

Instrument Control Number

018803

Commonwealth of Virginia
Land Record Instruments
Cover Sheet - Form A

[ILS VLR Cover Sheet Agent 1.0.83]



Doc ID: 000852750015 Type: DEE
Recorded: 10/04/2004 at 11:55:23 AM
Fee Amt: \$96.00 Page 1 of 15
Albemarle County, VA
Shelby Marshall Clerk Circuit Court
File# 2004-00018803

BK 2849 PG 151-165

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Date of Instrument: [10/4/2004]

Instrument Type: [DEC-~~X~~]

Number of Parcels [1]

Number of Pages [13] 5-15 2

City ☐ County ☐ [Albemarle County]

(Box for Deed Stamp Only)

First and Second Grantors

Last Name	First Name	Middle Name or Initial	Suffix
[ROCK CASTLE CREEK]	[]	[]	[]
[]	[]	[]	[]

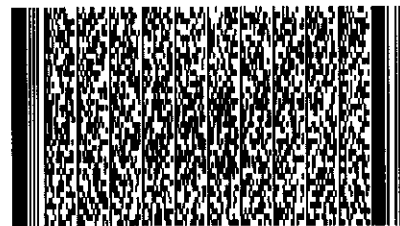
First and Second Grantees

Last Name	First Name	Middle Name or Initial	Suffix
[ROCK CASTLE CREEK]	[]	[]	[]
[]	[]	[]	[]

Grantee Address (Name) [ROCK CASTLE CREEK]
(Address 1) [P O BOX 1320]
(Address 2) []
(City, State, Zip) [RICHMOND] [VA] [23218]
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 [] Page [] Instr. No []
Parcel Identification No (PIN) [129-10A, 130-7, 130-7K, 130-7J]
Tax Map Num. (if different than PIN) [129-10A, 130-7, 130-7K, 130-7J]
Short Property Description [402 ACRES]
Current Property Address (Address 1) []
(Address 2) []
(City, State, Zip) [] [] []

Instrument Prepared By [RICHMOND & FISHBURNE]
Recording Paid for By [WILLIAMS MULLEN]
Return Recording To (Name) [WILLIAMS MULLEN]
(Address 1) [P O BOX 1320]
(Address 2) []
(City, State, Zip) [RICHMOND] [VA] [23218]
Customer Case ID [] [] []



**ROCK CASTLE CREEK
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION made this 30th day of September, 2004, by **ROCK CASTLE CREEK, LLC**, a Virginia limited liability company, hereinafter referred to as the “Declarant”,

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain real property situated in Albemarle County, Virginia containing 402 acres, more or less, shown and described on the plats for Rock Castle Creek Subdivision (herein “Rock Castle Creek”) made by Roger W. Ray Assoc., Inc. titled “Plat Showing Lots 1 Thru 10 Rock Castle Creek a Division of the Rock Castle Creek, LLC Property also Boundary Survey of T.M. 130-7J,” dated July 21, 2004, revised August 13, 2004 a copy of which is attached hereto and recorded herewith and, titled “Plat Showing Lots 11 Thru 14 Rock Castle Creek and Tract A” dated August 13, 2004, revised September 13, 2004, a copy of which is attached to a deed recorded immediately prior hereto (herein the “Plat” or “Plats”).

WHEREAS, Declarant desires to subject Rock Castle Creek, which consists of Lots 1 – 14, T.M. 130 – 7J and Tract A (herein the “Lot” or “Lots”) shown on the Plats, to the covenants, conditions, restrictions, and easements set forth herein, each and all of which is and are for the benefit of the said property and the owners thereof.

NOW THEREFORE, Declarant hereby declares that the Lots shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, and easements, herein set forth, and any valid amendments hereto, which are being imposed to enhance and protect the value and desirability of Rock Castle Creek. The provisions set forth herein shall run

Prepared by: Richmond & Fishburne

with the land and shall be binding upon any and all parties who have or shall acquire any right, title and interest in all or part of the Lots.

ARTICLE I - DEFINITIONS

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

Section 1.01. "Declaration" shall mean and refer to the covenants, conditions, restrictions, and easements, and all other provisions set forth in this entire document, as the same may from time to time be amended or supplemented.

Section 1.02. "Declarant" shall mean and refer to Rock Castle Creek, LLC and any successor to or assignee of them as the developer.

Section 1.03. "Livestock" shall mean cattle, horses, llamas, sheep, goats and mules.

Section 1.04. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, including Declarant, of the fee simple title to any Lot including contract seller, but excluding those having such interest merely as security for the performance of an obligation. In the case where a Lot is held by one or more persons for life with the remainder to another or others, the term "Owner" shall mean and refer only to such life tenant or tenants until such time as the remainderman or remaindermen shall come into use, possession or enjoyment of such Lot.

ARTICLE II - DUTIES OF DECLARANT

Section 2.01. Duties. When Declarant no longer owns any Lots, the then Owners of the Lots shall become the "successors" to Declarant under this Declaration for all purposes including the enforcement of the provisions of this Declaration and granting of necessary and appropriate utility and drainage easements. The Owners may organize as they may determine to

effect these purposes. All of the “successors” decisions shall then be based upon a simple majority vote of the Owners.

ARTICLE III - USE RESTRICTIONS

Section 3.01. Restrictions on Certain Activities and Amenities.

- a. Trash or garbage must be kept in appropriate containers located in an area screened from public roads and adjacent residences.
- b. No exterior antennae of any kind or satellite dish three feet in diameter or greater may be erected.
- c. Discharging firearms within Rock Castle Creek is prohibited.
- d. Hunting within Rock Castle Creek is prohibited.
- e. Above ground swimming pools are prohibited within Rock Castle Creek.

Section 3.02. Building Restrictions.

- a. Foundations on all structures shall consist of brick, stone veneer, stucco, parged block, or formed concrete.
- b. Roofing materials on all structures shall consist of architectural fiberglass shingles, cedar shakes, or standing seam painted metal or copper.
- c. The colors of all structures and their roofs shall consist of muted earth tones so as to minimize the visual impact on the natural character of the Lots.
- d. Every single-story principal dwelling on any Lot shall have a minimum finished enclosed living area of 2,400 square feet. Any one and one-half story or two-story principal dwellings shall have a minimum finished enclosed living area of 2,800 square feet. The square footage requirements set forth herein are exclusive of garages, decks, porches, carports, basements and any unfinished spaces.

e. Only site-built structures are permitted. In no event shall manufactured homes, mobile homes, or modular homes be permitted on any Lot.

Section 3.03. Use Restrictions.

a. Only Lots 7, 8, 9, 10, T.M. 130-7J, and Tract A shown on the Plats may be further divided. No Lot shall be used as a roadway, right of way or easement for access to any property lying outside of the boundaries of Rock Castle Creek.

b. Except as set forth below, the Lots shall be used for residential purposes only. The following commercial and farming uses are permitted:

1. Home occupations may be conducted on the Lots with the following restrictions:

(i) Home occupations shall be conducted solely by resident occupants in their place of abode;

(ii) Not more than the equivalent area of one-quarter of the main dwelling on a Lot shall be used for such purpose;

(iii) No stock in trade shall be kept or products sold, except such as are made on the premises.

2. The keeping of Livestock for commercial purposes and not more than a total of ten (10) domestic fowls, such as chickens, turkeys, ducks and geese, is permitted on any Lot or combination of Lots under common ownership, totaling 100 acres or more. The keeping of Livestock for the use and enjoyment by a Lot Owner is permitted on a Lot, or combination of Lots under common ownership, that total ten acres or more. Equine centers for public or private use, commercial or non-commercial purposes, are permitted on any Lot or combination or Lots under common ownership totaling 50 acres or more. The keeping of horses is permitted on any

Lot or combination of Lots under common ownership totaling five acres or more. As to all Livestock kept in Rock Castle Creek, the Owners on whose Lots Livestock is kept shall maintain the Livestock and Lots in accordance with accepted farming practices and industry standards. The keeping of swine and, except as otherwise expressly permitted in this Subsection 3.03(b)(2), poultry is prohibited within Rock Castle Creek.

3. Domestic animals such as dogs, cats, pet birds and other customary household pets may be kept on each Lot for the pleasure and use of the occupants but not for any commercial use or purpose. Dogs must not become a nuisance to other residents within Rock Castle Creek by barking or other acts. Dogs for hunting purposes may not be kept on any of the Lots nor shall they be kept in pens.

ARTICLE IV - GENERAL RESTRICTIONS

This Article reserved for future use by Supplementary Declaration.

ARTICLE V - EASEMENTS

Section 5.01. Utility and Drainage Easements. Declarant reserves unto itself, its successors and assigns, a perpetual and alienable easement and right-of-way above and under ground within ten (10) feet of any side or rear Lot boundary line and within twenty (20) feet of any front Lot boundary line to construct, maintain, inspect, replace and repair electric and telephone poles, wires, cables, conduits, pipes, ditches, and other suitable equipment for the conveyance of water, telephone, electricity, cable television, communications and other utilities and public conveniences, and sewage, and for 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. The easements provided for in this Section shall include the right to cut any trees, brush, and shrubbery, to make any grading of the soil, and take other similar action reasonably

necessary to provide economical and safe utility installation and drainage facilities. The rights herein reserved may be exercised by the licensee of Declarant, but shall not be deemed to impose any obligation upon Declarant to provide and maintain or be responsible for the lapse or temporary interruption of any utility or drainage services. Any damage caused by an Owner, his agent, or any party with whom he has contracted, to facilities located within these easements shall also be promptly repaired by the responsible Owner.

Section 5.01. Sight Easement. A sight distance easement for the benefit of the public is hereby established on Lot 11 which is more particularly shown and described on the Plat attached hereto.

ARTICLE VI - GENERAL PROVISIONS

Section 6.01. Enforcement. Enforcement of the provisions of this Declaration shall be by proceedings at law or in equity against any person or persons violating or attempting to the covenant either to restrain violation or recover damages. Such action may be brought by Declarant, or its successors as developer, or the Owner of any Lot or Parcel.

Section 6.02. Severability. Invalidation of any one or more of the provisions of this Declaration by judgment, court order or otherwise, shall in no way affect any other provisions which shall remain in full force and effect.

Section 6.03. Amendments. This Declaration may be amended in whole or in part by a recorded instrument bearing the signatures of the Owners of record, including joint tenants and tenants in common, of not less than 75% of the Lots.

Section 6.04. Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty-five (35) years from the date hereof and thereafter shall be automatically renewed for successive periods of ten years, unless modified, amended or

rescinded as provided in Section 6.03.

Section 6.05. Deed of Trust Subordination. At the direction of the beneficiary, Citizens and Farmers Bank, as evidenced by its signature hereto, Larry G. Dillon or James H. Hudson, III, Trustees, either of whom may act, under that certain Credit Line Deed of Trust dated April 29, 2004 and recorded in the Clerk's Office, Circuit Court, County of Albemarle, Virginia, in Deed Book 2739, Page 734, joins in this instrument to subordinate the lien of said deed of trust, as supplemented, to these Covenants, Conditions and Restrictions

Section 6.06. Counterparts. This instrument may be executed in as many counterparts as may be required. All counterparts shall be deemed as original and shall collectively constitute a single instrument.

[Signature Page to Follow]

WITNESS the following signatures and seals.

ROCK CASTLE CREEK, LLC

By: [Signature] (SEAL)
Title: Manager

CITIZENS AND FARMERS BANK

By: [Signature] (SEAL)
Title: Senior V.P.

[Signature] (SEAL)
Sole Acting Trustee

STATE OF VIRGINIA, At Large
CITY OF CHARLOTTESVILLE, to-wit:

The foregoing instrument was acknowledged before me this 30th day of September
2004 by al Deura, manager of Rock Castle Creek, LLC.

My Commission expires: 9-30-08.

[Signature]
Notary Public

STATE OF VIRGINIA, At Large
CITY OF CHARLOTTESVILLE, to-wit:

The foregoing instrument was acknowledged before me this 30th day of September
2004 by Ronald Eoff, SR. V.P. of Citizens and Farmers Bank.

My Commission expires: 9-30-08.

[Signature]
Notary Public

STATE OF VIRGINIA, At Large
CITY OF CHARLOTTESVILLE, to-wit:

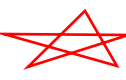
The foregoing instrument was acknowledged before me this 30th day of September
2004 by Larry H. Dillon, Sole Acting Trustee.

My Commission expires: 7-30-08.

Mallory B. Spencer
Notary Public

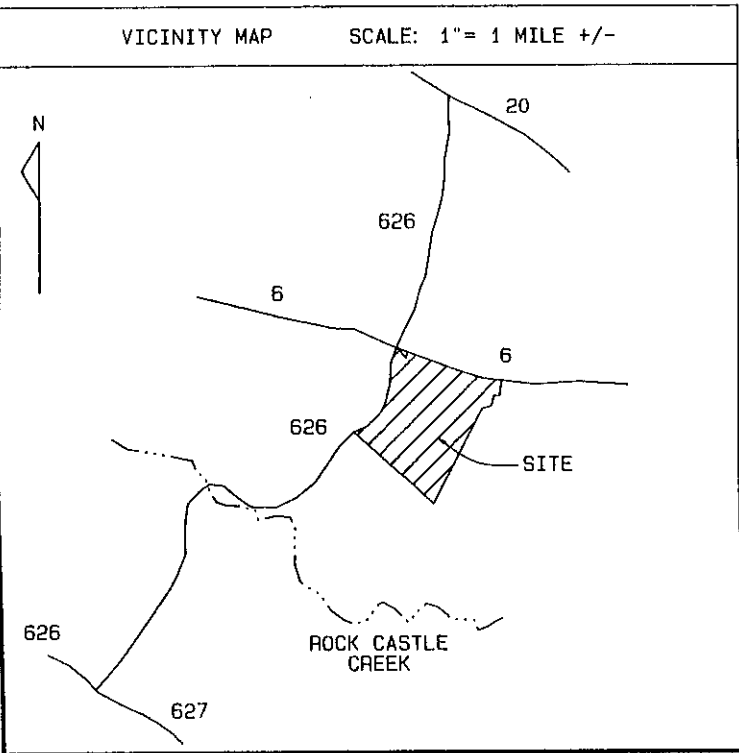
THE LAND USE NOTES SHOWN ON THIS PLAT ARE IMPOSED AT THE REQUEST OF THE DIRECTOR OF PLANNING. BY PLACING HIS/HER SIGNATURE ON THIS PLAT HE/SHE HAS DEEMED THAT THEY ARE CORRECT AND IN ACCORDANCE WITH THE ALBEMARLE COUNTY ZONING ORDINANCE IN EFFECT THIS DATE. THESE NOTES ARE NOT RESTRICTIVE COVENANTS RUNNING WITH THE LAND AND THEIR APPEARANCE ON THIS PLAT IS NOT INTENDED TO IMPOSE THEM AS SUCH. ANY REFERENCE TO FUTURE DEVELOPMENT RIGHTS SHOWN HEREON IS THEORETICAL.

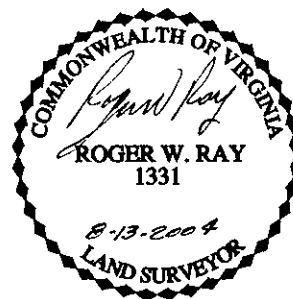
- A. PROPERTY ZONED RA.
- B. LOTS 1 THRU 6 MAY NOT BE FURTHER DIVIDED.
- C. LOT 7 MAY NOT BE FURTHER DIVIDED INTO LOTS OF LESS THAN 21 ACRES EACH.
- D. LOT 8 IS ASSIGNED TWO DEVELOPMENT RIGHTS, WHEN USED THEY MAY NOT TOTAL MORE THAN 17.23 ACRES.
- E. LOT 9 IS ASSIGNED TWO DEVELOPMENT RIGHTS, WHEN USED THEY MAY NOT TOTAL MORE THAN 10.00 ACRES.
- F. LOT 10 IS ASSIGNED ONE DEVELOPMENT RIGHT, WHEN USED IT MAY NOT TOTAL MORE THAN 3.77 ACRES.
- G. ACCORDING TO THE ALBEMARLE COUNTY YEAR 2000 DIGITAL ORTHOPHOTOGRAPHY, LOTS 1 THRU 10 EACH HAVE A MINIMUM OF 30,000 S.F. OF AREA WITH SLOPES LESS THAN 25%.
- H. THE STREAM BUFFERS SHOWN HEREON SHALL BE MANAGED IN ACCORDANCE WITH THE WATER PROTECTION ORDINANCE OF ALBEMARLE COUNTY.



NOTES:

- 1. OWNERS ADDRESS- 5631 COUNTRY HILLS LANE
GLEN ALLEN, VA 23059
- 2. LEGAL REFERENCE- D.B. 2739-729, 731 & 732 PLAT.
- 3. TOTAL ACREAGES BEFORE DIVISION=
T.M. 130-7 = 165.31 ACRES
T.M. 130-7K = 45.94 ACRES
TOTAL= 211.25 ACRES
- 4. THE BOUNDARY DATA SHOWN HEREON IS BASED ON A CURRENT FIELD SURVEY.
- 5. I.S. DENOTES IRON SET.
- 6. PROPERTY SUBJECT TO THE FOLLOWING:
 - A. 100' EASEMENT TO APPALACHIAN ELECTRIC & POWER CO. (D.B. 286-271).
 - B. EASEMENT TO APPALACHIAN ELECTRIC & POWER CO. (D.B. 239-101).
 - C. EASEMENT TO CENTRAL VIRGINIA POWER CO. (D.B. 193-266).





THE DIVISION OF LAND DESCRIBED HEREON IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNER, PROPRIETORS, AND TRUSTEES. ANY REFERENCE TO FUTURE POTENTIAL DEVELOPMENT IS TO BE DEEMED AS THEORETICAL ONLY. ALL STATEMENTS AFFIXED TO THIS PLAT ARE TRUE AND CORRECT TO BEST OF MY KNOWLEDGE.

Ch. W. Dahl, MGR.

FOR

Rock Castle Creek, LLC

CITY/COUNTY OF Charlottesville
STATE OF VA

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS
20 DAY OF September 2004 BY
Charles W. Dahl, Jr.

NOTARY PUBLIC Heaven Lacy
MY COMMISSION EXPIRES : 9-30-06

APPROVED FOR RECORDATION :

V. Wayne Calverley
DIRECTOR OF PLANNING

9/21/04
DATE

PLAT SHOWING
LOTS 1 THRU 10
ROCK CASTLE CREEK
A DIVISION OF THE ROCK CASTLE CREEK, LLC PROPERTY
ALSO BOUNDARY SURVEY OF T.M. 130-7J
THE PROPERTY OF ROCK CASTLE CREEK, LLC
LOCATED AT THE INTERSECTION OF STATE ROUTES 6 & 626
SCOTTSVILLE DISTRICT
ALBEMARLE COUNTY, VIRGINIA
SCALE: 1"= 300'

DATE: JULY 21, 2004
REVISED: AUG. 13, 2004

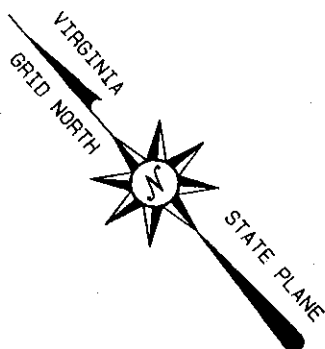
FOR
ROCK CASTLE CREEK, LLC

ROGER W. RAY & ASSOC., INC.
1717-1B ALLIED STREET
CHARLOTTESVILLE, VA 22903
TELEPHONE 434-293-3195

SHEET 1 OF 2 13124

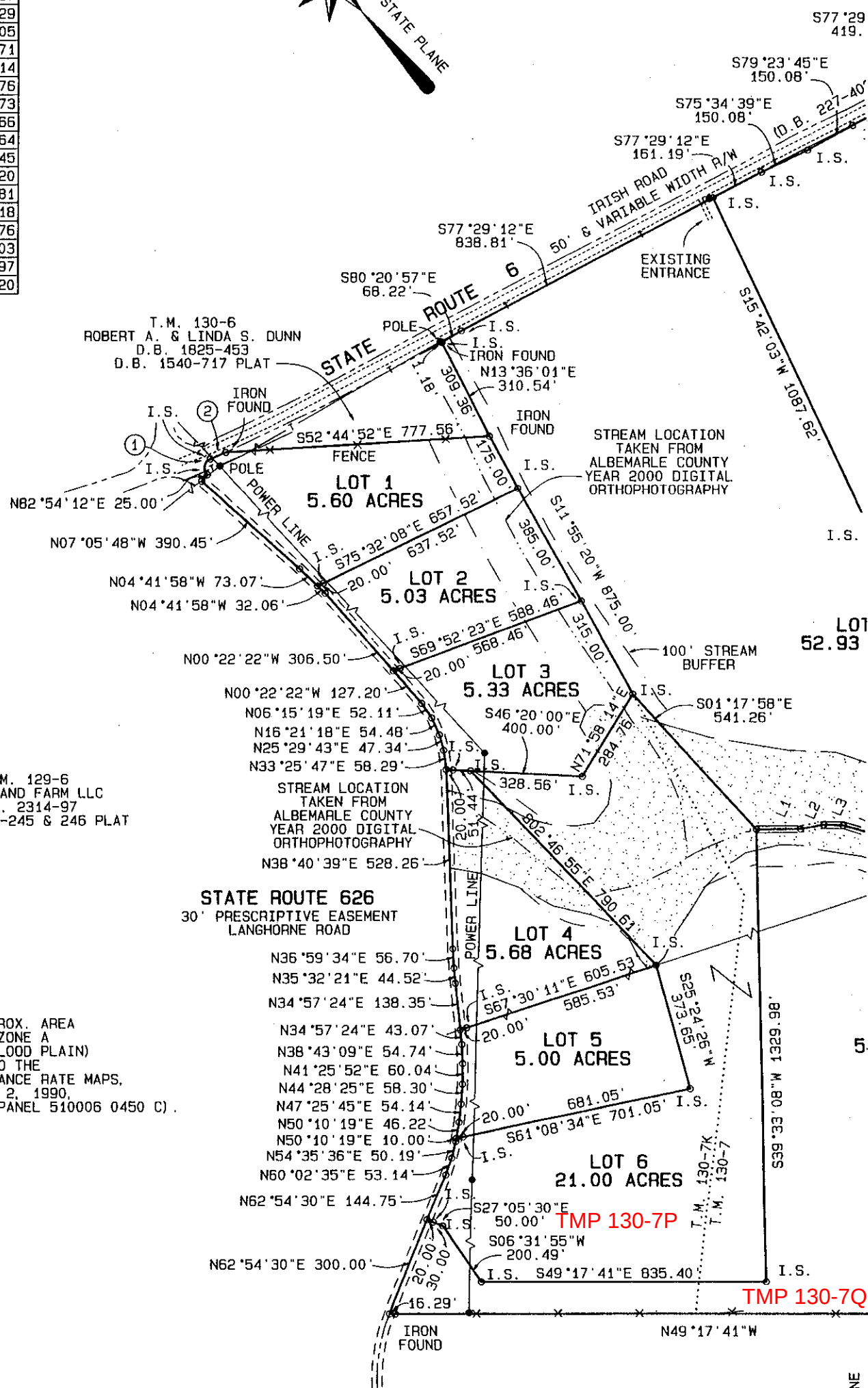
2849 2163

LINE	BEARING	DISTANCE
L1	S49°58'32"E	128.89
L2	S59°17'45"E	69.63
L3	S47°46'17"E	57.15
L4	S32°43'08"E	117.74
L5	S71°10'16"E	11.57
L6	S07°04'09"E	16.51
L7	S20°17'28"E	272.20
L8	S35°08'53"E	116.60
L9	S57°35'36"E	19.37
L10	S30°06'32"E	75.29
L11	S71°39'38"E	72.05
L12	S13°56'38"E	64.71
L13	S35°55'33"E	109.14
L14	S10°46'57"E	28.76
L15	S65°41'01"E	58.73
L16	S37°52'58"E	72.66
L17	S01°39'34"W	33.64
L18	S00°26'13"E	57.45
L19	S40°01'49"E	137.20
L20	S27°56'00"E	43.81
L21	S27°56'00"E	83.18
L22	S10°35'33"E	28.76
L23	S71°25'08"E	42.03
L24	S00°50'12"E	60.97
L25	S42°12'32"E	218.20



MATCH LINE

- ① A = 115°42'59"
R = 27.70'
L = 55.94'
T = 44.09'
C = 46.91'
CB = N50°45'28"E
- ② A = 0°58'49"
R = 2890.00'
L = 49.44'
T = 24.72'
C = 49.44'
CB = S71°52'56"E



DENOTES APPROX. AREA
LOCATED IN ZONE A
(100 YEAR FLOOD PLAIN)
ACCORDING TO THE
FLOOD INSURANCE RATE MAPS,
DATED APRIL 2, 1990,
(COMMUNITY PANEL 510006 0450 C).

TMP 130-7P

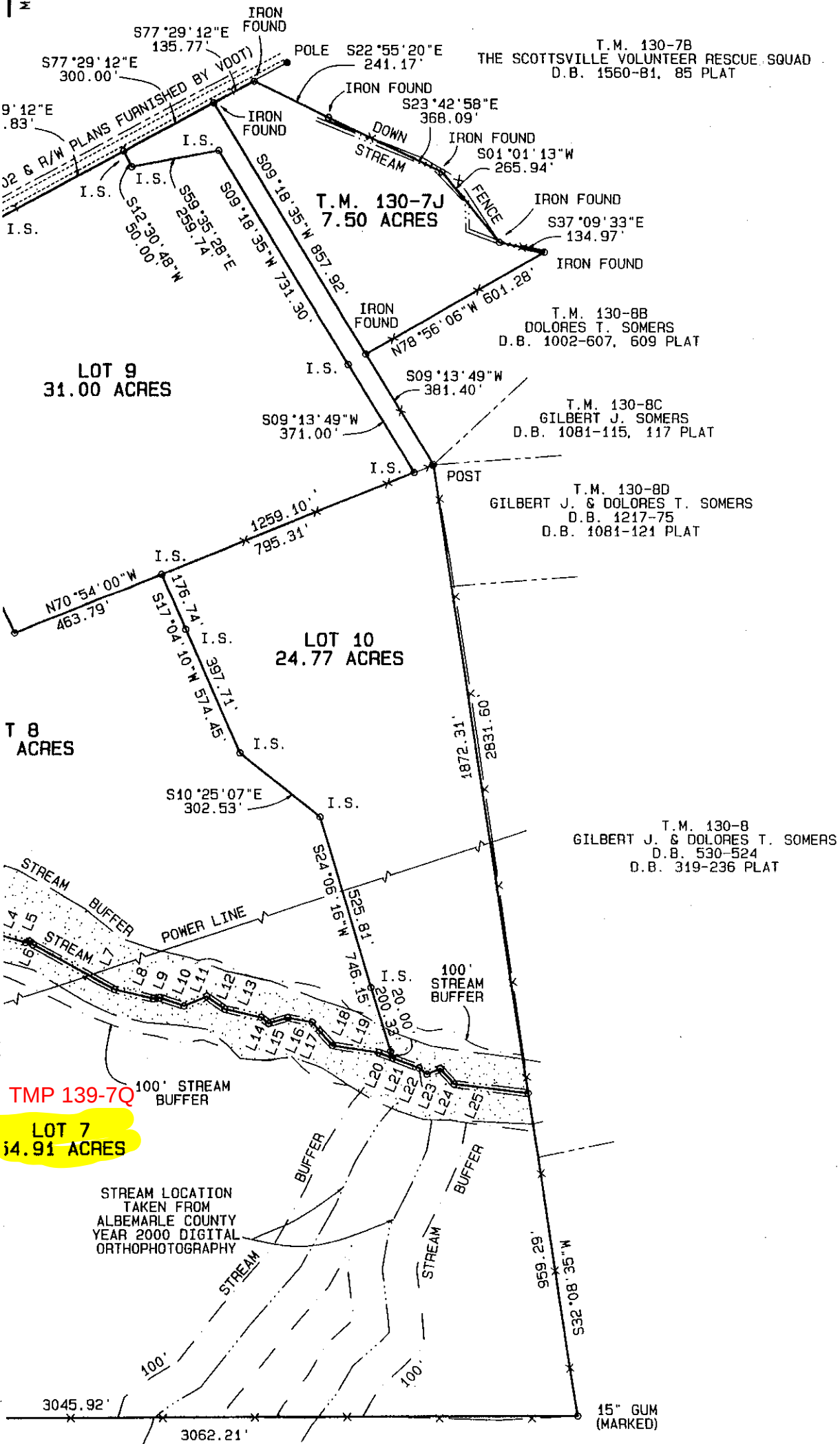
TMP 130-7Q

SCALE: 1" = 300' DATE: JULY 21, 2004
REVISED: AUG. 13, 2004

MATCH LINE

2849p104

MATCH LINE



MATCH LINE

9/21/04
WOF

RECORDED IN CLERKS OFFICE OF
ALBEMARLE ON
October 04, 2004 AT 11:55:23 AM
\$0.00 GRANTOR TAX PD
AS REQUIRED BY VA CODE § 58.1-802
STATE: \$0.00 LOCAL: \$0.00
ALBEMARLE COUNTY, VA
SHELBY MARSHALL CLERK CIRCUIT COURT
Karen L. Shifflett DC