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BK 1676 PG 0538

Prepared by: McCallum & Kudravec, P.C.
IVY VISTA

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DECLARATION OF RESTRICTIONS,
COVENANTS AND CONDITIONS

THIS DECLARATION (the "Declaration") made as of this 21 day of July, 1997, by and between CHARLES WM. HURT and SHIRLEY L. FISHER, as TRUSTEES for the POUNDING BRANCH LAND TRUST, pursuant to the terms of a certain Land Trust Agreement dated January 27, 1995 ("Declarant"), and CHARLES WM. HURT ("Developer");

WITNESSETH:

WHEREAS, by deed of Jeanette Cooper Goolsby (formerly known as Jeanette Cooper Irizarry) Carol Cooper Rodriguez, Juanita Cooper McGrath and Katherine Hampton (identified in the will of Leonard A. Wagner as Cathy Cooper Pass), dated January 30, 1995, recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, in Deed Book 1461, page 617, the Declarant acquired certain real property consisting of 143.25 acres, more or less (the "Original Acreage"), more particularly described therein, approximately 110.25 acres of which are to comprise the subdivision to be subject to this Declaration;

WHEREAS, by deed dated May 26, 1995, recorded in said Clerk's Office in Deed Book 1472, page 10, the Declarant conveyed 28.00 acres of the Original Acreage to James M. Hall and Kendra M. Hall, husband and wife;

WHEREAS, by deed dated July 25, 1995, recorded in said Clerk's Office in Deed Book 1481, page 549, the Declarant conveyed 5.00 acres of the Original Acreage to Martin W. Hald and Sarah G. Hald, husband and wife, thus, leaving 110.25 acres from the Original Acreage acquired by the Declarant, said 110.25 acres (constituting the "Property", as more particularly described below) being as shown and described on the plat of Roger W. Ray & Assoc., Inc., dated January 21, 1997, captioned "Subdivision Plat Lots 1 thru 9 Ivy Vista Located on State Route 637 Just West

BK 1676 PG 0539

of State Route 682 Samuel Miller District, Albemarle County, Virginia", attached hereto (the "Plat");
and

WHEREAS, the parties hereto desire to create a certain subdivision to be named "Ivy Vista" upon the Property and, therefore, to subject the Property to covenants, restrictions, easements, conditions, reservations, liens and charges to which the lots in Ivy Vista subdivision shall henceforth be subject, each and all of which is and are for the benefit of the Property and the Owners thereof.

NOW, THEREFORE, the parties hereto do hereby and agree that henceforth the Property, as described hereinbelow in Section 2.01, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, conditions, reservations, liens and charges hereinafter set forth, and any valid amendments hereto, which are imposed to enhance and protect the value and desirability of real property in Ivy Vista subdivision. The provisions set forth herein shall run with the land and shall be binding upon any and all parties who have or shall acquire any right, title and/or interest in all or any part of the Property subject to this Declaration, and shall inure to the benefit of each Owner thereof.

ARTICLE I. DEFINITIONS

The following words, when used in this Declaration, shall have the following meanings:

Section 1.01. "Ivy Vista" shall mean and refer to the real property described in Section 2.01 hereof which is hereby subjected to this Declaration.

Section 1.02. "Declaration" shall mean and refer to the covenants, restrictions, easements, conditions, reservations, liens and charges and all other provisions herein set forth in this entire document, as same may from time to time be amended.

Section 1.03. "Lot" shall mean and refer to any plot of land designated as a "Lot" upon any recorded plat of any portion of Ivy Vista.

BK 1676 PG 0540

Section 1.04. "Ivy Vista Drive" shall mean and refer to the privately owned road named "Ivy Vista Drive" as shown and described on the Plat to be constructed by the Developer as provided in Article IV hereof.

Section 1.05. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, including the Declarant, of the fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of any obligation. In the case where a Lot is held by one or more person for life with the remainder to another or others, the terms "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.

ARTICLE II. PROPERTY SUBJECT TO DECLARATION

Section 2.01. Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is the "Property", being all those certain nine (9) lots (with a total area of 108.32 acres) and Ivy Vista Drive area (consisting of 1.93 acres), together comprising 110.25 acres, as shown and described on the Plat.

ARTICLE III. EASEMENTS

Section 3.01. Access Easement. There is hereby reserved and imposed a permanent, non-exclusive easement along and within the "New 50' Access Easement" (which easement area includes that portion designated on the Plat as Ivy Vista Drive), as shown and described on the Plat (the "Access Easement") for vehicular and pedestrian ingress and egress to and from State Route 637, subject to the right and power of the Declarant to dedicate that portion of the Access Easement shown as Ivy Vista Drive to public use as set forth in Section 3.05 hereof. This easement shall include the right to construct, maintain, repair and replace Ivy Vista Drive.

BK 1676 PG 0541

Section 3.02. Drainage Easements. There is hereby reserved and imposed permanent, non-exclusive easements each 20 feet in width, within, over and across those portions of Lots 1, 2, 7, and 8 shown on the Plat, to construct, install, maintain, repair, replace and extend drainage facilities.

Section 3.03. Utility, Drainage, Sight Distance, Etc. Easements. Upon Lots 1 and 9, permanent, non-exclusive easements and rights of way, above ground and underground, are established and imposed upon each such Lot within seventy-five feet (75') of State Route 637 for the purposes recited in this Section 3.03. In addition, for the same such purposes, easements and rights of way are established and imposed (i) within twenty-five feet (25') of each Lot's boundary shared with the Access Easement (which includes the area to be designated Ivy Vista Drive), (ii) within thirty-five feet (35') of each Lot's rear boundary line, and (iii) within twenty-five feet (25') of each Lot's side boundary line. The purposes for which such easements and rights of way are established by this Section 3.03 are as follows:

(a) to construct, reconstruct, maintain, inspect, replace and repair wires, cables, conduits, pipes and other suitable equipment for the conveyance of telephones, electricity, cable television, communications and other utilities and public conveniences;

(b) for storm and surface water drainage;

(c) to create, provide and maintain any sight distances and/or slopes required by the Virginia Department of Transportation for use and/or acceptance for public maintenance of Ivy Vista Drive; and/or

(d) to meet any other condition and/or requirement of any governmental authority related to the subdivision and/or development of Ivy Vista and/or the use and/or acceptance for public maintenance of Ivy Vista Drive.

BK 1676 PG 0542

Section 3.04. Additional Drainage Easements. There are hereby reserved and imposed permanent, non-exclusive easements and rights of way above ground and underground twenty feet (20') in width along all streams and all drainage courses within all Lots, together with reasonable ingress and egress thereto, for the purpose of constructing, maintaining, inspecting, replacing and repairing pipes and swales for storm and surface water drainage for the Access Easement (including Ivy Vista Drive) and as may be required by the Virginia Department of Transportation.

Section 3.05. Scope. The easements reserved in this Article shall include the right to cut any grass, vegetation, tree(s), brush and shrubbery, to make any grading of land, and to take other similar action reasonably necessary to achieve the purposes of such easements. The easements and rights reserved herein (a) may be exercised by Declarant or by the designee of Declarant, (b) may be limited or released as to any Lot by subsequent deed or other recorded instrument from Declarant, and (c) shall not be deemed to impose any obligation upon Declarant to provide, maintain or be responsible for any utility service, any drainage, any sight distance and/or any slope condition. Any damage to property resulting from the use of the easements hereby reserved shall be promptly rectified at the expenses of the entity which caused such damage.

Section 3.06. Dedication to Public Use. The Declarant shall have the right and power to dedicate to public use:

- (a) Ivy Vista Drive, so that Ivy Vista Drive may be accepted into the Virginia State Highway System and thereby be publicly maintained; and
- (b) any other easement(s) hereby reserved which are required by any public body to be dedicated as a condition to Ivy Vista Drive being accepted into the Virginia State Highway System.

BK1676PG0543

ARTICLE IV. IVY VISTA DRIVE
THE ACCESS EASEMENT AND THE PRIVATE DRIVE

Section 4.01. Dedication and Construction. Consistent with Article III herein, Declarant does hereby establish and dedicate to public use Ivy Vista Drive, as shown and described on the Plat, as a public road not to exceed 50' in width for public ingress and egress to and from all Lots and for the conveyance of utilities, together with (a) the permanent drainage easements related thereto, (b) the temporary drainage easements related thereto, (c) the cul-de-sac area related thereto, and (d) any necessary site easement related thereto. The Developer, at his expense, shall cause Ivy Vista Drive to be constructed within the Access Easement for the benefit of all present and future Lots in Ivy Vista.

Section 4.02. Regulation of Traffic and Parking. The Declarant shall have the right and power to place reasonable restrictions upon the use of Ivy Vista Drive, including the establishment of speed limits and regulation of parking.

Section 4.03. Maintenance. After initial construction of Ivy Vista Drive, and until such time as it may be accepted into the State Highway System, the necessary funds for the future repair, maintenance, improvements, enhancement or replacement (Maintenance) of Ivy Vista Drive will not be borne by the County of Albemarle, the Commonwealth of Virginia, or any public agency, but rather, shall be provided by the assessments hereinafter described in Article VII. Maintenance shall include the customary upkeep of Ivy Vista Drive, including snow removal. Until such time as the Ivy Vista Property Owners' Association, Inc. (the "Association"; see Article VI below) is formed (and subject to the provisions of Sections 4.04 and 4.05 below), the costs for repairing and maintaining Ivy Vista Drive shall be shared equally by the Owners of all Lots and shall be due and payable as and when incurred. Upon formation of the Association (and subject to the provisions of Sections 4.04 and 4.05 below), the Association shall repair and maintain Ivy Vista Drive until it

BK 1676 PG 0544

has been accepted into the highway system of the Commonwealth of Virginia for public maintenance.

Section 4.04. Damage By or Negligence of Owner, Declarant or Developer. Notwithstanding any other provision of this Declaration, if the Declarant, the Developer or any Owner through his own negligence or through his construction, development or other unusual activity on his real property causes Ivy Vista Drive to be damaged, then he shall be solely and exclusively responsible for the repair of such damage without the benefit of contribution from the other Owners. If any Owner shall fail to promptly restore any portion of Ivy Vista Drive to the condition as it existed prior to such damage, then Declarant or Declarant's agent shall have the right to restore such road portion to its prior condition and to collect the cost of such restoration from such Owner (together with the costs of collection, including reasonable attorneys' fees).

Section 4.05 Driveway Entrance. At such time as any Owner desires an entrance from Ivy Vista Drive to his Lot (including any cul-de-sac entrance for a private drive serving Lot 5 or Lot 6), such Owner shall, at his expense, design, construct and maintain such entrance in compliance with the applicable requirements and standards of the Virginia Department of Transportation. If any Owner shall fail to so design, construct and/or maintain the entrance from Ivy Vista Drive to his Lot in compliance with the then-applicable requirements and standards of the Virginia Department of Transportation, Declarant shall have the right to bring such entrance into compliance with such requirements and standards and to collect the cost(s) of such work from such Owner (together with costs of collection, including reasonable attorneys' fees).

Section 4.06. Access to Lots 1, 2, 3, 4, 7, 8, and 9. Access to Lots 1, 2, 3, 4, 7, 8, and 9 shall only be by Ivy Vista Drive and the private driveways extending therefrom, in accord with such intersection standards as may be established by the Declarant or, as applicable, the Virginia Department of Transportation. Notwithstanding the foregoing (and insofar as title documents

BK 1676 PG 0545

referenced on the Plat may permit), ingress to and egress from Lot 1 may also be by use of the "Existing 50' Right of Way" as depicted on the Plat.

Section 4.07. Access to Lots 5 and 6. Except insofar as may be permitted with respect to Lot 5 by title documents establishing the "Existing 50' Right of Way" depicted on the Plat, ingress to and egress from Lots 5 and 6 shall be only by private driveway to be constructed and maintained within the Access Easement (the "Private Drive", not to exceed 50' in width) in accord with such Ivy Vista intersection standards as may be established by the Declarant or, as applicable, the Virginia Department of Transportation. The following terms and provisions shall apply to the Private Drive:

(a) The Private Drive is private and requires private maintenance as hereinafter set forth. The cost of repair, maintenance, upkeep, improvements or replacement (hereinafter "maintenance", including snow removal) of the Private Drive will not be borne by the County of Albemarle, the Commonwealth of Virginia, or any public agency, but rather, shall be the responsibility of and borne as follows:

(b) After the initial construction of the Private Drive by the Developer, the Owners of Lot 5 and Lot 6 shall be equally responsible for the repair and maintenance of the Private Drive, with such Owners each paying one equal share of the cost of such maintenance.

(c) Notwithstanding the foregoing, the Owner of Lot 5 or Lot 6, as the case may be, shall be solely and exclusively responsible for and shall fully bear the costs of maintenance within the Private Drive necessitated by construction or related activities on his Lot, and each such Owner shall restore any portion of the Private Drive damaged by his construction activities to at least its prior condition upon completion of such construction.

(d) At such time as the Association (or, prior to its formation, the Declarant) determines that the Private Drive is in need of maintenance, the Association or the Declarant shall

BK 1676PG0546

have the right to order such maintenance as it deems necessary in order to maintain the Private Drive to the same standards to which the Private Drive was initially constructed. The Association or the Declarant, as the case may be, once receiving an estimate for the maintenance of the Private Drive or, at its option, after maintenance has been performed, shall bill each of the respective Lot 5 and Lot 6 Owners for their proportional share, which bill shall become due and payable within fifteen (15) days after mailing thereof.

(e) Each Lot 5 and Lot 6 Owner shall be personally liable and responsible for his share of the costs of Private Drive maintenance incurred during his ownership of his Lot, and shall pay his proportional share within fifteen (15) days of when billed.

(f) In the event that any Owner fails to pay his proportional share within said fifteen (15) days of the date when billed, then the Association or the Declarant, as the case may be, may prepare a statement of such delinquency in recordable form; and the recordation of said statement in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, shall in itself create a lien against the Lot whose Owner has not contributed his share. Once recorded, said lien shall have priority as to any subsequent liens recorded against the Lot.

(g) If any Lot 5 or Lot 6 Owner shall fail to pay his proportional share of the costs of maintenance for which he is responsible, the Association or the Declarant, as the case may be, may bring an action at law against such Owner or foreclose the lien established herein against the delinquent Owner's Lot. The amount due by any delinquent Owner shall bear interest at the maximum judgment rate provided by law from the date on which said amount was due; and the delinquent Owner shall be liable to pay all costs of collection, including a reasonable attorney's fee.

(h) The lien provided shall at all times be subject to any first or second mortgage or deed of trust placed on any Lot at any time until a statement of such lien shall have been recorded as provided herein. From the time of such recordation, the amount stated in the

BK 1676P60547

statement, together with interest, costs of collection and reasonable attorney's fees, shall become a lien prior to any first or second mortgage or deed of trust recorded subsequent to the date of such statement.

ARTICLE V. STORMWATER FACILITIES

Section 5.01. Construction. In connection with the development of Ivy Vista, the Developer, at his expense, shall construct such stormwater facilities, if any, as may be required by the appropriate agency or agencies of the County of Albemarle or the Commonwealth of Virginia.

ARTICLE VI. THE ASSOCIATION

Section 6.01. Association. Every Owner of a Lot within Ivy Vista shall be a Member of the Ivy Vista Property Owners' Association, Inc. (the "Association"), to be created pursuant to the Virginia Property Owners Association Act (Sec. 55-506 et seq. of the Code of Virginia).

Section 6.02. Voting Rights. The Owner(s) of each Lot shall be Member(s) of the Association. Each Lot shall be entitled to one (1) vote for each matter of Association business. In the event that more than one person or entity holds an interest in any Lot, the vote for such Lot shall be exercised as they among themselves determine but in no event shall more than one vote be cast with respect to any Lot.

Section 6.03. Duties. After the sale of the last Lot owned by the Declarant, the Association shall become the successor to the Declarant and the Developer under this Declaration for all purposes including architectural control, the enforcement of all covenants, restrictions and conditions, and the granting of necessary and appropriate utility and drainage easements. Prior to the sale of all Lots by the Declarant, the Declarant and the Developer shall have the right in their sole discretion to transfer any one or more (including all) of their rights, privileges and duties under

BK 1676 PG 0548

this Declaration to the Association, which transfer shall be evidenced by an instrument executed by the Declarant and the Developer recorded in the aforesaid Clerk's Office.

Section 6.04. Operation of the Association. The Association shall be governed by and operated in accordance with the provisions of this Declaration and the Bylaws of Ivy Vista Property Owners' Association, Inc., such Bylaws to be determined at a later date.

ARTICLE VII. MAINTENANCE ASSESSMENTS ON LOTS

Section 7.01. Assessment Lien. Each Lot is hereby made subject to an assessment lien (the "Assessment") for maintenance of Ivy Vista Drive and stormwater facilities, if any (but not for the cost of the initial construction of Ivy Vista Drive and any stormwater facilities), which Assessment shall be a charge and continuing lien upon each Lot. Such Assessment shall also be the personal obligation of each Owner, provided, however, that the personal obligation for an Assessment shall not pass to any successors in title unless expressly so assumed.

Section 7.02. Amount of Assessments. The amount of the Assessment shall be the amount necessary each year to adequately and properly maintain Ivy Vista Drive and stormwater facilities, if any, to the same standards as they are initially constructed. Assessments on all Lots shall commence after the completion of Ivy Vista Drive and the stormwater facilities, if any.

Section 7.03. Allocation of Assessments. The Assessment shall be adjusted so that each Lot bears an equal prorata share of the Assessment based upon the total number of Lots.

Section 7.04. Assessment Lien. The lien to secure the payment of the Assessment shall at all times be subject and subordinate to any first lien mortgage, deed of trust, or vendor's lien placed upon any Lot at any time, except that at such time as the Declarant places of record a Notice of Delinquency as to any particular Lot, then from the time of recordation of such Notice of Delinquency, the amount stated in such Notice of Delinquency shall become a lien prior to any mortgage, deeds of trust or vendor's liens placed of record subsequent thereto in the same

BK 1676 PG 0549

manner as a docketed judgment in the Commonwealth of Virginia. Sale or transfer of any Lot shall not affect the lien herein provided for.

Section 7.05. Enforcement of Lien. The Declarant or the Association may bring an action at law or in equity against any Owner personally obligated to pay any Assessment, either in the first instance or for a deficiency following foreclosure, and interest and costs of any such action (including reasonable attorneys' fees) shall be added to the amount of such Assessment. The Declarant may, in addition to and not in limitation of all other legal and equitable rights provided to it, record in the aforesaid Clerk's Office an instrument setting forth the name of the record Owner and the Lot with respect to which any Assessment is delinquent as herein provided (hereafter a "Notice of Delinquency"), and a lien shall immediately be imposed upon such Lot to secure the payment of such Assessment, plus interest and costs (including a reasonable attorneys' fee). Every such lien so created may be foreclosed by equitable foreclosure at any time within five years after the date on which the instrument creating it was recorded. Regardless of whether the Notice of Delinquency has been recorded, the lien of the Assessment may be foreclosed by a bill in equity in the same manner provided for the foreclosure of mortgages, vendor's liens and liens of similar nature.

Section 7.06. Delinquent Assessment. The Assessment shall be payable in full within 30 days from the date of mailing of a bill therefor by the Declarant and, if not paid within such 30-day period, shall thereafter be deemed to be delinquent. A delinquent Assessment shall bear interest at the rate of twelve percent (12%) per annum, commencing as of the date of delinquency.

ARTICLE VIII. ARCHITECTURAL CONTROL

Section 8.01. Architectural Control. Until the sale of all the Lots by the Declarant, the Architectural Control Board ("ACB") shall consist of one or more individuals appointed by the Declarant. After the sale of all the Lots by the Declarant, or at such earlier time as the Declarant

BK 1676PG0550

in its sole discretion may determine, the selection of the members of the ACB shall be by the Association, as evidenced by an instrument recorded in the aforesaid Clerk's Office.

Section 8.02. Purpose. The ACB shall regulate the development and external design, appearance, landscaping, grading, use and location of the Lots and of the structures and other improvements thereon in such a manner so as to preserve and enhance values, to maintain a harmonious relationship among structures and the natural vegetation and topography, and to conserve existing natural amenities and ecologically sensitive areas.

Section 8.03. Conditions. No improvements, alterations, repairs, excavations, changes in grade, major landscaping or other work which in any way alters the exteriors of any Lot or the improvements located thereon from its natural or improved state existing on the date such property was first conveyed in fee by the Declarant to an Owner shall be made or done unless and until the plans, specifications, working drawings, and proposals for the same showing the nature, kind, shape, type, materials and location thereof shall have been submitted to and approved in writing by the ACB, pursuant to Section 8.04 hereof. No building, fence, well, residence, structure or other improvement shall be commenced without the prior written approval of the ACB. The Declarant and the Developer shall not be required to obtain the consent of or the approval of the ACB or of the Association for any land clearing, excavations, changes in grade, or other work performed by the Declarant and/or the Developer, their respective contractors and/or subcontractors, in the construction of Ivy Vista Drive, and/or the installation of utilities and drainage facilities within Ivy Vista.

Section 8.04. Procedure. In the event the ACB fails to approve, modify or disapprove in writing a request for approval required herein within sixty (60) days after plans, specifications, or other appropriate materials have been submitted in writing to it, approval will be deemed granted.

BK 1676 PG 0551

Section 8.05. Presumption. In the event that the appropriate equitable action together with a lis pendens has not been commenced within ninety (90) days after the completion of any activity requiring the approval of the ACB, it shall be conclusively presumed that such activity is approved by the ACB.

ARTICLE IX. GENERAL USE RESTRICTIONS

Section 9.01. Restriction on Further Subdivision. No Lot shall be further subdivided or separated into smaller Lots by an Owner other than the Declarant without the written consent of the Declarant, its successors and assigns, and no portion less than all of any such Lot shall be conveyed or transferred by an Owner other than the Declarant; provided, however, that this shall not prohibit deeds of correction, deeds to resolve boundary line disputes and similar corrective instruments. Notwithstanding the foregoing, there shall be no restriction or prohibition whatsoever upon the Declarant against further subdivision and/or re-subdivision of the Property. No Lot shall be used as a roadway for access to any property lying outside of the boundaries of Ivy Vista without the written consent of the Declarant, its successors and assigns.

Section 9.02. Single Family Dwellings. No building of any kind shall be erected or maintained upon any Lot except one private detached single-family dwelling and buildings accessory thereto, e.g., garages and gazebos, stables, private greenhouses, domestic animal shelters, tool sheds, etc., which have been approved by the ACB.

Section 9.03. No Temporary Structures. No structure of a temporary character, partially completed dwelling, tent, or trailer shall be used on any Lot at any time as a residence, either permanently or temporarily for a time greater than three days.

Section 9.04. Mobile Homes Prohibited. No mobile home or house trailer shall be permitted or located on any Lot.

BK 1676 P60552

Section 9.05. No Signs. No billboards or signs of any kind shall be erected, maintained or displayed unless approved by the ACB, except "For Sale" or "For Rent" signs not greater than two square feet, which may be placed upon any Lot for sale or for rent.

Section 9.06. No Offensive Activities. No noxious or offensive activities shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 9.07. Swine Prohibited. No hogs or swine shall be kept, raised or bred on any Lot at any time.

Section 9.08. Sewage Disposal. All sewage disposal will be in accordance with specifications of the State Health Department.

Section 9.09. Non-interference with Drainage. Nothing shall be done on any Lot that interferes with the drainage or surface water to the injury of any other Lot.

Section 9.10. No Hunting or Shooting. No hunting or shooting shall be allowed in the subdivision.

Section 9.11. Setback Lines. As shown on the Plat, no building or any part thereof shall be erected hereafter (i) within seventy-five feet (75') of State Route 637, (ii) within twenty-five feet (25') of Ivy Vista Drive or the Access Easement, (iii) within twenty-five feet (25') of any side Lot line, or (iv) within thirty-five feet (35') of any rear Lot line. No suit shall be brought over sixty (60) days after the completion of any such structure on account of its location. For so long as it owns a Lot within Ivy Vista, the Declarant reserves the right to waive these setback lines in individual cases.

Section 9.12. Mailboxes. No mail or paper delivery boxes shall be erected without the approval of the ACB as to the location, color, size, design, lettering, and all other particulars of such mail or paper delivery boxes, and the standards, brackets and name signs for such boxes.

BK 1676 PG 0553

Section 9.13. Recreational and Motor Vehicles. No recreational vehicle, no motor home, no trailer, no camper, no camper top, no bus, no truck over 3/4 ton capacity, no boat, and no garden or farm tractor or other machinery, shall be placed, stored, or parked on such Lots either temporarily or permanently, except in garages or other storage structures approved by the ACB or unless adequately screened from the adjoining lots by plantings or otherwise, provided such screening is approved by the ACB. Notwithstanding the foregoing, trucks, tractor trailer rigs and/or equipment may be temporarily parked on Lots in connection with the moving of furnishings into and out of a residence or in connection with construction activities being performed on the Lots. In addition, the Declarant shall have the right to regulate or prohibit the outside storage or parking, whether temporary or permanent, within such Lots and/or Ivy Vista Drive of any van or any truck which in the opinion of the Declarant damages or detracts from the general aesthetic character and harmony of Ivy Vista by reason of: the types and/or quantities of materials or items stored within or on such van or truck; the general disrepair, poor body condition, or dilapidated state of such van or truck; or the unusual or tasteless exterior appearance of such van or truck created by unusual custom paint schemes, graphics, illustrations, and/or words.

Section 9.14. Diligent Completion of Construction. All construction, landscaping, or other work on any Lot shall be performed with diligence from the commencement until the completion thereof, and in any case all construction shall be completed within the period of time (if any) specified by the ACB.

Section 9.15. Maintenance of Lots. Each Lot (whether improved or unimproved) and the structures and other improvements thereon shall be kept and maintained in good order and repair, free of debris, and free of inoperable motor vehicles. In the event that any Lot or the structures or other improvement thereon shall be damaged by fire, windstorm, or any other cause, the damage shall be promptly repaired and restored to its prior condition, or the damaged item demolished and

BK 1676 PG 0554

removed and the ground surface restored to a condition approved by the ACB. If any Owner shall fail to maintain his Lot in compliance with this Section, then either Declarant and/or the Association shall have the right (but not the obligation) to perform the necessary corrective work and to collect the cost of such work from such Owner (together with costs of collection including reasonable attorneys' fees).

Section 9.16. Storage Tanks: Outside Storage. No elevated tanks of any kind shall be erected, placed or permitted on any part of any Lot. Any tank for use in connection with any structure constructed on any Lot, including tanks for the storage of fuels, must be buried or walled sufficiently to conceal them from the view of neighboring Lots or Ivy Vista Drive. Plans for all enclosures of this nature must be approved by the ACB.

Section 9.17. Antennas, Aerials and Satellite Dishes. No television and/or radio antenna, aerial or satellite dish shall be placed on any Lot, or be fixed to or extend from the exterior of any structure on any Lot, unless approved by the ACB. No transmitting or receiving equipment which might interfere with television, radio or any other communications reception of Owners shall be used or permitted upon or within any Lot.

Section 9.18. Clothes Drying. No clothing, laundry, or wash shall be aired or dried on any portion of any Lot exposed to view from any other Lot or Ivy Vista Drive.

ARTICLE X. GENERAL PROVISIONS

Section 10.01. Developer as Attorney in Fact. The Declarant does hereby appoint the Developer as its agent and attorney-in-fact to act for and on behalf of the Declarant as to all matters pursuant to any section of this Declaration.

Section 10.02. Non-Discrimination. Any person, when he becomes an Owner, agrees that neither he nor anyone authorized to act for him will refuse to sell or rent, after the making of a bona fide offer, or refuse to negotiate for the sale or rental of, or to otherwise make unavailable or deny

BK 1676PG0555

any of the property owned by him in Ivy Vista to any person because of race, color, religion, sex or national origin. Any restrictive covenant affecting Ivy Vista relating to race, color, religion, sex or national origin which is inconsistent with this section is recognized as being illegal and void and is specifically disclaimed.

Section 10.03. Enforcement. 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 the covenant either to restrain violation or to recover damages. Notwithstanding any other provisions of this Declaration which may appear to be contrary, such action may be brought by the Declarant, the Developer, the Association, or the Owner of any Lot.

Section 10.04. Severability. Invalidation of any one or more of the provisions of this Declaration or any Supplementary Declaration by judgment, court order or otherwise shall in no way affect any other provisions which shall remain in full force and effect.

Section 10.05. Duration. The provisions of this Declaration shall run with and bind the land for a term of thirty-five (35) years from the date this Declaration is recorded, and thereafter shall be automatically renewed for successive periods of ten (10) years unless modified, amended or terminated as provided in Section 10.06 hereof.

Section 10.06. Termination and Amendment. This Declaration may be amended, in whole or in part, or terminated at any time by the recordation of an instrument in the aforesaid Clerk's Office, signed by a majority of the then Owners of the Lots, agreeing to such amendment, modification or termination. In addition, until the sale of all Lots by the Declarant, any such amendment, modification or termination must be consented to in writing by the Declarant.

ARTICLE XI. DECLARANT'S RIGHTS

Section 11.01. Declarant's Rights. Declarant hereby reserves to itself, and each owner of any Lot by acceptance of a deed or other instrument of conveyance, therefore hereby

BK 1676 PG 0556


agrees that, any contrary term or provision herein notwithstanding, Declarant shall have the following rights, so long as Declarant owns any Lot in Ivy Vista, to-wit:

(a) the right to replat, vacate or withdraw any area, platted or unplatted, of the real property subject to this Declaration in accordance with the laws of the Commonwealth of Virginia;

(b) the right to approve or disapprove any amendments to this Declaration and any amendment to any corporate documents related to the Association; and

(c) the right to conduct the development, construction, marketing, and sale of all Lots in Ivy Vista owned by the Declarant.

WITNESS the following signatures and seals.



Charise Wm. Hurt, as Trustee for the Pounding
Branch Land Trust (SEAL)



Shirley L. Fisher, as Trustee for the Pounding
Branch Land Trust (SEAL)



Charise Wm. Hurt, Developer (SEAL)