and year first above written.

[SIGNATURES APPEARS ON THE FOLLOWING SIGNATURE PAGES]

WITNESS the following signatures and seals as of the date first above written.


RESERVE AT WILLIAMSBURG, LLC,  
a Virginia limited liability company

BY: Williamsburg Reserve Corporation, a Virginia  
corporation, Managing Member

By:   
Mark L. Weshinskey  
President

COMMONWEALTH OF VIRGINIA  
COUNTY/CITY OF London, To-Wit:

The foregoing instrument was acknowledged before me, this 4th day of  
JUNE, 2015, by Mark L. Weshinskey, as President of Williamsburg Reserve  
Corporation, a Virginia corporation, in its capacity as Managing Member of Reserve at  
Williamsburg, LLC, a Virginia limited liability company, on behalf of the company.

  
Notary Public - Roy A. Pingitore  
Registration No. 7583819

My commission expires: March 31, 2018.



Roy Albert Pingitore  
NOTARY PUBLIC  
Commonwealth of Virginia  
Reg. # 7583819  
My Commission Expires  
March 31, 2018