

**THE VILLAGE AT PEBBLE LAKE
TOWNHOUSE OWNERS ASSOCIATION, INC.
MAINTENANCE COVENANT AGREEMENT**

This Maintenance Covenant Agreement is entered into this _____ day of _____, 2021, by and between _____ owner(s) of Lot in The Village At Pebble Lake Townhouse subdivision with the following street address _____, Mechanicsville, Virginia 23111, and The Village At Pebble Lake Townhouse Owners Association, Inc. ("Association").

W I T N E S S E T H :

WHEREAS, the Association was created by the filing of its Articles of Incorporation with the State Corporation Commission on _____ and the recordation of the Declaration of Covenants, Conditions and Restrictions For The Village At Pebble Lake Townhouse Owners Association, Inc. ("Declaration") in Deed Book 2950 at Page 1399, et seq., as amended, among the Land Records of Hanover County, Virginia on June 15, 2009;

WHEREAS, the Declaration provides for and creates the Association, of which all owners of Lots subject to the Declaration are members and which Association, in accordance with the Declaration, is responsible for certain maintenance, repair and replacement of portions of the townhomes on the Lots, including the roofs;

WHEREAS, _____ are the owners ("Owners") of a townhouse with an address of _____, Mechanicsville, Virginia 23111, (hereinafter referred to as the "Lot"), which is subject to the provisions of the Declaration;

WHEREAS, Article V, Section 1 of the Declaration requires prior written approval of the Architectural Committee of the Association before a Lot Owner may make any addition, alteration or improvement that changes the exterior appearance of his Lot;

WHEREAS, Owners have made certain additions, alterations, and/or improvements to the Lot as more specifically set forth below;

WHEREAS, the Association hereby consents to such architectural additions, alterations and/or improvements on the condition that the Owners agree for themselves, their heirs, successors, and/or assigns to maintain, repair, insure and replace such additions, alterations and/or improvements as they have made in accordance with the plans approved by the Architectural Committee, which are incorporated herein by reference, at their own expense, as

though the additions, alterations and/or improvements were a part of the Lot as defined in the Declaration;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and the approval of the Association, through its Board of Directors, of the specified additions, alterations, and/or improvements to the roof of the dwelling on the Lot as made by the Owners, on or about _____, specifically the installation, and maintenance of a solar collection device ("Improvement"), which will be constructed and created in accordance with the specifications approved by the Association as attached hereto and incorporated herein by reference as Exhibit "A", the Owners covenant and agree for themselves, and their heirs, successors, and assigns to insure, maintain, repair and replace the Improvement pursuant to the terms of this Agreement. The Owners covenant and agree that they will construct and install the Improvement in accordance with applicable Hanover County and Virginia Building Code standards and regulations. The construction and installation of the Improvement shall be maintained by Owners in a good, workmanlike manner with standard or better grade materials.

Any and all maintenance, repair and replacement of the Improvement shall be the responsibility of the Owners and performed by the Owners at the expense of the Owners, their heirs, successors, or assigns. Notwithstanding the Owners' maintenance, repair and replacement obligations stated herein, the Association, through its Board of Directors reserves, and the Owners, on behalf of themselves and their heirs, successors and assigns, grants to the Association the right, but not the duty, after notice to the Owners and opportunity to cure, to maintain, repair, replace or remove the Improvement as installed, at the expense of the Owners, their heirs, successors, or assigns, in the event that the Board, in its discretion, believes after investigation by an expert that the Improvement has fallen into disrepair or may cause harm to the roof.

The Association, through its Board of Directors reserves, and the Owners, on behalf of themselves and their heirs, successors and assigns, grants to the Board the right, after reasonable notice to the Owners and opportunity to cure, to maintain, repair, replace or remove the Improvement as installed, at the expense of the Owners, their heirs, successors, or assigns, in the event that the Board determines that the Improvement fails to comply with the submitted plan for such Improvement.

In addition, the Board reserves the right in the event repairs or replacements may be necessary to portions of the roof and any other property for which the Association or the Board are responsible under the documents of the Association except as modified by this Agreement, to remove or dismantle and reattach the Improvement as installed at the expense of the Owners, their heirs, successors, or assigns. The additional cost for removing, dismantling and reattaching the Improvement shall be the responsibility of the Owners. The Association shall not be responsible for any damage to, or impairment of the functionality of, the Improvement or its components.

Owners covenant and agree for themselves and their heirs, successors, and assigns, that they shall indemnify and hold harmless the Association, its members, the Board of Directors and any delegated committee of the Association from, and shall be responsible for, any and all costs

and damages, including, but not limited to, all costs, expenses, loss, damages and attorney's fees, including damages to third persons or their property or damage to the roof or other dwellings in The Village At Pebble Lake Townhouse subdivision, including but not limited to leaks or any other water or element damage originating in, on or around the Improvement, arising from the construction, installation, repair or existence of the Improvement or the Owner's failure to maintain, repair and replace the Improvement. This Covenant shall not relieve the Association through its Board of Directors of any obligation to insure the common areas, excluding any additions, alterations, and/or improvements, described and provided for in the Declaration or Bylaws.

Owners covenant and agree for themselves, their heirs, successors and assigns that they shall be responsible for providing their own insurance on the Improvement. For the purposes of this Agreement, the Improvement is and shall remain a fixture on or to the property involved.

Owners covenant and agree for themselves, their heirs, successors and assigns that they shall be responsible for any and all increase in costs, in excess of the costs for the Association's normal maintenance and/or replacement of the roof that are attributable to the installation, maintenance, and/or existence of the Improvement.

Owners agree for themselves, their heirs, successors and assigns that they shall specifically reference this Maintenance Covenant Agreement as a valid encumbrance of the Lot in any instrument transferring, conveying, assigning or otherwise alienating said Lot. This Agreement shall be recorded in the Clerk's Office of the Circuit Court of Hanover County by the Association at the expense of the Owners and shall be deemed to run with title to the Lot, regardless of whether it is referenced in any instrument transferring, conveying, assigning or otherwise alienating said Lot, as required herein.

In the event either party to this Agreement is required to file a legal action due to a breach hereof, the costs of the action, including, but not limited to, reasonable attorney's fees as determined by the Court, shall be paid to the prevailing party.

This Agreement shall be interpreted and enforced in accordance with the laws of the Commonwealth of Virginia and Hanover County, Virginia. Both parties hereto expressly agree that if legal action is required to interpret or enforce this Agreement, said action shall be filed in Hanover County, Virginia.

IN WITNESS WHEREOF, this Maintenance Covenant Agreement is executed the day and year first above written.

Owner: _____

COMMONWEALTH OF VIRGINIA)
CITY/COUNTY OF _____) To-Wit:

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that _____, as Owner of _____, Mechanicsville, Virginia 23111, whose name is signed to the foregoing instrument, personally appeared before me and acknowledged the foregoing Maintenance Covenant Agreement to be his respective act.

Given under my hand this ___ day of _____, ____.

Notary Public

My Commission Expires: _____.
Notary Registration No.: _____.

Owner: _____

COMMONWEALTH OF VIRGINIA)
CITY/COUNTY OF _____) To-Wit:

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that _____, as Owner of _____, Mechanicsville, Virginia 23111, whose name is signed to the foregoing instrument, personally appeared before me and acknowledged the foregoing Maintenance Covenant Agreement to be his respective act.

Given under my hand this ___ day of _____, ____.

Notary Public

My Commission Expires: _____.
Notary Registration No.: _____.

By: _____

President, The Village At Pebble Lake
Townhouse Owners Association, Inc.

COMMONWEALTH OF VIRGINIA)
CITY/COUNTY OF _____) To-Wit:

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that _____, as President of The Village At Pebble Lake Townhouse Owners Association, Inc., whose name is signed to the foregoing instrument, personally appeared before me and acknowledged the execution of the foregoing Maintenance Covenant Agreement to be his respective act on behalf of the Association.

Given under my hand this ____ day of _____, _____.

Notary Public

My Commission Expires: _____.
Notary Registration No.: _____.