

STATEMENT OF COVENANTS AND RESTRICTIONS

This statement of covenants and restrictions made this 22nd day of September, 1989, by and between FOREST LAKES ASSOCIATES, a Virginia general partnership, hereinafter called “Company,” and FOREST LAKES COMMUNITY ASSOCIATION, INC., hereinafter called “Association.”

WITNESSETH

There is recorded immediately prior hereto a plat of Roudabush, Gale & Assoc., Inc. consisting of two (2) sheets dated April 19, 1989, last revised August 29, 1989, entitled “Subdivision Plat of Tracts I Thru VII And Out Parcels 1 Thru 3 Forest Lakes -North Area Near Intersection U.S. Route 29 and State Route 649 Rivanna District, Albemarle County, Virginia”.

The Company hereby places the following covenants and restrictions upon Tract II, Tract III, and Out Parcels 2 and 3 as shown on sheet 2 of the aforesaid plat but there is no intent to place at this time any restrictions on any other land shown on the aforesaid plat.

1. Assessments:

While the owners and tenants of the property to which these covenants and restrictions are applicable shall **not** be members of the Association, the property to which these covenants and restrictions are applicable shall pay to the Association, annual assessments as set forth herein and the owner, whether or not it shall be so expressed in any deed or other conveyance, shall be deemed to covenant and agree to all the terms and provisions of these restrictions and to pay to the Association the annual assessments herein set forth. The annual assessment, together with such interest thereon and costs of collection thereof including a reasonable attorney’s fee as herein provided, shall be a charge and continuing lien on the real property and improvements thereon against which each such assessment is made. Each annual assessment, together with such interest thereon and cost of collection thereof including a reasonable attorney’s fee as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment first became due and payable. Co-owners shall be jointly and severally liable for the entire assessment. The annual assessment shall be used by the Association for the improvement, maintenance, enhancement, enlargement and operation of common areas, restricted common areas, intended common areas, and intended restricted common areas, shown on the aforesaid plat and within the over all Forest Lakes Subdivision and to provide services which the

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Association is authorized to provide.

The annual assessment for the property bound by these covenants and restrictions shall be based upon square feet of floor space as follows:

<u>Years</u>	<u>Assessment Amount</u>
January 1, 1990 through December, 1994	\$.08 per square foot of floor space
January 1, 1995 through December, 1999	\$.10 per square foot of floor space
January 1, 2000 through December, 2004	\$.125 per square foot of floor space
January 1, 2006 through December, 2010	\$.156 per square foot of floor space

Thereafter there shall be fixed escalations at a compounded rate of twenty-five (25) percent every five years.

Assessments shall commence on each unit or store (based upon its square footage) on the first day of the month after business opens in that unit or store and shall continue uninterrupted thereafter. Assessments shall be billed quarterly. All assessment bills shall be due and payable within fifteen (15) days from the date of mailing of same as determined by the Board. The Association shall upon demand at any time furnish any owner liable for such assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessments have been paid. Such certificates shall be conclusive evidence against all but the owner of payment of the assessment therein stated to have been paid.\

If the assessment is not paid on or before the past due date as specified above, then ten (10) days after written notice is given to the owner at the last address shown on the tax records of Albemarle County, Virginia such assessments shall become delinquent and shall (together with interest thereon at the maximum annual rate permitted by law accrued from the due date and cost of collection thereof including a reasonable attorney's fee as hereinafter provided) become a charge and continuing lien on the land and all improvements thereof, against which each such assessment is made, in the hands at the then owner, his heirs, devisees, personal representatives and assigns. If the assessment is not paid within thirty (30) days

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after the aforesaid notice is given, the Association may bring an action at law against the owner personally and there shall be added to the amount of such assessment the cost of preparing the filing of the complaint in such action and a reasonable attorney's fee and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee together with the cost of the action.

The continuing lien of the assessment provided for herein shall be subordinate to the lien of any first or second deed of trust now or hereinafter placed upon any property subject to the assessment. In the event a creditor acquires title to any property subject to assessment pursuant to foreclosure or any other proceeding or deed in lieu of foreclosure, said creditor shall be subject to assessments, after such acquisition.

2. Architectural Control:

No building, fence, or other structure shall be erected, placed, or altered, nor shall a building permit for such improvement be applied for until the proposed building plans, specifications, exterior material, color or finish, plot plan (showing the proposed location of such building or structure, drives, and parking areas), the land management plan hereafter described and construction schedule shall have been approved in writing by the Company. In addition, the Company may, at its election, require prior written approval of a landscape plan. Refusal or approval of plans, location, exterior color or finish, or specifications by the Company may be based upon any ground, including purely aesthetic considerations, which in the sole and uncontrolled discretion of the Company shall seem sufficient, provided however, that if this right of approval is assigned by Forest Lakes Associates to another party or when Frank A. Kessler no longer has an interest in the Company, such approvals as are required by this section shall not be unreasonably withheld. No material alteration in the exterior appearance of any building, fence or other structure, including exterior color or finish, shall be made without like prior written approval by the Company. One (1) copy of all plans and related data shall be furnished the Company for its records. In the event approval of such plans is neither granted nor denied within thirty (30) days following receipt by the Company of written demand for approval, approval shall be deemed to have been granted.

3. Signs:

Except as may be required by legal proceedings, no sign shall be erected or maintained on any

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property by anyone including, but not limited to, a tenant, a realtor, a contractor, or a subcontractor, until the proposed sign size, color, content, number of signs, and location of sign(s) shall have been approved in writing by the Company. Refusal or approval of size, color, content, number of signs, or location of sign(s) may be based by the Company upon any ground, including purely aesthetic considerations, which in the sole and uncontrolled discretion of the Company seems sufficient, provided however, that if this right of approval is assigned by Forest Lakes Associates to another party or when Frank A. Kessler no longer has an interest in the Company, such approvals as are required by this section shall not be unreasonably withheld.

The Company and its agent shall have the right, whenever there shall have been placed or constructed any sign which is in violation of these covenants and restrictions, to enter immediately upon the property where such violation exists and summarily remove the same at the expense of the owner.

4. Maintenance of Property:

It shall be the responsibility of each owner, tenant, contractor, or subcontractor to prevent the development of any unclean, unsightly, unkempt, unhealthy or unsafe conditions buildings or grounds on any property which shall tend to substantially decrease the beauty or safety of Forest Lakes Subdivision in general, or the specific area. The Company and its agents shall have the right to enter upon any property for the purpose of correcting such conditions, including, but not limited to, the removal of trash which has collected on the property, and the cost of such corrective action shall be paid by the owner. Such entry shall not be made until thirty (30) days after the owner has been notified in writing of the need to take corrective action and unless such owner fails to perform the corrective action within said thirty (30) day period; provided, however, that should such condition pose a health or safety hazard, such entry shall not be made until the owner has been notified in writing of the need to take immediate corrective action and unless such owner fails to perform the corrective action immediately. The provisions of this paragraph shall not create any obligation on the part of the Company to take any such corrective action.

5. Utilities:

Prior to the occupancy of a building or structure on any property, proper and suitable provisions shall be made for the disposal of sewage by connection with the sewer mains of the Albemarle County Service Authority which is the only system presently approved by Albemarle County, or other

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means of sewage disposal if other means are approved by Albemarle County.

Prior to the occupancy of a building or structure on any property, proper and suitable provisions for water shall be made by connection with the water lines of the Albemarle County Service Authority water system which is the only system presently approved by Albemarle County, or other water system of other water system is approved by Albemarle County.

6. Land Management:

Topographic and vegetation characteristics of properties shall not be altered by excavation, grading, removal, reduction, addition, clearing, cutting, pruning, seeding, planting, transplanting, or any other means without the prior written approval of the Company provided however, that routine Maintenance and pruning, planting and removal, of various annual plants and other routine maintenance may occur without prior approval. In addition, the Company may, at its election, require prior written approval of a landscape plan. Refusal or approval of plans or any alteration of topographic or vegetation characteristic(s) by the Company may be based upon any ground, including purely aesthetic considerations, which in the sole and uncontrolled discretion of the Company seems sufficient. Written approval will be granted for the minimum amount of earth movement and vegetation reduction required in building plans and specifications approved pursuant to these covenants and restrictions. Should written notice be served by the Company upon any property owner requiring corrective alteration of topographic and vegetation characteristics pursuant to these paragraphs, such notice shall be deemed to constitute written approval by the Company for such corrective alteration under the provisions of this paragraph.

In order to implement effective and adequate erosion control the Company and its agents shall have the right to enter upon any property before or after a building or structure has been constructed thereon for the purpose of performing any grading or landscaping work or constructing and maintaining erosion prevention devices not performed by the owner of the property in accordance with approved plans. Provided, however, that prior to exercising its right to enter upon the properties for the purpose of performing any grading or landscaping work or constructing or maintaining erosion prevention devices, the Company shall give the owner of the property the opportunity to take any corrective action required by giving the owner of the property written 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 corrective action specified within thirty (30) days after receipt of said notice,

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the Company or its agent 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 Company or its agent, shall be kept as low as reasonably possible. The cost of such work, when performed by the Company or its agent or property, shall be paid by the owner thereof.

7. Amendments:

These covenants and restrictions may be amended at any time that seventy—five (15) percent of the tracts or parcels approve and upon approval of the board of directors of the Association, provided however, that Sections 1, 2 and 3 of these covenants and restrictions may not be amended except upon consent of the tract(s) or parcel(s) affected. Any amendments shall be applicable uniformly to all property subject to these covenants and restrictions.

So long as the Company is a Type “E” Member under the Declaration of Covenants and Restrictions of Forest Lakes of record in the Clerk’s Office of the Circuit Court of Albemarle County, Virginia in Deed Book 1018, page 318, no amendment to this document shall be made without the written consent of the Company.

8. Enforcement:

In the event of a violation or breach of any of the restrictions contained herein by any owner, tenant of such owner, or agent of such owner, the Company and/or the Association and any owner of property bound by these covenants and restrictions shall have the right to proceed at law or in equity to compel a compliance to the terms hereof.

In addition to the foregoing, the Company or its agent shall have the right, whenever there shall, have been placed or constructed on any property subject to these covenants and restrictions a building, structure, chemical substance, object, material, or condition which is in violation of these covenants and restrictions and not previously approved by the Company, to enter upon such property where such violation exists and summarily abate or remove the same at the expense of the owner, if after thirty (30) days written notice of such violation it shall not have been corrected by the owner, tenant, or agent of the owner; provided, however, that whenever stated in these covenants that the Company may serve notice requiring corrective action, and such action is not performed within the time required herein by the owner, tenant, or agent of the owner, the Company or its agent shall have the right to enter and

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abate or remove such violation at the expense of the owner. Any such entry and abatement or removal shall not be deemed trespass.

The cost of such action, when performed by the Company or its agent shall be paid by the owner of the property on which the work is performed. Entrance upon any property pursuant to these provisions shall not be deemed a trespass.

Whenever the Company or its agent is permitted by this Declaration to correct, repair, enhance, improve, clean, preserve, clear out, remove, or take any action on any property or on the easement areas adjacent thereto, entering the property and taking such action shall not be deemed a trespass.

The failure to enforce any rights, reservations, restrictions or conditions contained in these covenants and restrictions regardless of how long such failure shall continue, shall not constitute a waiver of or a bar to such right to enforce.

9. Costs of Corrections:

Whenever the Company or its agent is permitted by these covenants and restrictions to correct, repair, enhance, improve, clean, preserve, clear out, remove, or take any action on any property, and whenever it is stated that the cost of such action (hereinafter called the "Cost of Corrective Action") shall be paid by the owner of the property on which such corrective action is performed, the Cost of Corrective Action, together with such interest thereon at the maximum annual rate permitted by law from the due date and costs of collection thereof or including a reasonable attorney fee as hereinafter provided, shall be a charge and continuing lien on the real property and improvements thereon, against which the Cost of Corrective Action is charged. in the hands of the then owner, his heirs, devisees, personal representatives, tenants, and assigns, and in addition shall also be the personal obligation of the owner of such real property at the time when such Cost of Corrective Action becomes due and payable. The Cost of Corrective Action shall be billed at the completion of such corrective action, and all bills shall be due and payable thirty (30) days from the date of mailing of same.

If the Cost of Corrective Action is not paid within thirty (30) days after the due date, the

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Company or its, agent may bring an action at law against the property owner personally and there shall be added to the amount of such Cost of Corrective action the costs of preparing the filing of the complaint in such action and a reasonable attorney's fee, and in the event a judgment is obtained, such judgment shall include interest on the Cost of Corrective Action as above provided and a reasonable attorney's fee together with the costs of the action.

The lien of the Cost of Corrective Action provided for herein shall be subordinate to the lien of any first or second deed of trust now or hereafter placed upon any property subject to these covenants and restrictions. In the event a creditor (other than the Company or the creditor of the Company) acquires title to any property pursuant to foreclosure or any other proceeding or deed in lieu of foreclosure, said creditor shall be subject to any lien of the Cost of Corrective Action incurred during the time in which the creditor holds title to such property.

10. Additional Properties:

The Company reserves unto itself, its successors and assigns, and Frank A. Kessler the right to bring within the plan and operation of these covenants and restrictions additional property. Such property may be subject to these covenants and restrictions as one parcel or as several smaller parcels at different times. The additions authorized herein shall be made by recording a supplementary declaration with respect to the additional property which shall extend the operation and affect of these covenants and restrictions to such additional property.

10. Assignment By Company:

The Company reserves unto itself, its successors and assigns, the right to assign in whole or in part to the Association its rights reserved in these covenants to grant approvals (or disapprovals), to establish rules and regulations to administer and enforce the provisions of these covenants and restrictions, and all other rights reserved herein by the Company. The assignment of such rights shall be subject to any conditions, limitations, or restrictions which the Company, in its sole and uncontrolled discretion, may elect to impose at the time of assignment. Following the assignment of such rights, the Association shall assume all of the Company's obligations which are incident thereto (if any), and the Company shall have no further obligation or liability with respect thereto. The assignment of such right or rights by the

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Company to the Association shall be made by written instrument which shall be recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, and include the notice address of the Association.

Notwithstanding anything in the foregoing to the contrary, so long as the Company, its successors and assigns, is the owner of property subject to the provisions of these covenants and restrictions, the Company shall retain all rights reserved herein, including all rights of entry granted for the purpose of correcting, repairing, enhancing, improving, cleaning, preserving, clearing out, removing, or taking any action to prevent a violation of these covenants and restrictions and the retention of said rights by the Company shall in no way create any obligation on the part of the Company to perform any affirmative action.

The Company reserves unto itself, its successors and assigns, the right to appoint the Association its agent for the purpose of administering and enforcing, in whole or in part, the rights reserved unto the Company in these covenants and restrictions. Such appointment may be temporary or permanent, and shall be subject to any conditions, limitations, or restrictions which the Company, in its sole and uncontrolled discretion, may elect to impose. Upon any such appointment of the Association as agent by the Company, the Association shall assume any obligations which are incident thereto.

Any appointment of the Association as agent for the Company shall be by an instrument recorded in the public records of Albemarle County, Virginia that shall include the notice address of the Association. If the Company ceases to exist and the right of approval and consent contained herein have not been assigned by the Company, such rights of approval and consent shall be deemed to have been terminated.

12. Duration:

These covenants and restrictions shall continue for thirty (30) years from date and upon expiration of the thirty (30) years for successive periods of ten (10) years. The number of ten (10) year extension periods hereunder shall be unlimited, and these covenants and restrictions shall be automatically extended upon the expiration of the initial thirty (30) year period, or during the last year of any subsequent ten (10) year extension, unless in the thirtieth (30th) year of the last year of any ten (10) year extension, at least seventy-five (75) percent of the tracts and parcels approve termination of these

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covenants and restrictions and also a majority of the board of directors of the Association approve.

13. Miscellaneous:

(a) Should any covenants or restrictions herein contained, or any section, subsection, sentence, clause, phrase or term of these covenants and restrictions be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby to be severable and which shall remain in full force and effect.

(b) The Association joins in to evidence its consent and agreement to the terms herein and to accept when deeded to it any common area as shown on the plat of Roudabush, Gale & Assoc., Inc. dated April 19, 1989, last revised August 29, 1989. Prior to being deeded the area shall be deemed designated common area as defined in the Declaration of Covenants and Restrictions of Forest Lakes recorded in the Clerk's Office of the Circuit Court of Albemarle County in Deed Book 1018, Page 318.

(c) Owners and tenants of the property bound by these covenants and restrictions shall have an easement of enjoyment in the common area shown as the plat recorded immediately prior hereto along with the Company and all Members of the Association.

IN WITNESS WHEREOF, the Company and Association have caused this instrument to be executed in their behalf.

FOREST LAKES ASSOCIATES, INC.
a Virginia General partnership

By: _____ /s/ _____ (SEAL)
Frank A. Kessler or Partner

INVESTORS REAL ESTATE
INVESTMENT COMPANY, PARTNER

By: _____ /s/ _____ (SEAL)

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FOREST LAKES COMMUNITY ASSOCIATION,
INC.

By: _____ (/s/) (SEAL)
President

STATE OF VIRGINIA

~~CITY~~/COUNTY OF ALBEMARLE, to wit:

The foregoing instrument was duly acknowledged before me this 11th day of October, 1989, by Frank A. Kessler as Partner of Forest Lakes Associates.

My commission expires: Nov 8, 1992

/s/
Notary Public

STATE OF VIRGINIA

~~CITY~~/COUNTY OF ALBEMARLE, to wit:

The foregoing instrument was duly acknowledged before me this 10th day of October, 1989, by George E. Moore, III, as Senior Vice President of Investors Real Estate Investment Company, Partner.

My commission expires: Nov 5, 1992

/s/
Notary Public

STATE OF VIRGINIA

~~CITY~~/COUNTY OF ALBEMARLE, to wit:

The foregoing instrument was duly acknowledged before me this 11th day of October, 1989, by Richard C. Spigone, Vice President of Forest Lakes Community Association, Inc.

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INSTRUMENT NUMBER _____

VIRGINIA: IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF ALBEMARLE
COUNTY:

THIS DEED WAS PRESENTED, AND WITH CERTIFICATE ANNEXED, ADMITTED
TO RECORD ON Oct 16, 1989, at 11:52 O'CLOCK AM.

STATE TAX	\$	(039)
LOCAL TAX	\$	(213)
TRANSFER FEES	\$	(212)
CLERK'S FEE	\$24.00	301)
PLOT	\$	
Sec.58.1—502		
STATE TAX	\$	(038)
LOCAL TAX	\$	(220)
LOCAL TAX	\$	(223)
TOTAL	\$	24.00 (213)

TESTE:
SHELBY J. MARSHALL, CLERK

BY: Bayanne M. Morris
DEPUTY CLERK

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CERTIFICATE OF PLAT

Attached hereto is a plat of Roudabush, Gale & Assoc., Inc. consisting of two (2) sheets dated April 19, 1989, last revised August 29, 1989 entitled "Subdivision Plat of Tracts I Thru VII and Out Parcels 1 Thru 3 Forest Lakes - North Area Near Intersection U.S. Route 29 And State Route 649 Rivanna District, Albemarle County, Virginia" which is hereby recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia.

There is hereby established as appurtenances to Tracts II and III and Out Parcels 1, 2, and 3 joint access easements from Timber Wood Boulevard and Worth Crossing as shown on the attached plat.

WITNESS, the following signatures and seals this 28th day of Sept, 1989.

FOREST LAKES ASSOCIATES, INC.
a Virginia general partnership

By: _____ /s/ _____ (SEAL)
Frank A. Kessler, Partner

INVESTORS REAL ESTATE
INVESTMENT COMPANY, PARTNER

By: _____ /s/ _____ (SEAL)

STATE OF VIRGINIA

CITY/COUNTY OF ALBEMARLE, to wit:

The foregoing instrument was duly acknowledged before me this 28th day of September, 1989, by Frank A. Kessler as Partner of Forest Lakes Associates.

_____/s/_____
Notary Public

My commission expires: Nov 8, 1992

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STATE OF VIRGINIA

CITY/COUNTY OF ALBEMARLE, to wit:

The foregoing instrument was duly acknowledged before me this 28th day of September, 1989, by George E. Moore, III, as Senior Vice President of Investors Real Estate Investment Company, Partner.

/s/
Notary Public

My commission expires: Nov 5, 1989

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PLATS SHOWN IN ORIGINAL LEGAL DOCUMENT