

# COVENANTS

## TALL TIMBERS, SECTION "A"

Imposed by instrument recorded November 12, 1980, in Deed Book 1818, page 1812; re-recorded November 21, 1980, in Deed Book 1819, page 1850; and recorded December 16, 1981, in Deed Book 1845, page 525, in the Clerk's Office, Circuit Court of Henrico County, Virginia.

THIS DECLARATION, made on the date hereinafter set forth by TALL TIMBERS, INC., a Virginia corporation, hereinafter referred to as "DECLARANT".

### W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in Tall Timbers, Section "A", Henrico County, Virginia, which is more particularly shown on a plat of same recorded in the Clerk's Office, Circuit Court, Henrico County, Virginia, in Plat Book 73, page 17, and consists of the lots and the Common Area shown thereon.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

### ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to Tall Timbers Association Inc., its successors and assigns.

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

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such addition thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property, including by way of illustration and not limitation all drives, parking areas, curbs, gutters, storm sewers, walks and recreation facilities owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is that land designed as Common Area on the plat of Tall Timbers, Section "A", recorded in Plat Book 73, page 17, in the Clerk's Office, Circuit Court, Henrico County, Virginia.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Tall Timbers, Inc., a Virginia corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

## ARTICLE II

### PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate 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. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class or members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any owner may delegate in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers, who reside on the property.

## ARTICLE III

### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in Class B membership, or

(b) on January 1, 1985.

## ARTICLE IV

### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, cost, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be ONE HUNDRED TWENTY DOLLARS (\$120.00) per Lot.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 3% above the maximum assessment for the previous year without a vote of the membership.
- (b) From and after January 1 of the year immediately following conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 3% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: DUE DATE: The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. 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 at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six percent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

#### ARTICLE V

##### GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

ARTICLE VI

STAGED DEVELOPMENTS

Additional land within the general area herein described may be annexed by the Declarant without the consent of members within ten (10) years of the date of this instrument.

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AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the 8th day of December, 1981, by ELLIS HOMES, INC., a Virginia corporation, hereinafter referred to as "DECLARANT".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in Tall Timbers, Section "A", Henrico County, Virginia, which is more particularly shown on a plat of same recorded in the Clerk's Office, Circuit Court, Henrico County, Virginia in Plat Book 73, page 17, and consists of the lots and the Common Area shown thereon.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following restriction which is imposed for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof:

"No fences shall be erected upon any lot unless and until the kind of fence proposed to be erected first be approved in writing by the Board of Directors of the Association, which such approval shall be uniform as to all lots. Split rail fences are hereby permitted."

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BOOK 2244 PAGE 2227

AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
BY  
TALL TIMBERS, INC.

The Association, Tall Timbers Association, Inc., acting pursuant to Article V, Section 3, of the Declaration of Covenants, Conditions and Restrictions by Tall Timbers, Inc., recorded November 12, 1980, in Deed Book 1818, page 1812, re-recorded in Deed Book 1819, page 1850; and re-recorded in Deed Book 1819, page 1850; and re-recorded December 16, 1981, in Deed Book 1845, page 525, in the Clerk's Office, Circuit Court, Henrico County, Virginia (the "Declaration"), hereby amends the Declaration as follows:

1. Any garage, storage shed or other outbuilding erected on any lot shall be constructed of wood and shall be of the same general design and construction (including color), as the primary dwelling upon such lot. Metal outbuildings are prohibited.

2. No trailer, tent, shack, garage, barn or other outbuildings erected on any lot shall at any time be used as a residence, temporarily or permanently, and no structure of a temporary character shall be used as a residence.

3. No trailer, camper, recreational vehicle or boat shall be parked on the street. Trailers, campers, recreational vehicles or boats of this nature may be parked on the driveway or the rear of the individual lots.

4. No lot or common area shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers maintained in a neat and orderly manner not forward of the front plane of the house.

The undersigned President and Secretary-Treasurer of Tall Timbers Association, Inc. certify that the Amendment was approved by instruments signed by not less than ninety percent (90%) of the Lot Owners and that said instruments are on record at the corporate office. The attached Schedule A is a true copy of the instrument. The signatures are those of Lot Owners and they constitute not fewer than ninety percent (90%) of all of the Lot Owners of Properties subject to the Declaration, all as of this 31st day of May, 1990.

TALL TIMBERS ASSOCIATION, INC.,  
By Larry K Dougherty  
President  
By Linda Lee McBride  
Secretary-Treasurer

STATE OF VIRGINIA,  
CITY/COUNTY OF Henrico, to-wit:

I, a Notary Public in and for the State of Virginia,  
City/County of Henrico, do hereby certify that  
Larry Dougherty, President, and  
Linda Lee McBride, Secretary-Treasurer, of  
Tall Timbers Association, Inc., whose names are signed to the  
foregoing Amendment have appeared before me and acknowledged  
the same in my jurisdiction aforesaid.

Given under my hand this 31st day of May,  
1990.

My Commission expires August 4, 1991

Jan Stratton  
Notary Public

HUNDLEY,  
HINSON & HARRIS, P.C.  
ATTORNEYS AT LAW  
5501 STAPLES MILL ROAD  
RICHMOND, VIRGINIA 23226

Mark A. Young - BUILDER 6 LOTS.

Joseph R. Andri - BUILDER 10 LOTS.

Linda S. Adkins

R. E. Bell

Patricia Atterness

Michael Adams

W. A.

Jeff Balesy  
Vicki Balesy

Thomas J. Bonifacio

James W. Spitzer

Archie S. Barrett

Brenda J. Benetti Faith/Sally

Ed E. By Jannette Benton

Andrew R. Bernstein

Kathy Budofski

W. A. Bell

Al L. Birkhoff

Ed E. Birkhoff

Dawn Blackburn

McBridwell

Hayden G. Blair

Joe Danon  
Dorina Danon

B. Kit Blankenship S.H.A

Sue C. Boardman

F. E. Bond

Thomas J. Bond

W. A. Blinn Barbara Lewis

Connie L. Booth

Paul A. Bault

Shirley Bowes

W. E. Bowers

Antice J. Bowman

Charles J. Brannon

Max/Mary J. Brown

Nancy B. Browning

Bill Brubaker

Cecil H. Carroll

Barry and Kathryn Callis

Suzanne

Elyse S. Crawley

Luzon M. Carter

Judy Crawford

Mary A. Cluff

Roberta A. Conroy

Tom H. Cook

George R. Cunningham



~~Wm E. Gannon~~

Martha J. Hunt

David R. Cook

Donald W. Little Jerry Duffell

Mary Lou Craig

~~Robert P. Jones~~

Carol H. Cullinan

~~Wm. A. Gannon~~ + Patricia Gannon

~~Wm. Gannon~~

Steven M. Davis

Cathy Hall Edward J. Hall

Bruce + Robert McFarley

Simon L. Harris

Robert W. Baird

James A. Holgate + Kenan E. Holgate

Kirit Down

~~Paul E. Duffell~~

~~D. Hall~~

Thomas M. Duffell

~~Wm. E. Gannon~~

W. F. Duckworth

Elizabeth Nuttall

Lyons Eastman

John R. Hays

Wm C. Eldredge

Aerman Jackson Jr

Nancy White

Richard F. Jackson  
Romney J. Jackson

Angus Chinglight

Kim Jacey

Jan W. Farmer

Richard B. Johnson

Sie Foul

Mr. + Mrs. Depone + Ginn

Ralph C. Fox

C.D. Jones

H.E. Francis Sr

Charles L. Jones

Jan Frazer

Arthur R. Jones

Robert Williams

Cathy M. Kadach

W. W. Gordon

Beth Kassis

Pam Graham

W. L. Gannon + Judy B. Gannon

W. L. Gannon + Vicki Kech

Tina + Bruce Kennedy

Edith Y. D.

Joseph A. Lachowski

John C. [unclear]

C. D. [unclear]

~~Walter~~ / Nancy James

Michelle B. Lasser

Frank T. Kenner

Joe + Evelyn Lewis

Beverly O. Lewis

Joseph C. Sillard

Dean D. Limbach

Timothy V. Lohner / Joyce A. Lohner

Stanley J. Lued

Russell W. Macmillan

Jayne Marchant

Stacy Joy Marazouqui

Henry M. [unclear]

James A. Martin

Ben + Bruce - Linda Lee McBride

Y. McLeik

Gene B. Melton

Patricia W. Miller

Wm J. Miller

Robert K. [unclear]

Wayne & [unclear]

Dean H. Mosley

D. W. Munder

Jerry + Natalie

Floyd S. Newman Jr

Lois + [unclear]

H. Pawing

Ed + [unclear]

Atta Phillips

Robert E. [unclear]

Debra Kay Prew

Stephen B. Pitts

Joseph H. Porter

Jerry C. Raper + Teresa A. Raper

Lawrence D. Ray

Jacqueline L. Ready

Gay Rea

Henry G. Rhom

[unclear]

[unclear]

Terri B. Robertson

Robert B. Roty + Linda S. Roty

[unclear] + [unclear]

Ruth Selig

J. H. White (Jaquesville, White)

Ken & Barbara Semples

Dena M. Webster

Japhet W. Lopez

Deane E. Wellstone

Robert E. Chuan

[Signature]

Thomas A. O'Helder

Janet Wittshire

Mary Shum

Carl Wingell

Loren L. Siddons

W. W. White

Randall Skaggs, Jr.

Jonice E. Smith

Kelsey Smith

Brown

Jeff Stover

Charles E. Summers III

[Signature]

Harry Thompson

Gene Thompson

Victor J. Coburn / Mary J. Wallace

W. Z. Tucker

Victor Tyson / John Tyson

[Signature]

James H. Wallace Jr.

Mahey P. Walton

Nancy Warner

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

This Deed was presented, and with the Certificate annexed admitted to record

on MAY 31 1990, at 1:54 o'clock P. M.

State Tax	_____
County Tax	_____
Grantor's Tax (120)	_____
(220-A)	_____

Transfer Fee	_____
Clerk's Fee	<u>12.00</u>
Total	\$ <u>12.00</u>

Margaret B Baker  
Clerk

FILE  
Mail to: Hurdley, Johnson

## ANNUAL LOT ASSESSMENTS

In January of each year, all Tall Timbers lot owners are liable for annual lot assessments. The assessment is the personal obligation of the lot owner of record as of January 1. Lot assessments are considered past due 30 days from the January 1 due date; delinquent lot owners are then subject to legal remedies by the association (see Tall Timbers Covenants, Article IV, Section 8).

Lot assessments are used by the association for insurance on and maintenance and improvement of the common areas and entrance, administrative costs (printing of the newsletter and directory, postage, attorney's fees, etc.) and to help fund community social functions.

The amount of such lot dues will be stated in writing on the dues invoice sent by the association in November or December. The Tall Timbers Association annual meeting occurs during the first week of each December. Lot assessments may be paid at the meeting, mailed to the association address, given to any officer or member of the board of directors or given to your block captain. (This information is available in the front of your Tall Timbers Directory.)

Please see the Tall Timbers Covenants for more information or contact any association officer or board member.

*CURRENT Lot ASSESSMENT*

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