

**DEED OF DEDICATION
RESTRICTIVE COVENANTS & EASEMENTS
TALL PINES SUBDIVISION**

THIS DEED OF DEDICATION, RESTRICTIVE COVENANTS AND EASEMENTS, (“Declaration”) made this 1st day of May, 1990, by and between Tricord, Inc., a Virginia Corporation and Lavert Woolfolk Family Partnership, a Virginia General Partnership, herein collectively called DECLARANT, witnesseth;

WHEREAS, Lavert Woolfolk Family Partnership has heretofore acquired certain lands located in the Cuckoo District of Louisa County, Virginia, containing 163.44 acres, more or less, including all that land to be dedicated by this Deed of Dedication, Restrictive Covenants and Easements; and,

WHEREAS, the Lavert Woolfolk Family Partnership has caused said property to be subdivided, as is shown on plat of survey of Tall Pines Subdivision Section One made by James H. Bell, Jr., P.C., dated November, 1988, and recorded in the Office of the Clerk of the Circuit Court, Louisa County, Virginia, in Plat File 8, Pages 361, 362-369, a copy of said plat being attached hereto, made a part hereof and as is shown on plat of survey of Tall Pines Subdivision Section Two made by James H. Bell, Jr., P.C., dated April, 1990, and recorded in the aforesaid Clerk’s office in Plat File Pages 370 - 373 , a copy of said plat being attached hereto, made a part hereof and

WHEREAS, Tricord, Inc. is the contract owner of said lands;

NOW, THEREFORE, WITNESSETH: That for and in consideration of the premises herein to create a uniform general plan of development for the property; and in order to protect the value and desirability of the property and promote the purposes of the Dedication, and according to the wishes and desires of the party hereto, the DECLARANT does hereby dedicate and subdivide the said 163.44 acres as Tall Pines Subdivision, in accordance with the said plat and consistent with the metes and bounds and distances reflected on said plat and

FURTHER, WITNESSETH: That the DECLARANT hereby declares that all of said property described on said plat shall be held, conveyed, leased, used, encumbered, occupied and improved subject to the following limitations, restrictions and covenants, all of which are declared and agreed to be in furtherance of a plan for the improvement of the property and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the land, and which limitations, restrictions and covenants shall run with the land and be binding on all parties having any right, title or interest in the described land or any part thereof, their successors, and assigns and shall inure to the benefit of each owner of any lot thereof.

1) **Building Type and Land Use:** No structure shall be erected, altered or permitted to remain on any residential building lot other than one detached single-family dwelling, which may include an attached private garage for not more than three automobiles, and/or a separate free-standing additional garage which likewise shall be for not more than three automobiles. Living quarters above such garages may be built provided they are in compliance with the Louisa County ordinance. The single-family dwelling shall be erected with a ground floor of not less than nine hundred (900) square feet, excluding carport, screened porch and garage provided, however, if the dwelling house is an A-frame or two-story dwelling, the first floor must not have less than seven hundred (700) square feet of living area. Once construction of improvements is

started on any lot, the exterior of the improvements, including proper landscaping, must be completed within twelve (12) months from commencement of construction. No exposed concrete block foundations shall be permitted, but all such exposed foundations shall be covered with a veneer of brick or stone or some other material such as siding, etc., or, in the alternative, the same shall be parged and painted to match the trim of said dwelling house.

There shall be allowed a boat dock or docks, a gazebo, and one detached boat house on any residential building lot, provided, however, that such boat house shall not be used for any purpose other than the storing of a boat or boats.

There shall be allowed one (1) utility shed on any residential building lot, provided, however, that such shed shall not be a metal shed, and provided, further, that such shed's exterior must conform to that of the dwelling house.

The dwelling house shall be the first such structure so constructed, with the exception of a boat dock(s), gazebo, or boat house, provided, however, that a garage may be constructed concurrently with the dwelling house.

All structures so constructed or placed on any lot shall be constructed with a substantial quantity of new materials and no used structures shall be relocated or placed on any lot. Cinderblock, tarpaper, roll brick siding, or similar materials shall not be exposed on any exterior wall.

No outside toilets shall be constructed on any lot. All plumbing fixtures, dishwasher, toilets and other sewage disposal systems shall be connected to a septic tank or other sewage system to be constructed by the lot owner.

Any dwelling or outbuilding on any lot which may be destroyed in whole or in part by fire, windstorm, or for any other cause or act of God, must be rebuilt or all debris removed and the lot restored to a sightly condition with reasonable promptness, provided, however, that in no event shall such debris remain on said lot longer than six (6) months.

Notwithstanding anything herein to the contrary, unless specifically restricted by then current Louisa County ordinances, commercially marketed recreational vehicles including self-propelled motor homes, travel trailers, and tent trailers (not home-made or bus conversions) and tents are permitted on lots 25, 26, 32-105 and 108-110 only, for up to five (5) years after original sale and 12 months during construction of a residence house, but in no case longer than six (6) years, provided that said vehicles or camping equipment are occupied and in use. All said vehicles or equipment must be placed at least 60 feet from the front easement line and at least 25 feet from the nearest sideline of the lot.

Any permanent structure erected on any lot shall be situated so as to comply with setback and other requirements of Louisa County.

2) **Fences, Firewood and Clearing:** Except as provided hereinafter, no fences shall be permitted on any residential building lots. Only fences of stone, brick or wood materials shall be constructed on any lot. No fence shall exceed four (4) feet in height. Where a private swimming pool is constructed on any lot, a privacy fence, not to exceed five (5) feet in height, around the perimeter of the pool shall be permitted, unless a greater height is required by state law or regulation, in which case said greater height shall be allowed.

No stacks of firewood stored on any lot shall exceed a height of four (4) feet.

No residential lot shall be cleared of vegetation or otherwise defoliated in such a manner as to decrease the attractiveness of the property.

3) **Land Use:** No lot within the subdivision shall be used except for residential purposes. No trade or business of any kind or character nor the practice of any profession, nor any building or structure designed or intended for any purpose connected with any trade, business, or profession, shall be permitted upon any lot. Nothing herein shall be construed to prevent any lot owner from renting or leasing any house constructed upon the lot either on a daily, weekly, monthly or yearly basis.

4) **Utility and Drainage Easements:** Utility easements are hereby reserved along the entire width and length of the roads shown on the aforementioned plat. An additional fifteen (15) feet along all front lot lines and twenty (20) feet along each side lot line and ten (10) feet on each side of said side lot line are hereby reserved for utility and drainage easements, including telephone, electric and such other utilities as may require them. The DECLARANT expressly reserves for the Chesapeake and Potomac Telephone Company of Virginia, the right to construct, operate and maintain, replace and remove a communication system consisting of such buried cables, buried wires, terminals, and location markers as from time to time within said easements may be required, together with the right of ingress and egress over, under and across said easements for the purpose of exercising the rights herein granted, and expressly reserve for Rappahannock Electric Cooperative, its successors in title or assignees, the right to construct, operate, maintain, replace and remove an electrical transmission system consisting of such buried cables, buried wires, terminals, and location markers and other necessary equipment within said easements as from time to time may be required, together with the right of ingress and egress over, under and across said easements for the purpose of exercising the rights herein granted, but nothing herein shall be construed so as to impose upon the DECLARANT the duty to lay, operate and maintain such cables, lines, etc. No structure is to be built on any part of said easement.

In addition, drainage and slope easements are reserved over all lots where appropriate for drainage of surface water for the roadways and other easements within Tall Pines Subdivision.

5) **Upkeep:** Owners of lots in said subdivision, whether said lots be built upon or not, shall keep their lots free of weeds, undergrowth, garbage, and unsightly debris and litter.

6) **Temporary Structures:** No structure of a temporary character, basement, shack, garage, barn or other outbuildings, shall be placed or used upon or on any lot at any time as residence, either temporarily or permanently. This restriction shall be enforceable by the DECLARANT or any other owner of a lot within the subdivision.

7) **Mobile Home:** No mobile homes shall be permitted or allowed on any lot.

8) **Nuisances, Junk Vehicles, etc.:** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done therein which maybe or become an annoyance or nuisance to the neighborhood. No trash or garbage shall be permitted to be burned on any lot. This shall not be construed to prevent the DECLARANT or owner of any lot from burning brush on said lot where such burning is used as a means of maintaining the lot free of weeds and brush or cleaning the lot prior to construction.

No trucks or heavy equipment shall be permitted on the streets of the subdivision or in the driveway of any lot or on any lot. This restriction shall not apply to equipment used during the construction of any dwelling house or boat house, nor shall it apply to any properly licensed and operable pickup truck or 4-wheel passenger vehicle of any lot owner.

No unlicensed or inoperable or junk vehicle, truck, etc., nor inoperable or junk boat shall be parked or stored within said subdivision. Unlicensed or junk vehicles shall for the purposes of this restriction be construed as any vehicle that does not bear a current state license plate and inspection sticker and, where required, a current county or city decal. No junk piles or tires shall be permitted to remain on any lot.

9) **Garbage and Refuse Disposal:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. All equipment for the storage or disposal of trash, garbage or other waste shall be kept in a clean and sanitary condition at all times.

10) **Livestock and Poultry:** No swine, cows, horses, goats, chickens, roosters, turkeys, geese, ducks, nor any other type of poultry or fowl, and no commercial livestock or poultry project shall be maintained within said subdivision, nor shall any dog pens, kennels or other such projects involving the rearing, handling or care and maintenance of animals in numbers be conducted or maintained within this subdivision.

Owners shall be permitted to bring domestic pets, such as dogs and cats, to the lots. Notwithstanding the restrictions of paragraph 1 above, each lot owner shall be entitled to construct a doghouse, for the housing of no more than two dogs, on any lot. No such domestic pets shall be allowed to remain within the subdivision, except during such time or times as the owner of the lot is present, or the pets are otherwise provided for.

11) **Signs:** No signs of any kind shall be displayed to the public view on any lot except one sign, meeting the Louisa County regulations for such signs, advertising the property for sale. Provided, however, that on a waterfront lot, if permitted by the Louisa County regulations then in effect, two such signs advertising the property for sale shall be allowed at any one time, one sign on the lot adjacent to the adjoining road, and one sign on the waterfront side of said lot.

This paragraph shall not apply to the DECLARANT, except that no sign shall be placed or erected in violation of then current Louisa County Ordinance.

12) **School Bus and Mail Service:** All streets within the subdivision, as long as they are maintained as private roads, cannot be provided with school bus service nor mail service.

13) **Driveway and Parking:** No driveway shall be constructed on any lot in such a manner as to obstruct or interfere with the normal drainage of the adjacent street or adjacent lots, nor shall any lot owner allow dirt or other solid material to wash from his lot. All driveways and roads located on any lot within Tall Pines Subdivision must be properly drained and covered with a commercial aggregate base or a more resistant surfacing material with a minimum of three (3) inches in depth. A culvert pipe shall be installed at or before the time of construction of the driveway, of a length, diameter and material required by the Virginia Department of Transportation for the particular point of intersection with the roads within Tall Pines Subdivision, or other public road, to allow proper drainage and said installation shall meet all Department of Transportation specifications. The lot owner is responsible that any mud or debris, which is left on the roadway as a result of the construction of his driveway and/or traffic to his building site is removed immediately from the roadway.

Each lot owner shall construct and maintain suitable and adequate parking space on his lot for parking of his vehicles and the parking of vehicles of his guests so that said vehicles when parked shall not obstruct or interfere with vehicular travel on any of the roadways in Tall Pines Subdivision. No vehicles weighing in excess of 7,500 pounds gross vehicle weight shall be parked on any residential lot, other than commercial vehicles used by persons furnishing necessary services to the owner of such residential lot.

14) **Construction Driveway:** No building, grading, or clearing for a structure shall be commenced on any lot until a crushed rock or gravel driveway has been installed for a distance of at least fifty (50) feet into said lot and maintained so as to prevent the depositing or accumulating of mud, dirt, rock, or debris upon the streets and roads of the subdivision. All access to any lot during construction shall be strictly limited to the crushed rock driveway. Any such building, grading or clearing commenced prior to the date of the execution of these covenants shall not be deemed in violation of the same.

15) **Cleated Equipment:** No cleated equipment shall be driven on any subdivision right-of-way or public roadway after the laying of asphalt on said street.

16) **Road Damage:** Until the acceptance by the Virginia Department of Transportation of the subdivision roads into the State System, the cost to repair any damage to the grading and asphalt of the subdivision roads, their drainage systems, or siltation and erosion control system caused by the work of an owner, his agents, employees, invitees, and guests on such owner's lot shall be paid to DECLARANT by the owner responsible for such damage and may be collectible, by legal proceedings, together with interest, court costs, and reasonable attorney's fees, from such owner if not paid upon demand.

17) **Roads and Common Property:** There is hereby dedicated a non-exclusive easement, for use by the owners of lots in Tall Pines Subdivision, of the common property and facilities attached thereto. All lot owners shall be entitled to the reasonable use and enjoyment of said easements subject to the condition that the lot owner shall be jointly responsible for the maintenance, upkeep, and repair of same, as provided for below with respect to the Tall Pines Property Owners Association.

All roads or roadways within Tall Pines Subdivision shall be public roads (except those roadways within the common area easement) to be included in the Virginia Department of Transportation Secondary Highway System for ownership and maintenance. The DECLARANT shall be responsible for construction of said road or roadways in accordance with the Subdivision Street requirements of the Virginia Department of Transportation and shall take such actions as are necessary to insure that said roadways are accepted into the Virginia Department of Transportation State Secondary Highway System as subdivision streets for ownership and maintenance, including but not limited to, the posting of any necessary bonds, letters of credit, or the like, with the County of Louisa or the Commonwealth of Virginia. Notwithstanding anything to the contrary contained in the original Deed of Dedication, Restriction and Easement, no lot owner (other than the DECLARANT) shall bear any liability for the expense or responsibility of maintaining the roads within Tall Pines Subdivision, nor the expense or responsibility for the development of said roads or roadways in full compliance with the Virginia Department of Transportation subdivision street requirements for admission into the State Secondary Highway System.

18) **Property Owners Association.** The DECLARANT shall form a Property Owners Association no later than October 1, 1990. At the formation of the Property Owners Association the DECLARANT shall convey by deed all rights to the common area including the water, rights to the Property Owners Association. Said conveyance shall not be deemed to include the boat slips constructed by DECLARANT, which boat slips the DECLARANT reserves the right to assign to lot owners within Tall Pines Subdivision as DECLARANT deems appropriate. Each lot owner within Tall Pines Subdivision shall have the right to use the common area provided that the lot owner is a member of the Property Owners Association and is a member in good standing with the Property Owners Association. It shall be a non-stock, not for profit corporation organized under the laws of the Commonwealth of Virginia. Each owner of any lot by acceptance of a deed therefore agrees to become a member of the Tall Pines Property Owners Association (TPPOA) and whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the TPPOA annual assessments or charges. The annual assessments, together with interest, costs and reasonable attorney's fees, shall be a continuing lien upon the property against which each assessment is made. Each such assessment and costs shall also be the personal obligation of the person who was the owner of such property when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successor in title unless expressly assumed by them. The annual assessments shall be One Hundred and No/100 Dollars (\$100.00) per annum, unless and until changed by the TPPOA in accordance with its bylaws. The annual assessments shall be for the one year period beginning each October 1st and ending each September 31st (hereinafter "fiscal year"). The TPPOA shall forward statements of annual assessments due for the upcoming fiscal year on or before September 1st to each lot owner. The annual assessments due for the upcoming fiscal year shall be due and payable on or before November 1st. All

delinquent annual assessments shall bear interest at the rate of ten per cent (10%) per annum from the due date until the date paid. The DECLARANT shall not be required to pay any annual assessments for lots, which the DECLARANT is holding for sale or, resale for a period of five (5) years from the date of the formation of the Property Owners Association. At the time of the sale of a lot by DECLARANT, the purchaser thereof shall be liable for his/her pro-rata share of the annual assessments due for the then current fiscal year, from the date of conveyance until September 31st.

The lien of the assessments provided for herein shall be subordinate to the lien of any first lien deed of trust on any lot. Sale or transfer of any lot shall not affect the assessed lien. However, the sale or transfer of any lot pursuant to a first lien deed of trust foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Association dues shall be used for maintenance and improvement of common areas and such other projects or improvements that the Property Owners Association deems advisable. The Property Owners Association shall not make, or cause to be made, any capital improvements at the expense of the association, unless said improvements are approved by a majority of the members of the association other than the DECLARANT.

From the date of incorporation of the TPPOA and continuing for a period of five (5) years thereafter, the Board of Directors of the TPPOA shall consist of five (5) members, three (3) to be appointed by the DECLARANT, and two (2) to be appointed by the lot owners. At the end of said five (5) year, period, all members of the Board of Directors shall be appointed by the lot owners or as otherwise set forth in the bylaws of the TPPOA. Notwithstanding anything to the contrary contained herein, at such time as the DECLARANT no longer holds any lots within Tall Pines for sale or, resale, the DECLARANT shall no longer be entitled to appoint any members to the Board of Directors of the TPPOA.

19) **Common Area:** The common area or "Lake Access" area set forth on the aforementioned plat of Tall Pines Subdivision shall be used exclusively by the owners and guests of the lots shown on said plat and shall at the appropriate time be deeded to the Tall Pines Subdivision Property Owners Association.

20) **Mineral Rights:** No owner of any lot in Tall Pines Subdivision shall permit, or convey an easement, etc., or in anywise give anyone the right to enter upon any lot in said subdivision for the exploration for or extraction of minerals, gas, oil, and any similar materials without the previous unanimous written consent of all lot owners within the subdivision, the holder or holders of any not and/or deed of trust encumbering any lot within the subdivision, and the DECLARANT, in the event that the DECLARANT owns any lots in said subdivision at the time such consent is sought by any lot owner.

21) **Term:** These covenants are to run with the land and shall be binding on all parties and all persons claiming title to any lot in said subdivision, for a period of thirty (30) years from the date hereof, after which time these covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by owners (the DECLARANT or subsequent owners) of four-fifths (4/5) of the lots within the subdivision has been recorded, agreeing to change these covenants in whole or in part with the exception of restrictions and covenants contained in paragraphs 3, 4 and 20 herein, which restrictions and covenants shall be in perpetuity,

22) **Amendment:** At any time during the period of thirty (30) years from the date hereof, the owners (the DECLARANT or subsequent owners) of four-fifths (4/5) of the lots within the subdivision shall have the power to amend these covenants, paragraphs 3, 4 and 20 excluded, and any right, privilege or reservation in favor of the DECLARANT also excluded, in any way by duly recorded instrument in writing. Provided,

however, DECLARANT, for so long as they own, jointly and/or severally, ten percent (10%) of the lots within the subdivision, reserve the right to grant, by appropriate written instrument, exceptions to the restrictive covenants herein contained when the topography of any particular lot indicates the need therefore, and to veto any amendment. hereto by said lot owners as set forth hereinabove.

23) **Mutuality of Benefit:** The restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of the DECLARANT and each and every lot in Tall Pines Subdivision, and are intended to create mutual, equitable servitudes upon each said lot in favor of each and all of the other lots therein; to create reciprocal rights between the respective owners of all of said lots; to create a privity of contract and estate between the grantees of said lots, their heirs, successors and assigns, and shall, as to the owner of each said lot, operate as covenants running with the land for the benefit of each and all other lots within the subdivision and their respective owners.

24) **Enforcement:** In the event of a violation or breach of any of the covenants and restrictions set forth herein by any property owner or agent, the owners of lots in the Tall Pines Subdivision, or any of them, jointly or severally, and the DECLARANT and the Tall Pines Subdivision Property Owners Association, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of such terms in any event.

The failure to enforce or exercise any right, restriction, reservation or condition contained in this deed of dedication, however long continued, shall not be deemed a waiver of the rights to do so thereafter, and shall not bar or affect its enforcement. Further, nothing herein is to be construed so as to prevent the DECLARANT from placing further restrictions or easements on any lot in the Tall Pines Subdivision on which a valid sales contract, has not been executed.

The Grantee of any lot subject to the coverage of this deed of dedication, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from DECLARANT or a subsequent owner of such lot, shall for himself and his successors and assigns, accept such deed or contract upon and shall be subject to each and all of these restrictions and the agreements herein contained.

25) **Invalidation:** Invalidation of any one of the covenants contained herein by judgment or court order shall in no way affect any of the other provisions but such other, provisions shall remain in full force and effect.

26) **Identity of DECLARANT:** Whenever the term "DECLARANT" is used in this deed of dedication the same shall mean Lavert Woolfolk Family Partnership, a Virginia General Partnership (owner), and Tricord, Inc., a Virginia Corporation (contract owner) and any entity or person(s) which succeed to the interest of the DECLARANT (by means of a bulk sale, transfer, devise or the like) of substantially all of DECLARANT'S interest in unsold lots in Tall Pines Subdivision.

27) **Purchaser's Acceptance:** The purchaser(s) of any lot within Tall Pines Subdivision agree to keep, observe, comply with and perform all covenants and agreements contained in this deed of dedication. This acceptance includes and applies to the purchaser(s), his heirs, personal representatives, successors and assigns.

28) **Ordinances:** All covenants, restrictions and permitted uses hereunder are subject to such lawful limitations as may be imposed by the ordinances of the County of Louisa, Virginia, and the laws and regulations of the Commonwealth of Virginia.

29) **Applicability:** These restrictions shall apply to the subdivided lots and appurtenances thereto, as shown on said plat, and these restrictions are specifically excluded from application to other lands now or in the future owned by the DECLARANT, except as herein specified.

30) **Miscellaneous:** The captions preceding the various paragraphs of this deed of dedication are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision of this deed of dedication. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken or mean to apply to the feminine or to the neuter.

WITNESS the following signatures and seals: Lavert Woolfolk Family Partnership

by _____ (Seal)
Anderson Lavert Woolfolk, Jr., Managing General Partner

Tricord, Inc.
by _____ (Seal)
Michael. A. Jones, President

COUNTY/CITY OF Louisa to wit:

I, Joyce A. Hall, Notary Public in and for the County and State aforesaid, do hereby certify that Anderson Lavert Woolfolk, Jr., as Managing General Partner of the Lavert Family Partnership, whose name is signed to the foregoing Deed of Dedication, Restrictive Covenants and Easements, bearing date of May 1, 1990 has acknowledged the same before me in the County and State aforesaid.

Given under my hand this 2nd day of May, 1990.

Joyce A. Hall, Notary Public, My Commission Expires: May 18, 1992

Recorded in Book 380 pages 240 - 250,
County of Louisa, Virginia