

VIRGINIA LAND RECORD COVER SHEET

Commonwealth of Virginia VA. CODE §§ 17.1-223, -227.1, -249

FORM A - COVER SHEET CONTENT

Instrument Date: **8/26/2019**

Instrument Type: **DEC**

Number of Parcels: **3** Number of Pages: **29**

City County **ALBEMARLE**
CIRCUIT COURT

Tax Exempt? **VIRGINIA/FEDERAL CODE SECTION**

Grantor:

Grantee:

Business/Name

1 Grantor: **SOUTHERN CLASSIC, INC.**

Grantor:

1 Grantee: **SOUTHERN CLASSIC, INC.**

Grantee:

Grantee Address

Name: **SOUTHERN CLASSIC, INC.**

Address: **PO BOX 5526**

City: **CHARLOTTESVILLE** State: **VA** Zip Code: **22905-5526**

Consideration: **\$0.00** Existing Debt: **\$0.00** Actual Value/Assumed: **\$0.00**

PRIOR INSTRUMENT UNDER § 58.1-803(D):

Original Principal: **\$0.00** Fair Market Value Increase: **\$0.00**

Original Book No.: **5188** Original Page No.: **594** Original Instrument No.:

Prior Recording At: City County **ALBEMARLE** Percentage In This Jurisdiction: **100%**

Book Number: **5188** Page Number: **594** Instrument Number:

Parcel Identification Number/Tax Map Number: **05700-00-00-03500**

Short Property Description: **FAIRHILL FARM**

Current Property Address: **ROCKFISH GAP TURNPIKE, U.S. ROUTE 250**

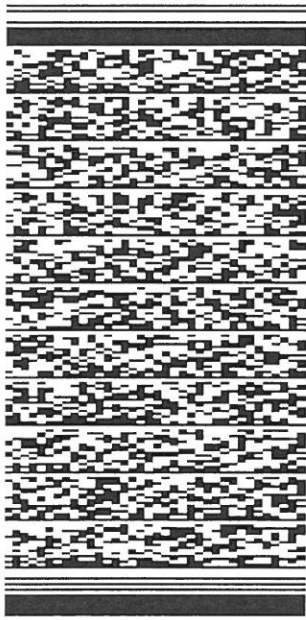
City: **CROZET** State: **VA** Zip Code: **22903**

Instrument Prepared By: **SOUTHERN CLASSIC, INC.** Recording Paid By: **SOUTHERN CLASSIC, INC.**

Recording Returned To: **DAVID MITCHELL/SOUTHERN CLASSIC, INC.**

Address: **PO BOX 5526**

City: **CHARLOTTESVILLE** State: **VA** Zip Code: **22905-5526**



RECORDED IN
ALBEMARLE COUNTY, VA
JON R. ZUG
CLERK OF CIRCUIT COURT
FILED Feb 04, 2020
AT 02:33 pm
BOOK 05273
START PAGE 0674
END PAGE 0705
INST # 202000001352
TOTAL NUM PAGES 0032

MEB

(Area Above Reserved For Deed Stamp Only)

VIRGINIA LAND RECORD COVER SHEET

Commonwealth of Virginia VA. CODE §§ 17.1-223, -227.1, -249

FORM C – ADDITIONAL PARCELS

Instrument Date: **8/26/2019**
Instrument Type: **DEC**
Number of Parcels: **3** Number of Pages: **29**

City County **ALBEMARLE**
CIRCUIT COURT

Parcels Identification/Tax Map

Prior Recording At:

City County **ALBEMARLE**

Percentage In This Jurisdiction: **100%**

Book Number: **5188** Page Number: **594**

Instrument Number:

Parcel Identification Number (PIN)/Tax Map Number: **05700-00-00-035B0**

Short Property Description: **FAIRHILL FARM**

Current Property Address: **ROCKFISH GAP TURNPIKE, U.S. ROUTE 250**

City: **CROZET** State: **VA** Zip Code: **29903**

Prior Recording At:

City County **ALBEMARLE** Percentage In This Jurisdiction: **100%**

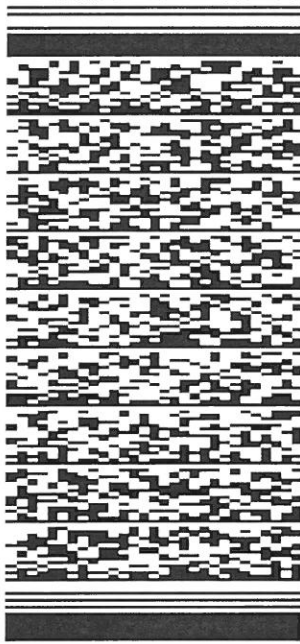
Book Number: **5188** Page Number: **594** Instrument Number:

Parcel Identification Number/Tax Map Number: **056-00-00-100F0**

Short Property Description: **FAIRHILL FARM**

Current Property Address: **ROCKFISH GAP TURNPIKE, U.S. ROUTE 250**

City: **CROZET** State: **VA** Zip Code: **22903**



(Area Above Reserved For Deed Stamp Only)

Tax Map and Parcel Numbers 05700-00-00-03500
 05700-00-00-035B0
 05600-00-00-100F0

**FAIRHILL DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS**

THIS DECLARATION is made this 26 day of August, 2019, by **Southern Classic, Inc.**, a Virginia corporation, herein the “Declarant”.

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property (herein the “Property”) located in the Whitehall Magisterial District of Albemarle County, Virginia, which is more particularly described as set forth in **Schedule A** attached hereto and recorded herewith; and

WHEREAS, Declarant has partially subdivided and will further subdivide the Property recorded in DB 5188 PG 594 into fourteen (14) lots to be served by public roads accessing off of Rockfish Gap Turnpike (U.S. Route 250); and

WHEREAS, Declarant shall convey the said properties, subject to certain covenants, conditions, restrictions, easements, reservations, liens and charges as hereinafter set forth;

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following covenants, conditions, restrictions, easements, reservations, liens and charges (and any valid amendments or supplements hereto), all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Property and which shall run with the Property 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

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

Section 1. “Architectural Control Board” or “ACB” shall mean and refer to the board established in Article VII herein for the purpose of regulating the external design, appearance and use of the Common Area, Lots and improvements thereon.

Section 2. “Association” shall mean and refer to Fairhill Homeowners Association, Inc., a Virginia non-stock corporation, its successors and assigns.

Section 3. “Board of Directors” shall mean and refer to the Board of Directors of the Association.

Section 4. “Club facilities”, if any, shall mean and refer to any land, buildings, and facilities which are initially privately owned by Declarant, its successors and assigns, and which are operated as a private club with recreational facilities which may, at the Declarant’s sole discretion, include a club house, pool, tennis court, and all related and supporting equipment and improvements. Club Facilities may be shown on plats as located on Common Areas.

Section 5. “Common Area”, if any, shall mean and refer to all real property with any improvements thereon owned by the Declarant or the Association for the common use and enjoyment of the members of the Association and shown on any recorded subdivision plats of the Property as Common Area, Open Space or private roads, if any. The term “Common Areas” shall also include any personal property acquired or leased by the Association if said property is so designated.

Section 6. “Declarant” shall mean and refer to Fair Hill Farm, LLC., a Virginia corporation, its successors and assigns appointed by recorded instrument.

Section 7. “Declaration” shall mean and refer to the covenants, conditions, restrictions, easements, reservations, liens and charges and all other provisions herein set forth in this entire document, as the same may from time to time be amended or supplemented.

Section 8. “Lot” shall mean and refer to any plot of land within the Property intended by the Declarant to be a dwelling site and to any separate numerically designated plot of land within the Property shown or described on any recorded plat of Fairhill with the exception of Common Area.

Section 9. “Member” shall mean and refer to every person or entity that holds membership in the Association.

Section 10. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 11. “Property” shall mean and refer to that certain real property herein described on Schedule A, and such additions thereto as may hereafter be brought within the jurisdiction of the Association, all of which may be designated as Fairhill.

Section 12. “Public Roads” shall mean and refer to the entire platted right of way for the public roads on the Property as described on the subdivision plats of Fairhill, together with such additional public roads as may be hereafter dedicated to serve such additional real property as may be added by Supplemental Declaration.

ARTICLE II — PROPERTY SUBJECT TO DECLARATION

Section 1 - Existing Property. The real property which at this time is and shall be held, transferred, sold, conveyed, given, leased, devised, inherited and occupied subject to the covenants, conditions, restrictions, easements, reservations, liens and charges set forth in the Declaration is the Property as described herein which shall be more specifically described by certain subdivision plats to be recorded in the Clerk’s Office for the Circuit Court of Albemarle County, Virginia with deeds or “Supplementary Declarations” executed and acknowledged by the Declarant. The Declarant anticipates subdividing the Property into fourteen (14) lots enumerated Lots 1 through 14, inclusive, and Common Area, if any. A Supplementary Declaration shall extend the operation and effect of this Declaration and the jurisdiction of the Association to any added real property, including any private roads.

Section 2 - Additions to Existing Property. Declarant shall have the right (but not the obligation) without further consent of the Association or of other Owners to bring within the plan and operation of the Declaration and the jurisdiction of the Association other real property in the vicinity of the Property. To accomplish this, the Declarant shall first obtain the approval of the County of Albemarle, if required, and then shall record one or more Supplementary Declarations (in the form contemplated in Section 1 above) with respect to the real property being added.

ARTICLE III— ASSOCIATION

Section 1 - Duties. Declarant has incorporated or will incorporate under the laws of the Commonwealth of Virginia a non-stock corporation to be known as Fairhill Homeowners Association, Inc., to which shall be delegated the powers of owning, maintaining and administering the Common Area, including but not limited to on- or off-site storm water detention and runoff control, street maintenance and snow removal on private roads or paths, if any; maintaining the improvements on Lots as set forth herein; administering and enforcing the covenants, conditions, restrictions, easements and reservations set forth herein; collecting and disbursing the assessments and charges hereinafter created; and promoting the health, safety, common good and general welfare of the residents of Fairhill.

Section 2 - Membership. Every Owner of a Lot shall be a Member of the Association. In addition, Declarant shall be a Member of the Association so long as Declarant owns any Lot or Property. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of such Lot (or Property in the case of Declarant) shall be the sole qualification for membership.

Section 3 - Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners of Lots with the exception of Class B Members. Class A Members shall be entitled to one vote for each Lot owned by said Class A Member. In the event that more than one person or entity holds such interest in any Lot, all such persons or entities shall be Members but the vote for such Lot

shall be exercised as they determine among themselves, but in no event shall more than one vote be cast with respect to any such Lot owned by a Class A Member.

Class B. The Class B Member shall be the Declarant or its successors and assigns as Declarant may appoint by an instrument recorded in the Clerk's Office of Albemarle County, Virginia. The Class B Member shall be entitled to fourteen (14) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the date on which the number of votes in Class A membership exceeds the number of votes in Class B membership.

Section 4 - Board of Directors. The Board of Directors of the Association shall be elected by the Members as set forth in the Bylaws of the Association.

Section 5 - Powers and Duties of the Board of Directors. The Board of Directors shall have all of the powers and duties necessary for the, administration of the affairs of the Association and may take any such action on behalf of the Association except that required to be exercised or done by the Members of the Association.

Section 6 - Powers and Duties of the Association. The powers and duties of the Association shall be those set forth in this Declaration and in the Articles of Incorporation and the By-Laws of the Association, as the same may be amended from time to time.

Section 7 - Quorum. At any called meeting of the Association, a quorum for the conduct of business shall exist, if at least fifty percent (50%) of the total possible votes (total votes of Class A and Class B) are represented either in person by Members or by written proxies signed by the Members.

ARTICLE IV — COMMON AREA

Section 1 - Composition. The Common Area consists of all areas shown and described as Common Area, Open Space and private roads, if any, as shown on any recorded plat of any portion of Fairhill made subject to this Declaration.

Section 2 - Title to Common Area. Declarant hereby declares that it will convey fee simple title to the Common Area, if any, to the Association, at or before such time as the last Lot is sold, and free and clear of all liens and encumbrances except those

set forth herein. Upon conveyance of any land or improvements by the Declarant to the Association as Common Area, which conveyance shall not be refused, the Association shall immediately become responsible for maintenance and operation of said property, and for such additional construction of improvements thereon as may be authorized by the Association's Board of Directors. Notwithstanding anything in the foregoing to the contrary, the Declarant reserves unto itself, its successors, assigns and agents the right to enter upon any Common Area and the Club Facilities for the purpose of constructing or maintaining indoor or outdoor recreational and community facilities thereon.

Section 3 - Roads. Declarant does hereby establish and impose for the benefit of all Lots private access easements along and across private roads subject to the Declaration, if any, for the purpose of ingress and egress to and from all Lots and the public highways or secondary roads of the Commonwealth of Virginia. The width of such private roads or private access easements, if any, shall be shown and described on subdivision plats of Fairhill. Parking is not allowed on the Public Roads or within the ROW.

Section 4 - Regulation of Parking and Traffic. Each Lot shall have at least two off-street parking spaces, which may include spaces located within or adjacent to a garage. The Board of Directors shall have the power to place reasonable restrictions upon the use of private roads, if any, including the establishment of speed limits and parking limitations. No Owner shall permit motor vehicles to be regularly parked on private roads, if any, without written permission signed by each member of the Board of Directors, which permission shall expire (if not before by its terms) at the end of the calendar year when granted. The provisions of this section shall in no way limit or proscribe the rights of Declarant and its agents, contractors and subcontractors to park vehicles related to construction activities upon the Property.

Section 5 - Maintenance of Common Areas.

(a) **In general.** The Common Areas shall be maintained by the Association in perpetuity to assure that they remain in substantially the condition they were in when approved by the County of Albemarle and in a condition that complies with

County of Albemarle Code 18-4.7. The ACB shall adopt standards for maintenance of the Common Areas that will require routine maintenance, including the replacement, reconstruction and the correction of defects or damage, of Common Areas to preserve their aesthetic qualities, safety and health and to mandate timely amelioration of unsafe conditions. Regular maintenance shall in no case occur less than annually, and amelioration of unsafe conditions shall occur as soon as practicable after the Association receives actual notice of the condition. **The cost of construction, repair, maintenance, upkeep or replacement of Common Areas, if any, shall not be borne by the County of Albemarle, the Virginia Department of Transportation or any public agency.**

(b) **Private Roads.** If Declarant establishes private roads as provided under Article II above, such private roads shall be maintained by the Association. For the purposes of this Section, “maintenance” shall include maintenance of the roads, alleys, curbs, gutters, drainage facilities, utilities or other road improvements, and the prompt removal of snow, water, debris or any other obstruction so as to keep the road or alley reasonably open for usage by all vehicles, including emergency service vehicles. The Street shall be maintained with a minimum 24 feet wide base of gravel, and maintained in perpetuity to substantially the same condition it was in when approved by the County. The travel way shall at all times be maintained so that it is safe and convenient for passenger automobiles and emergency vehicles at all times except in sever temporary conditions. The initial construction of private roads shall be borne by and completed by Declarant. Funds for future repair, maintenance, upkeep, improvement, enhancement or replacement of such private roads shall be provided by the Association through annual and special assessments as hereinafter described.

Section 6 - Members’ Easements of Enjoyment. Each Member, his immediate family, guests and tenants 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 this Declaration and further subject to the following provisions:

- (a) the right of the Association to limit the number of Members and to

place other reasonable restrictions upon of the Common Area;

(b) the right of the Association to charge reasonable admission and other fees for the use of Club Facilities, if any, situated upon the Common Area, if the need arises;

(c) the right of the Association, in accordance with its Articles of Incorporation and Bylaws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said Common Area, and the rights of such mortgagee in said properties 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 Club Facilities, if any, and/or Association provided services, by a Member for any period during which any assessment against his Lot remains unpaid; and

(e) the right of the Association to convey or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. Except for easements granted pursuant to Section 7 hereof, no such conveyance or transfer of Common Area shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes has been recorded, agreeing to such conveyance or transfer, provided written notice of the proposed action is sent to every Member at the property address not less than ten (10) days nor more than thirty (30) days in advance.

Section 7 - Easements. The Board of Directors of the Association may grant and convey any easements in the Common Area in addition to those shown on recorded subdivision plans.

ARTICLE V — EASEMENTS

Section 1 - Drainage and Utility Easements. Declarant reserves unto himself, his successors and assigns, a perpetual and alienable easement and right of way on, above and underground through all areas subject to this Declaration and any Supplementary Declaration, whether within the boundaries of Lots or Common Areas and (excepting only such land designated by the ACB as approved building sites or upon which a

structure is built which is approved by the ACB) to construct, maintain, inspect, replace and repair 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 and other utilities and public conveniences and 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. As used herein, the phrase "land designated by the ACB as approved building sites" shall mean (i) the area under buildings, patios, walks, decks, porches or other improvements constructed by Declarant or its agents, contractors or subcontractors and (ii) the area under other buildings, patios, walks, decks, porches or other improvements, the location of which is approved by the ACB in accordance with Article VII herein, The easements provided for herein shall include the right to cut any trees, brush and shrubbery, dig or grade any soil and take any other similar action as reasonably necessary. The rights herein reserved may be exercised by any licensee of Declarant, but shall not be deemed to impose any obligation upon Declarant to provide or maintain or be responsible for the lapse or temporary interruption of services except as herein and otherwise provided. Any damage to the Property resulting from the use of the easements hereby reserved shall be promptly repaired at the expense of the party causing such damage.

Section 2 - Landscape Buffer and ROW Maintenance.

(a) There shall be a variable width landscaping buffer at the Subdivision entrance on Residual 2 (future Lot 1) bounded by Rt250, Fairhill Mtn View and the RWSA access road. The Declarant shall be responsible for initial installation of a stone entrance wall and planting of trees, shrubs and other landscaping. The Association will maintain these improvements, plantings and cut the grass.

(b) The Declarant shall be responsible for initial installation of shade trees every 75ft for the first 375 ft on either side of Fairhill Mtn View. The Association will maintain these plantings and cut the grass within the ROW and up to the top of the slopes

within the “Variable Width Slope & Drainage Easement” on either side of Fairhill Mtn View 25ft past the last shade tree.

(c) The Declarant shall be responsible for initial installation of landscaping within the traffic circle at the end of Eagle View. The Association will maintain these plantings and cut the grass within the traffic circle.

(d) The Association will maintain the grass and ditches within the ROW. This will include yearly aeration and repairs of bare spots or wash outs. The grass will be maintained at 10” maximum height.

ARTICLE VI— COVENANT FOR ASSESSMENTS

Section 1 - Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned or to be created within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges to be collected on a monthly basis (herein “Annual Assessments”), (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided (herein “Special Assessments”), and (3) assessments for correction of noncompliance with this Declaration and the implementation of it by the Association (herein “Correction Assessments”), all of which are collectively referred to as “Assessments.” Assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made in the manner as hereinafter provided, and subject to certain prior liens upon the Property as hereinafter provided in Section 8 of this Article. Each Assessment, together with such interest, costs and reasonable attorney’s fees, shall also be the personal obligation of the Owner of such

property assessed at the time when the Assessment fell due. The personal obligation shall not pass to such Owner's successors in title unless expressly assumed by them in writing.

Section 2 - Purpose of Assessments. Annual assessments levied by the Association shall be used for the purpose of promoting the enjoyment, health, safety and welfare of the residents on the Property and in particular for the maintenance, improvement, provision, repair, enhancement and replacement of Common Areas, private roads (if any), bicycle and/or pedestrian facilities, drainage facilities, signs, landscaping, grounds, fencing, exterior lighting, sprinkler systems, mailboxes, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas and Club Facilities. Annual Assessments shall also be used for establishing reasonable reserves for maintenance and capital expenditures. The Association shall use such Annual and Special Assessments, to the extent such Assessments are sufficient, for the general purposes stated above, and in addition thereto, at such times and in such manner as determined by the Board of Directors, the Association shall use such Assessments for:

- (a) maintenance of all Common Areas and access roads, including any private roads, and provision of snow removal upon said roads.
- (b) construction, reconstruction, repair, replacement, maintenance and operation of Club Facilities as it deems fit and proper, including provision of necessary fixtures and personal property related thereto, and implementation of such extra charges as it deems proper for the use of such facilities.
- (c) provision, maintenance and replacement, as necessary, of such Common Area signs, fencing, lighting, landscaping, and sprinkler systems, as well as bicycle and/or pedestrian facilities wherever located, as deemed appropriate by the Board of Directors, and compliance with such maintenance bond requirements as may be imposed by governmental agencies.
- (d) general control of the entire Property, and the adoption of any reasonable regulations consistent with the purposes, stated herein for control of such and prevention of nuisances.
- (e) maintenance of liability insurance for Common Areas and Club

Facilities and payment of any and all taxes on the Common Area and Club Facilities as levied by the appropriate jurisdictional agency.

(f) establishment and maintenance of reasonable reserves to accomplish all of the above.

Section 3 - Basis and Maximum of Annual Assessments.

(a) The initial maximum Annual Assessment for Improved Lots (defined as a Lot improved by a completed structure upon which a certificate of occupancy has been issued) shall be \$50.00 per month, and the initial maximum Annual Assessment for platted but unimproved Lots shall be twenty-five percent (25%) of that for an Improved Lot. Owners shall commence paying assessments for Lots on the first day of the month following conveyance of the Lot by the Declarant. Annual Assessments may be increased by up to five percent (5%) per year effective January 1 of each year (commencing January 1, 2012) without a vote of the Members, by the Board of Directors, after due consideration of current costs and needs of the Association. Annual Assessments for platted, unimproved Lots shall never be less than twenty-five percent (25%) of that for Improved Lots.

(b) Any increase in the Annual Assessments requested by the Board of Directors in excess of the five percent (5%) increase described in Section 3(a) above shall be approved by a vote of two-thirds (2/3) of the votes cast by Members who are voting in person or by proxy at a meeting duly called for this purpose.

(c) Not less than 1.9% percent of all Annual Assessments shall be deposited upon receipt by the Board of Directors into a separate account and used exclusively for the provision, maintenance and replacement, as necessary, of roadway signage. Establishment of the separate account as provided herein shall not prevent the Board of Directors from using other Annual and Special Assessment funds as needed for provision, maintenance and replacement of other Association improvements.

Section 4 - Special Assessments. The Association may levy in any assessment year a Special Assessment, applicable to that year only, for all Lots for the purpose of defraying, in whole or in part, an unexpected or unusually large expense or anticipated

expense, the cost of any construction or reconstruction, an unexpected repair or replacement of a road, curb or other capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, the cost of extraordinary maintenance for bicycle and/or pedestrian facilities, wherever located, or for any other reason found by the Board of the Directors to be in the best interests of the Association. Any Special Assessment shall be approved by a vote of three-quarters (3/4) of the votes cast by Members who are voting in person or by proxy at a meeting duly called for this purpose. The Association shall provide notice to each Owner of the Special Assessment and the date or dates upon which it shall be due and payable.

Section 5 - Uniform Rate of Assessment. Both Annual and Special Assessments shall be fixed at a uniform rate for all Improved Lots and at a separate uniform rate for all platted but unimproved Lots and may be collected on a monthly basis. Correction Assessments shall be fixed on a case-by-case basis and need not be uniform.

Section 6 - Date of Commencement of Annual Assessments Due Dates. The Annual Assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of a Lot to an Owner. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the Annual Assessment against each Lot by January 31 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 advance in twelve (12) equal monthly installments on the first day of each month commencing in January, 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 reassessment dates. The Association shall upon written request by an Owner 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 Association for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

Section 7 - Effect of Non-payment of Assessments; Remedies of the

Association. Any Assessments (or monthly installments thereof) which are not paid when due shall be delinquent. If the Assessment is not paid within thirty (30) days after the due date, it shall bear interest from the date of delinquency until paid at eighteen percent (18%) per annum and all costs of collection, including reasonable attorney's fees shall also be payable. The Association may bring an action at law against the Owner personally obligated and/or foreclose the lien against the Lot. 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 8 - Lien for Payment of Assessments and Subordination of Lien to

First and Second Mortgages. There shall be a continuing lien upon each of the Lots herein, in order to secure the payment of the Assessments (including interest, costs of collection and reasonable attorney's fees) provided under this Declaration, but such lien shall be subject to and subordinate to any first and second deeds of trust placed on the Lot at any time prior to perfection of the lien by filing in the Clerk's Office for the Circuit Court of the County of Albemarle a verified Memorandum of Lien in accordance with § 55-516 of the Code of Virginia. Prior to filing a Memorandum of Lien, ten (10) days' written notice of the Association's intent to file such a Memorandum shall be given to the Owner by certified mail at his last known address. The Association may thereafter perfect its lien by filing a Memorandum of Lien in the Clerk's Office aforesaid prior to the expiration of six (6) months from the time the delinquent Assessments became due and payable. After the lien is perfected, it shall have priority over all subsequent liens and encumbrances except as set forth in § 55-516 of the Code of Virginia. No suit to enforce any lien shall be brought after twenty-four (24) months from the time when the Memorandum of Lien was recorded as set forth in § 55-516(E). A statement from the Association showing the balance due on any Assessment shall be prima facie proof of the current Assessment balance due and delinquency, if any, due on a particular Lot.

Section 9 - Exempt Property. The following property subject to this Declaration

shall be exempt from the Assessments created herein: (a) all properties dedicated to and accepted by a local utility or public authority (such as Dominion Virginia Power, VDOT, Sprint, Albemarle County Service Authority or Rivanna Water and Sewer Authority); (b) the Common Area; and (c) all properties (except Lots) 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 for said Assessments.

Section 10 - Correction Assessments. The Association or the ACB may impose Correction Assessments upon any Lot or Owner in the manner set forth in Article VIII, Section 2 or Article IX.

ARTICLE VII — ARCHITECTURAL CONTROL BOARD

Section 1 - Purpose. An Architectural Control Board shall regulate the external design, appearance, use, location and maintenance of improvements and landscaping on any Lot, except Lot 14, or the Common Area, other than improvements constructed or landscaping done by Declarant, its agents, contractors or subcontractors, in such a manner so as to preserve and enhance values, maintain a harmonious relationship among structures and the natural vegetation and topography and to preserve the general character and color, tone and architectural compatibility of the area as originally constructed.

Section 2 - Composition of Architectural Control Board. For so long as Declarant owns any Lot or Property, the Architectural Control Board shall consist of three persons appointed by Declarant. Such persons may, but need not, be Members of the Association. Thereafter, the power to appoint members of the ACB shall be transferred to the Association, which shall appoint three of its Members to the ACB. The members of the ACB shall serve at the pleasure of the entity that appointed them and accordingly ACB members may be replaced at any time for any reason whatsoever. The ACB may designate in writing one or more of its members to act on behalf of the ACB in granting or refusing written approvals called for in this Declaration.

Section 3 - Required Approval to Commence Work.

(a) No exterior improvements, alterations, repairs, change of paint or stain color, change of roof color, excavations, changes in grade, clearing, landscaping or

other work which in any way alters any Lot from its natural or improved state on the date when said Lot was first conveyed in fee by Declarant shall be made or done upon the Property without the prior written conditional approval signed by the ACB, except as otherwise provided herein. No building, fence, wall, play equipment, pool, residence or other structures or changes to any existing structures upon the Property shall be made until given prior written conditional approval signed by the ACB, except as otherwise provided herein. Declarant, its successors and assigns reserves the right to promulgate and amend from time to time architectural guidelines for the Property and improvements located thereon, and such guidelines shall establish, define and expressly limit those standards and specifications that shall be approved, including but not limited to architectural style, exterior colors and all exterior finish materials, roofing material, siding material, driveway material, landscape design and construction technique.

(b) Notwithstanding the above, Declarant shall not be required to seek or obtain the consent or approval (either conditional or final) of the ACB or of the Association for any work, including but not limited to improvements, changes, repairs, alterations, painting, construction, grading or landscaping performed by Declarant or its agents, contractors and subcontractors.

Section 4 - Procedure. None of the improvements, changes or other work described in detail in Article VII, Section 3(a) above shall be commenced until plans and specifications therefor showing the nature, size, kind, shape, height, materials, colors and location of the same shall have been submitted to the ACB and conditionally approved in a writing signed by the ACB after consideration of the details of the submission and the purpose of the ACB as set forth herein. The Board of Directors may set a fee payable to the Association for reviews by the ACB in conjunction with requests for conditional and final approvals. In addition to the items set forth herein, the ACB may adopt additional procedures or standards as to the information it requires to be submitted to it with any request for approval.

Section 5 - Conditional Approval Presumption. In the event that the ACB fails to approve, modify or disapprove in writing a request for approval required herein within

60 days after plans, specifications or other appropriate materials have been submitted in writing to it, the submitted plans and specifications shall be deemed to have been conditionally approved. The burden shall be upon the Owner to show the date of the submission and that the plans and specifications were properly submitted to the ACB.

Section 6 - Conditional and Final Approval. Preconstruction approvals granted by the ACB herein shall be deemed to be conditional approvals. They may become final approvals upon the ACB's inspection of the actual completion of the changes or improvements or repairs and finding them to be as set forth in the plans and specifications submitted to it. In the event that the actual completed changes, improvements or repairs do not, in the judgment of the ACB, conform to the plans and specifications approved by it, then the ACB's approval, whether given in writing or by presumption, may be withdrawn. It shall be incumbent upon the Owner to notify the ACB in writing within thirty (30) days after the completion of work that he requests final approval. The ACB shall then have 30 days to inspect and grant or refuse final approval in writing. If final approval is refused, the Owner shall make changes and resubmit until final approval is obtained.

Section 7 - Final Approval Presumption. In the event that appropriate equitable action, together with the filing of a lis pendens, has not been commenced within one hundred eighty (180) days after the completion of any construction, improvements or alterations, it shall be conclusively presumed that such construction, improvements or alterations have received final approval by the ACB.

Section 8 - No Approval. Should an Owner commence any work which requires ACB approval without its conditional approval or complete any work without seeking ACB final approval within thirty (30) days of completion, the ACB, the Association or any Member may take appropriate legal or equitable action and may cause a lis pendens to be filed against such Owner's Lot, except as set forth herein. Furthermore, the ACB or the Association has the right (but not the obligation) to correct any violation and impose Correction Assessments as set forth in Article VIII, Section 2.

ARTICLE VIII—USE RESTRICTIONS

Section 1 - Limitation on Use of Lots and Common Area and Maintenance of

Lots and Improvements. With the exception of Lot 14 the Lots and Common Area shall be occupied, used and maintained as follows:

(a) **Residential Use.** No Lot shall be used for any purpose other than as a single family private residence. Specifically, no Lot shall be used for the conduct of any commercial or professional enterprise. For the purposes of this Declaration, the term, “single family” shall mean: (i) an individual; or (ii) two or more persons related by blood, marriage, adoption or guardianship living together as a single housekeeping unit; or (iii) no more than three persons who are not all related by blood, marriage, adoption or guardianship, living together as a single housekeeping unit.

(b) **Common Area Use.** There shall be no obstruction of the Common Area. Nothing shall be stored in the Common Area without the prior consent of the Association. Nothing shall be altered or constructed in or removed from the Common Area, except upon the written consent of the Association. No waste shall be permitted in the Common Area. Notwithstanding the above, Declarant and its contractors and subcontractors may use, obstruct or store personal property, materials or vehicles on the Common Area during such time as they may be engaged in construction on the Property.

(c) **Nuisance.** No noxious, boisterous or offensive activity shall be carried on upon any Lot or in the Common Area, nor shall anything be done thereon which may be or may become an annoyance or nuisance to any other Owner or a fire hazard or safety hazard to any other Owner or to any improvement. The Board of Directors shall have the authority to determine in writing whether any activity conducted upon any Lot constitutes a nuisance upon the submission to it of a complaint in writing by any Owner regarding such activity. The Association is given full authority and power to abate any nuisance found existing after giving the Owner written notice specifying the nature of the nuisance provided that the Owner has failed to abate said nuisance within reasonable time after notice.

(d) **Liability Insurance.** Nothing shall be done or kept in any Lot or the Common Area which shall 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 shall 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.

(e) **Signs.** No sign of any kind (including “For Sale” signs) shall be displayed to the public view on or from any Lot, the Common Area, or on or from within any structure on any Lot, except those signs used by the Association or Declarant as “For Sale” signs, “Sold” signs, Lot designation and direction signs, site signs, subdivision entrance signs, street signs and traffic control signs.

(f) **Pets.** No animals, livestock or poultry of any kind shall be raised, bred, or kept in any Lot or in the Common Area, except that dogs, cats or other domesticated household pets (collectively “Household Pets”) may be kept on Lots, subject to rules and regulations adopted by the Association. No Household Pet shall be permitted off the Lot occupied by such Household Pet’s Owner except on a leash. Owners of Household Pets shall promptly clean up and properly dispose of said pet’s feces wherever deposited on the Property.

(g) **Fences.** No fence may be erected upon any Lot in the front or side yards. If approved by the ACB, fences may be erected in the back yards of Lots provided that no fence shall extend closer to a street or the Public Roads than the rear corners of the dwelling on the Lot. In cases of hardship, this restriction on front and/or side yard fences may be waived by a written waiver signed by each member of the ACB. The front shall be that side of the dwelling on a Lot facing, or most nearly facing, a Public Road. Should a question about the location of the front, side or rear yard arise, it shall be conclusively determined by the Board of Directors as set forth in Article VI, Section 2(c).

(h) **Trash.** Trash cans, barrels and containers shall be maintained within ACB approved, screened bins concealed from view from the Public Roads, adjacent Lots and private roads, if any. Trash pick-up shall be at Owner’s expense and shall take place

only at such locations as are approved or designated by the Association. If the Association approves street-side pick-up, no Owner shall place the receptacles at the street earlier than six hours before pick-up and each Owner shall remove the receptacles within six hours after pick-up.

(i) **Antennas.** No exterior or roof antennas of any kind or description may be erected or maintained on any Lot or Common Area. No satellite dishes exceeding two (2) feet in diameter may be erected or maintained on any Lot or Common Area. No transmitting or receiving equipment which interferes with television, radio or other communications reception of other Owners shall be used or permitted upon any Lot.

(j) **Trees.** Any dead or diseased trees on any Lot may be cut down or removed without ACB permission. No living tree with a diameter greater than two inches measured at three feet from the ground upon any Lot may be cut down or removed after the conveyance of the Lot from the Declarant without the prior express written permission signed by the ACB. A landscape plan shall be submitted with the plans and specifications for cutting, such plan to show existing trees and shrubs and to clearly indicate those to be removed. No trees on Common Area may be cut down or removed except by Declarant, unless the prior express written approval of the ACB is secured. Regardless of size, trees planted by Declarant or its agents, contractors or subcontractors of either in any Albemarle County designated buffer areas or landscape easements may not be cut down or removed without prior express written permission signed by the ACB. Any such action in the designated buffer areas shall comply with Albemarle County ordinances and the conditions governing the approved site plan for the Property regardless of the FoxChase ACB approval.

(k) **Clothes Drying.** No clothing, laundry or wash shall be aired or dried on any portion of a Lot exposed to view from any other Lot, the Common Area, any public road or Private Road.

(l) **Inoperable Vehicles.** No inoperable vehicle shall remain on the Property for more than 48 hours. The Association may conclusively define what, is an inoperable motor vehicle.

(m) **Vehicles.** Vehicles of any kind or description which do not have a current license and a valid inspection sticker shall not be kept or maintained on any Lot, Public Roads, Common Area or private roads, if any. The maximum number of vehicles which may be maintained or stored on any Lot (excluding those stored in garages) shall be three (3).

(n) **Recreational and Other Vehicles.** No mobile home, trailer, camper, bus, recreational vehicle, dune buggy, tow truck, tractor, backhoe, boat, trailer or truck over 3/4 ton rated capacity shall be placed, stored or parked on any Lot, Public Road, private road or Common Area in the Property or adjacent thereto, either temporarily or permanently. Additionally, the Association shall have the power to regulate or prohibit the placement, storage or parking, whether temporary or permanent, within the Property of any vehicle which in the opinion of the majority of the Board of Directors detracts from the general aesthetic character and harmony of Fairhill by reason of: (i) the general disrepair or dilapidated state of such vehicle, (ii) the types or quantities of materials or items stored on or within such vehicle, or (iii) the unusual or tasteless exterior appearance of such vehicle. The provisions of this section shall in no way limit or proscribe the rights of Declarant and its agents, contractors and subcontractors to park vehicles related to construction activities upon the Property.

(o) **Temporary Structures.** No structure of temporary character, tent or trailer shall be used on any Lot or the Common Area at any time as a residence.

(p) **Toys, Bicycles, Equipment.** All toys, bicycles, tricycles, lawn and garden implements and machines and the like shall be kept and stored out of sight from other Lots, Public Roads or private roads, if any, from sunset to sunrise each day.

(q) **Drainage.** No Owner shall interfere unreasonably with the natural drainage of surface water from his Lot to the detriment of any other Lot.

(r) **Firewood.** No more than a cord of firewood may be stored at any time on any Lot. All woodpiles shall be in the rear of the Lot no closer than ten (10) feet to any structure used as a residence and either uncovered or covered with tarpaulins of

dark (green or black) color, properly secured.

(s) **Woodstoves.** No woodstove (including free standing and fireplace insert) shall be installed, maintained or used on any Lot.

(t) **Mailboxes.** No mailbox shall be erected or maintained nor shall the exterior appearance of any mailbox be altered on or adjacent to any Lot until the proposed mailbox design, color and location have been approved in writing signed by the ACB. The provisions of this section shall not apply to mailboxes erected by Declarant, its agents, contractors or subcontractors.

(u) **Storage Tanks.** Fuel Oil or Propane tanks are to be buried.

(v) **Exterior Appearance.** Every Owner shall be responsible for maintaining a good exterior appearance of his Lot and improvements thereto, including, but not limited to, reasonable maintenance of lawn and shrubbery in those areas not maintained by the Association. To comply with this mandate, each Owner shall at least maintain and mow the grass in the rear yard of his Lot so that it does not exceed six (6) inches in length. Each Owner shall maintain all decks, porches and patios in a neat and orderly fashion and shall not use them for storage.

Section 2 - Correction Assessments and Remedies. In the event that any Owner shall violate or fail to comply with the Architectural Control provisions set forth in Article VII or violate or fail to comply with any one or more of the Use Restrictions set forth in Section 1 of this Article VII (herein collectively the “Violations”), such Owner may be liable for Correction Assessments provided that such Owner shall have been sent prior written notification by the ACB or Association or their agents, employees, or attorneys (hand delivered or sent by registered or certified mail to the Owner at the Lot address or the Owner’s last known address on file with the Association) of such Violation(s). In the event such Violation(s) is not stopped, halted or corrected (within the time set forth as set forth in such written notification) and continues, then, without further notice, the ACB or Association (or their agents, contractors or employees) arc hereby irrevocably granted permission to come upon the Lot of said Owner and may cause such Violation(s) to be fully or partially stopped, halted or corrected, without liability for so

doing, and may cause any and all costs incurred (including interest and attorneys' fees) in connection therewith to be charged as a Correction Assessment to such Owner. The ACB or the Association have the right (but not the obligation) to correct the Violation(s) or in their discretion to partially correct such Violation(s). Correction Assessments may be collected as other Assessments in any of the manners specified in Article VI hereof, including suit at law or in equity or by filing a notice of assessment 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 specified or allowed or otherwise) shall not act as a bar to the subsequent or concurrent use of other available remedies.

ARTICLE IX — CASUALTY DAMAGE TO LOTS

Section 1 - Obligation to Rebuild. In the event that any structure, or any portion thereof, on any Lot shall be damaged or destroyed by fire, windstorm, or other casualty, the Owner of such Lot shall be responsible for and shall bear the cost of the rebuilding, reconstruction and/or restoration of such structure to the same standards, condition, appearance and specifications, including color and grade of wood, as existed prior to its damage or destruction. The rebuilding, reconstruction and/or restoration of any damaged and/or destroyed structure shall be commenced within sixty (60) days of such damage and/or destruction, and once commenced shall be diligently pursued to completion, and in any case shall be completed within six (6) months from date of commencement thereof. In the event that such Owner shall fail to so reconstruct, rebuild and/or restore such damaged or destroyed structure for which he or it is responsible in a manner satisfactory to the Board of Directors, the Association after thirty (30) days prior written notice in accordance with Article X, Section 3 to such Owner and upon affirmative vote of a majority of the Board of Directors shall have the right (but not the obligation) to reconstruct, rebuild and/or restore such damaged or destroyed structure to the same standards, condition, appearance and specifications as existed prior to its damage or destruction, and the cost thereof (including interest and attorney's fees) shall be assessed against the Owner of such structure as a Correction Assessment.

Section 2 - Insurance. The Owner of each improved Lot or Lot on which a dwelling is under construction shall maintain in full force and effect an “all risk” hazard or homeowners insurance policy naming the Association as a co-insured as its interest may appear insuring the improvements on said Owner’s Lot against loss or damage due to fire, explosion, windstorm, casualty or other insurable cause to the full replacement cost of such improvements. Each Owner shall provide and maintain with the Association a valid certificate of such insurance. In the event that any Owner fails to maintain such insurance on the improvements on their Lot or fails to provide the Association with such a certificate, the Association, after five days written notice, shall have the right, but not the obligation, to procure such insurance in the name of the Owner and assess the direct charges therefor together with an administrative fee of \$250.00 against the Owner as a Correction Assessment.

ARTICLE X — GENERAL PROVISIONS

Section 1 - Enforcement. The Association shall have the right to enforce, by any proceeding at law or in equity, all covenants, conditions, restrictions, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or Supplementary Declaration and may seek damages for violations of such provisions. Before the Association seeks injunctive relief against any Owner, the Owner shall be given the opportunity for a hearing before the Board of Directors. Fourteen (14) days prior written notice in accordance with Article X, Section 3 of a hearing shall be given to the Owner by hand delivery or certified mail return receipt requested. An Owner may also seek to enforce all covenants, etc. against another Owner. Failure by the Association or by any Owner to enforce any covenant, condition, restriction, lien or charge herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2 - Entry for Repair. The Association or its agents may enter any Lot or improvements thereon when necessary in connection with any maintenance, landscaping or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owner as practical, and any damage caused thereby shall be repaired by the Association out of common expense funds of the Association.

Section 3 - Notices. Unless otherwise specifically provided, any notice required by this Declaration to be sent by the Board of Directors or the Association to any Owner shall be deemed given if either hand delivered or mailed by first class mail to the Lot address or to the Owner's last known address on file with the Association. The date of hand delivery or the date of mailing shall be deemed to be the date notice was given. Notice to any one of two or more co-owners shall be deemed to constitute notice to all co-owners.

Section 4 - Fees and Costs. The Association, in seeking enforcement of the provisions of this Declaration or damages due to violation thereof, shall be awarded court costs and reasonable attorney's fees, if it substantially prevails.

Section 5 - Severability. Invalidation of any one or more of the provisions of this Declaration by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 6 - Prohibited Discrimination. The Declarant and every Owner agrees that no transfer of any interest or offer to acquire any interest in any Lot shall be refused by Declarant or Owner or agent thereof to any person because of race, color, religion, sex or national origin, nor shall Declarant or any Owner make unavailable or deny the use or any interest in the Property to any person because of race, color, religion, sex or national origin. No provision of this Declaration shall be used to discriminate against any person by reason of such person's race, color, religion, sex or national origin and any such use is hereby declared illegal, void, and unenforceable and is specifically disclaimed.

Section 7 - Amendment. The covenants, conditions, restrictions and reservations of this Declaration may be modified or amended during the first twenty (20) year period by an instrument signed by Declarant after being approved by more than two-thirds (2/3) of the votes cast by Members who are voting in person or by proxy at a meeting duly called for this purpose. After said period this Declaration may only be modified or amended by an instrument signed by not less than two-thirds (2/3) of the Lot Owners. Any modification or amendment shall be properly recorded.

Section 8 - Duration. The covenants, conditions, restrictions and reservations of this Declaration shall run with and bind the Property, 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, for a term of twenty (20) years from the date this Declaration is recorded, after which time said Declaration shall be automatically extended in perpetuity for successive periods of ten (10) years unless modified, amended or rescinded.


WITNESS the following signature and seal:

SOUTHERN CLASSIC, INC.

By: 
David G. Mitchell, President

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Albemarle:

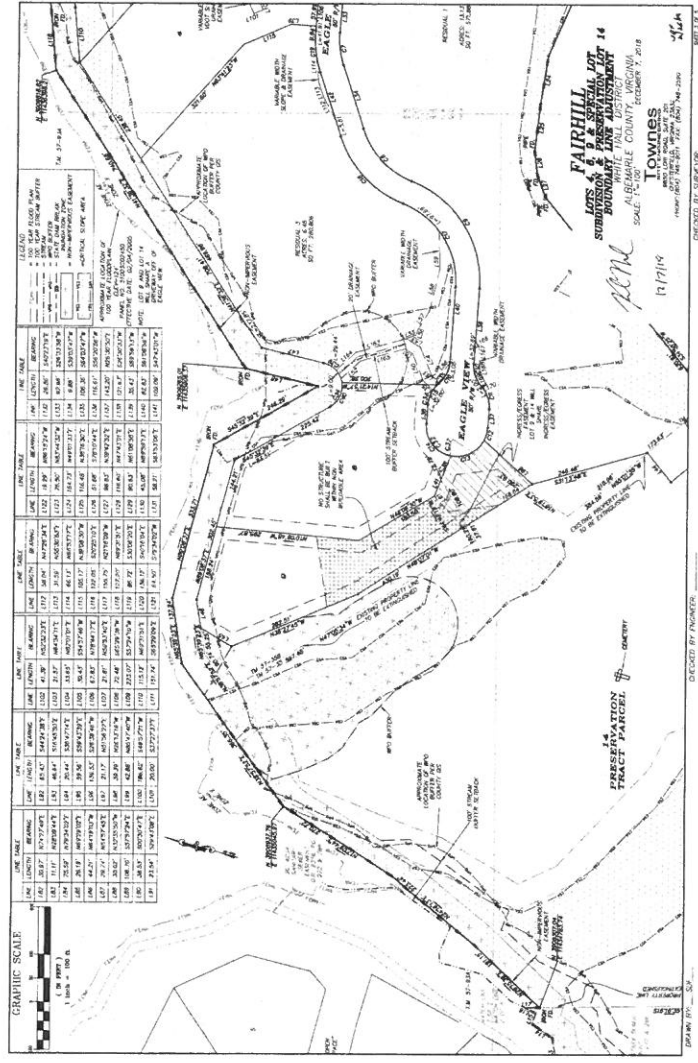
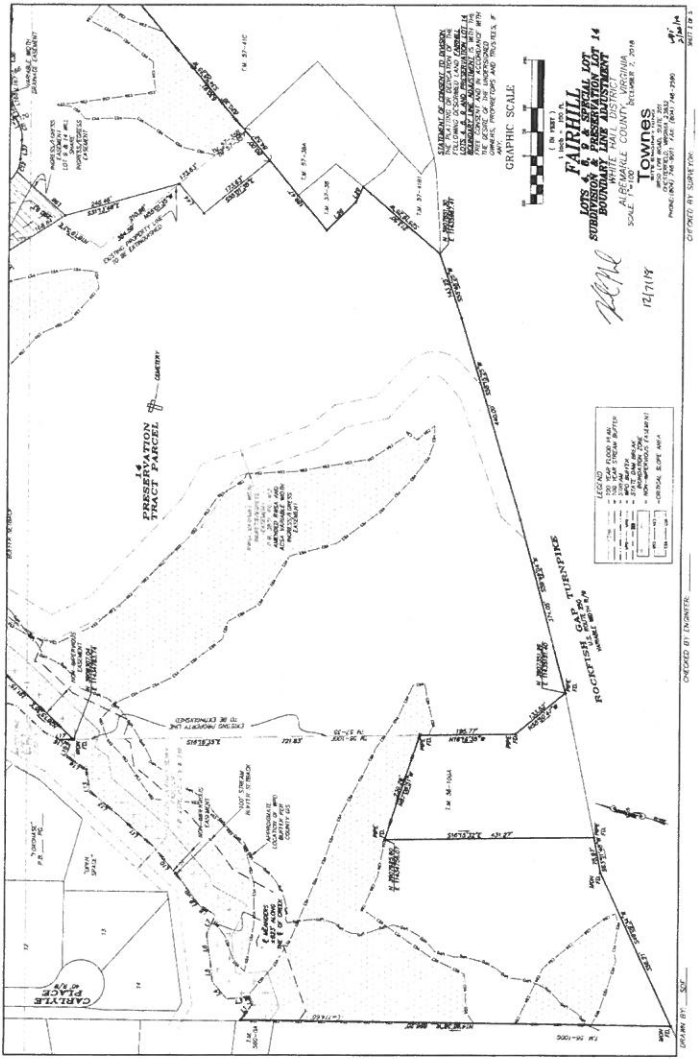
The foregoing *Deed of Easement* was signed, sworn to and acknowledged before me this 24 day of August, 19 by David G. Mitchell, President, on behalf of Southern Classic, Inc..

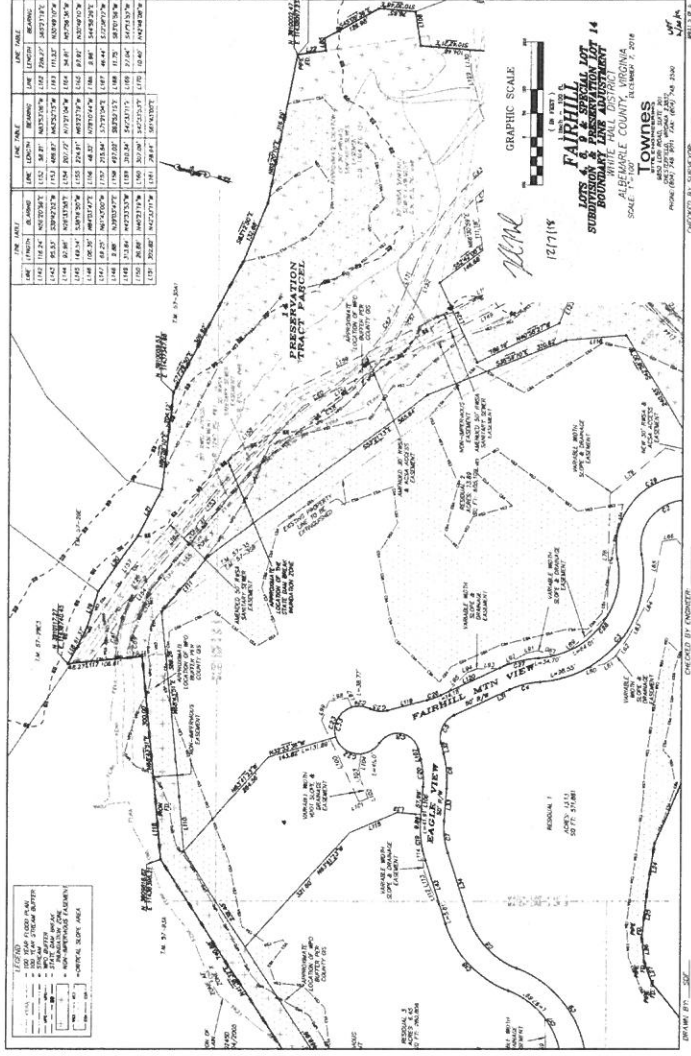
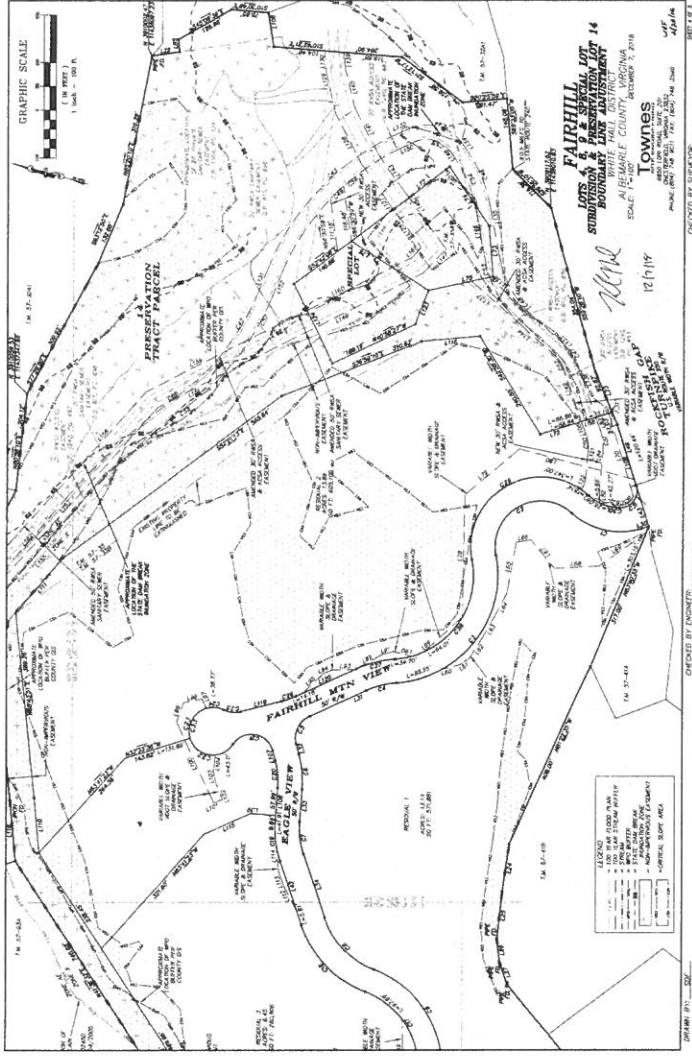

Notary Public

My Commission Expires: 3-31-2022

Registration Number: 7039983

Christina Schlottenmeier
Notary Public
Commonwealth of Virginia
Reg. #7039983
My Commission Expires March 31, 2022





3d

INSTRUMENT # 20200001352
RECORDED ALBEMARLE CO CIRCUIT COURT CLERK'S OFFICE
Feb 04, 2020 AT 02:33 pm
JON R. ZUG, CLERK by MEB
BOOK 05273 PAGE 0674 - 00705