

**VIRGINIA LAND RECORD COVER SHEET**

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

**FORM A – COVER SHEET CONTENT**

Instrument Date: 12/1/2019

Instrument Type: DEC

Number of Parcels: 1 Subdivision (91 lots) Number of Pages: 25

City  County LOUISA  
CIRCUIT COURT

Tax Exempt? VIRGINIA/FEDERAL CODE SECTION

Grantor: .....

Grantee: .....

Business/Name

1 × Grantor: FLINT PROPERTIES, L.C.

Grantor: .....

1 × Grantee: FLINT PROPERTIES, L.C.

Grantee: .....

Grantee Address

Name: FLINT PROPERTIES, L.C.

Address: P.O. BOX 126

City: LOUISA State: VA Zip Code: 23093

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  County LOUISA Percentage In This Jurisdiction: 100%

Book Number: 1621 Page Number: 108 Instrument Number: .....

Parcel Identification Number/Tax Map Number: FOREST VIEW SUBDIVISION

Short Property Description: FOREST VIEW SUBDIVISION

Current Property Address: N/A

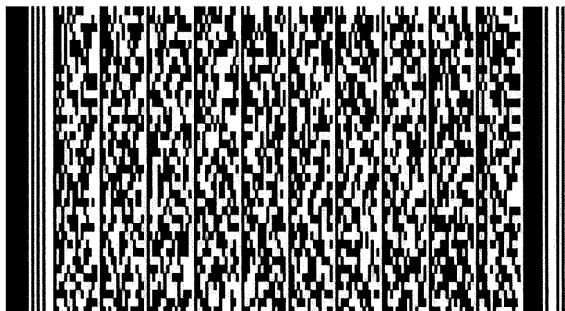
City: TROY State: VA Zip Code: 22974

Instrument Prepared By: CHARLES F. PURCELL Recording Paid By: PURCELL & PURCELL

Recording Returned To: MICHAEL C. KILDOO

Address: PURCELL & PURCELL, P.O. BOX 126

City: LOUISA State: VA Zip Code: 23093



Doc ID: 003725780026 Type: DEC  
Recorded: 05/06/2020 at 03:32:55 PM  
Receipt#: 2020-00002878  
Fee Amt: \$36.00 Page 1 of 26  
Instr# 202000004163  
Patty C. Madison, Louisa Clerk of Co  
Patty C. Madison Clerk of Court  
File#

BK **1672** PG **186-211**

(Area Above Reserved For Deed Stamp Only)

**DECLARATION OF AMENDED RESTRICTIVE COVENANTS**

**THIS DECLARATION** is made and entered into this 1<sup>st</sup> day of December 2019, by Flint Properties, L.C., a Virginia Limited Liability Company, hereinafter referred to as the “Declarant.”

**WITNESSETH:**

**WHEREAS**, the Declarant is the current owner of certain real estate known as Forest View Subdivision, located in Green Springs Magisterial District, Louisa County, Virginia, said real estate containing 91 lots, being shown on a plat of survey, dated June 1994 by James H. Bell, Jr., P.C., and further being shown on the wetland map for Forest View Subdivision of Kenneth M. Hart & Associates, dated September 12, 2001, and recorded in the Clerk's Office of the Circuit Court of Louisa County with this Declaration, and as amended for lots 51A, 51B, 58A and 58B.

**WHEREAS**, Restrictive Covenants have herein been 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, and Deed Book 1621, Page 108 in the Clerk’s Office of the Circuit Court of Louisa County;

**WHEREAS**, Flint Properties, L.C. became the successor in interest to Forest View, L.C., owning all rights and responsibilities of Forest View, L.C. by Deed of Contribution recorded in Deed Book 1230, Page 707 in the Louisa Circuit Court Clerk’s

Office.

**WHEREAS**, pursuant to Paragraph 19 in the aforesaid restricted Covenants, the Architectural Control Committee for Forest View Subdivision reserved the right by unanimous vote of the Committee to amend the aforesaid Restrictive Covenants at any time;

**WHEREAS**, the Architectural Control Committee of Forest View Subdivision did meet on December 1, 2019, and by unanimous vote approved these Amended Restrictive Covenants;

**NOW, THEREFORE**, the Declarant herein declares that all parcels described herein above 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 parcels and shall inure to the benefit of each owner hereof.

#### **ARTICLE I - DEFINITIONS**

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

**“DECLARANT”** refers to Flint Properties, L.C.

**“OWNER”** shall mean and refer to the record owner, including the Declarant, whether one or more persons or entities, of fee simple title in any such parcel, and also including contract sellers.

**“ACCESS EASEMENT”** shall mean and refer to the entrance and all roads shown on the herein above described plat of survey for the purpose of ingress, egress, and any utilities necessary to serve the above-referenced subdivision.

## **ARTICLE II - RESTRICTIVE COVENANTS**

1. The Architectural Control Committee of Forest View Subdivision is composed of the following three persons: Charles F. Purcell, Eric F. Purcell, and Janet V. Purcell. If one of the Committee 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 Charles F. Purcell, P.O. 126, Louisa, Virginia 23093, 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. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. After all property in this Subdivision is sold, this 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 Architectural Control Committee, or resigns in writing and files the same in the Clerk’s Office of the Circuit Court of Louisa County. If this Committee resigns in writing and this writing is recorded in the Clerk’s Office of the Circuit Court of Louisa County, a meeting of the property owners in Forest View shall be

noticed in writing to all property owners for the express purpose of selecting a substitute Architectural Control Committee. At this meeting, a quorum shall be necessary to conduct business. If a quorum is present, a majority of the property owners present shall select a new substitute Architectural Control Committee. Thereafter, any member of the substitute Architectural Control Committee may be replaced by a vote of the majority of the property owners present at a duly noticed meeting as long as a quorum is present.

2. No Lot shall be used except for residential purposes. Not more than one (1) single family dwelling house may be erected on any such residential Lot. Outbuildings not inconsistent with residential use may be erected if approved in writing as provided in Paragraph 4 herein.

3. Before construction can begin on any portion of the property in Forest View Subdivision, or any alteration to any of the property in Forest View Subdivision, plans and specifications for the said construction must be submitted for approval to the Architectural Control Committee.

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 Architectural Control Committee of Forest View Subdivision. Refusal of approval of plans, location or specifications may be based by the

Architectural Control Committee of Forest View Subdivision, upon any ground, 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 ranch-type or a one-story house, or 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 said 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 such plan or modification thereof which has been approved by the Committee. No alterations may be used in such plans after approval by the Committee except by and with written consent of the Committee. No alterations in the exterior appearance of any building or structure shall be made without like approval by the Committee. One copy of all plans and related data shall be furnished to the Committee for its records.

All houses in this subdivision must also meet the following criteria, to-wit:

- a. The 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 the residence. 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 and color, and brick color shall be submitted for approval.
- c. The location of the house shall be staked on the lot and approved prior to beginning construction, and a plan shall be submitted for approval showing the location of the driveway, and house from the road, well, drain field, and other structures. Clearing of the 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 wooded subdivision. No trees except dead or fallen trees may be removed by any owner of property in the subdivision in the 75-foot setback from the road, or the 25-foot side yard and rear yard setback, except as approved by the Architectural Control Committee in writing. Each home must be set back seventy-five (75) feet or more from the street, unless a variance is granted by the Architectural Control Committee.
- d. All appurtenant structures located on the lot including garages, out

buildings, fences, outdoor lighting, and any other type of appurtenances to the property must be approved by the Architectural Control Committee and no construction can begin until a plan has been submitted and approved.

- e. All homes must be made out of HardiPlank siding, brick, stone, or premium grade vinyl, to include 0.42 vinyl (double five Dutch and double five clapboard profile lap), vinyl shake, and vinyl board and bat.
- f. All houses must incorporate a minimum landscape plan and specification for plants.
- g. 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.
- h. All external columns must be a minimum of eight (8) inches round or square.
- i. All sidewalks must be made from brick, stone, stamped concrete or brushed concrete, or other material approved in advance by the Architectural Control Committee.
- j. Dumpsters and portable bathrooms are required for all building sites. No trash shall be permitted on any building sites. All excess



building materials must be carried to the landfill.

- k. All gas or propane tanks for gas fireplaces, gas heat, etc. must be buried.
- l. Roofs must be 25-year architectural shingles or better and approved in advance by the Architectural Control Committee.
- m. The entire plans for all buildings, outside structures, such as garages, fences, or any other appurtenances to the property and landscaping must be approved in advance by the Architectural Control Committee.
- n. Any changes to the plans or other additions or appurtenances to the property must be submitted for approval to the Architectural Control Committee, and all approvals must be in writing to be valid.

5. All homes must be completed within twelve (12) months of the beginning of construction. The commencement date shall be the date of issuance of a building permit for such construction and construction on any lot in the subdivision shall be regulated by the Louisa County Building Code and by building permits issued by Louisa County.

If any structure on any lot is wholly or partly destroyed by fire or wind or suffers damage from any other cause, it must be rebuilt, or if not rebuilt, debris 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 for this requirement being to protect and preserve the values of other properties in the subdivision and to prevent any condition which is or with the passage of time could become a potential or actual hazard or nuisance, including conditions which might attract rodents or other animals.

Prior to 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 onto the lot 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.

The driveway shall be the sole means of access to the lot during construction and in the event any mud, dirt, rock or other materials or debris from the construction site is deposited on subdivision road, it must be promptly removed by the lot owner or the agent of the lot owner. If such materials or debris are not promptly removed upon the first occurrence, the Declarant shall give written notice of that occurrence by mail or hand-delivery to the owner or the owner's agent (which may be any contractor performing work or furnishing materials) and then if not promptly removed, the 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 the second or subsequent occurrences. Such

expense, including any applicable court costs and attorney 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 lien as provided in the Virginia Property Owners Association Act and these Restrictive Covenants.

Any lot owner, their employees and invitees (including but not limited to any general contractors, subcontractors or material suppliers, for all of whose acts the lot owner is hereby declared responsible) damaging the subdivision road or the shoulder or drainage system thereof, directly or indirectly, shall be fully liable to the 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 lien as provided in the Virginia Property Owners Association Act and these Restrictive Covenants.

All entrances to lots from the subdivision road shall meet the standards of VDOT and driveways and roads on lots shall be designed with proper and adequate drainage and shall be surfaced by rock to a minimum depth of four (4) inches, and then asphalt paved, unless another type of finished stone is approved.

Soils that are disturbed during, for the purpose of, or because of construction, shall be graded, fertilized, limed, seeded and strawed (as necessary) within such reasonable time and 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).

6. All notices for any meeting, or for any violation, fine, or assessment pursuant to the terms of these Restrictive Covenants shall be 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. Notice of meetings shall be sent at least fourteen (14) days in advance of such meeting, fine, or assessment.

7. The Committee's approval or disapproval as required in these covenants shall be in writing and must be in writing to be effective. Any approval of any matter not specifically granted in writing is automatically deemed "not approved", whether specifically set forth in writing or not.

8. No sign of any kind shall be displayed to the public view on any lot except those approved in advance by the Architectural Control Committee.

9. No boats, trailers, campers, mobile homes, tents, shacks, or other structures shall at any time be occupied as a residence of any Lot, and no trailer designed for living Purposes, or Recreational Vehicle (RV), shall at any time be brought upon or stored upon said property. No accessory or temporary building shall be used or occupied as living quarters.

10. No porch or projection to any residence or appurtenant building thereto shall extend nearer than seventy-five (75) feet from the front line of the property, nor within twenty-five (25) feet of the side or rear yard where it adjoins the abutting owner, unless a variance is granted by the Architectural Control Committee.

11. Fences or other structures designed to retain children, animals, or pets must be designed and approved by the Architectural Control Committee.

12. No satellite dishes, antennas more than four (4) feet in height, fences, or other appurtenances to the property or the buildings located thereon shall be erected, placed, added or altered on any lot in this subdivision unless and until the plans for same are submitted to and approved in writing by the Architectural Control Committee of Forest View Subdivision. "Direct TV", "DishNet" and other small satellite dishes, approximately 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 the street.

13. 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 septic tanks are installed or before other waste disposal system shall be 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.

14. No animals or fowl of any type shall be kept or maintained on any of the said Lots, except customary household pets defined to include dogs, cats, or other pets that can be kept totally inside a household. Animals may be kept or maintained on the property only if approved in writing by the Architectural Control Committee, and this approval may be revoked at any time if in the discretion of the Architectural Control

Committee of Forest View Subdivision the animal is a potential danger to persons, other animals, or property.

Domestic pets, if approved in writing, shall be under the control of the owner thereof at all times and shall not be allowed to roam unattended and freely about the subdivision at any time. 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 hereof 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.

15. 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 purpose set forth above.

16. No business, or noxious or offensive trade or activity shall be carried on any said Lot, nor shall anything be done thereon which shall be or become an annoyance or nuisance to any of the property owners in this subdivision.

17. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. 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.

18. 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. Exceptions may be granted during construction of a home, garage, fence, yard maintenance, or other improvement to the property.

19. Easements or fee simple rights of way on any of the lots in this subdivision for the installation and maintenance of roads, streets, sidewalks, lighting, electrical, telephone, water, sewer, or other utilities and their appurtenances, driveways or access ways, drainage facilities, cable television, subdivision signs approved by the Architectural Control Committee, or any other easements or fee simple rights of way deemed necessary by the Architectural Control Committee for the use and enjoyment of any of the lots in this subdivision, or any adjoining property, are reserved to Flint Properties, L.C., its successors in ownership and assigns, and may be dedicated, publicly or privately, at any time.

All Easements or fee simple rights of way for roads, streets, electric lines, telephone lines, cable television lines, utilities and appurtenances, or any other easement or fee simple rights of way of any type in this subdivision is reserved to and must be approved by the Architectural Control Committee of Forest View Subdivision, regardless of the ownership of the property at the time of proposed dedication of such easement or right of way. All utilities must be underground, with the exception of junction boxes and

other similar materials which may be located above ground, and with the exception of existing structures of adjoining property owners.

20. No construction or land disturbance activities of any kind may be conducted on the subject property within any wetland area, waters of the U.S., or the buffers surrounding the said areas, as shown on the Wetland Plat 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 preserved the natural contour of the



ground.

- d. Buffers and easements have been granted to the United States Army Corp of Engineers as shown on the above-referenced wetland map recorded in the Clerk's Office of the Circuit Court of Louisa County, which shall run with the land, and be protected by the Army Corp of Engineers and the Architectural Control Committee of Forest View Subdivision.

Notwithstanding the above, this shall not apply to the road crossings and other land disturbing activities which have been permitted by the Army Corps of Engineers, or any successor State or Federal agency.

21. It is intended that the roads and streets, utilities for water and sewer, if any, and their appurtenances, in Forest View Subdivision will be dedicated to the County of Louisa or the Commonwealth of Virginia and maintained by VDOT or the County of Louisa, or its designated agencies or authorities. All the lot owners in this subdivision agree to cooperate with whatever documents that must be signed to facilitate this process. All lot owners shall construct their entrance and do no damage to the roads that will prevent the roads from being dedicated to the County of Louisa or the Commonwealth of Virginia, or its designated agencies or authorities. All lots must access from the new internal subdivision streets, unless other entrances have been approved by VDOT and the Architectural Control Committee. Each lot owner shall be responsible for any damage

done to the roads by his or her contractors or subcontractors.

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

22. Each lot owner shall pay the sum of \$200.00 per year to an escrow account maintained by the Architectural Control Committee for the subdivision, which sum shall be used for the maintenance of the roads, including banks and shoulders, common areas, entrances, and any grass cutting, landscaping, or entrance signs which the Architectural Control Committee deems necessary to maintain the quality of appearance of the subdivision. The sum may also be used for maintenance of the roads themselves, if necessary; removal of dead trees; snow removal; or any other maintenance item the Architectural Control Committee deems necessary to maintain the quality, safety and value of the subdivision.

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

the Declarant or other owner were the owner of only one lot.

In addition to the provisions herein, this sum may be increased by the Architectural Control Committee to protect the quality of the subdivision or to enforce these Restrictive Covenants. The Architectural Control 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.

23. All lots 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.

24. If any violation of these Restrictive Covenants occurs, then the Architectural Control Committee or its designated representative may notify a landowner in writing of the violation, and liquidated damages of \$200.00 per day from the date of notice shall be assessed after fourteen (14) days' notice of any violation that has not been corrected pursuant to Paragraph 31 of these Restrictive Covenants, unless a variance is granted.

25. The subdivision shall be managed by the Architectural Control Committee

of Forest View Subdivision as set forth herein. However, the subdivision may also have a Property Owners Association whose rights, obligations and responsibilities are as set forth below.

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, if the residents of the subdivision by majority vote determine to have a Property Owners Association. 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, as long as a quorum is present.

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. The Property Owners 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, they agree to and owe a fiduciary duty responsibility to all lot owners in the subdivision to manage the subdivision to preserve the property values and quality of life of all property owners in the subdivision. No contracts or indebtedness may be incurred in excess of the amount of funds held by the Property Owners Association from collected dues or assessments. It is the intent of these covenants that the property owners of the subdivision will help self-govern the subdivision and preserve the property values and

quality of life in the subdivision. However, all actions of the Property Owners Association may be vetoed by the Architectural Control Committee of Forest View Subdivision if at any time in their sole and unilateral discretion such action is necessary.

As previously noted, the initial contribution for maintenance in the subdivision shall be \$200.00 per owner of a lot, 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 payment of contributions for other than routine and continuing maintenance shall also be decided at any quarterly meeting (or at such other time as may be appropriate).

All matters determined by the Property Owners Association are advisory only and shall be furnished to the Architectural Control Committee of Forest View Subdivision for final determination. The Architectural Control Committee of Forest View Subdivision 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 Property Owners Association.

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.

The Property Owners Association shall elect a President, Vice President, Secretary and Treasurer to oversee the business meetings. All funds collected by the Property Owners Association for maintenance must be turned over to the Architectural Control Committee of Forest View Subdivision to be used for payment of said maintenance. Quarterly reports of the use of such funds by the Architectural Control Committee of Forest View Subdivision shall be provided to the Property Owners Association.

At least thirty (30) days prior to a meeting, notice of the estimated amounts and the time, date and location of the meeting to decide such amounts, shall be mailed by regular U.S. mail to the owners of lots in the subdivision at their address as noted on the records of the Louisa County Commissioner of Revenue, and those entitled to vote may do so in person or by written proxy.

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, but the Declarant or other owner shall nonetheless have the right to cast one vote for each lot owned. The Association shall be subject to and operate under the Virginia Property Owners Association Act (§§ 55-508 *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.

In addition to the provisions herein, the Architectural Control 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.

26. Unless otherwise specified in these Restrictive Covenants, the quorum required for any action of the property owners or the Property Owners Association which is subject to a vote of the property owners at an open meeting of the association shall be as follows: The first time a meeting of the property owners of the association is called to vote on a particular action proposed to be taken by the association, the presence at the meeting of property owners and of proxies of the property owners entitled to cast twenty-five percent (25%) of the total vote of the property owners shall constitute a quorum. In the event the required quorum is not present at the first meeting, a second meeting may be called subject to giving of notice, 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 noted 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

27. All notices required herein shall be in writing sent by regular U.S. mail to the address of each property owner in Forest View and shall give at least fourteen (14) days' notice of any meeting.

28. All builders in Forest View Subdivision must be approved in writing by the Architectural Control Committee of Forest View Subdivision.

29. All real estate agents licensed by the Commonwealth of Virginia are approved to sell property in Forest View. The Architectural Control 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.

30. The Architectural Control Committee of Forest View Subdivision 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 covenants, and to amend at any time the Plat of Subdivision with reference to this property. However, nothing herein shall alter the provisions of Paragraph 20 regarding maintenance of the wetlands and buffers surrounding said wetlands unless approved in writing by the Army Corps of Engineers, or any successor State or Federal agency responsible for this maintenance.



31. 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 covenant either to restrain violation or to recover damages. All property owners in this subdivision by recordation of their Deed of conveyance are subject to these Restrictive Covenants and agree to be responsible for any violation of these aforesaid Restrictive Covenants and further agree to be responsible for all reasonable attorney's fees and damages incurred in the prosecution and enforcement of these Restrictive Covenants. Liquidated damages of \$200.00 per day shall be assessed after fourteen (14) days' notice of any violation that has not been corrected. In addition, damages shall include fines, attorneys fees, costs, and any other damaged incurred as a result of violation of these Restrictive Covenants.

32. These Restrictive Covenants shall be considered as covenants running with the land, and shall bind the purchaser or successor in interest of all lots or property shown on the Plat of Forest View Subdivision, referred to previously herein, or as amended, and the wetland map, referred to previously herein, and their successors and assigns. If any of the aforesaid owners, their heirs, executors, successors or assigns shall violate or attempt to violate any of the covenants and restrictions contained herein, it shall be lawful for the Architectural Control Committee of Forest View Subdivision, or any person owning any lot in Forest View Subdivision, to prosecute any proceeding at Law or in equity against the person violating or attempting to violate any such covenants or restrictions and either to prevent them from so doing or to recover damages for such

violation. Any damages recovered shall be paid to the Architectural Control Committee of Forest View Subdivision and shall be used to correct the damages.

33. Any 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 1<sup>st</sup> day of December, 2019.

FLINT PROPERTIES, L.C.

By: Charles F. Purcell  
Charles F. Purcell, Managing Member

COMMONWEALTH OF VIRGINIA,

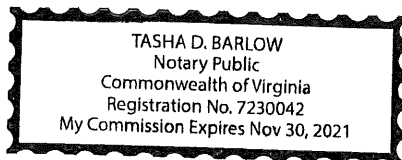
COUNTY OF LOUISA, to-wit:

I, Tasha D. Barlow, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Charles F. Purcell, Managing Member of Flint Properties, L.C., whose name is signed to the foregoing instrument, has this day personally appeared before me and acknowledged the same.

Given under my hand this 1<sup>st</sup> day of December, 2019.

My Commission expires: November 30, 2021.

Registration Number: 7230042.



Tasha D. Barlow  
Notary Public

RECORDED IN CLERK'S OFFICE OF  
LOUISA COUNTY CLERK OF COURTS ON  
MAY 6, 2020 at 3:32:55 PM  
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  
Patty C. Madison