

THIS DECLARATION of Protective Covenants for Rapidan Forest is made this 29<sup>TH</sup> day of DECEMBER 1992 by George W. Walker ("Developer"), and provides:

1. Recitals: The Developer owns the property in Green Spring District, Louisa County, Virginia, shown on a plat by Robert W. Timberlake dated JUNE 12, 1992 as Rapidan Forest (the "Plat"), attached to this Declaration and incorporated in this Declaration by reference.

This is the same property conveyed to the Developer by deed dated AUGUST 21, 1992 from Wallace F. Holladay, Sr. and Wilhelmina C. Holladay husband and wife, recorded in Louisa County Circuit Court, Clerk's Office, in Deed Book 435 page 495.

2. Purpose: The purpose of this Declaration is to establish tracts for residential homesites for family vacationing and living in a protected rural environment. The covenants, in particular, are intended to protect and promote privacy, property values, a peaceful rural lifestyle and an environment of harmony among the proposed homesites and the present forest and river ecosystem.

3. Establishment: The Developer does hereby establish Rapidan Forest as a subdivision under the Louisa County Subdivision Ordinance, and as shown on the said plat.

4. Protective Covenants: The lots in the subdivision are hereby made subject to the following restrictive covenants, which shall run with the land as appurtenances, binding upon all present and future lot owners:

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(a) There shall be not more than one (1) dwelling house for each parcel. No single wide mobile home may be placed on any lot.

(b) A 50 foot strip of forest cover shall be maintained along both sides of all creeks and streams, except in areas where roads and utility easements cross said creeks and streams.

(c) MOTOR VEHICLES. No inoperative or unlicensed vehicles shall be kept on any lot, unless in an approved structure on such lot.

(d) Any structure erected on any lot must comply with any and all governmental regulations.

All plans for construction of buildings, residential units, houses, stables, fences, etc. on said property shall be submitted to the Developer or his appointee for approval before construction may commence. If said plans are not disapproved in writing within

thirty days by letter directed to the owner of said property, then the said plans shall be deemed to have been approved.

(e) Any slide-in camper or camper shell designed by its manufacturer to be used on and/or transported on a truck may not be removed from the truck and left unattended on any lot, unless housed in an approved structure on such lot.

(f) **SUBDIVISION OF LOTS.** No lot may be further subdivided to create additional building parcels. Lot lines may be relocated for exchanges of land between lot owners subject to the approval of the County of Louisa.

(g) **LIVESTOCK.** No livestock may be kept on any lot, except horses for personal use and enjoyment. Common household pets are exempted from this restriction.

(h) No lot may be cleared for building, improvements, septic field or any other purpose, more than 1/3 of its total area, except under a landscaping or reforestation plan approved in advance by the Developer in writing or under paragraph 5.

(i) No satellite TV reception dish shall be erected in the front yard of any house or within 400 feet of any public road unless located behind the primary residence.

5. **Easements:** Easements for drainage and utilities are reserved to the Developer.

Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the directions or flow of drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously for which a public authority or utility company is responsible.

6. **Nuisance:** No nuisance shall be maintained on any lot, nor shall any activity be conducted on any such lot which shall become an annoyance to the neighborhood. Each lot shall be maintained in good repair and in an orderly fashion and, in the event of a violation of this covenant, the Developer or its successors or assigns may, at its option, in addition to whatever remedies it may possess under the laws of the State of Virginia, may clean, maintain or repair such lot and charge the owner of such lot for the maintenance and repair.

7. **Utilities:** The Developer reserves the right to grant easements for right-of-way for public utilities, including electric, telephone and CATV over and under such lot. The easements width shall be that required by the respective utility company for placement of its poles, wires,

cables or conduits. The location of utility easement shall be as near as practicable to the easements for right-of-way shown on the subdivision plats. This reservation expressly includes the right to cut any trees, bushes or shrubbery, make any grading of the land or undertake similar action reasonably necessary to provide for utility installation.

8. Private Road Ownership, Maintenance, Repair and Assessment: The lot owners shall all be members of a non-profit association, the purpose of which shall be to provide for the maintenance of the land within all of the street right-of-ways.

(A) All lot owners are members of the said non-profit association. Membership in the said non-profit association shall be mandatory for all property owners, present and future.

(B) The lot owners shall, on behalf of themselves, their heirs, personal representatives, successors and assigns, construct, maintain in good and safe condition, and repair the driveways serving their respective lots so as to not interfere with the street right-of-ways.

(C) If a lot owner, or such lot owner's agent, family member, guest, business or professional or personal invitee causes damages to the said street and/or right-of-way, other than ordinary wear and tear, such lot owner shall be required to repair such damages and bear the costs thereof exclusively.

(D) Each lot owner hereby grants to the other lot owners a temporary construction easement across the lot owned by such lot owner for the purpose of construction, maintenance and repair of the street and/or right-of-way.

(E) Each lot owner shall pay a yearly assessment of \$100.00. (Developer shall be exempt from the said assessments.) The yearly assessment may be increased or decreased by a majority of the lot owners, their successors and assigns (one vote per lot); which vote shall be held at a meeting of the said lot owners which, meeting shall be held following the mailing postage prepaid by first class mail no less than fifteen (15) days prior to the date of the said meeting, or by delivery in person at least five (5) days prior to the said meeting. The notice shall state the time, date, place and purpose of the meeting. Payments shall be due and payable on or before March 1 of each and every year following the recordation hereof. Developer will maintain Spring Hill Drive until such time as all lots in Rapidan Forest are sold by Deed or Contract for Deed. Excessive

damage or maintenance under clause "C" above will be handled as described therein. At that time, the road and its maintenance will be turned over to the Lot Owners Association.

(F) Any costs of repairs, maintenance and/or improvements shall be paid from the yearly assessments. If this fund shall be insufficient the lot owners shall share in the cost of such maintenance and repair on a pro rata basis. The cost shall be based upon the number of lots owned regardless of the nature of the lot owners interest, with the exception of the Developer, which shall be exempt therefrom.

(G) The majority of those members present at a duly held meeting shall constitute a quorum. The members present shall elect a committee of officers of the said non-profit association to collect, keep and disburse all monies collected for the repair, maintenance and/or improvements of the said street and right-of-ways as directed by said lot owners. A majority of those members present at a duly held meeting shall determine if repair, maintenance, and/or improvements are necessary or desired, and shall through the above committee contract for the said same.

(H) Any unpaid yearly assessment or pro-rata share unpaid following sixty (60) days of the billing hereof, and following a thirty (30) day notice given after the said sixty (60) days, a certificate of non-payment may be recorded with the land records of the appropriate jurisdiction and shall become a lien against the said lot for the amount stated in the certificate together with interest at the legal rate, costs and reasonable attorney's fees. Upon the recordation, the said lien shall be prior to any deeds of trust or other recording subsequent to the recordation of the said certificate. Such lien may be enforced by the committee, the lot owners who have paid their assessment, or by the person or business providing the repair, maintenance and/or improvements to the street and right-of-ways.

9. The Developer or his Appointee reserve the right to dedicate the roads to public use without the necessity of jointer or any other party and to grant to others the right to use the road over and through Rapidan Forest without the joinder of any other party.

10. Term: These covenants are to run with the land and shall be binding on all owners of lots in Rapidan Forest and all persons claiming under them for a period of twenty years from the date these covenants are recorded, after which time these covenants shall be automatically



extended for successive periods of ten years, unless an instrument signed by owners representing a majority of Rapidan Forest lots shall be recorded changing these covenants in whole or in part. Items 8 and 9 above shall survive even though other covenants, restrictions, and reservations hereunder may expire.

11. Enforcement: Enforcement shall be by proceedings at law or in equity by any lot owner or the Developer, its successors or assigns, against any person or persons violating or attempting to violate any covenant, either to restrain violations or to recover damages. If successful, the person or person attempting to enforce these restrictions shall be entitled to recover their costs and expenses, including but not limited to reasonable attorney fees.

12. Any of these restrictions may be released in part or in full by the sole act of the Developer or his Appointee.

13. Developer: The Developer as used in this Declaration shall mean the present Developer, its successors and assigns. After all lots are sold and the roadways are turned over the Lot Owners Association, that Association shall become the Developer.

WITNESS the following signatures and seals:

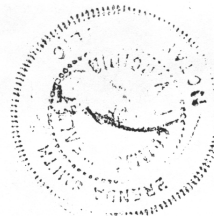
STATE OF VIRGINIA

COUNTY OF LOUISA to-wit:

The foregoing document was acknowledged before me this 29th day of December, 1992 by George W. Walker

*Dorothy Smith*  
NOTARY PUBLIC

My commission expires: 12/31/94.



VIRGINIA: In the Clerk's Office of the Circuit Court of Louisa County December 29 1992. This Declaration of Covenants that was this day received in said office, and, upon the certificate of acknowledgement thereto annexed, admitted to record at 9:49 o'clock A. M. Teste: Lisa W. Lupton Deputy Clerk 5