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# LOCHLYN HILL

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**NEIGHBORHOOD ASSOCIATION**  
COMMUNITY HANDBOOK



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# **LOCHLYN HILL**

## DECLARATION OF COVENANTS AND RESTRICTIONS

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TMP# 061A0-00-00-00200, 061A0-01-00-034A0, 061A0-01-00-034B0

LOCHLYN HILL  
DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS ( the  
“Declaration”) is made this \_\_\_ day of \_\_\_\_\_, 2014, by and between LOCHLYN HILL  
DEVELOPMENT GROUP, LLC, a Virginia limited liability company, (hereinafter referred to as the  
“Declarant”), and LOCHLYN HILL NEIGHBORHOOD ASSOCIATION, INC., a Virginia non-stock  
corporation formed pursuant to the Virginia Property Owners Association Act, its successors and  
assigns (the “Association”).

WITNESSETH:

WHEREAS, Declarant is the Owner of certain real property (the “Property”) described in Article II of this Declaration and as shown on the subdivision plat (the “Plat or the “Subdivision Plat”) prepared by Kirk Hughes & Associates entitled “Lochlyn Hill Phases 1A and 1B,” dated September 4, 2013 and last revised March 26, 2014, attached hereto as Exhibit A, and recorded herewith among the land records of Albemarle County, Virginia;

WHEREAS, Declarant desires to create thereon a planned community, consisting of residential and recreational facilities on the Property, known as Lochlyn Hill; and

WHEREAS, the Declarant and the Association desire to provide for the preservation of values and for the maintenance of facilities and services and for the administration and enforcement of covenants and restrictions; and

WHEREAS, Declarant has caused the Association to be incorporated for the purpose of exercising functions which are hereinafter more fully set forth; and

WHEREAS, the private access easements shown on the Subdivision Plat will be new non-exclusive ingress and egress easements (hereinafter, the "Private Alleys") for the use and benefit of all lots shown on the Plat.

NOW, THEREFORE, Declarant, for and in consideration of the premises and the covenants contained herein, hereby declares that the Property, and such additions thereto as may hereinafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to these covenants and restrictions, easements, charges, assessments, affirmative obligations and liens, all as hereinafter set forth, which are for the purpose of protecting the value and desirability of, and shall run with, the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their respective successors and assigns, and shall insure to the benefit of each owner thereof.

#### ARTICLE I DEFINITIONS

The following words and terms when used in this Declaration or any supplemental Declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

"Assessments" shall mean and refer to the charges, fees and liens for assessments authorized under this Declaration and imposed by the Association, including Regular, Special, Initial Capital and Limited Specific Assessments as defined in Article V.

"Association" shall mean and refer to Lochlyn Hill Neighborhood Association, Inc., a Virginia non-stock corporation, its successors and assigns.

“Lochlyn Hill” shall mean and refer to all real property which is subject to this Declaration, whether initially by means of this Declaration or by means of a Supplemental Declaration.

“Common Areas” shall mean and refer to the Private Alleys and those tracts of land with improvements thereon which are owned by Declarant or the Association and designated in a deed between Declarant and the Association as “Common Areas” or “Open Space.” The term shall also include any real property and improvements in which the Association has a leasehold interest, license or other interest therein, or over which the Association has an easement for ingress, egress or maintenance, including (without limitation) bicycle riding trails, jogging trails, pedestrian easements, private alleys, walking trails, primitive trails, drainage easements, storm sewer easements and stormwater management easements and facilities. The term shall also include Postal Centers constructed by Declarant in accordance with Article X, Section 7 below. The term shall also include any personal property owned or leased by the Association if so designated by the Association. All Common Areas are to be devoted to the common use and enjoyment of the Members of the Association, their family members and guests and visiting members of the general public (to the extent permitted by duly recorded instruments or by the Association’s Board of Directors), subject to the fee schedules and rules and regulations adopted by the Association. Common Areas shall also specifically include, without limitation, the easements for stormwater and access presently held by Declarant over adjacent lands identified as Tax Map and Parcel 48A-39 at such time as said easements or underlying lands may be conveyed to the Association pursuant to Article IV, Section 2 hereof.

“Declarant” shall mean and refer to Lochlyn Hill Development Group LLC, and its successors and assigns.

“Declaration” shall mean or refer to the terms, covenants, restrictions and obligations contained in this Declaration of Covenants and Restrictions of Lochlyn Hill.

“Lot” or “Lots” shall mean and refer to one or more Residential Lots, Townhouse Lots, or Multifamily Lots, unless the context clearly limits such term to only one or the other type of lot, which is part of the Property and made subject to this Declaration.

"Member" shall mean or refer to all Owners who are Members of the Association as defined in Article III.

“Multifamily Lot” shall mean and refer to those tracts of land or Lots, or any portion thereof, with improvements thereon, which are subject to this Declaration and have been designated for multifamily residential uses, including apartments and condominiums.

“Multifamily Unit” shall mean and refer to a residential unit located within a building on a Multifamily Lot subject to the Declaration.

"Owner" shall mean or refer to the owner of a Lot, as shown by the real estate records of the Clerk's Office of the Circuit Court for the locality in which the Lot is located, whether said Owner is one or more persons, firms, associations, corporations or other legal entities, but shall not mean or refer to the mortgagee or holder of a deed of trust, its successors or assigns, unless and pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; never shall the term "Owner" mean or refer to any lessee or tenant of an Owner. In the event that there is recorded in the office of the Clerk of the Circuit Court of the applicable locality a long term contract of sale conveying any land within the Properties, the Owner of such land shall be the purchaser under said contract and not the fee simple title

holder. A long term contract of sale shall be one where the purchaser is required to make payments for the land for a period extending beyond nine months from the date of the contract and where the purchaser does not receive title to the land until all such payments are made, but the purchaser is given possession of the land.

“Phase” shall mean or refer to a portion or portions of the Properties encompassing one or more blocks of Lots as designated on the Subdivision Plat by which such blocks of Lots are subjected to the terms of this Declaration.

“Plat” or “Subdivision Plat” shall mean or refer to the plat prepared by Kirk Hughes & Associates entitled “Lochlyn Hill Phases 1A and 1B,” dated September 4, 2013 and last revised March 26, 2014, attached hereto as Exhibit A, and recorded herewith among the land records of Albemarle County, Virginia.

“Postal Center” shall mean or refer to one or more centralized postal facilities for use of residents of Residential or Townhouse Lots and located within a Common Area.

“Private Alleys” shall mean or refer to those areas designated as such on the Plat and such other alleys, public access easements, or such other roads, lanes, courts, drives, avenues, or similar designations, and which are not dedicated to, accepted by or maintained by the locality or Virginia Department of Transportation.

"Properties" or "Property" shall mean or refer to the Property as defined in the recitals above in addition to all that certain real property described in Article II of this Declaration, and additions thereto, as are subjected to this Declaration or any Supplementary Declaration pursuant to the provisions of Article II.



"Residential Lot" shall mean or refer to any plot of land designated for single family residential use and numerically designated and shown or described on the Plat or any other recorded plat of the property, or any portion of the property, which is subject to this Declaration, including but not limited to each of the Lots 1 through 14 and Lots 21-26 on the Plat.

"Roads" shall mean or refer to those areas designated on plats as Lochlyn Hill Drive, and such other roads, lanes, courts, drives, avenues, or similar designations, which are roads publicly dedicated to and which are, or are intended to be, accepted by locality or the Virginia Department of Transportation.

"Supplemental Declaration" shall mean and refer to any supplemental declaration of covenants and restrictions which may be recorded by Declarant which extends the provisions of this Declaration to additional real property; or which imposes additional, modified, supplemental or complimentary provisions, covenants, restrictions or conditions upon the Properties or any portion of the Properties.

"Townhouse Lot" shall mean and refer to those tracts of land or Lots, or any portion thereof, which are subject to this Declaration and have been designated for townhouse units, including but not limited to each of the parcels of land shown as Phase 1B, Lots 22 through 26 on the Plat.

"Voting Member" shall mean or refer to the Owner entitled to vote on Association matters.

## ARTICLE II PROPERTY

Section 1. *Existing Property.* The Properties which are subject to these covenants and restrictions are described as follows: All those certain tracts or parcel of land

situated, lying and being in Albemarle County, Virginia, which are more particularly described in Exhibit "A" attached hereto and by specific reference made a part hereof.

Section 2. *Additions to Existing Property.* Additional land may become subject to this Declaration in the following manner:

(a) Declarant, its affiliates, successors and assigns, shall have the right, without further consent of the Association or any Owner, to bring within the plan and operation of this Declaration additional property whether in the County of Albemarle or the City of Charlottesville. Such additions of property may be subject to this Declaration as one parcel or as several smaller parcels at different times. The additions of such property authorized under this paragraph will increase the number of Lots and, therefore, may alter the relative maximum potential voting strength of the various types of membership of the Association.

(b) The addition authorized under this Declaration shall be made by recording one or more Supplemental Declarations in the appropriate locality with respect to the additional property which shall extend the operation and effect of this Declaration to such additional property. The Supplemental Declaration may contain such complementary additions and/or modifications of the covenants and restrictions contained in this Declaration as may be necessary or convenient, in the sole judgment of Declarant, to reflect the different character, if any, of the added properties and as are not inconsistent with this Declaration, but such modification shall have no effect upon the properties described in Section 1 of this Article II, or upon any other additions to the Properties.

(c) Additional lands which become subject to this Declaration under the provisions of this Article II may in the future be referred to as a part of Lochlyn Hill.

ARTICLE III  
MEMBERSHIP

Section 1. *Members.* The following individuals/entities shall be Members of the Association: (1) Declarant; (2) any creditor who acquired title to the Properties or any portion thereof pursuant to foreclosure or any other proceeding or deed in lieu of foreclosure; and (3) each Owner.

Section 2. *Voting Rights.* The Association shall have the following types of regular Voting Members.

(a) Type "A" Voting Members shall be all Owners of Residential Lots and Townhouse Lots, with the exception of Declarant. Type "A" Voting Members shall be entitled to one (1) vote for each Residential Lot or Townhouse Lot in which they hold the interest required for membership.

(b) Type "B" Voting Members shall be all Owners of Multifamily Lots, with the exception of Declarant. Type "B" Voting Members shall be entitled to such votes as may be allocated to the Owners of Multifamily Lots pursuant to the Supplemental Declaration subjecting the Multifamily Lots to the terms of this Declaration.

(c) Type "C" Voting Member shall be Declarant, its successors or assigns. The Class "C" Voting Member shall be entitled to five (5) votes for each Residential Lot or Townhouse Lot in which it holds the interest required for membership, and five (5) times as many votes as may be allocated to Type "B" Members, as Owners of Multifamily Lots pursuant to the Supplemental Declaration(s) subjecting Multifamily Lots to the terms of this Declaration.

Section 3. *Voting By Joint Owners.* When any property entitling the Owner to membership as a Type "A," or a Type "B" Voting Member of the Association is owned of record in the name of two or more persons or entities, whether fiduciaries, joint tenants,

tenants in common, tenants in partnership, or any other manner of joint or common ownership, or if two or more persons or entities have the same fiduciary relationship respecting the same property, then unless the instrument or order appointing them or creating the tenancy otherwise directs and it or a copy thereof is filed with the Secretary of the Association their acts with respect to voting shall have the following effect:

(a) If only one (1) Owner votes, in person or by proxy, his act shall bind all;

(b) If more than one (1) Owner votes, in person or by proxy, the act of the majority so voting shall bind all;

(c) If more than one (1) Owner votes, in person or by proxy, but the vote is evenly split on any particular matter, each fraction shall be entitled to its proportionate share of the vote or votes.

(d) If the instrument or order filed with the Secretary of the Association shows that any such tenancy is held in unequal interest, a majority or even split under subparagraphs (b) and (c) immediately above shall be a majority or even split in interest in the property to which the vote is attributable.

Section 4. *Board of Directors.* The Association shall be governed by a Board of Directors consisting of no fewer than three (3) and no more than seven (7) persons, as provided in the Association's bylaws, provided, however, that as the number of Directors expands it may not again contract except by an Owner approved amendment to the Association's Articles of Incorporation. The term of such directors, which shall be staggered two-year terms, is to be determined in accordance with the provisions of the Articles of Incorporation of the Association. For so long as Declarant owns any Lot or portion of the

Properties, or until it relinquishes the right, at least one (1) of the Association's directors shall be appointed by Declarant. The initial Board of Directors shall be appointed by the Declarant.

Section 5. *Election of the Board of Directors.* Each Voting Member of Type "A," Type "B" and Type "C" membership shall be entitled to as many votes as provided in Section 2 of this Article. Each Voting Member may cast the total number of votes to which he is entitled for each vacancy to be filled. Cumulative voting shall not be allowed.

Section 6. *Quorum Required for any Action Authorized at Regular or Special Meetings of the Association; Notice, Proxies and Ballots by Mail.* The quorum required for any action which is subject to a vote of the Voting Members at an open meeting of the Association shall be as follows:

(a) The first time a meeting is called for any purpose, the presence at the meeting of Voting Members or proxies entitled to cast fifteen percent (15%) of the total vote shall constitute a quorum.

(b) If the required quorum is not present as set forth in paragraph (a) above, another meeting or meetings may be called and the required quorum at a subsequent meeting or meetings shall be one-half ( $\frac{1}{2}$ ) of the required quorum at the preceding meeting.

(c) All meetings shall require proper notice which shall be deemed to be given when each Voting Member is given not less than fifteen (15) days notice prior to the proposed date of the meeting. Any subsequent meeting scheduled pursuant to subsection (b) above shall only require that notice be given at the duly noticed preceding meeting of the subsequent meeting time, and shall not require notice as required for an initial meeting.

(d) All Voting Members may vote and transact business at any meeting of the Association by proxy authorized in writing.

(e) When approved by the Board of Directors, there shall be sent with notices of regular or special meetings of the Association a statement of certain motions to be introduced for a vote of the Members and a ballot on which each Member may vote “for” or “against” such motion. Each ballot which is presented at such meeting shall be counted in determining the presence of a quorum; provided, however, such ballots shall not be counted to determine the presence of a quorum with respect to votes to be cast on motions not appearing on such ballot; and, provided further, that no such ballot shall be counted if the Member casting such ballot is present in person and will cast a vote at such meeting.

ARTICLE IV  
PROPERTY RIGHTS IN THE COMMON AREAS

Section 1. *Members' Easements in Common Areas.* Subject to the provisions of this Declaration, any Supplemental Declaration, and the rules and regulations of the Association, every Member, and every resident family member, tenant, guest or invitee of such Member, shall have a right and easement for enjoyment in and to the Common Areas. The Common Areas shall be maintained and preserved at all times for the Members’ benefit, use and enjoyment including, without limitation, walking, jogging and bicycling, and stormwater management, and for such other uses as may be approved from time to time by Declarant or the Association, all of which uses shall be subject to any easements existing as of the date of this Declaration or hereafter granted pursuant to the terms and provisions of this Declaration and to any rules and regulations adopted by Declarant or by the Association. Any Common Area which has not been improved for a particular use is intended to remain in its natural condition until so improved, and any use thereof by an Owner shall not damage or disturb such natural condition or the enjoyment thereof by other Owners. All such easements shall be appurtenant to and shall pass with the title of every Lot.

Section 2. *Title to Common Areas.* Declarant covenants for itself, its successors and assigns, that it currently owns the Common Areas and, at its sole discretion and cost, will convey some of the Common Areas to the Association. Declarant reserves the right, at its sole discretion, to convey some of the Common Areas to other entities, including the County of Albemarle, City of Charlottesville and charitable or non-profit foundations. The Association shall not refuse the conveyance of any Common Areas at such time as Declarant determines, in its sole discretion, that it is advisable to convey such property to the Association. Upon conveyance to the Association, the Association shall become immediately responsible for maintenance and operation of such Common Areas, and for the construction thereon of such improvements as may be authorized by the Association's Board of Directors.

Section 3. *Maintenance of Common Areas.*

(a) Declarant shall perform all required maintenance on all Common Areas until the same have been conveyed to the Association or other entities, chosen at the sole discretion of Declarant. Upon conveyance by Declarant to the Association of any Common Area, the Association shall immediately become responsible for all required maintenance and operation of such Common Areas, and for such additional construction of improvements thereon (including, without limitation, the signs, lighting, benches, trash cans, play equipment, shelters and fencing) as may be duly authorized by the Association's Board of Directors. Notwithstanding the foregoing, in the event that any such need for maintenance or repair is caused by the willful or negligent act of any Owner, or such Owner's family, tenant, guests, invitees, contractors, subcontractors or agents, the cost of such maintenance or repairs shall be added to and become a part of the Assessment to which said Lot is subject pursuant to the provisions of Article V.

(b) Notwithstanding anything in the foregoing to the contrary, after the Common Areas have been conveyed to the Association, Declarant reserves unto itself, its successors and assigns (including the Association), and its agents, the right to enter upon any Common Area for the purpose of exercising any other rights and duties reserved to it under this Declaration or any Supplemental Declaration. The provisions of this paragraph shall in no way create any obligation on the part of Declarant to construct or maintain any such facilities on said properties. Declarant also reserves as an appurtenance to each Lot or other property within Lochlyn Hill an easement for a lateral line to connect to the main water and sewer lines (whether they lie within a Common Area, Private Alley or a Road), including the right to repair and replace the line provided the Owner of the Lot or property benefiting from the easement restores any disturbed area, including pavement, to its condition prior to the excavation. The lateral lines shall be located so as to reasonably minimize disturbance to the Owners' rights of use and enjoyment in their Lots and the Common Areas.

(c) The Association may, but is not required to, maintain any or all Roads, medians, berms, grass, trees, entrances, sidewalks, trails or other public properties which are located within the bounds of any publicly dedicated right-of-way or Road and/or which are in reasonable proximity to the Properties such that their deterioration would affect the appearance of the Properties as a whole. Owners shall be responsible for maintaining the strip of grass between the sidewalk on their Lot and the paved roadway, and the Association shall have the right, but not the obligation, to maintain the same and may assess any Owner who fails to adequately maintain the same for the cost of doing so.

(d) Standards for Maintenance of Private Alleys:



(i) **MINIMUM STANDARD:** Within Lochlyn Hill, Private Alleys shall be maintained as paved surfaces with a minimum fourteen (14) foot wide base of asphalt or a superior surface as agreed to in the future by action of the Association, and maintained in perpetuity to substantially the same condition they are in when approved by the City or County in which they lie. The travelway shall be maintained so that it is safe and convenient for passenger automobiles and emergency vehicles at all times except in severe temporary weather conditions.

(ii) **MAINTENANCE:** For purposes of this instrument and any Supplemental Declaration, “maintenance” includes the maintenance of the Private Alleys and all curbs and gutters, drainage facilities, utilities, dams, bridges and other private street improvements, and the reasonably prompt removal of snow, water, debris, or any other obstruction so as to keep the Private Alley open for usage by all vehicles, including emergency services vehicles. The term “to maintain,” or any derivation of that term, includes the maintenance, replacement, reconstruction and correction of defects or damage, subject to the following paragraph.

(iii) **COST OF MAINTENANCE:** Declarant shall be responsible for the cost of construction of the Private Alleys and for maintaining them until they are conveyed to the Association. Thereafter, the Association shall assume all responsibility for the maintenance of, and or repair to, Private Alleys, the cost of which shall be allocated by the Association to the Owners as a portion of the Regular Assessment levied against each Owner pursuant to Article V below. No public agency, including the Virginia Department of Transportation, the County of Albemarle, Virginia or the City of Charlottesville, Virginia, will be responsible for maintaining the Private Alleys.

(iv) WHEN TO MAINTAIN: After the initial construction of the Private Alleys, any further construction, maintenance or repair shall be undertaken only as authorized by the Association in accordance with the provisions of the Declaration, as the same may be amended or supplemented from time to time.

(v) DEFAULTING OWNER(S): If any owner shall fail to pay his/her proportionate share of the costs of maintenance or repair for which he/she is responsible, such failure to pay shall be subject to the terms of Article V, as stated below.

Section 4. *Extent of Members' Easements.* The rights and easements created hereby shall be subject to the right of Declarant or the Association by its Board of Directors to dedicate or transfer to any public or private utility, or to any third party, utility or drainage easements (including but not limited to electric, gas, telephone, cable, water, and sewer) on any part of the Common Areas.

Section 5. *Access over Private Alleys and Roads.* As an appurtenance to each of the Lots, and for future areas developed as a part of Lochlyn Hill, there is hereby created a perpetual, non-exclusive easement for purposes of ingress and egress over the Private Alleys, Roads, bike trails, jogging trails or walking trails shown or hereafter designated, constructed or set apart by plats or other instruments of record for Lochlyn Hill. Declarant intends that all Roads will be accepted by the Virginia Department of Transportation ("VDOT") or the City of Charlottesville, and will build such roads, and will be responsible for all necessary routine maintenance and repair, until each such Road is accepted by VDOT or the City of Charlottesville. Any Private Alleys, bike trails, jogging trails and walking trails which are not being maintained by Albemarle County, the City of Charlottesville or by some other group shall be maintained either by Declarant or by the

Association, as more fully described in Article IV, Section 3, above. Notwithstanding the foregoing, in the event that any such need for maintenance or repair is caused by the willful or negligent act of any Owner or such Owner's family, tenant, guests, invitees, contractors, subcontractors or agents, the cost of such maintenance or repairs shall be added to and become a part of the Assessment to which said Owner's Lot(s) is subject pursuant to the provisions of Article V.

ARTICLE V  
COVENANTS FOR ASSESSMENTS

Section 1. *Creation of the Lien and Personal Obligations of Assessments.*

(a) Declarant covenants, and each Owner of any Lot, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to all the terms and provisions of this Declaration and to pay to the Association: (a) Regular Assessments or charges; and (b) Special Assessments or charges for the purposes set forth in this Article; (c) Initial Capital Assessments as described in paragraph (b) of this Section 1; and (d) Limited Specific Assessments as authorized pursuant to Sections 2(c), 2(d) and 2(e) of this Article V and elsewhere in this Declaration. All such Regular, Special, Initial Capital and Limited Specific Assessments, together with such interest thereon and costs of collection thereof, including a reasonable attorney's fee as hereinafter provided, shall be a charge against and continuing lien on the Lot and improvements thereon against which each such Assessment is made, and shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment first became due and payable. In the case of co-ownership of any Lot, all of such co-owners shall be jointly and severally liable for the entire amount of the Assessment and applicable interest and costs of collection.

(b) At the time of the first and each subsequent sale of an improved Residential Lot or Townhouse Lot, the purchaser of each such improved Residential or Townhouse Lot shall pay to the Association a one-time Initial Capital Assessment in the amount of Five Hundred Dollars (\$500.00), or such other amount as the Association's Board of Directors may establish and of which it has provided notice to prospective purchasers within an Association disclosure package or otherwise. The initial purchaser of each Multifamily Lot shall pay to the Association such Initial Capital Assessment as may be specified in the Supplemental Declaration by which such Multifamily Lot is made subject to this Declaration. The Declarant or the Association's Board of Directors shall have the right to increase or decrease any of the Initial Capital Assessments payable with respect to Residential, Townhouse or Multifamily Lots from time to time. The Initial Capital Assessments are intended to provide initial working capital for the Association including, to the extent determined to be reasonably prudent or necessary by the Association's Board of Directors, a reasonable capital reserve.

*Section 2. Purpose of Regular and Limited Specific Assessments.*

(a) The Regular Assessments levied by the Association shall be used exclusively for the improvement, maintenance, enhancement, enlargement and operation of the Common Areas, and to provide all other improvements and services which the Association is obligated or duly elects (by and through its Board of Directors) to provide.

(b) (omitted)

(c) The Association shall provide trash collection and disposal to all Residential, Townhouse and Multifamily Lots, the cost of which shall be allocated among the Owners of the benefited Lots (as the Board of Directors deems fair and reasonable) as

a Limited Specific Assessment and shall be included in the total Regular Assessment levied by the Association against the Owners of such Lots.

(d) The Association's Board of Directors may elect, from time to time, to provide (or terminate) additional services to any or all of the Lots, including but not limited to snow removal, certain exterior maintenance of structures and landscaping services. In the event the Association elects to provide any such additional services, the cost of such services (including an amount sufficient to establish reserve accounts, as reasonably determined by the Association's Board of Directors, to cover the reasonably anticipated replacement costs of capital assets, *e.g.*, roofs, exterior siding, landscaping and parking areas) shall be a Limited Specific Assessment and shall be levied by the Association against the Owners of such Lots.

(e) *Damages caused by Owner:* In the event that any item of maintenance or repair to a Common Area is necessitated by the willful or negligent act of an Owner, such Owner's family, tenant, guests, invitees, contractors, subcontractors or agents, the full cost of such maintenance or repair shall be a Limited Specific Assessment and shall be levied by the Association against such Owner's Lot.

Section 3. *Creation of Regular Assessments.* There are hereby created Regular Assessments as may be from time to time specifically authorized by the Board of Directors. Regular Assessments shall be imposed on all Owners, but different Regular Assessments may be imposed on Residential Lots containing single family units, Residential Lots containing duplex units, Townhouse Lots, and Multifamily Lots to reflect the different levels of services to or amenities available to such different types of Lots. Regular Assessments shall be for expenses (including deposits to reserve funds)

determined by the Board of Directors to be for the benefit of the Association as a whole, as well as expenses (including deposits to reserve funds) which benefit only certain types of Lots. Assessments on Residential and Townhouse Lots shall commence on the day of closing of the initial sale of each such Lot by Declarant, provided, however, that until such time as a certificate of occupancy is issued by the County of Albemarle for a residence built on a Residential or Townhouse Lot and said Lot is sold to a private homeowner or the residence thereon is otherwise occupied, only twenty-five percent (25%) of the Regular Assessment shall be assessed on the Owner and may be paid in full at closing of the first sale of the Lot after a certificate of occupancy is issued. Assessments on Multifamily Lots shall commence as provided in the Supplemental Declaration subjecting such Lot or Lots to the terms of this Declaration.

Section 4. *Determination of Regular Assessments.* It shall be the duty of the Board of Directors, at least thirty (30) days before the beginning of each fiscal year, to prepare a budget covering the estimated costs of operating the Association during the next year. The Regular Assessment established for each type of Lot (Residential with single family unit, Residential with duplex unit, Townhouse, and Multifamily) by the Board of Directors shall be levied by the Association.

Section 5. *Regular Assessments.*

The Regular Assessment for all Lots shall be the amounts established, from time to time, by the Association's Board of Directors pursuant to the provisions of Section 4 of this Article V.

Section 6. *Special Assessments for Improvements and Additions.* In addition to the Regular Assessments, the Association may levy Special Assessments for the following purposes:

(a) Construction, reconstruction, repair, or replacement of improvements upon the Common Areas, including the necessary fixtures and personal property related thereto;

(b) To provide for the necessary facilities and equipment to offer the services authorized in this Declaration; and

(c) To repay any loan made to the Association to enable it to perform the duties and functions authorized herein.

Such Special Assessment, before being charged, must have received the approval of the Voting Members of the Association by the favorable vote of fifty-one percent (51%) of the votes cast at a duly called meeting of the Association, subject to the quorum requirements established by Article III, Section 6. The notice of such meeting shall include one (1) statement from those Directors favoring the Special Assessment, and one (1) statement from those Directors (if any) opposing the Special Assessment, containing the reasons for those Directors' support for or opposition to the Special Assessment. Neither statement shall exceed five (5) pages in length.

This provision shall be interpreted to mean that the Association may impose in any one (1) fiscal year a Regular Assessment in the amount determined pursuant to Sections 4 and 5 of this Article V, plus an additional Special Assessment. Such Special Assessment in any one (1) year may not exceed a sum equal to the amount of the Regular Assessment for such year except for emergency repairs required as a result of storm, fire, natural disaster, or other casualty loss.

Section 7. *Date or Commencement of Regular and Limited Specific Assessments and Billing Schedule.* Notwithstanding anything in the foregoing to the contrary, the Regular Assessments and any applicable Limited Specific Assessments provided for herein shall commence on each Lot as it is sold by Declarant. The Declarant shall not be subject to Assessments for Lots it retains.

Section 8. *Duties of the Board of Directors.* It shall be the duty of the Association's Board, at least thirty (30) days before the beginning of each fiscal year, to prepare a budget covering the estimated costs of operating the Association during the next year. The Board of Directors shall fix the amount of the Regular Assessment and any Limited Specific Assessment against each Lot, and may fix a different Regular Assessment or Limited Specific Assessment for Residential Lots with single family units, Residential Lots with duplex units, Townhouse Lots, or Multifamily Lots, based on the different levels of services provided to each type of Lot. Once the Assessment is set, the Board of Directors shall direct the preparation of an index of the Properties and the Regular and Limited Specific Assessments applicable thereto, which shall be kept in the office of the Association and which shall be open to inspection by any Member. Written notice of Assessments shall thereupon be sent to every Member subject thereto. The Association shall upon demand at any time furnish to any Owner liable for Assessments a certificate in writing signed by an Officer of the Association, setting forth whether all Assessments have been paid. Such certificate shall be conclusive evidence against all but the Owner of payment of any Assessment therein stated to have been paid. If the Board of Directors authorizes a Billing Agent to collect Assessments, the Certificate of the Billing Agent shall



be conclusive evidence against all but the Owner of payment of any Assessment therein stated to have been paid.

Assessments shall be billed monthly, annually or quarterly, or on such other basis as may be determined, from time to time, by the Association's Board of Directors. All Assessment bills shall be due and payable within fifteen (15) days from the due date reflected thereon.

Section 9. *Effect of Non-Payment of Assessment; Personal Obligation of the Owner; the Lien; Remedies of Association.* If the Regular Assessment or any Special Assessment or Limited Specific Assessment is not paid on or before the 10<sup>th</sup> day following the Due Date, then such Assessment shall become delinquent and together with (i) a \$50.00 administrative fee, or such other amount as may be established by the Board of Directors, (ii) interest on the past due Assessment to the extent the Board of Directors has authorized the imposition of interest pursuant to the next paragraph of this Section, and (iii) the cost of collection thereof including a reasonable attorney's fee as hereinafter provided, shall become a charge and continuing lien on the Lot and all improvements thereof, against which each such Assessment is made, in the hands of the then Owner, and such Owner's heirs, devisees, personal representatives, successors and assigns.

If the Assessment has not been paid by the 15<sup>th</sup> day following the Due Date, the Association may bring an action at law against the Owner personally and there shall be added to the amount of such Assessment the costs of preparing and filing the complaint in such action and a reasonable attorney's fee and, in the event a judgment is obtained, such judgment shall include a reasonable attorney's fee together with the costs of the action. Interest may be assessed against past due Assessments, which shall accrue at the maximum

interest rate which may be lawfully charged or such lawful amount as the Board of Directors may, from time to time, establish.

Section 10. *Subordination of the Lien.* The continuing lien of the Assessments provided for herein shall be subordinate to the lien of any first or second deed of trust now or hereafter placed upon any Lot. In the event a creditor acquires title to any Lot pursuant to foreclosure or any other proceeding or deed in lieu of foreclosure, such creditor shall be subject to Assessments accruing after such acquisition.

Section 11. *Reserve Funds.* The Association shall establish reserve funds from its Regular Assessments (or, as appropriate, from Limited Specific Assessments) to be held in reserve in an interest drawing account or investments as a reserve for:

- (a) Major rehabilitation or repair;
- (b) Emergency and other repairs required as a result of storm, fire, natural disaster, or other casualty loss; and
- (c) Initial costs of any new service to be performed by the Association.

Section 12. *Annual Statements.* The President, Treasurer, or such other officer as may have custody of the funds of the Association shall annually, within ninety (90) days after the close of the fiscal year of the Association, prepare and execute under oath a general itemized statement showing the actual assets and liabilities of the Association at the close of such fiscal year, and a statement of revenues, costs and expenses. Alternatively, the Board of Directors may choose to hire a Certified Public Accountant to review the Association's finances and prepare such statement. It shall be necessary to set out in the statement the name of any creditor of the Association; provided, however, that this requirement shall be construed to apply only to creditors of more than One Thousand and no/100 Dollars

(\$1,000.00). Such Officer shall furnish a copy of such statement to each Member of the Association who may make request therefore, in writing, within thirty (30) days after receipt of such request. Such copy may be furnished to the Member either in person or by mail. Any holder of a first or second mortgage on a Lot shall be entitled, upon written request, to receive a copy of the financial statement for the immediately preceding fiscal year.

Section 13. *Annual Budget.* The Board of Directors shall make available to all Members, prior to the first day of the next fiscal year, a budget outlining anticipated receipts and expenses for the upcoming fiscal year. The financial books of the Association shall be available for inspection by all Members at all reasonable times.

#### ARTICLE VI PARTY WALLS, LANDSCAPING AND EXTERIOR COMPONENTS

Section 1. *General Rules of Law to Apply to Party Walls.* Each wall which is built as a part of the original construction of any building upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article VI, the general rules of law in Virginia regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. *Sharing of Party Wall Repair and Maintenance.* The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. *Destruction of Party Wall by Fire or Other Casualty.* If a party wall is destroyed or damaged by fire or other casualty, the Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost

of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. *Weatherproofing.* Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. *Right to Contribution Runs With Land.* The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. *Arbitration.* In the event any dispute arises concerning a party wall, or under the provisions of this Article, the parties shall resolve the dispute by binding arbitration. Each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision reached by a majority of all the arbitrators shall be binding and conclusive on all parties.

Section 7. *Landscaping and Other Exterior Maintenance.* Each Owner covenants and agrees to maintain, repair and replace, as necessary, the lawn, landscaping and all exterior components of all improvements located on such Owner's Lot, including (without limitation) painting the exterior, keeping all gutters and downspouts clean and free of debris, and installing and caring for suitable foundation plantings; notwithstanding the foregoing, the Association shall be responsible for any items for which the Association has assumed responsibility pursuant to Section 2(d) of Article V of this Declaration or pursuant to the terms of any

Supplemental Declaration or other instrument recorded in the land records of the applicable locality.

#### ARTICLE VII RIGHT OF ENTRY

The Association or its agents shall have the right, but not the obligation, to enter upon any Lot or improvements thereon for emergency, security and safety reasons, to perform maintenance pursuant to Article VI hereof, to perform any maintenance, landscaping or construction for which the Association is responsible and to inspect for the purpose of ensuring compliance with this Declaration, the Bylaws, any Supplemental Declaration and Rules and Regulations promulgated by the Association; provided nothing herein shall authorize any person to enter any dwelling or other building constructed on a Lot without permission of the Owner unless reasonably believed to be necessary to avoid an imminent threat of personal injury or personal damage. This right may be exercised by the Association's Board of Directors, any agent or employee of the Association acting with the authorization of the Board of Directors, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after having provided at least 15 days advanced written notice to the Owner, 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. This right of entry shall include the right of the Association to enter a Lot to cure any condition which may increase the possibility of a fire or other hazard or in the event an Owner fails or refuses to cure the specified condition within a reasonable time after a request by the Board.

#### ARTICLE VIII FUNCTIONS OF ASSOCIATION

The Association shall own, operate and maintain the Common Areas conveyed to it by the Declarant for the benefit of its Members and provide those services for which the assessments are levied pursuant to this Declaration.

ARTICLE IX  
INSURANCE AND RESTORING PROPERTY

Section 1. *Insurance.* Each Owner shall maintain fire and extended coverage insurance on the improvements on any Lot to its full insurable value. A certificate of insurance shall be furnished by the Owner to the Association annually. If an Owner does not comply with this covenant, the Association may, but shall not be required to obtain such insurance and include the amount of premium in the Owner's Annual Assessment so it becomes part of the Annual Assessment as defined in this Declaration. The Association shall purchase and maintain hazard and liability insurance coverage, for the benefit of the Association, the Owners and their mortgagees as their respective interests may appear, in such amounts and for such events as the Board of Directors shall from time to time determine, after taking into consideration, among other things, the funds available to the Association and the needs of the Owners for such insurance coverage.

Section 2. *Restoring Property.* Notwithstanding any other statements herein, in the event any improvements located on a Lot are destroyed by any casualty, the Owner of such Lot shall promptly have the improvements restored at the Owner's sole cost to original condition or to a condition better than original condition. If an Owner does not comply with this covenant the Association may, at such Owner's expense, seek enforcement of this covenant by injunction or by other appropriate legal means.

ARTICLE X  
ARCHITECTURAL CONTROL AND GENERAL PROPERTY COVENANTS

Section 1. *Architectural Approval.* No building, fence or other structure shall be erected, placed or altered (which shall include exterior renovations and additions) on any Lot or Common Area, nor shall a building permit for any such improvement be applied for, until the proposed building plans, specifications, exterior color or finish, and site plan (showing the proposed location of such building or structure, drives and parking areas) shall have been approved in writing by Declarant. Declarant further reserves the right to promulgate and amend from time to time architectural guidelines for all improvements within Lochlyn Hill, and such guidelines shall establish, define and expressly limit those standards and specifications that will be approved, including, but not limited to, architectural style, exterior color or finish, roofing material, siding material, fencing material, driveway material and construction technique. Refusal or approval of plans, location, exterior color or finish, or specifications by Declarant may be based upon any ground (including purely aesthetic considerations) which shall, in the sole and uncontrolled discretion of Declarant, seem sufficient.

Section 2. *Site and Location Approval.* In order to assure that buildings and other structures will be located with regard to the topography of Lochlyn Hill, and after taking into consideration the location of large trees and other aesthetic and environmental considerations or other considerations which shall, in the sole and uncontrolled discretion of Declarant, seem sufficient, Declarant reserves the right to control absolutely and to decide solely (subject to the provisions of the zoning ordinance of the County of Albemarle or the City of Charlottesville, as applicable) the precise site and location of any building or structure in Lochlyn Hill. Such location shall be determined only after reasonable opportunity is afforded to the Owner of the Lot to recommend a specific location. The provisions of this Section shall in no way be construed as a

guarantee that the view, privacy, sunlight or breeze available to a building or structure on a given Lot shall not be affected by the location of a building or structure on an adjacent Lot.

Section 3. *Landscape Plan.* Topographic and vegetative characteristics within Lochlyn Hill shall not be altered by excavation, grading, removal, reduction, addition, clearing, cutting, pruning, seeding, planting, transplanting or any other means without the prior written approval of Declarant; notwithstanding the foregoing, dead or diseased trees, trees that are less than six inches (6") in caliper, and shrubs that are not shown on an approved site plan may be removed without Declarant's prior approval. Declarant may require prior written approval of a landscape plan. Refusal or approval by Declarant of plans or any topographic or vegetative changes may be based upon any ground, including environmental and purely aesthetic considerations which shall, in the sole and uncontrolled discretion of Declarant, seem sufficient to Declarant. Declarant reserves the right to promulgate and amend from time to time landscape guidelines which shall establish approved standards, methods and procedures for landscape management on the Lots, and such authorized standards, methods and procedures may be utilized by the Owners of the Lots without the necessity of obtaining prior written approval from Declarant.

Section 4. *On and Off Street Parking.* On and off street parking shall be allowed only in areas designated for such purpose in accordance with applicable zoning laws and regulations.

Section 5. *Signs.* A single "for sale" or "for lease" sign shall be permitted on any Lot being offered for sale or for lease, provided it does not exceed either six (6) square feet or the allowable size as regulated and permitted by the Albemarle County Code or the City of Charlottesville Code, as applicable. Notwithstanding the above, no sign on any Lot shall exceed two (2) feet by three (3) feet in size. No other signs of any kind shall be erected within Lochlyn



Hill or on the Common Areas, including any Lot if visible from outside the Lot, without the written consent of the Board of Directors, except signs installed by the Association or the Declarant. Declarant reserves the right to promulgate and amend, from time to time, these sign regulations.

Declarant and its agents, successors or assigns shall have the right, whenever there shall have been placed or constructed on any Lot, any sign which is in violation of these provisions, to enter immediately upon such Lots and summarily remove the same at the expense of the Lot Owner charged in addition to and along with regular assessments.

Section 6. *Maintenance of Lots.* It shall be the responsibility of each Owner to prevent the development of any unclean, unsightly, unkempt, unhealthy or unsafe conditions of buildings or grounds on his/her Lot which shall tend to substantially decrease the beauty or safety of the Properties, except to the extent the Association is required or elects to provide any of such services pursuant to Article V. The Association and its agents shall have the right to enter upon any Lots for the purpose of correcting such conditions, including, but not limited to, the removal of trash which has accumulated on the Lot, and the cost of such corrective action shall be assessed as a Limited Specific Assessment and shall be levied by the Association against such Lot and its Owner. Such entry shall not be made until thirty (30) days after the Owner has been notified in writing of the need to take corrective action and unless such Owner fails to perform the corrective action with said thirty (30) day period; provided, however, that should such condition force a health or safety hazard, such entry shall not be made until the Owner has been notified in writing of the need to take immediate corrective action and unless such Owner fails to perform the corrective action immediately. The provisions of the section shall not create any obligation on the part of the Association to take any such corrective action.

Section 7. *Postal Centers.* No mailbox, paper box or parcel box shall be erected or maintained on any Residential or Townhouse Lot unless otherwise required by law or ordinance. Declarant will install one or more centralized Postal Centers within the Common Area for use by the residents of all Residential and Townhouse Lots. Postal Centers will be maintained in accordance with Article IV, Section 3 of this Declaration.

Section 8. *Public Water and Public Sewer.* Prior to the occupancy of a building or structure on any Lot, proper and suitable provisions shall be made for water and for the disposal of sewage by connection to the water and sewer lines of the applicable local governmental authority presently approved for use in Lochlyn Hill, or to such other water or sewage disposal system as may be subsequently approved for use in Lochlyn Hill by the locality.

Section 9. *Utility Easement Reservation.* Declarant reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right on, over and under Roads, the Lots and Common Areas to erect, maintain and use, electric, community antenna television, cable television, internet and telephone poles, wires, cables, conduits, drainage ways, sewers, water mains and other suitable equipment and appurtenances for the conveyance and use of electricity, telephone, gas, sewer, water, drainage, or other public convenience or utilities as may be reasonably required for utility purposes on the Lots and adjoining properties; provided, however, that no such easements shall be applicable to any portion of a Lot or Common Area as may (a) have been used prior to the installation of such utilities for the construction of a building whose plans were approved pursuant to this Declaration by Declarant, or (b) be designated as the site for a building on a site plan which has been approved pursuant to this Declaration by Declarant. To the extent that utility easements over, upon or under and Road, the Common Area or any Lot are necessary so as to provide utility services to any portion of the Property, the Association and each

Owner, and such Owner's heirs, successors and assigns, hereby designate and appoint the Declarant as agent and attorney-in-fact, coupled with an interest, with full power in such Party's name, place and stead, to execute instruments creating such easements; provided, however, that such easements shall not unreasonably interfere with the use by the Association or any Owner of their respective Lots or the Common Areas pursuant to Article IV, Section 1. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any grading of the soil, or to take any similar action reasonably necessary to provide economical and safe utility installation or operation or to maintain reasonable standards of health, safety and appearance. Declarant further reserves the right to locate wells, pumping stations, siltation basins, tanks, wires, equipment and facilities within the Common Areas in Declarant's discretion, or on any Lot prior to the sale of such Lot or with the permission of the Owner of such Lot if it has been sold to a third party.

The utility and drainage easements reserved by Declarant in this Declaration shall be located along the boundary lines of each Lot unless otherwise shown on a subdivision plat. Without limiting the generality of the foregoing, Declarant specifically reserves easements across the Lots and Common Areas shown on the attached plat, variously, as "Temporary Storm Drain Easement," "SDE" or "SDE\*" (Storm Drain Easement), "SSE" (Sanitary Sewer Easement), "DIST" (Sight Distance Easement), "AL" (Public Alley Easement) and "WLE" (Waterline Easement).

Declarant also reserves the right to enter upon any Lot for the purposes of (i) dispensing pesticides and taking other actions which in the opinion of Declarant are necessary or desirable to control insects and vermin, (ii) cutting fire breaks and taking other actions which in the opinion of Declarant are necessary or desirable to control fires, (iii) erosion control, and (iv)

moving, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth which, in the sole opinion of Declarant, detracts from the overall beauty, setting and safety of Lochlyn Hill; provided, however, that (except in case of an emergency) such right of entry shall not be exercised until thirty (30) days after the Owner has been notified in detail and in writing of the necessity of such work, and such Owner has failed to perform such work within the thirty (30) day period, or such longer time as Declarant may, in its sole discretion, allow. The cost of any of such actions shall be paid by the Owner of the Lot, unless Declarant determines in its sole discretion that the cost of any such action should be paid by the Association.

Section 10. (omitted)

Section 11. *Plans Submitted for Approval.* Whenever the terms of this Declaration require an Owner or other party to submit plans, specifications or other information for approval by Declarant, three (3) copies of all required plans and related data shall be furnished to Declarant, except as may otherwise be provided in the various guidelines promulgated and amended from time to time by Declarant.

Section 12. *Architectural Review Board.* At such time as all Lots have been sold by Declarant and final certificates of occupancy have been issued with respect to homes constructed on one-hundred percent (100%) of the Residential, Townhouse and Multifamily Lots, or at such earlier date as Declarant may elect in its sole and absolute discretion, the powers reserved to Declarant under this Article X shall be transferred to the Board of Directors of the Association, and at such time the Board shall appoint a committee (the "Lochlyn Hill Architectural Review Board"), from time to time, comprised of not less than three (3) and no more than seven (7) members to enforce the provisions of this Article X. Declarant or its designee shall have the right to appoint one member of the Lochlyn Hill Architectural Review Board ("ARB") until such time as

the Declarant or its designee relinquishes this right. Any responsibilities or powers of the Declarant under this Article X not specifically delegated by the Board of Directors to the ARB shall remain with the Board of Directors.

Section 13. *Residential Purposes.*

(a) All Residential Lots shall be used only for residential purposes, recreational purposes incidental thereto, and for customary accessory uses. The use of a portion of a dwelling unit on a Lot as an office by the Owner or tenant thereof shall be considered a residential use if such use does not create undue customer or client traffic, as determined by Declarant in its sole and uncontrolled discretion, to and from the unit or the Lot. Any limited office use on the property allowed by the locality's zoning ordinance within the applicable zoning district shall be permitted.

(b) No structure, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on a Residential Lot other than one (1) detached single family dwelling, one (1) small one-story accessory building which may include a detached private garage, provided the use of such accessory building does not overcrowd the Lot, as determined by Declarant in its sole and uncontrolled discretion, and provided, further, that such building is not used for any activity normally conducted as a business. Such accessory building may not be constructed prior to the construction of the main building. One (1) one-story storage shed, may also be erected on each Residential Lot subject to such guidelines as may be promulgated by the Board of Directors or ARB.

(c) A guest suite or like facility, subject to the provisions of this Article X and all applicable local ordinances and regulations, may be included as a part of the main dwelling or accessory building on those single family detached Lots designated by Declarant for the inclusion

of such guest suites or facilities. Such guest suites or facilities may be rented or leased in accordance with all applicable laws, regulations and ordinances.

(d) Notwithstanding the provisions of this Section or any other Article or Section, this Declaration shall not prohibit Declarant or its agents and assigns from using any house, other dwelling units, or accessory buildings as a model(s) and/or sales office(s).

Section 14. *Completion of Improvements.*

(a) The exterior of each house and all other structures must be completed (i) within one (1) year after the construction of same shall have commenced on all Residential Lots and (ii) within two (2) years after the construction of same shall have commenced on all Multifamily Lots, except where such completion is impossible or would result in great hardship to the Owner or builder due to strikes, fires, national emergency or natural calamities. Houses and other dwelling structures may not be temporarily or permanently occupied until the exteriors thereof have been completed. During the continuance of construction, the Owner of the Lot shall ensure the Lot is maintained in a reasonably clean and uncluttered condition.

(b) The failure to complete the exterior of any structure within the time limit set forth above shall constitute a violation and breach of these Covenants. Declarant hereby reserves unto itself, its successors and assigns, a right on, over, and under all Lots for the purpose of taking any action necessary to effect compliance with Section 2(a) above, including, but not limited to the right to enter upon any Lot for the purpose of completing the exterior of such structure which is in violation of Section 2(a). Such entry shall not be made until thirty (30) days after the Owner of the Lot has been notified in writing of the violation of these Covenants, and unless such Owner has failed to complete said exterior within said thirty (30) day period. The cost of such corrective action, when performed by Declarant or its agents, shall

be paid by the Owner of the Lot on which the corrective action is performed. The provisions of this Section shall not create any obligation on the part of Declarant to take any action to effect compliance with Section 2(a).

Section 15. *Screened Areas, Garbage Collection and Other Matters.*

(a) Each Owner of a Lot shall screen from view from the Roads and adjacent Lots any area in which garbage receptacles or similar storage receptacles, electric and gas meters, air conditioning equipment, and other unsightly objects must be placed or stored. Plans for such screened area delineating the size, design, specifications, exterior color or finish, and location must be approved by Declarant prior to construction. No alteration in the exterior appearance of any screened area shall be made without like prior written approval by Declarant. Garbage receptacles may be located outside of screened area only if located underground, and such underground garbage receptacles and their location must likewise be approved by Declarant prior to construction. Fuel tanks are prohibited within all Lots.

(b) Garbage collection shall be provided by the Association to all Lots. Garbage pickup shall take place at such locations as are approved or designated by Declarant. No Owner of a Residential or Townhouse Lot, or such Owner's family, tenant, guests, invitees, contractors, subcontractors or agents shall place garbage receptacles in the approved or designated locations earlier than twelve (12) hours before pickup and shall remove all garbage receptacles within twelve (12) hours after pickup. Restrictions and terms specific to the provision of garbage collection services by the Association to Multifamily Lots shall be contained within the Supplemental Declaration(s) subjecting the Multifamily Lots to the terms of this Declaration.

(c) No mobile homes, trailers, campers, recreational dune buggies, all terrain vehicles (ATVs), four wheelers, school buses, boats or trailers shall be parked on any Lot, adjacent street, Private Alley or Common Area except to the extent, and only in accordance with, such regulations that Declarant, its successors or assigns, may adopt from time to time. However, when and if there is an area or lot in Lochlyn Hill designated for recreational vehicle parking and storage, the vehicles listed in the preceding sentence may be parked within the confines of the designated area or lot. Use of the parking and storage lot shall be subject to such rules, regulations and fees as set by Declarant, its successors and assigns. Except during construction periods, no trucks (other than pick-up trucks of three-quarter (3/4) ton capacity or less) shall be parked on a Lot except within the confines of a garage nor shall they be parked on any street or Common Area.

(d) All toys, bicycles, tricycles, motorcycles, mopeds, and such other similar items located on the front portion of a Lot or adjacent streets shall be stored, when not in use for extended periods of time, in an area not exposed to view from any other Lot or street.

(e) No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any portion of Lochlyn Hill, except that dogs, cats, or other usual and common household pets, may be permitted in a Lot. No pets shall be kept, bred or maintained for any commercial purpose. All pet animals must be secured by a leash, or lead, and be under the control of a responsible person and obedient to that person's command at any time they are not on the pet owner's Lot. While on the owner's property, all pet animals must be secured within a fence (wooden or invisible), subject to Association approval, or under the direct supervision and control of a responsible person and obedient to that person's command. Each Owner shall be absolutely liable to each and all remaining Owners, their families, guests, permittees and invitees and to the



Association, for any and all damage to person or property caused by any such pet brought upon or kept within Lochlyn Hill by such Owner or by his or her family, guests, permittees, or invitees. Each Owner keeping pets on his or her Lot will comply with all requirements of law applicable to such animal. The Board of Directors shall have the power to adopt, publish, amend and enforce rules and regulations governing the keeping of pets by members of the Association and their families and guests and to establish penalties for the infraction thereof.

(f) No inoperable vehicles (including, but not limited to, vehicles without current inspection and registration identification) shall be parked or maintained on any street or Common Area or an any Lot except as otherwise may be expressly permitted by the Association. If the Association permits any such vehicle on a Lot, it shall be kept within a garage such that the vehicle shall not be visible from any street, any Common Area, or any other Lot.

Section 16. *Prohibited Structures.*

(a) No mobile home, trailer, barn or other similar out building or structure shall be placed on any Lot at any time, either temporarily or permanently.

(b) No above ground pools or other similar structures shall be placed on any Lot at any time, either temporarily or permanently; notwithstanding the foregoing, temporary placement of a child's wading pool shall be permitted on any Residential or Townhouse Lot provided it is returned to storage each evening.

(c) No structure of a temporary character shall be placed upon any Lot at any time, provided, however, that this prohibition shall not apply to trailers, shelters or temporary structures used by the contractor during the construction of the main dwelling unit, or phase or group of multiple family dwelling units, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the Lot after

completion of construction. The design, location and color of structures temporarily placed on a Lot by a contractor must be approved in advance in writing by Declarant.

(d) To the extent permitted by federal regulation, no television antenna, satellite dish, radio receiver, radio sender, or other similar device shall be attached to or installed on any Lot or on the exterior portion of any building or structure on any Lot except as follows:

(1) Should CATV services or cable service be unavailable and good television reception not be otherwise available, the Owner or tenant of a Lot may install a television antenna or small satellite dish on such Owner or tenant's Lot in a location not visible from any Road, such location to be subject to approval by Declarant. Approval of the antenna location shall be obtained by submitting a written application to Declarant, such application to include the intended location of the television antenna. Approval of written applications shall not be unreasonably withheld by Declarant, and shall be governed by applicable federal and state laws and regulations, to include 47 C.F.R. Section 1.4000.

Section 17. *Further Subdivision.* No Lot (following the initial subdivision of a block by Declarant) shall be subdivided or its boundary lines changed, nor shall application for same be made to Albemarle County or the City of Charlottesville, except with the prior written consent of Declarant. However, notwithstanding the foregoing, Declarant hereby expressly reserves unto itself, its successors and assigns, and its agent, the right to replat any Lot(s) owned by it and shown on the plat of any subdivision within the Properties in order to create a modified building lot or lots; and to take such other steps as are reasonably necessary to make such replatted Lot(s) suitable and fit as a building site including, but not limited to, the relocation of easements, walkways, rights of way, Private Alleys, Roads, bike trails,

bridges, parks, recreational and community facilities, and other amenities to conform to the new boundaries of such replatted Lot(s). The provisions of this Section shall not prohibit the combining of two (2) or more contiguous Lots into one (1) larger Lot. Following the combining of two (2) or more Lots into one (1) larger Lot, only the exterior boundary lines of the resulting larger Lot shall be considered in the interpretation of this Declaration.

ARTICLE XI  
GENERAL PROVISIONS

Section 1. *Duration.* The Covenants and Restrictions of this Declaration and any Amendments thereto and supplemental declarations shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, Declarant, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a period of thirty (30) years from the date this Declaration is recorded. Upon the expiration of said thirty (30) year period, this Declaration shall be automatically extended for successive periods of ten (10) years. The number of ten (10) years extension periods hereunder shall be unlimited, and this Declaration shall be automatically extended upon the expiration of the initial thirty (30) year period, or during the last year of any subsequent ten (10) year extension period, unless at a duly called meeting of the Association fifty-one percent (51%) or more of the total votes entitled to be cast by all the Voting Members of the Association shall vote in favor of terminating this Declaration at the end of its then current term. The presence at the meeting of the Voting Members or proxies entitled to cast thirty percent (30%) of the total vote of the Voting Membership shall constitute a quorum. It shall be required that written notice of any meeting at which such a proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given each Voting Member at least thirty (30) days in advance of said meeting. In the event that the

Voting Members of the Association vote to terminate this Declaration, the President and Secretary of the Association shall execute a certificate which shall set forth the Resolution of Termination adopted by the Association, the date of the meeting of the Association at which such Resolution was adopted, the total number of votes required to constitute a quorum at a meeting of the Association, the total number of votes present at said meeting, the total number of votes necessary to adopt a Resolution terminating this Declaration, the total number of votes cast in favor of such Resolution, and the total number of votes cast against such Resolution. Such certificate shall be recorded in the Clerk's Office of the Circuit Court of every locality where this Declaration or a Supplement thereto is recorded, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

Section 2. *Amendments.* All proposed Amendments to this Declaration shall be submitted to a vote of the Voting Members at a duly called meeting of the Association subject to the quorum requirements established by Article III, Section 6, and any such proposed amendment shall be deemed approved if two-thirds (2/3) of the votes cast at such meeting vote in favor of such proposed amendment. Notice shall be given each Voting Member at least fifteen (15) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration is approved by the Voting Members as set forth above, the President and Secretary of the Association shall execute an Addendum to this Declaration which shall set forth the Amendment, the effective date of the Amendment (which in no event shall be less than fifteen (15) days after the date of the meeting of the Association at which such Amendment was adopted), the date the notice of such meeting was given, the total number of votes of Voting Members of the

Association, the total number of votes required to constitute a quorum at a meeting of the Association, the total number of votes present at said meeting, the number of votes necessary to adopt the Amendment and the total number of votes cast for and against the Amendment. Such Addendum shall be recorded in the Clerk's Office of the Circuit Court of every locality where this Declaration or a Supplement thereto is recorded.

So long as Declarant, or one of its affiliates, or its successor or assignee is a Type "C" Member under this Declaration, no Amendment to this Declaration shall be made without the written consent of such Type "C" Member.

Section 3. *Notices.* Any notice required to be sent to any Member under the provisions of this Declaration shall be deemed to have been properly sent, and notice thereby given, when delivered personally, or sent by mail, with the proper postage affixed, to the address appearing on the Association's Membership list, or sent by a form of electronic transmission consented to by the Member to whom the notice is given. Notice to one (1) of two (2) or more co-owners shall constitute notice to all co-owners. It shall be the obligation of every Member to immediately notify the Secretary of the Association in writing of any change of address. Any person who becomes a Member following the first day in the calendar month in which said notice is delivered or mailed shall be deemed to have been given notice if notice was given to his predecessor in title.

Section 4. *Enforcement.* Enforcement of these Covenants and Restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate or circumvent any Covenant or Restriction, either to restrain a violation or to recover damages, and to enforce any lien created by these Covenants; and failure by the Association or Declarant to enforce any covenant or restriction herein contained for any

period of time shall not be deemed a waiver or estoppel of the right to enforce same thereafter. The prevailing party in any such proceeding shall be entitled to recover from the other party its costs, including reasonable attorneys' fees, incurred in its efforts to enforce the terms of this Declaration.

Section 5. *Severability.* Should any covenant or restriction herein contained, or any Article, Section, Subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any Court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 6. *Interpretation.* Declarant, its successors and assigns, shall have the right to determine all questions arising in connection with this Declaration of Covenants and Restrictions, and to construe and interpret its provisions, and its determination, construction, or interpretation shall be final and binding. In all cases, the provision of this Declaration of Covenants and Restrictions shall be given that interpretation or construction that will best support the general plan of development intended by this Declaration. Upon the transfer by Declarant to the Association of the powers reserved to Declarant under Article X, the foregoing authority to interpret the provisions of this Declaration shall vest in the Board of Directors of the Association.

Section 7. *Authorized Action.* All actions which the Association is allowed to take under this instrument shall be authorized actions of the Association if approved by the Board of Directors of the Association in the manner provided for in the Bylaws of the Association, unless the terms of this instrument provide otherwise.

Section 8. *Limited Liability.* In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from Declarant and/or the Association contemplated under this Declaration, Declarant and/or the Association shall not be liable to an Owner or to any other person on account of any claim, liability, damage, or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way relating to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals, whether given, granted, or withheld.

Section 9. *Assignment.* Declarant may from time to time assign to the Association all or part of any approvals, etc., reserved by it in the Declaration. The Association is hereby obligated to accept such assignments.

**Signature pages to follow**

**WITNESS** the following signatures and seals.

**LOCHLYN HILL DEVELOPMENT GROUP, LLC**

By: \_\_\_\_\_ (SEAL)  
Frank R. Stoner, IV, Manager

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2014, by Frank R. Stoner, IV, as Manager of Lochlyn Hill Development Group, LLC.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_  
Notary registration number: \_\_\_\_\_

**LOCHLYN HILL NEIGHBORHOOD ASSOCIATION, INC.**

By: \_\_\_\_\_ (SEAL)  
Frank R. Stoner, IV, President

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2014, by Frank R. Stoner, IV, as President of Lochlyn Hill Neighborhood Association, Inc.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_  
Notary registration number: \_\_\_\_\_



## **EXHIBIT A**

Lots 1-14 and Lots 21-26 as shown on that Subdivision Plat prepared by prepared by Kirk Hughes & Associates entitled "Lochlyn Hill Phases 1A and 1B," dated September 4, 2013 and last revised March 26, 2014, attached hereto and recorded herewith among the land records of Albemarle County, Virginia.

Note: Lots 15-20 shown on the Plat are specifically excluded from this Declaration.



**LOCHLYN HILL**  
ARTICLES OF INCORPORATION

## ARTICLES OF INCORPORATION

FOR

LOCHLYN HILL NEIGHBORHOOD ASSOCIATION, INC.

### ARTICLE 1

#### NAME

The name of this corporation is Lochlyn Hill Neighborhood Association, Inc., which is hereby incorporated as a nonstock corporation pursuant to the Virginia Nonstock Corporation Act, Chapter 10 of Title 13.1 of the Code of Virginia (1950), as amended ("Act"). The duration of the corporation is perpetual.

### ARTICLE 2

#### INTERPRETIVE PROVISIONS

Section 2.1. Definitions. Terms used herein without definition shall have the meanings specified for such terms in Section 13.1-803 of the Act. Capitalized terms used herein or in the Bylaws shall have the meanings specified for such terms below. If not specified below, capitalized terms shall have the meanings set forth in the Declaration.

(1) "Articles of Incorporation" means the Articles of Incorporation for the Association filed with the Virginia State Corporation Commission, as amended from time to time.

(2) "Assessments" means the sums levied against the Lots to pay Common Expenses as provided in the Declaration.

(3) "Association" means the Lochlyn Hill Neighborhood Association, Inc., and, with respect to the rights and obligations of the Association set forth in the Declaration, its successors and assigns.

(4) "Association Documents" means collectively these Articles of Incorporation, the Declaration and the Bylaws, all as amended from time to time. Any exhibit, schedule, certification or amendment to an Association Document is an integral part of that document.

(5) "Board of Directors" or "Board" means the executive and administrative entity established by Article 5 of these Articles of Incorporation as the governing body of the Association.

(6) "Bylaws" means the Bylaws of the Association, as amended from time to time.

(7) "Common Area" means, at any given time, all of the Property (other than Lots) then owned by the Association and available to the Association for the benefit, use and enjoyment of the Owners. Common Area also includes at any given time, any easement available to the Association for the benefit or use of the Owners.

(8) "Common Expenses" means all expenses incurred by or on behalf of the Association, together with all sums determined by the Board of Directors to be reasonably necessary for the creation and maintenance of reserves pursuant to the provisions of the Association Documents.

(9) "City/County" means the City of Charlottesville and/or Albemarle County, Virginia, as applicable. All references to approval by the City/County shall mean approval by the appropriate agency of the City or County, as applicable, as determined by the Office of the City or County Attorney at that time.

(10) "Declarant" means Lochlyn Hill Development Group, LLC, a Virginia limited liability company, or such other Person named as the Declarant in or pursuant to the Declaration.

(11) "Declarant Control Period" means the period of time during which the Declarant retains any authority under the Declaration. Said period shall terminate upon the Declarant transferring its assigning its remaining authority to the Association pursuant to the Declaration.

(12) "Declaration" means the Lochlyn Hill Declaration of Covenants and Restrictions made by the Declarant and recorded among the land records in Albemarle County, Virginia. The term "Declaration" shall include all supplements and amendments thereto whether recorded in Albemarle County or the City of Charlottesville, Virginia.

(13) "Majority Vote" means a simple majority (more than fifty percent) of the votes entitled to be cast by Owners present in person or by proxy at a duly held meeting of the Owners at which a quorum is present. Any vote of a specified percentage of Owners means that percentage with respect to the number of votes actually cast by Owners present in person or by proxy at a duly held meeting of the Owners at which a quorum is present. Any vote of a specified percentage of the Board of Directors (or committee) means that percentage with respect to the number of votes entitled to be cast by directors (or committee members) present at a duly held meeting of the Board (or committee) at which a quorum is present.

(14) "Officer" means any Person holding office pursuant to the Bylaws.

(15) "Owner" means one or more Persons who own a Lot in fee simple, but does not mean any Person having an interest in a Lot solely by virtue of a contract or as security for an obligation. The term "Owner" is also used to mean a member of the Association.

(16) "Person" means a natural person, corporation, partnership, association, trust or other entity capable of holding title or any combination thereof.

(17) "Property" means, at any given time, the land designated as such in Exhibit A to the Declaration and all land which is from time to time submitted to the Declaration, together with all improvements and appurtenances thereto now or hereafter existing.

(18) "Rules and Regulations" means the rules and regulations governing the use, occupancy, operation, Upkeep and physical appearance of the Property adopted from time to time by the Board of Directors.

## Section 2.2. Construction of Association Documents.

(a) Captions. The captions are provided only for reference, and shall not be deemed to define, limit or otherwise affect the scope, meaning or effect of any provision of the document in which used.

(b) Pronouns. The use of the masculine gender shall be deemed to include the feminine and neuter genders, and the use of the singular shall be deemed to include the plural and vice versa, whenever the context so requires.

(c) Severability. Each provision of an Association Document is severable from every other provision, and the invalidity or unenforceability of any one or more provisions shall not change the meaning of or otherwise affect any other provision. To the extent that any provision of the Association Documents is found to be overly broad or unenforceable and a narrower or partially enforceable construction may be given to such provision, then the narrower or partially enforceable construction shall be applied and, to the extent lawful, the provision shall be enforced.

(d) Interpretation. If there is any conflict among the Association Documents, the Declaration shall control, except as to matters of compliance with the Act, in which case the Articles of Incorporation shall control. Specific provisions shall control general provisions, except that a construction consistent with the Act shall in all cases control over any construction inconsistent with the Act. The provisions of the Bylaws shall control over any conflicting provision of any rule, regulation or other resolution adopted pursuant to any of the Association Documents. The Association Documents shall be construed together and shall be deemed to incorporate one another in full. Any requirements as to the content of one shall be deemed satisfied if the deficiency can be cured by reference to any of the others.

## ARTICLE 3

### PURPOSES AND LIMITATIONS

The Association does not contemplate pecuniary gain or profit to the Owners. No part of any net earnings shall be paid to any director, Officer or Owner, and as such they will have no interest in or any title to any of the property or assets of the Association except in accordance with the provision herein relating to dissolution. Nothing shall prohibit the Association from reimbursing its directors and Officers for services performed or for all reasonable expenses incurred in performing services for the Association. The purposes for which the Association is organized are to:

- (1) provide for the maintenance of the Common Area and, to the extent provided in the Association Documents, of the Lots;
- (2) establish and administer the architectural, landscaping and maintenance standards governing the Property;
- (3) promote and provide for the health, safety, convenience, comfort and the general welfare of the Owners of the Lots and the occupants of the Property;
- (4) impose, collect and disburse dues, Assessments, and charges in accordance with the provisions of the Bylaws and the Declaration;
- (5) exercise all other powers and perform all duties and obligations of the Association as set forth in the Association Documents; and
- (6) exercise the powers now or hereafter conferred by law on Virginia nonstock corporations as may be necessary or desirable to accomplish the purposes set forth above.

## ARTICLE 4

### MEMBERSHIP AND VOTING

Section 4.1. Membership. Members of the Association shall at all times be as provided in the Declaration. The Declarant shall be the initial Member of the Association, and subsequent Owners of the Lots shall become Members of the Association. Each such member is entitled to attend all meetings of the Association. Membership in the Association is mandatory and automatic with ownership of a Lot.

Section 4.2. Classes of Owners; Voting Rights.

(a) Classes; Voting Rights. The Association shall have the following types of regular Voting Members.

(i) Type "A" Voting Members shall be all Owners of Residential Lots and Townhouse Lots, with the exception of Declarant. Type "A" Voting Members shall be entitled to one (1) vote for each Residential Lot or Townhouse Lot in which they hold the interest required for membership.

(ii) Type "B" Voting Members shall be all Owners of Multifamily Lots, with the exception of Declarant. Type "B" Voting Members shall be entitled to such votes as may be allocated to the Owners of Multifamily Lots pursuant to the Supplemental Declaration subjecting the Multifamily Lots to the terms of this Declaration.

(iii) Type "C" Voting Member shall be Declarant, its successors or assigns. The Class "C" Voting Member shall be entitled to five (5) votes for each Residential Lot or Townhouse Lot in which it holds the interest required for membership, and five (5) times as many votes as may be allocated to Type "B" Members, as Owners of Multifamily Lots pursuant to the Supplemental Declaration(s) subjecting Multifamily Lots to the terms of this Declaration. Any Person qualifying as a member of more than one voting class may exercise those votes to which such Person is entitled for each such class.

(b) Additional Provisions Governing Voting. Additional provisions governing voting rights and procedures shall be as set forth in the Bylaws.

Section 4.3. Required Vote. A Majority Vote of the Owners shall be necessary for the adoption of any matter voted upon, except as otherwise provided in the Association Documents. Directors shall be elected as provided in Article 5 below. The Bylaws shall be amended only in accordance with the terms thereof. The Association is also bound by the requirements set forth in the Declaration and shall not take any action in violation thereof. Voting shall not be conducted by class, unless specifically stated otherwise.

Section 4.4. Cumulative Voting. There shall be no cumulative voting.

ARTICLE 5

BOARD OF DIRECTORS

Section 5.1. Initial Directors. The initial directors of the Association are Frank R. Stoner, IV, John N. Stoner, and Louis J. Lopez, all with a business address of 300 2<sup>nd</sup> St. NE, Charlottesville, VA 22902.

The initial directors shall serve until their successors are elected in accordance with Section 5.2 below.

Section 5.2. Election of Directors and Term of Office. The Association shall be governed by a Board of Directors consisting of no fewer than three (3) and no more than seven (7) persons, as provided in the Association's bylaws, provided, however, that as the number of Directors expands it may not again contract except by an Owner approved amendment to the Association's Articles of Incorporation. The term of such directors shall be staggered two-year terms. Upon replacement of the Initial Directors, the then-existing Board shall establish by majority vote the initial terms for their replacements, so as to most evenly divide the staggered terms going forward. For so long as Declarant owns any Lot or portion of the Property, or until it relinquishes the right, at least one (1) of the Association's directors shall be appointed by Declarant.

Each Voting Member of Type "A," Type "B" and Type "C" membership shall be entitled to as many votes as provided in Section 4.2 of these Articles. Each Voting Member may cast the total number of votes to which he is entitled for each vacancy to be filled. Cumulative voting shall not be allowed.

Persons elected shall serve for the remainder of the terms of the directors replaced. Except for death, resignation or removal, the directors shall hold office until their respective successors shall have been elected. If an election is not held when required, the directors holding over shall have the authority and power to manage the business of the Association until their successors are duly elected.

Section 5.3. Qualifications; Election Procedures. No person shall be eligible for election as a director unless such person is an Owner, an Owner's tenant, an Owner's spouse, an officer, trustee, general partner (or officer or partner of the general partner) or agent of an Owner, or the Declarant (or a designee of the Declarant). No Owner or representative of such Owner shall be elected as a director or continue to serve as a director if such Owner is more than sixty days delinquent in meeting financial obligations to the Association or found by the Board of Directors after a hearing to be in violation of the Association Documents or Rules and Regulations.

Section 5.4. Action by Board of Directors. At all meetings of the Board of Directors a majority of the total number of directors shall constitute a quorum for the transaction of business. A Majority Vote of the directors while a quorum is present shall constitute a decision of the Board of Directors, unless otherwise provided in the Act, these Articles of Incorporation or the Bylaws.

Section 5.5. Removal or Resignation of Directors. Except with respect to initial directors and directors appointed by the Declarant, at any regular or special meeting of the Association duly called, any one or more of the directors may be removed with or without cause by the Owners entitled to cast a majority of the total number of votes entitled to elect such director, or as otherwise provided in the Act, and a successor may then and there be elected to fill the vacancy thus created.

Any director whose removal has been proposed by the Owners shall be given at least ten days notice of the time, place and purpose of the meeting and shall be given an opportunity to be heard at the meeting. The notice given to Owners of such meeting shall state that one of the



purposes of the meeting is to remove such director. A director may resign at any time by giving notice to the Board of Directors, the President or the Secretary. Unless otherwise specified, such resignation shall take effect upon the receipt thereof and the acceptance of such resignation shall not be necessary to make it effective. Except for directors appointed by the Declarant, a director shall be deemed to have resigned upon disposition by the Owner of the Lot which made such person eligible to be a director, or if such director is not in attendance at three consecutive regular meetings of the Board without approval for such absence, and the minutes reflect the director's resignation pursuant to this section. The Declarant may remove and replace at will any initial director or director it appoints.

Section 5.6. Vacancies. Vacancies on the Board of Directors caused by any reason other than: (i) the removal of a director by the Owners; or (ii) removal or resignation of an initial director or a director by the Declarant shall be filled by a Majority Vote of the remaining directors at the meeting of the Board held for such purpose promptly after the occurrence of such vacancy or, if the directors remaining in office constitute fewer than a quorum, an affirmative vote of the majority of the directors remaining in office even though the directors present at such meeting constitute less than a quorum. Each person so elected shall be a director until a successor shall be elected at the next annual meeting of the Association. Vacancies caused by removal of a director by the Owners shall be filled by a vote of the Owners and the successor director shall serve the remainder of the term of the director being replaced. The Declarant shall appoint the successor to and any director it has appointed. The term of a replacement director shall expire so that the staggered terms shall remain unaffected.

## ARTICLE 6

### INITIAL REGISTERED OFFICE AND AGENT

The initial registered office of the Association is located in the City of Charlottesville, Virginia at 200 Garrett Street, Suite C, Charlottesville, Virginia 22902, at which office the initial registered agent of the Association is Peter J. Caramanis, who meets the requirements of Section 13.1-833 of the Act by reason of the fact that resident of Virginia and member of the Virginia State Bar and whose business address is identical with that of the registered office.

## ARTICLE 7

### AMENDMENT

These Articles may be amended if the amendment is adopted by at least a Sixty-Seven Percent Vote of the Owners, pursuant to Section 13.1-886 of the Act. No amendment to these Articles may diminish or impair the rights of the Declarant without its approval.

ARTICLE 8

DISSOLUTION

The Association may be dissolved pursuant to a merger or consolidation with an entity formed for similar purposes, if the resolution to dissolve is adopted by at least a Sixty-Seven Percent Vote of the Owners, including the Declarant, if the Declarant still maintains any ownership interest in the Property or any portion thereof; otherwise, dissolution of the Association must be approved by Owners entitled to cast sixty-seven percent of the total number of votes in the Association, including a majority of the total number of votes entitled to be cast by Owners other than the Declarant. The Association shall take no action to dissolve the Association or transfer Common Area which would violate the provisions of the Declaration.

IN WITNESS WHEREOF, the incorporator of the Association has signed these Articles of Incorporation on January 28, 2014.

  
\_\_\_\_\_  
Peter J. Caramanis, Incorporator

# Commonwealth of Virginia



## STATE CORPORATION COMMISSION

*Richmond, February 14, 2014*

*This is to certify that the certificate of incorporation of*

**Lochlyn Hill Neighborhood Association, Inc.**

*was this day issued and admitted to record in this office and that the said corporation is authorized to transact its business subject to all Virginia laws applicable to the corporation and its business. Effective date: February 14, 2014*



*State Corporation Commission*

*Attest:*

*Joel H. Beck*  
Clerk of the Commission



**LOCHLYN HILL**  
BYLAWS

BYLAWS  
FOR  
LOCHLYN HILL NEIGHBORHOOD ASSOCIATION, INC.

ARTICLE 1

INTERPRETIVE PROVISIONS

Terms used herein without definition shall have the meanings specified for such terms in Section 13.1-803 of the Virginia Nonstock Corporation Act ("Act"). Definitions, terms and other interpretive provisions set forth in Article 2 of the Articles of Incorporation for the Lochlyn Hill Neighborhood Association, Inc. ("Articles of Incorporation") and in Article I of the Lochlyn Hill Declaration of Covenants and Restrictions ("Declaration") are equally applicable to these Bylaws.

ARTICLE 2

MEETINGS OF OWNERS

Section 2.1. Annual Meetings. The first annual meeting of the Association shall be held not later than the first anniversary of the incorporation of the Association, at such time and place as may be fixed by a resolution of the Board of Directors. Subsequent annual meetings of the Association shall be held on weekdays (other than legal holidays recognized as such in Virginia) at least ten months but not more than fourteen months after the preceding annual meeting.

Section 2.2. Special Meetings. The Association shall hold a special meeting: (1) upon the call of the President; (2) if so directed by resolution of the Board of Directors; (3) upon a petition presented to the Secretary and signed by Owners entitled to cast at least ten percent of the total number of votes (excluding the Declarant's votes); or (4) upon request of the Declarant during the Declarant Control Period. The signatures on a petition requesting a special meeting shall be valid for a period of one hundred-eighty days after the date of the first such signature. Such resolution, petition or request must: (1) specify the time and place at which the meeting is to be held; (2) either specify a date on which the meeting is to be held which will permit the Secretary to comply with Section 2.3, or else specify that the Secretary shall designate the date of the meeting; (3) specify the purposes for which the meeting is to be held; and (4) be delivered to the Secretary. No business other than that stated in such resolution, request or petition shall be transacted at such special meeting.

Section 2.3. Notice of Meetings.

(a) Content and Timing. Written notice stating the place, date and time of each annual meeting and, in case of a special meeting, the purposes for which the meeting is called, shall be given by the Secretary (or as directed by the Secretary) to each Owner entitled to vote at such meeting not less than ten nor more than sixty days before the date of the meeting. The giving of notice in the manner provided in this section and Article 10 shall be considered service of notice.

(b) Extraordinary Actions. Notwithstanding the provisions of Subsection (a), notice of a meeting to act on an amendment to the Articles of Incorporation, a plan of merger or consolidation or dissolution of the Association shall be given in the manner provided above not less than twenty-five nor more than sixty days before the date of the meeting. Any such notice shall be accompanied by a copy of the proposed amendment, plan of merger or consolidation or dissolution.

Section 2.4. Waiver of Notice of Meetings.

(a) Written Waiver. Whenever any notice is required to be given of any meeting of the Association, a written waiver signed by an Owner entitled to such notice, whether given before or after the meeting, shall be equivalent to the giving of such notice to that Owner and such waiver shall be delivered to the Secretary for inclusion in the minutes or filing with the Association records.

(b) Waiver by Attendance. An Owner who attends a meeting shall be conclusively presumed to have had timely and proper notice of the meeting or to have duly waived notice thereof, unless such Owner attends for the express purpose of objecting to the transaction of any business on the grounds that the meeting was not lawfully called or convened and so notifies the person conducting the meeting at or prior to the commencement of the meeting.

Section 2.5. Quorum. A quorum shall be deemed to be present throughout any meeting of the Association if Owners entitled to cast at least thirty percent of the total number of votes are present, in person or by proxy, at the beginning of such meeting. Once an Owner is present at a meeting, such Owner is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless a new Record Date is set for that adjourned meeting. When voting on any matter requiring a vote by a specified percentage of each class of Owners or of a specific class of Owners, a quorum of each class of Owners or the specific class of Owners must be present in person or by proxy.

If at any meeting of the Association a quorum is not present, a majority of the Owners who are present at such meeting in person or by proxy may recess or adjourn the meeting to such date, time and place as such Owners may agree not more than thirty days after the date and time the original meeting was called. The Secretary shall announce the date, time and place to which the meeting is recessed or adjourned and make other reasonable efforts to notify all Owners of such date, time and place at which such meeting shall be resumed at the meeting.

Section 2.6. Order of Business. The presiding officer at any meeting of the Association shall determine the order of business, provided it is consistent with any such order of business which may have been provided in the notice of the meeting.

Section 2.7. Conduct of Meetings. The President shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meetings and record all resolutions adopted at the meetings and proceedings occurring at such meetings. The President may appoint a parliamentarian at any meeting of the Association. The then current edition of Robert's Rules of Order, Newly Revised, shall govern the conduct of all meetings of the Association when not in conflict with the Act or the Association Documents.

Section 2.8. Record Date to Determine Owners; List of Owners. The date and time for determining which Persons are Owners and therefore entitled to vote ("Record Date") shall be the close of business on the tenth business day before the effective date of the notice to the Owners of the meeting, unless the Board of Directors shall determine otherwise. The Board shall not fix a Record Date more than seventy days before the date of the meeting or other action requiring a determination of the Owners, nor shall the Board set a Record Date retroactively. At

least ten days before each meeting, the Secretary shall make a complete list of Owners, with the address of each, available for review by the Owners before and during the meeting. The list shall be current as of the Record Date.

Section 2.9. Action by Owners Without Meeting. Any action required or permitted to be taken at a meeting of the Association may be taken without a meeting if written consent, setting forth the action so taken and signed by all of the Owners entitled to vote with respect to the subject matter thereof, is delivered to the Secretary for inclusion in the minutes or filing with the Association records. Such consent shall have the same force and effect as a unanimous vote of the Owners.

### ARTICLE 3

#### VOTING

Section 3.1. Voting Rights. The voting rights of the Owners of the Association shall be as set forth in Section 4.2 of the Articles of Incorporation.

#### Section 3.2. Additional Provisions Governing Voting.

(a) Association Votes. If the Association is an Owner, the Association shall cast its votes with the majority with respect to any Lot it owns, and in any event such votes shall be counted for the purpose of establishing a quorum.

(b) Multiple-Person Owners. Since an Owner may be more than one Person, if only one of such Persons is present at a meeting of the Association or signs a consent, approval or a proxy, that Person shall be entitled to cast the Owner's votes. If more than one of such Persons is present or otherwise gives a consent or approval, the vote, proxy, approval or consent appertaining to that Owner shall be cast only in accordance with unanimous agreement of such Persons, and such agreement shall be conclusively presumed if any of them purports to cast the vote appertaining to that Owner or to give an approval, consent, or proxy without protest being made forthwith by any of the other Persons constituting such Owner to the person presiding over the meeting or being otherwise indicated to the Association prior to the taking of the action.

(c) Entity Ownership. If an Owner is not a natural person, the vote by such Owner may be cast by any natural person authorized by such Owner. Any vote cast by a natural person on behalf of such Owner shall be deemed valid unless successfully challenged prior to the adjournment of the meeting at which the vote was cast or within five days of such meeting by the Owner entitled to cast such vote, provided that the Association has no actual, prior written notice from the Owner setting forth its authorized agents which is in conflict with the voting person's purported authority. Wherever the approval or disapproval of an Owner is required by the Association Documents, such approval or disapproval may be made by any Person who would be entitled to cast the vote of such Owner at any meeting of the Association.

(d) Delinquency. No Class A Owner may vote at any meeting of the Association or be elected to serve on the Board of Directors if payment by such Owner of any financial obligation to the Association is delinquent more than sixty days and the amount necessary to bring the account current has not been paid at the time of such meeting or election.

Section 3.3. Manner of Voting.

(a) At a Meeting. Voting by Owners at a meeting shall be by voice vote (except for the election of directors which shall be by written ballot) unless the presiding officer determines otherwise or any Owner present at the meeting, in person or by proxy, requests, and by a Majority Vote the Owners consent to, a vote by written ballot indicating the name of the Owner voting, the number of votes appertaining to such Owner, and the name of the proxy of such ballot if cast by a proxy. There shall be no cumulative voting.

(b) By Referendum. In the sole discretion of the Board of Directors, elections of directors (or other matters permitted by law) requiring a vote of the Owners may be submitted to a referendum of the Owners on a ballot, by mail or at polling places. Ballots shall be returned to the Secretary by the date specified on the ballot. The Board of Directors shall determine the method of voting, the form of all ballots, the deadline for return of ballots and the number and location of polling places, if any.

Section 3.4. Proxies. A vote may be cast in person or by proxy. A proxy may be instructed (directing the proxy holder how to vote) or uninstructed (leaving the decision of how to vote to the proxy holder's discretion). If uninstructed, the proxy form or instructions shall contain a brief explanation of the effect of leaving the proxy uninstructed. Only instructed proxies may be granted by any Owner to the managing agent. No Person other than the Declarant, a Mortgagee (with respect to the Lots on which the Mortgagee holds a Mortgage), the managing agent or an Officer may cast votes as a proxy for more than five Lots. Proxies shall be: (i) in writing, (ii) dated, and (iii) signed by the Owner or a Person authorized by the Owner and shall be valid for eleven months unless a longer time period is provided in the proxy and shall be filed with the Secretary. Such proxy shall be deemed revoked only upon actual receipt by the person presiding over the meeting of notice of revocation from the Owner. A sample proxy is attached as Exhibit A.

ARTICLE 4

BOARD OF DIRECTORS

Section 4.1. Powers and Duties of the Board of Directors. The business and affairs of the Association shall be managed by the Board of Directors elected in accordance with the procedures and for the terms of office set forth in Article 5 of the Articles of Incorporation. The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not required by the Act or the Association Documents to be exercised and done by the Owners. The Board of Directors shall delegate to one of its members or to a Person employed for such purpose the authority to act on behalf of the Board on such matters relating to the duties of the managing agent (as defined in Article 5), if any, which may arise between meetings of the Board as the Board deems appropriate. In addition to the duties imposed by any other provision of the Association Documents or by any resolution of the Association that may hereafter be adopted, the Board shall perform the following duties and take the following actions on behalf of the Association:

(1) Provide goods and services in accordance with the Association Documents and provide for Upkeep of the Common Area, and, to the extent provided in the Association Documents, of the Lots.

(2) Designate, hire, dismiss and, where appropriate, compensate the personnel necessary to provide for the Upkeep of the Common Area and the general administration of the Association and, to the extent provided in the Association Documents, of



the Lots; and to provide goods and services, as well as purchase equipment, supplies and materials to be used by such personnel in the performance of their duties.

(3) Collect the Assessments, deposit the proceeds thereof in depositories designated by the Board of Directors and use the proceeds to carry out the Upkeep of the Property and other land (to the extent the Association is so authorized by the Association Documents) and the general administration of the Association.

(4) Adopt and amend any reasonable Rules and Regulations not inconsistent with the Association Documents.

(5) Open bank accounts on behalf of the Association and designate the signatories thereon.

(6) Enforce the provisions of the Association Documents.

(7) Act with respect to all matters arising out of any eminent domain proceeding affecting the Common Area.

(8) Notify the Owners of any litigation against the Association involving a claim in excess of twenty percent of the total annual Assessments for that year.

(9) Obtain and carry insurance against casualties and liabilities, as provided in the Declaration, pay the premiums therefor and adjust and settle any claims thereunder.

(10) Pay the cost of goods and services rendered to the Association.

(11) Notify the appropriate Mortgagee of any default by an Owner in paying Assessments (which remains uncured for sixty days) or for any other default, simultaneously with the notice sent to the defaulting Owner.

(12) Provide an Association Disclosure Packet or Assessment Statement with respect to a Lot as required by law after a written request and payment of the appropriate fee in accordance with the Declaration.

(13) Prepare an annual budget in accordance with the Declaration.

(14) Adopt an annual budget and make Assessments to defray the common expenses of the Association, establish the means and methods of collecting such Assessments and establish the period of the installment payment, if any, of the annual Assessments in accordance with the Declaration.

(15) Borrow money on behalf of the Association, when required for any valid purpose; provided, however, that, either a Majority Vote of the Owners obtained at a meeting held for such purpose or written approval by Owners entitled to cast more than fifty percent of the total number of votes shall be required to borrow any sum in excess of twenty percent of the total annual Assessments for that fiscal year or, subject to the Declaration, mortgage any of the Common Area owned in fee simple by the Association. The Board of Directors, by a vote of two-thirds of the total number of directors, shall have the right and power to assign and pledge all revenues to be received by the Association, including but not limited to annual and special Assessments in order to secure the repayment of any sums borrowed by the Association from time to time.

(16) Sign deeds, leases, plats of resubdivision and applications for construction permits or similar documents for the Common Area owned in fee simple by the Association, as may be necessary or desirable in the normal course of the orderly development of the Property, at the request of the Declarant or on its own determination.

(17) Dedicate, lease or transfer any portion of the Common Area owned in fee simple by the Association or grant, relocate or terminate easements, rights-of-way or licenses over and through all the Common Area pursuant to the Declaration and subject to the restrictions set forth in the Declaration.

(18) In its sole discretion, designate certain portions of the Common Area owned in fee simple by the Association as Reserved Common Area, subject to the Declaration, and impose such restrictions and conditions on the use thereof as the Board of Directors deems appropriate.

(19) In accordance with the Declaration, suspend the right of any Owner or other occupant of a Lot, and the right of such Person's household members, guests, employees, tenants, agents and invitees to use the Common Area.

(20) Acquire, hold and dispose of Lots to enforce the collection of Assessments and mortgage the same without the prior approval of the Owners.

(21) Do anything else not inconsistent with the Act or the Association Documents.

#### Section 4.2. Meetings of Directors.

(a) Types of Meetings. The first (organizational) meeting of the Board of Directors following an annual meeting of the Association shall be held within thirty days thereafter at such time and place as shall be determined by a majority of the directors for the purposes of electing Officers, appointing committee members and establishing the manner of operation of the Board for the ensuing year. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors; provided, however, that after the Declarant Control Period, such meetings shall be held at least quarterly during each fiscal year. Special meetings of the Board of Directors may be called by the President and shall be called by the President or Secretary upon written request of at least two directors. All meetings of the Board of Directors shall be open to Owners as observers, except that the President or presiding officer may call the Board into executive session on sensitive matters such as personnel, litigation strategy or hearings with respect to violations of the Association Documents or as otherwise permitted by law. Any final action taken by the Board of Directors in executive session shall be recorded in the minutes. The Board of Directors may hold their meetings in the Commonwealth of Virginia or outside the state as the Board may from time to time determine.

(b) Notice. Notice of meetings of the Board of Directors shall be given to each director personally or by mail, facsimile, electronic mail, telecopy or telephone, orally or in writing, at least three business days prior to the date named for such meeting. Such notice shall state the place, date and time and, in the case of special meetings, the purpose thereof. Notice of meetings shall also be posted or otherwise published in a manner reasonably expected to notify all members of the Association of the place, date and time of meetings of the Board of Directors or as otherwise required by law. No notice of the organizational meeting of the Board of Directors shall be necessary if such meeting is held immediately following the annual meeting. If all directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

(c) Waiver of Notice. Any director may at any time, in writing, waive notice of any meeting of the Board of Directors, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board of Directors shall constitute a waiver of notice of the time, place and purpose of such meeting, unless the director attends for the express purpose of objecting to the transaction of any business on the grounds that the meeting was not lawfully called or convened and so notifies the person conducting the meeting at or prior to the commencement of the meeting or, in the case of a special meeting, at or prior to consideration of the matter subject to objection.

(d) Quorum of the Board of Directors. At all meetings of the Board of Directors, a majority of the total number of directors shall constitute a quorum for the transaction of business, and a Majority Vote while a quorum is present shall constitute the decision of the Board of Directors, unless provided otherwise in the Act or the Association Documents. If at any meeting of the Board of Directors there is less than a quorum present, a majority of those present may recess or adjourn the meeting from time to time. When the recessed or adjourned meeting is reconvened, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice. If a meeting is conducted by telephone conference or video conference or similar electronic means, at least two of the members of the Board of Directors shall be physically present at the meeting place included in the notice. The audio equipment shall be sufficient for any member in attendance to hear what is said by any member of the Board of Directors participating in the meeting who is not physically present.

(e) Conduct of Meetings. The President shall preside over meetings of the Board of Directors and the Secretary shall keep the minutes of the meetings and record all resolutions adopted at the meetings and proceedings occurring at the meetings. The then current edition of Robert's Rules of Order, Newly Revised, shall govern the conduct of the meetings of the Board of Directors when not in conflict with the Act or the Association Documents.

Section 4.3. Action by Directors Without Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if a consent in writing setting forth the action taken shall be signed either before or after such action is taken by all of the directors. For purposes of this section, any email chain which makes clear the nature of the approved action and the consent of each and every Director shall constitute unanimous, signed, written consent to such action. Any such written consent shall have the same force and effect as a unanimous vote and shall be filed with the minutes of the Board of Directors.

Section 4.4. Number of Directors. During the Declarant Control Period, the Board of Directors shall consist of not fewer than three nor more than five directors. After the Declarant Control Period, the Board may consist of five directors.

## ARTICLE 5

### MANAGING AGENT

Section 5.1. Compensation. The Board of Directors may employ for the purpose of administering the Property a managing agent at a compensation to be established by the Board. The managing agent may be or be affiliated with the Declarant.

Section 5.2. Requirements. The managing agent shall be a bona fide business enterprise or independent contractor, which may be or be affiliated with the Declarant, which manages common interest communities. The managing agent or its principals shall have a minimum of two years' experience in community management and shall employ persons possessing a high

level of competence in the technical skills necessary to proper management of the Property. The managing agent must be able to advise the Board of Directors regarding the administrative operation of the Property and shall employ personnel knowledgeable in the areas of insurance, accounting, contract negotiation, labor relations and property management. Otherwise, the managing agent may be a full-time employee of the Association who shall organize, staff, train and administer the in-house personnel solely to manage the Property. The managing agent shall at all times satisfy the requirements of Virginia law governing the management of common interest communities and the activities of community managers.

Section 5.3. Duties. The managing agent shall perform such duties and services, as the Board of Directors shall direct. Such duties and services may include, without limitation, the duties listed in Paragraphs 4.1. The Board of Directors may delegate to the managing agent all of the powers granted to the Board of Directors by these Bylaws other than the powers set forth in Paragraphs 4.1 (4), (5), (14), (15), (16), (17), (18), (19), and (20). The managing agent shall perform the obligations, duties and services relating to the management of the Property, the rights of Mortgagees and the maintenance of reserve funds in compliance with the provisions of the Act and the Association Documents.

Section 5.4. Standards. The Board of Directors shall impose appropriate standards of performance upon the managing agent. Unless the managing agent is instructed otherwise by the Board of Directors:

(1) the accrual method of accounting shall be employed and expenses required by these Bylaws to be charged to one or more but less than all of the Owners shall be accounted for and reported separately;

(2) two or more persons shall be responsible for handling cash to maintain adequate financial control procedures;

(3) cash accounts of the Association shall not be commingled with any other entity's accounts;

(4) no remuneration shall be accepted by the managing agent from vendors, independent contractors or others providing goods or services to the Association whether in the form of commissions, finder's fees, service fees or otherwise; any discounts received shall benefit the Association;

(5) any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors; and

(6) a financial report shall be prepared for the Association at least quarterly, containing: (i) an "income statement" reflecting all income and expense activity for the preceding period on an accrual basis; (ii) an "account activity statement" reflecting all receipt and disbursement activity for the preceding period on a cash basis; (iii) an "account status report" reflecting the status of all accounts in an "actual" versus "projected" (budget) format; (iv) a "balance sheet" reflecting the financial condition of the Association on an unaudited basis; (v) a "budget report" reflecting any actual or pending obligations which are in excess of budgeted amounts by an amount exceeding the operating reserves or ten percent of a major budget category (as distinct from a specific line item in an expanded chart of accounts); and (vi) a "delinquency report" listing all Owners who are delinquent in paying assessments and describing the status of any actions to collect such assessments.

Section 5.5. Limitations. The Board of Directors may employ a managing agent for an initial term not to exceed two years; provided, however, that the terms of any such management agreement may be renewable by mutual agreement of the parties for successive one-year terms. Any contract with the managing agent must provide that it may be terminated, without payment of a termination fee, without cause on no more than ninety days written notice and with cause on no more than thirty days written notice.

## ARTICLE 6

### OFFICERS

Section 6.1. Designation and Duties of Officers. The principal officers of the Association shall be the President (who shall also serve as Chairman of the Board of Directors), the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may also elect an assistant treasurer, an assistant secretary and such other Officers as in its judgment may be necessary. The President and Vice President shall be Owners (or an officer, partner or employee of an Owner), except for those directors designated or elected by the Declarant, and directors. Any other Officers may, but need not, be Owners, representatives of Owners or directors. Each Officer shall perform such duties as are normally associated with such office in parliamentary organizations, except to the extent (if any) inconsistent with the Act or the Association Documents, and shall perform such other duties as may be assigned to such Officer by resolution of the Board of Directors. If any Officer is unable for any reason to perform the duties of the office, the President (or the Board of Directors if the President fails to do so) may appoint another qualified person to act in such Officer's stead on an interim basis.

Section 6.2. Election of Officers. The Officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board. Any Officer may hold more than one position; provided, however, that the offices of President, Vice President and Secretary shall be held by three different individuals. Except for death, resignation or removal, the Officers shall hold office until their respective successors shall have been elected by the Board.

Section 6.3. Resignation or Removal of Officers. Any Officer may resign by delivering written notice to the Board of Directors. Unless otherwise specified, such resignation shall take effect upon the receipt thereof, and acceptance of such resignation shall not be necessary to make it effective. Upon the affirmative vote of a majority of the total number of directors, any Officer may be removed, either with or without cause, and a successor may be elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

Section 6.4. Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The person appointed to fill a vacancy shall serve for the remainder of the term of the Officer such person replaces.

Section 6.5. President. The President shall be the chief executive officer of the Association; preside at all meetings of the Association and of the Board of Directors; have general and active direction of the business of the Association subject to the control of the Board; see to the execution of the resolutions of the Association and the Board of Directors; see that all orders and resolutions of the Board are carried into effect; and, in general, perform all the duties incident to the Office of President.

Section 6.6. Vice President. The Vice President shall take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other director to act in the place of the President on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed by the Board of Directors or by the President.

Section 6.7. Secretary. The Secretary shall keep the minutes of all meetings of the Association and of the Board of Directors; have charge of such books and papers as the Board may direct and as may be required by law; give or cause to be given all notices required to be given by the Association; give each Owner notice of any Assessment against such Owner's Lot as soon as practicable after any such Assessment is made; give each Owner notice and a copy of the Rules and Regulations and any amendment thereof; maintain a register setting forth the place to which all notices to Owners and Mortgagees hereunder shall be delivered; file or cause to be filed the annual reports required by law; make it possible for any Owner or Mortgagee to inspect and copy at reasonable times and by appointment the records of the Association; and, in general, perform all the duties incident to the Office of Secretary.

Section 6.8. Treasurer. The Treasurer shall be responsible for Association funds and securities; keep or cause to be kept full and accurate financial records and books of account showing all receipts and disbursements; prepare or cause to be prepared all required financial data, including the Statement of Common Expenses required by Section 6.6 of the Declaration; deposit all monies and other valuable effects in the name of the Board of Directors or the Association in such depositories as may from time to time be designated by the Board; and, in general, perform all the duties incident to the Office of Treasurer.

Section 6.9. Managing Agent. The managing agent may perform the duties of the Secretary or Treasurer at the direction of the Board of Directors or such Officers.

## ARTICLE 7

### COMMITTEES

Section 7.1. Committees. To the extent no committees are formed by the Board or responsibilities of the Association are not delegated to Committees or specifically reserved to the Members by the Association Documents, the Board shall remain responsible and empowered in those undelegated areas.

Section 7.2. Other Committees. The Board of Directors may create and abolish from time to time such committees consisting of two or more persons as the Board may deem appropriate to aid in the administration of the affairs of the Association. Such committees shall have the powers and duties fixed by resolution of the Board from time to time.

Section 7.3. Appointment and Removal. The Board shall appoint the chair of each committee and may either appoint the other committee members or leave such appointment to the committee chair. The Board of Directors may remove a committee member with or without cause on three days written notice; provided, however, that the Board of Directors may not appoint or remove any members of committees appointed by the Declarant during the Declarant Control Period.

Section 7.4. Committee Meetings. The procedures for committee meetings shall be the same as set forth for meetings of the Board of Directors in Section 4.2, and the chair shall serve as the presiding officer of the committee.

Section 7.5. Action by Committee Without a Meeting. Any action required or permitted to be taken at a committee meeting may be taken without a meeting if consent in writing, setting forth the action taken, shall be signed either before or after such action by all of the committee members. For purposes of this section, any email chain which makes clear the nature of the approved action and the consent of each and every committee member shall constitute unanimous, signed, written consent to such action. Any such written consent shall have the same force and effect as a unanimous vote and shall be filed with the minutes of the committee.

## ARTICLE 8

### FIDUCIARY DUTIES

Section 8.1. Signature Requirements. Unless otherwise provided by resolution of the Board of Directors: (1) all agreements, contracts, deeds, leases, checks and other instruments of the Association for expenditures or obligations in excess of five percent of the total annual Assessments for that fiscal year and all checks drawn upon reserve accounts shall be signed by any two persons designated by the Board of Directors; and (2) all such instruments for expenditures or obligations of five percent or less of the total annual Assessments for that fiscal year, except from reserve accounts, may be signed by any one person designated by the Board of Directors. Notwithstanding the foregoing, instruments creating or paying obligations for less than Two Thousand Five Hundred Dollars (\$2,500.00), except for withdrawals from reserve accounts, may be signed by only one person. The managing agent, if so designated by the Board of Directors, or any Officer of the Association may sign a Statement of Assessments or an Association Disclosure Packet on behalf of the Association.

Section 8.2. Conflicts of Interest. Each director or Officer shall exercise such director's or Officer's powers and duties in good faith and in the best interests of the Association. Any common or interested director or Officer may be counted in determining the presence of a quorum at any meeting of the Board of Directors, a committee or the Owners which authorizes, approves or ratifies any contract or transaction. Whether any transaction is voidable based on a conflict of interest by any participating owner, director or committee member shall be as determined by applicable law.

#### Section 8.3. Liability and Indemnification.

(a) No Personal Liability. The directors, Officers and members of any committee shall not be liable to the Association or any Owner for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. Directors and Officers shall have no personal liability with respect to any contract made by them on behalf of the Association. No Owner shall be liable for the contract or tort liability of the Association by reason of ownership or membership therein. Every agreement made by the Board of Directors, the Officers or the managing agent on behalf of the Association shall, if obtainable, provide that the directors, the Officers or the managing agent, as the case may be, are acting only as agents for the Association and shall have no personal liability there under.

(b) Indemnification. The Association shall indemnify the directors, Officers and members of any committee to the extent that it is contemplated a nonstock corporation may indemnify its directors, officers, members and employees by law; provided, however, that before the Association uses association funds for indemnification, all insurance proceeds must be obtained and applied toward such indemnification. The foregoing right of indemnification shall not be exclusive of any other rights to which a person may be entitled by law, agreement, vote of the Owners or otherwise.

(c) Directors and Officers Liability Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, Officer or member of a committee against any liability asserted against such person and incurred by such person in any such capacity or arising out of such person's status as such, whether or not the Association would have the power to indemnify such person against such liability under the provisions of this section. Further, the availability of the Association's indemnity shall not relieve any insurer of any liability under an insurance policy held by the Association.

Section 8.4. Compensation of Directors and Officers. The Association may pay a recording secretary. Otherwise, no salary or other compensation shall be paid by the Association to any director or Officer of the Association for serving or acting as such, unless such compensation is approved by a Majority Vote of the Owners. The foregoing shall not preclude the payment of salary or other compensation for the performance by such director or Officer of other services to the Association nor shall it preclude the reimbursement of reasonable, ordinary and necessary expenses incurred in serving or acting as a director or Officer.

## ARTICLE 9

### BOOKS AND RECORDS

Section 9.1. Maintenance. The Association shall keep books and records as required by law and as otherwise determined from time to time by the Board or the Members. The Association shall keep records of: (i) its governing documents (i.e., Association Documents, Rules and Regulations and Design Guidelines); (ii) its actions (board resolutions, meeting minutes, etc.); and (iii) its financial condition (receipts and expenditures affecting the finances, operation and administration of the Association, budget, financial statements, etc). All books and records shall be kept in accordance with generally accepted accounting principles, and the same shall be reviewed annually by an accountant or shall be audited upon (i) a Majority Vote of the Owners, (ii) at the request of a majority of the Mortgagees or (iii) upon the determination of the Board of Directors, by a certified public accountant retained by the Board who shall not be an Owner, an occupant of a Lot, or the managing agent or employee of the managing agent. The cost of such review or audit shall be a Common Expense. The Association shall also file and maintain the annual reports required to be filed with the Virginia State Corporation Commission and with the Virginia Common Interest Community Board and as otherwise required by law.

Section 9.2. Availability. The books and records of the Association shall be available for examination by the Owners, their attorneys, accountants, Mortgagees and authorized agents during general business hours on business days at the times and in the manner established by the Board of Directors for the general knowledge of the Owners as required by law. The list of Owners required by Section 2.8 shall be available for inspection for a period of ten days prior to the meeting and at the meeting. The Board of Directors may fix from time to time a reasonable charge to cover the direct and indirect costs of providing any documents.

Section 9.3. Accounting Report. Within one hundred twenty days after the end of each fiscal year, the Board of Directors shall make available to all Owners and to each Mortgagee requesting the same, an itemized accounting of the Assessments for such fiscal year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget adopted by the Board of Directors for such fiscal year, and showing the net amount over or short of the actual expenditures plus reserves.

Section 9.4. Fiscal Year. The first fiscal year of the Association shall begin on the date of the conveyance of the first Lot to an Owner other than the Declarant and end on the last day of December, unless otherwise determined by the Board of Directors. Each subsequent fiscal year



shall commence on January 1 and end on December 31, unless otherwise determined by the Board of Directors.

Section 9.5. Association Agent. The Secretary shall be responsible for filing the annual report with the Virginia Common Interest Community Board as required by law.

## ARTICLE 10

### NOTICES

Except as specifically provided otherwise by law or the Association Documents, all notices, demands, bills, statements or other communications under the Association Documents shall be in writing and shall be deemed to have been duly given if hand delivered personally to the Owner or the Owner's address of record or delivered by telegraph, teletype or other form of wire or wireless communication or by private carrier or sent United States mail, postage prepaid, or if notification is of a default, hearing or lien, sent by registered or certified United States mail, return receipt requested, postage prepaid: (1) if to an Owner, at the address which the Owner shall designate in writing and file with the Secretary or, if no such address is designated for an Owner, at the address of a Lot owned by such Owner; (2) if to the Association, the Board of Directors or to the managing agent, at the principal office of the managing agent or at such other address as shall be designated by notice in writing to the Owners pursuant to this section; or (3) if to a Mortgagee, at the address indicated by the Mortgagee in a written notice to the Association. If mailed, such notice shall be deemed to be given when deposited in the United States mail addressed to the address shown in the Association records. If a Lot is owned by more than one Person, notice to one of the Persons comprising the Owner shall be sufficient notice to the Owner. Notice of meetings may also be included as part of the Association's newsletter if the newsletter is delivered to every Lot.

## ARTICLE 11

### AMENDMENTS

These Bylaws may only be amended by a Majority Vote of the Owners if the proposed amendment or a summary thereof has been inserted in the notice of meeting or all of the Owners are present in person or by proxy. Except for Articles 4 and 11 and Sections 2.3, 2.5 and 8.3, these Bylaws may also be amended by a Majority Vote of the Board of Directors; provided, however, that the proposed amendment has been inserted in the meeting notice; and provided, further, that at least two-thirds of the total number of directors are present at such meeting. No amendment to these Bylaws may diminish or impair the rights of the Declarant without the prior written approval of the Class C Owner, if any. No amendment to these Bylaws may diminish or impair the rights of the Mortgagees under the Bylaws.


CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of LOCHLYN HILL  
NEIGHBORHOOD ASSOCIATION, INC., a Virginia Nonstock corporation; and

THAT the foregoing Bylaws constitute the original Bylaws of the Association, as duly  
adopted by the Board of Directors pursuant to the Organizational Minutes dated April 4<sup>th</sup>,  
2014.

IN WITNESS WHEREOF, I have hereunto subscribed my name on April 4<sup>th</sup>,  
2014.

  
\_\_\_\_\_  
SECRETARY

LOCHLYN HILL NEIGHBORHOOD ASSOCIATION, INC.

INSTRUCTIONS FOR PROXIES

1. USE THE PROXY ONLY IF YOU DO NOT WISH TO VOTE IN PERSON.
2. A PROXY SHOULD BE SIGNED BY ALL OWNERS OF RECORD OF THE LOT OR LOTS, BUT SIGNATURE BY ONE OWNER IS SUFFICIENT.
3. THE PROXY MAY BE REVOKED ONLY BY ACTUAL NOTICE TO THE PRESIDENT OF THE ASSOCIATION (OR OTHER PERSON PRESIDING OVER THE MEETING IF NOT THE PRESIDENT).
4. Print your name, address and Lot number(s).
5. Print the name of the person you wish to designate as your proxy.
6. If you wish to have someone else vote on your behalf (Uninstructed Proxy): Check appropriate box. By granting an uninstructed proxy, the person to whom such uninstructed proxy is granted may cast your vote as such person so determines.
7. If you wish to indicate your vote (Instructed Proxy): Check the appropriate box and fill in the names of the candidates for the Board of Directors for whom you wish to vote or your vote for or against the question to be decided.
8. Give the proxy form to the person you have designated as your proxy.
9. A copy of the proxy must be filed with the secretary before commencement of the meeting. Please mail or deliver the envelope containing the proxy form to Lochlyn Hill Neighborhood Association, Inc., c/o \_\_\_\_\_, Secretary,  
\_\_\_\_\_.

LOCHLYN HILL NEIGHBORHOOD ASSOCIATION, INC.

PROXY FORM

Address \_\_\_\_\_ Lot No. \_\_\_\_  
(I) (WE) \_\_\_\_\_ AND \_\_\_\_\_  
(Print) (Print)

under the provisions of Section 3.4 of the Bylaws, hereby grant(s) (MY) (OUR) proxy to \*  
for the sole purpose of casting (my)(our) votes at the meeting on \_\_\_\_\_, 20\_\_ or any  
subsequent meeting called due to a failure to obtain a quorum at the first attempt to hold the  
meeting.

Check the appropriate box:

The person named in this proxy may cast (my)(our) votes for any  
candidates for the Board of Directors he or she chooses.

The person named in this proxy must cast (my)(our) votes for the  
following candidates for the Board of Directors:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The person named in this proxy must cast my votes

For  Against

[Check one box]

\_\_\_\_\_  
[question to be decided]

The person named in this proxy may  may not  cast (my)(our) votes on any other matter that  
may arise at the meeting as he or she sees fit.

\_\_\_\_\_  
(Owner's Signature)

\_\_\_\_\_  
(Owner's Signature)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

NOTE: A COPY OF THE PROXY MUST BE FILED WITH THE SECRETARY BEFORE  
THE COMMENCEMENT OF THE MEETING.

\*IF NO OTHER NAME IS FILLED-IN, THE PROXY SHALL BE AUTOMATICALLY  
GRANTED TO \_\_\_\_\_ [PRESIDENT].

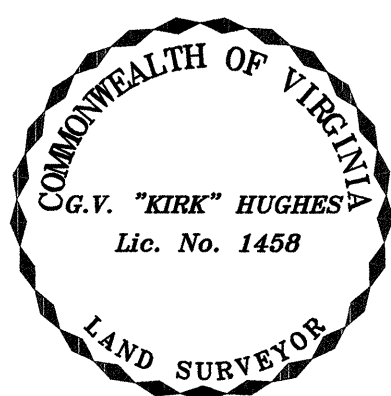


**LOCHLYN HILL**  
RECORDED PLAT

**SURVEYOR'S CERTIFICATION:**

THE UNDERSIGNED, BEING A LICENSED LAND SURVEYOR OF THE STATE OF VIRGINIA (LIC. NO. 1458), DOES HEREBY CERTIFY TO LOCHLYN HILL DEVELOPMENT GROUP, LLC AS FOLLOWS:

- 1.) THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND THEREFORE DOES NOT NECESSARILY INDICATE ALL ENCUMBRANCES/EASEMENTS OR IMPROVEMENTS ON THIS PROPERTY. THIS SURVEYOR HAS MADE NO INDEPENDENT SEARCH OR INVESTIGATION FOR RESTRICTIVE COVENANTS, EASEMENTS OF RECORD, OWNERSHIP TITLE EVIDENCE, ENCUMBRANCES, OR OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
- 2.) THIS PLAT WAS PREPARED FROM AN ACTUAL AND CURRENT FIELD SURVEY AND COMPLIES WITH THE MINIMUM STANDARDS AND PROCEDURES ESTABLISHED BY THE VIRGINIA STATE BOARD OF ARCHITECTS, PROFESSIONAL ENGINEERS, LAND SURVEYORS, CERTIFIED INTERIOR DESIGNERS AND LANDSCAPE ARCHITECTS TO THE BEST OF MY KNOWLEDGE AND BELIEF.
- 3.) THE BOUNDARY LINES OF THE 6.4834 ACRES WAS ESTABLISHED USING PHYSICAL EVIDENCE FOUND AND DEEDS AND PLATS FOUND RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE COUNTY OF ALBEMARLE AND CITY OF CHARLOTTESVILLE, VIRGINIA.



**OWNER'S CONSENT**

THE PLATTING OR DEDICATION OF THE LAND DESCRIBED LAND BEING TMP 61A-2, 61A-1-34A, AND 61A-1-34B IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNERS, PROPRIETORS, AND TRUSTEES, IF ANY.

LOCHLYN HILL DEVELOPMENT GROUP, LLC  
TMP 61A-2, 61A-1-34A, AND 61A-1-34B

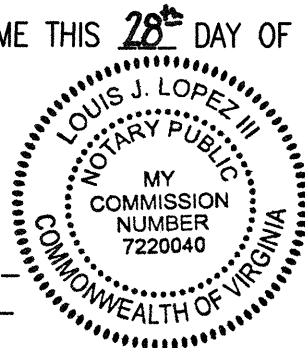
BY: *Frank R. Stoner, IV*  
NAME: FRANK R. STONER, IV  
TITLE: MANAGER

**CERTIFICATE OF ACKNOWLEDGMENT OF SIGNATURE:**

CITY/COUNTY OF CHARLOTTESVILLE  
COMMONWEALTH OF VIRGINIA

THE FOREGOING WAS ACKNOWLEDGED BEFORE ME THIS 28<sup>th</sup> DAY OF MARCH, 2014

*Louis J. Lopez III*  
NOTARY PUBLIC  
REGISTRATION NUMBER: 7220040  
MY COMMISSION EXPIRES: 7/31/2016



**ALBEMARLE COUNTY APPROVAL**

ALBEMARLE COUNTY BOARD OF SUPERVISORS

*Mark B. Graham* 4/9/14  
DESIGNATED AGENT WDF DATE

SUB201300136

**GENERAL NOTES:**

- 1.) SURVEY PREPARED FOR LOCHLYN HILL DEVELOPMENT GROUP, LLC.
- 2.) PHASES 1A AND 1B LIE WITHIN ZONE "X", NOT A 100 YEAR FLOOD AREA AS SHOWN ON FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP 51003C0287D, WITH EFFECTIVE DATE OF FEBRUARY 4, 2005.
- 3.) PROPERTY IS NOT WITHIN AN ALBEMARLE COUNTY AND/OR CITY OF CHARLOTTESVILLE WATER SUPPLY WATERSHED OR AN AGRICULTURAL-FORESTAL DISTRICT.
- 4.) THE DEVELOPER RESERVES A 20 FOOT UTILITY EASEMENT ALONG THE FRONT OF LOTS 1 THROUGH 6 AND A 15 FOOT UTILITY EASEMENT ALONG THE FRONT OF LOTS 7 THROUGH 14 AND LOTS 21 THROUGH 26.
- 5.) THE DEVELOPER RESERVES ALL THOSE WATERLINE AND SANITARY SEWER EASEMENTS THAT WILL BE REQUIRED BY THE ALBEMARLE COUNTY SERVICE AUTHORITY (A.C.S.A.) IN ORDER TO ASSUME THE MAINTENANCE RESPONSIBILITY FOR THESE UTILITIES, AND THE RIGHT TO VACATE OR REVISE ANY EASEMENT HEREON PROVIDED THE PROPER AUTHORITY AGREES. SAID EASEMENTS SHALL BE CENTERED ON THE ASBUILT LOCATION OF UTILITIES THEY REPRESENT. DRAINAGE EASEMENTS SHOWN HEREON ARE HEREBY DEDICATED TO PUBLIC USE, UNLESS OTHERWISE NOTED.
- 6.) COMMON AREA OPEN SPACES 1 THROUGH 3; THE POCKET PARK ACROSS LOTS 7, 8, AND 9; THE 30' PEDESTRIAN, BICYCLE, & EMERGENCY ACCESS EASEMENT WITHIN OPEN SPACE 3; AND THE 20' ACCESS EASEMENT ACROSS LOT 14 AND LOTS 19 THROUGH 26 AS SHOWN HEREON SHALL BE MAINTAINED BY THE LOCHLYN HILL NEIGHBORHOOD ASSOCIATION, INC. THE SHARED DRIVEWAY EASEMENTS AS SHOWN HEREON SHALL BE MAINTAINED BY THE OWNERS OF THE LOTS AFFECTED AND NOT BY VIRGINIA DEPARTMENT OF TRANSPORTATION OR THE COUNTY OF ALBEMARLE.
- 7.) ALL LOTS SHALL BE SERVED BY PUBLIC WATER AND SEWER.
- 8.) EASEMENTS OTHER THAN THOSE SHOWN HEREON MAY EXIST.
- 9.) PEN PARK LANE, LOCHLYN HILL LANE, AND LOCHLYN HILL DRIVE COLLECTIVELY CONTAINING 1.2843 ACRES AS SHOWN HEREON ARE HEREBY DEDICATED TO PUBLIC USE.
- 10.) LOTS 1 THROUGH 26 EACH CONTAIN A BUILDING SITE THAT COMPLIES WITH SECTION 4.2.1 OF THE ALBEMARLE COUNTY ZONING ORDINANCE. LOT 20 WILL BE AN AFFORDABLE HOUSING UNIT AND IT MUST MEET THE AFFORDABLE UNIT REQUIREMENTS AS SET FORTH BY THE ALBEMARLE COUNTY CODE.
- 11.) NO GRAVES, CEMETERIES OR OTHER OBJECTS OR STRUCTURES MARKING A PLACE OF HUMAN BURIAL WERE FOUND OR OBSERVED ALONG THE PERIMETER OF THE BOUNDARY SHOWN HEREON.
- 12.) COMMON AREA OPEN SPACE 2 CONTAINING 0.1261 ACRES IS HEREBY RESERVED FOR FUTURE RIGHT OF WAY AND SHALL BE DEDICATED UPON DEMAND OF THE COUNTY OF ALBEMARLE.
- 13.) PROPERTY SUBJECT TO THE FOLLOWING OFFSITE EASEMENTS AND RIGHTS OF WAY RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE COUNTY OF ALBEMARLE, VIRGINIA, INDICATED AS (COUNTY) AND THE CITY OF CHARLOTTESVILLE, VIRGINIA INDICATED AS (CITY). (SEE SHEET 2 OF 5)
  - A.) PARCEL "X" FOR ROAD RIGHT OF WAY PURPOSES, INSTRUMENT #201400921 (CITY).
  - B.) PEDESTRIAN, BICYCLE, & EMERGENCY ACCESS EASEMENT, INSTRUMENT #201400921 (CITY).
  - C.) TTEMPORARY GRADING AND CONSTRUCTION EASEMENT, INSTRUMENT #201400921 (CITY).
  - D.) 20' SANITARY SEWER EASEMENT, INSTRUMENT #201400922 (CITY).
  - E.) WATERLINE EASEMENT, INSTRUMENT #201400922 (CITY).
  - F.) STORMWATER MAINTENANCE AND ACCESS EASEMENT, INSTRUMENT #201400921 (CITY).
  - G.) PARCELS "Y" AND "Z" FOR ROAD RIGHT OF WAY PURPOSES, DEED BOOK 4472, PAGE 387, 391 (PLAT)(COUNTY).
  - H.) CITY OF CHARLOTTESVILLE GAS EASEMENT, D.B. 4471, PG. 320, 326 (PLAT)(COUNTY)
- 14.) LOTS ARE SUBJECT TO THE LOCHLYN HILL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS.
- 15.) IRON RODS, UNLESS OTHERWISE NOTED, ARE TO BE SET AT ALL CORNERS UPON THE COMPLETION OF ROAD CONSTRUCTION.



**AREA SUMMARY: PHASE 1A**

LOTS 1-21 = 4.1956 AC.  
COMMON AREA OPEN SPACE 2 = 0.1261 AC.  
DEDICATED PUBLIC STREET R/W = 0.8945 AC.  
TOTAL PHASE 1A = 5.2162 AC.

**AREA SUMMARY: PHASE 1B**

LOTS 22-26 = 0.2998 AC.  
COMMON AREA OPEN SPACE 1 = 0.4116 AC.  
COMMON AREA OPEN SPACE 3 = 0.1660 AC.  
DEDICATED PUBLIC STREET R/W = 0.3898 AC.  
TOTAL PHASE 1B = 1.2672 AC.  
PHASE 1B OPEN SPACE = 46%

**SITE DATA:**

OWNER: LOCHLYN HILL DEVELOPMENT GROUP, LLC  
300 2ND ST. N.E.  
CHARLOTTESVILLE, VA 22902

**TITLE SOURCE:**

TMP 61A-2, (6.3056 AC.)  
D.B. 4456, PG. 504  
D.B. 594, PG. 183 (PLAT)(COUNTY)  
TMP 61A-1-34A, (0.0313 AC.)  
D.B. 4456, PG. 504  
D.B. 1377, PG. 491 (PLAT)(COUNTY)  
TMP 61A-1-34B, (0.0620 AC.)  
D.B. 4456, PG. 504  
D.B. 1377, PG. 491 (PLAT)(COUNTY)  
PARCEL "A", (0.0845 AC.)  
D.B. 4472, PG. 387, 391 (PLAT)(COUNTY)

TOTAL AREA=6.4834 ACRES

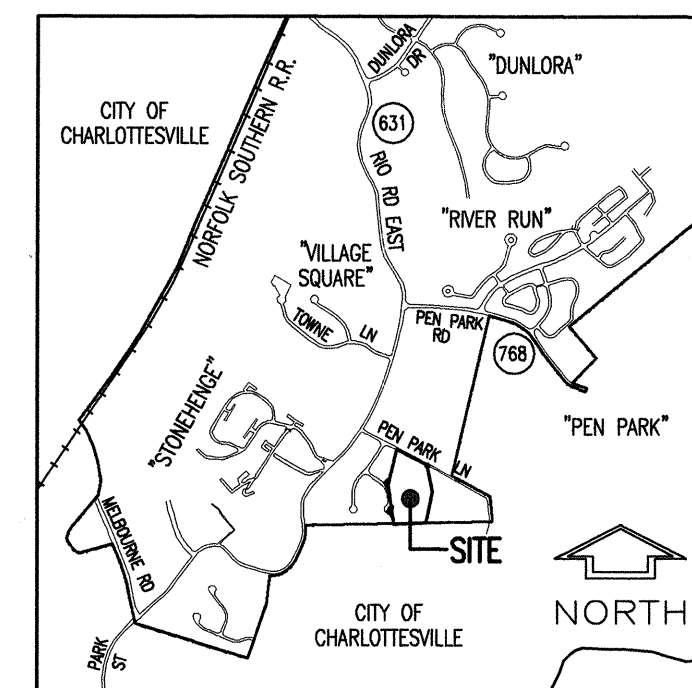
ZONING: R-4 RESIDENTIAL

YARD SETBACK REQUIREMENTS: (UNLESS OTHERWISE NOTED)  
FRONT = 25 FEET MINIMUM  
REAR = 20 FEET MINIMUM  
SIDE = 10 FEET MINIMUM AS PER SECTION 4.11.3 OF THE ALBEMARLE COUNTY CODE

BUILDING HEIGHT: 35 FEET MAXIMUM

**SHEET INDEX**

- SHEET 1 = COVER SHEET
- SHEET 2 = PROPERTY EXHIBIT
- SHEET 3 = LOTS AND SETBACKS
- SHEET 4 = VARIOUS EASEMENTS
- SHEET 5 = CURVE TABLES, LINE TABLE, AND VARIOUS EASEMENTS DETAILED



VICINITY MAP  
(1"=2000')

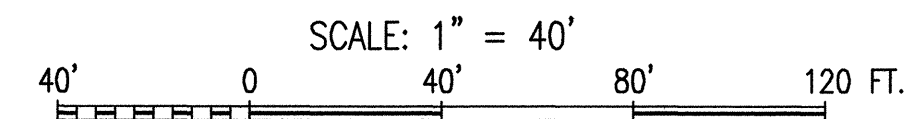
**LEGEND:**

- D.B. = DEED BOOK
- IRF = IRON ROD FOUND
- IPF = IRON PIPE FOUND
- EX. = EXISTING
- S.F. = SQUARE FEET
- AC. = ACRES
- R/W = RIGHT OF WAY
- BRG. = BEARING
- N/F = NOW OR FORMERLY
- = IRON ROD SET (UNLESS OTHERWISE NOTED) (EASEMENT CORNERS NOT MONUMENTED)
- SBL = SETBACK LINE
- R = RADIUS
- A = ARC LENGTH
- R.W.S.A. = RIVANNA WATER & SEWER AUTHORITY
- A.C.S.A. = ALBEMARLE COUNTY SERVICE AUTHORITY
- ESM'T = EASEMENT
- = MANHOLE
- = FIRE HYDRANT
- TYP. = TYPICAL
- A/E = ACCESS EASEMENT
- D/E = DRAINAGE EASEMENT
- PD/E = PRIVATE DRAINAGE EASEMENT
- WL/E = WATERLINE EASEMENT
- ⊕ = CENTERLINE

**SUBDIVISION PLAT**

**LOCHLYN HILL  
PHASES 1A AND 1B**

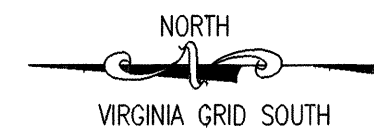
RIO MAGISTERIAL DISTRICT  
ALBEMARLE COUNTY, VIRGINIA



SEPTEMBER 4, 2013  
JANUARY 8, 2014 (REVISED PER COUNTY COMMENTS)  
FEBRUARY 19, 2014 (REVISED PER COUNTY COMMENTS)  
MARCH 26, 2014 (REVISED)

KIRK HUGHES & ASSOCIATES  
LAND SURVEYORS AND PLANNERS  
220 EAST HIGH STREET  
CHARLOTTESVILLE, VIRGINIA 22902  
(434) 296-6942

FILE: 2013\2013-138\2013138-01.DWG



TMP 48A-39  
MEADOWCREEK DEVELOPMENT, LLC  
D.B. 773, PG. 503, 509 PLAT

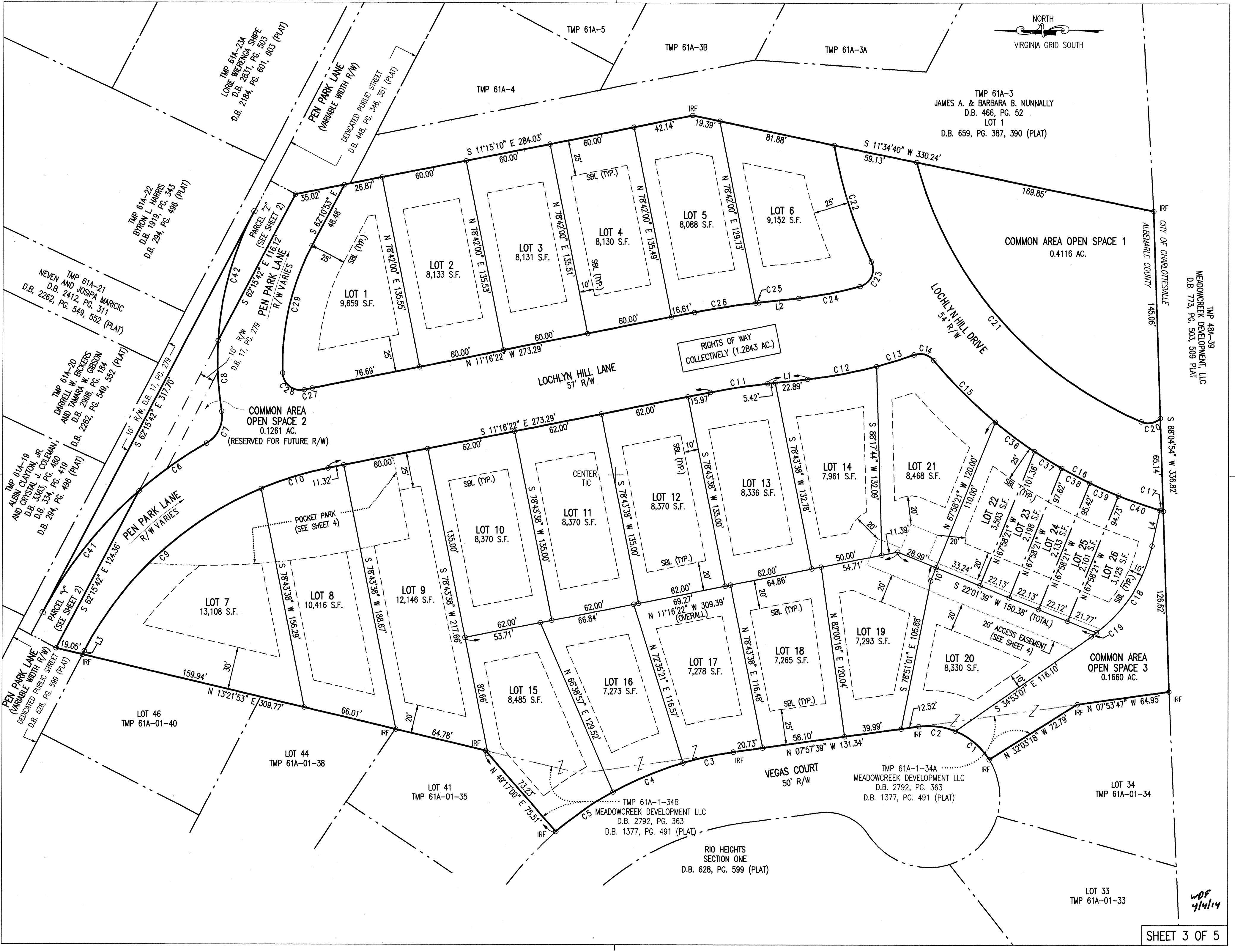
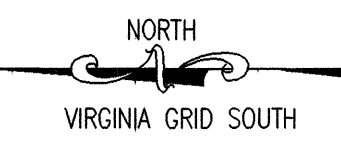
AREA SUMMARY: PHASE 1A	
LOTS 1-21	= 4.1956 AC.
COMMON AREA OPEN SPACE 2	= 0.1261 AC.
<u>DEDICATED PUBLIC STREET R/W</u>	<u>= 0.8945 AC.</u>
TOTAL PHASE 1A	= 5.2162 AC.

AREA SUMMARY: PHASE 1B	
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COMMON AREA OPEN SPACE 1	= 0.4116 AC.
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<u>DEDICATED PUBLIC STREET R/W</u>	<u>= 0.3898 AC.</u>
TOTAL PHASE 1B	= 1.2672 AC.
PHASE 1B OPEN SPACE	= 46%

PHASE EXHIBIT

## LOCHLYN HILL PHASES 1A AND 1B

SCALE: 1" = 50'



TMP 61A-23A  
LORIE WIERENGA SHIRE  
D.B. 2831, PG. 503  
D.B. 2184, PG. 601, 603 (PLAT)

TMP 61A-22  
BYRON L. HARRIS  
D.B. 1919, PG. 343  
D.B. 294, PG. 496 (PLAT)

TMP 61A-21  
NEVEN AND JOSIPA MARICIC  
D.B. 2412, PG. 311  
D.B. 2262, PG. 549, 552 (PLAT)

TMP 61A-20  
DARRELL W. BICKERS  
AND TAMARA W. GIBSON  
D.B. 2988, PG. 184  
D.B. 2262, PG. 549, 552 (PLAT)

TMP 61A-19  
ALVIN CLAYTON, JR.  
AND CRYSTAL L. COLEMAN,  
D.B. 3363, PG. 480  
D.B. 294, PG. 496 (PLAT)

TMP 61A-01-40  
D.B. 628, PG. 599 (PLAT)

LOT 46  
TMP 61A-01-40

LOT 44  
TMP 61A-01-38

LOT 41  
TMP 61A-01-35

TMP 61A-1-34B  
MEADOWCREEK DEVELOPMENT LLC  
D.B. 2792, PG. 363  
D.B. 1377, PG. 491 (PLAT)

RIO HEIGHTS  
SECTION ONE  
D.B. 628, PG. 599 (PLAT)

TMP 61A-1-34A  
MEADOWCREEK DEVELOPMENT LLC  
D.B. 2792, PG. 363  
D.B. 1377, PG. 491 (PLAT)

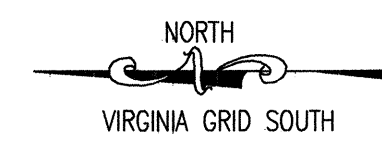
LOT 33  
TMP 61A-01-33

TMP 61A-3  
JAMES A. & BARBARA B. NUNNALLY  
D.B. 466, PG. 52  
LOT 1  
D.B. 659, PG. 387, 390 (PLAT)

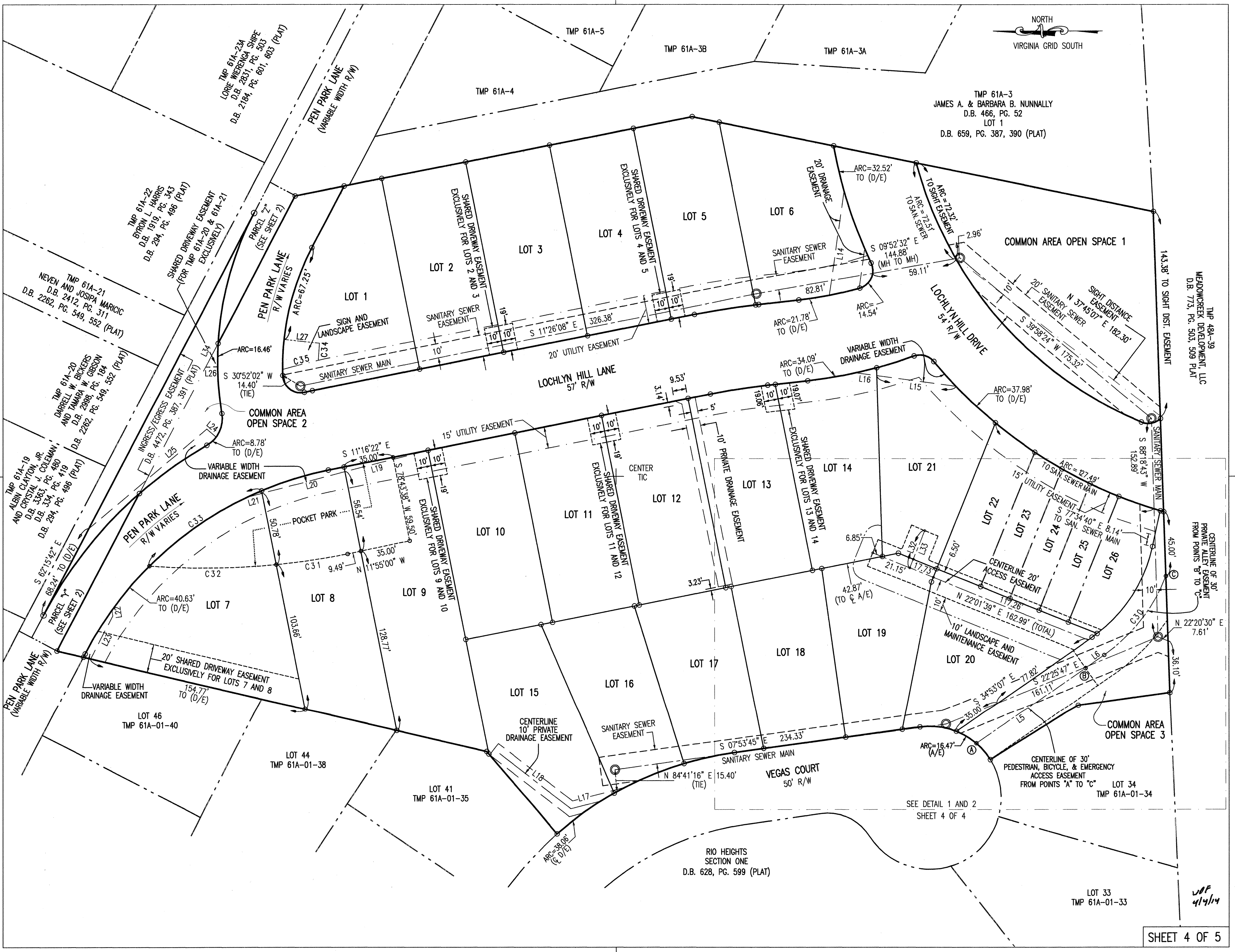
TMP 48A-39  
MEADOWCREEK DEVELOPMENT, LLC  
D.B. 773, PG. 503, 509 PLAT

WDF  
7/14/14





TMP 61A-3  
JAMES A. & BARBARA B. NUNNALLY  
D.B. 466, PG. 52  
LOT 1  
D.B. 659, PG. 387, 390 (PLAT)



TMP 61A-21  
NEVEN AND JOSIPA MARIC  
D.B. 2412, PG. 311  
D.B. 2262, PG. 549, 552 (PLAT)

TMP 61A-20  
DARRELL W. BICKERS  
AND TAMARA W. GIBSON  
D.B. 2898, PG. 184  
D.B. 2262, PG. 549, 552 (PLAT)

TMP 61A-19  
ALBIN CLAYTON, JR.  
AND CRYSTAL J. COLEMAN,  
D.B. 3363, PG. 480  
D.B. 334, PG. 419  
D.B. 294, PG. 496 (PLAT)

TMP 61A-22  
BYRON L. HARRIS  
D.B. 1919, PG. 343  
D.B. 294, PG. 496 (PLAT)

TMP 61A-23A  
LORIE WIERENGA SHIPE  
D.B. 2837, PG. 503  
D.B. 2184, PG. 601, 603 (PLAT)

TMP 61A-01-40  
LOT 46

TMP 61A-01-38  
LOT 44

TMP 61A-01-35  
LOT 41

RIO HEIGHTS  
SECTION ONE  
D.B. 628, PG. 599 (PLAT)

LOT 33  
TMP 61A-01-33

TMP 48A-39  
MEADOWCREEK DEVELOPMENT, LLC  
D.B. 773, PG. 503, 509 PLAT

SEE DETAIL 1 AND 2  
SHEET 4 OF 4

JDF  
4/9/14

**CURVE DATA:**  
(BOUNDARY, RIGHT OF WAY, AND LOTS)

NO.	DELTA	RADIUS	ARC	TANGENT	CH. BEARING	CHORD
C1	36°09'31"	50.00'	31.55'	16.32'	N 39°56'13" E	31.03'
C2	29°49'06"	50.00'	26.02'	13.31'	N 06°56'54" E	25.73'
C3	08°35'36"	241.00'	36.15'	18.11'	N 12°15'26" W	36.11'
C4	12°41'53"	241.00'	53.41'	26.82'	N 22°54'11" W	53.30'
C5	11°39'53"	241.00'	49.07'	24.62'	N 35°05'04" W	48.98'
C6	11°18'48"	294.50'	58.15'	29.17'	S 35°22'04" E	58.06'
C7	69°42'28"	21.50'	26.16'	14.97'	S 64°33'55" E	24.57'
C8	12°42'22"	223.00'	49.45'	24.83'	N 86°56'02" E	49.35'
C9	39°54'35"	246.50'	171.70'	89.50'	S 42°37'02" E	168.25'
C10	11°23'23"	246.50'	49.00'	24.58'	S 16°58'03" E	48.92'
C11	04°56'35"	471.50'	40.68'	20.35'	S 08°48'04" E	40.67'
C12	08°34'55"	328.50'	49.20'	24.65'	S 10°37'14" E	49.16'
C13	04°47'39"	328.50'	27.49'	13.75'	S 17°18'31" E	27.48'
C14	70°00'52"	12.50'	15.27'	8.75'	S 15°18'06" W	14.34'
C15	10°42'07"	327.00'	61.08'	30.63'	S 44°57'28" W	60.99'
C16	23°07'19"	327.00'	131.96'	66.89'	S 28°02'45" W	131.07'
C17	00°25'56"	327.00'	2.47'	1.23'	S 16°16'07" W	2.47'
C18	40°16'46"	105.00'	73.82'	38.51'	N 57°26'17" W	72.31'
C19	02°24'46"	105.00'	4.42'	2.21'	N 36°05'31" W	4.42'
C20	66°08'56"	12.50'	14.43'	8.14'	N 10°13'14" W	13.64'
C21	52°16'19"	273.00'	249.06'	133.95'	N 48°59'23" E	240.51'
C22	15°05'21"	327.00'	86.12'	43.31'	S 72°12'04" W	85.87'
C23	99°48'04"	12.50'	21.77'	14.84'	N 65°26'35" W	19.12'
C24	09°12'46"	271.50'	43.66'	21.87'	N 10°56'09" W	43.61'
C25	00°14'00"	528.50'	2.15'	1.08'	N 06°26'46" W	2.15'
C26	04°42'35"	528.50'	43.44'	21.73'	S 08°55'04" E	43.43'
C27	01°05'09"	303.50'	5.75'	2.88'	N 11°48'56" W	5.75'
C28	100°23'13"	12.50'	21.90'	15.00'	N 37°50'06" E	19.21'
C29	29°47'25"	178.00'	92.55'	47.35'	S 77°04'35" E	91.51'
C36	06°01'16"	327.00'	34.36'	17.20'	S 36°35'46" W	34.35'
C37	03°55'57"	327.00'	22.44'	11.23'	S 31°37'10" W	22.44'
C38	03°53'47"	327.00'	22.24'	11.12'	S 27°42'17" W	22.23'
C39	03°52'45"	327.00'	22.14'	11.07'	S 23°49'01" W	22.14'
C40	05°23'33"	327.00'	30.78'	15.40'	S 19°10'52" W	30.77'
C41	21°14'14"	294.50'	109.16'	55.21'	N 51°38'35" W	108.54'
C42	24°27'03"	223.00'	95.17'	48.32'	N 74°29'15" W	94.44'

**LINE DATA:**  
(BOUNDARY, LOTS, ACCESS AND SIGN EASEMENTS)

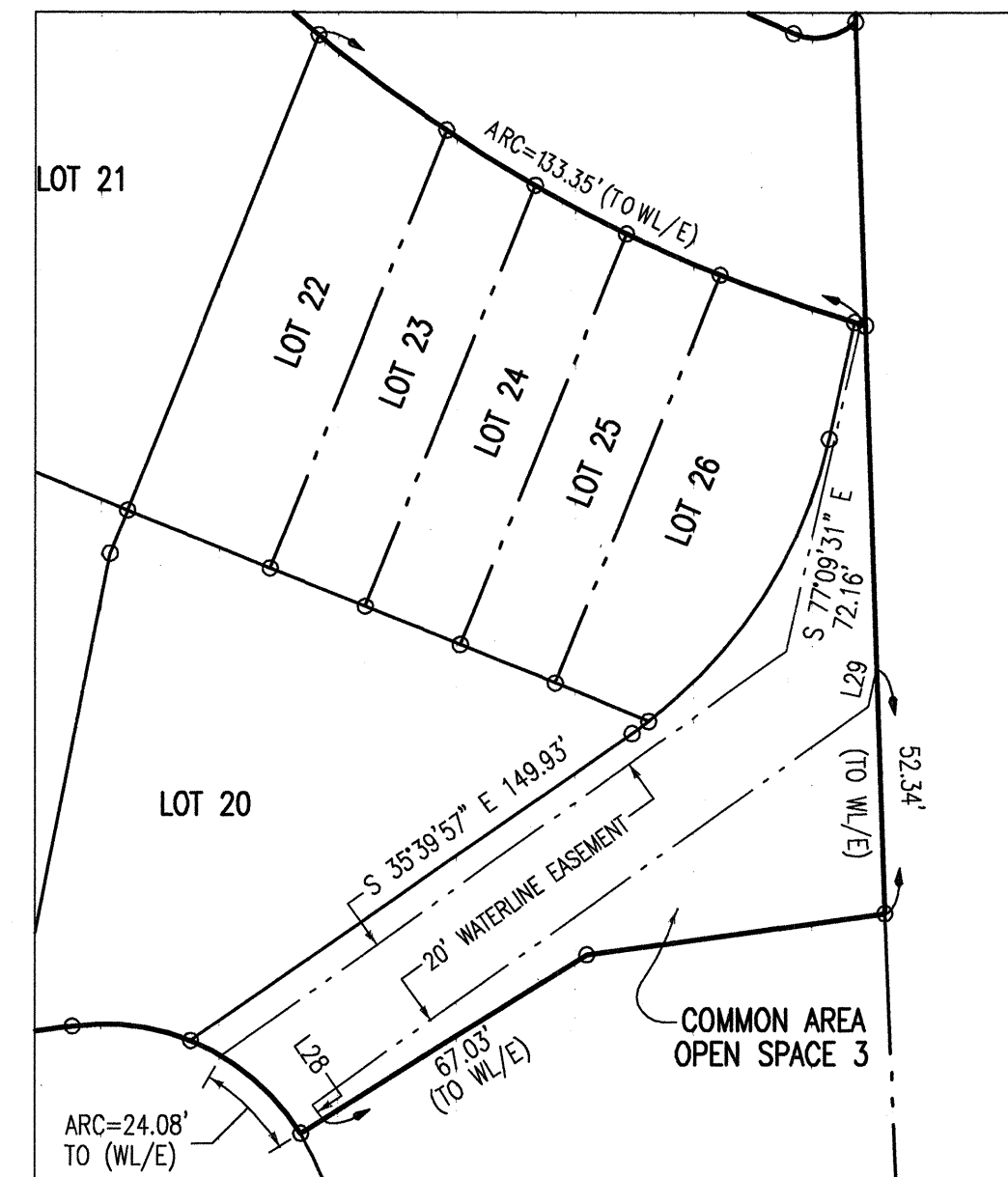
NO.	BEARING	DISTANCE
L1	S 06°19'46" E	28.31'
L2	N 06°19'46" W	28.31'
L3	S 62°34'19" E	2.69'
L4	N 77°34'40" W	25.53'
L26	N 00°01'46" W	8.32'
L27	S 06°10'16" W	25.00'
L32	S 67°58'21" E	28.00'
L33	S 67°58'21" E	21.50'
L34	S 62°15'42" E	18.59'

**LINE DATA:**  
(STORM DRAINAGE AND WATERLINE EASEMENTS)

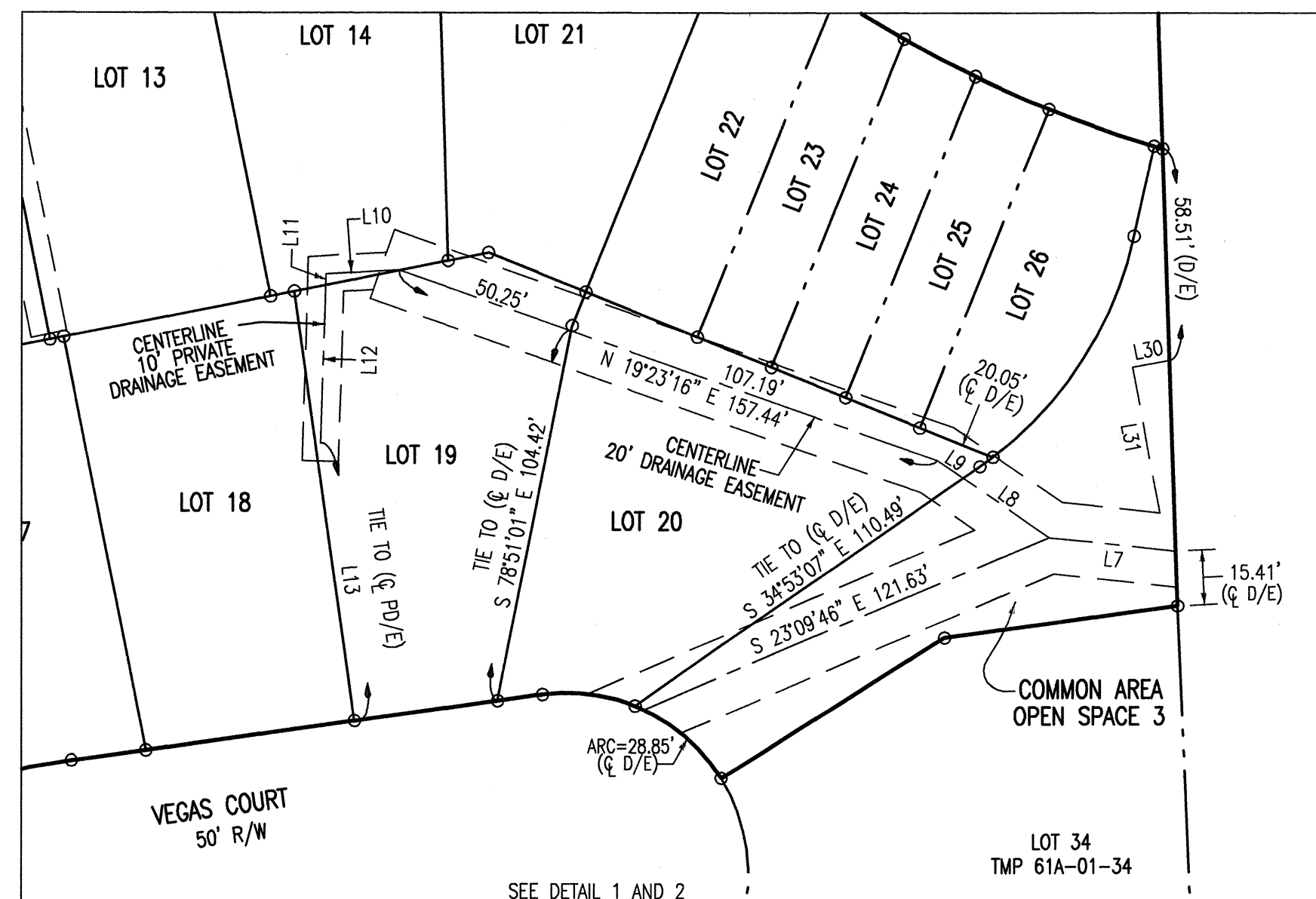
NO.	BEARING	DISTANCE
L5	S 34°53'07" E	93.48'
L6	S 34°53'07" E	16.00'
L7	N 06°05'42" E	35.19'
L8	N 34°45'12" E	28.82'
L9	N 34°45'12" E	8.85'
L10	N 02°54'49" W	20.34'
L11	N 88°18'36" W	3.03'
L12	N 88°18'36" W	43.63'
L13	S 83°06'46" W	77.55'
L14	S 81°52'01" E	73.24'
L15	N 07°32'59" E	55.80'
L16	N 07°32'59" E	14.99'
L17	N 14°25'17" W	21.55'
L18	N 37°43'15" E	63.09'
L19	N 14°28'21" W	60.09'
L20	N 14°28'21" W	60.09'
L21	N 14°28'21" W	10.97'
L22	S 80°51'30" W	3.90'
L23	N 62°42'41" W	34.05'
L24	N 40°06'32" E	8.64'
L25	N 40°02'51" W	108.25'
L28	S 53°00'37" W	3.84'
L29	N 77°09'31" W	7.84'
L30	N 10°37'05" W	10.29'
L31	S 79°22'55" W	40.96'

**CURVE DATA:**  
(ACCESS EASEMENTS, POCKET PARK, AND SIGN EASEMENT)

NO.	DELTA	RADIUS	ARC	TANGENT	CH. BEARING	CHORD
C30	33°57'10"	120.00'	71.11'	36.63'	S 51°51'42" E	70.07'
C31	05°41'03"	510.00'	50.60'	25.32'	N 08°25'50" W	50.57'
C32	10°00'33"	510.00'	89.09'	44.66'	N 00°35'02" W	88.98'
C33	22°07'40"	246.50'	95.20'	48.20'	N 33°43'35" W	94.61'
C34	04°29'58"	153.00'	12.02'	6.01'	N 86°04'43" W	12.01'
C35	04°34'56"	323.50'	25.87'	12.94'	N 14°22'36" W	25.86'



WATERLINE EASEMENT DETAIL  
SCALE: 1" = 40'



SEE DETAIL 1 AND 2  
STORM DRAINAGE EASEMENT DETAIL  
SCALE: 1" = 40'

CENTER TIC

WOF  
7/4/14



**LOCHLYN HILL**  
BOOK OF RESOLUTIONS

# UNANIMOUS WRITTEN CONSENT

## OF BOARD OF DIRECTORS OF LOCHLYN HILL NEIGHBORHOOD ASSOCIATION, INC

The undersigned, being all of the directors of the Lochlyn Hill Neighborhood Association, Inc., a Virginia non stock corporation (the "Association"), do hereby consent to the adoption of the following resolutions (the "Resolutions") and approve and consent to the following actions as permitted by Va. Code § 13.1-865 and direct that the same be filed with the records of the Association.

**WHEREAS**, Va. Code § 55-530(E) requires the Common Interest Community Board (the "CICB") to promulgate regulations requiring each condominium, cooperative and property owners' association to establish reasonable procedures for the resolution of written complaints from the members of the association and other citizens;

**WHEREAS**, the CICB adopted such regulations effective July 1, 2012, which regulations are codified at 18 VAC 48-70-10 et seq. (the "Regulations"); and

**WHEREAS**, the Association's board of directors (the "Board") desires to comply with the Regulations by establishing and distributing such procedures as provided herein;

**NOW THEREFORE**, be it **RESOLVED**:

**THAT** the undersigned directors hereby waive any notice of this action required by the Association's articles of incorporation or bylaws;

**THAT** the Board hereby adopts the Complaint Procedures for Lochlyn Hill Neighborhood Association, Inc., together with all exhibits thereto (the "Complaint Procedures"), all of which are attached hereto and made a part hereof;

**THAT**, effective as of the date of these Resolutions, the Complaint Procedures shall be utilized for resolution of all association complaints filed in accordance therewith;

**THAT** the Board hereby directs the Association's manager to distribute the Complaint Procedures to the Association's members and to include the Complaint Procedures in association disclosure packets prepared in accordance with Va. Code § 55-509.5;

**THAT** these Resolutions may be executed in counterparts and delivered by electronic transmission; and

**THAT** a copy of these Resolutions and attachments shall be placed in the Association's book of resolutions.

**EFFECTIVE DATE:** September 18, 2014

[SIGNATURE PAGES FOLLOW]

# COUNTERPART SIGNATURE PAGE

TO UNANIMOUS WRITTEN CONSENT OF BOARD OF DIRECTORS OF LOCHLYN HILL NEIGHBORHOOD ASSOCIATION, INC.

## DIRECTORS:

SIGNATURE: \_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

PRINT NAME: FRANK R. STONER

SIGNATURE: \_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

PRINT NAME: JOHN N. STONER

SIGNATURE: \_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

PRINT NAME: LOUIS J. LOPEZ

### Attachments:

1. Complaint Procedures
2. Exhibit A (Association Complaint Form)
3. Exhibit B (Notice of Final Determination)

# LOCHLYN HILL NEIGHBORHOOD ASSOCIATION, INC

## HOMEOWNER COMPLAINT RESOLUTION PROCEDURES

The Board of Directors of Lochlyn Hill Neighborhood Association, Inc., has adopted the following procedures for responding to complaints by members of the association and other citizens regarding any action, inaction or decision by the board, the association's manager or the association believed to be inconsistent with applicable laws and regulations. The board's goal in adopting these procedures is to provide for the timely, clear and reasonable resolution of such complaints.

### ASSOCIATION COMPLAINTS WILL BE HANDLED AS FOLLOWS:

1. **SUBMISSION OF ASSOCIATION COMPLAINT FORM:** The person desiring to file a complaint (the "complainant") shall complete the complaint form included in these procedures as Exhibit A and deliver it to the association as provided in Section 7 of these procedures. The form must be completely filled out and signed, and copies of the required documents listed on the form must be attached. Incomplete submissions will be returned to the complainant. The complainant should retain a copy of the entire submission for his/her files.
2. **ACKNOWLEDGMENT BY ASSOCIATION:** Within 7 days after receipt of a complete submission, the association's manager shall deliver a written acknowledgment of receipt of the complaint to the complainant as provided in Section 7 of these procedures.
3. **INFORMATION GATHERING:** The association's manager shall be responsible for gathering such additional information as may be necessary to process the complaint in a timely fashion. The complainant shall respond within 7 days to any request by the manager for additional information or documents. Failure to provide the requested information within such time period will stop the processing of the complaint until the information is provided.
4. **RESOLUTION OR REFERRAL BY MANAGER:** The complainant shall work in good faith with the manager to resolve the complaint, including, without limitation, promptly responding to requests for additional information as provided in Section 3 above. If the manager is able to resolve the complaint to the complainant's satisfaction, then the complainant shall withdraw the complaint by so notifying the manager in writing, in which case no further action on the complaint shall be taken by the manager or board. If the manager is unable to resolve the complaint to the complainant's satisfaction within 30 days after sending the acknowledgment described in Section 2 of these procedures, then the manager shall refer the complaint to the association's board for resolution.
5. **RESOLUTION BY THE ASSOCIATION'S BOARD:** Complaints not resolved by the manager shall be scheduled by the manager for consideration by the board at a regular or special meeting held within 60 days after the complaint is referred to the board in accordance with Section 4 above. The manager shall send written notice to the complainant of the board meeting at which the complaint will be considered not less than 14 days before the meeting. The complainant may observe the board meeting (except for any executive session convened in accordance with Va. Code § [55-510.1](#)). The board may base its determination on the written submissions or take comments from the manager, complainant or others at the meeting, at the board's discretion. At the meeting, the board shall take one of the following actions on the complaint:

- a. **DEFERRAL:** The board may defer the complaint if it needs additional time and/or additional information to make a determination. If the board defers the complaint, it shall so notify the complainant in writing within 7 days after the board meeting. Such notice shall include a request for any additional information or documents needed and the date and time when the board will reconvene on the matter, which date shall not be more than 30 days later. The complainant's failure to provide any requested information will stop the processing of the complaint until the information is provided.
  - b. **DETERMINATION:** The board may make a final determination of the question presented in the complaint. The board's determination is final: there is no appeal process for complaints.
6. **NOTICE OF BOARD'S DETERMINATION:** Within 7 days after the board meeting at which a determination is made in accordance with Section 5(a) above, the manager shall send the complainant written notice of the determination on the form attached hereto as **Exhibit B.**
7. **METHODS OF COMMUNICATION:** The complaint form and all other communications from the complainant shall be in writing and delivered to the association's manager at the physical or email address provided on the complaint form. Such communications shall be deemed given on the date received by the manager. Notices, requests for additional information and other communications to the complainant shall be directed to the physical or email address indicated by the complainant on the complaint form, and shall be either hand delivered, emailed or sent by registered or certified mail, return receipt requested. Such communications shall be deemed given on the date they are sent to the complainant. If email is used to communicate with the complainant, the manager shall retain sufficient proof of delivery of each email in the form of a "sent" email showing the date, time and email address to which the communication was sent.
8. **RECORD RETENTION; INSPECTION:** The complaint and all documents and correspondence provided by the complainant will become part of the association's records, which are open to inspection by other members of the association in accordance with Va. Code § [55-510](#) and by the Common Interest Community Board in accordance with Va. Code § [55-530](#). Nothing in these procedures shall be deemed to waive (a) the manager's or the association's rights to withhold information protected by the attorney-client privilege, or (b) the association's rights to withhold certain books and records from inspection pursuant to Va. Code § [55-510](#).



# EXHIBIT A

## LOCHLYN HILL NEIGHBORHOOD ASSOCIATION, INC. COMPLAINT FORM

Pursuant to Va. Code § [55-528](#) et seq., the board of directors of the above association has established this complaint form for use by members or citizens who wish to file written complaints with the association regarding the action, inaction or decision by the board, managing agent or association inconsistent with applicable laws and regulations.

**INSTRUCTIONS:** Complete, sign and date form. Attach copies of the documents required by questions 1, 2 and 3. Submit to the association's manager at the following address:

**Lochlyn Hill Neighborhood Association, Inc.  
C/O Nest Community Group  
126 Garrett Street, Suite D  
Charlottesville, VA 22902  
lochlynhill@nestcommunitygroup.com**

Incomplete submissions will be returned and processed once a complete submission is submitted. Please retain a copy of the entire submission for your files. Questions about this form should be directed in person at the Nest Community Group office by appointment only, or with the Lochlyn Hill Neighborhood Association Manager.

1. Description of complaint (attach copies of any related correspondence): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Specific provisions of Virginia laws and regulations supporting the complaint (copies must be attached): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Specific provisions of association's documents (e.g., declaration, bylaws) that support the complaint (copies must be attached): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Requested action or resolution of the complaint: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Your information:  
a. Name: \_\_\_\_\_  
b. Phone number: \_\_\_\_\_

- c. Lot/unit address: \_\_\_\_\_
- d. Mailing address: \_\_\_\_\_
- e. Email address: \_\_\_\_\_
- f. How we should contact you about this complaint (check one):  Mail  Email

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**NOTICE:** If, after the board’s consideration and review of the complaint, the board issues a final decision adverse to the complaint, you have the right to file a notice of final adverse decision with the Common Interest Community Board (CICB) in accordance with the regulations promulgated by the CICB. The notice shall be filed within 30 days of the date of the final adverse decision, shall be in writing on forms provided by the Office of the Common Interest Community Ombudsman (Ombudsman), shall include copies of any supporting documents, correspondence and other materials related to the decision, and shall be accompanied by a \$25 filing fee. The Ombudsman may be contacted at:

**Office of the Common Interest Community Ombudsman**  
**Department of Professional and Occupational Regulation**  
**9960 Mayland Drive, Suite 400**  
**Richmond, VA 23233**  
**(804) 367-2941**  
[CICOmbudsman@dpor.virginia.gov](mailto:CICOmbudsman@dpor.virginia.gov)

# EXHIBIT B

## LOCHLYN HILL NEIGHBORHOOD ASSOCIATION, INC NOTICE OF FINAL DETERMINATION

**Board of Directors of Homeowners Association, Inc. (CICA Registration No. \_\_\_\_\_) )  
C/O Nest Community Group, Inc. (CICM License No. 0501000289)  
126 Garrett Street, Suite D  
Charlottesville, VA 22902**

[Complainant's name and address]

Re: Association Complaint Form

Dear Sir or Madame:

At its meeting on \_\_\_\_/\_\_\_\_/\_\_\_\_, the board of directors (the "Board") of Lochlyn Hill Neighborhood Association, Inc. (the "Association") considered the following information (the "Record of Complaint"):

1. Association Complaint Form and attachments submitted by \_\_\_\_\_
2. [list each other correspondence and document on which decision was based].

Based on the Record of Complaint, the Board made the following decision: [describe decision, with specific citations to association governing documents, laws, or regulations on which decision was based.]

If this final determination is adverse to you, you have the right to file a notice of final adverse decision with the Common Interest Community Board (the "CICB") in accordance with the regulations promulgated by the CICB. The notice shall be filed within 30 days of the date of the final adverse decision, shall be in writing on forms provided by the Office of the Common Interest Community Ombudsman (the "Ombudsman"), shall include copies of any supporting documents, correspondence and other materials related to the decision, and shall be accompanied by a \$25 filing fee. The Ombudsman may be contacted at:

**Office of the Common Interest Community Ombudsman  
Department of Professional and Occupational Regulation  
9960 Mayland Drive, Suite 400  
Richmond, VA 23233  
(804) 367-2941  
[CICombudsman@dpor.virginia.gov](mailto:CICombudsman@dpor.virginia.gov)**

Very truly yours,

Lochlyn Hill Neighborhood Association, Inc.  
Board of Directors, President

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**LOCHLYN HILL**  
NEIGHBORHOOD ASSOCIATION BUDGET



# LOCHLYN HILL

OPERATING BUDGET	BUDGET	NOTES
<b>--ASSESSMENT INCOME--</b>		
ASSESSMENT INCOME	\$ 17,979.60	DUES TO COVER OPERATING EXPENSES
INITIAL CAPITAL ASSESSMENT	\$ 9,000.00	BASED ON 1/3 OF LOTS CLOSING IN 2014. ALLOCATED TOWARDS EXPENSES OR RESERVE CAPITAL
INTEREST INCOME	\$ -00	
<b>TOTAL ASSESSMENT INCOME</b>	<b>\$ 26,979.60</b>	
<b>--OTHER INCOME--</b>		
LATE FEE INCOME	\$ -00	NOT ASSUMED
NSF INCOME	\$ -00	NOT ASSUMED
<b>TOTAL OTHER INCOME</b>	<b>\$ -00</b>	
<b>TOTAL OPERATING INCOME</b>	<b>\$ 26,979.60</b>	
<b>--ADMINISTRATIVE EXPENSES--</b>		
ACCOUNTING FEES	\$ 400.00	PREPARATION & FILING OF STATE & FEDERAL TAXES
LICENSES	\$ 90.00	DPOR CERTIFICATE & SCC REGISTRATION
MANAGEMENT FEES	\$ 5,000.00	MANAGEMENT CONTRACT WITH NEST COMMUNITY
OFFICE EXPENSE	\$ 284.00	MONTHLY STATEMENTS, ANNUAL MEETING NOTICE, CERTIFIED / MISC. MAILINGS
MEETING EXPENSES	\$ -00	ANNUAL MEETING VENUE SPACE CHAIR RENTALS AND MEETING PACKET MATERIAL.
COMMUNITY WEBSITE	\$ 3,500.00	START UP AND MAINTENANCE COST
LEGAL FEES	\$ -00	LEGAL CONTINGENCY
TAXES	\$ -00	FEDERAL & STATE TAXES ON INTEREST AND PROFIT
<b>TOTAL ADMINISTRATIVE EXPENSES</b>	<b>\$ 9,274.00</b>	
<b>--UTILITY EXPENSES--</b>		
TRASH	\$ 2,100.00	TRASH COLLECTION FIGURED AT \$17.50 PER UNIT PER MONTH FOR PROJECTED 19 HOMES
<b>TOTAL UTILITY EXPENSES</b>	<b>\$ 2,100.00</b>	
<b>--INSURANCE EXPENSES--</b>		
INSURANCE - FIDELITY BOND	\$ 350.00	REQUIRED BY VA DROP
INSURANCE - GENERAL LIABILITY	\$ 650.00	GENERAL LIABILITY AND D&O COVERAGE
<b>TOTAL INSURANCE EXPENSES</b>	<b>\$ 1,000.00</b>	
<b>--GROUNDS REPAIRS &amp; MAINTENANCE--</b>		
LANDSCAPING - CONTRACT	\$ 2,500.00	LAWN SERVICE, PRUNING, MULCH FOR COMMON AREA (APPROX .75 ACRES), SPRING AND FALL ANNUALS AT ENTRANCE
LANDSCAPING - CONTRACT (TOWN HOMES)	\$ 720.00	LAWN SERVICE, PRUNING, MULCH FOR TOWNHOME LOTS - FUNDED BY TOWN HOME OWNERS ONLY
LIGHTING - EXTERIOR	\$ 400.00	LANDSCAPING LIGHT REPLACEMENT AND REPAIR
PARKING LOT AND STREET	\$ 400.00	MINOR REPAIRS TO SIDEWALKS AND ROADS
SNOW REMOVAL	\$ 1,000.00	BASED ON HISTORICAL NUMBERS OF SIMILAR SIZED COMMUNITIES
COMMON AREA CONTINGENCY	\$ 585.60	UNANTICIPATED MAINTENANCE AND REPAIR TO COMMON AREA
<b>TOTAL GROUNDS REPAIRS &amp; MAINTENANCE</b>	<b>\$ 5,605.60</b>	
<b>TOTAL OPERATING EXPENSES</b>	<b>\$ 17,979.60</b>	
<b>NET OPERATING INCOME</b>	<b>\$ 9,000.00</b>	
<b>RESERVES BUDGET</b>		
<b>--ASSESSMENT INCOME--</b>		
ASSESSMENT INCOME	\$ -00	DUES ANTICIPATED FOR RESERVE CONTRIBUTION
INTEREST INCOME	\$ -00	ON RESERVES
<b>TOTAL INCOME RESERVES</b>	<b>\$ -00</b>	
<b>--CAPITAL IMPROVEMENTS--</b>		
PROJECTED EXPENSES	\$ -00	
<b>TOTAL CAPITAL EXPENSES</b>	<b>\$ -00</b>	
<b>NET RESERVE INCOME</b>	<b>\$ -00</b>	



# LOCHLYN HILL

## ASSESSMENT SUMMARY

### PHASE 1A SINGLE FAMILY DETACHED

Monthly Operating Assessment	\$	61.50
Monthly Reserve Assessment	\$	-00

**Total Monthly Assessment** \$ **61.50**

Quarterly Operating Assessment	\$	184.50
Quarterly Reserve Assessment	\$	-00

**Total Quarterly Assessment** \$ **184.50**

Annual Operating Assessment	\$	737.98
Annual Reserve Assessment	\$	-00

**Total Annual Assessment** \$ **737.98**

### PHASE 1B SINGLE FAMILY TOWN HOMES

Monthly Operating Assessment	\$	73.50
Monthly Reserve Assessment	\$	-00

**Total Monthly Assessment** \$ **73.50**

Quarterly Operating Assessment	\$	220.50
Quarterly Reserve Assessment	\$	-00

**Total Quarterly Assessment** \$ **220.50**

Annual Operating Assessment	\$	881.98
Annual Reserve Assessment	\$	-00

**Total Annual Assessment** \$ **881.98**



**LOCHLYN HILL**  
ARCHITECTURAL STANDARDS



# LOCHLYN HILL

## ARCHITECTURAL STANDARDS

The following are the guiding principles the Lochlyn Hill Architectural Review Board (LH-ARB) will use in conjunction with the builder/architect design team to develop the original built form of Lochlyn Hill. The Code of Development associated with the City PUD is a historical document that forms the foundation for the following Architectural Standards.

The primary function of this document is to establish the baseline for interpretation by the LH-ARB. It is the expectation of the LH-ARB that the eventual homeowner led committee will include more specific rules to help in the governance of the LH-ARB when control is transferred to the Neighborhood. Specific rules will be documented throughout the initial phases of construction and as the Lochlyn Hill neighborhood evolves. Milestone Partners or its successor, the developer of Lochlyn Hill, will be available long term to assist the LH-ARB in managing the vision of the Neighborhood.

Per the Homeowner's Association Declaration, at such time as final certificates of occupancy have been issued with respect to homes constructed on one-hundred percent (100%) of the Residential Lots Milestone shall remain in control of the LH-ARB. The LH-ARB powers will then be transferred to the Board of Directors of the Association, and at such time the Board shall appoint a committee comprised of not less than three (3) and no more than seven (7) members to enforce these provisions. Additionally, the LH-ARB shall include one representative appointed by Milestone as long as Milestone desires to have a representative on the Board.

This document contains the following sections for reference:

### Architectural Values

- Diversity
- Pedestrian Oriented Neighborhood
- Rhythm of Public/Private Spaces
- Massing in Relations to Lot/Block/Neighborhood
- Authenticity of Style
- Sustainability
- Landscaping

### Review Protocol

- Builder
- Homeowner

### Construction Protocol



# ARCHITECTURAL VALUES

## Diversity

Lochlyn Hill will feature an emphasis on diversity in the following categories:

- Roof Treatment and Orientation
- Elevations
- Materials
- Colors
- Edge Treatments
- Landscaping
- Massing

### ***Diversity Guidelines:***

1. The distribution of lot sizes at Lochlyn Hill creates inherent diversity between building product. Specific diversity constraints of elevations and colors are not necessary, but homebuilders and residents are encouraged to view the street as a composition.
2. A variety of roofing materials are encouraged, a minimum of 30-year architectural fiberglass shingles shall be met. Accent roof material is encouraged where appropriate to the architectural style.

## Pedestrian Oriented Neighborhood

In order to encourage walkability throughout Lochlyn Hill, homes should artfully engage the street. The pedestrian zone will extend from front door to front door, creating a dynamic space that encourages social interaction and well-being.

### ***Pedestrian Orientation Guidelines:***

1. Walkway material from the sidewalk to the front porch or other similar entranceway to the home, is encouraged to be diverse
2. Finished floor elevations of 2'+ higher than the sidewalk are strongly encouraged.

## Rhythm of Public/Private Spaces

To foster a vital street complex it will be important to define the public spaces which are characterized by sidewalks from the semi-public defensible spaces, such as the home's front yard and front porch. Methods for defining those spaces include:

- A broad variety of edge treatments including retaining walls, cheek walls, hedges, fences, landscaping, and slope may accomplish this distinction.
- A buffer space that protects the private space on the front of the house.
- A "Cool Zone" that is most commonly defined by a front porch, but could be a patio or terrace.
- A raised finished floor to delineate the private space within the house as separate from the public realm

- Carefully crafted outdoor space in relation to floorplan on the side and/or back of the homes.

***Public/Private Space Guidelines:***

1. Backyard privacy fences should not be taller than 6' and the finished side of the fence shall face out. Privacy fences may not start within the first 1/4 of the front of the house. Privacy fences are allowed on corner lots at the building setback and must include landscaping on the street side of the fence.
2. Fence Materials shall be wood or metal fencing, vinyl fencing is prohibited. Style of fencing shall be compatible with the architectural style of the house. When wood fencing is used, it shall be stained a uniform color (BEHR XXXX), painting is prohibited. When metal fencing is used, it shall be Black.
3. Edge treatments are required on all lots and should relate to the architectural style of the house. Edge treatment shall include both street sides on corner lots. Methods for treating the edge might include fences (wrought iron, picket, etc.), hedges, walls, curbs (cheek wall), slope and landscaping.
4. Edge treatments should work cohesively with architecture style of house.
5. Diversity is encouraged in fence and masonry material choices, provided they are compatible with the architectural character of the house and adjoining property treatments.

## **Massing in Relation to Lot/Block/Neighborhood**

We value the exterior spaces throughout the neighborhood in conjunction with the living spaces inside the homes. Homes must:

- Address the corners.
- Possess diversity of roof structures and orientation
- Address the public spaces
- Be sited properly to ensure pleasant view sheds are captured. An example may include locating the house at the terminus of a street so that it becomes a prominent landmark.

***Massing Guidelines:***

1. Carriage Houses: Each carriage house will meet the requirements for a single family dwelling as defined in the Virginia Uniform Statewide Building Code. Each Carriage House Unit shall conform to the Code of Development. They shall be on the same parcel as the primary dwelling unit to which it is an accessory. Carriage House Units may not be subdivided from the primary residence. The subdivision restriction shall be described on the plat creating such parcels and be incorporated into each deed conveying title to such parcels.
  - a. All Carriage House Units must be constructed in the same architectural style as the primary residence and must employ the same exterior color selections as the primary residence. Setback regulations for Carriage House Units shall be the same as those for garages

- b. Carriage House Units are separate, detached independent living units which are included with a single family detached unit and clearly subordinate to the primary residence. These units are typically located above a garage and are restricted to a maximum finished area of 800 square feet. These units may have a distinct street address and may be provided with separate utility meters if utilized as a rental unit.
2. Homes on corner lots should address the corner, preferably with a side entry to the porch or terrace. Side elevations for corner lots should be well-proportioned.

## **Authenticity of Style**

The style of the homes will be determined by the homebuilders. However, it will be important to pay specific attention to the authenticity of the components of the chosen architectural styles. Specific areas for concern are the:

- eave
- cornice
- exterior materials
- colors
- differentiation of floors where appropriate
  - base, middle and top
- Raised finished floor
- proportion
  - façade components
  - organization of elements
  - elements themselves
    - trim dimensions, column dimensions, etc

### ***Authenticity Guidelines:***

1. Architectural style should be supported by stylistically correct architectural detailing.
2. Material and color changes should occur at inside corners. They should not occur on outside corners or randomly on elevations.
3. Dog house chimneys are allowed with a foundation. The visibility from the street should be diminished by locating the chimney only on the back 2/3 of the side elevation of the house. Doghouse chimneys are not allowed on the side elevation facing the street on corner lots.
4. Shutters are to be full-operational or appear to be operational.
5. Eave overhangs should match the style of the house.
6. Soffits and porch ceilings are required to be paneled unless otherwise approved by the ARB.
7. Gutter downspouts are to be drained 10' away from the house or piped into the storm drain system. Gutters may not drain onto adjoining properties.

## Sustainability

Sustainability is defined by the quality of life in a place. A community is sustainable when the economic, social and environmental systems that make up that community are providing a healthy, productive, meaningful life for all residents, both present and future.

The goals for Lochlyn Hill for Sustainability include:

Utilization of Solar Orientation where possible and compatible with aesthetic goals

- Public buildings and amenities will be sited to achieve an appropriate balance between solar insulation and the uses of the buildings or amenities.

Energy Efficiency

- Earthcraft Certification
- HERS ratings
- Energy Star

Water Management & Conservation

- Low flow fixtures
- Rainwater roof catchments and storage
- Utilizing stormwater for greywater systems, e.g. irrigation or toilet flushing.

Durability

- Durable exterior finish materials
- High quality weather barrier and flashing details
- Flexible interior layouts (structure and utility layouts) (adaptive reuse)

Indoor Air Quality

- Controlled Mechanical Ventilation
- Low VOC finishes and adhesives
- Flooring options to meet American Allergy Institute standards.

Daylighting

- Orientation of buildings, placement of glazings, and coordination of overhangs to allow natural daylighting of interior spaces.

## Landscaping

The landscaping at Lochlyn Hill should build on the themes and forms established by the built form. Native plants are encouraged, however it is recognized that many non-native species are functional, beautiful and favorites of gardeners. Home landscaping should also consider the composition of the street, including neighboring landscape installations and street trees.

1. The rezoning of Lochlyn Hill establishes a minimum quantity of trees and shrubs:

### MINIMUM PLANTING REQUIREMENTS

Lot Width	Deciduous Trees	Evergreen Tree	Shrubs
60' - 80'	2	1	30
50' - 59'	2	1	20
40' - 49'	1	1	15
30' - 39'	1	0	10
< 30'	0	0	5

### MINIMUM PLANT SIZES AT TIME OF INSTALLATION

Tree	Size
Deciduous	2-inch caliper
Evergreen	6' height
Shrubs	3 gallon container

All disturbed areas must be re-vegetated with sod, grass, groundcover, or shrub masses. Homes with plant strips between the houses and the driveway are required to plant groundcover.

2. All new homes are required to have sod installed for all street-visible grass areas
3. Retaining walls visible from the street or other public area shall be of a higher material quality and shall be compatible with the adjacent building architecture materials and/or colors (e.g., shall be finished with brick, interlocking concrete block, stacked fieldstone, etc.). Retaining walls not visible from the street may be constructed of smooth plaster, finished concrete, or pressure treated wood.

# Architectural Review Protocol

## **Homebuilders**

The LH-ARB review process has been crafted to be collaborative. From Visioning to Design Development, the LH-ARB encourages dialogue with homebuilders to avoid difficulties at the Final Review. The steps to be followed for product review are:

- Visioning – A presentation by the Lochlyn Hill LH-ARB to the homebuilders to begin the dialogue of the built form.
- Schematic – Review by the LH-ARB of floorplans, siteplan and elevations.
- Final Review – Homebuilders should submit the Final Review package to the LH-ARB administrator. Package to include:
  1. LH-ARB Review Checklist
  2. Detailed 1/4" scale elevation drawings
  3. Site Plan including elevations of finished floor and relationship to neighboring structures.
  4. Landscape Plan including hard and softscape elements.
  5. Color palette recommendations for recommended product.
  6. Material submittals are requested.
- Final Inspection – Prior to third-party closing, homebuilder shall schedule a final inspection with the LH-ARB administrator for compliance purposes.

### ***LH-ARB Review Schedule:***

1. Submittals on 1<sup>st</sup> and 3<sup>rd</sup> Monday of each month.
2. If submittals are complete, review by LH-ARB on the following Friday.
3. Approval or denial letter to be sent out the following Monday.
4. Final Inspection – Scheduled for Monday and Tuesdays, compliance letter available by Friday.

## **Residents**

LH-ARB for residents should be limited to color changes, exterior modifications, and significant renovations. If there is a question about the applicability of an LH-ARB review, please contact the Property Manager. Depending on the nature of the renovations, the Property Manager will supply the submittal requirements to the resident.

### ***LH-ARB Review Schedule:***

1. Submittals on Monday of each week.
2. If submittals are complete, review by LH-ARB on Friday.
3. Approval or denial letter to be sent out the following Monday.
4. Final Inspection – Scheduled for Monday and Tuesdays, compliance letter available by Friday.

## Construction Protocol

### **Homebuilders and Residents**

Due to the nature of the Lochlyn Hill community, construction activity will be closely monitored for sensitivity to the neighborhood. Specific requirements include:

- Portable toilets should be provided by builders on construction site.
- On-site materials should be delivered and stored only on site, or on an adjacent lot owned by the homebuilder. Materials should not be delivered and placed in open space or on lots not owned by homebuilders.
- Trash should not accumulate on site. Dumpsters shall be located off of alleys when at all possible.
- Each homebuilder is responsible for their workers and the workers of their subcontractors.
- Construction hours are from 7:00 AM to 7:00 PM. Construction cannot begin on Sundays before 11:00 AM.
- Contractors are responsible for keeping dust to a minimum.
- Contractors are responsible for controlling drainage.
- Construction traffic must use approved construction entrances only.
- Parking should be on-site or on-street and not interfere with U.S. Mail delivery.
- Parking is not allowed in open space.
- Any and all damage is the responsibility of the homebuilder.
- Concrete suppliers and contractors are not allowed to clean equipment in common areas, streets or vacant sites. A central designated concrete clean out site shall be identified by Milestone and used by each builder.
- Use of neighboring hose bibs is prohibited.



# LOCHLYN HILL

## Architectural Review Board Plan + Specification Submission Form

Submission Date: \_\_\_\_\_

Review Date: \_\_\_\_\_

Builder/Owner: \_\_\_\_\_

Street Address: \_\_\_\_\_

Lot #: \_\_\_\_\_

Model: \_\_\_\_\_

Square Footage: \_\_\_\_\_

Foundation Type: \_\_\_\_\_

Site Plan Attached: \_\_\_\_\_

Landscape Plan Attached: \_\_\_\_\_

### Exterior Finish Color + Materials

Siding 1: \_\_\_\_\_ Color: \_\_\_\_\_ Spec Sheet Attached: \_\_\_\_\_

Siding 2: \_\_\_\_\_ Color: \_\_\_\_\_ Spec Sheet Attached: \_\_\_\_\_

Siding 3: \_\_\_\_\_ Color: \_\_\_\_\_ Spec Sheet Attached: \_\_\_\_\_

Trim 1: \_\_\_\_\_ Color: \_\_\_\_\_ Spec Sheet Attached: \_\_\_\_\_

Trim 2: \_\_\_\_\_ Color: \_\_\_\_\_ Spec Sheet Attached: \_\_\_\_\_

Roof 1: \_\_\_\_\_ Color: \_\_\_\_\_ Spec Sheet Attached: \_\_\_\_\_

Roof 2: \_\_\_\_\_ Color: \_\_\_\_\_ Spec Sheet Attached: \_\_\_\_\_

Shutter: \_\_\_\_\_ Color: \_\_\_\_\_ Spec Sheet Attached: \_\_\_\_\_

Door: \_\_\_\_\_ Color: \_\_\_\_\_ Spec Sheet Attached: \_\_\_\_\_

Other Color + Materials: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_