

Prepared by and return to:
Murcielago, LLC
27 Congress Street, Ste 502
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Tax Map: 113-00-00-00-011F0, 113-00-00-00-011F1, 113-00-00-00-011F2, 113-00-00-00-011F3, 114-00-00-00-067C0, 114-00-00-00-067D0, 113-00-00-00-011G1, 113-00-00-00-011G0, 113-00-00-00-011G2, 114-00-00-00-067E0, 114-00-00-00-067F0, 114-00-00-00-067G0, 114-00-00-00-067H0, 114-00-00-00-067H1, 114-00-00-00-067I0, 114-00-00-00-067I1, 11400-00-00-067J0, 11400-00-00-067K1, 11400-00-00-072A0, 11400-00-00-072B0, 11400-00-00-072C0, 11400-00-00-072D0, 11400-00-00-072E0, 11400-00-00-072F0, 11400-00-00-072G0, 11400-00-00-072H0, 11400-00-00-072I0, 11400-00-00-072J0, 11400-00-00-072K0, 11400-00-00-072L0, 11400-00-00-072M0, 11400-00-00-072N0, 11400-00-00-072P0, 11400-00-00-072Q0, 11400-00-00-072R0, 11400-00-00-072S0, 11400-00-00-072T0, 11400-00-00-072U0, 11400-00-00-072U1, 11400-00-00-072V0, 11400-00-00-072V1, 11400-00-00-072W0

**TENTH AMENDED AND RESTATED
DECLARATION OF COVENANTS**

THIS DECLARATION made as of this 1st th day of February, 2019, by **MURCIELAGO, LLC**, a Virginia limited liability company, hereafter referred to as “**Declarant**”; and joined in by **TURKEY RUN PROPERTIES, LLC**, a Virginia limited liability company, David L. Weber and Susana M. Weber, owners of Parcel 7A, TM 114-67I;

WHEREAS, a Declaration of Covenants dated January 5, 2006 was filed in the Clerk’s Office of the Circuit Court of Albemarle County on January 10, 2006, in Deed Book 3136, page 732 (the “Initial Declaration”);

WHEREAS, a First Amended and Restated Declaration of Covenants dated July 21, 2006 was filed in said Clerk’s Office on July 28, 2006, in Deed Book 3259, page 742 (the “First Restated Declaration”);

WHEREAS, a Second Amended and Restated Declaration of Covenants dated December 12, 2006 was filed in said Clerk’s Office on December 20, 2006, in Deed Book 3340, page 542 (the “Second Restated Declaration”);

WHEREAS, a Third Amended and Restated Declaration of Covenants dated June 26, 2007 was filed in said Clerk’s Office on July 2, 2007, in Deed Book 3450, page 201 (the “Third Restated Declaration”);

WHEREAS, a Fourth Amended and Restated Declaration of Covenants dated July 25, 2007 was filed in said Clerk’s Office on July 26, 2007, in Deed Book 3463, page 458 (the “Fourth Restated Declaration”);

WHEREAS, a Fifth Amended and Restated Declaration of Covenants dated February 20, 2008 was filed in said Clerk’s Office on February 26, 2008, in Deed Book 3556, page 266 (the “Fifth Restated Declaration”);

WHEREAS, a Sixth Amended and Restated Declaration of Covenants dated May 2, 2008 was filed in said Clerk's Office on May 8, 2008, in Deed Book 3591, page 396 (the "Sixth Restated Declaration");

WHEREAS, a Seventh Amended and Restated Declaration of Covenants dated July 16, 2008 was filed in said Clerk's Office on August 13, 2008, in Deed Book 3635, page 129 (the "Seventh Restated Declaration");

WHEREAS, an Eighth Amended and Restated Declaration of Covenants dated December 23, 2009 was filed in said Clerk's Office on January 4, 2010, in Deed Book 3836, page 308 (the "Eighth Restated Declaration");

WHEREAS, a Ninth Amended and Restated Declaration of Covenants dated November 17, 2014 was filed in said Clerk's Office on November 20, 2014, in Deed Book 4557, page 596 (the "Ninth Restated Declaration");

WHEREAS, the Declarant wishes to further amend and restate the Declaration of Covenants to add parcels 5, 6A, 6B, 7A and 7B (TM 114-67G, 114-67H, 114-67H1, 114-67I and 114-67I1, respectively) and add a provision regarding the management of Trash (defined below) on each Lot;

WHEREAS, pursuant to Section 7.04 of the Declaration of Covenants, as amended and restated to date, the Declarant is entitled to modify or amend the Declaration of Covenants, without need for the consent of any other person, until such time as the Declarant has conveyed all Lots (defined below);

WHEREAS, Turkey Run Properties, LLC, is an Owner (defined below) and, notwithstanding that such is not required, desires to join herein to evidence its consent to this Tenth Amended and Restated Declaration of Covenants; and

WHEREAS, David L. Weber and Susana M. Weber, as tenants by the entirety with rights of survivorship, are the Owner (defined below) of Lot 7A, TM 114-67I and desire to join herein to evidence its consent to this Tenth Amended and Restated Declaration of Covenants.

NOW THEREFORE, the Declarant as the Owner of (a) certain real property in Albemarle County, Virginia, as set forth on the plat of W. Morris Foster, Land Surveyor dated October 10, 2005 showing Revisions to Tracts 2-A, 2-B, 2-C, and 2-D, "Murphy's Creek" Farm Situated Near Blenheim in Scottsville Magisterial District of Albemarle County, Virginia, of record in the Clerk's Office of the Circuit Court of Albemarle County, Virginia in Deed Book 3122, page 264 (the "Lower Sherwood Parcels"); (b) Parcels 1, 2, 3, 4, 5, 6A, 6B, 7B, 8 and 9 and Lots 1 through 22, Phase 2 and formerly the owner of Parcel 7A which is now owned by David L. Weber and Susana M. Weber (together, the "Turkey Run Parcels"), said Parcels 1, 2, 3 and 4 as shown on the plat of W. Morris Foster, Land Surveyor dated October 14, 2005 (the "Turkey Run Plat") showing Revised Parcels 1 thru 11 "The Farms at Turkey Run" in Scottsville Magisterial

District of Albemarle County, Virginia, of record in the Clerk's Office of the Circuit Court of Albemarle County, Virginia in Deed Book 3122, page 278, said Parcels 5, 6A, 6B, 7A and 7B as shown on the plat of W. Morris Foster, dated October 3, 2008 (the "Turkey Run Plat – Parcel 5-7B") showing the Redivision Parcel 5, 6 and 7 "The Farms at Turkey Run" in Scottsville Magisterial District of Albemarle County, Virginia, of record in the Clerk's Office of the Circuit Court of Albemarle County, Virginia in Deed Book 3661, page 658, said Parcel 8 as shown on the plat of Gloeckner Engineering\Surveying Inc., dated June 11, 2007 (the "Turkey Run Plat – Parcel 8") showing Parcel 8 "The Farms at Turkey Run" in Scottsville Magisterial District of Albemarle County, Virginia, of record in the Clerk's Office of the Circuit Court of Albemarle County, Virginia in Deed Book 3439, page 714, said Parcel 9 as shown on the plat of Gloeckner Engineering\Surveying Inc., dated August 15, 2007 (the "Turkey Run Plat – Parcel 9") showing Parcel 9 "The Farms At Turkey Run" in Scottsville Magisterial District of Albemarle County, Virginia, of record in the Clerk's Office of the Circuit Court of Albemarle County, Virginia in Deed Book 3513, page 297, and said Lots 1 through 22, Phase 2, as shown on the plat of Gloeckner Engineering\Surveying Inc., dated June 8, 2007, revised June 26, 2007 (the "Turkey Run Plat – Phase 2") showing Lots 1 through 22, Phase 2, "The Farms at Turkey Run" in Scottsville Magisterial District of Albemarle County, Virginia, of record in the Clerk's Office of the Circuit Court of Albemarle County, Virginia in Deed Book 3463, page 447, with Lots 3 and 4, Phase 2 revised as shown on the plat of Gloeckner Engineering\Surveying Inc., dated June 2, 2008 (the "Turkey Run Plat – Lot 3 & 4 Phase 2 Boundary Adjustment") showing new Lots 3 and 4, Phase 2, "The Farms at Turkey Run" in Scottsville Magisterial District of Albemarle County, Virginia, of record in the Clerk's Office of the Circuit Court of Albemarle County, Virginia in Deed Book 3635, page 124, and with Lots 20, 21 and 22, Phase 2 revised as shown on the plat of W. Morris Foster, Land Surveyor, dated November 17, 2008, last revised October 5, 2009 (the "Turkey Run Plat – Lot 20, 21 & 22 Phase 2 Redivision") showing new Lots 20A, 20B, 21A, 21B and 22, Phase 2, "The Farms at Turkey Run" in Scottsville Magisterial District of Albemarle County, Virginia, of record in the Clerk's Office of the Circuit Court of Albemarle County, Virginia in Deed Book 3816, page 47; and (c) Revised Tracts 3-A, 3-B, and 3-C (together, the "Additional Lower Sherwood Parcels"), as shown on the plat of W. Morris Foster, Land Surveyor, dated October 21, 2005, showing Revisions to Tracts 3-A, 3-B, and 3-C, "Murphy's Creek Farm" in the Scottsville Magisterial District of Albemarle County, Virginia, of record in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, in Deed Book 3122, page 272 (collectively, the "Property"), 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. The Declarant specifically reserves the right to annex to the Property any properties which may be made subject to these restrictions in the future.

Turkey Run Properties, LLC, David L. Weber and Susana M. Weber each join herein to evidence its consent hereto.

ARTICLE I
DEFINITIONS

1.01 Committee. Shall have the meaning set forth in Section 4.01.

1.02 Declarant. Declarant, as used herein, shall mean Murcielago, LLC, a Virginia limited liability company, or any successor in interest to it so designated by it by instrument duly recorded in the Office of the Clerk of the Circuit Court of Albemarle County Virginia.

1.03 Declaration. The term declaration as used herein shall mean the restrictions, covenants, conditions, and easements, and all other provisions herein set forth in this entire document, as it may from time to time be amended.

1.04 Landscape Easement. Shall have the meaning set forth in Section 5.03.

1.05 Lot. Lot, as used herein, shall mean and refer to any one of the parcels of land designated on the Plat, the Turkey Run Parcels, the Additional Lower Sherwood Parcels or any new parcel of 21 acres or more created from the division of any of the Property.

1.06 Lower Sherwood Parcels shall have the meaning set forth in the recitals.

1.07 Additional Lower Sherwood Parcels. Shall have the meaning set forth in the recitals.

1.08 Additional Lower Sherwood Plat. Shall mean the plat of W. Morris Foster, Land Surveyor, dated December 5, 2006, attached to and recorded with the Second Restated Declaration in Deed Book 3340, page 542.

1.09 Owner. Owner as used herein shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot, including contract sellers, but excluding purchasers who have not yet taken title, and further excluding those holding such interest solely as security for the performance of an obligation. In the case where a Lot is held by one or more persons for life, with the remainder to another or others, the term Owner shall mean and refer only to such life tenant or tenants until such time as the remainderman or remaindermen shall come into use, possession or enjoyment of such Lot.

1.10 Pathway Easement. Shall have the meaning set forth in Section 5.03(c).

1.11 Plat. Shall mean the plat of W. Morris Foster, Land Surveyor, dated December 22, 2004 and revised January 5, 2006, recorded with said Initial Declaration in Deed Book 3136, page 732.

- 1.12 Property. Shall have the meaning set forth in the recitals.
- 1.13 Special Assessment shall have the meaning set forth in Section 6.01.
- 1.14 Turkey Run Parcels shall have the meaning set forth in the recitals.
- 1.15 Turkey Run Plat shall have the meaning set forth in the recitals.
- 1.16 Turkey Run Plat – Parcels 5-7B shall have the meaning set forth in the recitals.
- 1.17 Turkey Run Plat – Parcel 8 shall have the meaning set forth in the recitals.
- 1.18 Turkey Run Plat – Parcel 9 shall have the meaning set forth in the recitals.
- 1.19 Turkey Run Plat – Phase 2 shall have the meaning set forth in the recitals.
- 1.20 Turkey Run Plat – Lot 3 & 4 Phase 2 Boundary Adjustment shall have the meaning set forth in the recitals.
- 1.21 Turkey Run Plat – Lot 20, 21 & 22 Phase 2 Redivision shall have the meaning set forth in the recitals.

ARTICLE II USE OF PROPERTY/RESTRICTIONS

2.01 Use of Property. The Lots shall be occupied and used as follows:

(a) Structures. All Lots within the Property shall be used for single family residential purposes only and no more than one residence shall be constructed upon a Lot along with such outbuildings as are usually accessory to a single family rural residence including a guest cottage or similar structure, a barn, garage, pool house, storage building and/or fencing. No structure, however, shall be leased or occupied by any person(s) other than the principal resident, his family, guests or domestic or farm employees of the Owner.

(b) Noxious or Offensive Activities. No nuisance shall be maintained upon the property by any Owner and it shall be left to the sole discretion of the Committee to determine if any nuisance exists after the registering of a signed, written complaint. No noxious or offensive activity shall be permitted within the Property. No unreasonably loud or annoying noises or noxious or offensive odors shall be emitted beyond the lot lines of any Lot. No animal may be kept within the Property in such a manner as to constitute a nuisance. The Committee is given full authority and power to abate any nuisance found to be existing after giving the Owner written notice and after the Owner has failed to act to abate upon such nuisance within a reasonable period.

(c) Agriculture and Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except in accordance with this subsection. An Owner may keep horses, in the amount of one animal per 4 acres. An Owner may keep domesticated household pets, including without limitation, dogs and/or cats, on his Lot but not in a quantity or in a manner which causes a nuisance as determined by the Committee, in its sole discretion. Animals (other than bees, if approved by the Committee as set forth below) shall not be permitted to roam free outside of the Owner's Lot boundaries and shall be under leash or totally controlled in a similar manner at all times when outside the Owner's Lot boundaries. An Owner may perform agricultural activities on his Lot for the domestic use by the Owner provided that such activities do not encompass more than one acre of land on his Lot. Agricultural activities requiring more than one acre of land and/or involving animals, livestock or poultry otherwise prohibited above, must be approved by the Committee. Owner's agricultural activities must be consistent 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. Owner shall not perform commercial agriculture on any Lot, or harvest timber that results in the clearing of more than 2 acres, without the approval of the Committee. "Commercial agriculture" shall be deemed to include, but shall not be limited to the operation of a farm winery, farm brewery, other type of winery or brewery, and/or event facility. In the event an Owner determines additional activity, other than the activity permitted under this subsection, is necessary and required to satisfy or maintain his/her land use status with Albemarle County and/or compliance with any agricultural and forestal district in which the Property may be located, Owner shall be entitled to engage in the minimum activity required only with the consent of the Committee and provided that Owner notifies the Committee at least thirty (30) days before commencing such activity and provides the Committee with a reasonable determination and evidence thereof as to why such increased or additional activity is required. Notwithstanding any other provision of this subsection, Declarant may perform any agriculture activities, commercial or otherwise, on any Lot owned by it.

(d) Signs. No sign of any kind, with the exception of a standard real estate "For Sale" sign, shall be displayed in the public view on any Lot without prior written consent of the Committee.

(e) Subdivision. There shall be no subdivision of any Lot by any Owner, other than the Declarant, resulting in the creation of a new Lot that is less than 21 acres without the prior written consent of the Committee.

(f) Temporary Structures. No tent, trailer, mobile home, or other structure of a temporary character shall be used on any Lot at any time as a residence or be erected or maintained upon the property. Temporary construction storage or office facilities are allowed if necessary for the construction of structures on any Lot but must be removed immediately upon completion of construction.

(g) Commercial and Recreational Vehicles. No unregistered vehicles, including trailers, shall be kept on any Lot other than those required during the course of construction of buildings or additions to buildings on such Lots, unless housed in a suitable structure erected on such Lot. All recreational vehicles, such as boats, campers, golf carts and trailers shall be housed in such a manner so as not to be visible from other Lots or roads.

(h) Exterior Lights. No high intensity exterior lights shall be allowed, but shielded exterior security or decorative lighting may be used, as well as lighting for exterior swimming pools or tennis courts.

(i) 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.

ARTICLE III MAINTENANCE OF PROPERTY

3.01 Maintenance of Property. Each Owner shall keep any platted Lot owned by him and all improvements on it free of debris and in good order and repair. This will include such matters as the seeding, watering and mowing of all lawns, the pruning and cutting of trees and shrubbery, the painting of (or other appropriate external care) of all structures and appurtenances to structures. Areas classified as fields or meadows will be mowed or bush hogged no less than twice a year. All unimproved platted Lots shall be kept reasonably free of brush, trash and other forms of debris. In the event any such unimproved platted Lot shall not be maintained to reasonable standards as applied by the Committee, the Committee may remove such trash and debris from said Lot, and assess the cost of removal to the Owner of said Lot. If any Owner fails to maintain the Lot and the improvements on it, or to complete any structures required by the Committee, after written notice to the Owner and his failure to comply within a reasonable time, the Committee shall have the right to enter upon such Lot to correct any violation of this Section. All costs related to such correction, repair, restoration or completion of construction will become a Special Assessment upon such Lot as defined in Article VI hereof. The Committee shall notify the Owner in writing upon the imposition of any such Special Assessment.

3.02 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 ("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 home constructed on the Lot, screened from view so that the containers are not visible from 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 the whatever location on the Lot is appropriate for the 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

4.01 Committee Composition. The Property, Landscape and Architectural Control Committee, hereafter the "Committee," shall consist of one or more persons or entities named by Declarant. When the Declarant has conveyed ownership of all of the Lots in the Property, including any additional parcels added, or at such time as Declarant may otherwise deem appropriate, the Committee shall then be composed of three individuals who are Owners. At that time, the three initial Owner members of the Committee shall be designated by Declarant. Thereafter, in the event of a vacancy on the Committee, by reason of resignation, death or otherwise, the remaining member or members of the Committee shall designate an Owner(s) to fill any such vacancy or vacancies. At any time after the designation of Owner members of the Committee by Declarant, Committee members may 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 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 75% of the Lots. No Committee members shall be personally liable for any damages by reason of his or her action or inaction as a member of the Committee.

4.02 Architectural Control and Land Management. Declarant shall regulate the external design, appearance, use, location and maintenance of improvements and landscaping on the Property for the purpose of ensuring that improvements are constructed on the Property and landscaping is performed on the Property in such a manner so as (i) to preserve and enhance values, (ii) to maintain a harmonious relationship among structures and the natural vegetation and topography and (iii) to preserve the general character and color, tone and architectural compatibility of the area.

4.03 General Design Considerations. The exterior of all buildings on the Property shall be wood, wood siding, brick or stone, stucco or cement based siding (Hardiplank), and there shall be no use as exterior siding for any building on the Property of vinyl siding, metal, tar paper, asphalt, plywood, chipboard, fiberboard, or other manufactured composite wood fiber siding. The main structure shall be a single family residence with a total living area, exclusive of breezeway, open porches, decks, carports and garage, of no less than 3,000 square feet. There shall be no building of any nature within 200 feet of Blenheim Road (Route 795) and within 50 feet of the Property boundary lines except in exceptional circumstances to take advantage of the unique terrain and then only with the written agreement of the Committee and the Owner of the Lot adjoining the boundary line in question. In no event shall any structure be located in such a way as to hinder accessibility by other Owners to their respective Lots or any easements granted pursuant to Article V.

4.04 Prior Approval Required. No building, fence, wall, lamp post, mailbox, sculpture or any other structure or improvement (collectively, a “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.

4.05 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 other Lots or roads shall be repaired promptly at the expense of the Owner. This section is in no way meant to interfere with the Owner’s ability to be indemnified by the person or firm causing such damage or disturbance.

ARTICLE V EASEMENTS

5.01 Existing Easements. The Lots shall be conveyed subject to easements for utilities of record at the time of conveyance and to such utility, drainage, sight and access easements as are shown on the Plat, the Turkey Run Plat, the Additional Lower Sherwood Plat, the Turkey Run Plat – Parcels 5-7A, the Turkey Run Plat – Parcel 8, the Turkey Run Plat – Parcel 9, the Turkey Run Plat – Phase 2, the Turkey Run Plat – Lot 3 & 4 Phase 2 Boundary Adjustment, the Turkey Run Plat – Lot 20, 21 & 22 Phase 2 Redivision or created herein, which easements are reserved for the benefit of the Declarant, its successors and assigns and which easements may be conveyed by the Declarant to one or more Grantees.

5.02 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

With respect to the Lower Sherwood Parcels:

- (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 (Route 795), as shown on the Plat;
- (b) a perpetual and alienable easement and right of way 35 feet in width, along and inside the lot line of each Lot within the 30 foot right of way shown as "30' R-W" on the Plat (the "Private Road"), as shown on the Plat, and
- (c) a perpetual and alienable easement and right of way 30 feet in width along and inside the full length of the southerly side lot line of Tract 2-D, as shown on the Plat,
- (d) a perpetual and alienable easement and right of way 15 feet in width along and inside any other side or rear lot lines,

With respect to the Turkey Run Parcels:

- (a) a perpetual and alienable easement and right of way 25 feet in width along and inside the lot line of each Turkey Run Parcel running along Blenheim Road (Route 795) and along and inside the lot line of each Turkey Run Parcel running along Jordan Run Lane and all other public roads shown on the Turkey Run Plat – Phase 2,
- (b) a perpetual and alienable easement and right of way 15 feet in width along and inside any other side or rear lot lines of the Turkey Run Parcels,
- (c) With respect to Parcel 2 of the Turkey Run Parcels, a perpetual and alienable easement and right of way 20 feet in width along and adjoining the northerly side of the existing 150 foot utility easement to Virginia Electric & Power Co. (shown on the Turkey Run Plat as "High Voltage Power Transmission Lines"), and extending along the full length of said existing utility easement from Blenheim Road (Route 795) to the boundary of Parcel 2,
- (d) With respect to Parcels 3, 4 5, 6A, 6B, 7A, 7B and 8 of the Turkey Run Parcels, a perpetual and alienable easement and right of way 50 feet in width centered on the private road near the rear of Parcels 3, 4, 5, 6A, 6B, 7A, 7B and 8 said road being more particularly described in a Private Road Maintenance Agreement recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, in Deed Book 3449, page 633,

- (e) With respect to Lots 7, 6 and 13, Phase 2 of the Turkey Run Parcels, a perpetual and alienable easement and right of way 20 feet in width along and adjoining the northerly side of the existing 150 foot utility easement to Virginia Electric & Power Co. (shown on Sheet 4 of 7 of the Turkey Run Plat – Phase 2 as “Existing Overhead Line Easement”) and extending along the full length of said existing utility easement,
- (f) within the existing 150 foot utility easement to Virginia Electric & Power Co. (shown on the Turkey Run Plat as “High Voltage Power Transmission Lines” and on Sheet 4 of 7 of the Turkey Run Plat – Phase 2 as “Existing Overhead Line Easement”) located along the common boundary line between Parcels 2 and 3 shown on the Turkey Run Plat and located on Lots 4, 5, 6, 7 and 13, Phase 2, shown on the Turkey Run Plat – Phase 2 and the Turkey Run Plat – Lot 3 & 4 Phase 2 Boundary Adjustment.

With respect to the Additional Lower Sherwood Parcels:

- (a) a perpetual and alienable easement and right of way 25 feet in width along and inside the lot line of each Additional Lower Sherwood Parcel running along Blenheim Road (Route 795)
- (b) a perpetual and alienable easement and right of way 30 feet in width, running from the existing power pole (AEP 720-7) to Tract 2-D, and lying 15 feet on either side of the existing underground power line, the approximate location of which is shown on the Additional Lower Sherwood Plat

above ground and underground through all areas subject to this Declaration and any Supplementary Declaration, 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. 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.

5.03 Landscape Easements. Declarant does hereby establish and impose for the benefit of the Property and hence indirectly for the benefit of all Lots,

- (1) an easement 25 feet in width along and inside the lot line of each Lot running along Blenheim Road (Route 795),

(2) an easement 25 feet in width along and inside the lot line of each Turkey Run Parcel running along Jordan Run Lane and all other public roads shown on the Turkey Run Plat – Phase 2,

(3) with respect to Parcel 8 and Parcel 9 of the Turkey Run Parcels, an easement including the area of and extending 5 feet inside the sight distance easement shown on the Turkey Run Plat – Parcel 8 and the Turkey Run Plat – Parcel 9, and

(3) with respect to Lots 1 through 22, Phase 2, of the Turkey Run Parcels, an easement including the area of and extending 5 feet inside any and all sight distance easements which may be established in the future.

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 “Landscape Easements”).

(a) Regulation of Landscape Easements. Declarant shall have the right and power to place any reasonable restrictions upon the use and maintenance of the Landscape Easements.

(b) Maintenance. 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 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.

(c) Pathways. The Declarant does hereby establish and impose for the benefit of all Lots, a non-exclusive easement

with respect to the Lower Sherwood Parcels:

- (i) twenty feet in width along and inside the lot line of each Lot running along Blenheim Road (Route 795), as shown on the Plat,
- (ii) twenty feet in width along the Private Road and adjoining the area identified as “15’ Easement for Road and Utilities”, as shown on the Plat, and
- (iii) thirty feet in width along and inside the full length of the southerly side lot line of Tract 2-D, as shown on the Plat,

with respect to the Turkey Run Parcels:

- (i) twenty feet in width along and inside the lot line of each Lot running along Blenheim Road (Route 795) and along and inside the lot line of each Turkey Run Parcel running along Jordan Run Lane and all other public roads shown on the Turkey Run Plat -- Phase 2,
- (ii) subject to the terms of the right-of-way easement for ingress and egress described in the Private Road Maintenance Agreement recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, in Deed Book 3449, page 633 ("Private Road Easement"), thirty feet in width centered on the private road near the rear of Parcels 3, 4, 5, 6A, 6B, 7A, 7B and 8, which road is more particularly described in said Private Road Maintenance Agreement,
- (iii) within and subject to the terms of the existing 150 foot utility easement to Virginia Electric & Power Co. (shown on the Turkey Run Plat as "High Voltage Power Transmission Lines" and on Sheet 4 of 7 of the Turkey Run Plat -- Phase 2 as "Existing Overhead Line Easement") located along the common boundary line between Parcels 2 and 3 shown on the Turkey Run Plat and located on Lots 4, 5, 6, 7 and 13, Phase 2, shown on the Turkey Run Plat -- Phase 2 and the Turkey Run Plat -- Lot 3 & 4 Phase 2 Boundary Adjustment,

with respect to the Additional Lower Sherwood Parcels:

- (i) twenty feet in width along and inside the lot line of each Lot running along Blenheim Road (Route 795), as shown on the Additional Lower Sherwood Plat,

for the purpose of horseback riding, walking and jogging by Owners and their guests ("Pathway Easements"). The Pathway Easements located on the Lower Sherwood Parcels and the Additional Lower Sherwood Parcels are referred to on the Plat and the Additional Lower Sherwood Plat as easements for "Hiking and Riding" and the Pathway Easements located on the Turkey Run Parcels shall also be for Hiking and Riding. No motorized vehicles will be allowed on these Pathway Easements, except that, to the extent the Pathway Easements are co-extensive with the Private Road Easement, motorized vehicles will be allowed on the Private Road Easement for ingress and egress in accordance with the terms of the Private Road Easement. Those using these Pathway Easements shall consider the privacy and desire for quiet of the surrounding Owners at all times. The Pathway Easements are intended for the use of Owners and their legitimate guests and not for riding clubs or other associations. The Committee has the authority to limit the number of guests of an Owner using the Pathway Easements in order to prevent

their abuse. The Owners of the Lots which the Pathway Easements cross shall allow free access along those pathways. The Owner of the Property upon which such easement is located shall be responsible for, and shall bear the cost of, the maintenance of the grass and Landscaping in that area within the Pathway Easement.

(d) 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 VI.

ARTICLE V-A DEDICATION OF ROADS AND EASEMENTS

5A.01 Dedication of Roads and Easements. In order that the roads to be constructed to serve Lots 1 through 22, Phase 2 of the Turkey Run Parcels may be accepted into the secondary system of state highways of the Commonwealth of Virginia ("Secondary System") and thereby publicly maintained, Declarant and Turkey Run Properties, LLC, either of whom may act, shall have the right and power from time to time to dedicate said roads to public use, along with any easement(s) which are required by a public body to be dedicated for such acceptance. The right of Declarant and Turkey Run Properties, LLC to dedicate the roads and easements shall survive any closing and delivery of any deed to a Lot.

ARTICLE VI SPECIAL ASSESSMENTS

6.01 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) above, such 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 have 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 assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person or entity who was the Owner of such Lot at the time when the assessment falls due. Such personal obligation shall not pass to his/her successors in title unless expressly assumed by them.

6.02 Effect on Non-Payment of Assessments; Remedies of the Committee. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within fifteen (15) days after the due date, the 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 attorney's fees in any such action shall be added to the amount of such 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.

6.03 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 of the assessments provided under 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.

ARTICLE VII OTHER PROVISIONS

7.01 Enforcement; Costs. Enforcement of the provisions of this Declaration shall be by proceedings at law or in equity against any person or persons 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.

7.02 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.

7.03 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.

7.04 Amendments. This Declaration may be modified or amended in whole or in part by recorded instrument executed by the Declarant until such time as the Declarant has conveyed all Lots. After the Declarant has conveyed all of such Lots, this Declaration may be amended or modified by the Owner(s) of a majority of the Lots.

[Signature pages follow.]

[Signature page to Tenth Amended and Restated Declaration of Covenants.]

Witness the following signatures and seals.

David L. Weber (SEAL)
David L. Weber

STATE OF Massachusetts

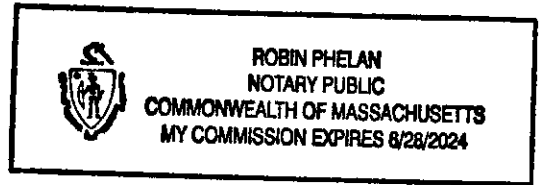
CITY/COUNTY OF Boxford/Essex

The foregoing instrument was signed, sworn to and acknowledged before me this 5th day of February, 2019 by David L. Weber.

Robin Phelan
Notary Public

My commission expires: 6-28-2024
Notary registration number:

Susana M. Weber (SEAL)
Susana M. Weber



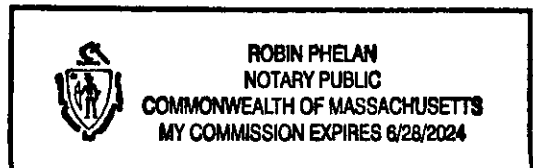
STATE OF Massachusetts

CITY/COUNTY OF Boxford/Essex

The foregoing instrument was signed, sworn to and acknowledged before me this 5th day of February, 2019 by Susana M. Weber.

Robin Phelan
Notary Public

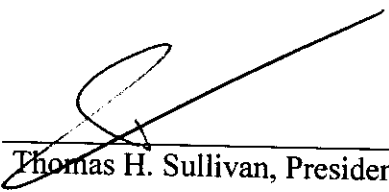
My commission expires: 6-28-2024
Notary registration number:



[Signature page to Tenth Amended and Restated Declaration of Covenants.]

WITNESS the following signature and seal.

MURCIELAGO, LLC

By:  _____ (SEAL)
Thomas H. Sullivan, President


STATE OF MASSACHUSETTS

CITY/COUNTY OF ESSEX

The foregoing instrument was signed, sworn to and acknowledged before me this 7th day of February, 2019 by Thomas H. Sullivan, President of Murcielago, LLC, a Virginia limited liability company, on behalf of the limited liability company.



Kelly Margaret Gatchell
NOTARY PUBLIC
Commonwealth of
Massachusetts
My Commission Expires
6/6/2025

 _____
Notary Public

My commission expires: 6/6/2025
Notary registration number:

[Signature page to Tenth Amended and Restated Declaration of Covenants.]

Witness the following signature and seal.

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

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

STATE OF MASSACHUSETTS

CITY/COUNTY OF ESSEX

The foregoing instrument was signed, sworn to and acknowledged before me this 7th day of February, 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.



Kelly Margaret Getchell
NOTARY PUBLIC
Commonwealth of
Massachusetts
My Commission Expires
6/6/2025

Kelly Margaret Getchell
Notary Public

My commission expires: 6/6/2025
Notary registration number: