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**VIRGINIA LAND RECORD COVER SHEET**

Commonwealth of Virginia VA. CODE §§ 17.1-223, -227.1, -249

**FORM A – COVER SHEET CONTENT**

Instrument Date: 3/18/2021

Instrument Type: DEC

Number of Parcels: 0 Number of Pages: 27

[ ] City [X] County LOUISA  
CIRCUIT COURT

Tax Exempt? VIRGINIA/FEDERAL CODE SECTION

[ ] Grantor:

[ ] Grantee:

Business/Name

1 Grantor: TUTHILL, SHAWN II

2 Grantor: TUTHILL, SHAWN SR

1 X Grantee: FOREST VIEW SUBDIVISION ARCH. REVIEW COMMITTEE

2 Grantee: TUTHILL, SHAWN II

Grantee Address

Name: FOREST VIEW SUBDIVISION ARCH. REVIEW COMMITTEE

Address: 8249 CROWN COLONY PARKWAY, SUITE 100

City: MECHANICSVILLE State: VA Zip Code: 23116

Consideration: \$0.00 Existing Debt: \$0.00 Actual Value/Assumed: \$0.00

PRIOR INSTRUMENT UNDER § 58.1-803(D):

Original Principal: \$0.00 Fair Market Value Increase: \$0.00

Original Book No.: Original Page No.: Original Instrument No.:

Prior Recording At: [ ] City [X] County Louisa Percentage In This Jurisdiction:

Book Number: 1672 Page Number: 186 Instrument Number:

Parcel Identification Number/Tax Map Number:

Short Property Description: Forest View Subdivision

Current Property Address:

City: State: Zip Code:

Instrument Prepared By: MICHAEL C. KILDOO Recording Paid By: TUCKER GRIFFIN BARNES

Recording Returned To: WILLIAM D. TUCKER, ESQ.

Address: TUCKER GRIFFIN BARNES, 307 WEST RIO ROAD

City: CHARLOTTESVILLE State: VA Zip Code: 22901



36487.001

Doc ID: 003852670029 Type: DEC  
Recorded: 04/01/2021 at 11:05:40 AM  
Receipt#: 2021-00002650  
Fee Amt: \$40.00 Page 1 of 29  
Instr# 202100003795  
Patty C. Madison, Louisa Clerk of Co  
Patty C. Madison Clerk of Court  
File#  
BK 1749 PG 761-789

(Area Above Reserved For Deed Stamp Only)

**VIRGINIA LAND RECORD COVER SHEET**

Commonwealth of Virginia VA. CODE §§ 17.1-223, -227.1, -249

**FORM B – ADDITIONAL GRANTORS/GRANTEES**

Instrument Date: 3/18/2021

Instrument Type: DEC

Number of Parcels: 0 Number of Pages: 27

City  County LOUISA  
CIRCUIT COURT



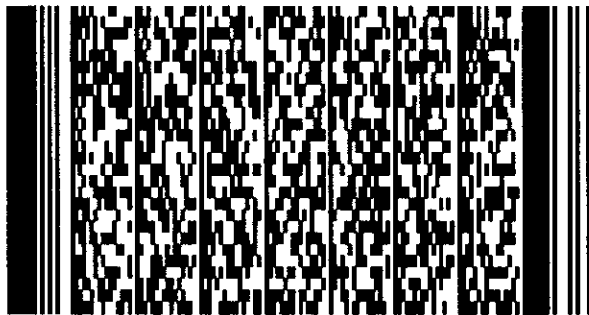
*(Area Above Reserved For Deed Stamp Only)*

**Grantor Business/Name**

- 3 Grantor: GORDON, JENICE
- 4  Grantor: FOREST VIEW SUBDIVISION ARCH. REVIEW COMMITTEE
- Grantor: \_\_\_\_\_
- Grantor: \_\_\_\_\_
- Grantor: \_\_\_\_\_
- Grantor: \_\_\_\_\_
- Grantor: \_\_\_\_\_
- Grantor: \_\_\_\_\_

**Grantee Business/Name**

- 3 Grantee: TUTHILL, SHAWN SR
- 4 Grantee: GORDON, JENICE
- Grantee: \_\_\_\_\_
- Grantee: \_\_\_\_\_
- Grantee: \_\_\_\_\_
- Grantee: \_\_\_\_\_
- Grantee: \_\_\_\_\_
- Grantee: \_\_\_\_\_



**DECLARATION OF AMENDED RESTRICTIVE COVENANTS**  
**FOR FOREST VIEW SUBDIVISION**

**THIS AMENDED DECLARATION** is made and entered into this 18th day of March 2021, by Shawn Tuthill, II, Shawn Tuthill, Sr., and Jenice Gordon, the successor Members of the Architectural Control Committee of Forest View Subdivision.

**WITNESSETH:**

**WHEREAS**, Flint Properties, L.C. has, by deed recorded immediately prior hereto, conveyed to 4 All Land, LLC, thirty eight (38) lots or parcels of land lying and being situate in Forest View Subdivision, Green Springs Magisterial District, Louisa County, Virginia, which lots are more particularly identified in **Exhibit A** attached hereto and further described on various plats and maps recorded in the Clerk's Office of the Circuit Court of Louisa County, Virginia, to wit: a plat of "Forest View Subdivision" dated June 2004, recorded in Plat Book 8, Page 1535-1541; a "Wetlands Map for Forest View Subdivision," dated September 12, 2001, recorded in Plat Book 8, Page 1542; and a "Division Survey of Lot 58 Forest View", dated January 23, 2020, recorded in Deed Book 1660, Page 66;

**AND WHEREAS**, all property situated within Forest View Subdivision is subject to certain restrictive covenants that have been recorded previously in said Clerk's Office, including specifically the restrictions and amended restrictions recorded in Deed Book 726, Page 582; Deed Book 738, Page 240; Deed Book 852, Page 307; Deed Book 866,

Page 752; Deed Book 976, Page 933, Deed Book 1300, Page 573, Deed Book 1554, Page 714; Deed Book 1621, Page 108; and Deed Book 1672, Page 188 (referred to collectively as the “Restrictive Covenants”);

**AND WHEREAS**, the Restrictive Covenants are enforced by the Architectural Control Committee of Forest View Subdivision;

**AND WHEREAS**, the Architectural Control Committee has reserved the right to appoint successor Members to the Committee;

**AND WHEREAS**, the Architectural Control Committee has duly appointed Declarants as the successors Members thereof, as evidenced by written instruments of even date herewith, recorded immediately prior hereto;

**AND WHEREAS**, the Architectural Control Committee has the right to amend the Restrictive Covenants by unanimous vote at any time;

**AND WHEREAS**, the Declarants have this date met and approved by unanimous vote these Amended Restrictive Covenants;

**NOW, THEREFORE**, Declarants hereby declare that the property within Forest View Subdivision shall be held, transferred, sold, conveyed, and occupied subject to the covenants, limitations, restrictions, easements, and charges hereinafter set forth, which are hereby imposed to enhance and protect the value and desirability of said property and shall inure to the benefit of each owner thereof.

## **ARTICLE I - DEFINITIONS**

The following words, when used in this Declaration, shall have the following meanings:

**“DECLARANT” or “DECLARANTS”** means successor Members of the Architectural Control of Forest View Subdivision, to wit: Shawn Tuthill, II, Shawn Tuthill, Sr., and Jenice Gordon.

**“COMMITTEE”** means the Architectural Control Committee of Forest View Subdivision.

**“SUBDIVISION”** means Forest View Subdivision.

**“ACCESS EASEMENT”** shall mean and refer to the entrance and all roads shown on the Subdivision Plat for ingress, egress, and the placement of any utilities necessary to serve the Subdivision.

## **ARTICLE II - RESTRICTIVE COVENANTS**

1. The Committee is composed of the following three Members: Shawn Tuthill, II, Shawn Tuthill, Sr., and Jenice Gordon. If any of the Members declines at any time to serve, a successor Member shall be appointed by the remaining Members of the Committee.

A majority of the Committee may designate a representative to act for it. This representative shall be Shawn Tuthill, II, 8249 Crown Colony Parkway, Suite 100,

Mechanicsville, VA 23116, subject to further notice. In the event of death or resignation of any Member of the Committee, the remaining Members shall have full authority to designate a successor Member. Neither the Members of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to these Restrictive Covenants. The Committee will remain in full force and effect to enforce these Restrictive Covenants and protect the property in the Subdivision until such time as the Committee designates a replacement Committee or resigns by written instrument recorded in the in the Clerk's Office of the Circuit Court of Louisa County, Virginia.

In the event that the Committee resigns in accordance with these provisions, a meeting of the property owners in the Subdivision shall be conducted upon written notice to all property owners for the express purpose of selecting a substitute Committee. A quorum shall be necessary to conduct business at such meeting, provided that a quorum is present, a majority of the property owners present shall select a new substitute Committee. Thereafter, any member of the substitute Committee may be replaced by a vote of the majority of the property owners present at a duly noticed meeting in which a quorum is present.

2. No Lot shall be used except for residential purposes, and not more than one (1) single family dwelling house may be erected on any Lot. Outbuildings not

inconsistent with residential use may be erected if approved in writing as provided herein.

3. Plans and specifications must be submitted and approved by the Committee prior to the start of construction on any Lot.

4. No building, structure, out building, garage, animal house or enclosure, fence, tennis court, swimming pool, wall, structure or appurtenance of any type shall be erected, placed, added or altered on any Lot until the proposed building plans, specifications, exterior color of finish, and landscape plans have been filed with and approved in writing by the Committee. Refusal or approval of plans, location, or specifications may be based upon any grounds, including aesthetic considerations, which in the sole discretion of the Committee shall seem sufficient, PROVIDED, HOWEVER, the Committee shall not approve any dwelling or house with a total floor or living space, exclusive of all basements, porches, breeze ways, garages, tool rooms and unfinished spaces, of less than 1,200 square feet for a one-story house, 1,700 square feet for a two-story house, or 1,500 square feet for any tri-level or one-and-a-half-story house. These square footages are minimum requirements, unless a specific variance is requested and granted in writing. IN ADDITION, no building shall be constructed or erected on any Lot unless built of solid or permanent material, and no structure shall have tar paper, roll back siding or similar material on the outside walls. No construction shall be commenced, and no Lot shall be graded except in accordance with written plans that have

been approved by the Committee. No alterations may be made in any such plans following approval by the Committee without the written consent of the Committee. No alterations in the exterior appearance of any building or structure shall be made without similar approval by the Committee.

5. One copy of all plans and related data shall be furnished to the Committee for its records.

6. All new homes in the Subdivision must also meet the following criteria, to-wit:

- a. Each house shall have a brick or stone foundation with the color and type of brick or stone to be approved by the Committee. At least five (5) courses of brick must be exposed on the front of each house. Stamped concrete matching the color of the house is permitted on the sides and rear of the house. The “siding” used on the house is permitted on the walk-out sides of basement homes.
- b. Siding color, shutter color, roof type, roof color, and brick color shall be subject to approval by the Committee.
- c. The location of the house shall be staked on the lot and approved prior to the start of construction, and a plan must be submitted for approval that shows the location of the driveway and house from the



road, along with the location of the well, drain field, and other structures. Clearing of a lot for the house, yard, and drain field is permitted, but as many trees as possible shall be left on the lot. This subdivision shall be maintained as a wooded subdivision. No trees except dead or fallen trees may be removed by any Lot owner within the 75-foot setback from the road or the 25-foot side and rear setbacks without written approval from the Committee. \

- d. Each home must be set back at least seventy-five (75) feet from any subdivision street, unless a written variance is granted by the Committee.
- e. All appurtenant structures located on any Lot including garages, out buildings, fences, outdoor lighting, and any other type of appurtenances to the property must be approved in writing by the Committee prior to the start of construction.
- f. All homes must be made out of HardiPlank siding, brick, stone, or premium grade vinyl, including 0.42 vinyl (double five Dutch and double five clapboard profile lap), vinyl shake, and vinyl board and bat.
- g. All houses must incorporate a minimum landscape plan and

specification for plants.

- h. All driveways must be asphalt paved. In some instances, alternative surfacing, such as exposed aggregate may be approved upon specific request. Gravel driveways are not permitted.
- i. All external columns must be a minimum of eight (8) inches round or square.
- j. All sidewalks must be made from brick, stone, stamped concrete, brushed concrete, or other material approved in advance by the Committee.
- k. Dumpsters and portable bathrooms are required for all building sites. No trash shall be permitted on any building sites, and all excess building materials must be carried to the landfill.
- l. All gas or propane tanks for gas fireplaces, gas heat, etc. must be buried.
- m. Roofs must be constructed with 25-year architectural shingles or better and approved in advance by the Committee.
- n. The entire plans for all buildings and outside structures, including garages, fences, or any other appurtenances to the property and landscaping must be approved in advance by the Committee.

- o. Any changes to the plans or other additions or appurtenances to the property must be submitted in advance for approval by the Committee, and all approvals must be in writing to be valid.

7. All homes must be completed within twelve (12) months of the start of construction. The commencement date shall be the date of issuance of the building permit and construction on all Lots shall be regulated by the Louisa County Building Code and building permits issued by Louisa County.

8. If any structure on any lot is wholly or partly destroyed by fire, wind, or any other cause, it must be rebuilt, or if not rebuilt, the debris therefrom must be removed within a reasonable time after such casualty, provided, however, that no such condition shall be suffered to remain on any lot for more than six (6) months. The purpose of this requirement is to protect and preserve the values of other properties in the subdivision and to prevent any condition that could become a hazard or nuisance, including conditions that might attract rodents or other animals.

9. Prior to the start of construction of any other improvement on a Lot, there shall be constructed a driveway surfaced by gravel or crushed rock for a minimum distance of thirty-five (35) feet from the margin of the subdivision road. No other improvement may be commenced until the driveway requirement has been met and the driveway must be maintained during construction so as to prevent mud, dirt, rock or other

materials or debris from the construction site being deposited on the subdivision road.

10. The driveway shall be the sole means of access to the Lot during construction. In the event that any mud, dirt, rock or other materials or debris from the construction site is deposited on any subdivision road, it must be promptly removed by the Lot owner or the agent thereof. If such materials or debris are not promptly removed upon the first occurrence, the Declarant shall give written notice of such occurrence by mail or hand-delivery to the owner or the owner's agent (which may be any contractor performing work or furnishing materials). If the materials or debris are not promptly removed after such notice, then Declarant shall have the right to summarily abate or remove the same at the expense of the Lot owner. No notice shall be required in the event of a second or subsequent occurrence. Such expense, including any applicable court costs and attorney fees, shall be reimbursed by the Lot owner within sixty (60) days of being billed therefore and if not so paid shall be subject to a lien as provided in the Virginia Property Owners Association Act and these Restrictive Covenants.

11. Any lot owner and their employees or invitees (including but not limited to general contractors, subcontractors or material suppliers) who damage any subdivision road or the shoulder or drainage system thereof, directly or indirectly, shall be fully liable to Declarant for the expense of repairing such damage. Such expense, including any applicable court costs and attorney's fees, shall be reimbursed by the Lot owner within

sixty (60) days of being billed therefor and if not so paid shall be subject to a lien as provided in the Virginia Property Owners Association Act and these Restrictive Covenants.

12. All entrances to Lots from a subdivision road shall meet the standards of the Virginia Department of Transportation (VDOT). In addition, all driveways and roads on lots shall be designed with proper and adequate drainage, shall be surfaced by rock to a minimum depth of four (4) inches, and shall be asphalt paved, unless another type of finished stone is approved in writing by the Committee.

13. Soils that are disturbed as a result of construction shall be graded, fertilized, limed, seeded and strawed (as necessary) within such reasonable time as is practical after disturbance so as to keep erosion to a minimum, and in any event within thirty (30) days after completion of construction (weather permitting).

14. All notices for any meeting or for any violation, fine, or assessment pursuant to these Restrictive Covenants shall be sent by regular U.S. mail to the address of the property owner noted on the land books in the Clerk's Office of the Circuit Court of Louisa County. Such notices shall be sent at least fourteen (14) days in advance of any meeting, fine, or assessment.

15. The Committee's approval or disapproval as required in these Restrictive Covenants must be in writing to be effective. The approval of any matter not specifically

granted in writing shall have no force or effect and is automatically deemed null and void.

16. No sign of any kind shall be displayed to public view on any lot except such signs that may be approved in advance by the Committee.

17. No boats, trailers, campers, mobile homes, tents, shacks, or other structures shall at any time be occupied as a residence on any Lot, and no trailer designed for living purposes, or any recreational vehicle (RV), shall at any time be brought upon or stored upon any Lot.

18. No porch or projection to any house or appurtenant building thereto shall extend nearer than seventy-five (75) feet from the front property line of any Lot, nor within twenty-five (25) feet of the side or rear property lines, unless a written variance is granted by the Architectural Control Committee.

19. Fences or other structures designed to retain children, animals, or pets must be approved in writing by the Committee.

20. No satellite dishes, antennas exceeding four (4) feet in height, fences, or other appurtenances to any Lot or the buildings located thereon shall be erected, placed, added or altered unless and until plans are submitted to and approved in writing by the Committee. "Direct TV", "Dish Net" and similar satellite dishes, not exceeding three (3) feet in diameter will be approved if located on the roof or in the rear of the property so as

not to be visible from any subdivision street.

21. No outside toilets shall be allowed on any Lot except on a temporary basis during construction, and all sanitary arrangements must be inspected and approved by local and/or state health officials before any new septic tanks or water disposal system is installed or constructed. Only drilled wells (no bored wells) will be allowed in the subdivision. Connection to County water and/or sewer will be permitted, if available.

22. No animals or fowl of any type shall be kept or maintained on any of the said Lots, with the exception of customary household pets, such as dogs or cats, or other pets that can be kept within a dwelling. Animals may be kept or maintained on the property only if approved in writing by the Committee, and this approval may be revoked at any time if, in the discretion of the Committee, the animal is a potential danger to other persons.

23. Domestic pets, if approved in writing, shall be under the control of the owner at all times. All pets must be maintained within a dwelling or invisible fencing, or on a leash, and the owner thereof must make adequate provision for the care and maintenance of such pet, the intent of this restriction being to preclude any condition tantamount to neglect, and to preclude undue disturbance of the use and enjoyment of the properties of other owners of lots within the subdivision.

24. All dwelling houses shall be connected to a water supply and septic system

approved by the Louisa County Health Department. No septic system or well shall be located so as to substantially and adversely affect the placement of a well or septic system on any other Lot within the subdivision or otherwise be contrary to the general purposes set forth herein.

25. No business, or noxious or offensive trade or activity shall be conducted on any subdivision Lot, nor shall anything be done thereon which would constitute an annoyance or nuisance to any of the other property owners.

26. No Lot shall be used or maintained as a dumping ground for rubbish. All trash, garbage, or other waste shall be kept in sanitary containers at all times. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition in rear yards only.

27. No unlicensed automobiles, trucks, all terrain vehicles, motor homes, RVs, trailers, or other equipment of any kind shall be kept on any Lot, except in a garage, unless a variance is granted. Such variances may be granted during construction of a home, garage, fence, yard maintenance, or other improvement to a Lot.

28. The right to convey easements or fee simple rights of way on any subdivision Lot for the maintenance of streets, sidewalks, utilities, driveways or access ways, drainage facilities, and subdivision signs approved by the Committee, or any other easements or fee simple rights of way deemed necessary by the Committee for the use



and enjoyment of any of the Lots in this subdivision, or any adjoining property, are reserved to Declarant and its successors and assigns, and may be dedicated, publicly or privately, at any time.

29. All such easements or fee simple rights of way described in Paragraph 28 must be approved in advance by the Committee, regardless of the ownership of the property at the time of the proposed conveyance.

30. All utilities must be underground, with the exception of junction boxes and other similar items, which may be located above ground, and with the exception of existing structures.

31. No construction or land disturbance activities of any kind may be conducted within any wetland area or waters of the United States, including the buffers surrounding said areas, as shown on the Wetland Map recorded in Plat Book 8, Page 1542, in the Clerk's Office of the Circuit Court of Louisa County. Construction and land disturbance activities are specifically defined as follows:

- a. Destruction or alteration of wetlands on the property other than those alterations authorized by the Norfolk District, U.S. Army Corps of Engineers under permit number 93-8694-18;
- b. Ditching, draining, diking, filling, excavating, land clearing, plowing, removal of topsoil, sand, or other materials, and any

building of roads or alteration in the topography and/or hydrology of the land in any manner.

- c. Construction or maintenance of buildings or mobile homes; however, by way of example and not limitation, structures such as boardwalks, foot trails, wildlife management structures, observation decks, picnic tables, and children's playground equipment may be placed in the wetlands provided that any such structure permits the natural movement of water and preserves the natural contour of the ground.
- d. Buffers and easements have been granted to the United States Army Corps of Engineers (USACE) as shown on the above-referenced Wetland Map, which shall run with the land, and be protected by the USACE and the Committee.
- e. Notwithstanding the foregoing, these restrictions shall not apply to any road crossings or other land disturbing activities that have been permitted by the USACE, or any successor State or Federal governmental agency.

32. It is intended that the roads and streets, including any utilities for water and sewer and their appurtenances, will be dedicated to the County of Louisa or the

Commonwealth of Virginia and maintained by VDOT or the County of Louisa. All Lot owners in this subdivision agree to cooperate with signing any documents that may be necessary to facilitate this process. All lot owners shall avoid causing any damage to the roads that will prevent them from being dedicated to the County of Louisa or the Commonwealth of Virginia. All Lots must have access from the new internal subdivision streets, unless other entrances have been approved by VDOT and the Committee. Each Lot owner shall be responsible for any damage done to the roads by the Lot owner's contractors or subcontractors.

33. However, it is understood that while Declarant is responsible for building the subdivision roads to state specifications, neither the County or the Commonwealth of Virginia is required to take the subdivision roads into the County or State system, and if they do not, the Lot owners will be responsible for maintaining the roads. The determination of the amount and cost of such maintenance will be made by the Committee, or if delegated by them, to the Property Owners Association.

34. Each lot owner shall pay the sum of \$200.00 per year (the "Maintenance Fee") to an escrow account maintained by the Committee, which shall be used for the maintenance of the roads, including banks and shoulders, common areas, entrances, grass cutting, landscaping, or entrance signs that the Committee deems necessary to maintain the quality and appearance of the subdivision. The Maintenance Fees may also be used

for the removal of dead trees; snow removal; or any other maintenance item that the Committee deems necessary to maintain the quality, safety and value of the subdivision.

35. Regardless of how many lots are owned by Declarant or any other Lot owner, for so long as the Declarant or other Lot owner owns at least one lot, the annual Maintenance Fee described in Paragraph 34 shall apply to the Declarant or other Lot owner as if they only owned one Lot.

36. In addition to the provisions herein, the Maintenance Fee may be increased by the Committee to protect the quality of the subdivision or to enforce these Restrictive Covenants. The Committee may enter into contracts for the maintenance of the “property,” which in its sole and unilateral judgment are necessary to maintain, protect, and enhance the property values of all property in Forest View Subdivision. Such contracts shall be paid out of annual Maintenance Fees or, if necessary, special assessments.

37. Each Lot must be maintained in a reasonable manner to protect the value of the other Lots in the subdivision. Grass must be cut, including banks, ditches and other grassy areas to the property line at least once every two weeks from May 1<sup>st</sup> of each year until October 1<sup>st</sup> of each year. Siding must be power washed at least once every two years.

38. If any violation of these Restrictive Covenants occurs, then the Committee

or its designated representative may notify a landowner in writing of the violation.

Liquidated damages of \$200.00 per day shall be assessed, starting on the fifteenth day after the date of notice, for any violation that has not been corrected, unless a variance is granted.

39. The subdivision shall be managed by the Committee as set forth herein. However, the subdivision may also have a Property Owners Association (the “Association”) whose rights, obligations and responsibilities will be as set forth below if the residents of the subdivision decide by majority vote to have an Association.

40. Except as otherwise provided herein, membership in the Association and the payment of annual contributions to the Association shall be a mandatory incident of ownership of property in the subdivision.

41. The owner of each lot shall be entitled to one vote for each lot owned, and all business shall be determined by a simple majority vote at a duly noticed meeting, provided that a quorum is present.

42. Business shall be conducted at quarterly meetings on the 15<sup>th</sup> day of January, April, July and October in each calendar year, unless the date is changed by written notice.

43. The Association shall be incorporated and shall be entitled to open bank accounts, own land in common areas in the subdivision, pay bills, enforce all provisions

of these Restrictive Covenants, and to generally conduct business. However, the Association shall owe a fiduciary duty of responsibility to all Lot owners to manage the subdivision so as to preserve the property values and quality of life of all property owners in the subdivision.

44. The Association shall not be permitted to enter into contracts or incur indebtedness in excess of the amount of funds held by the Association and/or collected from dues or assessments. It is the intent of these Restrictive Covenants that the Association will help to self-govern the subdivision and preserve the property values and quality of life in the subdivision. However, any action of the Association may be vetoed by the Committee at any time in their sole and unilateral discretion.

45. The initial contribution for maintenance in the subdivision shall be \$200.00 per owner, per year, with the contribution of initial purchasers of lots for the first calendar year of ownership being prorated for each month or part thereof from settlement until the end of the year. Regular contributions shall be paid on a calendar year basis and shall be paid not later than May 1<sup>st</sup> of each year. In addition, assessments for the payment of contributions for matters beyond routine and continuing maintenance shall also be decided at any quarterly meeting (or at such other time as may be appropriate).

46. All matters determined by the Association shall be advisory only and shall be furnished to the Committee final determination. The Committee shall remain the

controlling authority for Forest View Subdivision until the Committee is dissolved in writing, and the Committee shall have the authority to veto any decision of the Association.

47. Prior to an Association meeting, the annual contribution amount for routine and continuing maintenance and the contribution amount for other than routine and continuing maintenance, if any, shall be estimated by a designated officer of the Association.

48. The Association shall elect a President, Vice President, Secretary and Treasurer to oversee the business meetings. All funds collected by the Association for maintenance must be delivered to the Committee to be used for payment of said maintenance. Quarterly reports of the use of such funds by the Committee shall be provided to the Association.

49. At least thirty (30) days prior to a meeting, written notice of the meeting shall be mailed by regular U.S. mail to the owners of each Lot at their address as noted on the Land Records in the Clerk's Office of the Circuit Court of Louisa County, and those entitled to vote may do so in person or by written proxy.

50. Regardless of how many lots are owned by the Declarant or other owner, for so long as the owner owns at least one lot, the requirement for annual contribution assigned to the Association shall apply to the owner as if the owner were the owner of

only one lot. However, the Declarant or other Lot owner shall nonetheless have the right to cast one vote for each lot owned.

51. The Association shall be subject to and operate under the Virginia Property Owners Association Act (§§ 55.1-1800 *et seq.* Code of Virginia, 1950, as amended), and must also follow the specific limitations, rights and obligations set forth in these Restrictive Covenants. Except as otherwise specifically provided herein, and as specifically limited herein, the Association shall only have the powers and authority granted to it by these Restrictive Covenants. If any provision of the Act and these Restrictive Covenants are in conflict, these Restrictive Covenants shall take precedence.

52. In addition to the provisions herein, the Committee may enter into contracts for the maintenance of the “property” which in its sole and unilateral judgment are necessary to maintain, protect, and enhance the property values of all the property in Forest View Subdivision. Such contracts shall be paid out of annual maintenance fees or special assessments, if necessary.

53. Unless otherwise specified in these Restrictive Covenants, the quorum required for any action of the Association that is subject to a vote at an open meeting of the Association shall be determined in accordance with the provisions of this Paragraph. The first time a meeting of the Association is called to vote on a particular action proposed to be taken by the Association, the presence of 25% or more of the total number



of property owners, in person or by proxy, shall constitute a quorum. In the event the required quorum is not present at the first meeting, a second meeting may be called and there shall be no quorum required for such second meeting. For the purposes of this section, proper notice shall be deemed to be given when mailed to the address of the property owners as set forth in the Land Records of the Circuit Court of Louisa County by regular U.S. mail, not less than fourteen (14) days prior to the day of the meeting at which any proposed action is to be considered

54. All notices required herein shall be made in writing and sent at least fourteen (14) days in advance of the meeting by regular U.S. mail to the address of each property owner as set forth in the Land Records of the Circuit Court of Louisa County.

55. All builders in Forest View Subdivision must be approved in writing by the Committee.

56. All real estate agents licensed by the Commonwealth of Virginia are approved to sell property in Forest View Subdivision. The Committee reserves the right to revoke the approval of any agency or agent by letter if, in their sole discretion, the conduct of such agent or agency requires such revocation.

57. The Committee reserves and is granted the right to waive in writing the violation of any of the Restrictive Covenants referred to herein; to amend in writing by a unanimous vote of the Committee any of the Restrictive Covenants referred to herein; to

grant a variance in writing to any of these Restrictive Covenants, and to amend at any time the Subdivision Plat. However, nothing herein shall alter the provisions of Paragraph 31 regarding maintenance of the wetlands and buffers surrounding said wetlands unless approved in writing by the USACE, or any successor State or Federal agency responsible for such maintenance.

58. Enforcement of these Restrictive Covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any provision thereof, either to restrain such violation or to recover damages.

59. All property owners in this subdivision agree, as evidenced by the recordation of their Deed of conveyance, to be subject to these Restrictive Covenants and responsible for any violation of the same, including the payment of reasonable attorney's fees and damages incurred in the prosecution and enforcement thereof. Liquidated damages of \$200.00 per day shall be assessed starting on the fifteenth day after the mailing of written notice for any violation that has not been corrected. In addition, damages shall include fines, attorneys fees, costs, and any other damages incurred as a result of a violation of these Restrictive Covenants.


60. These Restrictive Covenants shall be considered to be covenants running with the land, and shall bind the purchaser or successor in interest of all Lots or other property shown on the Subdivision Plat, or any amended version thereof, and the

Wetland Map. If any property owners, or their successors in interest shall violate or attempt to violate any of the covenants contained herein, it shall be lawful for the Committee, or any person owning a Lot in Forest View Subdivision, to prosecute any proceeding at law or in equity against the person violating or attempting to violate any such covenant either to prevent them from so doing or to recover damages for such violation. Any damages recovered shall be paid to the Committee and shall be used to correct the damages.

61. The invalidation of any one of these covenants and restrictions shall in no way affect any other of the provisions herein, which shall continue to remain in full force and effect.

**WITNESS** the following signature and seal this 18<sup>th</sup> day of March, 2021.

**[SIGNATURES ON FOLLOWING PAGE]**

By: ,  
SHAWN TUTHILL, II

By: ,  
SHAWN TUTHILL, SR.

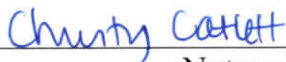
By: ,  
JENICE GORDON

COMMONWEALTH OF VIRGINIA,

CITY/COUNTY OF Hanover, to-wit:

I, Christy Catlett, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Shawn Tuthill, II, Shawn Tuthill, Sr., and Jenice Gordon, whose names are signed to the foregoing Declaration of Amended Restrictive Covenants, have this day personally appeared before me and acknowledged the same in their capacities as Members of the Architectural Control Committee of Forest View Subdivision.

Given under my hand this 18 day of March, 2021.

  
Notary Public

My Commission expires: 1.31.2022.

Notary Registration No: 7769811.



**EXHIBIT A**

<u>Lot No.</u>	<u>Tax Map #</u>	<u>Acreage</u>
Lot 1	51-16-1	3.135 acres
Lot 3	51-16-3	1.921 acres
Lot 7	51-16-7	1.897 acres
Lot 14	51-16-14	1.658 acres
Lot 22	51-16-22	2.597 acres
Lot 23	51-16-23	3.783 acres
Lot 24	51-16-24	1.532 acres
Lot 25	51-16-25	2.686 acres
Lot 26	51-16-26	1.861 acres
Lot 27	51-16-27	1.500 acres
Lot 28	51-16-28	2.630 acres
Lot 29	51-16-29	1.500 acres
Lot 31	51-16-31	1.804 acres
Lot 32	51-16-32	1.819 acres
Lot 43	51-16-43	3.174 acres
Lot 46	51-16-46	2.153 acres
Lot 47	51-16-47	1.528 acres
Lot 48	51-16-48	1.566 acres
Lot 53	51-16-53	2.997 acres
Lot 54	51-16-54	2.268 acres
Lot 55	51-16-55	2.658 acres
Lot 56	51-16-56	3.393 acres
Lot 58A	51-16-58	3.516 acres
Lot 59	51-16-59	2.169 acres
Lot 60	51-16-60	1.737 acres
Lot 61	51-16-61	1.507 acres
Lot 62	51-16-62	1.907 acres
Lot 63	51-16-63	1.533 acres
Lot 69	51-16-69	6.685 acres
Lot 70	51-16-70	4.579 acres
Lot 76	51-16-76	1.767 acres
Lot 77	51-16-77	1.500 acres
Lot 78	51-16-78	1.503 acres
Lot 86	51-16-86	1.500 acres
Lot 94	51-16-94	1.501 acres
Lot 95	51-16-95	1.500 acres
Lot 96	51-16-96	1.500 acres
Lot 97	51-16-97	1.500 acres

**85.964 acres**

RECORDED IN CLERK'S OFFICE OF  
LOUISA COUNTY CLERK OF COURTS ON  
APRIL 1, 2021 at 11:05:40 AM  
AS REQUIRED BY VA CODE §58.1-802  
STATE: \$0.00 LOCAL: \$0.00  
PATTY C. MADISON, LOUISA CLERK OF COURT  
PATTY C. MADISON CLERK OF COURT

