

Prepared by and return to:	Tax Map Nos.
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**DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS**

**THIS DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS** (this “Declaration”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by MURCIELAGO, LLC, a Virginia limited liability company (“Declarant”).

**RECITALS**

**WHEREAS**, Declarant is the owner in fee simple of certain real property located in Albemarle County, Virginia, as more particularly described on Exhibit A, attached hereto and incorporated by this reference herein (“Initial Property”); and

**WHEREAS**, Declarant desires to subject the Property (as hereinafter defined) to certain covenants in order provide appropriate easements and restrictions with respect to the use and enjoyment thereof and to ensure that the development and use of the various Lots (as hereinafter defined) comprising the Property are harmonious with and do not adversely affect the value of any other Lots; and

**NOW, THEREFORE**, Declarant declares that all of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which shall run with the real property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors, and assigns and shall inure to the benefit of each Owner (as hereinafter defined).

**ARTICLE I  
DEFINITIONS**

Unless the context otherwise requires, as used in this Declaration, the following terms shall have the meanings set forth below:

I.1 Additional Property – Any additional real property owned or hereafter acquired by Declarant and made subject to the terms of this Declaration.

I.2 Applicable Law – shall mean all laws, ordinances, code, rules and regulations, requirements, consents, approvals, decrees and judgments treaties, consents or approvals issued or promulgated by any Governmental Authority.

I.3 Authorized Third Party – shall mean any Person, other than an Owner, permitted to use and occupy a Lot pursuant to Section 2.02 hereof, subject to the terms and conditions of this Declaration.

I.4 Blenheim Road – shall mean Blenheim Road (State Route 795), as shown on the Plat.

I.5 Committee – shall mean the Property, Landscape and Architectural Control Committee, as more particularly described in Section 4.01 of this Declaration.

I.6 Clerk’s Office – shall mean the Office of the Clerk of the Circuit Court of Albemarle County, Virginia.

I.7 Declarant – shall mean Murcielago, LLC, a Virginia limited liability company, or successor or assign thereof, expressly designated, and to whom any or all of the special rights, reservations, easements, interests, exemptions, privileges and powers granted the “Declarant” under this Declaration are assigned, by the immediately preceding Declarant, as set forth in a written instrument duly recorded in the Clerk’s Office.

I.8 Declarant Property – shall mean, as of the date of determination, each Lot, and any other part(s) of the Property, of which Declarant is the Owner.

I.9 Declaration – shall mean this Declaration of Covenants, Easements, Conditions and Restrictions, as the same may be amended, restated, supplemented and/or otherwise modified from time to time.

I.10 District – shall mean the Scottsville Magisterial District of Albemarle County, Virginia.

I.11 Dwelling – shall mean any Structure, or portion thereof, situated upon a Lot which is designed, used and occupied exclusively as a single-family residence.

I.12 Easements –

I.13 Governmental Authority – shall include any federal, state, county, municipal or other local authority, court, department, division, legislature or instrumentality having authority, control or jurisdiction over any aspect of the development, use or occupancy of the Property.

I.14 Immediate Family – shall mean, with respect to any Person, as applicable, such Person’s spouse, parent(s), grandparent(s), grandchild or grandchildren, brother and/or sister.

I.15 Initial Property – shall have the meaning set forth in the Recitals.

I.16 Lot – shall mean a discrete parcel of land, whether improved or unimproved, designated on the Plat. If, at any time or from time to time, Declarant, in its sole discretion, exercises its right to split, combine or otherwise reconfigure one or more currently platted Lot(s) into new platted Lots in accordance with Section 6.02 hereof, the

term “Lot” shall refer to such re-platted Lot(s). Each “Lot” shall be deemed to include any and all all Structures located thereon, including, without limitation, any Dwelling constructed in accordance with the provisions of this Declaration.

I.17 Member – shall mean each member of the Committee, as provided in Section 4.01 of this Declaration. \_

I.18 Owner – shall mean the record owner of a fee simple title to any Lot, whether one (1) or more Person(s), and irrespective of whether such ownership is joint, in common, by tenancy by the entirety or otherwise. The term “Owner” shall be deemed to include any purchaser under a recorded contract of sale, provided, that, such contract specifically so provides, but shall exclude, in all cases, (a) any Person having an interest in a Lot merely as security for the performance of an obligation, unless and until such such Person has acquired title to a Lot pursuant to an unappealable, final, lawful foreclosure proceeding or a proper and lawful conveyance by deed in lieu of foreclosure, and (b) any Authorized Third-Party. In the event that there is of record a deed granting one or more Person(s) a life estate in any Lot, the “Owner” of such Lot shall be the holder(s) of the life interest, regardless of who holds the fee interest, until such time as the life estate shall terminate.

I.19 Person – shall mean any natural person, sole proprietorship, partnership, corporation, limited liability company, limited partnership, association, joint venture, trust and any other legal entity or organization.

I.20 Plat – shall mean the plat of W. Morris Foster, Land Surveyor dated \_\_\_\_\_, and recorded in the Clerk’s Office on \_\_\_\_\_ in Deed Book \_\_\_\_\_, page \_\_\_\_\_, as set forth on Exhibit B, attached hereto and incorporated by this reference herein, as the same may be amended, supplemented or otherwise modified from time to time in accordance with the provisions of this Declaration.

I.21 Property – shall mean, collectively, the Initial Property and any Additional Property, as any of the foregoing may be re-platted, reconfigured, increased or decreased, in accordance with the provisions of this Declaration.

I.22 Occupants – shall mean (a) with respect to an Authorized Third Party, his or her Immediate Family and a reasonable number of guests, and (b) with respect to an Owner, such Owner’s Immediate Family, a reasonable number of employees and/or domestic servant(s) and a reasonable number of guests. Notwithstanding the foregoing, for purposes of this Section 1.22, if the applicable Owner is a not a natural person Person, the term “Owner” shall refer to (i) a trustee, if a trust, (ii) a general partner, if a partnership, and (iii) with respect to any other type of Person (other a Person identified in clause (b)(i) or (b)(ii) of this Section 1.22), a natural person who, as of the date of determination, (A) is the record or beneficial owner, whether directly or indirectly, of more than fifty one percent (51%) of the ownership interests of such Person, and/or (B) possesses, directly or indirectly, the power to direct or cause the direction of the

management or policies of such Person, whether through the ability to exercise voting power, by contract or otherwise.

I.23 Special Assessment – shall have the meaning set forth in Section 7.01 of this Declaration.

I.24 Structure – any house, building, garage, barn or other structure, improvement, facility or system, whether permanent or temporary, which is erected, constructed or placed upon, under or in any portion of a Lot, or which is otherwise visible from or may affect the appearance of a Lot, including, without limitation, any fence, wall, sidewalk, curb, paving, outbuilding, shed, basketball court, tennis court, swimming pool, hot tub, sign, flagpole, exterior lights, mailbox, patio, deck, outdoor decorative objects, utility installation, landscaping, ponds, trees, shrubs, flowers, grass or fixture, equipment, apparatus, chattels, moveable property or other thing or object of any kind or type.

I.25 Turnover Date – shall mean the earlier to occur of (a) the date on which Declarant ceases to own one hundred percent (100%) of the Lots comprising the Property, or (b) such other time as the Declarant may determine, in its sole discretion.

I.26 Turnover Period – shall mean the period of time commencing on the Effective Date and expiring on the Turnover Date.

## **ARTICLE II USE OF PROPERTY/RESTRICTIONS**

The covenants and restrictions set forth in this Article II shall apply to the use and occupancy of the Property, including, without limitation, each Lot and any and all Structures located thereon:

### II.1 Lot Use.

(a) All Lots shall be used and occupied exclusively for single family residential purposes. Subject to the provisions set forth herein, unless approved by Declarant no Structure shall be constructed, altered, placed or permitted to remain on any Lot other than one (1) Dwelling and such Structure(s) as are usually accessory or incidental to similarly situated single family rural residences, including an outbuilding, a barn, private garage, pool house, storage building, deck, patio and/or fencing.

(b) No Dwelling or any other Structure located upon a Lot shall be utilized for occupancy at any time by more than one (1) family; provided however, that, Occupants of an Owner shall be permitted to use and occupy such Owner's Lot in accordance with the provisions of this Declaration.

(c) No Lot may be rented, leased or otherwise occupied on a transient, Short-Term or similar basis, including, without limitation, for use as a hotel,

motel, bed and breakfast, “timeshare” or other transient rental arrangement. For purposes of this Section 2.01, the term “Short-Term” shall mean a period of less than twelve (12) months.

II.2 Leasing. No Lot shall be rented, leased or otherwise occupied by any Person(s) unless such Lot is rented or leased (a) in its entirety, and (b) pursuant to a written lease or rental agreement, which agreement shall have been approved in advance by the Committee, in its sole discretion, and made expressly subject to the terms and provisions of this Declaration.

II.3 Nuisance. No Owner shall, at any time, use or occupy, or suffer to permit any Person, including, without limitation, any Occupant thereof, to use or occupy the Lot or any other part of the Property, in any manner which causes or might reasonably be expected to cause a nuisance or annoyance to any other Owner. By way of example, a nuisance shall be deemed to include, without limitation, barking dogs, amplified sound systems, a visual blight, loud, noxious odorous, destructive or offensive activity or any other thing which causes significant embarrassment or disturbance to any other Person(s) lawfully occupying the Property.

II.4 Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on the Property, including, without limitation, any Lot (or part thereof), except that an Owner may keep the following on such Owner’s Lot: (a) horse(s), in the amount of one (1) horse per four (4) acres of such Lot, and (b) domesticated, household pets, including, dogs and/or cats, but not in a quantity or in a manner which causes or creates a nuisance, as determined by the Committee, in its sole discretion. All domestic pets permitted by this Section 2.04 shall be properly restrained, whether under leash or totally controlled in a similar manner, and shall not be allowed to roam free on the Property beyond the Lot Lines of such Owner’s Lot.

II.5 Agricultural Activities.

(a) Except as otherwise expressly provided in this Declaration, an Owner may perform agricultural activities on such Owner’s Lot solely for domestic purposes, provided, that, such agricultural activities shall not exceed one (1) acre of such Lot. Each Owner shall use best efforts to perform any such agricultural activities in accordance with best management practices for similar activities and shall not detract from the appearance or character of the neighborhood, cause a nuisance, or otherwise negatively impact any of the other Lots, as may be determined by the Committee, in its sole discretion.

(b) No Owner shall, at any time, perform, conduct or otherwise engage in, or suffer to permit any Person, including, without limitation, any Occupant thereof, to perform, conduct or otherwise engage in, any activity involving, related to or otherwise incidental to Commercial Agricultural upon such Owner’s Lot or any other part of the Property, without the prior written approval of the Committee, which may be granted or withheld in its sole and absolute discretion.

As used herein, the term “Commercial Agriculture” shall include, without limitation, (a) timber harvesting that encompasses or otherwise results in the clearing of more than two (2) acres of a Lot or any other portion of the Property, and (b) the operation, management, maintenance, use develop, service, advertising, develop, maintain, implement (i) any winery, including, without limitation, any farm winery, microwinery, vineyard or any other trade or business involving the production and/or sale of wine, (ii) any brewery, including, without limitation, any farm brewery, microbrewery, brewpub or any other trade or business involving the production and/or sale of beer and (iii) event facility, space venue or other similar meeting conference and event facility hosting gatherings.

2.06 Interference with Declarant’s Rights. No Owner shall, at any time, perform, conduct or otherwise engage in, or suffer to permit any Person, including, without limitation, any Occupant thereof, for any reason, directly, indirectly or as an agent on behalf of or in conjunction with any other Person interfere with, obstruct, harm prevent, impair, hinder or impede, or perform any act or engage in any activity or use inconsistent with or in any way detrimental to exercise by Declarant of any of the rights afforded Declarant under Article VI hereof (“Declarant Rights”), including, without limitation, (a) interrupt, reduce or unreasonably impair the usefulness or function of the operations conducted by Declarant or the use or exercise of any easements granted thereto, (b) contest the validity of any activity taken by Declarant (including, without limitation, institution of legal proceedings, filing or any charge, complaint, suit or similar action or steps against Declarant), (c) denude, deface or otherwise disturb in any manner, at any time, any portion of the Property. Each Owner hereby waives any right to receive relief or assert claims with respect to any such Declarant Rights, except where such waiver is expressly prohibited by Applicable Law.

2.07 Signs. No sign of any kind whatsoever, with the exception of a standard real estate “For Sale” sign, shall be displayed on any Lot or otherwise visible to the public without prior written consent of the Committee.

2.08 Subdivision. No Owner or any other Person shall, without the prior written consent of the Committee, which may be granted or withheld in its sole discretion, subdivide, change the Lot Lines or otherwise separate into smaller Lots, any Lot, unless each Lot resulting from any such subdivision, change or separation shall be comprised of at least twenty one (21) acres.

2.09 Commercial and Recreational Vehicles. No unregistered vehicle, recreational vehicle, motor home, camper, trailer, all-terrain vehicle, motorcycle, boat, or other watercraft, farm or excavation equipment, bus or commercial vehicle of any kind or nature shall be kept, stored, parked, or otherwise situated at any time upon any Lot unless stored in an enclosed Structure and in such a manner so as not to be visible from any other Lot or portion of the Property; provided however, that, the restrictions set forth in this Section 2.09 shall not apply to the reasonable use of such such vehicle(s) as may be required during the initial construction of a Dwelling or other Structure located upon a Lot.

2.10 Exterior Lights. No high intensity exterior lights shall be allowed on any Lot, including, without limitation, any Dwelling or other permissible Structure(s) located thereon, but shielded and/or indirect exterior security or decorative lighting may be used, as well as lighting for exterior swimming pools or tennis courts, provided, that, any such exterior lighting installed on any Lot shall not cause a nuisance or otherwise disturb the Owners of any adjacent Lots.

2.11 Utility and Service Lines. All electric, telephone, television cable and other service lines shall be underground except for any and all lines existing above ground as of the date of this Declaration or as otherwise approved by the Committee.

2.12 Hunting. No hunting, shooting or similar activities of any kind or nature whatsoever shall be permitted on any part of the Property.

2.13 Compliance with Applicable Law. Each Owner shall use and occupy such Owner's respective Lot and all Easements appertaining thereto, in a careful, safe, and proper manner and keep such Lot in a clean and safe condition in accordance with this Declaration, applicable zoning ordinances, all health, fire, and police requirements and Applicable Laws, and all rules and regulations as may be promulgated from time to time by the Committee.

### **ARTICLE III MAINTENANCE AND REPAIR OF PROPERTY**

III.1 Maintenance and Repair of Property. Each Owner shall keep and maintain, at such Owner's sole cost and expense, his/her/its Lot in a neat, orderly and attractive condition and in good order and repair. The maintenance obligation of each Owner pursuant to this Section 3.01 shall include, without limitation, (a) the mowing, pruning and/or trimming at regular intervals of all grass, weeds, shrubs and any other vegetation located on such Owner's Lot, provided, that, any Lot (or portion thereof) classified as a "field" or "meadow" must be mowed and/or bush hogged at least twice per calendar year; (b) other than a field or meadow, watering, weeding, fertilizing and spraying for control of insects, fungus and disease; (c) removal and periodic replacement of dead, damaged or diseased trees and other plants; (d) cleaning, repainting or re-staining, as appropriate, the exterior portions of any Dwelling and other Structures on such Owner's Lot; and (e) subject to the restrictions set forth in Article IV hereof, prompt maintenance and repair of any paved or hard-surfaced driveway(s) located on such Owner's Lot so as to prevent or repair unsightly creaking or crumbling (including stripping and sealing)

III.2 Trash. No Lot shall be used or maintained as a dumping ground or area for trash, recycling, storage piles or any other type of debris or waste (collectively, "Trash"). All Trash shall be deposited in covered, sanitary containers and stored either inside of a permitted Structure on the Lot or to the side or rear of the single family residence, screened from view so that the containers are not visible from the neighboring Lots,

residences and streets. Trash and/or trash containers shall not otherwise be stored in open, public view other than on Trash pick-up days when containers may be brought to whatever location on the Lot is appropriate for Trash to be collected. Such containers should be returned promptly to their storage place after collection. Trash shall be regularly removed from the Lot and shall not be allowed to accumulate thereon.

#### **ARTICLE IV PROPERTY, LANDSCAPE AND ARCHITECTURAL CONTROL**

IV.1 Committee Composition. The Committee shall consist of of one (1) or more Person(s) named solely by Declarant. Immediately following the Turnover Date, the Committee shall thereafter be composed of three (3) individuals who are Owners, each of whom shall be designated by the Declarant and shall serve for one (1) calendar-year term. Thereafter, Committee members shall be elected by the majority of Owners attending a meeting for such purpose held upon thirty (30) days' written notice sent at the call or request of three or more Owners. No more than one (1) such election meeting shall be held in any twelve (12) month period unless such a meeting is necessary to fill a vacancy or vacancies on the Committee. At such a meeting, a quorum shall consist of Owners representing at least seventy five percent (75%) of the Lots. After the Turnover Date, any vacancy in the membership of the Committee, whether caused by death, incapacity, resignation, removal or otherwise, shall be filled by the unanimous vote of the remaining Members.

IV.2 Architectural Control and Land Management. The Committee shall have all right, power and authority to regulate the external design, appearance, use, location and maintenance of all Structures, including, without limitation, any landscaping, on the Property for the purpose of ensuring that all such Structures are constructed on the Property and landscaping is performed on the Property in such a manner so as to (a) preserve and enhance values, (b) maintain a harmonious relationship among structures and the natural vegetation and topography and (c) preserve the general character and color, tone and architectural compatibility of the surrounding Property.

IV.3 General Design Considerations.

(a) The finished exterior of each Structure constructed on any Lot, shall have an exterior finish other than wood, wood siding, brick or stone, stucco or cement based siding (Hardiplank), and there shall be no use as exterior siding for any Structure on the Property of vinyl, metal, tar paper, asphalt, plywood, chipboard, fiberboard, or other manufactured composite wood fiber.

(b) The main Structures shall be a single family residence with a total living area, exclusive of breezeway, open porches, decks, carports and garage, of no less than three thousand (3,000) square feet; provided however, that, with respect to Lots consisting of less than twenty one (21) acres, the total living area shall be not less than two thousand one hundred (2,100) square feet.



(c) Appropriate setbacks for all Structures will be determined by the Committee prior to any construction thereof to enhance the view-shed of each Lot.

IV.4 Prior Approval Required. No Structure shall be erected, placed, or its exterior appearance altered, until (a) the proposed exterior color(s) or finish(es) of each and every Structure and/or improvement and (b) a landscape plan for the area where the improvements are taking place (the “Landscape Plan”) are each submitted to and have been approved in writing by the Committee. In addition, topographic and vegetative characteristics of the Property shall not be altered by excavation, grading, removal, clearing, cutting, planting, transplanting, or any other means without the prior written approval of the Committee. Refusal or approval of exterior color and/or Landscaping Plans may be based upon any ground, including purely aesthetic considerations, which in the sole discretion of the Committee shall seem sufficient. One (1) copy of the Landscape Plan shall be furnished to the Committee for its records. In the event approval of exterior color or finish or Landscape Plan is neither granted nor denied within thirty (30) days following receipt by the Committee of written demand for approval, approval shall be deemed to have been granted.

IV.5 Construction. Every effort shall be made by the Owner and his representatives to affect a safe, clean and expedient construction period as follows:

(a) Completion. Once construction has commenced, the exterior must be completed within one year.

(b) Liability. Each Owner shall be responsible to the Committee for the actions of his representatives, their employees or subcontractors. Any damage to or disturbances of the Property, including, without limitation, the other Lots or roads, shall be repaired promptly at such Owner’s sole cost and expense. This Section 4.05(b) is in no way meant to interfere with the Owner’s ability to be indemnified by the Person causing such damage or disturbance.

## **ARTICLE V EASEMENTS**

V.1 Existing Easements. Each Lot shall be subject to any and all easements, dedications, licenses, rights-of-way, agreements, reserved rights and any other matters affecting the Property (or any portion thereof) recorded in the Clerk’s Office prior to the Effective Date, as more particularly described in Exhibit C, attached hereto and incorporated by this reference herein.

V.2 Utility Easements. Except as may otherwise be required for the acceptance and/or maintenance of any road by the Virginia Department of Transportation, or except as limited by any deed of the Declarant, the Declarant reserves unto itself, its successors and assigns, in, under above and through the Property, to construct, maintain, inspect, replace or repair all roads shown on the Plat and utility facilities together with the right of

ingress and egress to all such facilities and easements for their construction and maintenance, the following: (a) a perpetual and alienable easement and right of way 25 feet in width along and inside the lot line of each Lot running along Blenheim Road, as shown on the Plat; and (b) a perpetual and alienable easement and right of way 15 feet in width along and inside any other side or rear lot lines. This easement shall include the right to cut any trees, brush and shrubbery, make any grading of soil, or take other similar action reasonably necessary to provide economical and safe utility installation and drainage facilities. Every consideration will be given to aesthetics and the general purpose of the Declarant in providing these services. These rights may be exercised by any licensee of the Declarant, but shall not be deemed to impose any obligation on the Declarant to provide or maintain any utility or drainage services.

V.3 Landscape Easements. . Declarant does hereby establish and impose for the benefit of the Property and hence indirectly for the benefit of all Lots, for the purpose of planting, installing, constructing and maintaining such grass, trees, bushes, flowers, grades, fences, stone walls, pathways, street and Property identification signs, exterior lighting and such other landscaping and structures as Declarant may deem desirable and appropriate, the following (collectively, the “Landscape Easements”):

(a) an easement 25 feet in width along and inside the lot line of each Lot running along Blenheim Road and Glendower Road; and

(b) an easement 25 feet from the center line of the existing private road on Lot 1, as shown on the Plat.

Declarant shall have the right and power to place any reasonable restrictions upon the use and maintenance of the Landscape Easements. The initial planting, installation and construction of grass, trees, bushes, flowers, grades, fences, stone walls, fencing, pathways, street and Property identification signs, exterior lighting and other landscaping and structures within the Landscape Easements (collectively, the “Landscaping”) shall be borne by and completed by the Declarant, in a manner and to the extent deemed desirable and appropriate to the Declarant. Thereafter, the Owner of the Property upon which such Landscape Easement and/or Landscaping is located shall maintain, keep up, mow, improve, enhance and replace all Landscaping at his sole cost and expense and in a manner consistent with the Landscaping originally put in place by Declarant.

V.4 Failure to Maintain. If an Owner fails to properly maintain its portion of any easement as required by this Article V the Committee may perform the maintenance on behalf of such Owner and place a Special Assessment on such Owner to cover the cost of the maintenance as provided in Article VII hereof.

## **ARTICLE VI DECLARANT RIGHTS**

Notwithstanding any provision to the contrary contained in this Declaration, and to the fullest extent permitted by Applicable Law, Declarant, for itself and its designees, reserves the right, but not the obligation, in Declarant's sole and absolute discretion, at any time and from time to time prior to the expiration of the Turnover Period, to do any of the following:

6.01 Annexation. Add and/or annex all or any portion of any Additional Property and make such Additional Property (or any portion thereof) subject to this Declaration by recording a Supplemental Declaration to such effect. Declarant may expand the Property in accordance with this Section 6.01 without the consent of the Committee or any Owner, Authorized Third Party, mortgagee or other lien holder or any other Person. For the avoidance of doubt, no other real property owned by the Declarant shall in any way be affected by or become subject to this Declaration, except as specifically provided herein, until such time, if ever, that such real property is deemed to constitute Additional Property and is added to the Property in accordance with this Section 6.01.

6.02 Change to Property. Change (as hereinafter defined) the Declarant Property and/or any other part of the Property, including, without limitation, any Lot located thereon, regardless of the Owner thereof, for any reason whatsoever, and without the consent of any Person other than that of any Owner(s) whose Lot(s) shall be subject to such Change. As used herein, the term "Change" shall mean (i) with respect to the Declarant Property (or any part(s) thereof), any amendment, alteration, replatting or other modification thereof, and (ii) with respect to all or any part of the Property, including, without limitation, any Lot (or portion thereof) located thereon, not constituting the Declarant Property, the removal of all or any portion of the same.

6.03 Construction, Sale, Repair and Maintenance. Maintain and carry on upon any portion(s) of the Property such facilities and activities as may be required, convenient and/or incidental, as determined by the Declarant, in its sole and absolute discretion, to the development, construction and sale of the Lots constituting the Property, including, without limitation, the right to (a) complete the development, construction, promotion, marketing, sale and re-sale, as applicable, of the Lots, (b) construct, install, reconstruct, rehabilitate, improve, alter, equip, maintain, repair, demolish, replace and/or otherwise modify the Declarant Property (or any portion thereof), including, without limitation, any Structure(s) located, placed or situated thereon, (c) prepare or cause to be prepared plans, specifications, designs and estimates of costs with respect to any activity identified in clause (b) of this Section 6.03, and from time to time modify any of the foregoing, (d) let, award, enter into, execute and perform any and all contracts instruments and agreements of every kind and description with respect to the exercise of Declarant's rights pursuant to clauses (a)–(c) of this Section 6.03 or as otherwise provided in this Declaration. Subject to any express provision to the contrary set forth in this Declaration, Declarant may exercise any or all of the rights granted pursuant to this Section 6.03 without the consent of any Person other than that of an Owner whose Lot(s) may be affected by the exercise thereof.

6.04 Paving Rights. Construct, reconstruct, pave, resurface, repair, maintain, widen, and/or replace any road, private or public, street, court, alley, ways and cul-de-sac, including, without limitation, Blenheim Road, without the consent of any Person.

6.05 Acceptance by Owners. Except as otherwise expressly provided in this Article VI, each Owner, by acceptance of a deed to or other transfer or conveyance of a Lot, for themselves and their successors and permitted assigns, hereby consents to and approves any act taken taken by Declarant in furtherance of any right granted under this Article VI and shall evidence such consent in writing if at any time requested to do so by Declarant; provided however, that, any refusal to give such written consent shall not obviate the general effect of the provisions set forth in this Article VI.

6.06 Declarant Agricultural Activities. Notwithstanding any provision to the contrary contained in this Declaration, Declarant shall have the right to perform, conduct or otherwise engage in, any trade, business activities, commercial or otherwise, on all or any portion of the Declarant Property, including, without limitation, any agricultural and/or Commercial Agriculture activities, in all cases, without regard to the restrictions imposed by clauses (a) or (b) of Section 2.05 hereof.

6.07 No Modification. No provision of this Declaration pertaining to Declarant's rights, which term shall be broadly defined and interpreted to include, without limitation, all rights granted pursuant to this Article VI, including, without limitation, all easements and Declarant's reservations, authorizations, covenants and the like, may be amended, modified, changed, supplemented and/or deleted without Declarant's prior written consent, which consent may be withheld in Declarant's sole and absolute discretion.

## **VII SPECIAL ASSESSMENTS**

7.01 Creation of the Lien and Personal Obligation of Assessments. . Declarant, for each Lot owned, hereby covenants; and each Owner of any Lot by acceptance of a deed, whether or not it shall be so expressed in any such deed or conveyance thereof is deemed to covenant and agree to pay to the Committee special assessments (a "Special Assessment") to cover, in whole or in part, the cost of maintenance of any of the Easements performed by the Committee pursuant to Section 5.03(d) hereof, such Sepcial Assessments to be fixed, established and collected from time to time as is reasonably required by the Committee, provided that any such Special Assessment shall require the consent of two-thirds of a majority of the members of the Committee at a meeting of the Committee duly called for this purpose. At such a meeting, a quorum shall consist of a majority of the members of the Committee. The Special Assessments, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be a charge upon the land and shall be a continuing lien upon the Lot against which each such assessment is made in the manner as hereinafter provided and subject to prior liens on the Lot as hereinafter provided. Each such Special Assessment, together with interest, costs and reasonable attorney's fees, shall also be the

personal obligation of the Owner of such Lot at the time when the Special Assessment falls due. Such personal obligation shall not pass to his/her successors in title.

7.02 Effect on Non-Payment of Assessments; Remedies of the Committee. Any Special Assessment which is not paid when due shall be delinquent. If the any such Special Assessment is not paid within fifteen (15) days after the due date, the Special Assessment shall bear interest from the date when due until paid at a rate of interest equal to the maximum annual rate of interest allowed by Virginia law on judgments at the time the delinquency occurred and the Committee may bring an action at law against the Owner personally obligated for the same, or foreclose the lien against the lot. Interest, court costs and reasonable attorneys' fees in any such action shall be added to the amount of such Special Assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the internal roads or Pathway Easements or abandonment of his/her Lot.

7.03 Lien for Payment of Assessments and Subordination of Lien to First and Second Lien Deeds of Trust. There shall be a continuing lien upon each of the individual Lots in order to secure payment of any Special Assessment imposed by the Committee in accordance with this Declaration, but such lien shall be at all times subject and subordinate to any previously recorded mortgages or deeds of trust placed on each Lot, respectively. However, at such time as the Committee places on record in the Clerk's Office of the Circuit Court of Albemarle County, Virginia a notice of delinquency as to any particular Lot on a form prescribed by the Committee, then, from the time of recordation of said notice the lien of such delinquent assessments in the amount stated in such notice shall be a lien prior to any subsequently recorded first or second mortgages or deeds of trust in the same manner as the lien of a docketed judgment in the Commonwealth of Virginia.

The lien of assessments provided for herein, when notice has been placed on record as above provided, may be foreclosed by a Bill in Equity in the same manner as provided in the foreclosure of vendors' liens and liens of similar nature. A statement from the Committee showing the balance due on any assessment shall be prima facie proof of the current assessment balance and delinquency, if any, due on a particular Lot.

## **VIII OTHER PROVISIONS**

8.01 Enforcement; Costs. Enforcement of the provisions of this Declaration shall be by proceedings at law or in equity against any Person(s) violating or attempting to violate such provisions, either to restrain violations or recover damages, or both. Such action may be brought by the Committee. The substantially prevailing party shall be entitled to recover its costs and reasonable attorneys' fees incurred in any such action, from time to time and at all levels of proceedings.

8.02 Severability. The invalidation by judgment or court order of any one or more of these covenants shall in no way affect the validity and enforceability of the remaining provisions, which shall remain in full force and effect.

8.03 Notice. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed postage prepaid to the last known address of the Owner as appears on the real estate tax records of the County of Albemarle, Virginia.

8.04 Amendments. This Declaration may be modified or amended in whole or in part by recorded instrument executed by the Declarant until the Turnover Date and, after such time, this Declaration may be amended or modified by the Owner(s) of a majority of the Lots.

***[Remainder of Page Left Intentionally Blank –  
Signature Pages to Follow]***

*[Signature page to Declaration of Covenants, Easements, Conditions and Restrictions]*

WITNESS the following signature and seal.

MURCIELAGO, LLC, a Virginia limited liability company

By: \_\_\_\_\_ (SEAL)  
Thomas H. Sullivan, President

STATE OF \_\_\_\_\_

CITY/COUNTY OF \_\_\_\_\_

The foregoing instrument was signed, sworn to and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by Thomas H. Sullivan, President of Murcielago, LLC, a Virginia limited liability company, on behalf of the limited liability company.

\_\_\_\_\_  
Notary Public

My commission expires:  
Notary registration number:

*[Signature page to Declaration of Covenants, Easements, Conditions and Restrictions]*

Witness the following signature and seal.

TURKEY RUN PROPERTIES, LLC  
By: Arrowhead Consulting, LLC, Manager

By: \_\_\_\_\_ (SEAL)  
Kimberly Atkins Piver, Manager

STATE OF \_\_\_\_\_

CITY/COUNTY OF \_\_\_\_\_

The foregoing instrument was signed, sworn to and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by Kimberly Atkins Piver, as Manager of Arrowhead Consulting, LLC, Manager of Turkey Run Properties, LLC, a Virginia limited liability company, on behalf of Turkey Run Properties, LLC.

\_\_\_\_\_  
Notary Public

My commission expires:  
Notary registration number: