

DEDICATION OF PLAT AND DECLARATION OF

PROTECTIVE COVENANTS

BLACK OAK FARM

(as amended March 31, 2014)

Black Oak Farm
Dedication of Plat and Declaration of
Protective Covenants

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Atlantic Land Corporation, hereinafter referred to as "Declarant" does hereby record that plat of a subdivision known as Black Oak Farm lying and being situated in the P a s t u r e s Magisterial District, Augusta County, Virginia, and being more fully described on the plat and survey of Black Oak Farm and made a part hereof, and recorded in the Clerk's Office of the Circuit Court of Augusta County, Virginia, prior to the recording of this instrument in Plat book 1 to which reference is hereby made, and said real estate being a part of the same real estate conveyed to the said Declarant by Deed dated Oct. 26, 2004, and recorded as Image Number 040015435.

All lots in Black Oak Farm shall be subject to the following protective covenants, conditions, and restrictions and easements which shall run with the land and shall be binding upon all subsequent owners of the lots:

ARTICLE I
DEFINITIONS

(1) "Association" shall mean and refer to Black Oak Farm Property Owners' Association, its successors and assigns.

(2) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the property, including contract sellers, but excluding those having such and interest merely as security for the performance of an obligation.

(3) "Property" shall mean and refer to that certain real property described above and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

(4) "Lot" shall mean and refer to any numbered or lettered plat of land shown upon the recorded subdivision plat of the property, or any subsequently created lot platted and recorded as a further subdivision of the land shown on the aforementioned plat.

(5) "Declarant" shall mean "Grantor/Developer" and refer to its successors and assigns.

ARTICLE II
MEMBERSHIP, VOTING RIGHTS, AND OBJECTIVES

(1) Every owner of a lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot. If resubdivision of any platted lot occurs, the created lots will adopt these protective covenants and automatically become part of the Black Oak Property Owner's Association responsible for the annual road maintenance dues.

(2) The Black Oak Farm Property Owner's Association is required to secure and maintain a third party liability insurance policy in the principal amount as may be required by the State of Virginia or Federal law from time to time.

(3) On or before December 31, 2005 or when three/fourths (3/4) of the lots have been sold, whichever occurs first, a Property Owners' Association shall be established with membership consisting of the owners (and only the owners) of each lot in Black Oak Farm who shall have one (1) vote per lot owned. A Board of Directors of three (3) to five (5) members shall be elected by the lot owners, except for the initial Board.

The initial Directors of the Association consisting of one to five members shall be appointed by the Declarant or their assigns and thereafter the Board of Directors shall be elected by the lot owners. The initial Directors shall be responsible for calling the first meeting of the Property Owners' Association on or before January 31, 2006 and shall be responsible for the mailing

Of the written notice of the lot assessment which is due and payable on February 28, 2006. The meeting shall be held in Augusta County, Virginia, at a suitable place to be designated by the initial Board of Directors. At said meeting, the owners shall by a majority vote, determine whether or not the Association shall be a corporation, an unincorporated association, or other legal entity, and shall elect a Board of Directors and such officers, as they may determine necessary, depending on the legal entity which they have selected.

(4) The Duties and Responsibilities of the Property Owners' Association shall include, but not be limited to the following:

(A) Maintain Property Owners' Association, periodically elect officers and directors, and establish and collect fees and dues.

(B) Maintain Financial Records

(C) Administer the upkeep and improvements to the private roads in the Black Oak Farm Subdivision.

ARTICLE III
COVENANT FOR MAINTENANCE ASSESSMENT

(1) Each owner of a Lot within Black Oak Farm that borders or has access from the private road system shall pay an assessment for the reasonable construction, use, maintenance, and expansion of the roads. All assessments, including any pro-rate share of said assessments, shall be collected by and paid beginning the calendar year of January 1, 2005 through December 31, 2005. The initial annual amount to be paid is \$200. All assessments shall be due and owing on the first day of January of each subsequent year, and if unpaid, shall be a lien upon the property against which each assessment is made. The Black Oak Farm Property Owners' Association and its assigns shall have the right to take appropriate legal action to collect any assessment, together with interest, properly assessed under this contract.

(2) Any assessment made on a property pursuant to this paragraph, including a late fee of Five Dollars, interest at the rate of Ten Percent per annum from the date of delinquency, and reasonable attorney's fees incurred in the collection thereof, shall constitute a lien on this property until paid. This lien is expressly inferior and subordinate to any mortgage liens presently or hereafter encumbering the property affected by these protective covenants. During December of each year, beginning December, 2006 said Association shall notify each Lot Owner, in writing, as to the amount of the Lot Assessment which shall be due and payable in January of the following year. In the event of a resale or transfer of one or more Lots in said subdivision, this obligation shall run with the land and become the obligation of the new Owner(s) even though it may have been assessed to a prior owner.

(3) If the owner of any Lot is in default in the payment of any assessments, including interest and costs of collection, in addition to any other means of collection, the Property Owners' Association may bring an action at law against the owner personally obligated to pay same.

(4) In exchange for the Declarant's agreement to install and maintain said roadways and rights of way until three quarters of the Lots have been conveyed the Declarant shall be forever exempt from the payment of said annual assessments and road maintenance fees as to all Lots now owned or later reaquired by the Declarant. In the event that the Declarant should reaquire real estate through purchase at a foreclosure sale or through settlement of an Owner's default in any contract, note or deed of trust that the Owner should be obligated to pay the Declarant, Declarant shall not be required to pay any past due assessment that the previous owner may have owed the Association, nor shall the Declarant be required in the future to contribute to the maintenance of the roadways.

(5) Each Lot Owner, by acceptance of a Deed thereto, acknowledges that the roads and rights of way are private in nature and shall not be maintained by the Virginia Department of Transportation or other public agency and that the maintenance and improvement thereof shall be the mutual obligation of the Landowners in the subdivision abutting said roads unless and until taken over by Virginia Department of Highways.

ARTICLE IV
USE RESTRICTIONS

(1) Re-subdivision of the Lots in Black Oak Farm is permitted. Any lot created by re-subdivision will be subject to these protective covenants. If any newly created lot utilizes the private road system for access, it will automatically become part of the Black Oak Property Owner's Association and is responsible for the annual road maintenance dues which are assessed to each lot.

(2) No owner of any Lot shall interfere with the natural drainage of surface water from such lot to the detriment of any other lots. Consequently, in the construction of driveways into any lot, a minimum twelve inch diameter culvert pipe shall be used in constructing the driveway in order to facilitate natural drainage. No parking that obstructs traffic is permitted upon any road within the property, and as part of the development of any lot, the Owner shall provide adequate off-road parking for himself and his guests.

(3) Due to the unsightliness of junk vehicles, no motor vehicle or trailer which does not have current license plates or an inspection sticker not more than six months out of date shall be permitted on any lot. Camping trailers may be placed and used on any lot, provided they are in compliance with Augusta County and Virginia laws.

(4) No building of a temporary nature shall be erected or placed on any lot except those customarily erected in connection with building permanent structures, and in such cases, for a period not to exceed twelve months.

(5) Double wide mobile homes, modular on-frame homes and manufactured on-frame homes are permitted; as long as they are 1990 or newer in age, and are placed on a permanent foundation. Guest homes are permitted. No single wide trailers are permitted. No exterior siding of masonry block or cinderblock homes shall be permitted.

(6) Each lot shall be used for residential, recreational purposes only. No commercial businesses are permitted.

Notwithstanding the prior paragraph, the following uses are permitted, subject to applicable state and local laws:

(A) Home occupations conducted by the occupant.

(B) Agricultural uses, including incidental use and the construction of accessory buildings connected with the agriculture or with the building of a residence, including storage of temporary camping and lawn maintenance equipment. Said accessory buildings may be constructed before construction of the residence.

(C) Horses or domesticated animals (including dogs and cats) are permitted. No commercial pig or poultry operation shall be allowed within the subdivision. All livestock must be fenced in. Pets must be fenced in or otherwise prevented from roaming.

(7) The owner shall maintain, repair and restore, as necessary, the exterior of any building or other improvements erected on any lot owned by him. Owners likewise agree to repair and restore promptly to its prior condition any part of the subdivision road damaged by equipment of Owner or his contractor enroute to or from Owner's lot. All lots improved or unimproved must be maintained by the Owner in a neat and orderly condition at all times. No garbage, trash, or inoperable vehicle or other debris shall be permitted to accumulate or remain on any lot.

(8) All home sites will conform to the requirements of Augusta County Subdivision Ordinance.

(9) All sanitation facilities constructed on any lot shall conform to the regulations of the Virginia State Health Department, Augusta County Health Department, and any other government agency regulating the installation of sewage disposal systems.

(10) No lots shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste must be kept in sanitary containers. All raw materials must be kept from view where possible.

(11) The Declarant reserves unto himself or his assigns the right to erect, maintain, and operate and replace telephone and electric light lines, poles, conduits, and related equipment and water, gas and sewer lines, and the right to grant easements or rights of way therefore, over, on and under a strip of land twenty feet (20) along all property lines and the right of ways (and additional width as necessary for guying purposes), in addition to easements reserved by any other instruments duly recorded. The Right of Way on roadways shall be thirty (30) feet in conformance with the regulations currently set forth by Augusta County. Declarant will install primary electric service to each lot line. All lot owners shall be required to install all utility services from lot line to point of use underground at their expense.

(12) Each lot owner shall have an unobstructed right of way and easement over and across the roads as shown on the subdivision plat for the purpose of ingress and egress to and from the public roads in the subdivision. No part of any lot may be sold or used as a road or right of way to any land outside the Property without advanced written permission of the Declarant. The Property Owners' Association shall be solely responsible for the maintenance of the subdivision roads.

(13) Reasonable cutting of trees for land clearing is permitted. Any harvesting of timber must adhere to good forest management practices, and be conducted in a manner that preserves the natural beauty of the property.

(14) If any lot owner violates any of the covenants herein, it shall be lawful for any other person, persons, legal entities owning real estate in the subdivision or the Black Oak Farm Property Owners' Association to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, either to prevent him from doing so or to recover damages or other dues for such violation. Failure to enforce any provision herein contained shall in no way be deemed a waiver of the right to do so hereafter.

(15) The Association, by a vote of two-thirds (2/3rds) of its members, may make additional rules, covenants, and restrictions for the use of the Property, which together with the above may be deemed advisable by the Association.

ARTICLE V GENERAL PROVISIONS

(1) Declarant reserves the right to reconfigure any unsold lot or lots. Nothing herein shall be construed to prevent Declarant from imposing additional covenants or restrictions on any unsold lot(s).

(2) In the event state, local government, and utility companies, or Declarant, requires the installation of a public utility system within the area of which the subdivision is a part, the grantee or grantees, by the acceptance, of the deed, so hereby agree to pay their proportional share for the cost of erection, maintenance and operation thereof as determined by the above authority.

(3) The Association or any Owner shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereinafter imposed by the

provision of this Declaration. Failure by the Declarant or Association or by any owner to enforce any provision contained herein shall in no event be deemed a waiver of the right to do so thereafter.

(4) Additional property may be annexed to the Subdivision by the Declarant.

(5) Declarant reserves the right to reasonably modify, change or waive these covenants herein without the consent of any of the owners for a period of one year from the date of the sale of the last lot by Declarant from Black Oak Farm.

ARTICLE VI

(1) The covenants, restrictions and other provisions of this Declaration shall run with and bind the land for a period of twenty-five (25) years from the date this Declaration is recorded, after which they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty-five (25) year period by an instrument signed by not less than seventy-five (75) percent of the lot owners.

(2) Invalidation of any of the covenants, restrictions, or other provisions of this Declaration by Judgment or Court Order shall in no way affect other provisions, which shall remain in full force and effect.

(3) Whenever in this Declaration the context so requires, the masculine gender includes the feminine and neuter and singular numbers include the plural and plural numbers include the singular.

PG0314 MAR29B

WITNESS THE FOLLOWING SIGNATURE AND SEAL of Justin T. Folds, Vice President, Atlantic Land Corporation, who has caused this instrument to be executed this 28th day of March, 2005.

By Justin Folds
Justin T. Folds, Vice President, Atlantic Land Corporation

STATE OF Virginia
COUNTY OF Augusta, TO-WIT:

The foregoing instrument was acknowledged before me this 28th day of March, 2005, by Justin T. Folds. My Commission expires: 3/31/2009

State of Virginia
County of Fairfax
Sworn to and subscribed before me this
28th day of March, 2005.
William Sparks
Notary Public
My commission expires: 3/31/2009

State Tax	039	\$	_____	VIRGINIA: In the Clerk's Office of the
County Tax	213	\$	_____	Circuit Court of Augusta County, Va.
Transfer Fee	212	\$	_____	<u>March 29</u> 20 <u>05</u> this
Clerk's Fee	301	\$	<u>14.50</u>	writing was admitted to record at
St. Library	145	\$	<u>1.50</u>	<u>1:50</u> o'clock <u>P</u> . M. and the
Tech. Fund	106	\$	<u>5.00</u>	Tax imposed by Section 58.1-802 of the
State Tax	038	\$	_____	Code of Virginia in the amt. of
Local Tax	220	\$	_____	has been paid.
TOTAL		\$	<u>21.00</u>	TESTE: JOHN B. DAVIS, CLERK By: <u>Karen Dudley</u> Dep. Clerk