

HOLLYMEAD

DECLARATION OF CONVENANTS  
CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made this 22nd day of June, 1973, by North Corporation, a Virginia corporation, and Charles Wm. Hurt, hereinafter called the "Developers."

WITNESSETH:

WHEREAS, Developers are the owners of the real property described in Article II of this Declaration and desire to create thereon a planned community with certain Common Properties for the benefit of said community, and

WHEREAS, Developers desire to provide for the preservation of the values and amenities in said community and for the maintenance of community centers, playgrounds, parks, scenic easements, open spaces, walkways and trails and other common facilities and to this end desire to subject the real property described in Article II, together with such additions as may thereafter be made thereto, as provided in Article II, to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof, and

WHEREAS, Developers have incorporated, under the laws of the State of Virginia, as a non-stock, non-profit corporation, Hollymead Citizens Association, Inc. for the purpose of exercising the functions aforesaid.

NOW, THEREFORE, The Developers declare that the real property described in Article II and such additions thereto as may hereafter be made pursuant to Article II hereof is, and shall be held, transferred, sold, conveyed and occupied, subject to covenants, restrictions, easements, charges and liens (sometimes hereinafter referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

Definitions

Section 1. "Association" shall mean and refer to the Hollymead Citizens Association, Inc., a non-stock, non-profit corporation organized and existing under Chapter 2 of Title 13.1, Code of Virginia, 1950, as supplemented and amended, or upon its merger or consolidation with another corporation or corporations, then the surviving corporation or new corporation resulting from said merger or consolidation.

Section 2. "Hollymead", unless specifically stated otherwise herein, shall mean and refer to all such real property and additions thereto as are subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot located within Hollymead but shall not mean or refer to the mortgagees of any such lot unless and until such mortgagee has acquired title pursuant to foreclosure of said deed of trust or mortgage. Where any such Lot is being sold by the fee owner to a contract vendee who is entitled to possession of the Lot, the contract vendee shall be considered the "Owner" upon furnishing adequate proof of this situation to the Association. In the event that any Lot located within Hollymead shall be submitted to the provisions of Title 55, Chapter 4.1 of the Code of Virginia (1950), as supplemented and amended, to-wit: "The Horizontal Property Act" then each "Co-Owner" located upon said land submitted to the provisions of said Act, as the term "Co-Owner" is defined in said Act shall be considered as Owner hereunder.

Section 4. "Lot" shall mean and refer to any plot of land shown on any recorded subdivision plat of real estate located within Hollymead with the exception of Common Properties.

Section 5. "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of real estate located within Hollymead and devoted to the common use and enjoyment of the owners of property located in Hollymead and such other persons as they may delegate this right to pursuant to the Association's By-Laws and to all improvements located thereon and owned or otherwise held by the Association for the common use and enjoyment of said persons.

Section 6. "Site" shall mean and refer to any parcel of land conveyed to any one grantee for single family residence purposes whether a single platted lot, or more, or less than a single platted lot.

Section 7. “Developers” shall mean and refer to North Corporation, a Virginia corporation, and Charles Wm. Hurt and to any legal entity to which said North Corporation and Charles Wm. Hurt may specifically assign the rights and interests vested in Developers pursuant to the terms of this Declaration.

Section 8. “Members” shall mean and refer to those persons entitled to membership as provided in the Declarations.

Section 9. “Living Unit” shall mean and refer to a single family residence or to any portion of a multiple residence building located upon property in Hollymead which is designated and intended for use and occupancy as a residence by a single family unit.

Section 10. “Townhouse Lot” shall mean and refer to each Townhouse “Living Unit” constructed upon real estate located within Hollymead.

Section 11. “Condominium Lot”. Where real property located within Hollymead has been submitted to the provisions of Title 55, Chapter 4.1 of the Code of Virginia (1950), as supplemented and amended, (popularly known as the “Horizontal Property Act”) the term “Condominium Lot” shall mean and refer to the entire right, title, and interest in said real property which is owned by each “Co-Owner of an “Apartment” constructed thereon as those terms are defined in said Horizontal Property Act.

## ARTICLE II

### Property Subject to This Declaration

#### And Additions Subjected Hereto

Section 1. The real property, which is and shall be held, transferred, sold, conveyed and occupied subject to the covenants and restriction in this Declaration, is located in the County of Albemarle, State of Virginia, and is more particularly described as follows, to-wit:

Sections One, Two and Three of Hollymead, as shown  
and described on the attached plat of B. Aubrey Huffman  
and Associates.

All of such real property shall be referred to herein as “Existing Property”.

Section 2. Additional real property may become subject to the covenants, conditions and restrictions contained in this Declaration in the following manner:

a. Additions in accordance with a General Plan of Development.

The Developers, their successors and assigns, shall have the right to bring within the terms and conditions of this Declaration additional real property so long as said real property is either a portion of the property shown and described on a plat of Hollymead prepared by B. Aubrey Huffman & Associates dated December, 1971, and of record in the Clerk’s Office of the Circuit Court of Albemarle County, Virginia, in Deed Book 499, page 394, or a portion of the 2.661 acre tract shown and described on a plat of B. Aubrey Huffman & Associates dated July 13, 1972, of record in said Clerk’s Office in Deed Book 512, page 517, or is real property hereafter acquired by the Developers, their successors or assigns, which adjoins any real property shown on the above mentioned plats, and which is located within the “Planned Unit Development” heretofore or hereafter approved by the Board of County Supervisors of Albemarle County, Virginia and commonly known by the name of “Hollymead” without the consent of the members of the Association within twenty (20) years of the date of this instrument. Any additional real property which is located within said “Hollymead” Planned Unit Development as approved by the Board of County Supervisors of Albemarle County, Virginia on the date of filing of a Supplementary Declaration of Covenants, Conditions, and Restrictions describing said real property shall constitute additional real property regardless of whether or not it was included in said “Hollymead” Planned Unit Development as of the date of this Declaration.

The Additions authorized under this and the succeeding subsection b. shall be made by filing of record in the office of the Clerk of the Circuit Court of Albemarle County, Virginia, a supplementary Declaration of Covenants, Conditions and Restrictions with respect to the additional real property which shall extend the scheme of the covenants, conditions and restrictions of this Declaration to the real property described in said Supplementary Declaration. Such Supplementary Declaration may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary or desirable to reflect the different character, if any, of the additional real property and as are not inconsistent with the scheme of this Declaration. In no event, however, shall any such Supplementary Declaration revoke, modify or add to the covenants, conditions or restrictions established by this Declaration within the Existing Property.

If the Developers should hereafter decide to obtain the approval of the Federal Housing Administration and/or the Veterans Administration of the Hollymead Planned Unit Development in order that Hollymead be eligible for FHA and/or VA financing and such approval is given by either the Federal Housing Administration or the Veterans Administration then, prior approval of the Federal Housing Administration or the Veterans Administration must be obtained before the Developers may thereafter bring additional real property within the terms and conditions of this Declaration pursuant to this Article Two, Section 2.a. If however, the approval of the Federal Housing Administration and/or Veterans Administration is not sought and received by the Developers then the only requirement for bringing additional property within the terms and conditions of this Declaration pursuant to this Article Two, Section 2.a. shall be the approval by the Board of County Supervisors of Albemarle County, Virginia, as aforesaid.

b. Other Additions. Upon approval in writing of the Association pursuant to assent given thereto by more than two-thirds (2/3) of the vote of each class of members of the Association, the Owner of any real property who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Association may file or record a Supplementary Declaration of Covenants, Conditions and Restrictions in the manner set forth in subsection a. hereof.

### ARTICLE III

#### Membership and Voting Rights in the Association

Section 1. Every owner of a residential Lot, Condominium Lot, or Townhouse Lot, which is subject to assessment, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of such Lots, which are subject to assessment.

Section 2. The Association shall have six classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Developers, of Lots upon which is constructed a single family detached home, and shall be entitled to one vote for each Site owned. When more than one person owns any Site, all such persons shall be members. The vote for such Site shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Site.

Class B. Class B members shall be all Owners, with the exception of the Developer, of Lots designated as sites for single family detached residences upon which no residence has been constructed, and shall be entitled to one vote for each Site owned. When more than one person owns any Site, all such persons shall be members. The vote for such Site shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Site.

Class C. Class C members shall be all Owners, with the exception of the Developers, of Townhouse Lots and shall be entitled to one vote for each Townhouse Lot owned. When more than one person owns any Townhouse Lot all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Townhouse Lot.

Class D. Class D members shall be all Owners, with the exception of the Developers, of "Apartments" as that term is defined in the Horizontal Property Act, and shall be entitled to one vote for each "Apartment" owned. When more than one person holds an interest in any "Apartment", all such persons shall be members. The vote for any such "Apartment" shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any "Apartment".

Class E. Class E members shall be all Owners of Lots, with the exception of the Developers; upon which are constructed multifamily structures containing Living Units constructed for rental purposes and shall be entitled to one vote for each Living Unit owned at such time as such Living Unit is first occupied by a tenant. When more than one person owns any said Living Unit, all such persons shall be members. The votes for such Living Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Living Unit. The votes expressed by any such members, if voted in a bloc, shall be entitled to a weight not greater than forty-nine (49) percent of the vote on any matter pending before the Association.

Class F. The Class F members shall be the Developers and shall be entitled to three

votes for each Lot owned or for each Living Unit which the County of Albemarle, Virginia, approves to be constructed on any Lot shown on a plat which is subjected to the terms of this Declaration and which as been zoned and approved for the construction of Condominium Units or multifamily structures, whether said Lot is owned by the Developer or not. In no event shall the Class F member be entitled to both three votes for a Lot and three votes for each Living Unit approved by the County of Albemarle, Virginia, for construction on said Lot; but if such a situation should arise, the number of its votes shall be based upon the number of approved Living Units only. At such time as a Condominium Lot or a multifamily structure Living Unit is completed on such Lots and is either sold or occupied by a tenant, the owner of said Condominium Lot or said Living Unit shall be entitled to one vote as a Class D or Class E member, as the case may be, and the Class F member shall no longer be entitled to any votes as to that Condominium Lot or that Living Unit.

The class F membership shall cease and be converted to Class A, Class B, Class C, class D, or Class E membership, as the case may be, on the happening of either of the following events, whichever occurs earlier:

(a) When Class A, B, C, D, and E memberships are all in existence and the total votes outstanding in the Class A, B, C, D, and E memberships equals or exceeds the total votes outstanding in the Class F membership, or

(b) On January 1, 1990.

#### ARTICLE IV

##### Property Rights in the Common Properties

Section 1. Subject to the provisions of Sections 2 and 3 hereof, every member of the Association shall have a right and easement of enjoyment in and to the Common Properties, which shall be appurtenant to and shall pass with the title to every Lot.

Section 2. The Developers may retain legal title to the Common properties until such time as, in the opinion of the Developers, the Association is able to maintain the same but, notwithstanding any provision herein, the Developers hereby covenant, for themselves, their successors and assigns, that they shall convey the Common Properties to the Association not later than June 30, 1978. The Common Properties may be conveyed to the Association subject to the lien of any deed of trust which is in existence as of the date of filing of this Declaration; however, the Developers hereby covenant, for themselves, their successors and assigns to save the Association harmless from all such liens.

Section 3. The rights and easements of enjoyments created hereby and the title of the Association to the Common Properties shall be subject to the following:

a. The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving, repairing or maintaining the Common Properties, or any improvements located thereon, and in aid thereof with the assent of more than two-thirds (2/3) of each class of membership to mortgage said Properties, and the rights of said mortgagee in said Common Properties shall be subordinate to the rights of the Association's members created by this Declaration.

b. The right of the Association to take such steps as are reasonably necessary to protect said Common Properties against foreclosure.

c. The right of the Association, as provided in its Articles and By-Laws, to suspend the enjoyment rights of any member of the Association for any period during which any assessment remains unpaid, and to suspend the said enjoyment rights for any period not to exceed sixty (60) days for each infraction of its published rules and regulations; provided, however, that nothing contained in this paragraph 3. c. shall be deemed to deny an Owner, his tenants, invitees or licensees, access to and from his Lot located in Hollymead.

d. The right of the Association, or its licensee, as provided in its Articles and By-Laws, to impose a reasonable fee or admission charge for the use of any recreational facility situated upon the Common Properties.

e. The right of the Association or its licensees to adopt and publish rules and regulations regarding the use of recreational facilities situated on the Common Properties, and to provide for the suspension of membership rights in said facilities, for a period not to exceed sixty (60) days, for each infraction of the published rules and regulations. Any such rules and regulations adopted by a licensee shall be subject to approval by the Board of Directors of the Association.

f. The right of the Association to grant easements for public utility purposes to any municipality or public utility, for the purpose of installation and maintenance of necessary utilities to serve the Common Properties or to serve any Lot located in Hollymead; including the extension of said utilities to adjacent properties; provided, however, that said public utility easements shall not be inconsistent with the use of said Common Properties for the purpose for which they are being used.

g. The right of the Association, as provided in its Articles or By-Laws, to sell, lease, exchange or dispose of the Common Properties.

h. The rights of the County of Albemarle, Virginia, to any open space easement as created by an instrument from the Developers to said County to be recorded in the office of the Clerk of the Circuit Court of Albemarle County, Virginia.

i. The right of the Association, as provided in its By-Laws, to admit non-residents of Hollymead to membership in certain recreational facilities which may be constructed upon the Common Properties, such as swimming pools, tennis courts, or golf courses.

## ARTICLE V

### Design Review

Section 1. No residence, commercial building, garage, fence, wall, utilities, driveway, landscaping, outbuildings or other structures of any kind shall be commenced, erected or constructed on any Lot prior to January 1, 1990 until the plans, specifications, working drawings and proposals of the same showing the nature, kind, shape, type, materials and location thereof shall have been submitted to and approved in writing by the Developers as to harmony of external design and location in relation to surrounding structures and topography. In the event said Developers fail to approve or disapprove in writing such plans, specifications, working drawings and proposals within one hundred twenty (120) days after the date they are submitted to it, or in any event if no suit to enjoin the construction, addition, alteration or change has commenced prior to completion thereof, approval will not be required and this Article V, Section 1, will be deemed to have been fully complied with. After January 1, 1990, said approval must be obtained from the Design Review Committee of the Association appointed and operating pursuant to this Declaration.

Section 2. After the initial construction of any residence, commercial building, garage, fence, wall, utilities, driveway, landscaping, outbuildings or other structures of any kind in the manner approved pursuant to Article V, Section 1 hereof, no exterior addition to or alteration or change of any of such facilities shall be made until the plans, specifications, working drawings and proposals of the same showing the nature, kind, shape, height, materials and location thereof shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Design Review Committee of the Association appointed and operating pursuant to this Declaration and the By-Laws of the Association. In the event said Design Review Committee fails to approve or disapprove in writing such plans, specifications, working drawings and proposals within one hundred twenty (120) days after the date they are submitted to it, or in any event if no suit to enjoin the construction, addition, alteration or change has been commenced prior to completion thereof, approval will not be required and this Article V, Section 2 will be deemed to have been fully complied with.

Section 3. The Design Review Committee shall be composed of the Board of Directors of the Association, or at the Board of Directors' option, of three (3) or more representatives appointed by the Board of Directors for such terms as the Board of Directors may designate.

Members of the Design Review Committee shall not receive compensation for services rendered to the corporation but may be reimbursed for actual expenses incurred in the performance of their duties. The Design Review Committee is authorized to obtain the advice of an architect, engineer or other professional planner to assist it in the exercise of its duties.

## ARTICLE VI

### Covenants for Maintenance Assessments

Section 1. The Developers for each residential Lot owned by them hereby covenant and each Owner of any residential Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be and hereby is deemed to covenant and agree to pay to the Association: (a) annual assessments or charges; (b) special assessments for capital improvements, such assessments to be fixed, levied, established and collected from

time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on each such Lot and shall be a continuing lien on each such Lot against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be the personal obligation of the person or legal entity who was the Owner of each such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to such Owner's successor in title to the property against which such assessment was made unless expressly assumed by such successor.

Section 2. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in Hollymead and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the Living Units in Hollymead including but not limited to, the payment of taxes, insurance in regard to Association owned property, the Common Properties and the use thereof, repair, replacement and additions, and for the cost of labor, equipment, materials, management and supervision.

Section 3. The Association shall use such assessments and levies for the general purposes stated above, and in addition thereto shall be required to maintain and operate the following:

a. The Association shall maintain all open and Common Properties, including snow removal and grass cutting for the Common Properties. In addition the Association may provide street lighting where not provided by public authorities, and may provide a service for the collection of garbage and trash, and the cutting of grass and snow removal on the individual lots.

b. The Association shall operate or cause to be operated such recreational facilities as it seems appropriate, either by operating such facilities directly, or by licensing an individual or entity to operate such recreational facilities. The Association, or its licensee shall have the right to make such extra charges as it or they deem proper for the use of these recreational facilities.

c. The Association shall be charged with the general policing and control of Hollymead and its Common Properties and the Board of Directors of the Association shall have the power to make any reasonable regulations for the control of such and the prevention of nuisances within Hollymead and its Common Properties, including the authority to adopt a regulation that all dogs be confined to the property of the owner of the dog, unless it is leashed and under the control of an individual.

Section 4. Assessments shall be levied as to each Lot on the basis of the class of membership as is hereinafter set forth. The assessment for the Class B and the Class F member for any vacant Lot owned by a member of the respective Classes or any Lot owned superimposed with an unoccupied, unsold living unit structure shall not be less than twenty-five (25) percent of the annual assessment for a Class A member.

Section 5. Until January 1 of the year immediately following the conveyance of the first Lot to an owner, the maximum annual assessment shall be as follows for each class so designated:

- Class A - \$144.00 per Lot.
- Class B - As stated in Section 4 above, the assessment for the Class B member shall not be less than twenty-five (25) percent of the annual assessment for a Class A member for any vacant Lot owned by it or any Lot owned by it superimposed with an unoccupied, unsold living unit structure.
- Class C - \$144.00 per Lot or per Townhouse Lot located thereon, whichever is greater.
- Class D - \$144.00 per Lot or per Condominium Lot located thereon, whichever is greater.
- Class E - \$144.00 per Lot or per completed Living Unit located thereon, whichever is greater.

Class F - As stated in Section 4 above, the assessment for the Class F member shall not be less than twenty-five (25) percent of the annual assessment for a Class A member for any vacant Lot owned by it or any Lot owned by it superimposed with an unoccupied, unsold living unit structure.

From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year, to provide for increased costs caused by a rising cost of living, not more than five (5) percent above the maximum assessment for the previous year without a vote of the membership. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased by more than five (5) percent by a vote of more than two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. The Board of Directors may fix the annual assessments at an amount not in excess of the maximum.

Section 6. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Properties, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of more than two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 7. Written notice of any meeting called for the purpose of taking any action authorized under Section 5 or 6 of this Article shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 8. Both annual and special assessments must be fixed at a uniform rate within each class of membership and may be collected on a monthly, or quarterly, or annual basis. However, the amount of the assessment in any one year and from year to year may vary between undeveloped and improved Lots, between a Single Family Area and a Multiple Family Area (including Apartments and Condominiums), and between Single or Multiple Family Areas and areas devoted to other uses.

Section 9. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the Common Properties.

The annual assessment for each Lot upon which Living Units (whether Townhouse, Condominium, or multiple family structures) are completed subsequent to the commencement date fixed by the Board of Directors shall originally commence on the basis of a Lot alone until such time as each of said Living Units are completed. Said annual assessments as to each of said Living units shall commence on the first day of the calendar month subsequent to the date that such Living Unit is completed. Each Living Unit shall be considered completed at such time as it is sold or first occupied. The amount of the first year's assessment upon a Living Unit shall be an amount which bears the same relationship to the annual assessment per Living Unit as the number of months left in the year from the time the assessment commences as to said Living Unit bears to twelve.

Section 10. The Association's Board of Directors shall fix the date of commencement and the amount of the assessment against each Lot or Condominium Lot for each assessment period at least thirty (30) days in advance of such date or period and shall at that time prepare a roster of the Lots or Condominium Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall upon demand and for a reasonable charge at any time furnish to any Owner liable for said assessment a Certificate in writing signed by an officer of the Association setting forth whether the assessment on a specified Lot or Condominium Lot has

been paid. Such Certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

**Section 11.** If the assessments are not paid on the date when due, then such assessments shall become delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, become a continuing lien on the Lot or Condominium Lot which shall bind such properties in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. Said lien on the Lot or Condominium Lot may be enforced and foreclosed by action at law in the same manner as a mortgage. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of eight (8) percent per annum and the Association may bring an action at law against the owner personally obligated to pay the same, or to foreclose the lien against the Lot or Condominium Lot, and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action; and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided, and a reasonable attorney's fee to be fixed by the Court, together with the cost of the action. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Properties or abandonment of his Lot.

**Section 12.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon a Lot or Condominium Lot subject to assessments; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of a Lot or Condominium Lot pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure, such sale or transfer shall not release a Lot or Condominium Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessments.

**Section 13.** The following property subject to this Declaration shall be exempt from the assessments, charges and liens created herein:

a. All properties to the extent of any easement or other interest therein dedicated to and accepted by the State of Virginia or any agency or political subdivision thereof and devoted to public use.

b. All Common Properties as defined in Article I, Section 5, hereof.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

## ARTICLE VII

### Exterior Maintenance

**Section 1.** In the event that an Owner of any Lot in Hollymead which is subject to assessment shall fail to maintain the premises or to maintain or repair the exterior of any improvements situated thereon in a manner satisfactory to the Association's Board of Directors, then the Association, upon approval of a resolution to do so by a two-thirds (2/3) vote of all the members of the Board of Directors, may provide exterior maintenance upon said Lot, and the improvements situated thereon, as follows: paint, repair, replace, and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, driveways and all other exterior improvements.

**Section 2.** The cost of such exterior maintenance or repair shall be assessed against the Lot upon which maintenance is done and shall be added to and become a part of the annual maintenance assessment or charge to which such Lot is subject under Article VI hereof; and as part of such annual assessment or charge, it shall be a lien or obligation of the Owner and shall become due and payable in all respects as provided in Article VI hereof; provided that the Board of Directors of the Association, when establishing the annual assessment against each Lot for any assessment year as required under Article VI hereof, may add thereto the estimated cost of the exterior maintenance or repair for that year but shall thereafter make such adjustment with the Owner as is necessary to reflect the cost thereof.

**Section 3.** For the sole purpose of performing the exterior maintenance or repair authorized by this Article, the Association through its duly authorized agents, employees or contractors, shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours of any day.



ARTICLE VIII

General Protective Covenants and Restrictions and Easements

Section 1. The following shall apply to both commercial and residential property:

a. No noxious or offensive activity shall be carried on upon any Lot or upon the Common Properties nor shall anything be done thereon which may be or may become a nuisance to persons residing in Hollymead.

b. No fence, wall, tree, hedge, or shrub planting shall be maintained in such manner as to obstruct sight lines for vehicular traffic.

c. No owner of any Lot shall store any material in or on the Common Properties without the prior written consent of the Association.

Section 2. The following shall apply to residential property:

a. No sign shall be placed on any Lot except that one "for sale" sign may be placed on any Lot.

b. No birds, animals or insects shall be kept on any Lot or Site except not to exceed 2 dogs, not to exceed 2 cats and other common household pets, provided that they are not kept, bred or maintained for any commercial purposes.

c. No profession or home industry shall be conducted in or on any Lot or Site without the specific written approval of the Association. The Association in its discretion, upon consideration of the circumstances in each case, and particularly the effect on surrounding property, may permit a Lot or Site to be used in whole or in part for the conduct of a profession or home industry. No such profession or home industry shall be permitted, however, unless it is considered by the Association to be compatible with a high quality residential neighborhood.

d. No clothing, laundry or wash shall be aired or dried on any portion of the residential property in an area exposed to view from any other Lot in a residential property area. Drying areas will be permitted only in locations approved by the Board of Directors of the Association and only when protected from view by screening or fencing approved by the Board of Directors of the Association.

e. Nothing shall be altered or constructed in or removed from the Common Properties, except upon the prior written consent of the Association.

f. There shall be no violation of the rules and regulations for the use of the Common Properties adopted by the Association and furnished in writing to the Owners, and the Association is authorized to adopt such rules and regulations.

g. No portion of the residential property shall be used except for residential purposes and for incidental or accessory thereto and except for model homes used by the Developers of Hollymead or by other contractors with the written permission of the Developers.

h. If a connection to a master antenna is available at the lot line, no television or radio antenna shall be located on such lot exposed to view from any other lot in a residential property area, unless approved by the Board of Directors of the Association.

Section 3. Easements for the installation and maintenance of underground utilities, supply and transmission lines are reserved to the Developers of Hollymead, their successors and assigns, through all areas shown on the attached plat or any subsequent plat, whether within the boundaries of residential lots or in common areas, excepting only approved building and residential driveway areas. Such easements shall included the right of ingress and egress, provided that any damage resulting form the installation, maintenance or repair of an underground utility, supply or transmission line, or drainage facility shall be promptly rectified at the expense of the corporation or authority which directed the entry.

ARTICLE IX

Non-Discrimination

Any person, when he becomes an Owner, agrees that neither he nor anyone authorized to act for him will refuse to sell or rent, after the making of a bona fide offer, or refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny any of the property owned by him in Hollymead to any person because of race, color, religion, sex or national origin. Any restrictive covenant affecting the property covered by this Declaration relating to race, color, religion, sex or national origin, which is inconsistent with this Article IX, is recognized as being illegal and void and is specifically disclaimed.

ARTICLE X

General Provisions

Section 1. The covenants, conditions, restriction and easements of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association

or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date of this Declaration is recorded, after which time said covenants, conditions, restrictions and easements shall be automatically renewed for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than ninety (90) percent of the Owners and thereafter by an instrument signed by not less than seventy-five (75) percent of the Owners. Any amendments must be properly recorded.

**Section 2.** Any notice required to be sent to any Association member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed postpaid to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

**Section 3.** Enforcement of these covenants, conditions and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain violation or to recover damages and against the land to enforce any lien created by these covenants; and failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

**Section 5.** In the event that the Developers have obtained the approval of the Federal Housing Administration and/or the Veterans Administration of the Hollymead Planned Unit Development in order that Hollymead be eligible for FHA and/or VA financing and as long as the Association has a Class F Membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mortgaging of Common Properties, dedication of Common Properties and amendment of this Declaration of Covenants, Conditions and Restrictions.

**Section 6.** All members of the Association and all persons not members of the Association who reside within Hollymead as tenants of Association members shall have the right to apply for membership in any recreational facilities, such as swimming pools, tennis courts, or golf courses situated upon the Common Properties; provided, however, that such rights may be suspended for a period not to exceed sixty (60) days for failure to pay when due such fees or admission charges as may be imposed under Article IV, Section 2.d. of this Declaration or for failure to abide by any rules or regulations adopted and published pursuant to Article IV, Section 2.e. of this Declaration.

**Section 7.** For the purposed of this Declaration, any developed Lot in Hollymead shall be deemed to be residential or commercial as the case may be in accordance with the use to which the Lot is put, and any undeveloped Lot in Hollymead shall be classified residential or commercial as the case may be in accordance with the site plans and zoning approvals of the County of Albemarle, Virginia. For the purposes of this section the term residential shall include lots designated for single family or multi-family use.

**Section 8.** No Cluster Association shall be organized with respect to any portion of Hollymead except with the consent of the Developers.

IN WITNESS WHEREOF the Declarants, North Corporation and Charles Wm. Hurt have executed this Declaration this 22nd day of June, 1973.

NORTH CORPORATION  
by: Charles Wm. Hurt (ss)  
President

ATTEST:

Marilyn D Steuber(ss)  
Secretary

Charles Wm Hurt (ss) (SEAL)  
Charles Wm. Hurt

STATE OF VIRGINIA

COUNTY OF ALBEMARLE

The forgoing instrument was acknowledged before me this 22nd day of June, 1973 by Charles Wm. Hurt, as President of North Corporation, a Virginia corporation, on behalf of the corporation, and as an individual.

/s/ Stuart F. Carwile \_\_\_\_\_  
Notary Public

My commission expires: July 14, 1975.