

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF THE COVES AT WILTON CREEK OWNERS ASSOCIATION

THIS AMENDED AND RESTATED DECLARATION, made on the date hereinafter set forth by THE COVES AT WILTON CREEK OWNERS ASSOCIATION, a Virginia nonstock corporation (referred to herein as the "Association"), is as follows:

WHEREAS, The Coves at Wilton Creek Limited Partnership, a Virginia limited partnership, (hereinafter referred to as "Initial Declarant") established the Declaration of Covenants, Conditions and Restrictions of The Coves at Wilton Creek (the "Initial Declaration") dated January 13, 1987, and recorded March 9, 1987, in Deed Book 162 at Page 486 among the land records of Middlesex County, Virginia; and

WHEREAS, when the Initial Declaration was recorded, the Initial Declarant was the sole owner of certain property located in the County of Middlesex, State of Virginia, described on Exhibit "A" attached hereto and by this reference made a part hereof, which property is known as THE COVES AT WILTON CREEK, a project comprised of single family dwellings and condominium units; and,

WHEREAS, the Initial Declarant no longer maintains voting control of the Association, and the Association has assumed its obligation and duty to administer and exercise the rights, responsibilities and obligations hereof with due and strict diligence; and

WHEREAS, to that end, Association desires to amend and restate the covenants, conditions and restrictions as hereinafter set forth. These amended and restated covenants, conditions and restrictions shall continue to run with the said real 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 continue inure to the non-exclusive benefit of each owner thereof.

Now, therefore, WITNESSETH, that in consideration of the premises, and the covenants, conditions and restrictions herein contained, the Association with the consent of the undersigned Owners holding at least two-thirds (2/3) of the votes in the Association, as evidenced by their signatures hereto, hereby declare that all of the aforesaid real property (hereinafter described as the "Properties") shall be held, sold and conveyed subject to the following amended and restated covenants, conditions and restrictions which are for the purpose of protecting the value and desirability of and which shall run with the said real property and be binding on all parties having any right, title or interest therein or any part thereof, their heirs, assigns, and successors in interest, and shall inure to the non-exclusive benefit of each owner thereof.

ARTICLE I - DEFINITIONS

Terms in this Declaration are defined in Amended and Restated Bylaws, Article III.

ARTICLE II – MEMBERSHIP

Every person or entity who is a record Owner of any Lot or Unit of the Coves at Wilton Creek, Middlesex County, Virginia, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of the Lots or Units. Ownership of a Lot or Unit shall be the sole qualification for membership, and an Owner shall have a membership for each Lot or Unit owned. Upon the closing of the sale of a Lot or Unit, the membership of the selling Owner shall cease and the purchasing Owner shall become a Member of the Association.

ARTICLE III – VOTING RIGHTS

Each Member shall be entitled to one (1) vote for each Lot or Unit in which they hold the interest required for membership by Article II. When more than one person holds such interest, all such persons shall be Members and the vote for such Lot or Unit shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot or Unit.

ARTICLE IV – ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Lot or Unit Owner, by acceptance of the Owner's deed (whether or not it shall be so expressed in any such deed or other conveyance) is deemed to covenant and agree to pay to the Association:

(a) Annual assessments or charges, and

(b) Special assessments for unanticipated capital improvements, repairs, maintenance and costs, such assessments to be fixed, established and collected from time to time as hereinafter provided.

The annual and special assessments, together with late charges (including without limitation reasonable attorneys' fees), interest thereon and costs of collection thereof, as hereinafter provided in Section 8 of this Article, shall be a charge on the land and shall be a continuing lien upon the Lot or Unit

against which each such assessment is made. Each assessment, including any charges under Section 8 of this Article, shall be the personal obligation of the person(s) or entity who were the Owners of such Lot or Unit at the time when the assessment became due and payable.

Certain Owners belong to both the Association and a separate condominium unit owners association where the Owners Unit is located. The unit owners association for each condominium regime located on the Properties shall be authorized to collect and pay over to the Association all annual and special assessments due and payable to the Association with respect to each Unit of such condominium, it being the intent hereof that each unit owners association will collect sufficient funds to pay the assessments due hereunder for all such units.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be:

- (a) for the purpose of maintaining, repairing and replacing the sanitary sewer system and the water system serving all recorded Lots, Units and Common Facilities;
- (b) for the purpose of maintaining, repairing and replacing the private roads and streets conveyed to the Association and located on the Properties, over which all owners have a perpetual non-exclusive access easement;
- (c) for the purpose of maintaining, repairing and replacing any and all Common Facilities conveyed to the Association;
- (d) for adequate control measures to prevent the erosion, overflow of storm water or drainage from the Properties, following the initial development thereof;
- (e) for the non-exclusive enforcement of the Declaration;
- (f) for the employment from time to time of independent or other contractors, agents and laborers as the Association may deem necessary to exercise the powers, rights, authorities and privileges granted to it;
- (g) for the employment of legal counsel and accountants as may be deemed advisable by the Association;
- (h) for the establishment of capital reserves for future anticipated capital expenditures; and
- (i) for the ordinary and usual business of a non-stock, non-profit Association and for such other purposes as are consistent with the powers, rights, authorities and privileges of the Association.

The Association has the affirmative obligation to maintain and repair the aforesaid sewer and water systems, private roads and streets and common facilities. The Association may retain the services of a third party to provide these services.

Section 3. Membership Fee. Each new Owner shall be required to pay a membership fee to the Association at the time of the conveyance of such Lot or Unit to the new Owner. This fee shall be in an amount determined by the Board of Directors from time to time, and is currently \$350.00. This fee shall be paid by each purchaser at the time of and as an incident of the closing of such sale, but shall be in addition to the settlement or closing costs otherwise due in connection with the purchase. For purposes of this Section, a new Owner is one who did not own any other Lot or Unit at the time of this purchase.

Section 4. Annual Assessments. The annual assessment for each Lot or Unit shall be established by the Board of Directors of the Association for the coming calendar year at a duly called meeting of the Board of Directors of the Association by December 31st of each year. Such annual assessment shall be payable in advance in such other manner as may be established by the Board of Directors. At the time of the conveyance of each Lot or Unit, each purchaser or new Owner shall pay any pro rata share of payment due applicable to his Lot or Unit. Written notice of the annual assessment shall be sent to every Owner subject thereto. The Association shall, upon demand at any time, furnish a certificate in writing signed by an officer of the Association or the managing agent setting forth whether the assessments on a specified Lot or Unit have been paid. A reasonable charge may be made by the Board for the issuance of such a certificate. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, special assessments applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, maintenance, repair or replacement of the water or sewer system, private streets, landscaping, signs or other Common Facilities, or any part or portion thereof, owned by the Association, provided that any such special assessment shall have the assent of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a membership meeting duly called for this purpose. The approval of such special assessment by the membership shall be obtained at a meeting of the Association in accordance with Section 7 of this Article. Such special assessment may be payable either annually or in periodic payments, on such date or dates as may be established by the Board of Directors.

Section 6. Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and at a uniform rate for Units.

Section 7. Quorum for Any Action Authorized Under Section 5. At the meeting called for the purpose of establishing the assessments as provided in Section 5 hereof, the presence at the meeting, in person or by proxy, of fifty percent (50%) of all Members shall constitute a quorum. Notice of any such meeting shall be given in writing which shall be sent to all members not less than twenty-five (25) days nor more than fifty (50) days in advance of the meeting and shall set forth the purpose of the meeting. If the required quorum is not forthcoming at any meeting, another meeting may be called and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, but in no event will the quorum be less than ten percent (10%) of the total votes entitled to be cast at such meeting either in person or by proxy. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. If any assessment or any installment thereof is not paid within thirty (30) days from any due date, the assessment shall be subject to a late charge not to exceed 10% of the amount of the assessment or installment and shall bear interest from the date of delinquency at the rate of eighteen per cent (18 %) per annum. In addition, if legal or other action is instituted by or on behalf of the Association to collect any monies due, the Owner in default will pay late charges, interest and the costs of collection including administrative costs and reasonable attorney's fees. As herein used, "administrative costs" shall include, but not be limited to, the hourly charges and mileage charges to which a managing agent may become entitled by participating in collection efforts. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the water or sewer system, private streets or Common Facilities located on the Properties and owned by the Association or by the abandonment of such Owner's Lot or Unit.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any deed or deeds of trust secured by any Lot or Unit. Sale or transfer of any Lot or Unit shall not affect the assessment lien; provided, however, the sale or transfer of any Lot or Unit pursuant to a foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payment thereof which became due prior to such sale or transfer, except to the extent the Association may be entitled to any surplus sales proceeds as a junior lien creditor. No sale or transfer shall relieve such Lot or Unit from liability for any assessments which thereafter become due, or from the lien thereof.

ARTICLE V – RESTRICTIONS AND RESERVATIONS

1. Use of Lots. The Lots and Units of this development shall be used for residential purposes only, except for any home occupations permitted under the Middlesex County Zoning Ordinance; provided, however, that domesticated pets, or other animals, may not be kept for boarding, breeding, or maintained for any commercial purposes whatsoever.

2. Improvements. No structure shall be erected, altered, placed or permitted to remain on any Lot, other than one detached single-family primary dwelling not to exceed 2½ stories in height, private swimming pools or other recreational facilities approved by the Architectural Control Committee, and private garages for not more than three cars. Exceptions to the permitted uses set forth above shall require the approval of the Architectural Control Committee as provided in Article VI. Any approval or disapproval of uses other than the permitted uses set forth above may be based on purely aesthetic grounds and shall be in the discretion of the Committee.

3. Minimum Area. All residential structures constructed on Lots shall have a finished living area, exclusive of porches, attics, patios, balconies, terraces, decks, pools, breezeways, and garages, of not less

than 2,000 square feet. Prefabricated homes employing volumetric modules shall not be permitted on any Lot.

4. Construction Driveway. No building, grading or clearing for a structure permitted in paragraph 2 above shall be commenced on any Lot until a crushed rock driveway has been installed for a distance of 35 feet into said Lot and maintained so as to prevent the depositing or accumulating of mud, dirt, rock, or debris upon the streets and roads of the development.

5. Cleated Equipment. No tractor cleated equipment shall be driven on the street and roads within the development.

6. Road Damage. The cost to repair any damage to the grading or road surface of the streets and roads of the development, or the siltation and erosion control system related thereto, caused by the work of an Owner, his agents, invitees, and guests on such Owner's Lot shall be paid by the Owner responsible for such damage and may be collectible, by legal proceedings, together with interest, court costs, and reasonable attorney's fees, from such Owner if not paid upon demand.

7. Driveway Aprons. Each Lot Owner shall be responsible for the installation and maintenance of storm water control in the area where a driveway connects with the streets or roads of the development. The responsibility of a Lot Owner shall include installation of any culvert pipe in the ditch line for his Lot, if required, and providing a gravel base on the driveway apron area for his Lot within and adjacent to the access right of way. Such culvert pipe(s) and/or gravel base will be in conformity with the applicable specifications or requirements of Middlesex County and the Virginia Department of Highways and Transportation. If the improvements required by this paragraph have not been properly installed by the Owner, the Association may, upon Owner's failure to comply with the requirements and/or correct any deficiencies in the installation, after thirty (30) days written notice to the Owner, correct such deficiencies and shall, upon demand, be reimbursed by the Owner for the actual costs thereof.

8. Diligence. The construction of any building or structure upon any Lot shall be diligently pursued to completion within eighteen (18) months after such work has begun.

9. Natural Vegetation. It is declared to be the purpose and intent of the Association and the Owners to generally maintain THE COVES AT WILTON CREEK as a development of tastefully designed contemporary and traditional homes and condominium units, utilizing the existing natural vegetation, topography and storm water drainage system to the maximum extent possible. To assure compliance, no clearing shall be commenced on any Lot until a site plan is submitted to the Architectural Control Committee and is approved pursuant to the terms of this Article V and Article VI.

10. Appearance. Properties must be maintained free of trash, garbage, refuse or other waste materials and the Board of Directors, any Committee of the Board or the Association's managing agent, hereby is granted the authority to inspect the Lots from the street and to advise the Owner of actions needed to correct any violations of the Declaration or Rules. Landscaping accents, decorations or ornaments must be in keeping with the goals of supporting or enhancing property values of the community. Outdoor cooking units or grills must be kept to the side or rear of homes and shielded from public view. Trash containers, recycling bins, heating oil tanks, liquid propane tanks, heat pumps, compressor units, swing sets, toys, or play ground equipment must be restricted to appropriate and not unsightly areas on each Lot and screened from view as approved by the Architectural Control Committee. Docks or piers shall be used for the number of boats for which they were designed and built. Rafting of any additional boats may be permitted only at the discretion of the Board of Directors.

11. Land Conservation. Each Lot Owner shall keep his Lot free of trash, debris and rubbish, and shall employ such conservation practices necessary to maintain the proper contour of the land and to prevent erosion.

12. Mowing and Weed Control. In order to maintain the residential character and appearance of the development, all Lot lawns shall be kept mowed to a height not exceeding four (4) inches. Pastures, fields and all other cleared areas shall be cut, mowed or trimmed at least three (3) times a year during the growing season, except that vacant Lots need be cut, mowed or trimmed, only once a year. In the event an Owner clears a portion of a Lot, grass shall be planted and maintained as lawn, pasture, or field, or the area otherwise maintained in keeping with these requirements and the Architectural Control Committee Guidelines.

13. Debris. There shall be no disposing of tree cuttings, leaves, grass clippings or other debris on the common areas, adjacent undeveloped lots, or on roadway easements.

14. Parking. Adequate space for the off street parking of automobiles and other vehicles shall be provided by each Lot Owner. No automobile or other vehicle shall remain on any Lot or common area unless it has current state license plates, county tags and a current inspection sticker, if required.

15. Temporary Structures. No trailer, shed, mobile home, tent, or any temporary structure shall be used as a residence on any Lot.

16. Storage on Lots. Undeveloped lots, except one which is landscaped, adjacent to and owned by the same Owner as a developed lot, shall not be used to store materials, including construction materials, or vehicles of any type, to include, but not limited to, automobiles, trucks, recreational vehicles,

boats or trailers. No buildings shall be erected on any undeveloped lot without the approval of the Architectural Control Committee.

17. Re-subdivision. The Board of Directors in its sole and absolute discretion shall only permit re-subdivision of any of the Lots with approval. Any re-subdivision shall have the written consent and joinder of the Board of Directors. Total assessment fees after re-subdivision will be the same as prior to re-subdivision.

18. Utility Easements. The Association reserves to itself the right to grant to any public utility company easements, such as telephone, electric, gas and cable television, for utility service purposes on a strip of land, within each Lot, fifteen (15) feet wide, running adjacent to and parallel with all property lines of each Lot, provided such utility easements within the Properties shall be for underground service lines only.

19. Underground Utilities. All telephone, electric, gas, and other utility service lines and connections between the main utility and service lines and the residences or other buildings of each Lot shall be concealed and located underground so as not to be visible.

20. Sanitary and Storm Sewer. The Association reserves to itself the right to grant the Association or the appropriate governmental body or agency thereof, such sanitary and storm sewer and storm drainage and other easements as may be required or requested by the Association or such governmental body or agency thereof, on any Lot, or on any other portion of the Properties without the consent or joinder of any Owners.

21. Primary Utility Service. The cost of transformers and "lateral" service to individual homes shall be the individual responsibility of the respective Lot Owners. The cost of a transformer serving more than one Lot shall be paid for initially by the Lot Owner requesting utility service. Each Lot Owner who subsequently connects to and uses such transformer shall reimburse and pay his pro rata share of the cost of the transformer to the Lot Owner who initially paid for the installation thereof. Each Lot Owner who connects to and uses water and sewer utilities shall be responsible for the payment of a connection fee for such utility service, to be established from time to time by the Architectural Control Committee Guidelines.

22. Fences. No fencing of any kind shall be permitted on a Lot without the express written approval of the Architectural Control Committee.

23. Leasing of Properties. No owner shall lease a property other than on a written form of lease requiring the lessee to comply with the Association's Declaration, Bylaws and Rules and Regulations, and providing that failure to comply constitutes a default under the lease. Each property owner shall, following the execution of any lease of a property, forward a conformed copy of the of the lease agreement to the Board of Directors.

24. Maintenance of Property. It shall be the responsibility of each Owner, tenant, contractor, or subcontractor to prevent the development of any unclean, unsightly, unkempt, unhealthy or unsafe conditions of buildings or grounds on any Lot which shall tend to substantially decrease the beauty or safety of THE COVES AT WILTON CREEK, the neighborhood as a whole, or the specific area. The Association and its agents and employees shall have the perpetual right to enter upon any Lot for the purpose of correcting such conditions, including, but not limited to, repairs, painting or the removal of trash which has collected on the Lot, and the cost of such corrective action shall be paid by the Lot Owner. Such entry shall not be made until thirty (30) days after the Owner of the Lot has been notified in writing of the need to take corrective action and unless such Owner fails to perform the corrective action within said thirty (30) day period; provided, however, that should such condition pose a health or safety hazard, such entry shall not be made until the Owner has been notified in writing of the need to take immediate corrective action and unless such Owner fails to perform the corrective action immediately. The provisions of this Section shall not create any obligation on the part of the Association to take any such corrective action.

25. Pets. All pets, except felines, shall be either carried or kept on a leash when outside the owner's Lot or Unit.

ARTICLE VI – ARCHITECTURAL CONTROL COMMITTEE

Section 1. It is declared to be the purpose and intent of the Association to generally maintain THE COVES AT WILTON CREEK as a community of tastefully designed contemporary and traditional residences on the Lots. To that end and to ensure compliance with the requirements of Article V of this Declaration, there is hereby established The Coves at Wilton Creek Architectural Control Committee, hereinafter referred to as the "Committee". Approval of all site plans, specifications, plats and external designs of any improvements pursuant to Article V to be erected, built or altered upon any of the Lots must be obtained from the Committee. All submissions to the Committee shall follow instructions and requirements set forth in the current Architectural Control Committee Procedures and Guidelines to include the Builder's Agreement attached hereto as Exhibit "B" executed by the Owner, the builder and the Association.

Section 2. The Committee's approval or disapproval shall be given in writing. In the event that the Committee fails to give written approval or disapproval within thirty (30) days from the date of receipt by the Committee of such plans, specifications, plats or external designs, or in the event that no suit to enforce these provisions has been filed in the appropriate court within six (6) months of completion of the subject construction or alteration, then approval by the Committee shall be conclusively presumed to have been granted. Copies of all submissions and materials shall be retained and kept on file by the Committee. Approval or disapproval by the Committee shall not be interpreted as a waiver of any of the covenants,

conditions and restrictions herein, which will continue in full force and effect.

Section 3. The membership of the Architectural Control Committee shall consist of at least three but not more than five members selected by the Board of Directors of the Association. A Chairman and Vice-Chairman will be designated. The members of the committee shall not be entitled to any compensation for their services.

ARTICLE VII - RIGHTS OF OWNERS AND RESPONSIBILITIES OF ASSOCIATION

Section 1. All of the Owners of Lots and Units, their successors and assigns, shall have the perpetual, non-exclusive right to use all of the streets and roads owned by the Association. The Association shall have the sole responsibility for the maintenance, upkeep, repair and replacement of all such streets and roads, as well as all appurtenant facilities (e.g., any sidewalks, curbs, etc.), and shall keep the same in good condition.

Section 2. Each Lot and Unit (or the condominium regime of which such Unit is a part) shall have, as an appurtenance thereto the benefit of that portion of the sanitary sewer system and water system located on the Properties that serves such Lot or Unit. Upon conveyance (in fee or by easement) to the Association of each portion of the sanitary sewer system and water system serving the Properties, the Association shall thereafter be solely responsible for the maintenance, upkeep, repair and replacement of such portion(s) of such system(s), as well as all appurtenant facilities (e.g. any pipes, mains, pumps, tanks, siphons, percolation lines, and other related equipment and fixtures) and shall keep the same in good condition. Each Owner is responsible for that portion of the sanitary sewer system or the water system that serves only their Lot or Condominium Unit, as the case may be. The Association or Condominium Association, again as the case may be, is responsible for the sanitary sewer system or the water system that serves more than one Lot or Unit.

Section 3. The Owner of each Lot or Unit shall have the non-exclusive right, in common with the other Owners, to use and enjoy, subject to any rules and regulations promulgated by the Board, from time to time, the Common Facilities located on the Properties. Upon conveyance (in fee or by easement) to the Association of such Common Facilities, the Association shall thereafter be solely responsible for the maintenance, upkeep, repair and replacement of such Common Facilities, and shall keep the same in good condition. The Association's Board of Directors shall have the right and is hereby authorized to charge reasonable admission and other fees for the use of the Common Areas and Common Facilities.

Section 4. Obligations of the Association. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the improvement, maintenance, management, operation and control of the Association's Common Areas and all improvements on the Common Area, including but not limited to equipment, fixtures and personal property, for the benefit of the Members. The Common

Areas shall be maintained in accordance with this Declaration and Middlesex County municipal regulations and zoning restrictions and shall be kept in good, clean and attractive condition, order and repair.

ARTICLE VIII – GENERAL PROVISIONS

Section 1. 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. The monetary charges or suspension shall be applied in accordance with the Property Owners Act, Section 55-513. The Act states that the amount of charges assessed for a violation of the covenants shall not exceed \$50 for a single offense or \$10 per day for any continuing offense. The total charges for any offense of a continuing nature shall not be assessed for a period exceeding ninety days. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Administration by Association. It shall be the obligation and duty of the Association to administer and exercise the rights, responsibilities and obligations hereof with due and strict diligence.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by a court order or judgment shall not affect any other provisions which shall remain in full force and effect.

Section 4. Covenants to Run with Land. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, the Association, or any Owner subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for an original term of twenty (20) years from March 9, 1987, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless amended as hereinafter provided.

Section 5. Amendment. Any Article of this Declaration may be amended during any extension of the original term by a vote of at least two-thirds (2/3) of the Members of the Association.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of this 29th day of March 2016.

THE COVES AT WILTON CREEK OWNERS ASSOCIATION,
a Virginia nonstock corporation

By: Margaret A. Moushau

President

State of Virginia

County of Middlesex, to-wit:

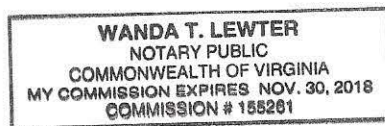
I, Wanda T. Lewter, a Notary Public in and for the said State and County, do hereby certify that this day personally appeared before me in my said County, Margaret A. Moushau, President of THE COVES AT WILTON CREEK OWNERS ASSOCIATION, a Virginia nonstock corporation, whose name is signed to the foregoing instrument and acknowledged the same before me in my said County, for and on behalf of said corporation.

My commission expires: 11-30-2018

GIVEN under my hand this 29th day of March 2016.

Wanda T. Lewter

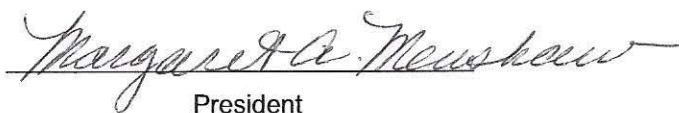
Notary Public as aforesaid



CERTIFICATE PURSUANT TO VIRGINIA CODE SECTION 55-515.1

The undersigned hereby certifies pursuant to Virginia Code Section 55-515.1 F, as follows:

1. That The Coves at Wilton Creek Owners Association (the "Association") is a Virginia nonstock corporation which operates as the property owners' association for The Coves at Wilton Creek, Middlesex County, Virginia;
2. That the undersigned is the principal officer of the Association and is authorized to make this certification; and
3. That at least two thirds (2/3) of the owners of Lots and/or Units in the Coves at Wilton Creek have signed a ratification statement signaling approval of the Amended and Restated Declaration to which this certificate is attached.


President

State of Virginia

County of Middlesex, to-wit:

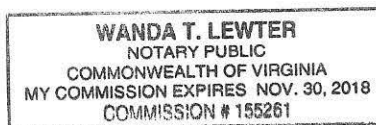
I, Wanda T. Lewter, a Notary Public in and for the said State and County, do hereby certify that this day personally appeared before me in my said County, Margaret A. Newshaw, President of THE COVES AT WILTON CREEK OWNERS ASSOCIATION, a Virginia nonstock corporation, whose name is signed to the foregoing instrument and acknowledged the same before me in my said County, for and on behalf of said corporation.

My commission expires: 11-30-2018

GIVEN under my hand this 29th day of March 2016.



Notary Public as aforesaid



INSTRUMENT #160000377
RECORDED IN THE CLERK'S OFFICE OF
COUNTY OF MIDDLESEX ON
MARCH 29, 2016 AT 03:58PM

LYNN L. DUNLEVY, CLERK
RECORDED BY: LML