

MASTER DECLARATION OF PROTECTIVE COVENANTS
OF SECTION III, LOTS 62 - 82,
TANYARD SUBDIVISION
TOWN OF LOUISA, VIRGINIA

THIS DEED OF DECLARATION, made this 15th day of August, 1988, by LAWRENCE D. KAVANAGH, JR. and JUDITH M. KAVANAGH, husband and wife, hereinafter referred to as "Declarants".

WITNESSETH:

WHEREAS, Declarants are the owners in fee of certain real property located in the Town of Louisa and the County of Louisa, State of Virginia, and commonly known as "Glen Marye Farm"; and

WHEREAS, the Declarants intend to sell from time to time lots or parcels of land from Glen Marye Farm; and

WHEREAS, the Declarants desire to have this Declaration of Protective Covenants serve as a Master Declaration to facilitate the designation in Contracts of Sale and Deeds of Bargain and Sale of specific property (hereinafter "designated lot(s)") to be subject to the benefits and burdens of this Master Declaration, by incorporating by reference in said documents this Master Declaration;

NOW THEREFORE WITNESSETH: This Declaration shall be deemed to apply to and to thereafter run with (and to only apply to and thereafter run with) those specific lots or parcels of land sold and/or conveyed by a Contract of Sale or Deed of Bargain and Sale, in which the Declarants are the Vendors and Grantors, respectively, and in which instrument specific reference is therein made to this Declaration; and/or those designated lots burdened and benefitted by this Declaration by specific reference on any plat of subdivision recorded in the Clerk's Office of the Circuit Court of Louisa County by the Declarants.

1. TERM

A. Unless herein otherwise stated, these Protective Covenants may be amended, modified, or abolished at any time with the consent of or at the direction of a two-thirds vote of the Class A members of the Tanyard Property Owners Association, Inc. or its designated successor. The right to amend, modify or abolish these Protective Covenants shall include but shall not be limited to, the right to amend, modify or abolish these Protective Covenants as to some

designated lots without amending, modifying or abolishing these Protective Covenants as to other designated lots.

B. And unless so amended, modified, or abolished, these Protective Covenants shall affect and run with the designated lots and shall exist and be binding upon all parties and all persons claiming under them until January 1, 2000, after which time the same shall extend for successive periods of ten (10) years each, unless otherwise amended, modified or abolished as hereinabove provided.

2. MUTUALITY OF BENEFIT AND OBLIGATION

A. The Protective Covenants and agreements set forth herein are made for the mutual and reciprocal benefit of each and every designated lot subjected to these Protective Covenants by the Declarants and are intended to create mutual, equitable servitudes upon each of said designated lots specifically subjected to these Protective Covenants; to create reciprocal rights between the respective owners of all of said designated lots; to create a privity of contract and estate between the grantees of said designated lots, their heirs, successors and assigns, and shall, as to the owner of each such designated lot, his heirs, successors and assigns, operate as covenants running with the land for the benefit of each and all other designated lots and their respective owners.

3. GENERAL PROTECTIVE COVENANTS

A. All designated lots shall be benefitted and burdened by the limitations on use as presently defined in Section 2-2 "Use Regulations (Residential Limited)" of the Town of Louisa Code as if the provisions of this existing Code Section were herein set out verbatim. A future amendment or change in the provisions of said Code Section shall not serve as an amendment or change to this Protective Covenant unless this Protective Covenant is amended or changed in accordance with the provisions of Article 1. A. of this Declaration.

4. ARCHITECTURAL REVIEW COMMITTEE

A. All plans and specifications for any structure or improvement whatsoever to be erected on any designated lot, and the proposed location thereof on any designated lot or lots, the construction material, the roofs and exterior color schemes, any later changes or additions after initial approval thereon and any remodeling, reconstruction, alterations or additions thereto on any designated lot shall be subject to and shall require the approval in writing before any such work is commenced of the Architectural Review Committee (herein

called "Committee"), as the same is from time to time composed.

B. The Committee shall be composed of three (3) members to be appointed by the Board of Directors of the Tanyard Property Owners Association, Inc. (hereinafter "Association"). The initial Board of Directors of the Association shall serve as the initial Committee.

C. There shall be submitted to the Committee two (2) sets of plans and specifications for any and all proposed improvements, the erection or alteration of which is desired, and no structures or improvements of any kind shall be erected, altered, placed or maintained upon any lot unless and until these plans have received written approval as herein provided. Such plans shall show the location on the designated lot of the building, wall, fence, or other structure proposed to be constructed, altered, placed or maintained, together with the proposed construction material, color schemes for roofs and exteriors thereof and proposed landscape planting.

D. The Committee shall approve or disapprove plans, specifications and details within sixty (60) days from the receipt thereof. One (1) set of said plans and specifications with the approval or disapproval endorsed thereon, shall be returned to the person submitting them and the other copy thereof shall be retained by the Committee for its permanent files:

E. The Committee shall have the right to disapprove any plans, specifications or details submitted to it in the event the same are not in accordance with all of the provisions of these Restrictions; if the design or color scheme of the proposed building or other structure is not in harmony with existing structures on other designated lots and with the general surroundings; if the plans and specifications submitted are incomplete; or in the event the Committee deems the plans, specifications or details, or any part thereof to be contrary to the interests, welfare or rights of the owners of other designated lots. The decisions of the Committee shall be final.

F. Neither the Committee nor any architect or agent thereof or of Declarants' shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.

G. In areas other than landscaping and architectural style, the Committee shall not be empowered to either require

additional information concerning standards of construction nor impose upon the designated lot owner any standards of construction which exceed that information required by and those standards imposed by the Louisa County Code and the building codes incorporated therein. Upon request, the Committee shall furnish examples of dwellings which have been approved by it and the Committee shall give declaratory decisions on examples of dwellings which the Committee will approve if requested to do so.

5. EASEMENTS

A. Declarants have dedicated or conveyed or will dedicate or convey (and hereby reserve the powers necessary to accomplish the same) to appropriate utility companies or governmental bodies, agencies or authorities rights-of-way and easement areas for the installation and maintenance of utilities over, along and under strips of land twenty feet (20') on the inside of and adjacent to the boundary lines of all designated lots and over, along and under all roadways serving the designated lots, and over, along and under any other easements designated on the plat of survey of Section III of Tanyard Subdivision.

B. All lots are subject to those easements shown and/or noted on duly recorded plats of survey of the designated lots.

6. ROADS AND SCHOOL BUS SERVICE

A. All roadways serving the designated lots are non-exclusive rights-of-way and are private roads within the meaning of Section 17-2 of the Louisa County Ordinances. As such, these roads will not be maintained by the State of Virginia, County of Louisa or Town of Louisa. Public school bus service and U.S. Postal Service is not provided along private roads. The expense and responsibility for road maintenance will be borne by the Tanyard Property Owners Association, Inc. and the owners of the designated lots are obligated to pay annual assessments to the Association for an amount of money not to exceed 5% of current and future road maintenance needs for roads within Section III of Tanyard Subdivision as determined by the Board of Directors of the Association. Reference is hereby made to the Articles of Incorporation of the Association concerning the financial obligations of the owners of designated lots pertaining to road maintenance. The initial cost of constructing the roadways serving the designated lots shall be borne by the Declarants.

B. Declarants reserve the unfettered right to convey to the Town or County of Louisa or State of Virginia or other appropriate governmental body or agency their interest

together with the interest of any successors in title (including but not limited to subsequent owners of lots within Section III of Tanyard Subdivision) in and to all or any portion of the roadways within Section III of Tanyard Subdivision, together with such reasonable drainage and slope easements over lots adjoining said roadways as may be required, upon the condition that the governmental body or agency shall be obligated to maintain said roadways or applicable portions thereof.

C. Declarants reserve the right to permit or convey to others who are not owners of designated lots the non-exclusive right to use all or any portion of the roadways serving designated lots upon the condition that the Declarants furnish to the Board of Directors of Tanyard Property Owners Association, Inc. reasonable assurances to the effect that such other users are obligated, by virtue of their use of the roadways, to contribute to the Association an equitable pro-rata share of the cost of maintaining said roadways, or applicable portions thereof.

7. DECLARATION LIMITED TO DESIGNATED LOTS

This Master Declaration shall not bind any lots or parcels of land now or in the future owned by the Declarants unless said lots or parcels of land are specifically designated as being bound by this Master Declaration in accordance with the provisions of the preamble hereinabove set forth and no implied negative reciprocal easements or any other easements shall be created over, upon, or under any non-designated lots or parcels of land.

8. DECLARANTS RESERVE RIGHT TO RELOCATE BOUNDARY LINES

With respect to designated lots which have not been conveyed or otherwise sold by the Declarants to third parties, the Declarants reserve the right to relocate the boundary lines of said lots and/or combine one or more of said lots into larger lots or parcels of land.

9. "DECLARANTS" DEFINED

The term "Declarants", as used in this Master Declaration, shall mean Lawrence D. Kavanagh, Jr. and Judith M. Kavanagh, husband and wife, and any successor in title who, by deed or by devise from Lawrence D. Kavanagh, Jr. and Judith M. Kavanagh, acquires by bulk transfer title to substantially all remaining unsold designated lots.

10. REMEDIES

A. Any party, including but not limited to the Tanyard Property Owners Association, Inc., to whose benefit these Protective Covenants inure may proceed at law or in equity to prevent the occurrence or continuation of violations of any of these Protective Covenants.

B. The remedies hereby specified are cumulative, and any specification of them shall not be taken to preclude an aggrieved party's resort to any other remedy at law, in equity, or under any statute. No delay or failure on the part of an aggrieved party to invoke an available remedy in respect of a violation of any of these Protective Covenants shall be held to be a waiver by that party of (or an estoppel of that party to assert) any right available to him upon the recurrence or continuation of said violation or the occurrence of a different violation.

11. PURCHASER'S ACCEPTANCE

A. The grantee of any designated lot subject to the coverage of this Declaration, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarants or a subsequent owner of such designated lot, shall accept such deed or contract upon and subject to each and all of these Protective Covenants, and by such acceptance shall for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with Declarants, and to and with the grantees and subsequent owners of each of the designated lots within the development to keep, observe, comply with and perform said Protective Covenants and agreements.

B. The grantees of any designated lot, by acceptance of a deed conveying title thereto shall, for themselves and for their successors in title, be deemed to be a member of Tanyard Property Owners Association, Inc. and thereby bound by its Articles of Incorporation and By-Laws, as the same may from time to time be amended.

12. SEVERABILITY

Every one of the Protective Covenants is hereby declared to be independent of, and severable from, the rest of the Protective Covenants and of and from every combination of the Protective Covenants. Therefore, if any of the Protective Covenants shall be held to be invalid or to be unenforceable or to lack the quality of running with the land, that holding shall be without effect on the validity, enforceability, or

"running" quality of any other one of the Protective Covenants.

13. CAPTIONS

The captions preceding the various paragraphs and subparagraphs of these Protective Covenants are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the Protective Covenants. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

WITNESS the following signatures and seals.

Lawrence D. Kavanagh, Jr. (SEAL)
Lawrence D. Kavanagh, Jr.

Judith M. Kavanagh (SEAL)
Judith M. Kavanagh

STATE OF VIRGINIA:

COUNTY OF LOUISA, to-wit:

The foregoing instrument was acknowledged before me this 10th day of August, 1988, by Lawrence D. Kavanagh, Jr. and Judith M. Kavanagh, husband and wife.

My Commission expires:

1-9-92

[Signature]
Notary Public

VIRGINIA: in the Clerk's Office of the Circuit Court of Louisa County. August 17 1988
This Protective Covenants were by received in said office, and, upon the certificate of acknowledgment thereto annexed, admitted to record at 1:46 o'clock P. M.
Treas. Jean Thomas Deputy Clerk.