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DECLARATION OF COVENANTS AND RESTRICTIONS FOR

EDGEWOOD

The DECLARATION made this 16th day of July, 2001, by SANDAL, INC. and BARBARA B. GILBOY, hereinafter called Declarant;

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Albemarle County, Virginia, described as Revised Lots B,C and D on a plat of Roudabush, Gale & Assoc., Inc., dated April 9, 2001, entitled "Plat Showing the Redivision of Tax Map 71 Parcels 61, 62, 63 & 34E Known as Lots A, B, C and D" (the "Plat"), which Plat is attached to and recorded with this instrument, and Declarant desires to provide for the preservation of values and amenities in said subdivision, and to this end, desires to subject the real property further described in Article II to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each Owner thereof; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities within said subdivision, to create an agency to which should be delegated and assigned the non-exclusive powers of administering and enforcing these Covenants and Restrictions;

NOW, THEREFORE, Declarant declares that the real property described in Article II is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

Section I. The following words when used in this Declaration or any supplemental declaration (unless the context shall prohibit) shall have the following meanings:

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(a) "Lot" or "Lots" shall mean and refer to any plot of land shown on the recorded subdivision plat of real estate located within Edgewood.

(b) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is situated within Edgewood Subdivision, but, notwithstanding any applicable theory of the mortgagee shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or through any proceeding in lien of foreclosure.

(c) "Edgewood" shall mean and refer to all such real property subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

AND ANY ADDITIONS THERETO

Section 1. Existing Property: The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is located in Albemarle County, Virginia, and more particularly described as follows:

Revised Lots A, B, C and D on the Plat attached to and recorded with this instrument.

Section 2. Additional Property: Additional property may from time to time be added and made subject to this Declaration or any supplemental declaration.

ARTICLE III

ARCHITECTURAL CONTROL COMMITTEE

Section 1. No building, fence, wall or other structure and no mailboxes shall be commenced, erected or maintained within Edgewood, nor shall any exterior addition to, or change, or alteration therein, be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to the surrounding structures and topography by an Architectural Control Committee composed

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of two (2) or more representatives, as specified below (the "Architectural Control Committee"). In the event said Committee fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with. Only one (1) residence shall be constructed on any Lot, but the Architectural Control Committee shall have the right to approve pertinent structures, including, but not limited to, guest cottages, garages, barns and storage sheds under such terms and conditions as the Architectural Control Committee shall deem appropriate from time to time.

(b) No residence shall be approved by the Architectural Control Committee unless such residence contains a minimum of 1,800 square feet of heated, air conditioned space for a 1-story dwelling and a minimum of 2,200 square feet for a 1 ½ or 2-story dwelling. In determining heated, air conditioned square footage, the Architectural Control Committee will not include garages, basements and attics even if such areas are furnished as living spaces.

(c) Until Declarant has sold all Lots in Edgewood, the Architectural Control Committee shall consist of Alexander G. McAlister, Frances F. McAlister and Barbara B. Gilboy. A majority vote of the members of the Architectural Control Committee will be binding with the comments of all members taken into consideration.

(d) Upon the sale of all three Lots in Edgewood, the three Owners may elect by a simple majority vote an Architectural Control Committee to enforce this Article III and the following Article IV and Article V.

(e) The Architectural Control Committee shall adopt guidelines to enforce this Article by unanimous consent. The initial guidelines are attached hereto as an exhibit.

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ARTICLE IV

EXTERIOR MAINTENANCE

Section 1. Exterior Maintenance. In the event that an Owner of any Lot in Edgewood shall fail to maintain the premises, or to maintain or repair the exterior of any improvements situated thereon in a manner satisfactory to the Architectural Control Committee, then the Architectural Control Committee, upon approval of a resolution to do so by a two-thirds vote of the members of the Architectural Control Committee, may, after prior written notice to the Owner of at least thirty (30) days, provide exterior maintenance upon said Lot, and the improvements situated thereon, as follows: paint, repair, replace, mow and maintain lawns and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, driveways, and all other exterior improvements. All fields shall be bushhogged at least two (2) times per calendar year, approximately once in the month of June and once in the month of October.

Section 2. Assessment of Cost. The cost of such exterior maintenance or repair shall be charged to the Owner of said Lot and such cost, if not paid within thirty (30) days of billing shall become a lien on said Lot.

Section 3. Access at Reasonable Hours. For the sole purpose of performing the exterior maintenance authorized by this Article, the Architectural Control Committee, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours on any day except Sunday.

ARTICLE V

GENERAL PROTECTIVE COVENANTS AND

RESTRICTIONS AND EASEMENTS

Section 1. The following shall apply to all Lots within Edgewood:

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(a) No noxious or offensive activity shall be carried on, in or upon any Lot, nor shall anything be done thereon which may be or may become a nuisance to persons residing in Edgewood, as determined by the Architectural Control Committee.

(b) No fence, mailbox, wall, tree, hedge or shrub planting shall be maintained in such manner as to obstruct lines of sight for vehicular traffic and all such improvements shall not be constructed without the prior approval of the Architectural Control Committee.

(c) No sign shall be placed on any Lot without the written consent of the Architectural Control Committee except for standard real estate firm "For Sale" or "For Rent" signs.

(d) No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats and other common household pets may be kept on any Lot.

The raising, breeding and/or keeping of animals on Lots permitted by this section shall be subject to such reasonable rules and regulations as may be established from time to time by the Architectural Control Committee. If the Architectural Control Committee shall so decide at a duly called meeting of members, then the owners of all dogs shall be prohibited from running or allowing to run at large within Edgewood. Notwithstanding the above, no kennel for dogs shall be allowed in Edgewood. The Architectural Control Committee shall have the right to take such action as it deems appropriate against any animal which the Architectural Control Committee determines to be a nuisance.

The Architectural Control Committee from time to time may amend this section to include or limit the types of animals, livestock or poultry which may be kept on any Lot and to amend the conditions under which such animals, livestock or poultry may be kept on any Lot.

(e) No Lot or structure thereon shall be utilized for the conduct of any commercial or professional enterprise of any kind; provided, however, that this restriction shall not prohibit an Owner from personally engaging in activities within any structure on his or her Lot incidental to his or her business or profession which have no exterior

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manifestations and no regular business or professional-related pedestrian or vehicular traffic.

(f) No clothing, laundry or wash shall be aired or dried on any exterior portion of any Lot.

(g) No portion of any Lot shall be used for other than single family residential purposes and for purposes incidental or accessory thereto, except that model homes may be placed thereon which are used by the Declarant, or by other builders with the prior written permission of the Architectural Control Committee. This restriction shall not prohibit the use of guest cottages by guests or Owners.

(h) The location of all antennas must be approved by the Architectural Control Committee.

(i) All utility lines and storage tanks shall be underground or as approved by the Architectural Control Committee.

(j) No temporary structures or mobile homes shall be permitted on any Lot at any time. Campers, boats, above ground pools, large vehicles and farm machinery may be permitted if they are maintained in a manner minimizing the view from all roads and other Lots. The Architectural Control Committee may require screening of said campers, boats, large vehicles and farm machinery and has the authority to deny permission to keep such property from any Lot

(k) No hunting shall be permitted within Edgewood.

Section 2. Easements. Easements for the installation and the maintenance of overhead and underground utilities, supply and transmission lines, and drainage facilities are reserved to Declarant and its successors and assigns through all areas of Revised Lots B, C and D shown on the Plat or any subsequent plat. Such easements shall include the right of ingress and egress, provided that any damage resulting from the installation, maintenance or repair of any underground utility, supply or transmission line, or drainage facility shall be promptly rectified at the expense of the individual or entity which directed the entry. Furthermore, easements as set forth above are reserved within 25 feet of all Lot property lines to Declarant or Declarant's assigns under the same terms and

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conditions set forth above. Notwithstanding the preceding sentence, no easement is granted over any portion of the parcel identified as "Revised Parcel 34E" on the Plat. This Section 2 of Article V shall be enforceable by the Owner of all or any portion of Revised Parcel 34E, and may not be amended without the written consent of the Owner of all or any portion of Revised Parcel 34E.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Duration. The Covenants and Restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by Barbara B. Gilboy, the Architectural Control Committee, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said Covenants and Restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by the Owners of all of the Lots has been recorded, which instrument agrees to change said Covenants and Restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded one (1) year in advance of the effective date of such change.

Section 2. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when deposited, postage prepaid, in a postal box or other authorized receptacle of the United States Postal Service, or its successors, to the address listed for such Owner in the Albemarle County Assessor's Office.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be, by means of any proceeding at law or in equity, against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation, or to recover damages, and, as against the land, to enforce any lien created by these covenants; and failure by the Architectural Control Committee or by any Owner to

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enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 5. Amendment. Subject to approval or disapproval by Declarant for so long as Declarant owns any Lot, this Declaration may be amended in whole or in part by recorded instrument bearing the signature of the Owners of record, including joint tenants and tenants in common, ~~of four~~ of all Lots then subject to this Declaration.

IN WITNESS WHEREOF, the Declarant has executed this Declaration this

18 day of July, 2001.

SANDAL, INC.

Frances F. McAlister (SEAL)
By: Frances F. McAlister, President

Barbara B. Gilboy (SEAL)
Barbara B. Gilboy

STATE OF VIRGINIA
CITY OF CHARLOTTESVILLE, to-wit:

The foregoing instrument was acknowledged before me this 18 day of July, 2001, by Frances F. McAlister as President of Sandal, Inc.

My commission expires: 11/30/02

Randa C. Hild
Notary Public

STATE OF VIRGINIA
CITY/COUNTY OF Richmond, to-wit:

The foregoing instrument was acknowledged before me this 17th day of July, 2001, by Barbara B. Gilboy.

My commission expires: December 31 2004

Carol A. Riefersnick
Notary Public