

**LAKE REYNOVIA**  
**AMENDED AND RESTATED DECLARATION**  
**OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS AMENDED AND RESTATED DECLARATION, made on the date hereinafter set forth, by Lake Reynovia Owners Association, Inc., a Virginia nonstock corporation, hereinafter referred to as "Association."

**WITNESSETH**

WHEREAS, by Declaration of Covenants, Conditions and Restrictions, dated February 18, 1992, recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia in Deed Book 1210, page 376, (the "Declaration"), Jayel Industries, Inc., a California corporation, and John E. Campbell, herein referred to as the "Declarant," subjected certain real property designated as Phase II, Section A, Lake Reynovia to certain covenants, conditions, and restrictions as more particularly set out therein; and

WHEREAS, by deed dated April 2, 1996, from William M. Marshall, Substitute Trustee, ("Successor Declarant") become the successor to the Declarant; and

WHEREAS, Article II of the Declaration provides that the Declarant has the right from time to time to bring within the terms of said Declaration additional properties; and

WHEREAS, by Supplementary Declaration dated June 4, 1993, recorded in said Clerk's Office in Deed Book 1314, page 43, the Declarant subjected certain real property designated as Phase II, Section B, Lake Reynovia to said covenants, conditions and restrictions; and

WHEREAS, by Supplementary Declaration dated December 14, 1993, recorded in said Clerk's Office in Deed Book 1387, page 43, the Declarant subjected certain real property designated as Phase I, Section A, Lake Reynovia to said covenants, conditions and restrictions; and

WHEREAS, by Supplementary Declaration dated July 13, 1994, recorded in said Clerk's Office in Deed Book 1418, page 303, the Declarant subjected certain real property designated as Phase I, Section B, Phase III and Phase IV, Section A, Lake Reynovia to said covenants, conditions and restrictions; and

WHEREAS, by Supplementary Declaration dated December 27, 1995, recorded in said Clerk's Office in Deed Book 1516, page 188, the Declarant subjected certain real property designated as Lot 77, Phase I, Section C, Block A, Lake Reynovia to said covenants, conditions and restrictions; and

WHEREAS, by Supplementary Declaration dated April 2, 1996, recorded in said Clerk's Office in Deed Book 1528, page 702, Successor Declarant subjected certain real property designated as Phase I, Section C, Block B, Lake Reynovia to said covenants, conditions and restrictions; and

WHEREAS, by Supplementary Declaration dated August 13, 1996, recorded in said Clerk's Office in Deed Book 1557, page 376, Successor Declarant subjected certain real property designated as Lots 93 thru 110, Phase IV, Section B, Lake Reynovia to said covenants, conditions and restrictions; and

WHEREAS, by Supplementary Declaration dated January 21, 1997, recorded in said Clerk's Office in Deed Book 1590, page 497, Successor Declarant subjected certain real property designated as Lots 113 Thru 138, 157, 158 and 169 Thru 186, Phase V, Lake Reynovia to said covenants, conditions and restrictions; and

WHEREAS, by Supplementary Declaration dated March 18, 1997 recorded in said Clerk's Office in Deed Book 1210, Page 376, Successor Declarant subjected certain real property designated as Lots 187 Thru 198, Phase VII, Lake Reynovia to said covenants, conditions and restrictions; and

WHEREAS, by Supplementary Declaration dated January 26, 1998 recorded in said Clerk's Office in Deed Book 1675, Page 565, Successor Declarant subjected certain real property designated as Lots 139 Thru 156, and Lots 159 Thru 168, Phase VI, Lake Reynovia to said covenants, conditions and restrictions; and

WHEREAS, the Association is the successor in interest to all the Declarant's and Successor Declarant's right, title, and interest in and to the Declaration and all supplements and amendments thereto; and

WHEREAS, the Association deems it to be in the best interest of its members to amend and restate its Declaration, and the Property will continue to be subject to certain protective covenants, conditions, restrictions and reservations hereinafter set forth;

NOW, THEREFORE, the Association hereby declares that the Property shall continue to be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are established for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property. These easements, covenants, restrictions and conditions shall run with the land and shall

be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, and shall inure to the benefit of each owner thereof.

## **ARTICLE I: DEFINITIONS**

**Section 1.** “Association” shall mean and refer to the Lake Reynovia Owners Association, Inc., a Virginia nonstock corporation, its successors and assigns.

**Section 2.** “Common Area” shall mean all real property owned by the Association for the common use and enjoyment of the Members of the Association as may be shown on subdivision plats as “Common Area”, “Clubhouse Area”, “Lake Reynovia”, “Open Space”, or such property as may be hereinafter designated for such use by the Association.

**Section 3.** “Declaration” shall mean and refer to the covenants, conditions and restriction and all other provision set forth in this document, as the same may be from time to time amended.

**Section 4.** “Family Members” shall mean and refer to a Member’s or Owner’s spouse, parents and children who reside with such Member or Owner in Lake Reynovia.

**Section 5.** “Lake” shall mean and refer to the storm water retention facility in the subdivision now or hereafter existing known as Lake Reynovia.

**Section 6.** “Lot” shall mean and refer to any plot of land, with the exception of Common Area, located within the Property which parcel is intended for use as a site for a single family detached dwelling or townhouse unit.

**Section 7.** “Member” shall mean and refer to every person or entity who holds membership in the Association.

**Section 8.** “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

**Section 9.** “Phase” shall mean and refer to those lots included in any area of the subdivision designated on the plat of the subdivision as “Phase.”

**Section 10.** "Property" shall mean and refer to that certain real property described on Exhibit A hereto.

**Section 11.** "Recreational Facilities" shall mean and refer to those facilities within the subdivision established for recreational purposes including, but not limited to, any swimming pool facilities, tennis courts, community center, the Lake and any docks, piers, picnic areas or clubhouses contiguous to or necessary for the enjoyment of the Lake.

**Section 12.** "Section" shall mean and refer to any lots included in an area of the subdivision designated on the plat of subdivision as "Section."

## **ARTICLE II: PROPERTY SUBJECT TO DECLARATION**

**EXISTING PROPERTY.** The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Amended and Restated Declaration is located in Albemarle County, Virginia, and is more particularly described on Exhibit A hereto.

## **ARTICLE III: MEMBERSHIP**

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject to these restrictions including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of any obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

## **ARTICLE IV: VOTING RIGHTS**

Members shall be all Owners of Lots. Members shall be entitled to one vote for each Lot owned by said member. When more than one person holds such interest in any Lot, all such persons shall be Members. 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.

## ARTICLE V: COMMON AREA PROPERTY RIGHTS

**Section 1. Members' Easements of Enjoyment.** Every Member, except as set forth in Section 6 of Article V, shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

- (a) the right of the Association to limit the number of guests of Members, if applicable;
- (b) the right of the Association to promulgate rules and charge reasonable admission and other fees for the use of any Recreational Facility situated upon the Common Area;
- (c) the right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Area and Recreational Facilities and in aid thereof to mortgage said Property, and the rights of such mortgagee in said Property shall be subordinate to the rights of the Members hereunder;
- (d) the right of the Association to suspend the voting rights and right to use of the Recreational Facilities by a Member for any period during which any assessment against his Lot remains unpaid;
- (e) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility; and
- (f) the right of the Association to offer for public use Lake Reynovia and any docks, piers, picnic areas or clubhouses contiguous to or necessary for the enjoyment of the Lake.

**Section 2. Extension of Rights to Use.** Any Member's right of enjoyment to the Common Area and Recreational Facilities may be extended, in accordance with the Bylaws and subject to any rules or regulations promulgated with regard to any such use, to said Member's Family Members, or his tenants, or contract purchasers who reside on the Property.

**Section 3. Title to the Common Area.** Title to the Common Area is held by the Association and all or portions of the Common Area may be leased at the discretion of the Association on such terms and conditions as may be agreed upon.

**Section 4. Easements.** The Association by normal corporate action may convey and grant any easements in addition to those shown on recorded subdivision plats, so long as such easements do not cross any buildings on any Lot.

**Section 5. Lake Reynovia.** Lake Reynovia is an amenity for the benefit and enjoyment of all Members, Family Members, and guests, except as set forth in Section 6 of Article V, subject to all regulations and rules as may be promulgated by the Association.

**Section 6. Limitation of Use of Recreational Facilities.** No Member who does not pay the monthly assessment for Lots shall be entitled to the use of the Lake or any other recreational facility situated upon the Common Area.

**Section 7. Common Area Easement.** If ingress or egress to any residence is through the Common Area, any conveyance or encumbrance of such area is subject to the lot owner's easement.

**Section 8. Damage or Destruction of Common Area by Owner.** In the event any Common Area or improvement thereon or Association facility is damaged or destroyed by a Member or his tenants, guests, licensees, agents, or members of his family, the Member does hereby authorize the Association to repair or replace such damaged or destroyed area at the Member's expense. The Association shall make such repairs or replacement in a good and workmanlike manner in conformance with the original plans and specification of the area or improvement involved, or as the area or improvement may have been theretofore modified or altered by the Association, in the discretion of the Association. The costs of such repairs shall become a special assessment upon the Lot of such Member and shall constitute a lien upon such Owner's Lot and be collectible in the same manner as other assessments set forth herein.

## **ARTICLE VI**

### **COVENANT FOR MAINTENANCE ASSESMENTS**

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** The Association, for each Lot owned within the Property, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and agrees to pay the Association: (1) annual assessments or charges, (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided and (3) assessments for correction of noncompliance with Article VII and Article VIII. The assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided,

shall be a charge on the Lot and shall be continuing Lien upon the Lot against which each such assessment is made in the manner as hereinafter provided, but subject to prior liens upon the Lot as hereinafter provided. Each such assessment, together with such interest, costs of collection, including those charged by any management company, and reasonable attorney's fees shall also be the personal obligation of the Owner of such Lot at the time when the assessment became due. In the case of a Lot being owned by more than one person or entity, the assessment, together with such penalties, interest, costs of collection, including those charged by any management company, and reasonable attorney's fees shall also be the joint-and-several, personal obligation of each of the persons or entities who owned such Lot at the time when the assessment became due. The personal obligation shall not pass to his successors in title of Lots unless expressly assumed by them.

**Section 2. Purpose of Assessments.** The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Owners of the Property and in particular for the improvement and maintenance of the Property, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Area.

The Association shall use such assessments and levies for the general purpose stated above, and in addition thereto shall be required to maintain and operate the following:

- (a) The Association shall maintain all of the Common Area.
- (b) The Association shall operate the Recreational Facilities as it deems fit and proper and make such extra charges as it deems proper for the use of these Recreational Facilities.
- (c) The Association shall be in charge of the general policing and control of the entire subdivision, with power to make any reasonable rules and regulations and assess such charges for control of such and prevention of nuisance.
- (d) The Association shall maintain the necessary liability insurance for the Common Area and Recreational Facilities owned or leased by the Association, and pay any and all taxes on the Common Area as levied by the appropriate jurisdictional agency.

**Section 3. Annual Assessments.**

- (a) The annual assessment may be increased up to fifteen (15%) per year effective January 1 of each year, without a vote of the membership, by the Board of Directors of the Association,

which Board may fix such annual increase up to the maximum fifteen percent (15%) after the due consideration of current maintenance costs and needs of the Association.

(b) Any increase in the assessments above the annual fifteen percent (15%) increase shall require a fifty-one percent (51%) vote of the Members entitled to vote.

**Section 4. Special Assessments for Capital Improvements.** The Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of paying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement in the Common Area, including the necessary fixtures and personal property related thereto. There shall be required a 51% vote of the Members entitled to vote for the levying of any special assessment.

**Section 5. Date of Commencement of Annual Assessment Due Dates.** The assessment year shall be the period beginning January 1 and ending December 31. The Board of Directors shall fix the amount of the annual assessment against each Lot at least sixty (60) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. Unless otherwise established by the Board of Directors, the annual assessments shall be due in twelve (12) equal installments on the first day of each month, unless other due dates are established by the Board of Directors, and the annual assessment shall be prorated where sale is made between the annual January 1 assessment dates. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

**Section 6. Effect of Non-payment of Assessments; Remedies of the Association.** Any assessments which are not paid when due shall be delinquent. Any annual or special assessment not paid within ten (10) days of the date when such assessment or any installment thereof is due shall be subject to a late charge of eight percent (8%) of such unpaid assessment or installment, which late charge shall be assessable on the 11<sup>th</sup> day of the month of nonpayment and monthly thereafter until paid. The Association may bring an action at law against the Owner personally obligated to pay the same, foreclose the lien against the Property, and late charges and interest costs, and reasonable attorney's fees of 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 Common Area or abandonment of his Lot.



**Section 7. Lien for Payment of Assessments and Subordination of Lien to First and Second Mortgages.** There shall be a continuing lien upon each of the individual Lots herein, in order to secure the payment of any of the assessments provided under this Declaration, but such lien shall be at all times subject and subordinate to any first mortgage or deed of trust placed on the Property. However, at such time as the Association places to record a notice of delinquency as to any particular Lot in a form prescribed by the Board of Directors, then, from time of recordation of said notice the lien of such delinquent assessments in the amount stated in such notice shall from that time become a lien prior to any first or second mortgages or deeds of trust placed of record subsequent to the date of said filing of notice in the same manner as the lien of a docketed judgment in the State of Virginia. The lien of the assessments provided for herein, whether or not notice has been placed of record as above provided, may be foreclosed by a bill in equity in the same manner as provided for the foreclosure of mortgages, vendor's liens, and liens of similar nature. A statement from the Association 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.

**Section 8. Exempt Property.** The following property subject to this Declaration shall be exempt from the assessments created herein:

- (a) all Property dedicated to and accepted by a local authority
- (b) the Common Area
- (c) all Property owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Virginia.

However, no land or improvements devoted to dwelling use shall be exempt from said assessment.

**Section 9. Reserve Fund.** The Association shall establish a reserve fund (the "Fund") from annual assessments. The Fund shall be placed in an interest-bearing account at a bank of the Board of Directors' choosing. The purpose of the Fund shall be to provide to the Association a cash reserve to be used in the event of (a) the need for rehabilitation of or repairs to the Common Area; (b) emergencies resulting from storms, fires, natural disasters, or other casualty losses; and (c) the need to cover the start-up costs of any new service to be performed by the Association.

## ARTICLE VII: ARCHITECTURAL CONTROL

### Section 1. Plans and Specifications Generally.

- (a) No building, fence, wall or other structure or improvement shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration (including color) therein be made until the plans and specifications showing the nature, size, kind, shape, height, materials, colors and location of the same shall have been submitted to and in writing as to harmony of external design and location in relation to surrounding structures and topography by the Owner to the Architectural Review Board (ARB). In addition to the items hereafter required to be shown on the said plans and specifications, and such items and details as may be required by the ARB, all attachments to a dwelling (including storm windows and doors) shall be described. In the event said ARB fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, such plans and specifications shall be deemed to not have been approved.
- (b) Changes in the original or improvement exterior colors must be approved by the ARB
- (c) Every building, fence, wall or other structure, including additions or alterations thereto, constructed by the Declarant or added to the Common Area under the direction of the Board of Directors shall be exempt from the provisions of Section 1, Article VII hereof.
- (d) The Association shall have the right to promulgate rules and regulations with regard to the architectural control and use restrictions set out in Article VII and Article VIII, and which are consistent with therewith.

### Section 2. Fences.

- a) No fence may be erected upon any Lot without an application being submitted to the ARB. Each application will be reviewed on an individual basis and in its sole discretion will determine if the fence will be approved. All fences must be behind a line describing the front margin of a dwelling unit, unless this restriction shall be waived by the ARB. The "front" shall be that side of a dwelling facing, or most nearly facing, a platted street, road or cul-de-sac.

- b) Fence materials approved include post and rail fence with 2" by 4" welded wire, if needed. All fence materials must be noted on application.

**Section 3. Trash Containers.** Trash cans, barrels and containers must be kept out of view of the street. Trash receptacles must be placed at curbside for pickup no earlier than the day prior to scheduled pickup and must be removed to an inconspicuous location by the day following scheduled pickup.

**Section 4. Antennas.** Exterior ground antennas of any kind or description must have a vegetation buffer to minimize visibility from the street.

**Section 5. Solar Panels.** ARB approval is required to add solar panels. Only roof mounted solar power systems are allowed.

**Section 6. Maintenance of Trees.** No living tree with a diameter greater than three inches upon any Lot or Common Area may be cut down without the prior written permission of the ARB or Board of Directors. A landscape plan shall be submitted with the plans and specifications referred to above, such plan to show existing trees and shrubs and to clearly indicate those to be removed. Dead trees and fell trees pursuant to storm damage, shall be removed to meet safety requirements and remediating further damage to property.

**Section 7. Clothes Lines.** The location of all clothes lines must be shown upon the plans and specifications submitted to the Board of Directors or the ARB. No plans and specifications shall be approved which show the location of any clothes line other than in the rear of a dwelling house.

**Section 8. Sheds.** All freestanding sheds must be designed and located as an integral part of the house and yard. The maximum shed size is 12 feet x 12 feet with a gable style roof, color to match existing roof, and materials used should match the house.

**Section 9. Manor Homes.** Landscaping of manor homes should be designed to unify the two said properties together. Any landscaping alteration or addition to manor home properties should be reflected on a site plan drawing submitted to the ARB including any impact on adjacent properties.

**Section 10. General Maintenance.**

- (a) Owners shall properly maintain the exterior of the dwelling and the yard. General maintenance includes the following: power washing/mold free siding, sealing and necessary repairs of

sidewalks and driveways, exterior painting maintained on doors, shutters, and trim of the home and any detached building, hazard free steps and porches including railing, and for the yard, regular grass mowing, weeding of any mulch/flower beds and trimming of hedges.

- (b) Property owners with easement areas are responsible for this area as well as their own property. The Association is not responsible for this maintenance.

**Section 11. Charges and Liens for Compliance Herewith.** In the event that any Owner shall violate any one or more of the restrictions set forth in this Article, or in the event such Owner shall have been notified in writing by certified mail by the Association or its agents, employees, or attorneys of such violation, and in the event such violations have not ceased or been corrected as set forth in such written notification then the Association may assess charges against the Owner for noncompliance or may cause such violation to be ceased or corrected, without liability for so doing. Any and all costs incurred including attorney's fees in connection therewith are to be charged as an assessment to such Owner. Such assessments may be collected in any of the manners specified in Article VI hereof, including suit at law or in equity or by filing a lien as herein provided. The remedy herein provided shall be in addition to any other remedy provided or allowed by law or in equity and shall not be deemed an exclusive remedy. Election of one remedy, whether herein or specified or allowed or otherwise, shall not act as a bar to the subsequent use of other available remedies.

**Section 12. Creation of Architectural Review Board.** The Board of Directors shall appoint 3 or more representatives who must be members of the Association to compose the Architectural Review Board. The members of the ARB shall serve at the direction and with the oversight of the Board of Directors, who shall have final decision-making authority with regard to all applications.

## **ARTICLE VIII: USE RESTRICTIONS**

**Section 1. Limitations on Use of Lots and Common Area.** The Lots and Common Area shall be occupied and used as follows:

- (a) No Owner shall occupy or use his Lot, or permit the same or any party thereof to be occupied or used for any purpose other than as a private residence for the Owner and the Owner's Family Members or the Owner's lessees or guests. The use of a portion of a dwelling unit as an office by the Owner or the Owner's lessee shall be considered a residential use, if such use does not create undue customer or client traffic to and from

the Lot, as determined by the Association in its sole discretion. A guest suite or like facility without a kitchen may be included as part of the main dwelling on any Lot, but such suite may not be rented or leased except as part of the entire premises and provided, however, that such suite would not result in overcrowding the property as determined by the Association in its sole discretion.

(b) There shall be no obstruction of the Common Area. Nothing shall be placed or stored in the Common Area without the prior consent of the Association.

(c) Nothing shall be done or kept in any Lot or the Common Area which will increase the rate of insurance on the Common Area, without the prior written consent of the Association. No owner shall permit anything to be done or kept in his Lot or in the Common Area which will result in the cancellation of insurance on any Lot or any part of the Common Area, or which would be in violation of any law. No waste will be permitted in the Common Area.

(d) No sign of any kind (including "For Sale" signs) shall be displayed to the public view on or from any Lot or the Common Area, except those authorized by the Board of Directors.

(e) No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot or in the Common Area, except that dogs, cats or other domesticated household pets may be kept on Lots, subject to rules and regulations adopted by the Association. No household pet shall be permitted outside of a Lot occupied by such pets' Owner except on a leash. Any person owning, keeping or having in such person's care any pet, must immediately remove and dispose of pet feces left by such pet on properties other than property owned by such person.

(f) No noxious or offensive activity shall be carried on in any Lot or in the Common Area, nor shall anything be done thereon which may be or become an annoyance or nuisance to any other Owner.

(g) Nothing shall be altered or constructed on or removed from the Common Area, except upon the written consent of the Association.

(h) There shall be no violation of rules for the use of the Common Area adopted by the Association.

(i) No unlicensed vehicles of any kind or description (including boats, automobiles, trucks, recreational vehicles, etc.) shall be kept nor maintained or stored on any street or cul de sac or on

any Lot or in the Common Area unless stored in an enclosed structure. The maximum number of vehicles which may be maintained or stored on any Lot (excluding those stored in garages) shall be four (4).

(j) No trucks larger than ¾ ton pickup trucks shall be principally garaged or kept on any street within Lake Reynovia, or upon any Lot or within any Common Area.

(k) No temporary storage unit (e.g. “Pods”) may be placed on any Lot or within any Common Area for more than 10 days.

(l) Every Owner shall be responsible for maintaining a good exterior appearance of his Lot and improvements thereto including, but not limited to, exterior painting and staining, and reasonable maintenance of lawn and Property.

**Section 2. Charges and Liens for Compliance Herewith.** In the event that any Owner shall violate any one or more of the restrictions set forth in this Article, or in the event such Owner shall have been notified in writing by certified mail by the Association or its agents, employees, or attorneys of such violation, and in the event such violations have not ceased or been corrected as set forth in such written notification, then the Association may assess charges against the Owner for noncompliance or may cause such violation to be ceased or corrected, without liability for so doing. Any and all costs incurred including attorney’s fees in connection therewith are to be charged as an assessment to such Owner. Such assessments may be collected in any of the manners specified in Article VI hereof, including suit at law or in equity or by filing a lien as herein provided. The remedy herein provided shall be in addition to any other remedy provided or allowed by law or in equity and shall not be deemed an exclusive remedy. Election of one remedy, whether herein or specified or allowed or otherwise, shall not act as a bar to the subsequent use of other available remedies.

**ARTICLE IX**  
**RESTRICTIONS APPLICABLE TO LOTS 113 THROUGH 186**  
**PHASES V AND VI**

**Section 1. Manor Homes.** Each single family attached home shares a common party wall with one other single family attached home on an adjoining lot, which party wall shall be located on the boundary line of the lots on which such adjoining single family attached homes are located. The Plat discloses that each lot has a side yard setback line from only one side of each lot. The party wall is constructed on the side of each lot which has no side yard setback line shown on the Plat. Each pair of single family attached homes sharing a common party wall shall give the appearance of being a single residential building by their design, construction, materials, colors and landscaping and are also known as Manor Homes.

**Section 2. Party Walls.**

(a) Each wall built as a part of the original construction of any structure upon the Property subject to this Article which is placed upon the dividing line between Lots shall constitute a party wall and both of the adjacent Lot Owners divided by the wall shall have the right to equally use for all purposes the party wall as their exterior building wall. To the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) The cost of reasonable repair and maintenance of the party wall shall be shared equally by the adjacent Lot Owners divided by the wall who make use of the wall. If a party wall is destroyed or damaged by fire or other casualty, either Owner who has used the wall may repair or restore it and the other Owner who used the party wall shall thereafter contribute 50% to the cost of repair or restoration thereof, without prejudice, however, to the right of either such Owner to call for a larger contribution from the other Owner under any theory regarding liability for negligent or willful acts or omissions. Notwithstanding any other provisions herein, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements. The right of any Owner who used the party wall to contribution from any other Owner who used such wall shall be appurtenant to and run with the land and therefore pass to such Owner's successors in title.

**Section 3. Exterior Appearance-Maintenance, Repair, Replacement and Landscaping.**

(a) The exterior of each two single family attached homes which share a common party wall shall at all times be maintained so as to give the appearance of being a single residential building.

An Owner of a single family attached home may maintain and repair the exterior of his home and landscape the lot without involving the adjoining Owner with whom a party wall is shared only the extent (i) that such maintenance, repair and landscaping will not alter the appearance of the two single family attached homes as a single residential building and (ii) that such maintenance, repairs and landscaping have been approved, as necessary, by the ARB.

(b) Landscaping shall give the appearance of one yard for the two single family attached homes joined by a shared party wall. Any change to the landscaping scheme must be approved by the ARB.

(c) At such time as it becomes necessary to perform maintenance, repair or replacement on a portion of either or both of the single family attached homes that share a party wall, such that in order to retain the appearance of a single residential building it is necessary to perform such maintenance, repair or replacement on both single family attached homes, then the work shall be performed by the same contractor using the same materials pursuant to plans approved by the ARB. The Owners shall pay for the cost of such labor and materials in proportion to the cost of labor and materials used on or the contract price allocated to each single family attached home as determined by the contractor performing the work.

#### **Section 4. Joint Driveway Entrance.**

(a) Two adjacent Lots may be served by a single joint driveway entrance providing vehicular and pedestrian ingress and egress to and from the public right of way (hereinafter referred to as the "Street"). To the extent necessary to provide adequate ingress and egress from and to the Street for each Lot sharing a driveway entrance with another Lot there is hereby created for the benefit of each of the adjacent Lots served by the joint driveway entrance an appurtenant, non-exclusive access easement for the benefit of each adjoining Lot served by such joint driveway entrance. The easement shall be centered on that portion of the driveway as originally constructed necessary for joint usage and may extend beyond the entrance, if necessary, to provide adequate ingress and egress for any Lot from and to the Street. The easement shall extend from the Street to such point where a Lot no longer needs to use any portion of the driveway on the adjacent Lot for adequate residential use in accessing the Street. The standard for this easement shall be asphalt, reasonably maintained to provide access by passenger automobile.

(b) Each of the adjacent Lot Owners by the joint driveway shall be responsible for one-half of the cost of repairs and maintenance of the joint driveway entrance, including any portion of the driveway entrance constructed in the right of way dedicated to public use, to the applicable standard and for one-half of any agreed improvements, except that each Owner shall be responsible for the



cost of repairing any damage to the easement caused by traffic or activity exclusively in connection with such Owner's Lot.

**Section 5. Lien for Obligations of Lot Owners.** In Article IX section 2 (Party Walls), section 3 (Exterior Appearance-Maintenance, Repairs, Replacement and Landscaping) and section 4 (Joint Driveway Entrance) obligations are imposed on Lot Owners for the maintenance, repair and/or replacement of the improvements on the Lots.

There shall be a continuing lien upon each of the Lot Owners to secure payment of their share of the proper charges for the labor and materials provided, which shall at all times be subject to the lien of any deed of trust on such property, unless and until a notice of lien is recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, and properly indexed in the names of the Owners of the Lot against which the lien is claimed, which notice shall specify the amount claimed. The lien provided herein, whether or not notice has been placed of record as herein provided, may foreclosed by a bill in equity in the same manner as provided for the foreclosure of mortgages, vendor's liens, and liens of similar nature. The judgment or decree in an action brought to enforce this lien shall include, without limitation, reimbursement for costs and reasonable attorney's fees, together with interest at the maximum lawful rate for the sums secured by the lien from the time each such sum became due and payable.

**Section 6. ARB Determination of Necessity of Work.**

(a) In the event that one Owner of a single family attached home believes that maintenance, repair or replacement (the "work") needs to be performed such that the work would be required on both single family attached homes sharing a party wall and the Owner of the adjoining family attached home disagrees, refuses to participate in the work, does not respond to a request from the Owner requesting the work, or cannot be located after reasonable effort, then the requesting Owner shall request a determination from the ARB with regard to the need for such work. If the ARB determines that such work is required, then the ARB shall send a written notice to the adjoining Owner by certified mail at the adjoining Owner's last known address informing the adjoining Owner of the ARB's decision. Ten days after providing such notice the requesting Owner may contract for the work and upon payment therefor shall be entitled to the lien provided in paragraph 5 above.

(b) The ARB shall have the right to direct either or both Owners of single family attached homes sharing a party wall to perform maintenance, repair and replacement as determined necessary by the ARB. The ARB shall give written notice to such Owner or Owners of the ARB's determination by certified mail to such Owner's or Owners' last known address(es). If any Owner

fails to perform such work, after the ARB has provided such written notice, then the ARB may have the work performed and shall be entitled to the lien provided in paragraph 5 above.

**Section 7. Release of Portion of Ten Foot Utility Easement.** In Section 3 of Article XII of the Declaration a ten foot (10') easement along each side of every property line of every lot was reserved. The easement on either side of the lot line on which a party wall is built for the length of the improvements constructed over the area on either side of said lot line in which such easement would have been located was later released and is hereby confirmed as released.

**Section 8. Drainage and Utility Easements.** The Association reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right of way on, above, and underground through all areas subject to this Article, whether within the boundaries of Lots or Common Areas, including Open Space and Parcel X, excepting only approved building sites or upon which a structure approved by the Declarant or ARB is constructed. The purpose of said easement shall be (i) to construct, maintain, inspect, regrade, replace and repair vegetation, road shoulders, lines, wires, cables, conduits, sewers, pipes, water mains and other suitable equipment and facilities for the conveyance of water, sewer, gas, telephone, electricity, television cable, exterior lighting, storm water and other utilities and public conveniences, (ii) for any purpose required by the Albemarle County Service Authority in connection with the provision of water and sewer service to the Property, (iii) for any purpose required by the County of Albemarle or the Virginia Department of Transportation, in connection with the acceptance of the Streets into the State system for maintenance, and (iv) for storm and surface water drainage, including pipes, ditches, culverts, swales and other suitable facilities for the disposition of storm and surface water drainage together with the right of ingress and egress to all such facilities and easements for the construction and maintenance thereof. The easements provided for herein shall include the right to cut any trees, brush and shrubbery, dig or grade any soil, remove obstructions, and take any other similar action as reasonably necessary, and there shall be no responsibility for the Declarant, his successors or assigns, to replace or reimburse the cost of said trees, brush, shrubbery or obstructions, if cut, removed or otherwise damaged. The rights herein reserved shall not be deemed to impose any said obligation upon Declarant, his successors or assigns, to provide or maintain or be responsible for the lapse or temporary interruption of services.

In addition to the foregoing with regard to water lines and sewer lines and their appurtenances the Association for itself, its successors and assigns, to include the Albemarle County Service Authority, its successors and assigns, requires as follows:

- (1) New trees, shrubs, fences, buildings, overhangs or other improvements or obstructions shall not be placed within such easements.

(2) The Albemarle County Service Authority, its successors or assigns shall have the right to enter upon the Property within the easements for the purpose of constructing, installing, maintaining, repairing, replacing and extending sewer lines and appurtenances thereto, sewer lines and water lines and appurtenances thereto, within such easements and the right to ingress and egress thereto as reasonably necessary to construct, install, maintain, repair, replace and extend such sewer lines and such water lines. If the Albemarle County Service Authority, its successors or assigns, is unable reasonably to exercise the right of ingress and egress over the right-of-way, it shall have the right of ingress and egress over the Property adjacent to the right-of-way.

(3) The easements provided for herein shall include the right of the Albemarle County Service Authority, its successors or assigns, to cut any trees, brush and shrubbery, remove obstructions and take other similar action reasonable necessary to provide economical and safe water and sewer installation, operation and maintenance. The Albemarle County Service Authority, its successors or assigns, shall have no responsibility to any Lot Owner, its successors or assigns, to replace or reimburse the cost of said trees, brush, shrubbery or obstructions if cut, removed or otherwise damaged.

(4) The facilities constructed within the permanent easement shall be the property of the Declarant, his successors or assigns, who shall have the right to inspect, rebuild, remove, repair, improve or make changes, alterations and connections to or extensions of the facilities within the boundaries of the permanent easement.

**Section 9. Severability.** Should any Covenant or Restriction herein contained, or any Article, Section, Subsection, sentence, clause, phrase or term of this Article be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any Court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

**Section 10. Notices.** Notice required by paragraph 6 herein sent by certified mail to one (1) of two (2) or more co-owners or co-tenants shall constitute notice to all co-owners. It shall be the obligation of every Owner to immediately notify the Secretary of the Association in writing of any change of address.

## ARTICLE X GENERAL PROVISIONS

**Section 1. Enforcement.** The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**Section 2. Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which remain in full force and effect.

**Section 3. Drainage and Utility Easements.** The Declarant did reserve, and the Association hereby continues to reserve for itself the following easements for the installation and maintenance of utilities, supply and transmission lines and for sewer and drainage facilities: (a) a ten foot (10') easement along each side of every property line of every Lot, except as may have been previously released, and (b) easements through all areas shown on the attached plat or any subsequent plat, whether within the boundaries of residential lots or in common areas, excepting only approved building and residential driveway areas.

Declarant further reserved unto himself, and the Association continues to reserve to itself, its successors and assigns, the right to change the location of existing easements and to grant additional easements and rights of way on, above, and underground through all areas, whether within the boundaries of Lots or Common Areas so long as the course of any such easement does not cross any residential building or site on any Lot approved by the Declarant, Association or ARB for the location of a residential building.

The purpose of said easements shall be (i) to construct, maintain, inspect, regrade, replace and repair vegetation, road shoulders, lines, wires, cables, conduits, sewers, pipes, water mains and other suitable equipment and facilities for the conveyance of water, sewer, gas, telephone, electricity, television cable, exterior lighting, storm water and other utilities and public conveniences. (ii) for any purpose required by the Albemarle County Service Authority in connection with the provision of water and sewer service to the Property, (iii) for any purpose required by the County of Albemarle or the Virginia Department of Transportation in connection with the acceptance of the Streets into the State system for maintenance, and (iv) for storm and surface water drainage, including pipes, ditches, culverts, swales and other suitable facilities for the disposition of storm and surface water drainage together with the right of ingress and egress to all such facilities and easements for the construction and maintenance thereof.

The easements provided for herein shall include the right to cut any trees, brush and shrubbery, dig or grade any soil, remove obstructions, and take any other similar action as reasonably necessary, and there shall be not responsibility for the Association, its successors or assigns, to replace or reimburse the cost of said trees, brush, shrubbery or obstructions, if cut, removed or otherwise damaged. The rights herein reserved shall not be deemed to impose any obligation upon the Association or its successors or assigns, to provide or maintain or to be responsible for the lapse or temporary interruption of service.

In addition to the foregoing with regard to water lines and sewer lines and their appurtenances the Association for itself, its successors and assigns, to include the Albemarle County Service Authority, its successors and assigns, requires as follows:

- (1) New trees, shrubs, fences, buildings, overhangs or other improvements or obstructions shall not be placed within such easements.
- (2) The Albemarle County Service Authority, its successors or assigns, shall have the right to enter upon the Property within the easements for the purpose of constructing, installing, maintaining, repairing, replacing and extending sewer lines and appurtenances thereto, and water lines and appurtenances thereto, within such easements and the right to ingress and egress thereto as reasonably necessary to construct, install, maintain, repair, replace and extend such sewer lines and such water lines. If the Albemarle County Service Authority, its successors or assigns is unable reasonably to exercise the right of ingress and egress over the right-of-way, it shall have the right of ingress and egress over the Property adjacent to the right-of-way.
- (3) The easements provided for herein shall include the right of the Albemarle County Service Authority, its successors or assigns, to cut any trees, brush and shrubbery, remove obstructions and take other similar action reasonably necessary to provide economical and safe water and sewer installation, operation and maintenance.
- (4) Any damage resulting from the installation, maintenance or repair of an underground utility, supply or transmission line, or drainage facility shall be promptly rectified at the expense of the corporation or authority which directed the entry.
- (5) The facilities constructed within the permanent easement shall be the property of the Association, its successors or assigns, who shall have the right to inspect, rebuild, remove, repair, improve and make changes, alterations and connections to or extensions of the facilities within the boundaries of the permanent easement.

**Section 4. Amendment.** The covenants and restrictions of this Declaration shall continue to run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns. The covenants and restrictions of this Declaration may be amended by not less than fifty-one percent (51%) of the Lot Owners entitled to vote. Any amendment shall be effective upon its recordation in the Clerk's Office of the Circuit Court of Albemarle County, Virginia.

**Section 5. Waiver of Restrictions.** The covenants, conditions and restrictions on any Lot in Lake Reynovia may be removed in whole or in part only by the written consent, duly acknowledged and recorded, of the Association.

IN WITNESS WHEREOF, the undersigned, being the President of the Lake Reynovia Owners Association, Inc. has hereunto set his hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2015

LAKE REYNOVIA OWNERS ASSOCIATION, INC.

By: \_\_\_\_\_

Title:

COMMONWEALTH OF VIRGINIA, At Large,  
CITY/COUNTY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2015 by \_\_\_\_\_, President of Lake Reynovia Owners Association, Inc.

My Commission expires:

\_\_\_\_\_  
NOTARY PUBLIC