

WHITE OAKS
DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS

THIS DECLARATION made this 6th day of JANUARY, 1991,
by WHITE OAK GENERAL PARTNERSHIP, a Virginia general partnership,
hereafter referred to as the "Declarant."

W I T N E S S E T H:

The Factual Background. Declarant is the owner of certain
real property situated in Albemarle, Virginia, more particularly
shown and described as all those certain lots or parcels of land
numbered as Lots 1 through 15 (herein called "White Oaks"), shown
and described on a subdivision plat made by Copper and
Associates, P.C., dated July 16, 1991, revised November 18, 1991,
consisting of 10 sheets entitled "Final Plat White Oaks", a copy
of which subdivision plat is attached to and made a part of this
Declaration, and desires to subject White Oaks to the covenants,
restrictions, conditions, and easements herein set forth, each
and all of which are for the benefit of the Owners of lots in
White Oaks.

NOW, THEREFORE, the Declarant declares that said real
property consisting of the aforesaid lots, herein called "White
Oaks," shall be held, transferred, sold, conveyed and occupied
subject to the restrictions, covenants, conditions, and easements
hereto. These restrictions, covenants, conditions, and easements
shall be covenants running with the land and shall be binding
upon any and all parties who have, or acquire title to, all or
any part of White Oaks, and shall inure to the benefit of each
Owner thereof.

ARTICLE I
DEFINITIONS

Section 1.01. Declaration. The term Declaration as used herein shall mean the restrictions, covenants, conditions, and easements, and all other provisions herein set forth in this document, as it may from time to time be amended.

Section 1.02. Subdivision. The term Subdivision as used herein shall mean and refer to the aforesaid lots as shown on the subdivision plat of White Oaks.

Section 1.03. Lot. The term Lot as used herein shall mean and refer to any plat or parcel of land designated as one of the Lots shown on said subdivision plat of White Oaks.

Section 1.05. Owner. Owner as used herein shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, including contract sellers, but excluding purchasers who have not yet taken title, and further excluding those holding such interest solely as security for the performance of an obligation. 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, or enjoyment of such Lot.

Section 1.05. Declarant. Declarant, as used herein, shall mean White Oak General Partnership, a Virginia general partnership, or any successor in interest to it so designated by

it, by instrument duly recorded in the Office of the Clerk of the Circuit Court of Albemarle County, Virginia.

ARTICLE II

PROPERTY SUBJECT TO THE DECLARATION

Section 2.01. Subject Property. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Albemarle County, Virginia, and is shown and described as Lots 1 through 15, inclusive, of White Oaks as shown on the attached plat.

Section 2.02. Additions. The Declarant reserves the right to supplement this Declaration by amendment hereto, unilaterally, to accomplish the addition of one or more lots, from time to time, to the provisions hereof.

ARTICLE III

ARCHITECTURAL CONTROL

Section 3.01. Committee Composition. The Architectural Review Board, hereafter the "Committee," will be composed, initially, of Edgar S. Robb, who will have two (2) votes, Karl R. Hrebik, David C. Borchardt and Edward M. Robb, who will have one (1) vote each. When Karl R. Hrebik, David C. Borchardt or Edward M. Robb or their respective construction companies are no longer building in White Oaks and no longer own a lot in White Oaks, that person's membership on the Committee shall automatically cease and the Committee shall be composed of the remaining members or member. When the Declarant has conveyed ownership of all of the lots of White Oaks, or at such time as Declarant may

deem appropriate, the Committee shall be composed of three individuals who are Owners. At that time, the three initial Owner members of the Committee shall be designated by Declarant. Thereafter, in the event of a vacancy on the Committee, by reason of resignation, death, or otherwise, the remaining member or members of the Committee shall designate Owner(s) to fill any such vacancy or vacancies. At any time after the designation of Owner members of the Committee by Declarant, Committee members may be elected by the majority of Owners attending a meeting for such purpose held upon thirty (30) days written notice sent at the call or request of three or more Owners. Members shall continue serving until successors are elected. No more than one such election meeting shall be held in any twelve (12) month period unless such meeting is necessary to fill a vacancy or vacancies on the Committee. At such a meeting, a quorum shall consist of Owners of five (5) or more Lots. No Committee member shall be liable for any judgment rendered for money damages by reason of his or her action or inaction as a member of the Committee.

Section 3.02. Purpose. The Committee shall regulate the external design, appearance, use, site, elevation and location of the Lots and all improvements thereon in such a manner as to preserve and enhance the value of Lots, maintain a harmonious relationship among the structure, landscaping, and natural vegetation and topography in White Oaks and to conserve the existing natural amenities.

Section 3.03. Conditions. No improvements, alterations, repairs, excavations, changes in grade, major landscaping, or other work which in any way alters the exterior appearance of any Lot or improvements located thereon from its natural or improved state shall be made or done until the construction plans, site plans, landscaping plans, specifications, working drawings, and proposals for the same showing the nature, kind, shape, color, type, materials, elevation, and location thereof, shall have been submitted and approved in writing by the Committee pursuant to Section 3.04. No building, fence, wall, structure, alteration, or other improvement shall be commenced without prior written approval of the Committee. Written approval must also be obtained for the location of the house and any other structure, and driveway. Refusal of approval of plans, location, etc., may be based upon any ground, including purely aesthetic reasons, in the sole discretion of the Committee.

Section 3.04. Procedure. In the event that the Committee fails to approve, modify, or disapprove in writing a request for approval required herein within thirty (30) days after the plans, specifications, or other appropriate materials have been received in writing by it, approval will be deemed to have been granted. All actions shall be by majority vote.

Section 3.05. Exceptions. Notwithstanding the foregoing, the provisions and requirements of this Article shall be deemed waived if no suit in equity or action at law has been filed with notice of lis pendens, in the Circuit Court of the County of

Albemarle, Virginia, with respect to any violation of this Article within six (6) months after the initial occurrence of the violation.

ARTICLE IV

USE RESTRICTIONS

Section 4.01. The Lots shall be occupied and used as follows:

(a) No building or buildings of any kind whatsoever shall be erected or maintained on any Lot except a private dwelling house, designed for use and used by a single family, a private garage and a utility building for the sole use of the Owner of the Lot upon which they are located. Lots shall be used for single family residential purposes only; provided, however, the use of a portion of a residence as an office by the Owner shall be allowed if such use does not create customer or client traffic to and from the Lot. In addition, notwithstanding other provisions herein, the Declarant or anyone approved by Declarant may use a residence(s) as a model home(s).

The approval of plans required under Article III will not be granted unless the proposed residence shall have a minimum of enclosed dwelling space equal to 1,800 square feet. The term "enclosed dwelling area" as used in this minimum size requirement does not include garages, terraces, decks, open porches, barns and similar areas. The term does include, however, screened porches, if the roof of such porch forms an integral part of the roof line of the main dwelling. A guest suite or like facility

without a kitchen may be included as part of the main dwelling, but such suite may not be rented or leased except as part of the entire premises.

(b) No sign of any kind, with the exception of a standard real estate "For Sale" sign shall be displayed to the public view from any Lot without prior written consent of the Committee.

(c) No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, and other common and normal household pets, may be kept, subject to reasonable rules and regulations adopted by the Committee. All permitted animals must be secured by a leash and obedient to the owner's command at any time the animal is permitted outside the house.

(d) No obnoxious, boisterous, or offensive activities shall be carried on in any Lot, nor shall anything be done thereon that may be an annoyance or nuisance to the other Owners.

(e) No radio, television, or other type of antennae or dish shall be affixed to or maintained on any Lot or improvements thereon without the prior written consent of the Committee. The Committee may withhold permission for T.V. antennae or T.V. dishes if T.V. cable service is available and may also withhold permission of T.V. dishes unless the dish is positioned so as not to be visible from any road and from other Lots.

(f) There shall be no further subdivision of any Lot by any Owner other than the Declarant resulting in the creation of a new Lot without the prior written consent of the Committee.

(g) No structures of a temporary character, tent, or trailer shall be used on any Lot at any time as a residence.

(h) No driveway entrance requiring a culvert pipe shall be installed unless such pipe has flared end sections, and is at least 15" in diameter and 25' in length with the top of the culvert to be placed in a manner to meet the Virginia Department of Highways regulations allowing acceptance of the adjacent road into the state highway system, with the contour of the adjoining land and the area of land disturbed at each of the culverts to be restored and seeded. If any headwall is used, it must be of stone and identical to others in the subdivision and approved by the committee.

(i) No trees, shrubs or other vegetation may be removed without the written approval of the Committee. Approval for the removal of trees located within ten (10) feet of the main dwelling or accessory building or within ten (10) feet of the approved site for such building will be granted unless such removal will substantially decrease the beauty of the property,

(j) Except during periods of construction on a Lot, no trucks, wreckers, motor homes, buses, boats, or trailers or similar vehicles shall be parked on any Lot, or road, unless within a garage, or a screened area approved by the Committee, provided that motor homes of guests may be so parked,

temporarily, for periods of not more than fourteen (14) days. Neither snowmobiles nor ATV's may be used on any Lot.

(k) No mailbox and post design other than that approved by the Committee may be used.

(l) It shall be the responsibility of each Owner and tenant to prevent the development of any unclean, unsightly, or unkept conditions of buildings or grounds on their Lot. No outside burning of wood, leaves, trash, garbage or other refuse shall be permitted.

(m) Should any dwelling unit or other structure on any Lot be destroyed in whole or in part, it must be reconstructed, or the debris therefrom must be removed and the Lot restored to a neat and sightly condition within six (6) months of the damage or loss.

(n) Each Owner shall provide at least two (2) off-street spaces for the parking of automobiles prior to the occupancy of any building or structure constructed on such property in accordance with reasonable standards established by the Committee.

(o) All driveways must have an approved paved surface which conforms to the subdivision road surface.

(p) There shall be no exposed foundations except those faced with stone, brick, or approved natural siding material.

(q) There shall be no flat roofs, and no roof with a primary pitch of less than a ratio of 8' to 12'.

(r) All garages shall have doors.

(s) There shall be no above ground swimming pools.

(t) No structure of a temporary character shall be placed upon any Lot at any time, provided, however, that this prohibition shall not apply to shelters or temporary structures used by the contractor during the construction of the main dwelling house, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the Lot after completion of construction. The design and color of structures temporarily placed on a lot by a contractor shall be subject to reasonable aesthetic control by the Committee.

(u) Any and all exterior lighting shall be subject to approval by the Committee. No lighting fixtures or devices will be allowed in any tree. No lighting fixture will be allowed to be directed toward a road or adjoining Lot.

(v) Exterior of buildings shall be cedar, redwood, stone, cypress or other approved natural material.

(w) No fences shall be forward of the front plane of the residence.

(x) The exterior of all residences and other structures must be completed within one (1) year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities. During the continuance of construction, the

Owner of the Lot shall require the contractor to maintain the Lot in a reasonably clean and uncluttered condition.

(y) Each Lot Owner shall provide a screened area in which garbage receptacles, fuel tanks or similar storage receptacles, satellite dishes, electric and gas meters, air conditioning equipment, clothes lines, and other unsightly objects must be placed or stored in order to conceal them from view from the road and adjacent properties. Plans for such screened area delineating the size, design, texture, appearance and location must be approved by the Committee prior to construction. Garbage receptacles and fuel tanks may be located outside of such screened area only if located underground. .

Section 4.02. Green Space Area. No building, fence, structure and/or improvements, either temporary or permanent, and no vehicle, equipment or property of any kind shall be constructed, erected, placed upon, or stored within the confines of the green space area as shown and described on the attached plat; and further, no tree, bush, shrub or other plant within the confines of the green space area, other than those which are dead, may be cut, trimmed, disturbed or removed, it being the intention to preserve the area within the green space easement in a natural and undisturbed state. This restriction shall run with the land and be binding upon all Owners, their successors and assigns, and upon any and all parties who have or shall acquire any right, title or interest to any of the Lots shown upon the attached plat. However, the restriction shall not prohibit the

removal of trees, shrubs, etc., in connection with utility easements reserved in Section 5.02.

ARTICLE V

EASEMENTS

Section 5.01. Existing Easements. The Lots shall be conveyed subject to easements for utilities of record at the time of conveyance and to such utility, drainage, sight, and access easements as are shown on the subdivision plat of White Oaks hereto attached, which easements are reserved for the benefit of the Declarant, its successors and assigns, and which easements may be conveyed by the Declarant to one or more Grantees.

Section 5.02. Reservation of Utility Easements. The Declarant reserves unto itself, its successors and assigns, perpetual and alienable easements and rights-of-way within fifteen feet (15') of all boundary lines of Lots to lay, construct, operate, maintain, inspect, replace, and repair suitable equipment and facilities including, but not limited to, wires, cables and pipes for the conveyance of all underground utilities and for storm and surface water drainage, together with the rights of ingress and egress to all such facilities, easements, and rights-of-way for the construction and maintenance thereof. Included in all of the foregoing reservations of easements shall be the right to cut any trees, brush, and shrubbery, to make any grading of soil, and to take other similar action reasonably necessary to provide economic and safe utility installation and drainage facilities installation, and to

maintain appropriate sight distances for vehicles using the roads, subject to the private conservation easements. The rights herein reserved may be exercised by any licensee, assignee, or grantee of the Declarant, but shall not be deemed to impose any obligation upon the Declarant to provide or maintain any utility drainage services, or maintenance of sight easements.

ARTICLE VI

ROADS

Section 6.01. Subdivision Roads. The entire cost of the construction and maintenance of the roads shown on the subdivision plat of White Oaks shall be borne by the Declarant, or its successor, until said roads have been accepted into the public road system by the State of Virginia.

ARTICLE VII

RIGHTS OF DECLARANT

Section 7.01. Erosion Control. In order to implement effective and adequate erosion control and protect the purity and beauty of ponds and waterways in White Oaks, the Declarant, its successors and assigns, and its agents shall have the right to enter upon any property for the purpose of performing any grading or landscaping work for constructing and maintaining erosion prevention devices. Such entries shall, however, be made only after construction of improvements have commenced on such property or the soil thereof has been graded, provided, however, that prior to exercising its right to enter upon the property for the purpose of performing any grading or landscaping work or

constructing or maintaining erosion prevention devices, the Declarant, its successors and assigns, shall give the Owner of the property notice indicating what type of corrective action is required and specifying in that notice that immediate corrective action must be taken by the owner. If the Owner of the property fails to take the specified corrective action immediately, the Declarant may then exercise its right to enter upon the property in order to take the necessary corrective action. The cost of such erosion prevention measures when performed by the Declarant shall be kept as low as reasonably possible. The cost of such work, when performed by the Declarant, its successors and assigns, shall be paid by the Owner of the property.

Section 7.02. Insect and Fire Controls. In order to implement effective insect, reptile, wildlife and woods fire control, the Declarant and its agents shall have the right to enter upon any property on which a building or structure has not been constructed and upon which no landscaping plan has been implemented, for the purpose of mowing, removing, clearing, cutting or pruning underbrush or weeds, or other growth which in the opinion of the Declarant detracts from the overall beauty or safety for White Oaks. The cost of this vegetation control shall be kept as low as reasonably possible and shall be paid by the Owner of the property. The Declarant and its agents may likewise enter upon such property to remove any trash which has collected or to abate a threat to the watershed of White Oaks from pollution. Such entry shall not be made until thirty (30) days

STATE OF VIRGINIA;

CITY/COUNTY OF _____; to-wit:

The foregoing instrument was acknowledged before me
this _____ day of _____, 1991, by Edgar S.
Robb, as General Partner of White Oaks General Partnership.

My commission expires: _____

Notary Public

STATE OF VIRGINIA;

CITY/COUNTY OF _____; to-wit:

The foregoing instrument was acknowledged before me
this _____ day of _____, 1991, by William D.
Brokamp, as General Partner of White Oaks General Partnership.

My commission expires: _____

Notary Public

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