

Prepared by and return to:
Cassie Craze, VSB #70054
P.O. Box 1654
Midlothian, VA 23113

Parcel Id #: as listed on Schedule "A"

**RESTATED AND AMENDED
DECLARATION OF RESTRICTIONS
OF
MILHAVEN**

THIS RESTATED AND AMENDED DECLARATION OF RESTRICTIONS OF MILHAVEN, is made this (Date the updates are approved by the Members of the Association), by MILHAVEN HOMEOWNERS ASSOCIATION, INC. (the "Association"), a Virginia nonstock corporation ("Grantor" and "Grantee" for indexing purposes).

Definitions

The following words and terms when used in this Declaration of Restrictions (unless the context shall clearly indicate otherwise), shall have the following meanings:

- A. "Association" shall mean the Milhaven Homeowners Association, Inc.
- B. "Homeowner" shall mean an Owner who occupies or acts as a lessor with respect to a dwelling constructed on a Lot.
- C. "Lot" shall mean each lot shown on those certain subdivision plats filed for record in the Clerk's Office in Plat Book 91, page 79, and on any other subdivision plat filed in the Clerk's office with respect to the Property including easements.
- D. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot, but excluding those holding such interest merely as security for the performance of an obligation.
- E. "Member" shall mean and refer to the members of the Association as provided in Article IV. Every Owner of a Lot shall be a Member of the Association.
- F. "Director" shall mean and refer to those persons either elected by the Members or appointed to serve on the Board of Directors for the Association.

WITNESSETH:

WHEREAS, Milhaven Associates (the "Declarant") recorded the Milhaven, Section "1" and Section "2" Declaration of Restrictions in the Clerk's Office for the Circuit Court of Henrico County, Virginia on April 1, 1991 in Deed Book 2285, Pages 1907, et seq. (the "Declaration") to subject certain real property situated in Tuckahoe Magisterial District, Henrico County, Virginia, described as Milhaven, Section 1, as shown on a plat dated October 5, 1989, made by E. D. Lewis and Associates, P. C., a copy of which is recorded in the Clerk's Office of the Circuit

Court, Henrico County, Virginia, in Plat Book 91, Page 79 (the "Property"), reference to said plat being hereby made for a more particular description of the Property, to the covenants and restrictions contained in the Declaration; and

WHEREAS, pursuant to §55-515.1 of the Virginia Property Owners' Association Act, §§55-508, et seq., the Declaration may be amended by a two-thirds vote of the Owners and agreement of the required majority of the Lot owners to such amendment shall be evidenced by their execution of the amendment or ratifications thereof;

WHEREAS, pursuant to Paragraph 15 of the Declaration, the Declaration shall run with the land and be automatically extended and renewed "unless otherwise provided in a written instrument executed by the Owners of a majority of the Lots in the subdivision, unless a release, waiver or breach of any one or more of the restrictions contained herein, or any part thereof, is required or agreed to by the Board of Supervisors of Henrico County, or other governmental authority having jurisdiction over the Property";

WHEREAS, at least a majority of two-thirds of the Owners of Lots subject to the Declaration, have approved this Restated and Amended Declaration as indicated by the signature pages attached hereto as Exhibit "A";

WHEREAS, the Director of Planning for Henrico County has also signed this Restated and Amended Declaration to indicate consent to this Restated and Amended Declaration;

NOW, THEREFORE, the Property shall be subject to the covenants, easements, rights of way, restrictions, conditions and limitations set forth below, which shall run with the land and which shall be binding on the Owners of Lots within the Property and their heirs, successors, and assigns.

1. No Lot shall be used except for residential purposes. No Lot shall be used for hotel, Airbnb, or similar short-term rental use and no Lot shall be leased for an initial rental period of less than six months. Rental of individual rooms is not permitted and no portion of a Lot, other than the entire Lot, shall be rented. No building shall be erected, altered, placed or permitted to remain on any Lot except for use as a private, one-family residence; provided, however, that the usual outbuildings, may be permitted if approved by the Board of Directors as provided herein.
2. No improvements, including without limitation a dwelling, accessory structure or addition, such as a porch, deck, sidewalk, roof, lamp post, mailbox, fence, garage or other outbuildings, large scale landscaping projects (that change the nature of an existing yard and/or may impact neighbors), antenna or similar device over one meter in diameter, exterior color or siding material change, or other exterior alteration, shall be made, erected, altered or replaced, unless detailed plans and specifications, including a site plan locating all such improvements and describing exterior finishes (including but not limited to type of material and color), have first been submitted to

and approved by the Board of Directors in writing. There shall be strict compliance with this requirement. The members of the Architectural Review Committee (ARC) shall be appointed by the Board of Directors of the Association. The ARC shall review and make a recommendation to the Board of Directors on all such plans and specifications. The Board will make a decision within ten (10) days of the date the application is received by the ARC. If the Board fails to make a decision within that time frame the Owner shall provide written notice to the Board that it has failed to provide a response within the ten (10) day time frame. If a decision is not communicated to the Owner within ten (10) days of the date such notice is delivered to the Board then the request shall be deemed to be approved. Plans and specifications required by this section must be submitted to the Board at least 21 days prior to when the work is scheduled to be started.

3. In considering requests for approval of fences the following general guidelines will be applied:
 - a. No fence shall be permitted in the front yard of any Lot (between the building setback line and street line).
 - b. No fence shall generally be permitted higher than 48 inches.
 - c. No chain link fences or fences of other materials similar in nature or appearance will be permitted. All fences should be wooden or wooden in appearance.
4. No yard sign of any kind shall be displayed to the public view on any Lot, except one sign of not more than four (4) square feet advertising the Lot for sale or signs used by contractors during the time that improvements are being made to a property.
5. No use shall be made of any Lot, or any part thereof, which constitutes a nuisance or will adversely affect the value or marketability of other Lots in the subdivision.
6. All trash, garbage and/or rubbish shall be kept in sanitary containers away from the front of each home, except as necessary for limited times in connection with pickup and removal by disposal services.
7. No driveway, entrance-way, or sidewalk shall be constructed on any Lot unless approved as provided in paragraph 2.
8. No swimming pool shall be located nearer to any street line than the rear building line of the dwelling. No swimming pool shall be placed or constructed on any Lot unless the sides of such pool extend less than two (2) feet above the ground level. No swimming pool shall be constructed on any Lot unless approved as provided in paragraph 2.
9. No structure of a temporary character or any trailer, boat on a trailer, camping trailer, recreational vehicle, mobile home, tent, barn or other outbuildings, shall be used on any Lot at any time as a residence, either temporarily or permanently.

10. No trees over thirty (30) inches in circumference at breast-height shall be removed without the prior written approval of the Board. Prompt removal of dead, dying or diseased trees and shrubs is required and is the responsibility of the Owner.
11. No portable air conditioning units shall be placed in any window of a dwelling or other building if visible from the front of a home.
12. Except as required to be permitted by applicable Federal Communications Commission guidelines, no exterior television (including "dish" type) or other antennas shall be permitted: (a) to extend over five (5) feet above the roof line of any building; or (b) to be visible from the front of a home. No satellite dish or antenna in excess of one (1) meter in diameter shall be permitted on any Lot unless approved by the Board.
13. No motor vehicle will be parked on or adjacent to any Lot which does not have a current state license and state inspection sticker. No commercial vehicle, such as, by way of illustration, a school bus, delivery truck, or other large vehicle or equipment, shall be parked on any Lot. No recreational vehicle (mobile home, camping trailer, and other similar vehicles) shall be parked on a Lot except in a driveway shown on plans which have been approved as provided in paragraph 2.
14. Invalidation of any one of the provisions of these restrictions by judgment, court order or otherwise, shall in no way affect any of the other provisions, which shall remain in full force and effect.
15. The Association shall have the full right and privilege to enforce the covenants, restrictions and conditions contained herein by appropriate proceedings at law for damages and/or in equity for appropriate injunctive relief and restraining orders to prevent violations, or to require violations to be corrected, together with damages sustained, including without limitation attorneys' fees and costs. These restrictions shall run with the land and be binding upon any and all succeeding Lot Owners, their personal representatives, estates, heirs, devisees, assigns or successors in interest or any other parties having or taking an, interest in or to, the Property, or any part thereof, so long as the Property or any part of it is zoned for single family residential use, or its equivalent permitting as principal uses the uses set forth herein, for a period of twenty-five (25) years from the date of recordation and shall automatically be extended for successive periods of ten (10) years..
16. Every Owner of a Lot that is subject to this Declaration shall be a Member of the Association. One vote may be cast per Lot in the election of Directors, and in all other matters on which the Members are entitled to act. The voting rights for a Lot shall be suspended during any period in which the Lot Owner is in default in the payment of assessments levied by the Association.
17. (a) Funds to operate the Association will be provided by assessment of its Members. The Association shall be responsible for maintaining all easements conveyed to the

Association and common areas, including, but not limited to, all buffer strips and signs identifying Milhaven. The amount of such assessment shall be fixed from time to time by approval of a majority of the Members of the Association voting at a meeting duly called for that purpose. At such meeting the Board of Directors shall submit to the Members its estimate of the total cost to be incurred by the Association for the ensuing year, or such other period as shall be acceptable to the Members, and, upon approval by the Members, each Member shall thereupon become liable for his, her or its pro rata share of such total based upon the ratio of the number of Lots owned by each Member to the total number of Lots owned by all Members, which shall be payable as determined by the Board of Directors. In the event that the Members do not approve an assessment amount at such meeting, then assessments shall continue at the amount then in effect until such time as a different assessment amount is approved. Written notice of the assessment shall be sent to every Owner subject thereto. For this purpose, common areas and easements, so designated on recorded plats, and street rights-of-way, shall not be deemed owned by any Member. For purposes of such assessment, the Association shall not be deemed a Member with respect to any Lots owned by it.

(b) In addition to any annual assessments, 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 reconstruction, unexpected repair or replacement of a capital improvement as approved by the Board of Directors of the Association, including the necessary fixtures and personal property related thereto, provided that any such assessments shall have the consent of the Owners of two-thirds (2/3rds) of the Lots who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Owners at least thirty (30) days in advance and shall set forth the purpose of the meeting.

(c) Any assessments by the Association, which are not paid by an Owner within sixty (60) days of the due date, shall incur a penalty at a rate determined by the Board of Directors or as provided in the bylaws, from such date until paid, and shall constitute a lien upon the Lot owned by such member. Such lien shall have priority over all other liens, including without limitation mortgages, deeds of trust or any other lien hereafter placed upon any Lot, except a first mortgage or deed of trust securing a loan by a bona fide institutional lender, to which such lien shall be subordinate. No Owner may waive or escape liability for the assessments provided for herein by non-use of any common area or easement of by-abandonment. No sale or other transfer shall relieve any Owner from liability for any assessments due nor any Lot from the lien of any assessment. The amount of such lien may be enforced by suit or otherwise, at the election of the Association, and the Owner will reimburse the Association for all attorneys' fees and expenses incurred in so doing, the amount of which shall also constitute a lien on the Lot as herein provided. Notwithstanding the above, a party who acquires title to a Lot by virtue of the foreclosure of a lien secured by a first mortgage or deed of trust to which this lien is subordinate, or by a deed or assignment

in lieu of foreclosure of such a mortgage or deed of trust, shall take title free of any liability of lien chargeable to such Lot on account of any period of time prior to such acquisition of title. Said acquiring party shall, however, be bound by the provisions of this Declaration, as amended, including without limitation assessments effective after said acquisition of title.

18. This Declaration may be amended in accordance with §55-515.1 of the Virginia Property Owners' Association Act, §§55-508, et seq.

IN WITNESS WHEREOF, the President of the Association has signed this Restated and Amended Declaration pursuant to the approval of the Owners of Lots subject to the Declaration.

MILHAVEN HOMEOWNERS ASSOCIATION, INC.,
a Virginia nonstock corporation

Denise Michelle Crumpler

By:
Its: President

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Henrico

On this 13th day of October, 2018, before the undersigned, personally appeared Denise Michelle Crumpler, President of Milhaven Homeowners Association, Inc., a Virginia nonstock corporation, who is known to me (or satisfactorily proven) to be the person whose name is subscribed to this instrument and acknowledged that he executed the same for the purposes contained herein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal

Jamal Desmond Henley

Notary Public

Notary registration #: 7642716
My commission expires: JULY 31, 2019



CERTIFICATE OF THE PRESIDENT

The President of Milhaven Homeowners Association, Inc. (the "Association"), hereby certifies that the requisite majority of the Owners of Lots subject to the Declaration approved the foregoing Amendment to the Declaration and have signed the Amendment to indicate their approval, and such Amendment was duly approved so as to meet the requirements established by both Paragraph 19 of the Declaration and §55-515.1 of the Virginia Property Owners' Association Act, §§55-508, et seq.

Denise Michelle Crumpler
President

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Henrico

Subscribed and sworn before me, the undersigned notary public, on this 13th day of October, 2018, by Denise Michelle Crumpler the President of Milhaven Homeowners Association, Inc., a Virginia non-stock corporation, who is known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Jamal Desmond Henley
Notary Public

My commission expires: JULY 31, 2019
Notary registration #: 710427110



SCHEDULE "A"

PARCEL IDENTIFICATION NUMBERS

	Parcel ID	Address
1	728-759-7607	3721 MILBRANCH PL
2	728-758-7555	3700 MILBRANCH PL
3	728-758-8405	3600 MILBRANCH PL
4	728-758-9466	3705 MILBRANCH PL
5	728-758-6193	3720 MILBRANCH PL
6	728-758-9496	13704 MILBRANCH CT
7	728-758-9442	3613 MILBRANCH PL
8	728-759-5517	3728 MILBRANCH PL
9	728-758-8593	3713 MILBRANCH PL
10	728-758-7638	3612 MILBRANCH PL
11	728-758-7730	3608 MILBRANCH PL
12	728-758-7664	3704 MILBRANCH PL
13	728-758-9459	3701 MILBRANCH PL
14	728-758-9534	3609 MILBRANCH PL
15	728-758-9926	3605 MILBRANCH PL
16	728-758-6788	3716 MILBRANCH PL
17	728-758-7818	3604 MILBRANCH PL
18	728-758-9876	13705 MILBRANCH CT
19	728-758-9074	13709 MILBRANCH CT
20	728-758-7573	3708 MILBRANCH PL
21	729-758-0009	3601 MILBRANCH PL
22	728-759-8202	3717 MILBRANCH PL
23	729-758-0390	13700 MILBRANCH CT
24	729-758-0684	13701 MILBRANCH CT
25	728-758-7281	3712 MILBRANCH PL
26	728-759-5005	3724 MILBRANCH PL
27	728-759-6813	3725 MILBRANCH PL
28	728-757-5689	3600 MILSHIRE CT
29	728-758-4822	3608 MILSHIRE CT
30	728-758-4567	3712 MILSHIRE PL
31	728-758-6700	3601 MILSHIRE CT
32	728-758-4830	3612 MILSHIRE CT
33	728-758-3481	3720 MILSHIRE PL
34	728-758-5880	3717 MILSHIRE PL
35	728-758-6625	3609 MILSHIRE CT
36	728-758-4714	3604 MILSHIRE CT
37	728-758-6272	3713 MILSHIRE PL
38	728-758-4593	3725 MILSHIRE PL
39	728-758-4752	3704 MILSHIRE PL
40	728-758-6456	3705 MILSHIRE PL
41	728-758-6817	3605 MILSHIRE CT
42	728-758-3592	3724 MILSHIRE PL
43	728-758-6534	3613 MILSHIRE CT
44	728-758-3772	3716 MILSHIRE PL
45	728-758-5286	3721 MILSHIRE PL
45	728-758-4759	3708 MILSHIRE PL

47	728-758-6348	3701 MILSHIRE PL
48	728-758-6464	3709 MILSHIRE PL
49	728-758-4744	3700 MILSHIRE PL
50	728-757-4489	3605 MILBURY RUN ST
51	728-758-3631	3617 MILBURY RUN ST
52	728-758-3423	3613 MILBURY RUN ST
53	728-758-1950	3624 MILBURY RUN ST
54	728-758-0762	3632 MILBURY RUN ST
55	728-758-1617	3608 MILBURY RUN ST
56	728-758-2479	3637 MILBURY RUN ST
57	728-758-3645	3621 MILBURY RUN ST
58	728-758-1725	3612 MILBURY RUN ST
59	728-758-3361	3629 MILBURY RUN ST
60	728-758-3653	3625 MILBURY RUN ST
61	728-757-2280	3600 MILBURY RUN ST
62	728-758-1941	3620 MILBURY RUN ST
63	728-758-1355	3628 MILBURY RUN ST
64	728-758-1732	3616 MILBURY RUN ST
65	728-758-1381	3640 MILBURY RUN ST
66	728-757-3483	3601 MILBURY RUN ST
67	728-758-0872	3636 MILBURY RUN ST
68	728-758-3515	3609 MILBURY RUN ST
69	728-758-1409	3604 MILBURY RUN ST
70	728-758-2768	3633 MILBURY RUN ST
71	729-758-2613	3601 MILBRIER PL
72	729-758-2875	3709 MILBRIER PL
73	729-758-0743	3608 MILBRIER PL
74	729-758-1276	3708 MILBRIER PL
75	729-758-1979	3712 MILBRIER PL
76	729-758-3166	3705 MILBRIER PL
77	729-758-1115	3600 MILBRIER PL
78	729-758-2839	3609 MILBRIER PL
79	729-758-0760	3700 MILBRIER PL
80	729-758-3057	3701 MILBRIER PL
81	729-758-0734	3604 MILBRIER PL
82	729-758-3228	3605 MILBRIER PL
83	729-758-0769	3704 MILBRIER PL