

EIGHTH DECLARATION OF AMENDED RESTRICTIVE COVENANTS AND EASEMENTS
FOR MOUNTAIN VIEW ESTATES, SECTION III, PHASES I,II, & III
(MOUNTAIN BROOK SUBDIVISION)

WHEREAS, Restrictive Covenants, Easements and Conditions were recorded with reference to all lots in Mountain Brook Subdivision Mt. View Estates, Section III, Phase I, in Deed Book 451, Page 779 of the Louisa County Circuit Court Clerk's Office, and has been revised and recorded with reference to all lots in Mt. View Estates, Section III, Phase I, in Deed Book 467, Page 135; Deed Book 487, Page 163; Deed Book 575, Page 195; Deed Book 581, Page 702; Deed Book 715, Page 213; Deed Book 715, Page 226; Deed Book 731, Page 513; Deed Book 784, Page 364; and Deed Book 866, Page 738 of the Louisa County Circuit Court Clerk's Office;

AND WHEREAS, by a majority vote of the property owners of the Mountain Brook Subdivision, and pursuant to the terms of the Restrictive Covenants applicable to the subdivision, these said Restrictive Covenants are amended as set forth herein in order to protect and enhance the value of this subdivision;

NOW THEREFORE, the following Amended Restrictive Covenants, Easements and Conditions are hereby imposed on and made applicable to all lots in Mt. View Estates, Section III, Phase I, II, & III (Mt. Brook I, II, & III) more particularly described by Plat of Survey of James H. Bell, Jr., P.C., Professional Land Surveyor, dated July, 1993, and recorded in the Clerk's Office of the Circuit Court of Louisa County, Virginia in Plat Book 8, Page 683, et seq.

ARTICLE I – DEFINITIONS

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

- a) **“Mountain Brook Subdivision”** refers to the subdivision described as Mt. View Estates, Section III, Phase I, II, & III (Mt. Brook I, II, & III).
- b) **“MBT”** shall refer to Mountain Brook of Troy Inc., the governing body of Mountain Brook Subdivision.
- c) **“MBT Board”** shall refer to the members of the Board of Directors of Mountain Brook of Troy, Inc.
- d) **“Member in Good Standing”** refers to a MBT Property Owner who has paid all assessments and applicable fees and is not subject to disciplinary action from the *MBT Board*.

- e) **"Property Owner"** shall mean and refer to the lot owner of record, whether one or more persons or entities, of fee simple title in any such parcel.
- f) **"Majority Vote"** is defined as 51% or greater of Members in Good Standing and there shall be one vote per lot.
- g) **"Common Areas"** refers to areas maintained by the Community, including the median of the Landover Rd entrance and the easements to The Lakes.
- h) **"MBT Governing Documents"** include, but are not limited to Covenants, By-laws and Articles of Incorporation.
- i) **"The Act"** refers to Commonwealth of Virginia Act (Section 55-508, et seq. of the Code of Virginia, 950, as amended), which defines the rights and obligations of a "Common Interest Community."
- j) **"Lakes"** shall refer to the two lakes containing approximately 8-10 acres each, constructed in the subdivision. One, commonly referred to as "Willow Ridge Lake" covers portions of Lots 146, 147A-B, 147C1, 148, 149, 150, 152, 191A-B, 255 and 256; the other, commonly referred to as "Landover Lake," covers portions of Lots 122, 123, 124, 125, 126, 127, 128, 130, 131, 247, and 248, as well as a third; a smaller pond, that covers portions of Lots: 247, 249, 250, and 242A.

ARTICLE II – MOUNTAIN BROOK OF TROY, INC.

- 2.1 MBT**, as a Common Interest community, as defined in Article 55-538 of the Virginia Code, shall be subject to and operate under The Act, and must also follow the specific limitations, rights and obligations set forth in these Restrictive Covenants. Except as otherwise specifically provided herein, and as specifically limited herein, **MBT** shall have the powers and authority granted to it by the Act. If any provision of the Act and these Restrictive Covenants are in conflict, the Restrictive Covenants shall take precedence, unless prohibited by law. In cases wherein the Restrictive Covenants are silent, the Act shall take precedence.
- 2.2** Enforcement of these Restrictive Covenants shall be managed by the *MBT Board* as set forth herein.
- 2.3** Each Mountain Brook Subdivision lot shall be entitled to one vote, contingent upon the lot owner(s) being a Member(s) in Good Standing.
- 2.4** Members in Good Standing shall elect a Board consisting of five members as referenced in the by-laws.

- 2.5 Mandatory Board meetings shall be quarterly in March, June, September and December of each calendar year, or as near as possible, and be open to all Property Owners, with advance notice posted in accordance with all requirements as defined in these Covenants.
- 2.6 An annual budget will be produced, and annual dues set as needed to satisfy budgeted priorities with a maximum cap of \$125.00. Detailed quarterly reports on the status of accounts and spending by *MBT Board* shall be made available upon request, and annual reports shall be provided to the property owners of Mountain Brook Subdivision with the annual assessment announcement in January of each year.
- a) Two weeks after each quarterly *MBT Board* meeting, the minutes from the prior meeting, a detailed summary of payments made, monies received and accomplishments of the *MBT Board* shall be posted to the official **MBT** website. Property Owners who do not have internet access may request a hard copy, and will be accommodated.
- 2.7 No contracts or indebtedness may be incurred in excess of the amount of funds for routine and continuing maintenance budgeted by the *MBT Board* from collected dues or assessments, unless an exception or special assessment has been approved by a majority vote of Members in Good Standing.
- 2.8 **MBT** shall be entitled to open bank accounts, pay bills, purchase supplies and materials, purchase insurance, hire contractors, obtain professional advice and services, and to fulfill their duties under the MBT recorded documents and The Act.
- 2.9 For all matters requiring the approval of a majority of Members in Good Standing, information about the vote shall be mailed to each, as well as appropriate means for voting. If the level of participation in the vote is such that a majority of Members in Good Standing is not reached, notice will be given to all lot owners that a special vote shall be taken at the next quarterly meeting, and the vote of a majority of Members in Good Standing in attendance shall prevail, as provided for in the Act. The MBT Board shall do everything within its power to ensure that every Member in Good Standing has been duly notified prior to said meeting.

ARTICLE III – RESPONSIBILITIES OF THE MBT BOARD OF DIRECTORS

- 3.1 The *MBT Board* is responsible for the collection and use of annual dues. The amount of the annual dues will be determined by the MBT Board, and based on an annual operating budget for routine and recurring expenses related to maintenance and upkeep of the *Mountain Brook Subdivision*.

- 3.2** The MBT Board shall also determine the necessity and amount of cash reserves required to repair, replace, and restore the capital components, as enumerated in the by-laws, for which all property owners have equal shared obligations.
- 3.3** The MBT Board has the right to include a line item for a contingency fund within the annual budget, in accordance with The Act.
- 3.4** The annual operating budget and annual dues shall be approved by the *MBT Board* at the December board meeting. Dues shall be announced by January 15, on a calendar year basis per Lot, and shall be paid by February 15th of each year.
- 3.5** Special assessments for other than approved annual budget items shall be voted on by mailed ballot, and decided by majority vote of Members in Good Standing.
- 3.6** If annual dues, assessments, or fees are not paid within 30 days of the due date, a fine of 5% of the annual dues shall be assessed monthly. If by May 15th payment has not been made, then a lien against the property owned by the property owner(s) in violation shall be filed within 30 days, in the Circuit Court of Louisa County. The MBT Board shall provide written notice to the Property Owner in violation at least ten days before the actual filing date of the lien. An interest rate of 8% shall be levied annually on the amount of the lien and fines and all legal and administrative cost dated back to the original due date, shall be included in the lien. In addition, warrants in debt or motions for judgments may be filed for collection of these sums. The *MBT Board* has the right to waive fines and/or allow deferred payments of dues in the event of hardship, for which proof must be provided by the property owner.
- 3.7** Neither the members of the *MBT Board*, nor its designated representatives, shall be entitled to any compensation for time and services rendered. The MBT Board members and representatives are acting solely as agents for **MBT**. The members of the *MBT Board*, their predecessors, or their successors, shall not have any personal liability for any acts or omissions committed as a member.
- 3.8** The *MBT Board's* approval or disapproval regarding any issues brought forward from the MBT Property Owners, as required in these covenants, shall be in writing, and must be in writing, to be effective. Any approval of any matter not specifically granted in writing shall automatically be deemed not approved.
- 3.9** Quarterly *MBT Board* meeting dates and locations shall be communicated to the membership by posting on the official MBT website 30 days prior to the meeting and by public signage at both entrances to the community, a minimum of one week prior to the meeting.

ARTICLE IV – PETITIONS TO AMEND MBT GOVERNING DOCUMENTS

- 4.1** All petitions affecting MBT, the MBT Board or the Mountain Brook Subdivision must be submitted to the Board for review prior to being presented to the Community, but the *MBT Board* may not deny the right to circulate any petition.
- 4.2** If property owners decide to submit a petition to the community regarding any proposed amendment to the MBT Governing Documents, it shall be submitted to the MBT Board at least five days prior to a quarterly MBT Board meeting, to allow for review. If it is deemed to be in good order, it shall be presented to all Property Owners of the community, and a community comment period regarding the proposed petition shall commence for an additional ten days, to allow for interested parties to voice their support or response to the proposed amendment, and to allow the MBT Board to consider its potential endorsement of the petition.
- 4.3** Any petition that is approved by the Property Owners must be reviewed and certified by the MBT Board to ensure that a Majority Vote has been achieved and all signatures shall be verified by the MBT Board prior to the amendment being submitted to County of Louisa.
- 4.4** Only an *MBT Board* member authorized by a majority of the *MBT Board* may submit amendments to these covenants, or by-laws to County of Louisa for inclusion.
- 4.5** Any petition which does not comply with all requirements of these Covenants shall be deemed not valid for the purposes of amending the MBT Governing Documents and shall not be enacted.

ARTICLE V –RESTRICTIONS AND OBLIGATIONS

- 5.1** No lot shall be used except for residential purposes. Home businesses that do not create significant traffic increase, or otherwise interfere with the enjoyment of adjacent properties shall be allowed, as per guidelines of the Act, and the regulations of County of Louisa.
- 5.2** Not more than one single family dwelling may be erected on any residential lot. Out buildings consistent with residential design may be erected upon approval by the MBT Board in writing.
- 5.3** Before new construction can begin on any vacant lots in Mountain Brook Subdivision, plans and specifications for the said construction must be submitted for approval to the *MBT Board*

- 5.4** The appearance of each house and yard must be maintained in such a way as to not detract from the property values in the subdivision.
- 5.5** Additional structures, including storage sheds, storage tanks, swimming pools and any structures that are visible from the adjacent properties must have approval by the *MBT Board* prior to the start of construction. Storage sheds visible from roadways and adjacent properties shall complement the design of the house structure.
- 5.6** No outside toilets shall be allowed on any lot except for on a temporary basis as approved by the *MBT Board*.
- 5.7** "DirecTV", "Dish Network" and other small satellite dishes with a maximum size of 3 feet in diameter are approved. Other designs may be approved, but must be submitted to the *MBT Board* for approval.
- 5.8** No sign of any kind shall be displayed to the public view on any lot except for two election signs within 60 days prior to an election, each approximately 2 x 2 feet, which shall be removed within 3 after the election. One real estate "for sale" sign shall be allowed. Additionally, "Open House" signs may be displayed for one week preceding the Open House event, but must be taken down by the end of the event. Small decorative signs, as well as small identifying signs are permitted.
- 5.9** Installation of solar or other alternative energy collection devices shall be permitted on individual lot owner property. However, such installations must first be approved by the *MBT Board*, and be in compliance with applicable codes and community standards of appearance. (VA code 67-701).
- 5.10** Use of firearms is prohibited within this subdivision. The use of any other equipment or toys involving projectiles, such as archery equipment, low velocity air guns, model rockets, etc. are allowed, if proper safety precautions are taken, and only under the supervision of a responsible adult.
- 5.11** No boats, trailers, campers, mobile homes, tractor trailers, tents, or shacks, shall at any time be occupied as a residence of any lot. No accessory or temporary building shall be used or occupied as living quarters. Boats, trailers, and campers are permitted, so long as they do not detract from the aesthetic value of the neighborhood.
- 5.12** No tractor-trailers, tow trucks, commercial vehicles over 8,000 lbs. GVW, heavy machinery, commercial equipment, unlicensed vehicles, or inoperable vehicles shall be kept on any lot, beyond a period of three days and nights, unless a variance is granted by the *MBT Board*.
- 5.13** No animals or fowl of any type shall be kept or maintained on any of the said lots, except for customary household pets, maintained in a manner to cause no nuisance to their neighbors. Dogs must not be allowed to run at large within the boundaries of the

subdivision.

- 5.14** No noxious or offensive trade or activity shall be conducted on any said lot, nor shall anything be done thereon which shall be or become an annoyance or nuisance to any of the property owners in this subdivision.
- 5.15** Lawns must be cut on a regular basis during the growing season, including all banks, ditches and other grassy areas to the edges of pavement of the street. Each property owner shall determine proper maintenance for their own property, but may not allow the property to cause damage to adjacent properties or their value.
- 5.16** Mailboxes and their supporting posts shall be maintained in good repair at all times.
- 5.17** The entrance median on Landover Road may be used for walking, and may not be used for any other purpose. Parking vehicles on the median is prohibited, and vehicles will be towed at owner's expense.
- 5.18** All notices for any violation of Article VI shall be by U.S. mail to the address of the property owner noted on the land books in the Circuit Court of Louisa.
- 5.19** The *MBT Board* reserves and is granted the right to waive a violation or to grant a variance in writing of any of the Restrictive Covenants referred to herein, excluding requirements for the Army Corps of Engineers provided in Article VIII Wetlands and Buffers.
- 5.20** All houses, garages, decks, sheds, any other buildings, swimming pools, swing sets, fences, gardens, or landscaping completed before January 1, 2016 are hereby approved with the exception of unresolved allegations of violations.

ARTICLE VI – THE LAKES

- 6.1** The Lakes themselves belong to the owners of these lots pursuant to their property lines as noted on the Plat of Subdivision recorded in Plat Book 8, Page 683. However, all lot owners in Mountain Brook Subdivision shall have the right of use of the said lakes subject to the rules for use of the lakes as stated below, and all lot owners shall be responsible for maintenance and upkeep of the lakes and pond including the impounding structures.
- 6.2** The Lakes shall be available for boating, fishing, swimming and general recreation and all users of the lakes will do so at their own risk, understanding that there are no lifeguards or other safety personnel on duty. By using the Lakes for recreation, members acknowledge that they shall follow safety rules posted on signs at the entrance to each

lake. No gasoline-powered motors will be allowed, and only electric-powered motors are permitted.

- 6.3 Use of The Lakes is restricted to dawn to dusk only. Quiet enjoyment of adjacent properties by their owners must be respected.
- 6.4 No one except lot owners and their accompanied guests shall be allowed on The Lakes. **MBT** may provide appropriate identification for each property owner in Mountain Brook Subdivision, which must be prominently displayed at all times.
- 6.5 It is understood and acknowledged that all lots which adjoin The Lakes, which is a portion of Mountain Brook Subdivision, have the right of access and use of The Lakes through their property, and all the landowners in Mountain Brook Subdivision have the right of use of The Lakes as well. Access will be provided to The Lakes for all property owners of Mountain Brook Subdivision whose property does not adjoin The Lakes who wish to use The Lakes through a 50 foot right of way easement access to the lakes. To access the Willow Ridge lake for boating, use the drive from Willow Ridge Rd. Willow Ridge Lake may also be accessed for non-motorized traffic via the easement over the dam between Magnolia Circle and Willow Ridge across portions of Lots 146 & 147C1. Landover Lake may be accessed via the 50 foot easement that leads to the lake over portions of Lots 130 & 131. Lot 242A and the smaller pond can be accessed between Lots 241 and 243. In addition, the *MBT Board* and/or its designees (e.g. a maintenance contractor) has full right of access to and use of the lakes, pond and dams for the purposes of planning, performing and/or inspecting maintenance and upkeep.
- 6.6 Vehicles shall not be left unattended or parked on the boat ramps or the easement access roads. No parking is permitted at any time on the dams or spillways. Parking is only allowed on the public roads, vehicles found in violation may be towed at owner's expense.
- 6.7 Maintenance and repairs for the lakes, including the impounding structures and the said 50-foot right-of- way easement access to the lakes, shall be obligation of MBT.

ARTICLE VII – WETLANDS AND BUFFERS

- 7.1 A 20-foot buffer area shall apply to the rear of the following lots, where they abut property not included in Mountain View Estates, to-wit: 118, 119, 120, 121, 131, 147C-G, 191C-D, 257, 192, 193, 194, 196, 197, 198, 200, 223, and 227. No building or construction may be done in this buffer area. The trees that are currently located in this buffer area may be subjected to a routine thinning. Additional trees may only be removed upon approval of the *MBT Board*. Additional trees and shrubbery may be planted in this buffer area, but no construction may take place in this buffer area.

- 7.2** A 50-foot buffer area shall apply to the following lots where they abut the stream bed or edge of lake located on the subject property, to-wit: 121, 122, 123, 124, 125, 126, 127, 128, 130, 131, 133, 134, 145, 146, 147A-C, 147C1, 147G, 148, 149, 150, 152, 153, 164, 165, 166, 167, 173, 174, 175, 180, 220, 219, 181, 182, 184, 185, 187, 188, 189, 190, 254, 255, 256, 191A-C, 232, 233, 235, 242, 247, 248, 249, and 250. This will create a 100-foot buffer area around all stream beds and lakes located on the subject property.
- 7.3** In addition, no construction or land disturbance activities of any kind may be conducted on the subject property within any wetland area as shown on the Plat recorded in the Clerk's Office of the Circuit Court of Louisa County, in Plat Book 8, page 691. Construction and land disturbance activities are specifically defined as follows:
- a) Destruction or alteration of wetlands on the property other than those alterations authorized by the Norfolk District, U.S. Army Corps of Engineers under permit number 93-8694-18.
 - b) Ditching, draining, diking, filling, excavating, land clearing, plowing, removal of topsoil, sand, or other materials, and any building of roads or alteration in the topography and/or hydrology of the land in any manner.
 - c) Construction or maintenance of buildings or mobile homes; however, by way of example and not limitation, structures such as boardwalks, foot trails, wildlife management structures, observation decks, picnic tables, and children's playground equipment may be placed in the wetlands provided that any such structure permits the natural movement of water and preserved the natural contour of the ground.
 - d) Notwithstanding the above, this shall not apply to the road crossings, The Lakes, and other land disturbing activities which have been permitted by the Army Corps of Engineers.

ARTICLE V I I I – NEW CONSTRUCTION and ALTERATIONS

- 8.1** No building, structure, out building, garage, animal house or enclosure, fence, tennis court, swimming pool, storage tank, wall, structure or appurtenance of any type shall be erected, placed, added or altered on any lot until the proposed building plans, specifications, exterior color of finish, and landscape plans have been filed with and approved in writing by the *MBT Board*.
- a) Denial of approval of plans, location or specifications may be based upon any grounds by the *MBT Board*, including aesthetic considerations, which in the sole discretion of the *MBT Board* shall be deemed sufficient, PROVIDED, HOWEVER, the *MBT Board* shall not approve any dwelling or house with a total floor or living space, exclusive of all

basements, porches, breezeways, garages, tool rooms and unfinished spaces, of less than 1500 square feet for a ranch-type or a one-story house, or 1700 square feet for a two-story house, or 1600 square feet for any tri-level or one-and-a-half-story house, unless a waiver is granted in writing, and PROVIDED FURTHER, that no building shall be constructed or erected on said lot unless built of solid or permanent material, and no structure shall have tar paper, roll back siding or similar material on the outside walls.

- b) The houses shall be built with a basement or crawl space and not on a concrete pad.
- c) No construction shall be commenced and no lot shall be graded except in accordance with such plan or modification thereof which has been approved by the *MBT Board*.
- d) No alterations may be used in such plans after approval by the *MBT Board* except by and with written consent of the *MBT Board*.
- e) One copy of all plans and related data shall be furnished to the *MBT Board* for its records.

All houses in this subdivision must also meet the following criteria, to-wit:

- 8.2** The house shall have a brick or stone foundation with the color and type of brick or stone to be approved by the *MBT Board*. In plans that call for basements, the entire foundation must be brick or stone all the way around the house. The brick or stone must maintain an even "collar" around the residence.
- 8.3** Siding color, shutter color, roof type and color, shall be submitted for approval.
- 8.4** The location of the house shall be staked on the lot and approved prior to beginning construction, and a landscaping plan shall be submitted for approval showing the location of the driveway, shrubbery, etc. The location of the house can only be approved after it has been staked on the lot. Any sheds, boathouses, fences or any other buildings or appurtenances must all have plans approved prior to construction.
- 8.5** All appurtenant structures located on the lot including garages, out buildings, fences, and any other type of addition to the property must be approved by the *MBT Board* and no construction can begin until a plan has been submitted and approved.
- 8.6** Driveways must be asphalt paved or a type of stone approved for finished driveways.
- 8.7** All houses must be a minimum of 100' off the road or street, and not within 20 feet of the line of the abutting property owner, unless a variance is granted.

- 8.8** Clearing for the house, yard, and septic tank must be limited to 150' x 150,' unless a variance is granted.
- 8.9** House locations cannot be moved once approval is granted, unless the new house location is staked and re-submitted for approval.
- 8.10** No house may be closer than 100' to the water's edge of any lake, pond or stream, unless a variance is granted.
- 8.11** The culvert for the entrance to any lot must be a minimum of 13" x 18" and 24' long. It must be made of corrugated metal, meet all VDOT specifications, and must be covered with at least 6" of #21A stone.
- 8.12** All easements for electric lines, telephone lines, cable television lines, or any other easement of any type in this subdivision must be approved by the *MBT Board*, regardless of the ownership of the property at the time of proposed dedication of such easement.
- 8.13** Any changes to the plans or other additions or appurtenances to the property must be submitted for approval to the *MBT Board*, and all approvals must be in writing to be valid.
- 8.14** Prior to any other improvement on a lot, there shall be constructed a driveway surfaced by gravel or crushed rock for a minimum distance of thirty-five (35) feet onto the lot from the margin of the subdivision road. No other improvement may be commenced until the driveway requirement has been met and the driveway must be maintained during construction so as to prevent mud, dirt, rock or other materials or debris from the construction site being deposited on the subdivision's roads.
- 8.15** The driveway shall be the sole means of access to the lot during construction and in the event any mud, dirt, rock or other materials or debris from the construction site is deposited on subdivision road, it must be promptly removed by the lot owner or the agent of the lot owner. If such materials or debris are not promptly removed upon the first occurrence, the *MBT Board* shall give written notice of that occurrence by mail or hand delivery to the owner or the owner's agent (which may be any contractor performing work or furnishing materials) and then if not promptly removed, the *MBT Board* shall have the right to summarily abate or remove the same at the expense of the lot owner; no notice shall be required in the event of the second or subsequent occurrences. Such expense, including any applicable court costs and attorney fees, shall be reimbursed by the lot owner within sixty (60) days of being billed there for and if not so paid shall be subject to lien as provided in the Virginia Property Owners' Association Act and these Restrictive Covenants.

- 8.16** Any lot owner, their employees and invitees (including but not limited to any general contractors, subcontractors or material suppliers, for all of whose acts the lot owner is hereby declared responsible) damaging the subdivision road or the shoulder or drainage system thereof, directly or indirectly, shall be fully liable to VDOT for the expense of repairing such damage.
- 8.17** All entrances to lots from the subdivision road shall meet the standards of the Virginia Department of Transportation and driveways and roads on lots shall be designed with proper and adequate drainage and shall be surfaced by rock to a minimum depth of four (4) inches, and then asphalt paved, or finished with approved stone.
- 8.18** Soils that are disturbed during, for the purpose of, or as a result of construction, shall be graded, with fertilizer, lime, seed and straw added as necessary, within such reasonable time and is practical after disturbance so as to keep erosion to a minimum, and in any event within thirty (30) days after completion of construction (weather permitting).
- 8.19** All lot owners shall construct their entrance and do no damage to the subdivision roads. All lots must access from subdivision streets, unless other entrances have been approved by VDOT and the *MBT Board*. Each lot owner shall be responsible for any damage done to the roads by his or her contractors or subcontractors.
- 8.20** All dwelling houses shall be connected to a water supply and septic system approved by the Louisa County Health Department. The Louisa County Health Department has on file a composite map showing a suitable location for septic field system or well for each lot within the subdivision. No septic system or well shall be located so as to substantially and adversely affect the placement of a well or septic system on any other lot within the subdivision or otherwise is contrary to the general purpose set forth above. Only drilled wells (no bored wells) will be allowed in the subdivision. Connection to county water and/or sewer will be permitted, if available.
- 8.21** All utilities must be underground, with the exception of junction boxes and other similar materials which must be located above ground.
- 8.22** All homes must be completed within 12 months of the beginning of construction. The commencement date shall be the date of issuance of a building permit for such construction and construction on any lot in the subdivision shall be regulated by the Louisa County Building Code and by building permits issued by County of Louisa.
- 8.23** All additions and secondary construction shall be completed within six (6) months from date of initiation, unless a variance is granted by the *MBT Board*.
- 8.24** If any structure on any lot is wholly or partly destroyed by fire or wind or suffers damage from any other cause, it must be rebuilt, or if not rebuilt, debris removed within

a reasonable time after such casualty, provided, however that no such condition shall be suffered to remain on any lot for more than six (6) months, the purpose for this requirement being to protect and preserve the values of other properties in the subdivision and to prevent any condition which is or with the passage of time could become a potential or actual hazard or nuisance, including conditions which might attract rodents or other undesirable animals.

ARTICLE IX – MISCELLANEOUS

- 9.1** Enforcement of these Restrictive Covenants shall be by proceedings at Law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. All property owners in this subdivision by recordation of their Deed of conveyance are subject to these Restrictive Covenants and agree to be responsible for any violation of these aforesaid Restrictive Covenants and further agree to be responsible for all reasonable attorney's fees and damages incurred in the prosecution and enforcement of these Restrictive Covenants. A fine of up to \$10 per day shall be assessed after 30 days' notice of any violation that has not been corrected, as provided in the Virginia Property Owners' Association Act.
- 9.2** Lot 242A, containing approximately 14.386 acres, was deeded as Tenants in Common to a set of original property owners on September 3, 2010 by Charles Purcell of Mountain Brook, L.C. It was intended to be and shall remain a nature preserve for passive recreation. At present, the lot cannot be legally treated as "Common Property". Should the opportunity arise, the *MBT Board* shall have authority to negotiate and accept an updated deed to this property only if it can be legally accepted as common property. In the absence of such a new deed, the *MBT Board* shall continue to pay county taxes on the property to protect MBT from potential liability.
- 9.3** The *MBT Board* reserves and is granted the right to amend in writing, subject to the written approval of Majority Vote, any of the Restrictive Covenants referred to herein. However, nothing herein shall alter the provisions of ARTICLE VIII regarding maintenance of the wetlands and buffers surrounding said wetlands unless approved in writing by the Army Corps of Engineers, or any successor State or Federal agency responsible for this maintenance.
- 9.4** These Restrictive Covenants shall be considered as covenants running with the land, and shall bind the purchaser of all lots as shown on the Plat of Mountain View Estates, Section III, referred to previously herein, or as amended, and their successors and assigns. If any of the aforesaid owners, their heirs, executors, successors or assigns shall be found in violation of the covenants and restrictions contained herein, it shall be lawful for the *MBT Board* to assess fines or to initiate legal proceedings against the person violating any such covenants or restrictions and either to prevent them from so doing or to recover damages for such violation.

9.5 Any invalidation of any one of these Restrictive Covenants shall in no way affect any other of the provisions herein, which shall continue to remain in full force and effect.

9.6 This declaration of the Restrictive Covenants supersedes all previous Declarations of Amended Restrictive Covenants and Easements for the Mountain Brook Subdivision registered with the County of Louisa.

David White
Secretary of MOUNTAIN BROOK of Troy Inc.

The undersigned President of the Board of Directors, being the principal officer of the Association, does hereby certify that this Eighth Declaration of Amended Restrictive Covenants and Easements for Mountain View Estates, Section III, Phases I, II, & III (Mountain Brook Subdivision), or a ratification thereof, has been signed by a majority of the recorded owners of lots in the Mountain Brook subdivision, in satisfaction of the amendment provision of Section 6.6 of the Seventh Declaration of Amended Restrictive Covenants and Easement for Mountain View Estates, Section III, Phases I, II, & III.

Executed as of July 21, 2016.

By: Paul Hartman
President of Mountain Brook of Troy, Inc.

WITNESS the following signature and seal this 21st day of 2016.

By: STATE OF VIRGINIA, COUNTY OF LOUISA,
to-wit:

I MICHELLE G. TURNER, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that, Managing Member of Mountain Brook of Troy Inc. whose name is signed to the foregoing writing bearing date of July 21, 2016, has this day personally appeared before me in my jurisdiction aforesaid and acknowledged the same.

Given under my hand this 21st day of July 2016

Notary Public

Commonwealth of Virginia

306194

My Commission Expires 2-28-18

Michelle G Turner

RECORDED IN CLERK'S OFFICE OF
LOUISA COUNTY CLERK OF COURTS ON
JULY 21, 2016 at 11:10:57 AM
AS REQUIRED BY VA CODE §58.1-802
STATE: \$0.00 LOCAL: \$0.00
SUSAN HOPKINS, LOUISA CLERK OF COURT
SUSAN R. HOPKINS CLERK OF COURT

May A. Kain