

DECLARATION

THIS DECLARATION is made this 25th day of February, 1991 by MARION D. VAUGHAN, hereinafter "Declarant".

WITNESSETH:

Whereas Declarant is the owner of certain real property situated in the City of Charlottesville, Virginia, containing .54 acres, more or less, which property is shown on plat of C. H. Shapleigh, C.E., dated May 1955, and recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia in Deed Book 316 at Page 380; and

Whereas Declarant has caused the property to be subdivided into five (5) lots, which subdivision is shown on plat of Roudabush, Gale & Assoc., Inc. dated January 4, 1991, finally revised February 25, 1991, entitled "Subdivision Plat Showing Lots 1 thru 5, A Division Of Parcel 120 Tax Map 56 Shown On A Plat In D.D. 316 p. 380 (Co.), Charlottesville, Virginia", which plat is hereto attached and made a part hereof; and

Whereas Declarant has also established a joint access and parking easement, which easement is shown on the attached plat; and

Whereas Declarant desires to impose certain restrictions on the property and further desires to make provision for the use and maintenance of the joint access and parking easement.

Now Therefore, for and in consideration of the premises Declarant declares as follows:

ARTICLE I

Property Subject To Declaration

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the City of Charlottesville, Virginia and is described as Lots 1, 2, 3, 4 and 5 as shown on the attached plat.

ARTICLE II

Parking Spaces

Each Lot shall have as an appurtenance thereto the exclusive use of two (2) parking spaces. The parking spaces are shown on the attached plat and shall be allocated as follows:

<u>Lot Number</u>	<u>Parking Spaces</u>
1	1 and 2
2	3 and 4
3	5 and 6
4	7 and 8
5	9 and 10

Maintenance of the parking spaces shall take place in accordance with the provisions of Article IV.

ARTICLE III

Joint Access And Parking Easement

The sole and exclusive access of each Lot to East Market Street shall be over and through the joint access easement shown on the attached plat (shaded area within dotted lines). Appurtenant to and running with each such Lot is an easement of

Ingress and egress to East Market Street over and through the joint access easement.

The sole and exclusive parking for each Lot shall be on the joint access and parking easement shown on the attached plat (shaded areas within dotted lines), which includes the designated parking spaces described in Article II. Appurtenant to and running with each such Lot is an easement over such joint access and parking easement.

ARTICLE IV

Maintenance Agreement

Maintenance of the joint access and parking easement, including the ten (10) parking spaces, all as shown on the attached plat, is governed by the following provisions:

A. Each Lot, through its respective owners, shall be responsible for one-fifth (1/5th) of the maintenance of the joint access and parking easement, including maintenance of any driveway or parking lot or parking space constructed within such easement. Maintenance shall include snow removal. The joint access and parking easement, and any improvements constructed therein, shall be maintained in good order and repair, so as to permit convenient and unobstructed passage by passenger vehicles, vans and pick up trucks.

B. Maintenance of the joint access and parking easement shall take place when the owners of any Lot(s) shall determine such maintenance to be necessary. The owners deeming such maintenance to be necessary shall notify all Lot owners of record, by first class mail, postage prepaid, of the necessity of

such maintenance and the cost for same. No maintenance (except for emergency maintenance) shall be authorized until after ten (10) days from the mailing of such notice. The owners of such Lots shall pay his, her or their share of the cost of performing such maintenance upon receipt of a bill or invoice for such maintenance.

C. If the owners of any Lot fail or refuse to pay his, her or their share of the maintenance costs, then the remaining Lot owners may pay such share and seek repayment of same from the non-paying owners by action at law or suit in equity. The non-paying owners shall be responsible for the maintenance costs, plus interest as allowed by law, plus the costs and counsel fees incurred by the owners bringing such action. In addition, any paying Lot owners shall be entitled to record a notice in the Clerk's Office of the Charlottesville Circuit Court identifying the non-paying owners, the Lot or Lots owned by such owners, and stating the maintenance costs due, plus interest, costs and counsel fees.

D. There shall be a continuing lien on each Lot to secure payment of the maintenance charges described in the Article. Such lien shall be subordinate to the lien of any deed of trust on any Lot.

E. The joint access and parking easement is not public and will not be maintained by the City of Charlottesville, the Commonwealth of Virginia or any other public agency.

ARTICLE V

Architectural Control

A. There is hereby created an Architectural Control Board (hereinafter "ACB") the purpose of which is to regulate the external design, appearance and use of the Lots and Improvements thereon for the purposes of preserving and enhancing values, of maintaining a harmonious relationship among structures and the natural vegetation and topography, and of conserving existing natural amenities.

B. Until April 1, 1992 the ACB shall consist of the following individuals: Joseph P. Aust, IV, James B. Spence, Jr., Allan W. Polson and Kathleen D. Kelly. Thereafter, the ACB shall consist of at least three persons elected by the majority of Lots, each Lot having one vote.

C. No improvements, alterations, repairs, excavations, changes in grade, landscaping or other work which in any way alters the exteriors of any property or the improvements located thereon from its natural or improved state existing on the date such property was first conveyed in fee by the Declarant to an owner shall be made or done until the plans, specifications, working drawings, and proposals for the same showing the nature, kind, shape, type materials, and location thereof shall have been submitted to and approved in writing by the ACB. No building, fence, wall, residence, or other structure shall be commenced without the prior written approval of the ACB.

D. In the event the ACB fails to approve, modify or disapprove in writing a request for approval required herein,

within sixty (60) days after plans, specifications, or other appropriate materials have been submitted in writing to it, approval will be deemed granted.

ARTICLE VI

General Conditions

A. Only single family attached dwellings may be constructed on Lots 1, 2, 3 and 4. Only a single family detached dwelling may exist or be constructed on Lot 5.

B. No structure of a temporary character, tent, or trailer shall be used on any lot at any time as a residence, either temporarily or permanently.

C. No signs of any kind shall be erected or maintained or displayed except "For Sale" or "For Rent" signs, which may be placed upon any property for sale or for rent.

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

E. Nothing shall be done on any Lot that interferes with the drainage or surface water to the injury of any other Lot.

ARTICLE VII

Enforcement

Enforcement of the provisions of this Declaration shall be by proceedings of law or in equity against any person or persons violating or attempting to violate these covenants either to restrain violation or to recover damages. The prevailing

party shall also be entitled to recover his, her or their costs and reasonable counsel fees.

ARTICLE VIII

Severability

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

ARTICLE IX

Duration

The provisions of this Declaration shall run with and bind the property for a term of twenty-one (21) years from the date this Declaration is recorded and thereafter shall be automatically renewed for successive periods of ten (10) years, unless prior to the expiration of any period, whether the original period or any renewal period, the then owners of the majority of the Lots shall execute, acknowledge, and record in the aforesaid Clerk's Office an agreement modifying or changing this Declaration in whole or in part.

WITNESS the following signature and seal.

Marton D. Vaughan (SEAL)
MARTON D. VAUGHAN

STATE OF VIRGINIA AT LARGE
CITY OF CHARLOTTESVILLE, to-wit:

The foregoing instrument was acknowledged before me
this 4th day of March, 1991 by Marion D. Vaughan.

My Commission Expires: March 28, 1993.



Stanley D. Deuling
Notary Public

THIS SUBDIVISION IS MADE WITH THE CONSENT OF THE UNDERSIGNED OWNERS, PROPRIETORS, AND/OR TRUSTEES. ALL ROADS AND STREETS, IF NOT PREVIOUSLY DEDICATED, ARE HEREBY TENDERED FOR DEDICATION TO PUBLIC USE.

I, JENNIFER L. NEWBERG, A NOTARY PUBLIC FOR THE STATE AFORESAID, DO CERTIFY THAT MARION VAUGHAN WHOSE NAMES ARE SIGNED TO THE FOREGOING WRITING BEARING DATE OF FEB 11 1991 HAVE ACKNOWLEDGED THE SAME BEFORE ME IN MY STATE AFORESAID. GIVEN UNDER MY HAND THIS 12th DAY OF February 1991. MY COMMISSION EXPIRES March 25 1993.
Jennifer L. Newberg N.P.

Marion Vaughan

No Building Permit Will Be Issued For Lots 1-4 Until Required Improvements Have Been Installed Or A Financial Guarantee Has Been Approved By The City Attorney As Allowed In Section 26.1-36 Of The City Code, As Amended.

OWNER: MARION VAUGHAN
 1704 EAST MARKET ST.
 CHARLOTTESVILLE, VA. 22901

LEGAL REF: D.B. 458 p. 250

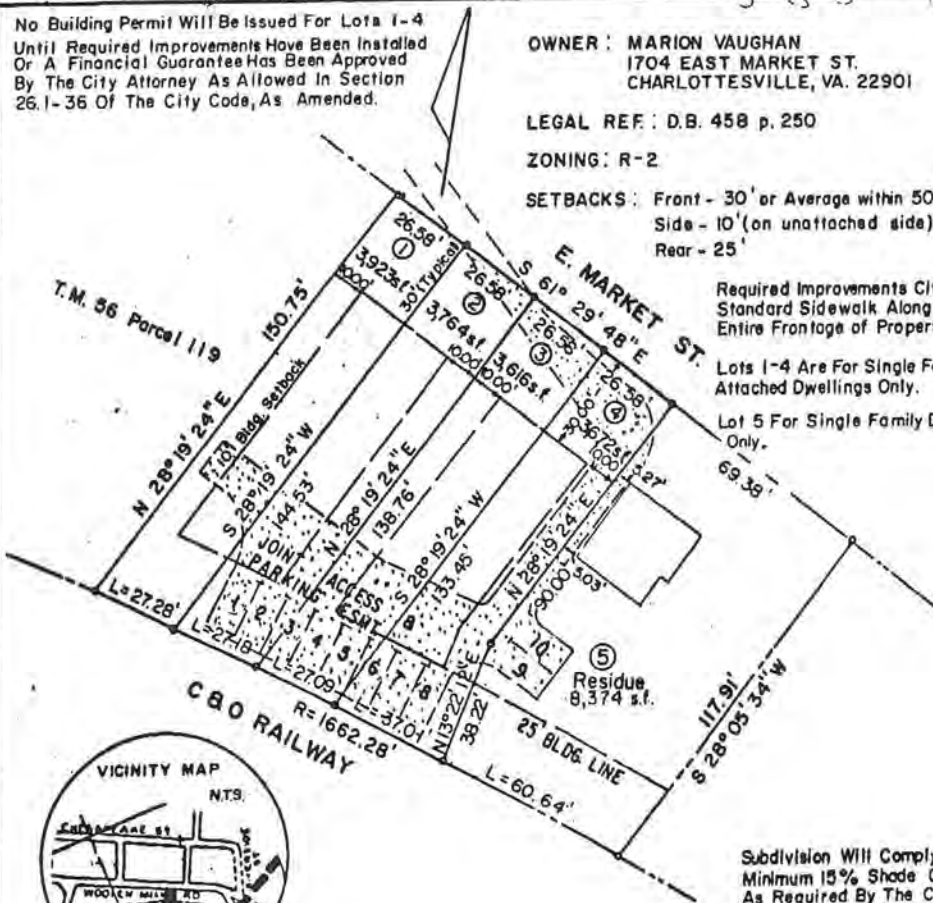
ZONING: R-2

SETBACKS: Front - 30' or Average within 500'
 Side - 10' (on unattached side)
 Rear - 25'

Required Improvements City Standard Sidewalk Along The Entire Frontage of Property.

Lots 1-4 Are For Single Family Attached Dwellings Only.

Lot 5 For Single Family Detached Only.



Subdivision Will Comply With Minimum 13% Shade Cover As Required By The City of Charlottesville Zoning Ordinance See Accompanying Sketch Showing Proposed Bldg Locations

SUBDIVISION PLAT SHOWING LOTS 1 THRU 5
 A DIVISION OF PARCEL 120 TAX MAP 56
 SHOWN ON A PLAT IN D.B. 316 p.380 (Co)
 CHARLOTTESVILLE, VIRGINIA



ROUDABUSH, GALE & ASSOC., INC.
 A PROFESSIONAL CORPORATION
 Engineers-Land Surveyors-Land Planners
 Charlottesville, Virginia

REV. FEB. 25, 1991
 REV. FEB. 11, 1991
 REV. JAN. 24, 1991
 DATE JAN. 4, 1991

SCALE 1" = 40'

FILE 2417

CITY PLANNING COMMISSION
W. S. Roudabush, Jr. CHAIRMAN
Satvendra Singh Hija SECRETARY
 DATE 2/14/91



1708 E Market St

DECLARATION (abridged)

BOOK 555 page 291A (Feb 1991)

ARTICLE I - Property Subject To Declaration

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ARTICLE II - Parking Spaces

Each Lot shall have as an appurtenance thereto the exclusive use of **two (2) parking spaces**. The parking spaces are shown on the attached plat. Maintenance of the parking spaces shall take place In accordance with the Article IV.

ARTICLE III - Joint Access and Parking Easement

The sole and exclusive access of each Lot shall be over and through the Joint access easement shown on the attached plat (shaded area within dotted lines). Appurtenant to and running with each such Lot is an easement of ingress and egress to East Market Street over and through the Joint access easement.

The sole and exclusive parking for each Lot shall be on the Joint access and parking easement shown on the attached plat (shaded areas within dotted lines), which Includes the designated parking spaces described In Article 11. Appurtenant to and running with each such Lot Is an easement over such joint access and parking easement.

ARTICLE IV - Maintenance Agreement

Maintenance of the Joint access and parking easement, including the ten (10) parking spaces, is governed by the following provisions:

A. **Each Lot, through its respective owners, shall be responsible for one-fifth (1/5th) of the maintenance of the Joint access.** Maintenance shall include snow removal. The joint access and parking easement, and any Improvements constructed therein, shall be maintained -in good order and repair, so as to permit convenient and unobstructed passage by passenger vehicles, vans and pickup trucks.

B. Maintenance .of the Joint access and parking easement shall take place when the owners of any Lot(s) shall determine such maintenance to be necessary. The owners deeming such maintenance to be necessary shall notify all Lot owners of record, by first class mail, postage prepaid, of the necessity of such maintenance and the cost for same. No maintenance (except for emergency maintenance) shall be authorized until after ten (10) days from the mailing of such notice. The owners of such Lots shall pay

his, her or their share of the cost of performing such maintenance upon receipt of a bill or Invoice for such maintenance.

C. If the owners of any Lot fails or refuse to pay his, her or their share of the maintenance cost, then the remaining Lot owners may pay such share and seek repayment of same from the non-paying owners by action at law or suit In equity. The nonpaying owners shall be responsible for the maintenance coats, plus Interest as allowed by law, plus the cost and counsel fees incurred by the owners bringing such action. In addition, any paying Lot owners shall be entitled to record a notice in the Clerk's Office of the Charlottesville Circuit Court Identifying the non-paying owners, the Lot or Lots owned by such owners, and stating the maintenance cost due, plus Interest, costa and counsel fees.

D. There shall be a continuing lien on each Lot to secure payment of the maintenance charges described in the Article. Such lien shall be subordinate to the lien of any deed of trust on any Lot.

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E. Nothing shall be done on any Lot that Interferes with the drainage or surface water to the Injury of any other Lot.

ARTICLE VII - Enforcement

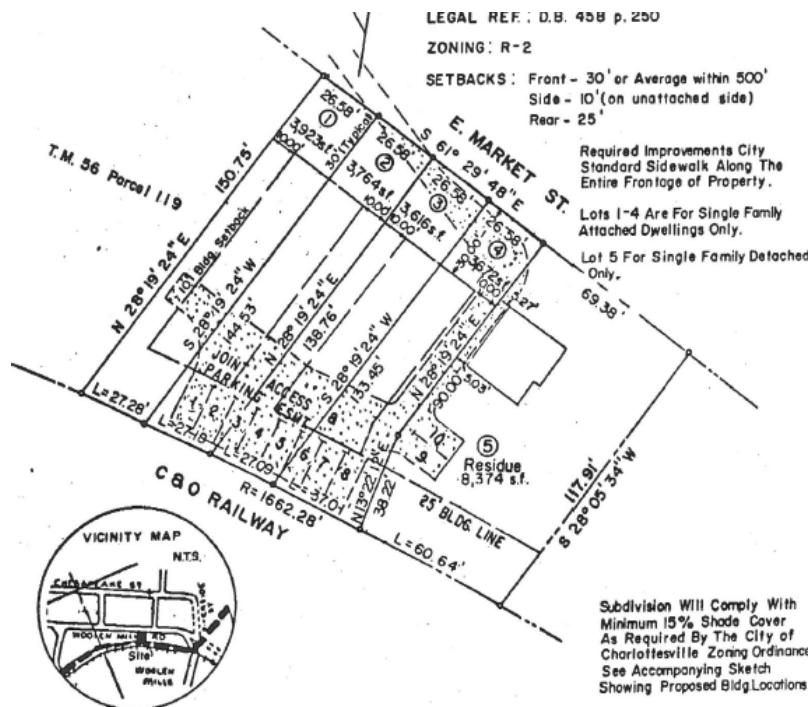
Enforcement of the provisions of this Declaration shall be by proceedings of law or in equity against any person or persons violating or attempting to violate these covenants either to restrain violation or to recover damages. The prevailing party shall also be entitled to recover his, her or their costa and reasonable counsel fees.

ARTICLE VIII – Enforcement

ARTICLE IX - Duration

The provisions of this Declaration shall run with and bind the property for a term of twenty-one (21) years from the date this Declaration Is recorded and thereafter shall be automatically renewed for successive periods of ten (10) years, unless prior to the expiration of any period, whether the original period or any renewal period , the then owners of the majority of the Lots shall execute, acknowledge, and record In the aforesaid Clerk's Office an agreement modifying or changing this Declaration In whole or In part.

The foregoing Instrument was acknowledged 4th day of March, 1991 by Marlon J. Vaughan



See: BOOK 555 page 291A (Feb 1991)