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**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR PARKSIDE VILLAGE**

This Declaration, is made this 7th day of November, 2000, by Weather Hill Homes Ltd., a Virginia corporation, (the "Developer").

WITNESSETH:

The Developer is the owner of certain real property located in Albemarle County, Virginia, known as Tax Map 56, Parcels 57A and 57A(1), and the Developer desires to create thereon a subdivision known as "Parkside Village".

In furtherance of its creation, the Developer wishes to subdivide said property and subject the subdivided parcels to the covenants, conditions, and restrictions provided for herein.

NOW THEREFORE, the Developer declares that the property shown on the subdivision plat attached hereto titled "Subdivision Plat Parkside Village Phase I", dated September 11, 2000, and prepared by Roudabush, Gale & Associates (the "Plat"), is subject to the provisions of this Declaration and to such supplementary covenants, conditions, and restrictions as may be hereafter imposed upon such real properties pursuant to the provisions of this Declaration.

ARTICLE I - DEFINITIONS

The following words, when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

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Section 1.01 "ASSESSMENTS" shall mean and refer to collectively, to the extent applicable to any lot or parcel, to the charges, fees, and lien of Community Assessments and Damage Assessments.

Section 1.02 "ASSOCIATION" shall mean and refer to the Parkside Village Homeowner's Association, Inc., a Virginia non-stock corporation.

Section 1.03 "BOARD OF DIRECTORS" shall mean and refer to the duly elected Board of Directors of the Association.

Section 1.04 "BYLAWS" shall mean and refer to the duly adopted corporate Bylaws of the Association as the same may be amended from time to time.

Section 1.05 "CERTIFICATE OF TERMINATION OF INTEREST IN PARKSIDE VILLAGE" shall mean and refer to a certificate recorded among the land records of Albemarle County, Virginia, by the Developer which certifies that the Developer has terminated its interest as Developer in Parkside Village.

Section 1.06 "COMMON PROPERTIES" shall mean and refer to all real property, and improvements thereon, and all personal property owned by the Association, or in which the Association has a leasehold interest, license, or other interest therein, or over which the Association has an easement for maintenance. Common Property shall include, but not be limited to, sidewalks, Indigo Alley, and all common open space tracts shown on the Plat.

Section 1.07 "COMMUNITY ASSESSMENTS" shall mean and refer to those assessments imposed upon Lots for Parkside Village purposes pursuant to the provisions of this Declaration, or any supplementary Declaration.

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Section 1.08 "DECLARATION" shall mean and refer to the covenants, conditions, and restrictions and all other provisions herein set forth in this entire document, as may from time to time be amended or supplemented.

Section 1.09 "DEVELOPER" shall mean and refer to Weather Hill Homes Ltd., a Virginia corporation, and its successors or assigns; provided, however, that no successor or assignee of the Developer shall have any rights or obligations of the Developer hereunder unless such rights and obligations are specifically set forth in the instrument of succession or assignment or unless such rights and obligations pass by operation of law. In the event that another entity other than Weather Hill Homes Ltd. comes to stand in the same relationship to the Parkside Village development as Weather Hill Homes Ltd., that entity shall hold and possess the same rights and obligations as if it were originally named in this Declaration as the Developer.

Section 1.10 "FOUNDING DOCUMENTS" shall mean and refer to the Articles of Incorporation of the Association, this Declaration, supplementary Declarations, and the Association's Bylaws, all as initially drawn by the Developer and filed and recorded, as the case may be, and all as may be duly amended from time to time.

Section 1.11 "GOVERNING DOCUMENTS" shall mean and refer, collectively and severally, to the Founding Documents and rules and regulations as such may be amended from time to time.

Section 1.12 "INDIGO ALLEY" shall mean and refer to that access easement shown on the Plat as "Indigo Alley".

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Section 1.13 "LOT" shall mean and refer to any plot of land numerically designated and shown or described on any recorded plat within the real property which is subject to this Declaration, with the exception of the Common Properties.

Section 1.14 "MEMBER" shall mean and refer to all those Owners of Lots, as herein defined, who are members of the Association in accordance with Articles III and VI of this Declaration, to the Developer for so long as it is a Member, whether or not it is an Owner at any given point in time.

Section 1.15 "OWNER" shall mean and refer to the record Owner whether one or more persons or entities, including the Developer, of the fee simple title to any Lot.

Section 1.16 "PARKSIDE VILLAGE" shall mean and refer to all real property which is hereby subjected to this Declaration.

Section 1.17 "ROADS" shall mean and refer to the roads and streets located in Parkside Village and designated on the Plat by name. Roads are dedicated on the Plat to public use and shall be maintained by the Virginia Department of Transportation (herein "VDOT").

Section 1.18 "SUPPLEMENTARY DECLARATION" shall mean and refer to any Declaration of Covenants and Restrictions which may be recorded by the Developer which extends the provisions of this Declaration to additional real property; which imposes additional, modified, supplementary, or complimentary provisions, covenants, restrictions, or conditions upon the real property when subject to this Declaration, as the context may require.

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ARTICLE II - PROPERTY SUBJECT TO THIS DECLARATION

Section 2.01 EXISTING PROPERTY. The real property which is shown on the Plat which will include all of the following:

- A. Property owned by Developer;
- B. Property owned by the Members of the Association;
- C. Property owned by the Association.

ARTICLE III - ASSOCIATION

Section 3.01 ASSOCIATION. The Developer will cause to be incorporated a corporation known as Parkside Village Homeowner's Association, Inc., a Virginia non-stock corporation, in accordance with its Articles of Incorporation, to be filed with the Virginia State Corporation Commission, and its Bylaws. The Association shall have the duties imposed in the Articles of Incorporation, by Bylaws, this Declaration, and all Supplementary Declarations. The Association, is, or will become, vested with primary authority and control over all common properties and is and may become the owner of other real property known as the Common Properties. The Association is the organization with the sole responsibility to make and collect assessments from all Owners and the Developer, which assessments will be made in accordance with Article IV. The Association shall have the right to a lien for the charges and assessments to which it is entitled in accordance with Article IV of this Declaration.

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ARTICLE IV - COVENANTS AND ASSESSMENTS

Section 4.01 CREATION OF ASSESSMENT LIEN. Recognizing that the operation and management of the Common Properties results in benefit to all of the Members and that the payment of such common expenses represented by the Community Assessments levied and collected by the Association is necessary in order to preserve, operate, manage, and protect the Parkside Village Properties, the Developer hereby covenants, and each Owner by acceptance of a deed or other instrument of conveyance therefore, including any purchaser at a judicial or trustee's sale, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association:

- A. All annual Community Assessments, fees and charges;
- B. All special Community Assessments for capital improvements, major repair and/or extraordinary maintenance and/or other extraordinary items, including but not limited to, operating deficits deemed necessary by the Board of Directors which are beneficial to all or part of the Common Properties;
- C. Maintenance Assessments in the event such assessments are levied pursuant to Section 4.04;
- D. Damage Assessments in the event such assessments are levied pursuant to Section 4.08.

All of the foregoing are collectively referred to herein as "Assessments".

Section 4.02 PERSONAL OBLIGATION OF ASSESSMENTS. Assessments, together with interest thereon and costs of collection thereof, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment first became due and payable. In the case of co-ownership of a Lot, all of such Co-Owners shall be jointly and severally liable for the entire amount of the Assessment. All purchasers of Lots, by acceptance of

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an instrument of conveyance, waive on behalf of themselves, their successors and assigns, all rights to any homestead exemption under the laws of the Commonwealth of Virginia with respect to their personal obligation for the payment of Assessments and to the enforcement of the lien for Assessments. The personal obligation for all unpaid delinquent Assessments shall not pass to an Owner or the Developer, successors in title, unless expressly assumed by such successor in writing, which assumption must be approved by the Association in writing. The lien for delinquent Assessment shall remain attached to the Lot until discharged, as provided herein.

Section 4.03 INTEREST ON AND COSTS OF COLLECTION OF ASSESSMENTS: RIGHT TO ACCELERATE. The lien for Assessments provided for in Section 4.01 shall also secure all Interest and Costs of Collection, including a reasonable attorney's fee, whether suit be brought or not, which may be incurred by the Association, in enforcing said lien. Any Assessment which is not paid when due shall bear interest from the date when due until paid at 15% per annum or the highest rate allowable by law. In the event that any Member is more than 45 days delinquent in the payment of any Assessment, the Association is hereby granted the right and power to accelerate the balance of the calendar year's Assessments and to consolidate said balance with any delinquent amount.

Section 4.04 PURPOSE OF ANNUAL COMMUNITY ASSESSMENTS. All annual Community Assessments levied by the Association and any other community revenues received by the Association shall be used exclusively to promote the benefit of the Owners of Lots, their guests and invitees; to promote the health, safety, and welfare of the Members; to establish a residential community for the maximum benefit and enjoyment of all Owners; and in

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particular, to acquire, lease, improve, purchase, construct or reconstruct, repair or replace, maintain and operate the Common Properties.

Section 4.05 BASIS FOR ANNUAL COMMUNITY ASSESSMENTS. For annual Community Assessment purposes their shall be three classes of assessable units, all of which shall be assessed at a uniform rate within each class.

- Class I:** All residential units and undeveloped lots shall be assessed at 100% of the general assessment rate, except as set forth below.
- Class II:** All residential units for which a certificate of occupancy has been issued by Albemarle County, Virginia but which have never been occupied and are still owned by the Developer shall be assessed at 25% of the general assessments rate, commencing 30 days after issuance of the certificate of occupancy.
- Class III:** All Lots owned by the Developer which have not been developed to the level of the Class II provision, or have not been conveyed to a purchaser, shall be assessed at 10% of the general assessment rate.

Section 4.06 SPECIAL COMMUNITY ASSESSMENTS. The Association may levy in any assessment year one or more Special Community Assessments for the following purposes:

- A. Construction or reconstruction, repair or replacement of capital improvements upon the Common Properties, including the necessary fixtures and personal property related thereto;
- B. For additions to the Common Properties;
- C. To provide for the necessary facilities and equipment to offer the services authorized herein;
- D. To repay any loan made to the Association to enable it to perform the duties and functions authorized herein; and

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- E. To provide for any operational deficits or other extraordinary or unbudgeted items.

Nothing contained in the section shall preclude the Association from paying or providing funds for any of the purposes in Sub-paragraphs (A) through (E), inclusive, from annual Community Assessments. Such Special Assessments shall be levied against all Members at the rate of Assessment approved by the Board of Directors, which rate shall be equal within the Classes of Assessment set forth in Section 4.05. For as long as the Developer is a Member of the Association, no Special Community Assessment shall be levied against the Members without the prior written consent of the Developer.

Section 4.07 RESERVE FUNDS. The Association may establish Reserve Funds from its regular annual Assessments to be held in reserve in an interest bearing account or in investments as a reserve for:

- A. Acquisition or purchase of Common Properties;
- B. Major rehabilitation or major repairs of the Common Properties;
- C. For emergency and other repairs required as a result of storm, fire, natural disaster, or other casualty loss;
- D. Initial cost of any new service to be performed by the Association.

Section 4.08 ASSESSMENT FOR DAMAGES OR INJURY TO COMMON PROPERTIES. The Board of Directors shall have the right and obligation to assess any Member for damage or injury caused by such Member, whether as a result of inadvertence or accident, misfeasance, non-feasance, negligence, or wilful conduct, to the Common Properties, whether real or personal. For the purposes of this section, any damage caused by the spouse, children, or other relatives of a Member, any guests, tenants or invitees of a Member, and in the

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case of a Member which is a corporation, trust, partnership, or other entity, any person who is a shareholder, officer, beneficiary, or partner, etc., as the case may be, of such Member and any relative of such shareholder, officer, beneficiary, or partner, and their guests, tenants and invitees, shall be deemed to have been caused by such Member.

Any such Assessment made against a Member pursuant to the provisions of this Section, shall be made in accordance with the procedures set forth in the Governing Documents, and shall be payable on demand. The decision of the Board of Directors shall be final and binding on the Association, the Member, and the Developer.

ARTICLE V - PROPERTY RIGHTS IN THE COMMON PROPERTIES AND LOTS

Section 5.01 MEMBERS, EASEMENTS OF ENJOYMENT, AND

COMMON PROPERTIES. Subject to the provisions of this Declaration, the rules and regulations of the Association, and to the payment of any fees or charges established by the Association, for certain purposes as set forth in the governing documents of the Association, every Member and every Member's spouse and children, and every guest of a Member shall have a right of easement of enjoyment in and to the Common Properties, and such easement shall be appurtenant to and shall pass with the title of every Lot. Common Properties established for recreational purposes shall provide passive park activities with improvements such as walkways, picnic tables, swing sets and benches.

Section 5.02 EXTENT OF MEMBERS' EASEMENTS. The rights and easements of enjoyment created hereby shall be subject to the following:

- A. The right of the Association to borrow money from any lender;

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- B. The right of the Association to suspend the rights and easements of enjoyment of any Member, tenant, or guest of any Member, for any period during which the payment of any Assessments against such Member's Lot remain delinquent, and for any infraction or violation of the provisions of the governing documents;
- C. The Board of Directors of the Association shall have the power to place any reasonable restrictions upon the use of the Common Properties;
- D. The right of the Association to dedicate or transfer to any public or private utility, utility or drainage easements on any part of the Common Properties;
- E. The right of the Association to prescribe through its rules and regulations:
 - i. Limitations on the number of guest any Member may have at Parkside Village and restrictions on the rights and privileges of such guests; and
 - ii. Limitations on the right of any Member, or any guests, tenant or family member of a Member to keep any pets in, or on, any of the Common Properties.
- F. The easements created, reserved and otherwise provided for in Section 5.03 and Section 5.04.

Section 5.03 GENERAL RESERVATION OF EASEMENTS. Except as limited by any deed, the Developer reserves unto itself, its successors and assigns, a perpetual and alienable easement and right-of-way above ground and underground through all areas subject to this Declaration and Supplementary Declaration, whether within the boundaries of Lots or Common Properties, and excepting only approved building areas, to construct, maintain, inspect, replace and repair any and all utilities or drainage easements, including but not limited to cable television, together with the right of ingress and egress to all such facilities and easements for the construction and maintenance thereof. The easements provided for in this section and in Section

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5.04 shall include the right to cut any trees, brush and shrubbery, make any grading of soil, and take other similar action reasonably necessary. The rights herein reserved may be exercised by any licensee of Developer, but shall not be deemed to impose any obligations upon the Developer to provide or maintain or be responsible for the lapse or temporary interruption of services except as herein otherwise provided. Any damage to property resulting from the use of the easements hereby reserved shall be promptly rectified at the expense of the entity responsible for such use.

Section 5.04 SPECIFIC RESERVATION OF EASEMENTS. Without limiting the general reservation of easements provided for in Section 5.03, each of the following easements are hereby reserved and otherwise created and conveyed in favor of the Association, all Members, the Developer, and their respective licensees, invitees, grantees, successors, and assigns and are covenants and servitude running with the title to land:

- A. **Utilities:** An easement for utilities, as set forth on, or in, any plat, or any declaration of condominium filed as to all, or any part, of the Parkside Village properties, or as may be required for utility services including storm water management, in order to adequately serve all, or any part of Parkside Village and all improvements thereon. All utility easements will be centered on as built improvements.
- B. **Pedestrians and Vehicular Traffic:** An easement for pedestrian and vehicular traffic over, through, and across the Common Properties. The easement hereby reserved is for the use of the general public as well.
- C. **Alleys:** An easement for pedestrian and vehicular traffic over, through, and across Indigo Alley.
- D. **Sight Easements:** Easements as shown on the Plat for sight distance requirements for the Roads in Parkside Village.
- E. **Sidewalks:** An easement for pedestrian traffic over, through, and across the sidewalks shown on the Plat.

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- F. **Construction:** An easement to enter upon, through, and over and to use any portion of the Common Properties in connection with any construction in Parkside Village.
- G. **Inspection:** An easement for the benefit of the Association, its authorized personnel or any employment or agent of the above to enter upon any Lot to determine compliance by the Owner of such Lot with the governing documents. Except in the case of emergencies, the Association shall give the Owner 10 day's notice of its intent to exercise its rights of inspection.

Section 5.05 OWNERSHIP OPTIONS IN CERTAIN PROPERTIES. The Declarant, Association, Owners and Members hereby covenant and agree that the open space tract containing 0.410 acres as shown on the Plat shall be conveyed to the entity that owns and over sees Claudius Crozet Park, upon request of said entity. This agreement to convey said parcel shall expire upon the two (2) year anniversary after the date of recording this Declaration in the Clerk's Office of the Circuit Court of Albemarle County.

The Developer, Association, Members, and Owners hereby covenant and agree, that those tracts designated on the Plat as "Common Open Space", shall be dedicated to public use upon the request of the County of Albemarle.

ARTICLE VI - POWERS AND DUTIES OF THE ASSOCIATION

Section 6.01 BOARD OF DIRECTORS. The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not, by the Declaration or by the Bylaws, required to be exercised and done by the Members of the Association. In addition to the duties imposed by the Founding Documents or by any resolution of the Association that may hereafter be adopted, the

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Board of Directors shall perform and discharge on behalf of the Association the duties and powers listed in Section 6.02 hereof.

Section 6.02 POWERS AND DUTIES. The Power and Duties of the Association shall include, but not be limited to, the following:

- A. To provide for the operation, care, upkeep and maintenance of all of the Common Properties, and the services provided by the Association;
- B. To make, levy, and collect Assessments of any type, in accordance with the terms and provisions of the Founding Documents;
- C. To prepare and adopt an annual community budget;
- D. To make and amend rules and regulations, provided that the same are not in conflict with the Founding Documents;
- E. To employ a "managing agent" for the Association at a compensation to be established by the Board of Directors;
- F. To furnish a disclosure statement upon the receipt of a written request therefore from any Owner as required by law;
- G. To borrow money on behalf of the Association, when required, in connection with the operation, care, upkeep, and maintenance of the Common Properties;
- H. To enforce by legal means the provisions of the governing documents and act on behalf of the Members with respect to all matters arising out of any eminent domain proceeding pertaining to the Common Properties;
- I. To cause an audit to be made annually of the fiscal affairs of the Association;
- J. To obtain and carry insurance against casualties and liabilities, pay the premiums therefore and adjust and settle any claims thereunder;

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- K. To do and perform all such other acts and things permitted and to exercise all powers granted to a non-stock corporation under the laws of the Commonwealth of Virginia as those laws now exist or as they may hereafter provide.

ARTICLE VII - MAINTENANCE OF PARKSIDE VILLAGE

Section 7.01 MAINTENANCE OF GROUNDS. The Association shall be responsible for the maintenance and upkeep of the Common Properties and the cost of such maintenance and upkeep shall be allocated among the Owners as the Association Board of Directors determines. The Developer shall bear the expense of the initial seeding and landscaping of the Common Properties.

Section 7.02 MAINTENANCE OF RIGHTS-OF-WAY, WALKWAYS, SIDEWALKS AND STREET TREES.

- A. The Association shall be responsible for the maintenance, repair, snow removal, upkeep and resurfacing of all driveways and walkways located on Common Properties.
- B. The Association shall be responsible for the maintenance, repair, snow removal, upkeep and resurfacing of all sidewalks located in Parkside Village.
- C. The Association shall be responsible for the maintenance, repair, snow removal, upkeep and resurfacing of Indigo Alley.
- D. The Association shall be responsible for the maintenance and replacement of street trees located adjacent to the public streets within the Road rights-of-way in Parkside Village.

Section 7.03 MAINTENANCE BY AN OWNER. Owners of Lots shall perform such maintenance, repair and upkeep, and shall keep his Lot and any improvements thereon in good order, condition, and repair. As to any item of maintenance or repair to the

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improvements on a Lot, the Association may provide such maintenance, upkeep or repair, as in the opinion of the Board of Directors is required, and the cost thereof shall be assessed against the Owner of such Lot (maintenance assessments), which will be separate and apart and in addition to any other Community Assessments imposed in accordance in Article IV of this Declaration.

Section 7.04 EASEMENT FOR MAINTENANCE. For the purpose of performing the maintenance on improvements to Lots required, or permitted, by the Founding Documents within Parkside Village, the Association, through its duly authorized agents or employees, shall have a permanent non-exclusive easement to enter upon for the purpose of performing maintenance on such Lot, or any adjacent Lot.

Section 7.05 MAINTENANCE STANDARD. Common Properties shall be maintained at least to the level of completion that exists at the time bonds held by the County of Albemarle are released. No public agency, including VDOT and Albemarle County, will be responsible for maintaining Common Properties.

ARTICLE VIII - MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 8.01 MEMBERSHIP. Every Owner of a Lot or parcel which is subject to the provisions of this Declaration shall be a Member of the Association. Membership in the Association shall be appurtenant to, and may not be separated or alienated from, ownership of Lots. Membership in the Association shall be automatically terminated when a Member divests himself, or is divested, of all fee ownership interest in his Lot.

