

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
MILL CREEK**

THIS DECLARATION, made on the date hereinafter set forth by CRAIG BUILDERS OF ALBEMARLE, INC., a Virginia stock corporation, hereinafter referred to as "Declarant,"

WITNESSETH

WHEREAS, Declarant is the owner of certain property in the County of Albemarle, State of Virginia, which is more particularly described as:

Lots 1-39, Phase I, Mill Creek PUD, as shown on the attached Subdivision Plat thereof made by R. O. Snow, Inc., dated February 17, 1987.

AND WHEREAS, Declarant will convey the said properties, subject to certain protective covenants, conditions, restrictions, 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 easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property. These easements, covenants, restrictions and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to The Mill Creek Home Owners Association, Inc., 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.

Section 3. "Common Area" shall mean all real property owned by the Declarant or the Association for the common use and enjoyment of the members of the Association and shown on said subdivision plat as "Common Area" or as "Open Space."

Section 4. "Lot" shall mean and refer to any plot of with the exception of the Common Area.

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 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 7. "Declarant" shall mean and refer to Craig Builders of Albemarle, Inc., a Virginia stock corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of the development.

ARTICLE II
ANNEXATION OF ADDITIONAL PROPERTIES

The restrictions contained herein as well as all of the rules, regulations and controls herein provided shall be applied to such future land as may be platted by the Declarant, or its assigns, so long as said land is either a portion of the remaining properties originally conveyed to the Declarant by deed of Clifton J. Reynolds, Jr., et al., dated December 30, 1985, of record in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, in Deed Book 866, page 21, or is adjoining any of said property conveyed to Declarant, by the aforesaid deed, and the application of these restrictions to said adjoining land shall commence upon the platting of said adjoining lands as a part of this subdivision. Nothing contained herein, however, shall apply to the properties now, formerly, or hereafter owned by the Mill Creek Industrial Land Trust, the Mill Creek Commercial Land Trust nor the Mill Creek Multi-Family Land Trust.

ARTICLE III
MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by 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 any obligation. No owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

ARTICLE IV
VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all those Owners as defined in Article III with the exception of the Declarant. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article III. When more than one person holds such 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. The Class B member(s) shall be entitled to two (2) votes for each Lot in which it holds the interest required for membership by Article III, provided that the Class B membership shall cease and be converted to Class A membership on a section by section basis at such time that more than seventy-five percent (75%) of the Lots in that section have been sold by the Declarant to individual purchasers, provided that the Declarant shall retain his Class B membership as to other sections where less than seventy-five percent (75%) of the Lots have been sold to individual purchasers.

ARTICLE V
COMMON AREA PROPERTY RIGHTS

Section 1. Members' Easements of Enjoyment. Every member 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 the following provisions:

- (a) the right of the Association to limit the number of guests of members, if applicable;
- (b) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area, if the need arises;
- (c) the right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Area and facilities and in said thereof to mortgage said property, and the rights of such mortgagee in said properties shall be subordinate to the rights of the homeowners hereunder;
- (d) the right of the Association to suspend the voting rights and right to use of the recreational facilities by a member for any period during which any assessment against his Lot remains unpaid; and
- (e) 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 members entitled to cast two-thirds (2/3) of the votes of the Class B membership, if any, has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than 10 days nor more than 60 days in advance.

Section 2. Delegation of Use. Any member may delegate, in accordance with the Bylaws, 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.

Section 3. Title to the Common Area. The Declarant hereby covenants for itself, its heirs and assigns, that it will convey fee simple title to the Common Area to the Association, free and clear of all encumbrances and liens, prior to the conveyance of the first Lot.

Section 4. Easements. The Association by normal corporate action may convey and grant any easements in addition to those shown on recorded subdivision plats, so long as such easements do not cross any buildings on any Lot.

ARTICLE VI **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 any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided, and (3) assessments for correction of noncompliance with Article VII and Article VIII. The 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 prior liens upon the property as hereinafter provided. Each such assessment, together with such 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 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 for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Properties

and in particular for the improvement and maintenance of the Properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area.

The Association shall use such assessments and levies for the general purpose stated above, and in addition thereto shall be required to maintain and operate the following:

- (a) The Association shall maintain all Common Area.
- (b) The Association shall operate such recreational facilities as it deems fit and proper and make such extra charges as it deems proper for the use of these recreational facilities.
- (c) The Association shall further be in charge of the general policing and control of the entire subdivision, and can make any reasonable regulations for control of such and prevention of nuisances.
- (d) The Association shall maintain the necessary liability insurance for Common Areas and pay any and all taxes on the Common Area as levied by the appropriate jurisdictional agency.

Section 3. Basis and Maximum of Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Four Dollars (\$4.00) per month per improved Lot (improved by completed structure), and the assessment on unimproved Lots shall be One Dollar (\$1.00) per unimproved 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 up to ten percent (10%) per year effective January 1 of each year without a vote of the membership, by the Board of Directors of the Association, which Board may fix such annual increase up to the maximum of ten percent (10%) after due consideration of current maintenance costs and needs of the Association.

(b) Any increase requested by the Board of Directors in the usual monthly assessments above the annual ten percent (10%) increase must be approved by a two-thirds (2/3) vote of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. For this purpose a quorum shall be constituted by a majority of the total votes authorized.

Section 4. Special Assessments for Capital Improvements. 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 or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment must be approved by a three-quarter (3/4) vote of the total membership, Class A and B members, with Class B members casting two (2) votes per Lot and Class A members casting one (1) vote per Lot, and for this purpose a quorum shall be constituted by a majority of the total votes authorized. Said vote is to be taken in person or by proxy at a meeting duly called for this purpose, pursuant to the normal notice required for meetings as provided under the Bylaws of the Association or under Virginia state law, if none is so provided.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all improved and unimproved Lots and may be collected on a monthly basis.

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 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. Unless otherwise established by the Board of Directors, the annual assessments shall be due in twelve (12) equal installments on the first day of each month, 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 assessment dates. The Association shall upon demand 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 Board 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 Nonpayment of Assessments; Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the Assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the maximum interest rate provided by law, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. 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 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 individual Lots herein, in order to secure the payment of any of the assessments provided under this Declaration, but such lien shall be at all times subject and subordinate to any first or second mortgages or deed of trust placed on the property at any time. However, at such time as the Association places to record a notice of delinquency as to any particular Lot on a form prescribed by the Board of Directors, then, from time of recordation of said notice the lien of such delinquent assessments in the amount stated in such notice shall from that time become a lien prior to any first or second mortgages or deeds of trust placed of record subsequent to the date of said filing of notice in the same manner as the lien of a docketed judgment in the State of Virginia. The lien of the assessments provided for herein, whether or not notice has been placed of record as above provided, may be foreclosed by a Bill in Equity in the same manner as provided for the foreclosure of mortgages, vendor's liens, and liens of similar nature. A statement from the Association showing the balance due on any assessment shall be prima facie proof of the current assessment balance 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 dedicated to and accepted by a local public authority; (b) the Common Area; and (c) all properties 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 from said assessments.

ARTICLE VII

ARCHITECTURAL CONTROL

Section 1. Plans and Specifications Generally.

(a) No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration (including color) therein be made until the plans and specifications showing the nature, size, kind, shape, height, materials, colors and location of the same shall have been submitted to and approved in writing to harmony of external design and location in relation to surrounding structure and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board (the "Committee). In addition to the items hereinafter required to be shown on the said plans and specifications, and such items and details as may be required by the Board or the Committee,

all attachments to a dwelling (including storm windows and doors) shall be shown and described. In the event said Board or the Committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, such plans and specifications have been submitted to it, such plans and specifications shall be deemed to have been approved.

(b) Every building, fence, wall or other structure, including additions or alterations thereto, constructed by Craig Builders of Albemarle, Inc., Charlottesville, Virginia, shall be exempt from the provisions of Section 1, Article VIII hereof.

Section 2. Fences. No fence may be erected upon any Lot except behind a line describing the front margin of a dwelling unit, unless this restriction shall be waived by the Committee. The "front" shall be that side of a dwelling facing, or most nearly facing, a platted street, road or cul-de-sac.

Section 3. Trash Containers. Trash cans, barrels and containers must be maintained within screened bins. No plans and specifications will be approved without such screened bins.

Section 4. Antennas. No exterior or roof antennas of any kind or description may be erected or maintained on any Lot or dwelling house or other structure thereon.

Section 5. Maintenance of Trees. No living tree with a diameter greater than three inches upon any Lot or Common Area may be cut down without the prior express written permission of the Board or Committee. A landscape plan shall be submitted with the plans and specifications referred to above, such plan to show existing trees and shrubs and to clearly indicate those to be removed.

Section 6. Clothes Lines. The location of all clothes lines must be shown upon the plans and specifications submitted to the Board. No plans and specifications shall be approved which show the location of any clothes line other than in the rear of a dwelling house.

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) No Owner shall occupy or use his Lot, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the Owner and the Owner's family or the Owner's Lessees or guests.

(b) There shall be no obstruction of the Common Area. Nothing shall be stored in the Common Area without the prior consent of the Association.

(c) 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 any thing 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. No waste will be permitted in the Common Area.

(d) No sign of any kind (including "For Sale" signs) shall be displayed to the public view on or from any Lot or the Common Area, except those used by Craig Builders of Albemarle, Inc. for construction and model home directions.

(e) No animals, livestock or poultry of any kind shall be raised, bred, or kept in any Lot or in the Common Area, except that dogs, cats or other domesticated household pets may be kept on Lots, subject

to rules and regulations adopted by the Association. No household pet shall be permitted off the Lot occupied by such pets' Owner except on a leash.

(f) No noxious or offensive activity shall be carried on in any Lot or in the Common Area, nor shall anything be done therein which may be or become an annoyance or nuisance to any other owner.

(g) Nothing shall be altered or constructed in or removed from the Common Area, except upon the written consent of the Association.

(h) There shall be no violation of rules for the use of the Common Area adopted by the Association.

(i) No unlicensed vehicles of any kind or description (including boats, automobiles, trucks, recreational vehicles, etc.) shall be kept or maintained or stored on any platted street or cul-de-sac or on any Lot 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 three (3).

(j) All toys, bicycles, yard and garden implements, tools and the like shall be kept and stored out of sight from platted streets and cul-de-sacs from sunset to sunrise each day.

(k) No trucks larger than 3/4 ton pickup trucks shall be principally garaged or kept on any street within Mill Creek, or upon any Lot or within any Common Area.

(l) All woodpiles shall be either uncovered or covered with tarpaulins of dark (green or black) color, and shall be properly secured.

(m) Every Owner shall be responsible for maintaining a good exterior appearance of his or her Lot and improvements thereto including, but not limited to, exterior painting and staining, and reasonable maintenance of lawn and property.

Section 2. Charges and Liens for Compliance Herewith.

In the event that any Owner shall violate any one or more of the Use Restrictions set forth in Section 1 of this Article VIII, or in the event such Owner shall have been notified by the Association or its agents, employees, or attorneys (in writing sent by registered or certified mail to the Owner's residence address) of such violation, and in the event such violation is not stopped, halted or corrected (as set forth in such written notification) and continues, then, without further notice, the Association may cause such violation to be stopped, halted or corrected, without liability for so doing, and may cause any and all costs incurred (including attorneys' fees) in connection therewith to be charged as an assessment to such Owner. Such assessments may be collected 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 by law or in equity) 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 **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 way affect any other provisions which shall remain in full force and effect.

Section 3. Easements. Declarant hereby reserves for itself, its successors and assigns, (a) a ten foot (10') easement along each side of every property line of every Lot, such easement for electric, cable television, telephone, water and other utilities; and (b) the right to grant easements for any lawful purpose over and across each and every Lot, so long as the course of such easement does not cross any buildings on any such Lot, such grant(s) to be in writing and recorded in the Clerk's Office of the Circuit Court of Albemarle County, Virginia.

Section 4. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, 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-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty-five (25) year period by an instrument signed by not less than two-thirds (2/3) of the Lot Owners. Any amendment must be properly recorded.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand and seal this ____ day of _____, 19__.
CRAIG BUILDERS OF ALBEMARLE, INC. By: _____, President.

COMMONWEALTH OF VIRGINIA CITY/COUNTY OF _____, to-wit:
The foregoing was acknowledged before me this ____ day of _____, 19__, by _____, President of Craig Builders of Albemarle, Inc. My commission expires: _____, Notary Public.

**AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
MILL CREEK**

THIS DECLARATION, made on the date hereinafter set forth by CRAIG BUILDERS OF ALBEMARLE, INC., a Virginia stock corporation, hereinafter referred to as "Declarant,"
WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Albemarle, State of Virginia, which is more particularly described as:

lots 1-39, Phase I, Mill Creek PUD, as shown on a subdivision plat thereof made by R. O. Snow, Inc., date February 17, 1987, of record in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, in Deed Book 924, pages 466 through 473.

AND WHEREAS, Declarant will convey the said properties, subject to certain protective covenants, conditions restrictions, 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 easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property. These easements, covenants, restrictions and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, the title or interest in the declared properties or any part thereof, and shall inure to the benefit of each owner thereof.

**ARTICLE I
RE-IMPOSITION OF COVENANTS**

1. The covenants, conditions, restrictions and easements, rules, regulations and controls imposed by the Declaration of Covenants, Conditions, Restrictions and Easements, Mill Creek (which is of record in the Clerk's Office aforesaid in Deed Book 924, page 452) are hereby confirmed.

**ARTICLE II
MAINTENANCE OF PEDESTRIAN PATHWAYS AND OFF-STREET PARKING SPACES**

1. The Homeowner Association shall be responsible for the maintenance of all asphalt pedestrian pathways, including all sections within public road right of ways, common open space and on individual lots.

2. Each homeowner shall be responsible for maintaining permanently a minimum of two (2) off-street parking spaces.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand and seal this _____ day of _____. CRAIG BUILDERS OF ALBEMARLE, INC.

By: _____, President

COMMONWEALTH OF VIRGINIA, CITY OF CHARLOTTESVILLE, to-wit:

The foregoing was acknowledged before me this _____ day of , 199 , by S. Daly Craig, President of Craig Builders of Albemarle, Inc. My commission expires: _____, Notary Public.

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
MILL CREEK
PHASE-ONE, SECTION TWO
(Lots 40 - 85)**

THIS DECLARATION, made on the date hereinafter set forth by GEORGE HARRISON GILLIAM, trustee for the Reynovia Land Trust under trust agreement dated March 15, 1987, hereinafter referred to as "Declarant,"

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the county of Albemarle, State of Virginia, which is more particularly described as Lots 40 - 85, Phase Two, Mill Creek PUD, as shown on the attached Subdivision Plat thereof made by R.O. Snow, Inc., dated July 23, 1987.

AND WHEREAS, Declarant will convey the said properties subject to certain protective covenants, conditions, restrictions, 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 easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property. These easements, covenants, restrictions and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the declared properties or any part thereof, and shall inure to the benefit of each owner thereof.

**ARTICLE I
RE-IMPOSITION OF COVENANTS**

1. The covenants, conditions, restriction and easements, rules, regulations and controls imposed by the Declaration of Covenants, Conditions, Restrictions and Easements, Mill Creek, Phase One (which is of record in the Clerk's Office aforesaid in Deed Book 924, Page 425 as Amended by instrument in Deed Book 934, Page 32) are hereby imposed upon Phase Two, Mill Creek, and all of said covenants, conditions, restrictions and easements, rules, regulations and controls are to be applied to Phase Two as and to the same extent as if set forth herein.

**ARTICLE II
RESERVATION FOR WALKWAYS**

The Declarant hereby specifically reserves the right, over and across Lots 58, 59, and 60 and any area designated on the Plat as "Open Space," to construct and maintain one or more walkways. The Declarant further reserves the right to maintain, repair and replace such walkways. The Declarant may assign said reserved right, or any portion thereof, to any other person.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand and seal this 10th day of August, 1987. George Harrison Gilliam, Trustee for the Reynovia Land Trust under agreement dated March 15, 1987

COMMONWEALTH OF VIRGINIA, CITY OF CHARLOTTESVILLE

The foregoing was acknowledged before me this ____ day of _____, by George Harrison Gilliam, Trustee for the Reynovia Land Trust under agreement dated March 15, 1987.

My commission expires: _____, Notary Public.

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
MILL CREEK
PHASE ONE, SECTION THREE
(Lots 86-152)**

THIS DECLARATION, made on the date hereinafter set forth by GEORGE HARRISON GILLIAM, Trustee for the Reynovia Land Trust under trust agreement dated March 15, 1987, hereinafter referred to as "Declarant,"

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Albemarle, Virginia, which is more particularly described as:

Lots 86-152, Phase One, Section Three, Mill Creek P.U.D., as shown on the attached Subdivision Plat thereof made by R. O. Snow, Inc., dated May 18, 1988.

AND, WHEREAS, Declarant will convey the said properties subject to certain protective covenants, conditions, restrictions, reservations, liens and charges an 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 easements, restrictions, covenants and conditions, al of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property. These easements, covenants, restrictions and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the declared properties or any part thereof, and shall inure to the benefit of each owner thereof.

**ARTICLE I
RE-IMPOSITION OF COVENANTS**

1. The covenants, conditions, restrictions and easements, rules, regulations and controls imposed by the Declaration of Covenants, Conditions, Restrictions and Easements, Mill Creek, Phase One (which is of record in the Clerk's Office of the Circuit Court of Albemarle County, Virginia in Deed Book 924, page 425 as Amended by instruments in Deed Book 934, page 32 and Deed Book 955, page 11) are hereby imposed upon Phase One, Section Three, Mill Creek, and all of said covenants, conditions, restrictions and easements, rules, regulations and controls are to be applied to Section Three as and to the same extent as if set forth herein.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand and seal this 8th day of July, 1988. REYNOVIA AND TRUST By: George Harrison Gilliam, Trustee

COMMONWEALTH OF VIRGINIA, CITY/ COUNTY OF _____, to-wit:
The foregoing instrument was acknowledged before me this _____ day of _____, 19__ by George Harrison Gilliam, Trustee for the Reynovia Land Trust u/a dated March 15, 1985.
My commission expires: _____, Notary Public

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
MILL CREEK
PHASE ONE, SECTION FOUR
(Lots 153-219)**

THIS DECLARATION, made on the date hereinafter set forth by GEORGE HARRISON GILLIAM, Trustee for the Reynovia Land Trust under trust agreement dated March 15, 1987, hereinafter referred to as "Declarant,"

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Albemarle, Virginia, which is more particularly described as: Lots 153-219, Phase One, Section Four, Mill Creek P.U.D., as shown on the attached Subdivision Plat thereof made by R.W. Ray, R.O. Snow & Assoc., Inc., dated February 22, 1989.

AND, WHEREAS, Declarant will convey the said properties subject to certain protective covenants, conditions, restrictions, 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 easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property. These easements, covenants, restrictions and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the declared properties or any part thereof, and shall inure to the benefit of each owner thereof.

**ARTICLE I
RE-IMPOSITION OF COVENANTS**

1. The covenants, conditions, restrictions and easements, rules, regulations and controls imposed by the Declaration of Covenants, Conditions, Restrictions and Easements, Mill Creek, Phase One (which is of record in the Clerk's Office of the Circuit Court of Albemarle County, Virginia in Deed Book 924, page 425 as Amended by instruments in Deed Book 934, page 320 and supplemented in Deed Book 955, page 11, Deed Book 1005, page 114 and Deed Book 1010, page 31) are hereby imposed upon Phase One, Section Four, Mill Creek, and all of said covenants, conditions, restrictions and easements, rules, regulations and controls are to be applied to Section Four as and to the same extent as if set forth herein.

**ARTICLE II
OPEN SPACE**

1. All of the area designated on Sheet 9 of 10 of the attached plat as "Residue of Parcel 36B Tax Map 90 To Be Dedicated As Open Space At A Later Date" is to be conveyed to the Mill Creek Homeowners Association. The Declarant covenants and agrees that said open space shall be released from the lien of a certain Deed of Trust of record as aforesaid in Deed Book 866, page 27, on or before three years from the date hereof, or upon the granting by the County of Albemarle, Virginia of the last Certificate of Occupancy on a single family residence in Phase I, Section 4, Mill Creek, whichever first occurs.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand and seal this 6th day of April, 1989. REYNOVIA LAND TRUST By: George Harrison Gilliam, Trustee
COMMONWEALTH OF VIRGINIA, CITY OF CHARLOTTESVILLE, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 19____ by George Harrison Gilliam, Trustee for the Reynovia Land Trust u/a dated March 15, 1985.

My commission expires: _____, Notary Public.