

210004684.001

RECORDED FLUVANNA CIRCUIT COURT CLERK'S OFFICE
TRISTANA P. TREADWAY, CLERK by AFL
INSTRUMENT # 210004684
Sep 16, 2021 AT 12:10 pm

County of Fluvanna, Virginia
TAX MAP: 31-A-87A, 31-A-88, 31-A-89

**DECLARATION OF COVENANTS AND RESTRICTIONS
OF HIGH POINT SUBDIVISION**

This Declaration is made this 6th day of MAY 2021, by Granville Booker and Laurie Booker (the "Declarant").

WITNESSETH:

WHEREAS, the Declarant is the owner of certain real estate lying and being situated in the Columbia District of Fluvanna County, Virginia, containing 66.82 acres, in three parcels (the "Property"), being the property conveyed to the Declarant by deed of Bargain and Sale, dated March 28, 2006 recorded in the Clerk's Office of the Circuit Court of Fluvanna County, Virginia in Deed Book 678, Pages 489-493; and

WHEREAS, the Declarant has caused the subject Property to be divided into 25 lots (the "Lots"), as shown and described on plat of Meridian Planning Group, LLC, made by Timothy Ray Miller, dated March 23, 2020, last revised March 30, 2021, entitled "Final Subdivision Plat for Tax Map 31, Section A, Parcels 87A, 88, & 89, High Point Subdivision, Columbia District, Fluvanna County, Virginia", and recorded in the Clerk's Office of the Circuit Court of Fluvanna County, Virginia in Plat Book 3, Page 399-404 (the "Plat"), a copy of which is recorded herewith; and

WHEREAS, the Declarant desires to subject the Lots shown on the aforesaid Plat of "High Point Subdivision" (hereinafter "High Point") to the following covenants and restrictions for the benefit and complement of all the Lots and of the future owners of the Lots;

NOW THEREFORE, the Declarant hereby declares that all the Lots of High Point, being Lots 1-25, shown on the attached Plat shall be held, transferred, sold, conveyed, and occupied

subject to the covenants, restrictions, easements and charges hereafter set forth, which are hereby imposed to enhance and protect the value and the desirability of the Lots and shall inure to the benefit of each owner thereof and shall transfer with the land, unless otherwise set forth herein.

ARTICLE ONE – DEFINITIONS

Section 1.01. “Declaration” shall mean and refer to the covenants, restrictions, easements, conditions, reservations and charges and all other provisions set forth in this document, as the same may, from time to time be amended or supplemented.

Section 1.02. “Declarant” shall mean and refer to Granville Booker and Laurie Booker, and any other successor or assignee of it as a developer.

Section 1.03. “Lot Owner” shall mean and refer to the record owner, whether one or more persons or entities, including Declarant, of the fee simple title to any Lot subject to this Declaration, including contract seller, but excluding those having an interest merely as security for the performance of an obligation. Owner shall not mean and refer to the mortgagee unless and until the mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure. In the case where a Lot is held by one or more persons for life with the remainder to another or others, the term “Owner” shall mean and refer only to such life tenant or tenants until such time as the remainderman or remaindermen shall come into use, possession, and enjoyment of the Lot.

Section 1.04. “The Association” shall refer to the High Point Owners’ Association, which shall be incorporated as a Virginia non-stock corporation as set out in Section 5.02 herein, its successors and assigns.

ARTICLE TWO – HIGH POINT ROADS

Section 2.01. It is intended that the roads in High Point, to be known as Riva Way and Derosa Court, will be dedicated to the Commonwealth of Virginia and maintained by the Virginia Department of Transportation. All owners in the subdivision agree to cooperate with and execute whatever documents may be necessary or appropriate, now and in the future, to ensure that the roads are taken into the State system. Each owner shall be responsible for damage done to either road during the construction of improvements on the owner's Lot by his contractor or subcontractors.

ARTICLE THREE – SPECIFIC RESTRICTIONS

Section 3.01. Residential Use. With the exception of Lot 13, which may also be used for agricultural and/or horticultural purposes, so long as such agricultural and horticultural purposes do not conflict with the open space use for well and septic purposes, all Lots shall be used for residential purposes and customary recreation and accessory uses and purposes incidental thereto; only single family residences may be built on each Lot. The use of a portion of a dwelling on a Lot as a home office by the Owner or Tenant thereof, if permitted by Fluvanna County Zoning Ordinance, shall be considered a residential use, provided that the use of the Lot does not create undue customer or client delivery traffic to and from the Lot of the type and amount which is more than might reasonably be expected from the use of such Lot for residential purposes. The provisions of this paragraph shall not prohibit any builders permitted by the Declarant, in writing, from using any house as a model home.

Section 3.02. Parking. All Vehicles belonging to or used by the Owners of the Lots, their guests, invitees, family members or tenants shall be parked in the garage or on the driveway for the Lot. No inoperable vehicle or vehicle without current state and county tags shall be

allowed to remain on any lot beyond a reasonable period of time, and in no event exceeding thirty (30) days, unless stored in a garage or other outbuilding. No vehicle having more than two axles shall be parked in this subdivision on a regular basis.

Section 3.03. *Antennae and Satellite Dishes.* No radio station or short-wave operators of any kind shall operate from any Lot or residence. No satellite dishes exceeding one (1) meter in diameter shall be installed on any Lot or no antennae or mast that is more than twelve (12) feet over the roof line shall be installed on any Lot without the written approval of the Declarant. All dish and/or antennae must be located behind the house front building line.

Section 3.04. *Further Subdivision of Lots.* No Lot shall be further subdivided or separated into smaller lots by an Owner other than the Declarant without written consent of the Declarant, its successors and assigns, and no portion less than all of any such Lot shall be conveyed or transferred by an Owner other than the Declarant; provided, however, that this shall not prohibit deeds of correction, deeds to resolve boundary line disputes and similar corrective instruments. No Lot shall be used as a roadway, right of way or easement for access to any property lying outside the boundaries of the Property.

Section 3.05. *No Nuisance.* No nuisance shall be maintained on any Lot. No noxious or offensive activity shall be permitted on any Lot. Trash or garbage must be kept in appropriate containers and shall not be stored or kept in open view.

Section 3.06. *Commercial Purposes.* No Commercial buildings shall be built upon the Lots. Provided, however, that nothing in this paragraph shall be interpreted to prevent the conduct and operation of home-based offices and occupations, if such home-based office and occupation are permitted by Fluvanna County Zoning Ordinances. Further, nothing in this paragraph shall be interpreted to prevent the conduct and operation of agricultural or

horticultural uses on any Lot designated for those purposes herein, so long as they comply with the requirements set out in this Declaration and the Fluvanna County Zoning Ordinance.

Section 3.07. Signs. No billboards, signs or advertisements shall be erected, maintained or displayed on any lot without the prior written consent of the Declarant, or the Association. However, customary "For Sale", "For Rent" or "Construction By" signs may be erected by the Owners without the prior written approval of the Declarant or the Association.

Section 3.08. Animals and pets. No poultry, goats, swine, sheep or other barnyard or zoo-type animals, unless specifically permitted herein, shall be kept upon any Lot. Privately owned dogs, cats, chickens, and other domestic pets may be kept upon the Lots. No animal(s), domestic pets or other, shall be kept on any Lot, in such numbers as to create a nuisance to the neighbors, or a health hazard to the neighbors or the animals. In no event shall more than two (2) of any species of any domestic pet specified herein be kept. All dog pens and enclosures must comply with the requirements of Section 4.04 of these Covenants and Restrictions. No chain link, wire or metal fencing or animal enclosures shall be permitted unless appropriately landscaped and covered with lattice or wood fencing. The restrictions and prohibitions set forth in this Section 3.08 do not apply to Lot 13.

Section 3.09. No Hunting. No hunting or the discharging of any firearms shall be permitted on any Lot.

ARTICLE FOUR – ARCHITECTURAL REVIEW

Section 4.01. Plan Approvals. All homes must be in conformity with these Covenants and Restrictions, as determined by the Declarant in its sole discretion. Discretion with regard to conformity will include an aesthetic evaluation by Declarant of any existing homes to the left, right, rear and across the street from the lot in question. All of the following requirements must

be presented to, and approved by, the Declarant prior to commencement of any construction on a lot. The Declarant will respond within twenty-one (21) days after the receipt of all the below listed requirements with a written approval, rejection, and/or required changes. The Declarant hereby acknowledges that all homes to be built by Liberty Homes, Inc. are considered approved and they are not subject to the provisions of 4.01.

A. Application Requirements for Plan Approval

1. A complete set of the construction drawings, including the foundation, floor plan, and all elevations.
2. A site plan showing the house location and Erosion and Sediment Control measures.
3. Roofing, siding, brick, railing, post, shutter, exterior doors and any other exterior finish products, style, type and finish color.

In the event the Declarant fails to approve, modify, or disapprove in writing a request for approval as required herein within twenty-one (21) days after the plans, specifications or other appropriate materials have been submitted in writing to it, approval will be deemed granted. In the event the appropriate equitable or legal action together with a *lis pendens* has not been commenced within ninety (90) days after the issuance of a certificate of occupancy of, if not building permit was required by local ordinances, the completion of any improvements or alterations it shall be conclusively presumed that such construction, alterations or improvements are approved by the Declarant. The responsibilities of the Declarant hereunder to approve plans shall, upon the transfer by the Declarant to the Association, become the responsibility of the Association.

Section 4.02. Square Footage of Residence. Every residence built on the Lots shall contain the following minimum square feet of fully enclosed floor space devoted to living

purposes (exclusive of porches, breezeways, patios, basements, garages, and any unfinished space) unless the Declarant grants a written exception to this requirement:

- A) 1,200 square feet of living floor space for a one-story dwelling;
- B) 1,400 square feet of living floor space for a one and a half story dwelling; and
- C) 1,400 square feet of living floor space for a two-story dwelling.

In no event shall manufactured homes, mobile homes, single wide or double wide homes (even if placed on a permanent foundation) or modular homes be permitted on any Lot. No tents, campers or vehicles designed for mobile living may be used as either temporary or permanent living space upon any of the Lots.

Section 4.03. Roofing and Roof Pitch. The roof pitch of each residence shall be six (6) per foot (6/12 roof pitch) with at least two intersecting roof lines. A covered front porch may count as one of the roof lines. All roofing will be a minimum of twenty-five (25) year architectural grade shingle. All homes must have gutters and leaders. Alternate gutter systems may be allowed provided the Declarant consents in writing to such alternate gutter system.

Section 4.04. Fences, Sheds, and Outbuildings. A maximum of one (1) shed is permitted on each Lot, not to exceed 400 square feet. The exterior finish and roofing of all sheds must match the color of the corresponding residential dwelling. Any fence or wall built on any of the Lots shall be maintained in a proper manner so as not to detract from the value and desirability of the surrounding property. No chain link, wire, or metal fences or animal enclosures, including, but not limited to, dog pens, will be permitted, unless covered with lattice work or wood. All sheds and fences are subject to the approval process set forth herein by the Declarant or the Association, as to location, type of structure or fence, and materials to be used.

Section 4.05. Landscaping. All soil disturbed in the construction process on a Lot will be covered with either seed and straw or mulch.

Section 4.6 Walkways. A solid walkway from the front door to the driveway is required.

ARTICLE FIVE – CREATION OF HOME OWNERS ASSOCIATIONS; TRANSFER OF ARCHITECTURAL REVIEW AND APPROVAL TO OWNER ASSOCIATION

Section 5.01. Declarant Control. The Declarant may, in the Declarant's sole discretion, maintain complete control over architectural review until one hundred percent (100%) of the Lots have been conveyed.

Section 5.02. Homeowner's Association. When one hundred percent (100%) of the Lots have been conveyed and, or at such earlier time as the Declarant may deem appropriate in the Declarant's sole discretion, the Declarant may assign all rights and responsibilities under these Covenants and Restrictions to a homeowner's association (hereafter the "Association"), for the purpose of continuing the implementation and enforcement of the rules set forth in these Covenants and Restrictions. Prior to the Declarant assigning its rights and responsibilities to the Association, it will proceed to incorporate the Association as a Virginia non-stock corporation. An initial Board of Directors, of three (3) members, shall be appointed by the Declarant. The initial Directors shall be responsible for the calling of the first meeting of the Association. At the first meeting the Owners shall, by a majority vote, form the Associations legal entity as they deem advisable, elect a Board of Directors and officers of the Association, and adopt bylaws to govern the conduct of the Association. The Declarant shall bear no further responsibility whatsoever under this Declaration of Covenants and Restrictions once one hundred percent (100%) of the Lots have been conveyed and, or upon the appointment of the initial Board of Directors, whichever shall first occur. During such time of Declarant control, the Declarant shall

be responsible for all maintenance responsibilities of the Association set forth herein, at the Declarant's expense.

Section 5.03. Purpose of the Association. The Association shall perform the following, in addition to other duties, such as levying assessments, and regulating the external design, appearance and use of the Lots, easements and improvements thereon, mowing the drain field easements near any open space, along Derosa Court and Riva Way, and around the entrance feature, and any necessary maintenance to any common area as approved by the Association as set forth herein.

Section 5.04. Membership, Voting, and Majority Rule. The address of record for any Owner shall be the address shown on the Fluvanna County tax records in the Office of the Commissioner of Revenue, unless the Declarant or Association is given written notice of an alternate address by the Owner of a Lot in High Point, who shall have one (1) vote for each Lot owned, regardless of the number of record Owners of any given Lot. The Association shall be governed by the majority vote of the Owners (1 vote per Lot) in the establishment of the Association, the election of Directors, and the adoption of Bylaws. The Owner of each Lot, by acceptance of a deed thereto, automatically becomes a member of the Association to be created and as set forth herein.

ARTICLE SIX – ASSESSMENT ON LOTS

Section 6.01. There shall be no assessment of Lot Owners during the period of Declarant control. Once 100% of the Lots are conveyed to others or the Declarant voluntarily relinquishes control, whichever occurs first, the Association may establish an annual assessment for the payment of costs incurred for maintenance of the mowing of easements, common areas, entrance way, and sign, as set forth herein. The Association may impose special assessments from time to

time as are determined by the Association as necessary for the payment of costs and attorney's fees anticipated or incurred for the enforcement of this Declaration or for the maintenance required herein.

Section 6.02. Declarant for each Lot owned hereby covenants, and each Owner of any Lot by acceptance of the deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay equally with the other Owners the cost of annual and special assessments as provided for herein.

Section 6.03. In the event any Owner shall fail to contribute his pro rata share of assessments, the Association may after 15 days written notice, bring an action at law against the non-contributing Owner and/or may record in the Fluvanna County Circuit Court Clerk's Office a notice of lien against the non-contributing Owner for his or her portion of the assessments that are due, which filing shall create a continuing lien against the non-contributing Owner's Lot, the amount of which shall include interest at the legal rate of judgments the prevailing, plus any costs of collection, including reasonable attorney's fees in the amount of 33% of all outstanding assessments to be collected. The parties hereto and their successors and assigns as evidenced by the recordation of a deed or other instrument conveying an interest in a Lot to such successor or assign, specifically agree that a notice of lien may be bonded off using procedures similar in fashion to those procedures set forth in Virginia Code § 43-70 *et seq.* or any amendments thereto, or a motion to quash may be brought in the appropriate court.

Section 6.04. The lien for assessments shall be subordinate to the lien of any mortgage or deed of trust.

ARTICLE SEVEN – EASEMENTS

Section 7.01. Declarant reserves unto itself, its successors and assigns, perpetual and alienable easements and rights of way twenty (20) feet in width (which may be granted, vacated, revised, and/or relocated) on, above, through, over, under and across that portion of property immediately within and along the front, rear and side boundary lines of all Lots, 10' on either side of all lot lines, and a 20' utility and drainage easement adjacent to all road right of way and the perimeter boundary lines of the subdivision for the purposes of constructing, installing, operating, inspecting, maintaining, repairing, modifying, replacing, removing and extending the following: electric, telephone and cable poles, wires, cables, conduits, pipes, ditches and other suitable equipment for the conveyance of water, telephone, electricity, cable, internet, communications and other utilities and public conveyances, and drainline and drainfield (sewage), and for storm and surface water drainage and management, together with the right of ingress and egress to all such facilities and easements for the construction and maintenance thereof. Private wells and septic fields may encroach into the easements. Any easement exercised hereunder shall be exercised in a manner consistent with the use of the Lot on which such easement lies for residential purposes.

Section 7.02. *Mowing Easement.* Declarant reserves unto itself, its successors and assigns, including, but not limited to, to the Association and the Lot Owners, a perpetual mowing easement along Derosa Court and Riva Way, within the drainfield and any common areas or Lots and within ten (10') feet of any state route, as shown and described on the aforesaid Plat, together with the rights of the Declarant, its successors and assignees as developers, and the Association to enter all lots for the purpose of performing the maintenance obligation set out herein.

Section 7.03. Entrance Feature. Declarant reserves unto itself its successors and assigns, including, but not limited to the Association and the Lot Owners, a perpetual easement for the installation, renovation, modification, and maintenance of the entrance feature including, but not limited to, the landscaping and lighting of the entrance feature in the area in a common area selected by the Declarant or Association.

Section 7.04. Drainage Easements. Declarant reserves unto itself, its successors and assigns, including, but not limited to the Association and the Lot Owners, a perpetual easement for the installation, renovation, modification, and maintenance of drainage easements and storm water management facilities in those areas shown and described as "Drainage Easement" on the aforesaid Plat together with the right of ingress to and egress from, over and through any lot for the purpose of installing, renovating, modifying, and maintaining the drainage easements and storm water management facilities. The Declarant, its successors and assigns, shall have the right to trim, cut and remove trees and shrubbery, fences, structures or other vegetation which interfere with the proper and efficient construction, operation, and maintenance of drainage easements.

Section 7.05. The Declarant hereby reserves, establishes and imposes on the common areas, as shown on the Plat as perpetual, alienable easements and rights of way, for the benefits of the Lot Owners, for the construction, inspection, repair, replacement and maintenance of drainfields and septic system facilities and wells, as applicable for the individual Lots, identified, shown and described on the Plat.

Section 7.06. Each Lot Owner shall be responsible for the costs of installing, inspecting, repairing, replacing and maintaining the drainfield and septic system located on a common area adjacent to that Owner's Lot, together with all lines running from such drainfield, septic systems

and wells to Owner's Lot. The Lot Owner shall also be responsible for the costs of restoring the landscaping and/or any land disturbed as the result of the installation, inspection, repair, replacement or maintenance of the Lot Owner's drainfield, and septic system facilities located on a common area adjacent to that Owner's Lot.

Section 7.08. The easements provided in this Article shall include the right to cut any trees, brush, shrubbery to make any grading of soil and take other similar action reasonably necessary to provide economical and safe utility installation and drainage facilities.

Section 7.09. The rights herein reserved may be exercised by the license of the Declarant but shall not be deemed to impose an obligation upon Declarant to provide or maintain or be responsible for the lapse or temporary interruption of any utility or drainage service.

Section 7.10. Any damage to property resulting from the use of easements hereby reserved shall be promptly repaired at the expense of the party that caused the damage. Culverts and/or ditches shall be promptly repaired by the Lot Owner responsible for their damage.

ARTICLE EIGHT – BUILDING SETBACK LINES

Section 8.01. The setback requirements and lines shown on the attached subdivision plat are set forth solely for informational purposes to show the setback requirements imposed by the ordinances of Fluvanna County, Virginia in effect as of the date of the approval of the subdivision plat, and are not restrictive covenants running with the land.

Section 8.02. Relief from any violation of such setback requirements and lines may be effectively and conclusively obtained by a variance or variances from the Fluvanna County Board of Zoning Appeals or any successor body, and shall not require the consent or approval of any other Owner.

ARTICLE NINE – GENERAL PROVISIONS

Section 9.01. County Regulations. The open space may be used for the following uses: (1) agricultural (subject to the restrictions on animals set forth in Section 3.08 herein) and horticultural, provided that the agricultural and horticultural use shall not conflict with the use of the open space for septic and well purposes, and one residential dwelling, but not including any commercial or industrial uses or structures; (2) parks, playgrounds, preserves and conservation areas for the benefit of the Owners, their family members, guests, and invitees, but not in any event for commercial or industrial use; (3) public utilities, such as poles, lines, transformers, pipes, meters and related or similar facilities, water and sewage distribution and collection lines; (4) cable communication lines; (5) water wells and other facilities for the production, storage and distribution of water exclusively for the use of the Lot Owners and users of uses permitted within open space and other Lots; (6) sewer disposal systems and other sewage disposal facilities exclusive for the use of the Owners and users of uses permitted within the Lot ___ open space and Lots. The restrictions on the use of open space, except the curtilage area, set out in this paragraph shall inure to the benefit of the County of Fluvanna as well as to the Lot Owners.

Section 9.02. Enforcement. The County of Fluvanna and its representatives may enter upon the open space from time to time for the purposes of inspection for the sole purpose of enforcing the provisions of Section 9.01 hereof and of Section 22-4-10.3 of the Fluvanna County Code, and any subsequent amendments thereto.

Section 9.03. The granting of easements in the open space in no way grants to the public or the owners of any land outside High Point Subdivision the right to enter any party of the open space. The creation of the open space shall not, in any way, be deemed or construed to be a dedication of such areas for the general public use.

Section 9.04. Any Lot Owner, the Declarant and the Association shall have the right to enforce, by any proceeding, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. The Court in any action shall award the successful party reasonable expenses in prosecuting such action, including attorney's fees. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to enforce such covenant or restriction thereafter.

Section 9.05. Unless otherwise specified herein, the above covenants and restrictions shall be binding upon all Lot Owners, their heirs, successors and assigns, and shall inure to the benefit of all other Lot Owners. All open space restrictions on the use of common areas set out in the Fluvanna County Zoning Ordinance shall be perpetual and binding on the Owner of common areas, its heirs, successors and assigns, and shall inure to the benefit of the Lot Owner, and the County of Fluvanna. All open space restrictions on the use of common areas set out in Fluvanna County Zoning Ordinance is to be perpetual and binding on the Owner of common areas, its heirs, successors and assignees, and shall inure to the benefit of the Lot Owner, and the Government of the County of Fluvanna. This Declaration shall be governed by and constructed in accordance with the laws of the Commonwealth of Virginia.

Section 9.06. *Variances.* The declarant may allow reasonable variances and adjustments of these Covenants and Restrictions in order to overcome particular difficulties and to prevent unnecessary hardship in the application of the provisions contained herein; however, that such is done in conformity with the intent and purposes hereof, and provided also that in every instance such variance or adjustment will not be materially detrimental or injurious to other property or improvements in the Subdivision. Notwithstanding the foregoing, no variance granted hereunder

shall affect the rights of the County of Fluvanna to enforce restrictions established by or pursuant to its ordinances.

Section 9.07. Duration and Amendments to the Covenants and Restrictions. The Covenants and Restrictions shall run with and bind the real estate made subject to such Covenants and Restrictions for a term of thirty (30) years from the date this Declaration is recorded, after which time this Declaration shall be automatically extended for successive periods of twenty-five (25) years, unless the Covenants and Restrictions are expressly terminated by an instrument signed by not less than all of the Owners of records of the Lots and any approvals required by mortgage lien holders. A termination must be recorded in the land records of Fluvanna County in order to become effective. Prior to the transfer to the Association, these Covenants and Restrictions may be amended at the sole discretion of the Declarant, without prior approval of the Owners of record. Any such amendment need only be signed by the Declarant, recorded in the Clerk's Office of the Circuit Court of Fluvanna County, Virginia, and a copy mailed to the Owners of record. Notwithstanding the foregoing, all open space restrictions on use of common areas set out in the Fluvanna County Zoning Ordinance shall be perpetual. After the transfer to the Association, these Covenants and Restrictions may be amended by a vote and approval of two-thirds (2/3) of the Owners of record as of the date of the vote.

Section 9.08. Contravention. Nothing contained herein shall be construed as altering, amending, or vacating the provisions or ordinances of Fluvanna County, Virginia. Where these Covenants and Restrictions are more restrictive than County ordinances, then these Covenants and Restrictions shall apply.

Section 9.09. Severability. Every one of the Restrictions is hereby declared to be independent of and severable from the rest of the Restrictions, and of the form every other one of

the Restrictions and of and from every combination of the Restrictions. Therefore, if any of the Restrictions 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 upon the validity, enforceability or "running" quality any other one of the restrictions.

Section 9.10. Captions. The captions preceding the various paragraphs and subparagraphs of these Restrictions are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the Restrictions. 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 masculine.

Section 9.11. Applicability. These Covenants, restrictions and reservations shall be covenants running with the land, shall be binding upon all owners, their heirs, successors and assigns, and shall inure to the benefit of all Lot Owners in the subdivision. Such covenants, restrictions, and reservations shall continue unless amended or abolished by a written agreement as set forth herein.

WITNESS THE FOLLOWING SIGNATURE AND SEAL:

By: D. Booker (SEAL)
Granville Booker

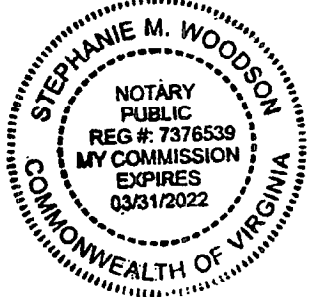
By: Laurie Booker (SEAL)
Laurie Booker

COMMONWEALTH OF VIRGINIA
COUNTY OF FLUVANNA

The foregoing instrument was acknowledged before me this 6th day of May, 2021
by Granville Booker and Laurie Booker.

[Signature]
Notary Public

My Commission Expires: 3/31/2022
Notary ID No.: 7376539



APPROVED AS TO FORM
By: _____
Fluvanna County Attorney's Office

RECEIVED

MAY 13 2021

Fluvanna County
Planning Dept

210004684.019

WITNESS THE FOLLOWING SIGNATURE AND SEAL:

By: G. Booker (SEAL)
Granville Booker

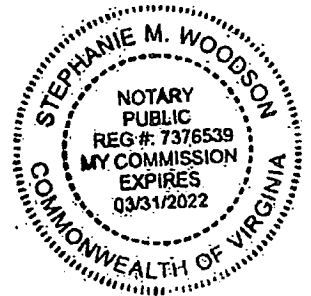
By: Laurie Booker (SEAL)
Laurie Booker

COMMONWEALTH OF VIRGINIA
COUNTY OF FLUVANNA

The foregoing instrument was acknowledged before me this 6th day of May, 2021
by Granville Booker and Laurie Booker.

[Signature]
Notary Public

My Commission Expires: 3/31/2022
Notary ID No.: 7376539



APPROVED AS TO FORM
By: [Signature], Deputy County Atty
Fluvanna County Attorney's Office

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