

**SECOND AMENDMENT TO
FONTANA DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS**

THIS SECOND AMENDMENT, dated May 21, 2018, amends to the extent hereinafter provided the Fontana Declaration of Covenants, Conditions, Restrictions and Easements, dated June 23, 1998 of record in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, in Deed Book 1716, page 477 (the "Declaration") and amended by First Amendment dated September 18, 1997, and is made pursuant to Article X, Section 10 of the Covenants.

- I. ARTICLE IX – USE RESTRICTIONS, Section 1 Limitations on Use of Lots and Common Area shall be deleted in its entirety and be replaced by the following:

ARTICLE IX- USE RESTRICTIONS

Section 1 - Limitation on Use of Lots and Common Area. The Property, including Lots and Common Area, shall be occupied and used as follows:

(a) Residential Use. All Lots shall be used for residential purposes and customary recreational and accessory uses and purposes incidental thereto. The use of a portion of a dwelling on a Lot as a home office by the Owner or Tenant thereof shall be considered a residential use, provided that the use of the Lot does not create undue customer, client or delivery traffic to and from the Lot. The provisions of this paragraph shall not prohibit the Developers of Phase 4C to use any house or other dwelling unit within Phase 4C on a Lot as a model home or as a sales office for homes in Phase 4C until the Developer sells all Phase 4C lots ("Phase 4C Completion Date").

(b) Single Family Dwellings. No building, except as herein provided, shall be erected, altered, placed or permitted to remain on any of the Lots other than one building for a single family dwelling and two accessory buildings which may include a detached garage or guest suite without kitchen facilities or storage shed.

(c) Exterior Completion. The exterior of each structure must be completed within six

months and yard/landscaping must be completed within 12 months after the commencement of construction of same, except where such completion is impossible or would result in great hardship to the Owner or Builder due to strikes, fires, national emergency or natural calamity. Failure to timely complete the exterior of any improvements or landscaping required herein may be enforced by the Board of Directors by means of a Correction Assessment.

(d) Nuisance. No noxious, boisterous or offensive activity shall be carried on upon the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to any other Owner or a fire hazard or safety hazard to any other Owner or to any improvement. The Board of Directors shall have the authority to determine whether any activity conducted upon any such area constitutes a nuisance and shall give the Owner notice specifying the nature of the nuisance and a reasonable opportunity to comply. The Board of Directors shall have full authority and power to abate any nuisance found to be existing if the Owner fails to abate the nuisance within the time period given. Construction and land development activities of the builders in Phase 4C shall not be considered a nuisance until the Phase 4C Completion Date.

(e) Garbage and Storage Receptacles. The Owner of each Lot shall keep garbage or storage receptacles within the garage or provide an area in which garbage receptacles or similar storage receptacles and other unsightly objects must be placed or stored in order to conceal them from view from the Streets and from adjacent Lots or parts of the Property. Plans for any screened area must be reviewed and approved by the ARB.

(f) Garbage Pick-up. Garbage pick-up shall take place curbside unless otherwise designated by the Board of Directors. No Owner shall place the garbage receptacles at the curb earlier than the evening prior to pick-up and shall remove the same the day of pick-up.

(g) Clothes Drying. No clothing, laundry or wash shall be aired or dried except inside the residence and/or accessory building on any Lot.

(h) Inoperable Vehicles. No inoperable vehicle shall remain on the Property for more than 48 hours. The Board of Directors may determine what is an inoperable motor vehicle.

(i) Vehicles. Vehicles of any kind or description which do not have a current license and a valid inspection sticker shall not be kept or maintained on the Property, except in garages.

The maximum number of vehicles which may be maintained or stored on any Lot (excluding those stored in garages) shall be four (4).

(j) Recreational and Other Vehicles. No mobile home, trailer, camper, bus, recreational vehicle, dune buggy, tow truck, tractor, backhoe, boat, trailer or truck over 3/4 ton rated capacity shall be placed, stored or parked on the Property, except in garages, either temporarily or permanently. Additionally, the Board of Directors shall have the power to regulate or prohibit the placement, storage or parking, whether temporary or permanent, within the Property of any vehicle which in the opinion of the Board of Directors detracts from the general aesthetic character and harmony of Fontana by reason of: (i) the general disrepair or dilapidated state of such vehicle, (ii) the types or quantities of materials or items stored on or within such vehicle, or (iii) the unusual or tasteless exterior appearance of such vehicle. The provisions of this section shall in no way limit or proscribe the rights of home building contractors and their agents, contractors and subcontractors to park vehicles related to construction activities upon Property in Phase 4C until the Phase 4C Completion Date.

(k) Signs. In general, no sign of any kind (including information boxes, advertisements for security or home services, or miscellaneous advertisements) shall be displayed to the public view on or from any Lot, street, the Common Area, or on or from within any structure (including in windows) located on any Lot. Exceptions include: 1) those signs approved in writing by the Board of Directors; 2) those signs used by Developers and Builders in Phase 4C until the Phase 4C Completion Date, including construction signs, lot number signs, model signs, model home signs and sold signs, 3) one standard 18" x 24" professionally designed and printed "for sale" or "for rent" sign (which may have a brochure box attached) on the homeowner's lot while the house is actively on the market 3) one construction sign on the homeowner's lot of no more than 18" x 24" during a period of construction; 4) one sign supporting a political candidate on the homeowner's lot of no more than 18" x 24" during the four weeks prior to a primary or general election; and 5) those signs, if any, which shall be required by Albemarle County or VDOT. "Open House" signs on the homeowner's lot and any directional signs pointing to the Open House (which may not include balloons and may not be placed on another Homeowner's lot without their permission) are considered to be temporary signs and may be placed on the same day as the open house only; no other directional signs shall

be permitted in connection with a house sale or rental.

(l) Temporary Structures. No structure of temporary character, mobile home, tent or trailer shall be used on any Lot or the Common Area at any time as a residence.

(m) Toys, Bicycles, Equipment. All toys, bicycles, tricycles, motorcycles, lawn and garden implements, machines, equipment and the like shall be kept and stored out of sight on any Lot when not in use. Trampolines may not be placed in the front or side yards of the house. Basketball hoops may be placed on the driveway. These items (trampolines and basketball hoops) may (if maintained and placed properly) remain outside at all times.

(n) Drainage. No Owner shall interfere unreasonably with the natural drainage of surface water from his Lot to the detriment of any other Lot.

(o) Antennas and Satellite Dishes. Except as otherwise required by law to be permitted, no free standing television antenna, satellite dish, radio receiving or transmitting antenna shall be constructed or permitted on any lot or exterior of any dwelling except satellite dishes less than 30" in diameter. The location of those satellite dishes permitted must be in the back yard unless otherwise approved by the ARB.

(p) Boundary Revisions. No Lot may be subdivided or its boundary lines changed except with the prior written consent of the Board of Directors, except that in Phase 4C until the Phase 4C Completion Date the Phase 4C Developer shall have the right to re-plat any Lot owned by it and shown on any subdivision plat of the Property in order to create a modified building Lot or Lots and to take such other steps as are reasonably necessary to make such re-platted Lot suitable and fit as a building site, including, but not limited to the relocation of easements, open space, rights of way, pedestrian paths and other amenities to conform to the new boundaries of said re-platted Lot.

(q) Firewood. No more than a cord of firewood may be stored at any time on any Lot. All woodpiles shall be in the rear of the Lot no closer than 10 feet to any structure used as a residence and shall be either uncovered or covered with tarpaulins of dark (green, black or brown) color and properly secured.

(r) Mailboxes and Newspaper Boxes. Homeowners shall be responsible to maintain their mailbox structure including black metal mailbox, wooden newspaper box and wooden mailbox post. The wooden surfaces will be kept painted in the approved color. The metal mailbox will be kept free of rust and unreasonable wear. The posts holding the mailbox and newspaper boxes shall be straightened when necessary in such a way that the entire structure presents a uniform and well-maintained appearance. No real estate sales information box or advertisements of any kind shall be mounted on any mailbox, newspaper box or post. The Board of Directors reserves the right to specify the design of the mailbox, including the location of address numbers, paint color for the wooden surfaces, and may change the design from time to time and shall maintain such information on the Association website.

(s) Exterior Appearance. Every Owner shall be responsible for maintaining a neat exterior appearance of his or her Lot and improvements thereto, including, but not limited to, reasonable maintenance of dwelling and other buildings, lawn, trees and shrubbery. In compliance herewith, each Owner shall maintain and mow the grass on his or her Lot so that it does not exceed six (6) inches in length. Landscaping shall be maintained so that weeds do not overtake the property. Areas of bare dirt must be covered with either mulch or grass to prevent erosion and maintain a well-kempt appearance. Each Owner shall maintain all driveways, decks, porches and patios in a neat and orderly fashion and shall not use them for permanent storage.

(t) Pets. No farm animals, livestock or poultry of any kind shall be raised, bred, or kept on the Property, except that dogs, cats or other common household pets (collectively "Household Pets") may be humanely maintained within a lot's boundary and provided they do not create conditions or engage in behaviors that unreasonably interfere with the enjoyment of neighboring lots by their occupants. No Household Pet, except cats, shall be permitted off the Lot occupied by such Household Pet's Owner except on a leash. Owners of Household Pets shall promptly bag and properly dispose of said pet's feces in a trash bin wherever deposited on any homeowner's or common area property.

(u) Fences. No fence may be erected upon any Lot in the front yard. If approved by the ARB, fences may be erected in the side and/or back yards of Lots, provided that no fence shall extend closer to a Street than the front corners of the dwelling on the Lot. The "front" shall

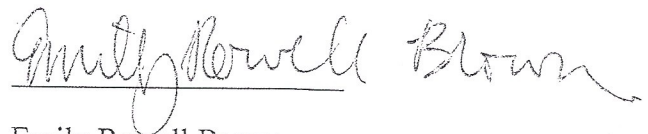
be that side of the dwelling on a Lot facing, or most nearly facing, a street. Should a question arise about the location of the front, side or rear yard, it shall be conclusively determined by the ARB. The ARB will consider and grant approval to construct a new fence according to the current ARB guidelines.

(v) Trees. Any dead or diseased tree on any Lot must be cut down and removed. This does not require ARB permission. If any such tree removal would cause the number of trees per acre for the Lot designated area shown on the recorded subdivision plat of any Phase of Fontana to be less than ten, the Owner cutting down or removing such tree shall immediately plant on his or her Lot either a deciduous tree 1 1/2 inches or more in caliper or a non-deciduous tree four feet or taller in height once the dead or diseased tree is cut down or removed. No living deciduous tree 1 1/2 inches or more in caliper nor any living non-deciduous tree four feet or taller in height upon any Lot may be cut down or removed without prior written permission from the ARB. A landscape plan shall be submitted with the plans and specifications for cutting, and such plan will show existing trees and shrubs and clearly indicate those to be removed. Regardless of size, trees in any buffer area, Common Area, or landscape easement may not be cut down or removed without the Board of Director's prior written permission.

This Amendment was approved at a Special Meeting dated May 21, 2018, after notice of homeowners issued May 7, 2018 that a Special Meeting would be held for this purpose, and after a quorum had not been present at a Special Meeting called for this purpose on February 5, 2018. In accordance with Article III Section 7(c) of these Covenants, a quorum of 15% was required at the May 21, 2018 meeting. A quorum of 47 homeowners (28%) were present in person or by proxy at the May 21, 2018 meeting, with an affirmative vote of at least 39 (83%) and a negative vote of no greater than 8 (17%) of the homeowners voting for each revision.



Michael D. Smith
President



Emily Rowell Brown
Secretary