

Rockfish Heights Covenants & Restrictions

THIS DECLARATION of Protective Covenants for ROCKFISH HEIGHTS SUBDIVISION is made this 19th day of February, 2006, by Winter Wren, LLP, a Virginia Limited Liability Partnership, ("Declarant") and provides:

1. RECITALS : The Declarant owns the property in the Rockfish Magisterial District, Nelson County, Virginia, shown on a plat by James Brenneman, L.S., dated February 16, 2006, as "Rockfish Heights Subdivision", (the "Plat"), recorded in Plat Cabinet 4, Slide _____, and incorporated in this Declaration by reference. This is the same property conveyed to the Declarant by deed dated _____, 2005, from Truslow and Aldridge General Partnership, recorded in the Nelson County Circuit Court Clerk's Office as Instrument No. 030004052, and by deed dated _____ from James D. Truslow recorded as Instrument No _____.

The Declarant, as referred to herein, is Winter Wren, LLP, its successors and assigns. The Association is the Rockfish Heights Property Owners Association as defined herein.

2. PURPOSE: The purpose of this Declaration is to establish a subdivision of residential home sites for family living in a protected rural environment. The covenants, in particularly, are intended to protect and promote privacy, property values, a peaceful rural lifestyle and an environment of harmony among the proposed home sites and the present forest ecosystem.

3. DECLARATION OF SUBDIVISION: The Declarant does hereby establish Rockfish Heights as a subdivision under the Nelson County Subdivision Ordinance, and as shown on the plat.

4. PROTECTIVE COVENANTS: All Lots in the subdivision are hereby made subject to the restrictive covenants set forth in this document, which shall run with the land as appurtenances binding upon all present and future lot owners.

5. (a) LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes and permissible home occupations as defined in these covenants. No building or other structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, a private garage, and appurtenant structures approved by the Architectural Review Board. Structures, for all purposes of these covenants,

shall mean any man-made structure, including, without limitation, fences, screens, satellite dishes and antennae.

(b) **SIZE OF DWELLING:** Dwellings must have a minimum of 1800 square feet of interior floor space, exclusive of porches, garages and basements.

(c) **TEMPORARY STRUCTURES:** No structure of a temporary character, trailer, basement, tent, shack, garage, mobile home, double-wide trailer or outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

(d) **BUILDING LOCATION, LOT CLEARING AND LANDSCAPING:** The location of all buildings and other structures shall be subject to ARB approval. The extent of lot clearing and landscaping shall also be subject to ARB approval. As a general rule, lot clearing shall be limited to an area within 50 feet of the footprint of the residence in order to minimize impacts from stormwater runoff.

6. **LOT MAINTENANCE:** All lots and the landscaping and improvements thereon shall be maintained to present a neat appearance. Except for the temporary storage of building materials while construction is under way, no building materials or other personal property shall be stored on any lot unless housed in an approved structure.

7. **MOTOR VEHICLES, EQUIPMENT, BOATS:** No commercial vehicles, inoperative or unlicensed vehicles, boats or other equipment shall be kept on any lot, unless housed in an approved structure on such lot or screened from view in a manner approved by the ARB. This restriction does not prohibit the temporary placement of construction equipment on the property while construction is underway.

8. **ARCHITECTURAL CONTROL.** No building or other structure shall be erected, placed, or altered on any lot until the construction plans and specifications and a site plan showing the location and elevation of buildings and other structures, the extent of land clearing and landscaping have been approved by the Architectural Review Board (ARB). The ARB shall have the authority to adopt guidelines for construction which preserve and enhance property values and maintain a harmonious relationship among structures, the natural vegetation and topography. Any complete plans submitted to the ARB and not approved or rejected in writing within thirty (30) days shall be deemed approved.

The Declarant shall act as the ARB until such time as it transfers that authority to a designated successor.

9. **SUBDIVISION OF LOTS.** No lot may be further subdivided to create additional building parcels. Lot lines may be relocated for exchanges of land between lot owners subject to the approval of the County of

Nelson.

10. **ANIMALS:** No livestock such as horses, cattle, sheep, swine, goats or poultry may be kept on any lot. Common household pets are permitted, provided they do not become a nuisance. The Declarant or its duly appointed successor shall have the right to declare any keeping of common household pets under this paragraph a nuisance in its sole discretion and determination. Upon such determination, the Declarant may make directions to the owner of the lot on which the nuisance originates to abate the nuisance, which directions, if not followed by the owner, may be enforced by the Declarant in the Circuit Court of Nelson County, with attorney's fees for obtaining enforcement to be paid by the owner.

Dogs shall not be permitted to roam at large.

11. **FIREARMS:** Hunting, target shooting and the recreational use of firearms is prohibited within the subdivision.

12. **OUTDOOR LIGHTING:** Outdoor lighting shall be subject to ARB approval in accordance with guidelines adopted by the ARB.

13. **DRAINAGE EASEMENTS:** Easements for drainage and stormwater management are reserved to the Property Owners Association as noted on the subdivision plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may impede or alter the flow of water drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the property owners association.

14. **NUISANCE:** No nuisance shall be maintained on any lot, nor shall any activity be conducted on any such lot which shall become an annoyance to the neighborhood. Each lot shall be maintained in good repair and in an orderly fashion and, in the event of a violation of this covenant, the Declarant or its successors or assigns may, at its option, in addition to whatever remedies it may possess under the laws of the State of Virginia, clean, maintain or repair such lot and charge the owner of such lot for the maintenance and repair.

15. **UTILITIES:** The Declarant reserves an alienable easement for public utilities, including electric, telephone and CATV over and under each lot. The easement width shall be that required by the respective utility company for placement of its poles, wires, cables or conduits and other equipment. The location of the utility easement shall be as near and as practicable to the easements for right-of-way shown on the subdivision plats, or within 10 feet of any lot line. This reservation expressly includes the right to cut any trees, bushes or shrubbery, make any grading of

the land or undertake similar action reasonably necessary to provide for utility installation.

16. SUBDIVISION ROAD AND COMMON IMPROVEMENTS: The Declarant shall construct the subdivision road, at its expense, within the fifty foot subdivision road easement to a minimum standard of sixteen (16) feet width, graveled, ditched and sloped adequately to prevent standing water on the roadway.

After construction of the subdivision, the Declarant shall establish an annual assessment for each lot to cover the anticipated cost of road maintenance as well as maintenance of drainage structures and easements, fire suppression facilities and subdivision entrance. Maintenance shall include, without limitation, maintenance of the entrance to the subdivision, snow removal, grading, maintenance, repair and replacement of the subdivision road surface, mowing and landscaping of easement areas, and maintenance of drainage and stormwater management facilities. Supplemental assessments may be issued in the event that the annual assessment is insufficient to meet expenses.

In the event any lot owner fails to pay an assessment when due, the unpaid assessment shall be subject to collection by such means as the Declarant or Association deems appropriate, including imposition of a lien on the lot or obtaining a judgment against the lot owner. Unpaid assessments shall bear interest at a rate established by the Association. All costs of collection including court costs, recording costs and attorneys fees shall be added to the assessment amount and paid by the delinquent lot owner.

The subdivision road shall be maintained as a private road. No owner of any interest in any lot or lots of the Rockfish Heights Subdivision shall make any request to the County of Nelson or the Virginia Department of Highways for the construction, maintenance, or repair of the right of way referred to herein and as shown on all plats of said subdivision, until such time as the right of way has been brought up to the then existing County and Highway Department specification and properly dedicated to public use without cost to the said County or Highway Department.

17. PROPERTY OWNERS ASSOCIATION: The Rockfish Heights Property Owner's Association ("The Association"), shall be formed at such time as Declarant elects. The Association shall consist of the owners of all lots in Rockfish Heights Subdivision. Each Lot shall have one vote in the Association.

At such time as the Declarant deems it appropriate, the Declarant shall transfer responsibility for maintenance of the subdivision road and other common facilities and collection of assessments to the Rockfish Heights Property Owner's Association, which thereafter shall be responsible for collection of assessments and maintenance, repair and replacement of the road and all common facilities in the subdivision such as drainage easements and stormwater management facilities, fire suppression facilities and subdivision signage and landscaping.

The Association shall have the power to incorporate as a Virginia non-stock corporation, to make by-laws for its governance and to hold elections for officers.

The Association may make such rules and regulations by majority vote as it deems advisable for carrying out its responsibilities provided no such rules and regulations conflict with the protective covenants in this Declaration.

18. **STORMWATER MANAGEMENT:** Development within the subdivision shall be designed to minimize the impact of stormwater runoff. Riparian buffer areas designated on the subdivision plat shall be protected in perpetuity. No land clearing activity or removal of vegetation shall be permitted within the riparian buffer areas.

The declarant, its successors and assigns, shall adequately maintain the stormwater management facilities. This includes all pipes and channels built to convey stormwater to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is defined as good working condition so that these facilities are performing their designed functions. In the event a maintenance schedule for the stormwater management facilities (including sediment removal) is outlined on the approved Erosion and Sedimentation Plans for the subdivision, the schedule shall be followed.

The declarant, its successors and assigns shall inspect the stormwater management facilities and be able to submit an annual inspection report to the County of Nelson if requested. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure, pond areas, access roads, etc. Deficiencies shall be noted in the inspection report.

The declarant, its successors and assigns, hereby grant permission to the County of Nelson and/or Thomas Jefferson Soil and Water Conservation District (TJSWCD), their agents and employees, to enter upon the Property and inspect the stormwater management facilities whenever the County and/or TJSWCD deem it necessary. The purpose of the inspection is to investigate reported deficiencies and/or to respond to citizen complaints. The County shall provide the party responsible for maintenance of the facilities copies of the inspection findings and a directive to commence with repairs if necessary.

In the event the party responsible for maintenance of the facilities fails to maintain the facilities in good working condition acceptable to the County or TJSWCM, or fails to make necessary repairs to the facilities within a reasonable time after notice from the County or TJSWCM of the necessity for such repairs or maintenance, then the County and/or TJSWCM may enter upon the property and take whatever steps are necessary to correct deficiencies identified in the inspection report and to charge the costs of such repairs or maintenance to the party responsible for

maintenance of the facilities. This provision shall not be construed to allow the County and/or TJSWCM to erect any structure of permanent nature on the land outside of the easement for the stormwater management facilities. Nothing contained herein shall be construed to impose an obligation on the County or TJSWCM to perform any maintenance or repair of the stormwater management facilities. Neither the County nor TJSWCM shall be liable for any failure of the stormwater management facilities to function properly.

Each house constructed in the subdivision shall have a stormwater management system which collects runoff and prevents it from causing erosion. The homeowner shall be responsible for maintaining this system.

19. ADDITIONS: The Declarant reserves the right to add additional property to Rockfish Heights by Supplemental Declaration recorded in the Clerk's Office of the Circuit Court of Nelson County, provided such Supplemental Declaration subjects additional lots or property to all the provisions of this Declaration as a minimum.

20. TERM: These covenants are to run with the land and shall be binding on all owners of lots in Rockfish Heights and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time these covenants shall be automatically extended for successive periods of ten (10) years. These covenants may be modified by majority vote of the owners of lots in Rockfish Heights, in which case an instrument signed by owners representing a majority of Rockfish Heights Lots shall be recorded changing these covenants in whole or in part.

21. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity by any lot owner or the Declarant, its successors or assigns, against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. In any action to enforce the covenants or enjoin a violation of the covenants, a party who is found to have violated the covenants shall be liable for the cost of curing the violation including the court costs and reasonable attorney's fees of the party who brought the enforcement action.

22. MODIFICATION: These covenants may be modified by majority vote of owners of the lots in the subdivision; however, the requirement that the property owners association be responsible for maintenance of the subdivision road and entrance, fire suppression facilities, stormwater management and drainage facilities including the riparian buffers may not be eliminated. Any modification shall be in writing and shall be recorded as an amendment of the covenants in the land records of the Nelson County Circuit Court Clerk's Office.

WITNESS the following signatures and seals:

WINTER WREN, LLP

By: _____

STATE OF VIRGINIA
COUNTY OF NELSON, to-wit:

The foregoing document was acknowledged before me this _____ day of _____, 2005, by
_____ on behalf of WINTER WREN, LLP.

My commission expires: _____

AFFIX
NOTARIAL
SEAL

NOTARY PUBLIC

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**Second Supplemental Declaration of Protective Covenants
for Rockfish Heights**

Tax Map Parcels 21-A-22; 21-A-24F

This Second Supplemental Declaration of Protective Covenants for Rockfish Heights is made as of the 10th day of February, 2012 by Winter Wren Partnership, LLP, Declarant, supplementing further that certain Declaration of Protective Covenants for Rockfish Heights Subdivision dated February 19, 2006 and recorded August 1, 2006 as Instrument No. 060002820 in the Clerk's Office of Nelson County, VA, as heretofore supplemented by that certain Supplemental Declaration of Covenants for Rockfish Heights dated October 10, 2007 and recorded October 10, 2007 as Instrument No. 070003644 in the Clerk's Office of Nelson County (collectively, the "Covenants"), provides as follows:

1. Section 5(b) of the Covenants is hereby modified by deleting the original text thereof and substituting the following:

"SIZE OF DWELLING: Dwellings must have a minimum of 1800 square feet of interior floor space, inclusive of basements but exclusive of porches and garages."

2. Except as provided herein, the Covenants are hereby ratified and remain in full force and effect.

WITNESS the following signature and seal:

WINTER WREN PARTNERSHIP, LLP

By: [Signature]
Tim C. Luwis, Sole Remaining Partner

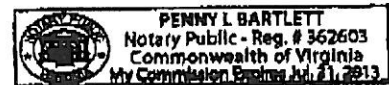
COMMONWEALTH OF VIRGINIA
COUNTY OF Fairfax, to-wit:

The foregoing document was acknowledged before me this 14th day of February, 2012, by Tim C. Luwis, Sole Remaining Partner, on behalf of WINTER WREN PARTNERSHIP, LLP.

My commission expires: 07/31/2013

AFFIX
NOTARIAL
SEAL

Penny L. Bartlett



Return to: Covington & Burling LLP, 1201 Pa. Ave. NW, Washington, D.C. Attn: Robert J. Gage 202.662.3636

DELIVERED TO: Jim Luwis

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JLB