

EXHIBIT A

COVENANTS AND RESTRICTIONS FOR 426 S. HENRY STREET

USE. Unless approved in advance in writing by The Colonial Williamsburg Foundation, which approval may be withheld in its sole discretion, the Property (as defined in the deed to which this Exhibit A is attached) shall be used only for the permitted uses listed in this Exhibit A. Uses involving the sale and/or conduct of tours of Colonial Williamsburg's Historic Area are prohibited.

Permitted uses for 426 S. Henry St. are:

Single-family detached residential dwelling, duplex, multi-family dwelling,  
townhouse, including the rental of bedrooms to roomers and bed and breakfast  
establishments

Bank or financial institution

Commercial office

Playground and park owned and/or operated by the City of Williamsburg

Public building owned and/or operated by the City of Williamsburg

Public or private elementary, middle and high school, college, and university

Off-street parking and loading areas for permitted uses

Accessory uses in accordance with Section 21-603 of the Code of the City of  
Williamsburg

DEVELOPMENT AND OVERSIGHT COOPERATION. The Property is located within the City of Williamsburg's Architectural Preservation District and improvements added to the land, including but not limited to buildings, carports, garages, fences, outbuildings, decks, signs, etc., and subsequent additions, modifications, renovations, etc., to the improvements are subject to Architectural Review Board Guidelines. Additionally, Owner agrees to a non-binding review(s) by The Colonial Williamsburg Foundation of all maps, plats, elevations, drawings, and plans prepared by or for Owner with respect to Owner's proposed development of the Property. The improvements to the Property, including buildings and other structures

and landscaping, shall be installed substantially in accordance with the plats, plans, and drawings presented to The Colonial Williamsburg Foundation and shall be maintained by Owner in good condition, reasonable wear and tear excepted.

ARCHAEOLOGY. If artifacts are uncovered at any time on the Property, the contractor or Owner, whichever the case may be, shall immediately cease operations and notify The Colonial Williamsburg Foundation's Department of Archaeological Research. If it deems necessary, in its sole discretion, The Colonial Williamsburg Foundation may require the suspension of construction, renovation or other operations for up to 72 hours to permit site recordation and object retrieval.

DEFAULT. The Colonial Williamsburg Foundation, and its successors and assigns, shall have the authority to enforce any and all of the Covenants and Restrictions set forth in this Deed against any person or persons violating or attempting to violate the same. The Colonial Williamsburg Foundation shall be entitled to reasonable attorneys' fees and costs incurred to enforce these Covenants and Restrictions. No delay in enforcing the provisions hereof shall be construed as a waiver of the right to enforce the same. The parties agree that a violation of the Covenants and Restrictions contained herein may result in an immediate, irreparable harm for which money damages alone are not adequate. These Covenants and Restrictions shall run with the land.

SELLER:

PURCHASER:

\_\_\_\_\_  
The Colonial Williamsburg Foundation      date

\_\_\_\_\_  
date

October 28, 2015