

*Hugh Jones*

060000725

DECLARATION OF

71

COVENANTS, CONDITIONS AND RESTRICTIONS

OF

**TAVERN GROVE PROPERTY OWNERS ASSOCIATION**

MAP# 22-A-22A

THIS DECLARATION, made the date hereinafter set forth by Tavern Grove, LLC, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Campbell County, State of Virginia, which is more particularly described as Section I, Tavern Grove (3.558 acres) as shown on a plat of record in the Clerk's Office of the Circuit Court for the County of Campbell, Virginia, at Plat Cabinet B, Slide 270, pages 2601 to 2605.

NOW THEREFORE, Declarant hereby declares that all of the properties described in Exhibit A, 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 insure to the benefit of each owner thereof.

ARTICLE I.

DEFINITIONS

Section 1. "Association" shall mean and refer to Tavern Grove Property Owners Association, Inc., a nonprofit corporation organized and existing under the laws of the Commonwealth of Virginia, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association by annexation as provided in Article X, Section 4 herein.

Section 3. "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 contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 4. "Common Area", sometimes referred to or labeled "Community Property", shall mean all real property and any and all structures and improvements thereon owned and/or leased at any time by the Association for the common use and enjoyment of the Owners as a group and any and all structures and improvements thereon owned and/or leased at any time by the Association for the use of individual Owners as the Board of Directors may provide. The Common Areas to be owned by the Association at the time of the conveyance of the last Lot are those set out on the aforesaid plat and on any plat of additional land annexed pursuant to Article X, Section 4 hereof.

Section 5. "Lot" shall mean and refer to any plot of land numbered and designated as such upon the aforesaid plats, with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Tavern Grove, LLC, 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. Owner's Easement 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 of every Lot, subject to the following provisions:

(a) The right of the Association to charge members, non-member residents and non-members reasonable admission and other fees for the use of any recreational facility situated upon the Common Area or leased or contracted for use by the Association in accordance with a schedule of such fees as adopted by the Association from time to time.

(b) The right of the Association to suspend the voting rights and the 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 SIXTY (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 approved by more than two-thirds (2/3) of the votes of each class of the membership entitled to vote at a meeting called for that specific purpose.

(d) The right of the Association to regulate parking on the Common Area through the granting of easements or promulgation of rules and regulations.

(e) The right of the Association, acting by and through its Board of Directors, to grant licenses, rights of way and easements for access or for the construction, reconstruction, maintenance and repair of any utility lines or appurtenances, whether public or private, to any municipal agency, or public utility, the Declarant or any other person; provided, however, that no such licenses, rights of way or easements shall be unreasonably and permanently inconsistent with the rights of the members to the use and enjoyment of the Common Area; and

(f) The right of the Association, acting by and through its Board of Directors, to enter into agreements whereby the Association acquires leaseholds, membership or other possessory or use interests in real or personal property for the purpose of promoting the enjoyment, recreation or welfare of the members of the Association and to declare expenses incurred in connection therewith to be common expenses of the Association.

Section 2. Delegation of Use. Any Owner may, subject to the provisions of Section 1 of this Article, delegate in accordance with the By-Laws his right of enjoyment to the Common Area and facilities thereon or leased or contracted for use by the Association 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 person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject by these covenants of record to assessment by the Association including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership in the Association shall be a condition running with the ownership of any Lot and may not be separated from ownership of any Lot which is subject to assessment by the Association.

In the event the Owner of any Lot shall fail or refuse to transfer the membership registered in his name to the purchaser of such Lot, the Association shall have the right to record the transfer upon the books of the Association and issue a new certificate to the purchaser, and thereupon the old certificate outstanding in the name of the seller shall be null and void as though the same had been surrendered.

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

Class A. Except as provided below, Class A members shall be all Owners with the exception of the Declarant (both as defined in this Declaration), and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall each Lot have more than one vote.

Class B. Class B members shall be the Declarant who shall be entitled to TWENTY-FIVE (25) votes for each Lot owned. The Class B memberships shall cease and be converted to Class A memberships on the happening of either of the following events, whichever occurs first:

- a) when the total votes outstanding in Class A memberships equal the total votes outstanding In the Class B memberships; or
- b) on 12-31-2016.

Notwithstanding the foregoing, in the event of annexation of any additional properties, Class B membership shall be revived with respect to all Lots owned by the Declarant on the annexed property, which Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first:

- a) when the total votes outstanding in the Class A memberships in the annexed property equal the total votes outstanding in the Class B membership in such annexed property, or
- b) four (4) years from the date of recordation of the Deed of Dedication or Supplemental Declaration for such annexed property.

ARTICLE IV.

COVENANT FOR ANNUAL AND SPECIAL ASSESSMENTS

Section 1. Payment and Collection of Assessments Each Lot sold by the Declarant shall be subject to annual assessments or charges and special assessments for capital improvements. 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 agrees to pay to the Association:

- a) annual assessments or charges; and,
- b) special assessments for capital improvements.

Such assessments are to be established and collected as hereinafter provided. Any annual and special assessments which are due and unpaid together with interest thereon from the

