

Instrument Control Number

003582

**Commonwealth of Virginia
Land Record Instruments
Cover Sheet - Form A**

[ILS VLR Cover Sheet Agent 1.0.66]

Doc ID: 000063120029 Type: DEE
Recorded: 03/04/2005 at 03:49:35 PM
Fee Amt: \$126.00 Page 1 of 29
Albemarle County, VA
Shelby Marshall Clerk Circuit Court
File# 2005-00003582
BK 2932 PG 742-770

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Date of Instrument: [2/18/2005]

Instrument Type: [DEC]

Number of Parcels [1]

Number of Pages [21]

City ☐ County ☒ [Albemarle County]

(Box for Deed Stamp Only)

First and Second Grantors

Last Name	First Name	Middle Name or Initial	Suffix
[Vineyard Estates, LLC]	[]	[]	[]
[]	[]	[]	[]

First and Second Grantees

Last Name	First Name	Middle Name or Initial	Suffix
[Vineyard Estates, LLC]	[]	[]	[]
[]	[]	[]	[]

Grantee Address (Name) [Vineyard Estates, LLC]
(Address 1) [3414 Eilerslie Drive]
(Address 2) []
(City, State, Zip) [Charlottesville] [VA] [22902]
Consideration [0.00] Existing Debt [0.00] Assumption Balance [0.00]

Prior Instr. Recorded at: City ☐ County ☒ [Albemarle County] Percent. in this Juris. [100]

Book [2734] Page [556] Instr. No []

Parcel Identification No (PIN) [10300-00-00-00030]

Tax Map Num. (If different than PIN) [103-3]

Short Property Description [+/- 139.65 acres on SR 627]

Current Property Address (Address 1) []

(Address 2) []

(City, State, Zip) [] [] []

Instrument Prepared by [LeClair Ryan]

Recording Paid for by [LeClair Ryan]

Return Recording to (Name) [LeClair Ryan]

(Address 1) [123 East Main 8th Fl]

(Address 2) []

(City, State, Zip) [Charlottesville] [VA] [22902]

Customer Case ID [] [] []

Cover Sheet Page # 1 of 1

KLUGE VINEYARD ESTATES
DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

THIS DECLARATION is made as of this 15th day of February, 2005 by VINEYARD ESTATES, LLC, a Virginia limited liability company, herein the "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property (herein the "Property") located in the Scottsville Magisterial District of Albemarle County, Virginia, which is more particularly described on plat of Kirk Hughes & Associates entitled "Final Plat Meadow Estates Scottsville Magisterial District -- Albemarle County, Virginia," dated September 1, 2004, revised October 19, 2004, attached hereto and recorded herewith (the "Plat"); and

WHEREAS, Declarant has plans to subdivide the Property into common area and eight (8) lots to be served by public roads accessing from Carters Mountain Road; and

WHEREAS, Declarant will convey the said properties, subject to certain covenants, conditions, restrictions, easements, reservations, liens and charges as hereinafter set forth;

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following covenants, conditions, restrictions, easements, reservations, liens and charges (and any valid amendments or supplements hereto), all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Property and which shall run with the Property and shall be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I - DEFINITIONS

The following words, when used in this Declaration, shall have the following meanings:

Section 1. "Association or the Vineyard Club" shall mean and refer to Vineyard Estates Owners Association, Inc., a Virginia non-stock corporation, its successors and assigns.

Section 2. "Property" shall mean and refer to that certain real property herein described on Schedule A, and such additions thereto as may hereafter be brought within the jurisdiction of the Association, all of which may be designated as Orchard Estates, Bleinheim Estates, Meadow Estates, or known collectively simply as Vineyard Estates.

Section 3. "Common Area" shall mean any real property owned by the Declarant or the Association for the common use and enjoyment of the members of the Association and shown on any recorded subdivision plats of the Property as Common Area, Open Space or Private Roads.

Section 4. "Lot" shall mean and refer to any plot of land within the Property intended by the Declarant to be a dwelling site and to any separate numerically designated plot of land within the Property shown or described on any recorded plat of Vineyard Estates with the exception of Common Area. It is intended that there will be initially eight (8) lots in Meadow Estates and up to thirty-two (32) lots in the overall, Vineyard Estates.

Section 5. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. "Declarant" shall mean and refer Vineyard Estates, LLC, a Virginia limited liability company, its successors and assigns appointed by recorded instrument as developer and declarant.

Section 8. "Declaration" shall mean and refer to the covenants, conditions, restrictions, easements, reservations, liens and charges and all other provisions herein set forth in this entire document, as the same may from time to time be amended or supplemented.

Section 9. "Board of Directors" shall mean and refer to the Board of Directors of the Association.

Section 10. "Private Roads" shall mean and refer to the entire platted right of way for any private roads on the Property as shown and described on any subdivision plats of Vineyard Estates, together with such additional privately owned roads as may be hereafter created to serve such additional real property as may be hereafter added by Supplemental Declaration. The Private Roads shall include any public roads within the Property until such time as maintenance for such public roads is assumed by the Virginia Department of Transportation ("VDOT").

Section 11. "Vineyard Estates Architectural Review Board" or "VEARB" shall mean and refer to the board established in Article VII herein for the purpose of regulating the external design, appearance, management and maintenance and use of the Common Area, walking and bridle trails, Lots and improvements on the Property.

Section 12. "Kluge" shall mean and refer to Patricia M. Kluge, or and her successors or assigns.

ARTICLE II - PROPERTY SUBJECT TO DECLARATION

Section 1 - Existing Property. The real property which at this time is and shall be held, transferred, sold, conveyed, given, leased, devised, inherited and occupied subject to the covenants, conditions, restrictions, easements, reservations, liens and charges set forth in the Declaration is the Property as described herein which shall be more specifically described by certain subdivision plats to be recorded in the Clerk's Office for the Circuit Court of Albemarle County, Virginia with deeds or "Supplementary Declarations" executed and acknowledged by the Declarant. A Supplementary Declaration shall extend the operation and effect of this Declaration and the jurisdiction of the Association to any added real property.

Section 2 - Additions to Existing Property. Declarant shall have the right (but not the obligation), without further consent of the Association or of other Owners, to bring within the plan and operation of the Declaration and the jurisdiction of the Association other real property in the vicinity of the Property. To accomplish this, the Declarant shall first obtain the approval of the County of Albemarle, if required, and then shall record one or more Supplementary Declarations (in the form contemplated as in Section 1 above) with respect to the real property being added.

ARTICLE III - ASSOCIATION

Section 1 - Duties. Declarant has or will incorporate under the laws of the Commonwealth of Virginia a non-stock corporation to be known as Vineyard Estates Owners Association, Inc. to which shall be delegated the powers of owning, maintaining and administering the Common Area, including, but not limited to, on or off site storm water detention and runoff control, street maintenance and snow removal for the Common Area and Private Roads; maintaining the improvements on Lots as set forth herein; maintaining and administering the walking and bridle trails described in Article V, Section 2 hereof; administering and enforcing the covenants, conditions, restrictions, easements and reservations set forth herein; collecting and disbursing the assessments and charges hereinafter created; and promoting the health, safety, common good and general welfare of the residents of Vineyard Estates.

Section 2 - Membership. Every Owner of a Lot shall be a Member of the Association. In addition, Declarant shall be a Member of the Association so long as Declarant owns any Lot or Property. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of such Lot (or Property in the case of Declarant) shall be the sole qualification for membership.

Section 3 - Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners of Lots with the exception of Class B Members. Class A Members shall be entitled to one vote for each Lot owned by said Class A Member. In the event that more than one person or entity holds such interest in any Lot, all such persons or entities shall be Members but the vote for such Lot shall be exercised as they determine among themselves, but in no event shall more than one vote be cast with respect to any such Lot owned by a Class A Member.

Class B. The Class B Member shall be the Declarant or its successors and assigns as Declarant may appoint by an instrument recorded in the Clerk's Office of Albemarle County, Virginia. The Class B Member shall be entitled to four (4) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the earlier of: (a) December 31, 2015; or (b) the date on which the number of votes in Class A membership is equal to or exceeds the number of votes in Class B membership.

Section 4 - Board of Directors. The Board of Directors of the Association shall be elected by the Members as set forth in the Bylaws of the Association. Initially the Board of Directors will be composed of the members of the VEARB and Kluge.

Section 5 - Powers and Duties of the Board of Directors. The Board of Directors shall have all of the powers, and duties necessary for the administration of the affairs of the Association and may take any such action on behalf of the Association except that required to be exercised or done by the Members of the Association.

Section 6 - Powers and Duties of the Association. The powers and duties of the Association shall be those set forth in this Declaration and in the Articles of Incorporation and the By-Laws of the Association, as the same may be amended from time to time.

Section 7 - Quorum. At any called meeting of the Association, a quorum for the conduct of business shall exist, if at least fifty percent (50%) of the total possible votes (total votes of Class A and Class B) are represented either in person by Members or by written proxies signed by the Members.

ARTICLE IV - COMMON AREA

Section 1 - Composition. The Common Area consists of any and all areas shown and described as Common Area, Open Space and Private Roads as shown on any recorded plat of any portion of Vineyard Estates made subject to this Declaration.

Section 2 - Title to Common Area. Declarant may, by Supplementary Declaration, create Common Areas on any real property added to the jurisdiction of the Association. Declarant hereby declares that it will convey fee simple title to the Common Area, if any, to the Association free and clear of all liens and encumbrances, except those set forth herein. Upon conveyance of any land or improvements by the Declarant to the Association as Common Area, which conveyance shall not be refused, the Association shall immediately become responsible for maintenance and operation of said property.

Section 3 - Private Roads. Declarant does hereby establish and impose for the benefit of all Lots private access easements along and across the Private Roads for the purpose of ingress and egress to and from all Lots and the public highways or secondary roads of the Commonwealth of Virginia. The width of the Private Roads or private access easements shall be shown and described on subdivision plats of Vineyard Estates.

Section 4 - Regulation of Traffic and Parking. The Board of Directors shall have the power to place reasonable restrictions upon the use of the Private Roads including the establishment of speed limits and parking limitations. No Owner shall permit motor vehicles to be regularly parked on the Private Roads without written permission signed by each member of the Board of Directors, which permission shall expire (if not before by its terms) at the end of the calendar year when granted. The provisions of this section shall in no way limit or proscribe the rights of Declarant and Kluge and their agents, contractors and subcontractors to park vehicles related to construction, management, maintenance, security or other approved activities upon the Property. The authority of the Board of Directors to regulate traffic and parking on any Private Road shall cease at such time as VDOT assumes responsibility for maintenance of such private road.

Section 5 - Maintenance. Because the Private Roads are private, these roads require private maintenance by the Association. The cost of construction, repair, maintenance, upkeep or replacement of the Private Roads will not be borne by the County of Albemarle, the Commonwealth of Virginia or any public agency until such time as the Association may dedicate the roads over to VDOT and VDOT shall accept the dedication and assume the maintenance. To the extent any bonds have been posted by Declarant against the completion and dedication of the roads for public use, the Association will replace or assume these bonds. The initial construction of the Private Roads shall be borne by and completed by Declarant. Funds for future repair, maintenance, upkeep, improvement, enhancement or replacement of the Private Roads shall be provided by the Association through annual and special assessments as hereinafter described.

Section 6 - Members' Easements of Enjoyment. Each Member, his immediate family, guests and tenants shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to this Declaration and further subject to the following provisions:

(a) the right of the Association to limit the number of Members and to place other reasonable restrictions upon of the Common Area;

(b) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility, if any, situated upon the Common Area, if the need arises;

(c) the right of the Association, in accordance with its Articles of Incorporation and Bylaws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said Common Area, and the rights of such mortgagee in said properties shall be subordinate to the rights of the Members hereunder;

(d) the right of the Association to suspend the voting rights and right to use of the recreational facilities, if any, and/or Association provided services, by a Member for any period during which any assessment against his Lot remains unpaid; and

(e) the right of the Association to convey or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. Except for easements granted pursuant to Section 7 hereof, no such conveyance or transfer of Common Area shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes has been recorded, agreeing to such conveyance or transfer, provided written notice of the proposed action is sent to every Member at the property address not less than ten (10) days nor more than thirty (30) days in advance.

Section 7 - Easements. The Board of Directors of the Association may grant and convey any easements in the Common Area in addition to those shown on recorded subdivision plats.

ARTICLE V – EASEMENTS

Section 1 - Drainage and Utility Easements. Declarant reserves unto himself, his successors and assigns, a perpetual and alienable easement and right of way on, above, and underground through all areas subject to this Declaration and any Supplementary Declaration, whether within the boundaries of Lots or Common Area and (excepting only such land designated by the VEARB as approved building sites or upon which a structure is built which is either built by Kluge or approved by the VEARB) to construct, maintain, inspect, replace and repair lines, wires, cables, conduits, sewers, pipes, water mains and other suitable equipment and facilities for the conveyance of water, sewer, gas, telephone, electricity, television cable, exterior lighting and other utilities and public conveniences and for storm and surface water drainage, including pipes, ditches, culverts, swales and other suitable facilities for the disposition of storm and surface water drainage together with the right of ingress and egress to all such facilities and easements for the construction and maintenance thereof. As used herein, the phrase "land designated by the VEARB as approved building sites" shall mean (i) the area under buildings, patios, walks, decks, porches or other improvements constructed by Declarant, Kluge or the agents, contractors or subcontractors of either and (ii) the area under other buildings, patios, walks, decks, porches or other improvements, the location of which is approved by the VEARB in accordance with Article VII herein. The easements provided for herein shall include the right to cut any trees, brush and shrubbery, dig or grade any soil and take any other similar action as reasonably necessary. The rights herein reserved may be exercised by any licensee of Declarant, but shall not be deemed to impose any obligation upon Declarant to provide or maintain or be responsible for the lapse or temporary interruption of services except as herein and otherwise provided. Any damage to the Property resulting from the use of the easements hereby reserved shall be promptly repaired at the expense of the party causing such damage.

Section 2 - Easement for Walking and Bridal Trails. Along and on either side of the boundary lines of each lot shown on the Plat there shall be an eight-foot easement for use as a walking and bridle trail for the benefit of the Members and their guests. Along the outside edge of any Common Area there shall be a ten-foot easement for use as a walking and bridle trail for the benefit of the Members and their guests. All such trails shall be maintained by the Association, such cost of maintenance to be part of the Property Owner assessments. The easements provided in this Section 2 of Article V shall be subject to the terms of a Deed of Gift of Easement to the Thomas Jefferson Soil and Water Conservation District

recorded immediately after this Declaration, and in case of conflict with the terms hereof, the terms of the Deed of Gift of Easement shall prevail. The easements provided herein shall be perpetual.

In addition, certain lots may have other easements through or around them according to the Association needs, such easements to be in existence as long as 2/3 of the Association members deem them necessary. Such easements shall not be perpetual and may be private.

ARTICLE VI - COVENANT FOR ASSESSMENTS

Section 1 - Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned or to be created within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges to be collected on a monthly basis (herein "Annual Assessments"), (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided (herein "Special Assessments"), and (3) assessments for correction of noncompliance with this Declaration and the implementation of it by the Association (herein "Correction Assessments"), all of which are collectively referred to as "Assessments." Assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made in the manner as hereinafter provided, and subject to certain prior liens upon the Property as hereinafter provided in Section 8 of this Article. Each Assessment, together with such interest, costs and reasonable attorney's fees, shall also be the personal obligation of the Owner of such property assessed at the time when the Assessment fell due. The personal obligation shall not pass to such Owner's successors in title unless expressly assumed by them in writing.

Section 2 - Purpose of Assessments. Annual Assessments levied by the Association shall be used for the purpose of promoting the enjoyment, health, safety, and welfare of the residents on the Property and in particular for the repair, improvement, provision, maintenance, enhancement and replacement of the Private Roads, Common Area, walking and bridle trails, drainage facilities, signs, landscaping, grounds, fencing, exterior lighting, sprinkler systems, mailboxes, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Area. Annual Assessments shall also be used for establishing reasonable reserves for maintenance and capital expenditures.

The Association shall use such Annual and Special Assessments, to the extent such Assessments are sufficient funds, for the general purposes stated above, and in addition thereto, at such times and in such manner as determined by the Board of Directors, the Association shall:

- (a) maintain all walking and bridle trails, Common Area and access roads, including the Private Roads and provide snow removal upon said Roads.
- (b) operate such recreational facilities, if any, as it deems fit and proper and make such extra charges as it deems proper for the use of these recreational facilities.
- (c) provide lawn mowing and fertilizing and general yard maintenance in the front yards of all Lots and side yards of all Lots. The Association will not maintain the rear yard of any Lot unless it voluntarily elects to do so in writing signed by each member of the Board of Directors. The rear boundary of a "side yard" shall be a line extending from the main rear corner of the dwelling on the Lot to the side property line approximately parallel to the Street on which the dwelling fronts, unless a different interpretation is determined by the Board of Directors to be more harmonious with the adjacent Lots. Should questions arise about what portions of a Lot or Lots constitute the "side yard" or the "rear yard", then these issues shall be determined conclusively for all purposes by the Board of Directors.

(d) provide exterior maintenance (including replacement), all as and when deemed necessary by the Board of Directors, for wear and tear of siding, including painting, and of roofs, gutters, downspouts and exterior trim. The Association shall not be responsible for exterior repairs or maintenance required by casualty loss.

(e) provide termite control procedures as and when it deems necessary.

(f) provide, maintain and replace as necessary such Common Area signs, fencing, lighting, landscaping and sprinkler systems as deemed appropriate by the Board of Directors and maintain in effect maintenance bonds as may be required by governmental agencies for landscaping.

(g) be in charge of the general control of the entire Property, and may make any reasonable regulations consistent with the purposes stated herein for control of such and prevention of nuisances.

(h) maintain liability insurance for Common Areas and pay any and all taxes on the Common Area as levied by the appropriate jurisdictional agency.

(i) if deemed by the Association to be in its best interest, to participate financially on an equitable, per-lot basis with other owners associations for shared facilities or, services, such as: non-publicly owned storm water detention or runoff control facilities.

(j) attempt to establish and maintain reasonable reserves to accomplish all of the above.

Section 3 - Basis and Maximum of Annual Assessments.

(a) The initial maximum Annual Assessment for Improved Lots (defined as a Lot improved by a completed structure upon which a certificate of occupancy has been issued) shall be \$100.00 per month and the initial maximum Annual Assessment for platted but unimproved Lots shall be twenty-five percent (25%) of that for an Improved Lot. Owners shall commence paying assessments for Improved Lots on the first day of the month following conveyance of the Lot by the Declarant. Annual Assessments may be increased by up to five percent (5%) more than the actual costs incurred in the previous year including reserve replenishment per year effective January 1 of each year (commencing January 1, 2006) without a vote of the Members, by the Board of Directors, after due consideration of current costs and needs of the Association. Annual Assessments for platted unimproved Lots shall never be less than twenty-five percent (25%) of that for Improved Lots.

(b) Any increase in the Annual Assessments requested by the Board of Directors in excess of the five percent (5%) increase over the previous year's actual costs described in Section 3(a) above must be approved by a vote of two-thirds (2/3) of the votes cast by Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4 - Special Assessments. The Association may levy in any assessment year, a Special Assessment applicable to that year only for all Lots, for the purpose of defraying, in whole or in part, an unexpected or unusually large expense or anticipated expense, the cost of any construction or reconstruction, an unexpected repair or replacement of a road, curb or other capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, or for any other reason found by the Board of the Directors to be in the best interests of the Association. Any Special Assessment must be approved by a vote of three-quarters (3/4) of [JB1] the votes cast by Members who are voting in person or by proxy at a meeting duly called for this purpose. The Association shall provide notice to each Owner of the Special Assessment and the date or dates upon which it shall be due and payable.

Section 5 - Uniform Rate of Assessment. Both Annual and Special Assessments must be fixed at a uniform rate for all Improved Lots and at a separate uniform rate for all platted but unimproved Lots and may be collected on a monthly basis. Correction Assessments shall be fixed on a case-by-case basis and need not be uniform.

Section 6 - Date of Commencement of Annual Assessments Due Dates. The Annual Assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of a Lot to an Owner. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the Annual Assessment against each Lot by January 31 of each Annual Assessment period. Written notice of the Annual Assessment shall be sent to every Owner subject thereto. Unless otherwise established by the Board of Directors, the Annual Assessments shall be due in advance in twelve (12) equal monthly installments on the first day of each month commencing in January, unless other due dates are established by the Board of Directors, and the Annual Assessment shall be prorated where sale is made between the annual January 1 reassessment dates. The Association shall upon written request by an Owner at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid. A reasonable charge may be made by the Association for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

Section 7 - Effect of Non-payment of Assessments; Remedies of the Association. Any Assessments (or monthly installments thereof) which are not paid when due shall be delinquent. If the Assessment is not paid within thirty (30) days after the due date, it shall bear interest from the date of delinquency until paid at eighteen percent (18%) per annum and all costs of collection, including reasonable attorney's fees shall also be payable. The Association may bring an action at law against the Owner personally obligated and/or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the Assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

Section 8 - Lien for Payment of Assessments and Subordination of Lien to First and Second Mortgages. There shall be a continuing lien upon each of the Lots herein, in order to secure the payment of the Assessments (including interest, costs of collection and reasonable attorney's fees) provided under this Declaration, but such lien shall be subject to and subordinate to any first and second deeds of trust placed on the Lot at any time prior to perfection of the lien by filing in the Clerk's Office for the Circuit Court of the County of Albemarle a verified Memorandum of Lien in accordance with §55-516 of the Code of Virginia. Prior to filing a Memorandum of Lien, ten (10) days written notice of the Association's intent to file such a Memorandum shall be given to the Owner by certified mail at his last known address. The Association may thereafter perfect its lien by filing a Memorandum of Lien in the Clerk's Office aforesaid prior to the expiration of six (6) months from the time the delinquent Assessments became due and payable. After the lien is perfected, it shall have priority over all subsequent liens and encumbrances except as set forth in §55-516 of the Code of Virginia. No suit to enforce any lien shall be brought after twenty-four (24) months from the time when the Memorandum of Lien was recorded as set forth in §55-516(B). A statement from the Association showing the balance due on any Assessment shall be prima facie proof of the current Assessment balance due and delinquency, if any, due on a particular Lot.

Section 9 - Exempt Property. The following property subject to this Declaration shall be exempt from the Assessments created herein: (a) all properties or interests therein dedicated to and accepted by a local utility or public body or authority (such as, without limitation, Virginia Power, VDOT, Sprint, Albemarle County Service Authority, Rivanna Water and Sewer Authority, Thomas Jefferson Soil and Water Conservation District); (b) the Common Area; and (c) all properties (except Lots) owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Virginia. However, no land or improvements devoted to dwelling use shall be exempt for said Assessments.

Section 10 - Correction Assessments. The Association or the VEARB may impose Correction Assessments upon any Lot or Owner including but not limited to the manner set forth in Article VIII, Section 2 or Article IX.

ARTICLE VII - ARCHITECTURAL CONTROL

Section 1 - Purpose. An Architectural Control Board shall regulate the external design, appearance, use, location and maintenance of improvements and landscaping on any Lot or the Common Area, other than improvements constructed or landscaping done by Declarant or Kluge, their agents, contractors or subcontractors, in such a manner so as to preserve and enhance values, maintain a harmonious relationship among structures and the natural vegetation and topography and to preserve the general character and color, tone and architectural compatibility of the area as originally constructed.

Section 2 - Composition of Architectural Control Board. For so long as Declarant owns any Lot or Property, the Architectural Control Board shall consist of five persons appointed by Declarant or Kluge. Such persons may, but need not, be Members of the Association. Thereafter, the power to appoint members of the VEARB shall be transferred to the Association which shall appoint not less than two and up to three of its Members to the VEARB. The VEARB may also appoint a project architect as a member to advise them on matters. The members of the VEARB shall serve two year terms at the pleasure of the entity which appointed them and accordingly VEARB members may be replaced at any time for any reason whatsoever. The VEARB may designate in writing one or more of its members to act on behalf of the VEARB in granting or refusing written approvals called for in this Declaration.

Section 3 - Required Approval to Commence Work.

(a) No exterior improvements, alterations, repairs, change of paint or stain color, change of roof color, excavations, changes in grade, clearing, major landscaping or other work which in any way alters any Lot from its natural or improved state on the date when said Lot was first conveyed in fee by Declarant shall be made or done upon the Property without the prior written conditional approval signed by the VEARB, except as otherwise provided herein. No building, fence, wall, residence or other structures or changes to any existing structures upon the Property shall be made until given prior written conditional approval signed by the VEARB, except as otherwise provided herein.

(b) Notwithstanding the above, neither Declarant nor Kluge shall be required to seek or obtain the consent or approval (either conditional or final) of the VEARB or of the Association for any work, including but not limited to improvements, changes, repairs, alterations, painting, construction, grading or landscaping performed by Declarant, Kluge or their agents, contractors and subcontractors.

Section 4 - Procedure. None of the improvements, changes or other work described in detail in Article VII, Section 3(a) above shall be commenced until plans and specifications therefor showing the nature, size, kind, shape, height, materials, colors and location of the same shall have been submitted to the VEARB and conditionally approved in a writing signed by the VEARB after consideration of the details of the submission and the purpose of the VEARB as set forth herein. The Board of Directors may set a fee payable to the Association for reviews by the VEARB in conjunction with requests for conditional and final approvals. In addition to the items set forth herein, the VEARB may adopt additional procedures or standards as to the information it requires to be submitted to it with any request for approval.

Section 5 - Conditional Approval Presumption. In the event that the VEARB fails to approve, modify or disapprove in writing a request for approval required herein within 60 days after plans, specifications or other appropriate materials have been submitted in writing to it, the submitted plans and specifications shall be deemed to have been conditionally approved. The burden shall be upon the Owner

to show the date of the submission and that the plans and specifications were properly submitted to the VEARB.

Section 6 - Conditional and Final Approval. Preconstruction approvals granted by the VEARB herein shall be deemed to be conditional approvals. They may become final approvals upon the VEARB's inspection of the actual completion of the changes or improvements or repairs and finding them to be as set forth in the plans and specifications submitted to it. In the event that the actual completed changes, improvements or repairs do not, in the judgment of the VEARB, conform to the plans and specifications approved by it, then the VEARB's approval, whether given in writing or by presumption, may be withdrawn. It shall be incumbent upon the Owner to notify the VEARB in writing within thirty (30) days after the completion of work that he requests final approval. The VEARB shall then have 30 days to inspect and grant or refuse final approval in writing. If final approval is refused, the Owner shall make changes and resubmit until final approval is obtained.

Section 7 - Final Approval Presumption. In the event that appropriate equitable action, together with the filing of a lis pendens, has not been commenced within sixty (60) days after the completion of any construction, improvements or alterations, it shall be conclusively presumed that such construction, improvements or alterations have received final approval by the VEARB.

Section 8 - No Approval. Should an Owner commence any work which requires VEARB approval without its conditional approval or complete any work without seeking VEARB final approval within thirty (30) days of completion, the VEARB, the Association or any Member may take appropriate legal or equitable action and may cause a lis pendens to be filed against such Owner's Lot, except as set forth herein. Furthermore, the VEARB or the Association has the right (but not the obligation) to correct any violation and impose Correction Assessments as set forth in Article VIII, Section 2.

ARTICLE VIII - USE RESTRICTIONS

Section 1 - Limitation on Use of Lots and Common Area. The Lots and Common Area shall be occupied and used as follows:

(a) Residential Use. No Lot shall be used for any purpose other than as a single family private residence. Specifically, no Lot shall be used for the conduct of any commercial or professional enterprise. For the purposes of this Declaration, the term "single family" shall mean: (i) an individual; or (ii) two or more persons related by blood, marriage, adoption or guardianship living together as a single housekeeping unit; or (iii) no more than three persons who are not all related by blood, marriage, adoption or guardianship living together as a single housekeeping unit.

(b) Common Area Use. There shall be no obstruction of the Common Area or walking and bridle trails. Nothing shall be stored in the Common Area without the prior consent of the Association. Nothing shall be altered or constructed in or removed from the Common Area, except upon the written consent of the Association. No waste will be permitted in the Common Area. Notwithstanding the above, Declarant and Kluge and their contractors and subcontractors may use, obstruct or store personal property, materials or vehicles on the Common Area during such time as they may be engaged in construction on the Property.

(c) Nuisance. No noxious, boisterous or offensive activity shall be carried on upon any Lot or in the Common Area or walking and bridle trails, nor shall anything be done thereon which may be or may become an annoyance or nuisance to any other Owner or a fire hazard or safety hazard to any other Owner or to any improvement. The Board of Directors shall have the authority to determine in writing whether any activity conducted upon any Lot constitutes a nuisance upon the submission to it of a complaint in writing by any Owner regarding such activity. The Association is given full authority and

power to abate any nuisance found to be existing any giving the Owner written notice specifying the nature of the nuisance provided that the Owner has failed to abate said nuisance within a reasonable time after notice.

(d) Liability Insurance. Nothing shall be done or kept in any Lot or the Common Area which will increase the rate of insurance on the Common Area, without the prior written consent of the Association. No Owner shall permit anything to be done or kept in his Lot or in the Common Area which will result in the cancellation of insurance on any Lot or any part of the Common Area, or which would be in violation of any law.

(e) Signs. No sign of any kind (including "For Sale" signs) shall be displayed to the public view on or from any Lot, the Common Area, or on or from within any structure on any Lot, except those signs used by the Association, Declarant or Kluge as "For Sale" signs, "Sold" signs, Lot designation and direction signs, site signs, subdivision entrance signs, street signs and traffic control signs.

(f) Pets. No animals, livestock or poultry of any kind shall be raised, bred, or kept in any Lot or in the Common Area unless approved by the Board of Directors, except that dogs, cats or other domesticated household pets (collectively "Household Pets") may be kept on Lots without obtaining Board approval and subject to rules and regulations adopted by the Association. No Household Pet shall be permitted off the Lot occupied by such Household Pet's Owner except on a leash. Owners of Household Pets shall promptly clean up and properly dispose of said pet's feces wherever deposited on the Property.

(g) Reserved.

(h) Trash. Trash cans, barrels and containers must be maintained within VEARB-approved, screened bins concealed from view from the Private Roads and adjacent Lots. Trash pick-up shall be at Owner's expense and shall take place only at locations as are approved or designated by the Association. If the Association approves street-side pick-up, no Owner shall place the receptacles at the street earlier than ten hours before pick-up and each Owner shall remove the receptacles within eight hours after pick-up.

(i) Antennas. No exterior or roof antennas of any kind or description may be erected or maintained on any Lot or Common Area. No satellite dishes that can be seen from the ground may be erected or maintained on any Lot or Common Area. No transmitting or receiving equipment which interferes with television, radio or other communications reception of other Owners shall be used or permitted upon any Lot.

(j) Trees. Any dead or diseased trees on any Lot may be cut down or removed without VEARB permission. No living tree with a diameter greater than five inches measured at three feet from the ground upon any Lot may be cut down or removed after the conveyance of the Lot from the Declarant without the prior express written permission signed by the VEARB. A landscape plan shall be submitted with the plans and specifications for cutting, such plan to show existing trees and shrubs and to clearly indicate those to be removed. No trees on Common Area may be cut down or removed except by Declarant or Kluge, unless the prior express written approval of the VEARB is secured. Regardless of size, trees planted by Declarant or Kluge or the agents, contractors or subcontractors of either in any Albemarle County designated buffer areas or landscape easements may not be cut down or removed without prior express written permission signed by the VEARB. Any such action in the designated buffer areas must comply with Albemarle County ordinances and the conditions governing the approved site plan for the Property regardless of the Vineyard Estates VEARB approval.

(k) Clothes Drying. No clothing, laundry or wash shall be aired or dried on any portion of a Lot exposed to view from any other Lot, the Common Area, any public road or Private Road.

(l) Inoperable Vehicles. No inoperable vehicle shall remain on the Property for more than 48 hours. The Association may conclusively define what is an inoperable motor vehicle.

(m) Vehicles. Vehicles of any kind or description which do not have a current license and a valid inspection sticker shall not be kept or maintained on any Lot, the Private Roads or in the Common Area. The maximum number of vehicles which may be maintained or stored on any Lot (excluding those stored in garages) shall be equal to the number of licensed drivers living on the Lot.

(n) Recreational and Other Vehicles. No mobile home, trailer, camper, bus, recreational vehicle, dune buggy, tow truck, tractor, backhoe, boat, trailer or truck over 3/4 ton rated capacity shall be placed, stored or parked in plain sight on any Lot, public road, Private Road or Common Area in the Property or adjacent thereto, either temporarily or permanently. Any maintenance vehicles shall be parked under cover in an outbuilding or suitable storage building. Additionally, the Association shall have the power to regulate or prohibit the placement, storage or parking, whether temporary or permanent, within the Property of any vehicle which in the opinion of the majority of the Board of Directors detracts from the general aesthetic character and harmony of Vineyard Estates by reason of: (i) the general disrepair or dilapidated state of such vehicle or (ii) the types or quantities of materials or items stored on or within such vehicle. The provisions of this section shall in no way limit or proscribe the rights of Declarant and Kluge and their agents, contractors and subcontractors to park vehicles related to construction activities upon the Property.

(o) Temporary Structures. No structure of temporary character, tent or trailer shall be used on any Lot or the Common Area at any time as a residence.

(p) Toys, Bicycles, Equipment. All toys, bicycles, tricycles, lawn and garden implements and machines, and the like shall be kept and stored out of sight from other Lots, public roads or Private Roads from sunset to sunrise each day.

(q) Drainage. No Owner shall interfere unreasonably with the natural drainage of surface water from his Lot to the detriment of any other Lot.

(r) Firewood. No more than a cord of firewood may be stored at any time on any Lot. All woodpiles shall be in the rear of the Lot no closer than 10 feet to any structure used as a residence and either uncovered or covered with tarpaulins of dark (green or black) color, properly secured.

(s) Woodstoves. No woodstove (including free standing and fireplace insert) shall be installed, maintained or used on any Lot.

(t) Mailboxes. No mailbox shall be erected or maintained nor shall the exterior appearance of any mailbox be altered on or adjacent to any Lot until the proposed mailbox design, color and location have been approved in writing signed by the VEARB. The provisions of this section shall not apply to mailboxes erected by Kluge, its agents, contractors or subcontractors.

(u) Storage Tanks. No underground storage tanks for oil or petroleum products shall be placed in any Lot or Common Area. Water storage cisterns and other environmentally friendly tanks may be used as approved on a case by case basis by the VEARB.

(v) Exterior Appearance. Every Owner shall be responsible for maintaining a good exterior appearance of his Lot and improvements thereto, including, but not limited to, reasonable maintenance of lawn and shrubbery in those areas not maintained by the Association. To comply with this mandate, each Owner must at least maintain and mow the grass in the rear yard of his Lot so that it does not exceed six inches in length. Each Owner shall maintain all decks, porches and patios in a neat and orderly fashion and shall not use them for storage.

Section 2 - Correction Assessments and Remedies. In the event that any Owner shall violate or fail to comply with the Architectural Control provisions set forth in Article VII or violate or fail to comply with any one or more of the Use Restrictions set forth in Section I of this Article VIII (herein

collectively the "Violations"), such Owner may be liable for Correction Assessments provided that such Owner shall have been sent prior written notification by the VEARB or Association or their agents, employees, or attorneys (hand delivered or sent by registered or certified mail to the Owner at the Lot address or the Owner's last known address on file with the Association) of such Violation(s). In the event such Violation(s) is not stopped, halted or corrected (within the time set forth as set forth in such written notification) and continues, then, without further notice, the VEARB or Association (or their agents, contractors or employees) are hereby irrevocably granted permission to come upon the Lot of said Owner and may cause such Violation(s) to be fully or partially stopped, halted or corrected, without liability for so doing, and may cause any and all costs incurred (including interest and attorneys' fees) in connection therewith to be charged as a Correction Assessment to such Owner. The VEARB or the Association have the right (but not the obligation) to correct the Violation(s) or in their discretion to partially correct such Violation(s). Correction Assessments may be collected as other Assessments in any of the manners specified in Article VI hereof, including suit at law or in equity or by filing a notice of assessment lien as herein provided. The remedy herein provided shall be in addition to any other remedy provided or allowed by law or in equity and shall not be deemed an exclusive remedy. Election of one remedy (whether herein specified or allowed or otherwise) shall not act as a bar to the subsequent or concurrent use of other available remedies.

ARTICLE IX - CASUALTY DAMAGE TO LOTS

Section 1 - Obligation to Rebuild. In the event that any structure, or any portion thereof, on any Lot shall be damaged or destroyed by fire, windstorm, or other casualty, the Owner of such Lot shall be responsible for and shall bear the cost of the rebuilding, reconstruction and/or restoration of such structure to the same standards, condition, appearance and specifications, including color and grade of wood, as existed prior to its damage or destruction. The rebuilding, reconstruction and/or restoration of any damaged and/or destroyed structure shall be commenced within sixty (60) days of such damage and/or destruction, and once commenced shall be diligently pursued to completion, and in any case shall be completed within six (6) months from date of commencement thereof. In the event that such Owner shall fail to so reconstruct, rebuild and/or restore such damaged or destroyed structure for which he or it is responsible in a manner satisfactory to the Board of Directors, the Association after thirty (30) days prior written notice in accordance with Article X, Section 3 to such Owner and upon affirmative vote of a majority of the Board of Directors shall have the right (but not the obligation) to reconstruct, rebuild and/or restore such damaged or destroyed structure to the same standards, condition, appearance and specifications as existed prior to its damage or destruction, and the cost thereof (including interest and attorney's fees) shall be assessed against the Owner of such structure as a Correction Assessment.

Section 2 - Insurance. The Owner of each improved Lot or Lot on which a dwelling is under construction shall maintain in full force and effect an "all risk" hazard or homeowners insurance policy naming the Association as a co-insured as its interest may appear insuring the improvements on said Owner's Lot against loss or damage due to fire, explosion, windstorm, casualty or other insurable cause to the full replacement cost of such improvements. Each Owner shall provide and maintain with the Association a valid certificate of such insurance. In the event that any Owner fails to maintain such insurance on the improvements on their Lot or fails to provide the Association with such a certificate, the Association, after five days written notice, shall have the right, but not the obligation, to procure such insurance in the name of the Owner and assess the direct charges therefor together with an administrative fee of \$250.00 against the Owner as a Correction Assessment.

ARTICLE X - GENERAL PROVISIONS

Section 1 - Enforcement. The Association shall have the right to enforce, by any proceeding at law or in equity, all covenants, conditions, restrictions, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or Supplementary Declaration and may seek damages for violations of such provisions. Before the Association seeks injunctive relief against any Owner, the Owner shall be given the opportunity for a hearing before the Board of Directors. Fourteen (14) days' prior written notice in accordance with Article X, Section 3 of a hearing shall be given to the Owner by hand delivery or certified mail return receipt requested. An Owner may also seek to enforce all covenants, etc. against another Owner. Failure by the Association or by any Owner to enforce any covenant, condition, restriction, lien or charge herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2 - Entry for Repair. The Association or its agents may enter any Lot or improvements thereon when necessary in connection with any maintenance, landscaping or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owner as practical, and any damage caused thereby shall be repaired by the Association out of common expense funds of the Association.

Section 3 - Notices. Unless otherwise specifically provided, any notice required by this Declaration to be sent by the Board of Directors or the Association to any Owner shall be deemed given if either hand delivered or mailed by first class mail to the Lot address or to the Owner's last known address on file with the Association. The date of hand delivery or the date of mailing shall be deemed to be the date notice was given. Notice to any one of two or more co-owners shall be deemed to constitute notice to all co-owners.

Section 4 - Fees and Costs. The Association, in seeking enforcement of the provisions of this Declaration or damages due to violation thereof, shall be awarded court costs and reasonable attorney's fees, if it substantially prevails.

Section 5 - Severability. Invalidation of any one or more of the provisions of this Declaration by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 6 - Prohibited Discrimination. The Declarant and every Owner agrees that no transfer of any interest or offer to acquire any interest in any Lot shall be refused by Declarant or Owner or agent thereof to any person because of race, color, religion, sex or national origin, nor shall Declarant or any Owner make unavailable or deny the use or any interest in the Property to any person because of race, color, religion, sex or national origin. No provision of this Declaration shall be used to discriminate against any person by reason of such person's race, color, religion, sex or national origin and any such use is hereby declared illegal, void, and unenforceable and is specifically disclaimed.

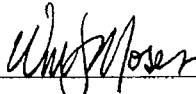
Section 7 - Amendment. The covenants, conditions, restrictions and reservations of this Declaration may be modified or amended during the first twenty (20) year period after the date hereof by an instrument signed by Declarant after being approved by more than two-thirds (2/3) of the votes cast by Members who are voting in person or by proxy at a meeting duly called for this purpose. After said period this Declaration may only be modified or amended by an instrument signed by not less than two-thirds (2/3) of the Lot Owners. Any modification or amendment must be properly recorded.

Section 8 - Duration. The covenants, conditions, restrictions and reservations of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded,

after which time said Declaration shall be automatically extended for successive periods of ten (10) years unless modified, amended or rescinded.

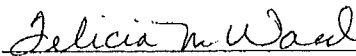
WITNESS the following signature and seal:

VINEYARD ESTATES, LLC, a Virginia
limited liability company

By: 
William J. Moses, Manager

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Albemarle, to-wit:

The foregoing instrument was acknowledged before me this 2nd day of March, 2005 by William J. Moses as Manager of Vineyard Estates, LLC, a Virginia limited liability company, on behalf of the company.



Notary Public

My commission expires: December 31, 2008

2932 p758

FIN
MEADOW

SCOTTSVILLE MAGISTERIAL DIST

SEPTE
REVISED

OWNER'S CONSENT:

E DIVISION OF LAND DESCRIBED HEREON IS WITH THE FREE
 INSENT AND IN ACCORDANCE WITH THE DESIRE OF THE
 DESIGNATED OWNER(S), PROPRIETOR(S), AND TRUSTEE(S).
 Y FUTURE DEVELOPMENT IS TO BE DEEMED AS THEORETICAL
 ILY. ALL STATEMENTS AFFIXED TO THIS PLAT ARE TRUE AND
 RRECT TO THE BEST OF MY KNOWLEDGE.

[Signature] 8 FEB 05
 VEYARD ESTATES, LLC DATE

CERTIFICATE OF ACKNOWLEDGMENT OF SIGNATURE:

STATE OF Virginia
 COUNTY/CITY OF Charlottesville

THE FOREGOING WAS ACKNOWLEDGED BEFORE ME THIS 8th DAY
February, 2005.

TARY PUBLIC *[Signature]* Adrian J. Hicks
 COMMISSION EXPIRES: 31 May 06

LEGEND:

IPF = IRON ROD FOUND

IPF = IRON PIPE FOUND

--- = SETBACK LINE

Ⓐ = ROAD TO BE ABANDONED

D/E = 20' DRAINAGE EASEMENT DEDICATED TO PUBLIC USE

SB = STREAM BUFFER

DEVELOPMENT RIGHT ALLOCATION SUMMARY:

LOT 2 RETAINS THREE (3) DEVELOPMENT RIGHTS AND THEIR
 AGGREGATE ACREAGE SHALL NOT EXCEED 23.3944 ACRES.

LOT 4 RETAINS ONE (1) DEVELOPMENT RIGHT AND SHALL NOT
 EXCEED 2.5600 ACRES.

LOT 8 RETAINS ONE (1) DEVELOPMENT RIGHT AND SHALL NOT
 EXCEED 5.0456 ACRES.

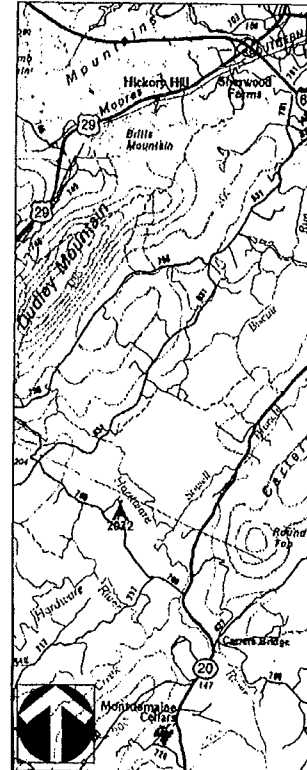
BOUNDARY AREA SUMMARY:

0.8259 ACRES = LOTS 1-8

0.2675 ACRES = TERROIR ROAD (DEDICATED PUBLIC R/W)

0.4987 ACRES = CARTERS MOUNTAIN ROAD (DEDICATED PUBLIC R/W)

3.5921 ACRES = TOTAL BOUNDARY OF TAX MAP PARCEL 103-3

VIC
N

SURVEY

I, G.V. "KIRK" HUGHES, A DULY LIC
 VIRGINIA, DO HEREBY CERTIFY TH
 PROPERTY ACQUIRED BY VINEYARD
 2734, PAGE 556 AND SHOWN ON PLA
 DEED BOOK 1031, PAGE 256 IN T
 ALBEMARLE COUNTY, VIRGINIA AND T
 DELINEATED ON THIS PLAT AND IT



ALBEMARLE

ALBEMARLE COI

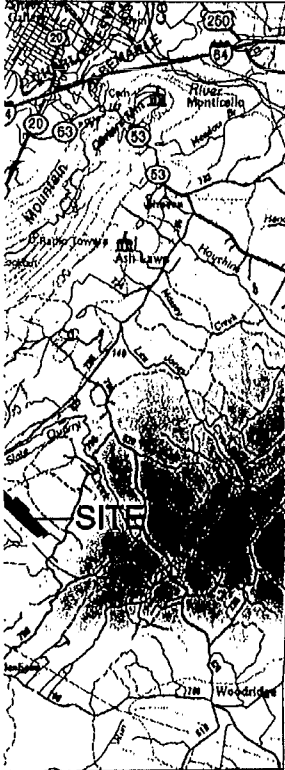
STATES

2932 p759

ALBEMARLE COUNTY, VIRGINIA

1, 2004

R 19, 2004



P

ATION:

OR IN THE COMMONWEALTH OF
TY SHOWN HEREON IS THE SAME
Y DEED RECORDED IN DEED BOOK
N DEED BOOK 2359, PAGE 494 AND
ICE OF THE CIRCUIT COURT OF
REFULLY SURVEYED THE PROPERTY
J THE BEST OF MY KNOWLEDGE.

NOTES:

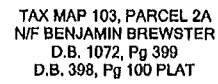
- 1.) OWNERS: VINEYARD ESTATES, LLC
- 2.) PROPERTY TAX MAP PARCEL IDENTIFICATION: 10300-00-00-00300
- 3.) PRESENT ZONING: RURAL AREAS
- 4.) TERRIOR ROAD A 40' WIDE RIGHT-OF-WAY CONTAINING 5.2675 ACRES AND A 25' WIDE STRIP ALONG CARTERS MOUNTAIN ROAD CONTAINING 0.4987 ACRES; AS SHOWN HEREON ARE HEREBY DEDICATED TO PUBLIC USE.
- 5.) ALL DRAINAGE EASEMENTS AS WILL BE NECESSARY TO PROPERLY MAINTAIN THE PUBLIC ROADS AND STORM STRUCTURES ARE HEREBY RESERVED BY THE DEVELOPER. IF AFTER CONSTRUCTION ANY UTILITY OR DRAINAGE EASEMENT BECOMES UNNECESSARY OR REQUIRES A REVISED LOCATION BASED UPON ASBUILT CONDITIONS, IT IS THE DEVELOPER'S INTENT TO RESERVE THE RIGHT TO RECORD SUCH CORRECTION.
- 6.) DRAINAGE EASEMENTS SHOWN HEREON VARIES IN WIDTH AND SHALL BE CENTERED OVER ALL WATERCOURSES AND DRAINAGE STRUCTURES. DRAINAGE STRUCTURES CONSIST OF BUT ARE NOT LIMITED TO CULVERTS AND PAVED DITCHES. ALL DRAINAGE EASEMENTS FROM PUBLIC ROADS ARE HEREBY DEDICATED TO PUBLIC USE.
- 7.) ANY IMPROVEMENTS SHOWN HEREON ARE PROPOSED, UNLESS OTHERWISE NOTED.
- 8.) BUILDING SETBACK FOR ALL LOTS ARE AS FOLLOWS UNLESS OTHERWISE NOTED:
FRONT YARD, FROM AN EXISTING/EXTERNAL PUBLIC ROAD - 75 FEET
FRONT YARD, FROM AN INTERNAL/PROPOSED PUBLIC OR PRIVATE ROAD - 25 FEET
SIDE YARD - 25 FEET
REAR YARD - 35 FEET
- 9.) THIS PROPERTY IS SUBJECT TO THE PLAIN AS SHOWN IN THE PLAT AND EFFECTIVE DATE.
- 10.) THIS BOUNDARY IS THE SURVEYOR'S CONSIDERATION.
- 11.) THE STREAM BUFFER IS SUBJECT TO THE PROTECTION ORDINANCE OF ALBEMARLE COUNTY.
- 12.) ALL LOTS ARE TO BE SERVED BY THE WATER SUPPLY SYSTEM.
- 13.) LOTS 1, 3, 5, 6 AND 7 CANNOT BE FURTHER DIVIDED.
- 14.) EACH LOT CONTAINS A BUILDING SITE AS REQUIRED BY THE ZONING ORDINANCE.
- 15.) THE RIPARIAN BUFFER EASEMENT SHOWN HEREON CONTAINS (1) 100 FEET OF THE STREAM.
- 16.) ALL CORNERS ARE IRON RODS SET UNLESS OTHERWISE INDICATED.

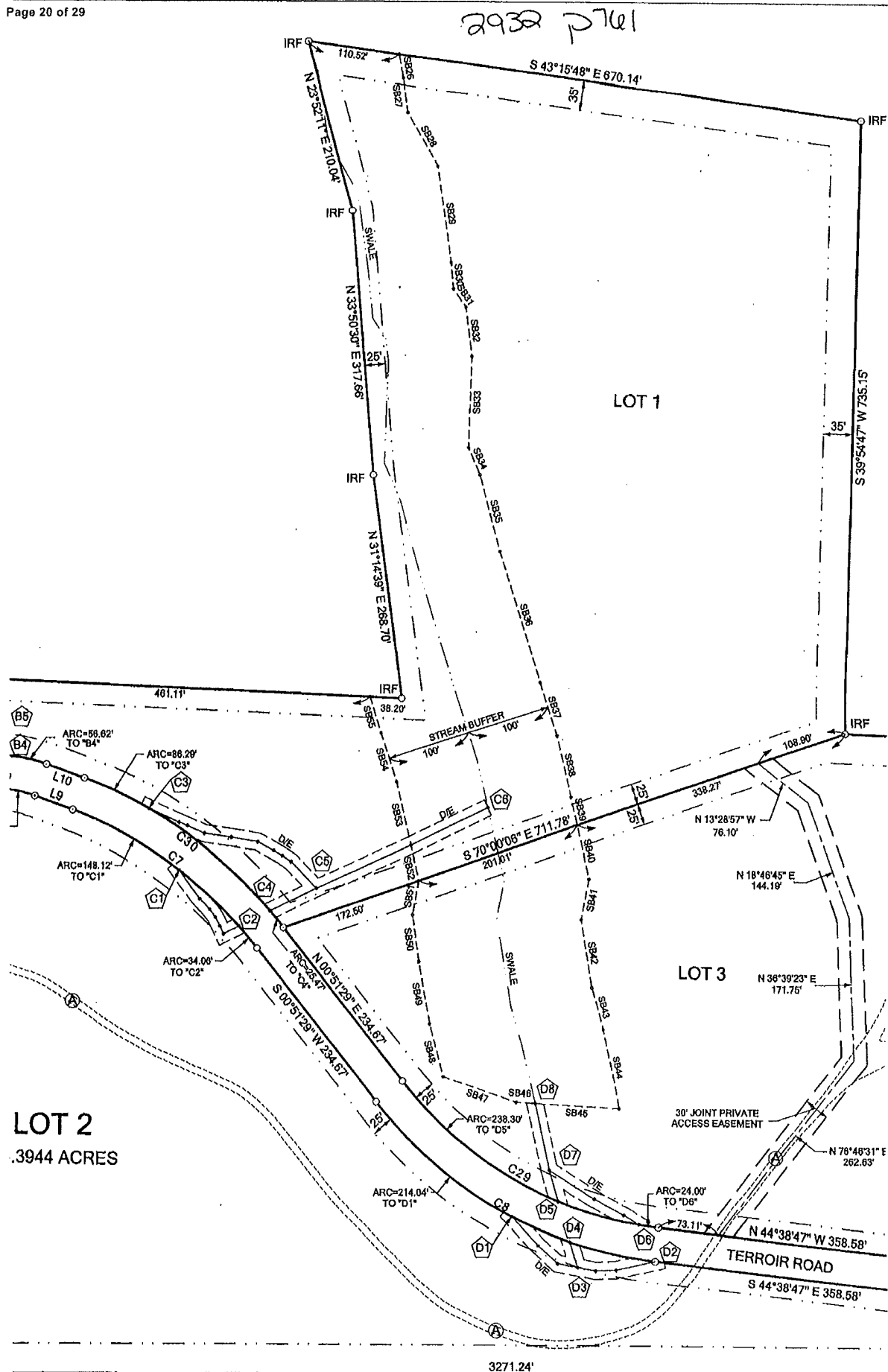
KIRK HUGHES & ASSOCIATES

LAND SURVEYORS & PLANNERS
220 EAST HIGH STREET
CHARLOTTESVILLE, VA 22902
(434) 296-6942

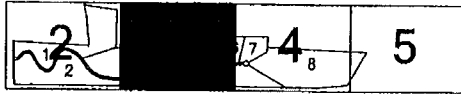
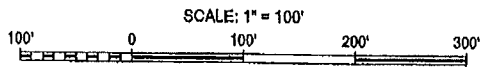
APPROVAL

COMMISSION





2932 P762



SHEET LAYOUT
NOT TO SCALE

TAX MAP 103, PARCEL 2A
N/F BENJAMIN BREWSTER
D.B. 1072, Pg 399
D.B. 398, Pg 100 PLAT

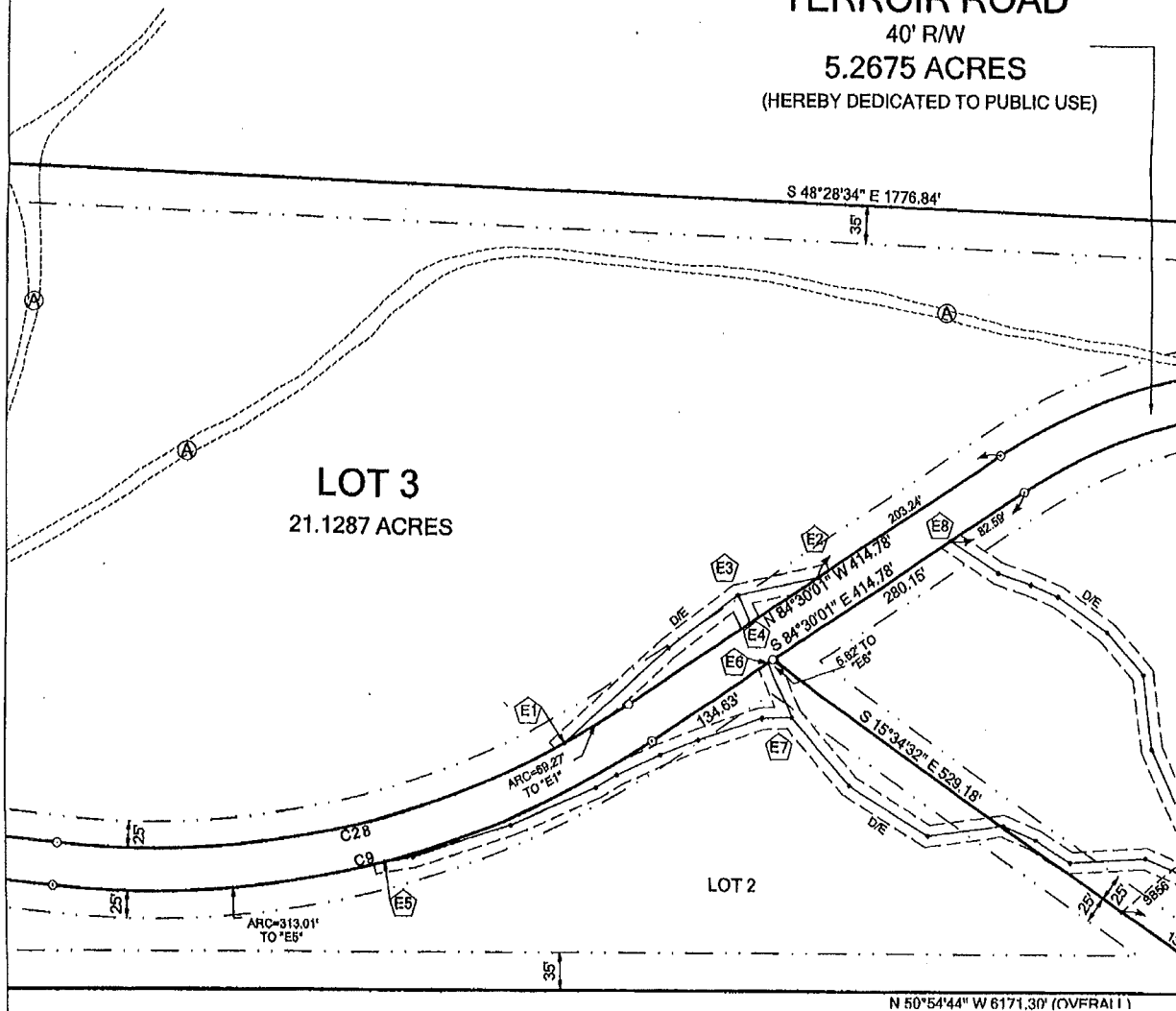
MATCH LINE SHEET 2

TERROIR ROAD

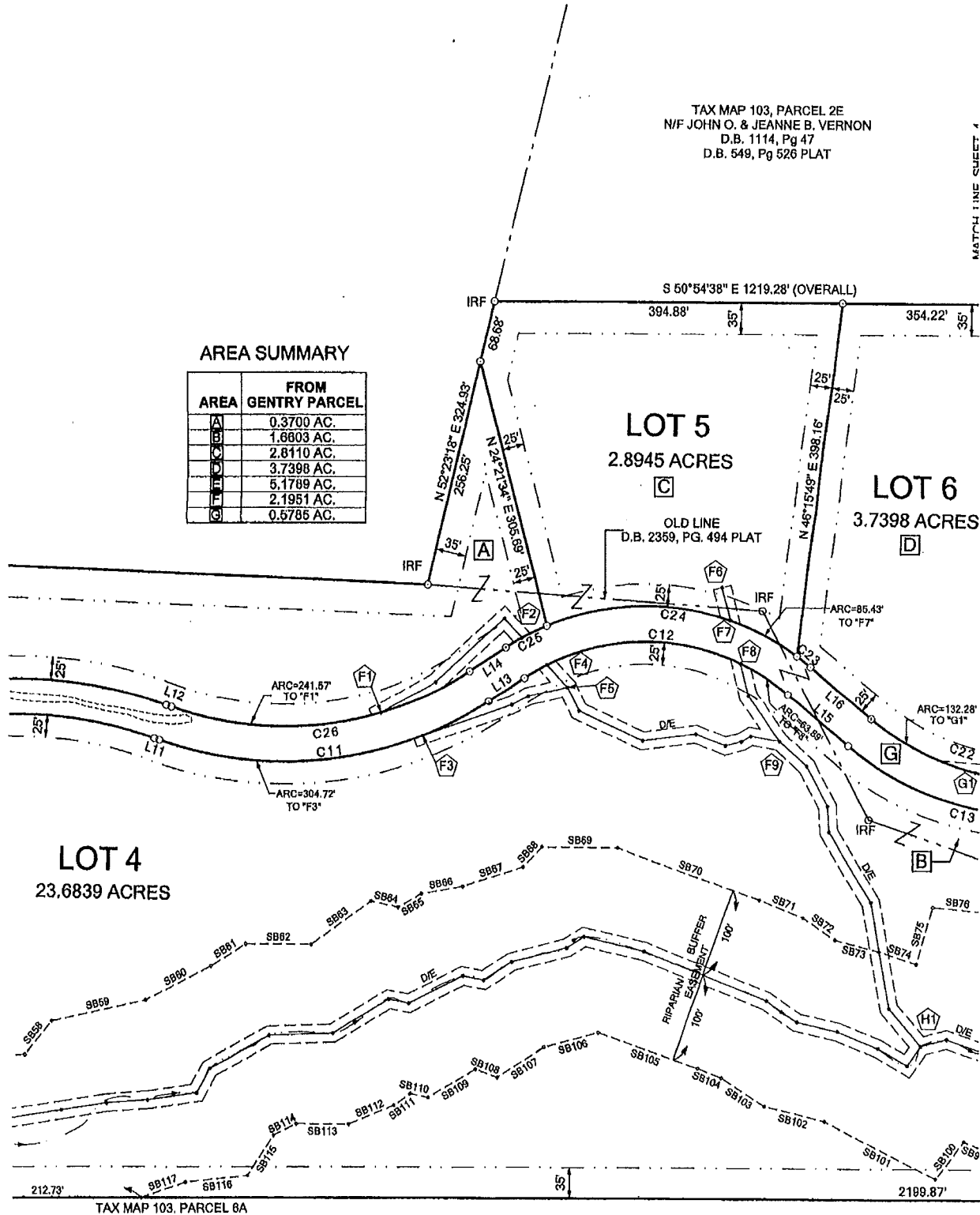
40' R/W

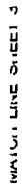
5.2675 ACRES

(HEREBY DEDICATED TO PUBLIC USE)

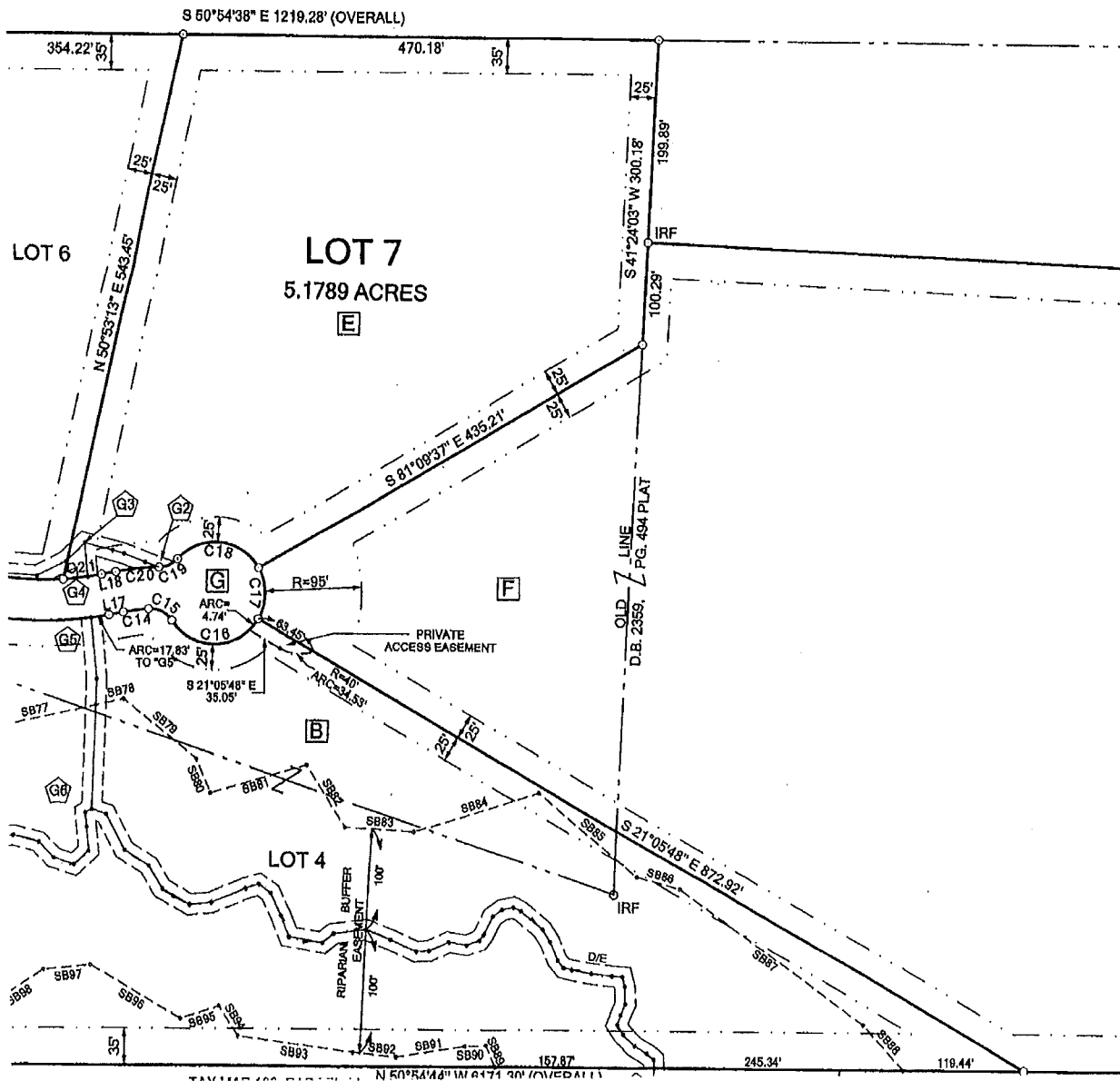


2932 P 763





AREA SUMMARY	
AREA	FROM GENTRY PARCEL
A	0.3700 AC.
B	1.6603 AC.
C	2.8110 AC.
D	3.7398 AC.
E	5.1789 AC.
F	2.1951 AC.
G	0.5785 AC.



2932 p 765

AX MAP 103, PARCEL 2E
JOHN O. & JEANNE B. VERNON
D.B. 1114, Pg 47
D.B. 549, Pg 526 PLAT

TAX MAP 103, PARCEL 2D
N/F BRET L. GENTRY & MARIE THOMPSON
D.B. 1948, Pg 492
D.B. 478, Pg 91 PLAT

S 48°30'37" E 2010.15'

59

LOT 8

32.6860 ACRES

674.71'

59

N 66°33'19" W 569.05'

2932 P766

CURVE TABLE

(LOT LINES AND RIGHT OF WAY)

(LOT L

NO.	Delta	Radius	Arc	Tangent	Chord Bearing	Chord
C1	82°08'59"	40.00	57.35	34.86	N 79°54'14" E	52.56
C2	50°19'38"	198.55	174.40	93.28	S 84°11'04" E	168.85
C3	118°07'38"	100.00	206.17	166.85	S 50°17'04" E	171.55
C4	36°31'26"	323.05	205.93	106.60	S 09°28'59" E	202.46
C5	91°31'50"	166.05	265.26	170.54	S 73°30'38" E	237.94
C6	88°10'58"	134.83	207.52	130.62	S 75°11'04" E	187.64
C7	31°57'04"	503.96	281.03	144.27	S 15°07'03" E	277.40
C8	45°30'16"	488.89	394.63	208.39	S 21°53'39" E	384.34
C9	39°51'14"	847.53	589.52	307.25	S 64°34'24" E	577.71
C10	53°02'52"	480.90	445.24	240.02	S 57°58'35" E	429.51
C11	52°27'59"	425.86	389.96	209.86	S 57°41'09" E	376.48
C12	72°43'31"	251.64	319.41	185.27	S 47°33'23" E	298.40
C13	51°02'27"	334.19	297.71	159.55	S 36°42'51" E	287.96
C14	06°52'30"	212.01	25.44	12.73	S 68°47'50" E	25.42
C15	61°51'28"	25.00	26.99	14.98	S 24°25'51" E	25.70
C16	117°35'42"	50.00	102.62	82.55	S 52°17'57" E	85.53
C17	60°03'49"	50.00	52.42	28.90	N 38°52'17" E	50.05
C18	107°51'54"	50.00	94.13	68.65	N 45°05'34" W	80.83
C19	46°38'07"	25.00	20.35	10.78	N 76°42'28" W	19.79
C20	09°50'40"	252.01	43.30	21.70	N 57°18'45" W	43.25
C21	07°26'57"	294.19	38.25	19.15	N 58°30'36" W	38.22
C22	43°35'30"	294.19	223.83	117.64	N 32°59'23" W	218.47
C23	03°53'59"	291.64	19.85	9.93	N 13°08'37" W	19.85
C24	58°31'10"	291.64	297.87	163.39	N 44°21'11" W	285.09
C25	10°18'22"	291.64	52.46	26.30	N 78°45'57" W	52.39
C26	52°27'59"	385.86	353.34	190.14	N 57°41'09" W	341.12
C27	53°02'52"	520.90	482.28	259.98	N 57°58'35" W	465.24
C28	39°51'14"	807.53	561.70	292.75	N 64°34'24" W	550.44
C29	45°30'16"	456.89	362.87	191.61	N 21°53'39" W	353.40
C30	31°57'04"	543.96	303.34	155.73	N 15°07'03" W	299.42
C31	88°10'58"	174.83	269.08	169.38	N 75°11'04" W	243.30
C32	91°31'50"	126.05	201.36	129.46	N 73°30'38" W	180.62
C33	36°31'26"	283.05	180.43	93.40	N 09°28'59" W	177.39
C34	118°07'36"	140.00	288.64	233.58	N 50°17'04" W	240.17
C35	42°13'29"	158.55	116.85	61.22	N 88°14'08" W	114.22
C36	105°57'09"	40.00	73.97	53.04	N 14°08'50" W	63.87

NO.
L1
L2
L3
L4
L5
L6
L7
L8
L9
L10
L11
L12
L13
L14
L15
L16
L17
L18

MATCH LINE SHEET 4

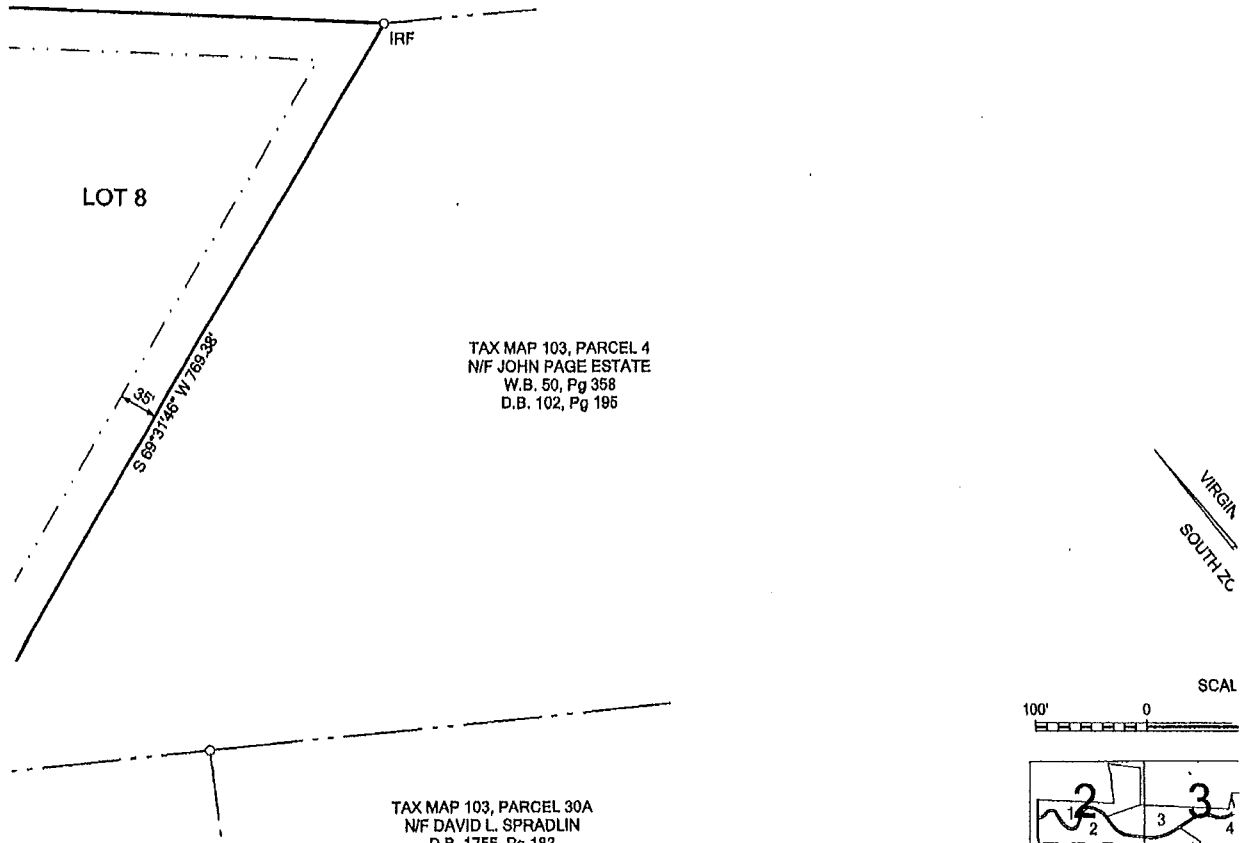


TABLE
RIGHT OF WAY)

	Distance
10" E	122.57'
7" E	25.03'
10" W	125.09'
4" W	25.47'
7" E	2.51'
7" W	2.51'
2" E	2.87'
2" W	2.87'
3" E	48.28'
3" W	48.28'
0" E	6.17'
0" W	6.17'
8" E	48.74'
8" W	48.74'
1" E	90.07'
8" W	90.07'
5" E	14.26'
5" W	14.26'

2932 P767
LINE TABLE
(BUFFER EASEMENTS)

NO.	Bearing	Distance
SB1	N 29°28'50" E	59.44'
SB2	N 05°43'19" W	22.49'
SB3	N 39°27'56" E	95.50'
SB4	N 32°28'38" E	57.17'
SB5	N 59°27'54" E	140.78'
SB6	N 21°55'53" E	63.82'
SB7	N 59°00'05" E	34.90'
SB8	N 33°12'19" E	23.92'
SB9	S 70°25'47" E	100.64'
SB10	S 17°22'24" E	136.51'
SB11	S 59°00'05" W	19.03'
SB12	S 31°23'38" W	84.82'
SB13	S 60°01'47" W	64.07'
SB14	S 59°57'06" W	74.03'
SB15	S 27°13'00" W	21.12'
SB16	S 43°37'25" W	26.28'
SB17	S 05°43'19" E	21.69'
SB18	S 38°50'15" W	67.17'
SB19	S 30°11'40" W	75.16'
SB20	S 55°15'27" W	74.18'
SB21	S 45°57'36" W	16.00'
SB22	N 44°50'55" W	50.78'
SB23	N 44°50'55" W	49.23'
SB24	N 45°57'36" E	25.54'
SB25	N 55°15'27" E	57.84'
SB26	S 28°00'49" W	28.83'
SB27	S 30°37'07" W	40.96'
SB28	S 09°37'20" W	74.36'
SB29	S 30°40'49" W	118.35'
SB30	S 33°17'43" W	31.79'
SB31	S 04°52'05" W	26.25'
SB32	S 31°12'12" W	58.47'
SB33	S 40°41'02" W	108.92'
SB34	S 15°34'20" W	35.75'
SB35	S 23°48'11" W	94.17'
SB36	S 21°26'05" W	164.42'
SB37	S 20°58'16" W	66.79'
SB38	S 24°51'30" W	75.28'
SB39	S 25°44'10" W	33.59'
SB40	S 25°44'10" W	64.60'
SB41	S 49°56'11" W	49.29'
SB42	S 29°29'53" W	82.39'
SB43	S 23°27'48" W	52.50'
SB44	S 27°14'21" W	96.36'
SB45	N 47°56'49" W	101.75'
SB46	N 47°56'49" W	22.60'
SB47	N 32°00'23" W	92.84'
SB48	N 24°03'46" E	66.10'
SB49	N 29°01'27" E	75.68'
SB50	N 30°58'56" E	56.72'
SB51	N 48°58'50" E	41.31'
SB52	N 25°44'14" E	42.76'
SB53	N 24°57'57" E	76.35'
SB54	N 20°58'16" E	60.82'
SB55	N 21°26'05" E	45.76'
SB56	N 89°12'57" E	128.51'
SB57	S 52°25'00" E	90.59'
SB58	N 78°18'42" E	48.39'
SB59	S 63°14'48" E	109.48'
SB60	S 77°51'32" E	83.47'
SB61	S 83°14'31" E	46.04'
SB62	S 50°37'41" E	74.62'
SB63	S 86°22'52" E	82.64'
SB64	S 39°02'24" E	31.78'
SB65	S 80°45'22" E	30.04'
SB66	S 61°01'44" E	48.08'
SB67	S 68°59'51" E	72.57'
SB68	N 83°22'20" E	30.23'
SB69	S 50°23'50" E	85.31'
SB70	S 31°24'15" E	170.47'
SB71	S 29°38'56" E	53.72'
SB72	S 17°30'58" E	43.76'
SB73	S 37°25'32" E	51.69'
SB74	S 32°48'07" E	44.33'
SB75	N 55°10'48" E	65.33'

NO.	Bearing	Distance
SB78	S 63°27'06" E	28.08'
SB79	S 12°32'16" E	93.06'
SB80	S 15°44'50" W	36.47'
SB81	S 67°34'26" E	98.74'
SB82	S 06°41'59" W	71.67'
SB83	S 47°19'43" E	68.07'
SB84	S 68°21'30" E	130.10'
SB85	S 10°37'14" E	127.48'
SB86	S 35°32'29" E	43.66'
SB87	S 14°55'19" E	221.23'
SB88	S 03°48'03" E	58.28'
SB89	N 15°29'22" E	21.79'
SB90	N 53°23'09" W	21.25'
SB91	N 59°33'10" W	68.92'
SB92	N 45°15'23" W	42.54'
SB93	N 43°25'47" W	114.75'
SB94	N 06°41'59" E	33.97'
SB95	N 67°58'42" W	40.40'
SB96	N 21°18'41" W	101.47'
SB97	N 56°47'15" W	46.81'
SB98	N 82°38'21" W	67.21'
SB99	N 26°55'23" W	30.13'
SB100	S 75°45'36" W	53.83'
SB101	N 23°26'12" W	140.62'
SB102	N 37°25'32" W	70.48'
SB103	N 17°30'56" W	57.61'
SB104	N 29°38'56" W	29.40'
SB105	N 31°24'15" W	118.19'
SB106	N 65°48'07" W	63.91'
SB107	N 83°22'44" W	63.51'
SB108	N 31°03'24" W	28.10'
SB109	N 80°45'22" W	63.48'
SB110	N 39°02'24" W	20.32'
SB111	N 86°22'52" W	23.03'
SB112	N 73°09'12" W	55.58'
SB113	N 50°37'41" W	59.44'
SB114	N 77°40'51" W	28.74'
SB115	S 72°18'42" W	54.95'
SB116	N 57°02'59" W	70.86'
SB117	N 69°35'34" W	53.77'

200' 300'



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DRAINAGE E

	NO.	BEARING	DISTANCE		NO.
	L200	N 07°50'13" W	54.46'	E5 to E7	L272
	L201	N 01°38'52" W	90.96'		L273
	L202	N 01°29'27" E	29.23'	E6 to E7	L274
	L203	N 10°05'53" E	21.08'		L275
A1 to A2	L204	N 11°44'36" E	34.02'		L276
	L205	N 02°04'43" W	24.80'		L277
	L206	N 29°08'16" W	16.64'		L278
	L207	N 45°55'33" W	25.54'		L279
	L208	N 33°18'09" W	16.02'	E7 to E9	L280
	L209	N 58°55'41" E	39.91'		L281
	L210	N 16°18'19" E	57.86'		L282
	L211	N 11°10'17" E	66.24'		L283
A3 to A5	L212	N 07°08'42" E	42.98'		L284
	L213	N 07°16'31" W	65.79'		L285
	L214	N 11°38'18" E	28.94'		L286
A4 to A5	L215	N 58°55'41" E	61.74'		L287
	L216	N 58°55'41" E	21.14'	E8 to E9	L288
A5 to A6	L217	N 49°27'20" E	44.94'		L289
	L218	N 54°13'51" E	44.42'		L290
	L219	N 58°22'02" E	19.86'		L291
	L220	N 82°48'38" W	107.93'		L292
	L221	N 71°33'35" W	93.87'	F1 to F2	L293
A5 to A6	L222	N 28°18'34" W	48.46'		L294
	L223	N 45°07'54" W	136.39'		L295
	L224	N 73°37'24" W	171.93'	F3 to F6	L296
	L225	S 39°00'08" E	26.21'		L297
B1 to B2	L226	S 55°45'14" E	17.73'	F4 to F5	L298
	L227	N 38°39'13" E	9.58'		L299
	L228	S 81°06'16" E	18.49'		L300
B3 to B5	L229	S 89°30'56" E	8.18'		L301
	L230	N 76°03'46" E	11.22'	F6 to F9	L302
B4 to B5	L231	N 32°23'58" E	21.34'		L303
B5 to B6	L232	N 24°32'52" E	41.93'		L304
	L233	N 34°40'42" E	29.43'		L305
	L234	S 01°48'37" W	42.48'	F8 to F7	L306
	L235	S 04°53'38" E	17.42'	F8 to F9	L307
C1 to C2	L236	S 02°01'55" W	11.77'		L308
	L237	S 11°53'12" W	11.89'		L309
	L238	S 12°47'42" W	10.01'		L310
	L239	S 77°12'18" E	20.28'	F9 to H1	L311
	L240	S 26°51'23" E	40.32'		L312
	L241	S 29°44'43" E	10.94'		L313
	L242	S 28°16'17" E	22.66'		L314
	L243	S 43°03'05" E	33.17'		L315
C3 to C5	L244	S 41°52'39" E	32.25'	G1 to G3	L316
	L245	S 23°24'14" E	21.51'		L317
	L246	S 21°09'17" E	12.09'		L318
	L247	S 17°17'36" E	12.63'		L319
	L248	S 05°51'40" E	43.66'	G2 to G3	L320
C3 to C5	L249	S 77°12'18" E	61.85'		L321
C6 to C9	L250	S 75°01'34" E	124.81'	G3 to G4	L322
	L251	S 76°32'36" E	102.11'	G5 to G6	L323
	L252	S 03°39'05" E	45.30'		L324
D1 to D2	L253	S 09°08'54" E	32.19'		L325
	L254	S 40°57'31" E	24.45'		L326
	L255	N 63°04'42" W	48.16'		L327
D2 to D3	L256	N 53°14'22" W	24.75'		L328
D3 to D4	L257	N 40°57'31" W	21.73'		L329
	L258	N 22°36'48" E	30.89'		L330
	L259	N 22°36'48" E	37.84'		L331
D5 to D7	L260	N 18°30'35" W	20.85'		L332
D8 to D7	L261	N 22°37'46" W	40.74'		L333
	L262	N 19°37'48" W	63.11'		L334
D7 to D8	L263	N 26°01'23" E	81.44'		L335
E1 to E3	L264	N 88°48'58" E	129.37'	E9 to H1	L336
	L265	S 88°21'40" E	80.72'		L337
E2 to E3	L266	N 63°22'27" W	77.51'		L338
E3 to E4	L267	S 14°04'00" W	28.25'		L339
	L268	S 60°36'38" E	26.86'		L340
E5 to E7	L269	S 69°12'10" E	96.80'		L341
	L270	S 74°08'22" E	87.75'		L342
	L271	S 82°43'35" E	22.58'		L343

ENT LINE TABLE

2932 P 769

DISTANCE
44.52'
38.22'
62.59'
27.99'
54.18'
81.98'
86.07'
72.06'
32.75'
37.77'
70.06'
59.72'
53.80'
31.63'
27.56'
56.40'
50.89'
68.41'
83.56'
50.79'
71.24'
105.28'
29.68'
107.93'
21.21'
45.47'
33.83'
29.85'
79.81'
60.39'
36.35'
18.58'
12.07'
32.98'
38.60'
36.99'
62.41'
41.75'
51.09'
28.84'
91.44'
119.13'
55.00'
65.16'
32.12'
25.39'
14.80'
22.77'
11.84'
28.28'
33.37'
59.93'
127.00'
77.00'
78.38'
51.49'
47.17'
56.73'
31.10'
77.39'
71.99'
73.81'
23.58'
68.75'
24.55'
37.67'
64.64'
22.56'
69.70'
149.16'
41.82'
47.46'

NO.	BEARING	DISTANCE
L344	S 29°18'39" E	49.32'
L345	S 20°25'43" E	37.77'
L346	N 74°32'07" E	28.72'
L347	S 66°15'45" E	29.64'
L348	S 32°04'45" E	45.18'
L349	N 88°29'57" E	26.46'
L350	N 07°41'17" E	16.28'
L351	N 48°17'46" E	20.95'
L352	S 60°39'25" E	17.92'
L353	S 35°51'31" E	25.90'
L354	S 04°43'13" E	21.57'
L355	S 32°43'58" E	20.98'
L356	N 86°41'55" E	19.82'
L357	N 34°02'31" E	24.20'
L358	N 33°33'29" E	14.22'
L359	S 78°44'39" E	7.14'
L360	S 32°51'13" E	14.99'
L361	S 11°59'49" W	40.10'
L362	S 18°47'29" E	29.09'
L363	S 08°47'21" W	26.13'
L364	S 21°53'29" E	30.48'
L365	S 55°50'07" E	21.65'
L366	S 72°47'43" E	37.09'
L367	S 68°00'56" E	13.58'
L368	S 15°13'10" E	14.04'
L369	S 14°42'27" W	23.83'
L370	S 18°21'24" W	21.79'
L371	S 41°23'27" E	33.32'
L372	S 89°34'38" E	14.41'
L373	S 57°39'09" E	32.01'
L374	S 29°25'19" E	25.93'
L375	S 26°39'13" E	27.63'
L376	S 53°23'07" E	12.73'
L377	S 74°44'35" E	21.71'
L378	S 42°19'27" E	17.53'
L379	S 70°07'42" E	13.74'
L380	N 76°42'10" E	7.36'
L381	N 66°35'22" E	20.02'
L382	S 86°12'34" E	11.03'
L383	S 63°05'28" E	11.38'
L384	S 25°14'15" E	8.53'
L385	S 11°24'45" E	27.85'
L386	S 08°01'42" W	13.90'
L387	S 17°54'06" W	19.87'
L388	S 00°10'56" E	9.23'
L389	S 39°16'46" E	8.42'
L390	S 40°41'25" E	19.53'
L391	S 44°59'34" E	20.25'
L392	S 46°42'44" E	10.63'
L393	S 25°45'21" W	9.25'
L394	S 37°10'52" W	16.69'
L395	S 63°46'54" W	11.38'
L396	S 59°43'53" W	10.48'
L397	S 05°51'26" W	11.19'
L398	S 06°00'32" E	15.73'
L399	S 20°59'21" E	13.77'
L400	S 11°41'34" E	8.98'
L401	S 36°27'00" W	7.74'

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