

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS (“Declaration”) is made this _____ day of _____, 2021, by ELMWOOD HOLDINGS, LLC, a Virginia limited liability company, hereinafter “Developer”.

WITNESSETH:

WHEREAS, Developer is the owner of real property located in the City of Lynchburg, Virginia, as more particularly described on **Exhibit A**, which is attached hereto and incorporated herein by reference; and

WHEREAS, the above-referenced property is located in the proposed community of Blackwater Run, which will contain residential uses; and

WHEREAS, in order to provide for the preservation and enhancement of the property values, amenities, and opportunities in the community which will contribute to the personal and general health, safety, and welfare of residents; for the purpose of insuring the best use and the most appropriate development and the improvement of said property and to protect owners of lots against such improper use of surrounding lots as will depreciate the value of the property; to preserve, so far as practical, the natural beauty of said property; to guard against poorly designed and proportioned structures and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best attractive homes thereon, with appropriate locations thereof on said building sites; to secure and maintain proper setbacks from streets, and adequate free space between structures; and in general to provide adequately for a high type and quality of improvement on said property and thereby to enhance the value of the lots therein, the Developer desires to subject the real property described above to the covenants, restrictions, easements, charges, and liens of this Declaration of Covenants and Restrictions, said covenants, restrictions, easements, conditions, and charges running with said real property and binding all persons or entities having or acquiring any right, title, or interest in said real property or any part thereof, and inuring to the benefit of each owner thereof; and

WHEREAS, to provide a means for meeting the purposes and intents herein set forth, the Developer has incorporated the Blackwater Run Property Owners Association, Inc. (hereinafter “Association”) under the laws of the Commonwealth of Virginia.

NOW, THEREFORE, Developer does hereby grant, establish, and convey to each Owner mutual nonexclusive rights, privileges, and easements of enjoyment on equal terms in common with all other Owners in and to the use of the Common Area and facilities; and does hereby declare the above-described real property to be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, conditions, charges, and liens (hereinafter referred to as “Covenants and Restrictions”), hereinafter set forth, which are for the purpose of protecting the value and desirability of, and shall run with, the real property and be binding on all parties having any right, title, or interest in the above-described real property or any portions thereof, their successors and assigns, and shall inure to the benefit of each Owner thereof.

AND FURTHER, the Developer hereby delegates and assigns to the Association the powers of owning, maintaining, and administering the Common Area, administering and enforcing the Covenants and Restrictions, collecting and disbursing the assessments and charges hereinafter created, and promoting the recreation, health, safety, and welfare of the residents.

ARTICLE I

DEFINITIONS

Unless the context clearly indicates to the contrary, the terms listed below shall be construed in accordance with the following definitions:

Section 1. “*Approval*” shall mean and refer to the issuance by any public agency of written approval, or any written waiver of approval rights, or a formal letter stating “no objection.”

Section 2. “*Assessable Unit*” shall mean and refer to any real property within the Properties which is subject to assessments, as provided in Article V.

Section 3. “*Association*” shall mean and refer to the Blackwater Run Property Owners Association, Inc., its successors and assigns.

Section 4. “*Book of Resolutions*” shall mean and refer to the document containing the rules and regulations and policies of the Association as they may from time to time be amended.

Section 5. “*Builder*” shall mean and refer to a person or entity which acquires a portion of the Properties for the purpose of improving such portion for resale to Owners or for lease to tenants.

Section 6. “*Common Areas*” shall mean and refer to all portions of the Properties and all interests therein, including easements and improvements thereon, owned or leased by the Association for the use and enjoyment of the Members and designated as such on any recorded plat relating to Blackwater Run.

Section 7. “*Declaration*” shall mean and refer to this Declaration of Covenants and Restrictions and all other provisions herein set forth in this entire document, as the same may from time to time be amended by Supplementary Declaration.

Section 8. “*Developer*” shall mean and refer to Elmwood Holdings, LLC, its successors and assigns; provided, however, that no successor or assignee of the Developer shall have any rights or obligations of the Developer hereunder unless such rights and obligations are specifically assigned by Elmwood Holdings, LLC by document recorded on these land records or unless said rights and obligations of the Developer inure to the successor of Elmwood Holdings, LLC by operation of law. Except as otherwise expressly set forth herein, the rights and obligations set forth herein of the Developer, as Developer, (the “Developer’s Rights”) shall cease when new Dwelling Unit construction within the Development Limits land has been completed, or after ten (10) years have lapsed since the recordation of the last Supplementary Declaration among the land records of the City of Lynchburg, Virginia, whichever is sooner.

Section 9. “*Development Limits*” shall mean and refer to the total of potential land which

may become a part of the Properties as depicted on **Exhibit B**, which is attached hereto and incorporated herein by reference or which is added to the Development Limits by virtue of Article II, Section 2(b).

Section 10. “*Dwelling Unit*” shall mean and refer to any structure or portion of a structure situated upon the Properties designed, intended, and with the appropriate approvals, including a residential use permit, for use and occupancy as a residence by a Single Family.

Section 11. “*First Mortgagee*” shall mean and refer to an Institutional Lender who holds the first deed of trust on a Lot or Dwelling Unit and who has notified the Association in writing of its interest in the Lot or Dwelling Unit.

Section 12. “*Founding Documents*” shall mean and refer to the Articles of Incorporation of the Association, this Declaration, any Supplementary Declaration, or amendments to this Declaration, and the Bylaws of the Association, all as initially drawn by the Developer and filed or recorded as the case may be, and all as duly amended from time to time.

Section 13. “*Governing Documents*” shall mean and refer collectively and severally to the Founding Documents and Book of Resolutions, as such may be amended from time to time.

Section 14. “*Institutional Lender*” shall mean and refer to one or more commercial or savings banks, savings and loan associations, trust companies, credit unions, industrial loan associations, insurance companies, pension funds, or business trusts, including but not limited to real estate investment trusts, any other lender regularly engaged in financing the purchase, construction, or improvement of real estate, or any assignee of loans made by such a lender, or any private or governmental institution which has insured a loan of such a lender, or any combination of any of the foregoing entities.

Section 15. “*Lot*” shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Properties (with the exception of Common Area as heretofore defined), located within the Properties.

Section 16. “*Members*” shall mean and refer to members of the Association, each of whom shall be the Owner of a Lot.

Section 17. “*Notice*” shall mean and refer to (i) written notice delivered personally or mailed to the last known address of the intended recipient; or (ii) notices published at least once a week for two consecutive weeks in a newspaper having general circulation in the City of Lynchburg; or (iii) notice published in two consecutive issues of the newsletter of the Association which is delivered personally or mailed to the address of each occupied Dwelling Unit.

Section 18. “*Open Space Areas*” shall mean and refer to any open space areas as set forth on any plat recorded by developer or as designated in this Declaration or in any Supplementary Declaration. The Open Space Areas shall be open to use by Members under regulation of the Board of Directors and may be open to nonmembers subject to rules, regulations, and user fees prescribed by the Board of Directors.

Section 19. “*Owner*” shall mean and refer to the record holder of the fee simple title to any

Lot, whether referring to one person or entity or collectively to more than one person or entity who have joint ownership of a Lot, including contract Sellers; the term “Owner” shall exclude those having an interest merely as security for the performance of an obligation.

Section 20. “*Properties*” or “*Property*” shall mean and refer to all real property which is hereby subjected to the Declaration, together with such other real property as may from time to time be annexed thereto in accordance with Article II hereof. At this time, the Properties (Property) consist of the real property described on **Exhibit A** attached hereto.

Section 21. “*Quorum of Members*” shall mean and refer to the representation at a duly called meeting of the Members by presence or proxy of Members who hold at least twenty-five percent (25%) of the outstanding Class A votes, and the representation by presence or proxy of the Class B Member, so long as it shall exist. In the event a “Quorum of Members” is not present at a duly called meeting of the Members, no action may be taken which requires the vote of a Quorum of Members, other than to continue the meeting to a later date.

Section 22. “*Registered Notice*” shall mean and refer to any Notice which has been sent by Registered U.S. Mail, return receipt requested, to the last known address of the intended recipient and which has been signed for or has been certified by the U.S. Postal Service that delivery was attempted at the aforementioned address. Failure by refusal of an intended recipient to acknowledge or accept such Notice shall nevertheless constitute receipt.

Section 23. “*Single Family*” shall mean and refer to a single housekeeping unit of which the members are related by blood, marriage, adoption or other custodial relationship recognized by Virginia law and which may include not more than two adults who are not so related.

Section 24. “*Supplementary Declaration*” shall mean and refer to any declaration of covenants, conditions, and restrictions which may be recorded by the Developer in order to amend this Declaration, or which expands the Properties beyond the land which is initially subjected to the Declaration.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERE TO

Section 1. *The “Properties.”* The Properties are and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration.

Section 2. *Additions to the Properties.* Additional properties may become subject to this Declaration in accordance with this Article II, Section 2. The Developer shall have the unilateral right to subject to the Declaration any additional property which lies within or without the Development Limits, provided that not more than forty (40) years have lapsed since the recordation of the last Supplementary Declaration among the land records of the City of Lynchburg, Virginia.

The Supplementary Declaration which subjects additional property within the Development Limits to the Declaration shall describe the real property to be annexed to the scheme of this Declaration and shall state that it is being made pursuant to the terms of this Declaration for the

purpose of annexing the property described in the Supplementary Declaration to the scheme of this Declaration and extending the jurisdiction of the Association to cover the real estate so described in such Supplementary Declaration. The Supplementary Declaration may contain such complementary additions and modifications to this Declaration as may be necessary to reflect the different character, if any, of the real property being annexed or the various housing or community style characteristics and development approaches to which the annexed land or parts thereof may be subject, all of which may be significantly at variance with other portions of the Properties, but all of which shall be consistent in quality with the improvements constructed on the Properties.

The additions authorized hereunder shall be made by complying with the requirements of the applicable City Zoning Ordinances, by recording on these land records one or more Supplementary Declarations of covenants and restrictions with respect to the additional property, and by filing with the Association the preliminary plat for such additions.

Section 3. *The Development Limits Land.* The land set forth within the Development Limits is the maximum limit to which the Properties can be expanded. The Development Limits are merely a limit on the unilateral expansion of the Properties by the Developer and shall not bind the Developer to add to the Properties any or all of the lands which are shown on the Development Limits, nor to improve any portion of such lands unless and until a Supplementary Declaration is filed by the Developer for such property which subjects it to this Declaration. Thereupon, the Developer shall then be obligated to complete development of the portion of the Properties annexed by the Supplementary Declaration. The Developer hereby reserves the right to develop the land depicted in the Development Limits and not yet submitted to this Declaration, as desired by the Developer in response to changes in technological, economic, environmental, or social conditions related to the development or marketing of the land or to changes in requirements of government agencies and financial institutions.

Section 4. *Merger.* In accordance with its Articles of Incorporation, the real estate, personalty, rights, and obligations of the Association may by operation of law be transferred to another surviving or consolidated association similar in corporate nature and purposes. Similarly, the real estate, personalty, rights, and obligations of an association similar in corporate nature and purposes to the Association may by operation of law be added to the property, rights, and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration upon any other properties as one scheme. No such merger or consolidation, however, shall affect any revocation, change, or addition to the Covenants established by this Declaration within the Properties except as hereinafter provided. Such merger or consolidation shall require the affirmative vote of sixty-seven percent (67%) of the Class A Members and the approval of the Class B Member, if Class B membership has not ceased.

ARTICLE III

THE ASSOCIATION

Section 1. *The Association.* The Association is a nonprofit, nonstock corporation organized and existing under the laws of Virginia and charged with the duties and vested with the powers prescribed by law and set forth in the Governing Documents, as such may be amended from time to time, provided no other Governing Documents shall be amended for any reason or otherwise

changed or interpreted so as to be inconsistent with this Declaration.

Section 2. *Membership.*

(a) *Basis.* Membership shall be automatic and mandatory and shall be appurtenant to the Lot, Dwelling Unit, or portion of the Properties giving rise to such membership, and shall not be assigned, transferred, pledged, hypothecated, conveyed, or alienated in any way except as provided in the Governing Documents.

(b) *Member's Rights and Duties.* Each Member shall have the rights, duties, and obligations set forth in the Governing Documents.

(c) *Voting Rights.* The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners except the Class B Member. Class A Members shall be entitled to one vote for each Lot owned.

Class B. The Class B Member shall be the Developer, or any successor or assignee to whom the Developer assigns any or all of its rights as Developer pursuant to this Declaration by assignment recorded in the land records of the City of Lynchburg, Virginia. Such assignment shall only operate as to the land which is owned by such successor or assignee and which is referenced specifically in the instrument of assignment. The Class B Member shall have three votes for every Lot or Dwelling Unit proposed for Blackwater Run on the plan of development on file at the Association's main office at the time of any vote, less the number of Class A votes outstanding at the time the vote is taken.

The Class B membership and Class A voting rights shall cease upon the earlier of the following events: when the total number of Class A votes equals the total number of Class B votes or on December 31, 2031. Thereafter, the Developer shall have Class A membership rights for each Lot which it owns.

(d) *Exercise of Vote.* The vote for any membership which is held by more than one person may be exercised by any one of them, provided that no objection or protest by any other holder of such membership is made prior to the completion of a vote. If such protest is lodged prior to the completion of the vote, the vote for such membership shall not be counted, but the Member whose vote is in dispute shall be counted as present at the meeting for quorum purposes if the protest is lodged at such meeting.

Section 3. *Board of Directors.*

(a) *Composition.* The number of Directors and method of selection of Directors shall be as provided in the Bylaws; provided, however, that the Developer, until its rights as Developer cease, shall be entitled to appoint at least two (2) Directors.

(b) *Extent of Power.*

(1) The Board of Directors shall have all powers to conduct the affairs of the Association which are enabled by law or the Founding Documents and which are not

specifically reserved to Members or the Developer by said Documents.

(2) The Board of Directors shall exercise its powers in accordance with the Governing Documents.

(c) *Powers and Duties.* By way of example and without limiting the generality thereof, the Board shall have the power and obligation to perform the following duties:

(1) *Real and Personal Property.* To acquire, own, hold, improve, maintain, manage, lease, pledge, convey, transfer, or dedicate real or personal property for the benefit of the Members in connection with the affairs of the Association, except the acquisition, mortgaging, or disposal of Common Area and/or improvements shall be subject to the provisions of Articles II and IV of this Declaration; and

(2) *Rule Making.* To establish rules and regulations for the use of property as provided in Articles IV and VI and to review, modify, and approve architectural standards adopted by the Architectural Review Board; and

(3) *Assessments.* To fix, levy, and collect assessments as provided in Article V; and

(4) *Easements.* To grant and convey easements over and across the Common Area as may become, necessary and as provided in Article VII; and

(5) *Employment of Agents.* To employ, enter into contracts with, delegate authority to, and supervise such persons or entities as may be appropriate to manage, conduct, and perform the business obligations and duties of the Association; and

(6) *Mergers/Consolidations.* To participate in mergers and consolidations with other corporations as provided in Article II; and

(7) *Enforcement of Governing Documents.* To perform acts, as may be reasonably necessary or appropriate, including bringing suit, causing a lien to be filed or enforced, suspending membership rights, or enforcing or effectuating any of the provisions of the Governing Documents.

Section 4. *The Architectural Review Board.*

(a) *Composition.* Until the Developer ceases to own any Lot within the Development Limits, the Architectural Review Board shall be composed of from three (3) to five (5) members, at least three (3) members of which are appointed by the Developer. At such time as the Developer's Rights cease, the Board of Directors may appoint two (2) members to the Architectural Review Board. When the Developer no longer owns any Lot within the Development Limits, the Architectural Review Board shall consist of three (3) or more persons who shall be appointed by the Board of Directors as provided in the Bylaws.

(b) *Powers and Duties.* The Architectural Review Board shall regulate the external design, appearance, and location of improvements located on the Properties in such a manner so as to preserve and enhance values and to maintain a harmonious relationship

among structures and the natural vegetation and topography. In furtherance thereof, the Architectural Review Board shall:

(1) Review and approve, modify, or disapprove written applications of Owners and of the Association for improvements or additions to Lots, Dwelling Units, or Common Areas, which notices of any disapproval of applications shall be by Registered Notice and which approvals of applications shall be sent by regular mail;

(2) Monitor Lots for compliance with architectural standards and approved plans for alteration in accordance with the Bylaws and Book of Resolutions;

(3) Adopt architectural standards subject to the confirmation of the Board of Directors; and

(4) Adopt procedures for the exercise of its duties and enter them in the Book of Resolutions.

(c) *Failure to Act.* In the event the Architectural Review Board fails to approve, modify, or disapprove, in writing, a correctly filed application within forty-five (45) days, approval will be deemed granted. Notification of total or partial disapproval shall include the reasons for such disapproval. Failure of the Architectural Review Board or the Board of Directors to enforce the architectural standards or to notify an Owner of noncompliance with architectural standards or approved plans for any period of time shall not constitute a waiver by the Architectural Review Board or the Board of Directors of the enforcement of this Declaration

(d) *Appeal.* An applicant may appeal an adverse decision of the Modification and Change Panel to the Board of Directors, which may reverse or modify such decision.

Section 5. *Fidelity Bonds.* The Association shall obtain fidelity coverage against dishonest acts on the part of Directors, officers, managers, employees, or agents responsible for handling funds collected and held for the benefit of the Association as required by the rules of any applicable federal mortgage agencies or by applicable Virginia law.

Section 6. *Insurance.* The Association shall maintain hazard insurance policies for 100% of the replacement cost of any improvements on the Common Areas and a comprehensive policy of public liability insurance covering the Common Areas as required by any applicable federal mortgage agencies. In the event the Association shall fall to maintain insurance for the Common Areas or shall allow insurance coverage to lapse, one or more of the First Mortgagees shall have the right upon reasonable notice to the Association to obtain such insurance and to advance premiums on behalf of the Association. The Association shall reimburse such First Mortgagees for premiums advanced. The Association shall also provide broad-form Directors and Officers (D&O) insurance coverage to cover all officers, directors, committee members, employees and managing agent as well as other types of insurance deemed necessary by the Board of Directors.

ARTICLE IV

COMMON AREA

Section 1. *Obligations of the Association.* The Association, subject to the rights of the Members set forth in this Declaration, shall be responsible for the management and control for the benefit of the Members of the Common Areas conveyed to it, private streets, and all improvements thereon (including street lights, furnishings, and equipment related thereto), and shall keep the same in good, clean, attractive, and sanitary condition, order and repair in compliance with standards contained in the Book of Resolutions, which shall include snow removal from streets owned by the Association. The Association shall further be responsible for the maintenance of grass areas and other amenities within the Common Areas and within public rights-of-way.

Section 2. *Easement of Enjoyment to Common Area.* Subject to the provisions herein, every Owner shall have a right and nonexclusive easement of enjoyment in and to the Common Areas, which shall be appurtenant to and shall pass with the title to every Lot, and every member shall have a right of enjoyment to the Common Areas.

Section 3. *Extent of Members' Easement.* The Members' easement of enjoyment created hereby shall be subject to the following:

- (a) The right of the Association to establish reasonable admission and other fees for the use of the Common Areas, including the right to require or charge admission and other fees for the use of a Common Area;
- (b) The right of the Association to suspend the right of a Member to use the recreational facilities for any period during which any assessment against his Lot or Dwelling Unit remains unpaid for more than thirty (30) days after notice until such default has been remedied; the right of the Association to suspend the right of a Member to use the recreational facilities for a period not to exceed sixty (60) days for each other infraction of the Governing Documents;
- (c) The right of the Association to mortgage any or all of the Common Area with the assent of sixty-seven percent (67%) of the Class A Members and the approval of the Class B Member, so long as the Class B Member shall exist. In the event of a default upon any mortgage, the lender's rights hereunder shall be limited to a right, after taking possession of such properties, to charge reasonable admission and other fees as a condition to continued enjoyment by the Members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored;
- (d) The right of the Association to convey, or transfer, all or any part of the Common Areas, subject to the prior approval of City and the assent of sixty-seven percent (67%) of the Class A Members and the approval of the Class B Member;
- (e) The right of the Association to license portions of the Common Area to Members on a uniform, nonpreferential basis;
- (f) The right of the Association to regulate the use of the Common Areas for the benefit of Members;

(g) The right of the Association to establish rules and regulations and fees for the use of the Common Areas by Members and nonmembers;

(h) The right of the Association, at any time or times, consistent with the then existing zoning ordinances of the City of Lynchburg, and pursuant to a recorded subdivision or resubdivision plat, to transfer part of the Common Areas to or at the direction of the Developer for the purpose of adjusting Lot lines or otherwise in connection with the orderly subdivision and development of the Properties, *provided that*:

(1) such transfer shall not reduce the portion of the Properties required by the City of Lynchburg to be set aside for open space at the time of the transfer,

(2) the Developer shall transfer to the Association as Common Area such portion of the Properties as is necessary to maintain the total acreage designated as Common Area at that level existing at the time of the transfer,

(3) all Lots which were adjacent to Common Area prior to such transfer shall remain adjacent to Common Area after such transfer; and

(4) the adjustment shall not materially alter the Common Area.

Section 4. *Delegation of Use.* Any Member may delegate to the members of his family and to his guests and tenants his right of enjoyment to the Common Area and facilities subject to such general regulations as may be established from time to time by the Board of Directors, and included within the Book of Resolutions.

Section 5. *Title to Common Area.* The Developer hereby covenants that areas designated as Open Space Areas, which the Developer conveys to the Association as Common Areas or to a governmental agency as parkland, shall be free and clear of liens and financial encumbrances at the time of conveyance. In the event a lien or encumbrance shall attach to all or a portion of the Common Areas, one or more of the lienholders and/or mortgagees shall have the right to discharge said lien or encumbrance after reasonable notice to the Association and to seek reimbursement for amounts paid to discharge the lien or encumbrance.

ARTICLE V

COVENANT FOR ASSESSMENTS

Section 1. *Creation of the Lien and Personal Obligation of Assessments.* Each Owner of any Lot by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association such Annual and Special Assessments as are established herein and paid in the manner hereinafter provided.

All such assessments, together with interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest thereon and costs of collection thereof, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due and shall not pass as a personal

obligation to his successors in title unless expressly assumed by them. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Areas or by abandonment of his Dwelling Unit or Lot.

Section 2. *Subordination of the Lien to Mortgage.* The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Assessable Unit shall not affect the assessment lien. However, the sale or transfer of any Assessable Unit pursuant to foreclosure of a first mortgage or first deed of trust or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Assessable Unit from liability for any assessments thereafter becoming due or from the lien thereof.

Section 3. *Method of Assessment.* All assessments shall be levied by the Association against Assessable Units, and collected and disbursed by the Association. The Board of Directors shall fix the amount of the assessments as provided hereinafter and set the dates such assessments shall become due.

Section 4. *Annual Assessments.* The Annual Assessment shall be used exclusively to promote the health, safety, and welfare of the Members of the Association as a whole and in particular to improve, maintain, and operate the Common Areas and facilities over which the Association has control, and shall include the funding of appropriate reserves for future maintenance, repair, and replacement.

(1) *Maximum.* Until the first day of the fiscal year following commencement of assessments, the maximum General Assessment rate for one year shall be \$ _____.

(2) *Change in Maximum.* From and after the first day of the fiscal year immediately following the commencement of assessments, the Board of Directors may increase the maximum each year by a factor of not more than _____ percent (____%) of the maximum for the current fiscal year.

(3) *Method of Assessment.* By a vote of a majority of the Directors, the Board shall fix the Assessments to be collected annually at an amount not in excess of the current maximum for each assessment; provided, however, that the Annual Assessments shall be sufficient to meet the obligations imposed by the Declaration and the Supplementary Declarations. In the event the Board fails to fix an assessment for any fiscal year, then each assessment established for the prior year shall automatically be continued until such time as the Board acts.

(4) *Date of Commencement of Annual Assessments.* The first Annual Assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance to the Association of the Common Areas.

Section 5. *Special Assessments.*

(a) *Capital Improvement Assessment.* The Association may levy in any assessment year a Special Assessment against Assessable Units, applicable to that year and payable over not more than the next three (3) succeeding years, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital

improvement upon the Common Area, including fixtures and personal property related thereto, or other specified purpose. A Special Assessment may be overturned by vote of two-thirds (2/3) of the Class A Members with the consent of the Class B Member if such vote is taken within 60 days of the vote of the Association board to impose such Special Assessment.

(b) *Restoration Assessment.* The Association may levy a Restoration Assessment upon any Lot whose Owner fails to maintain such Lot, as provided in Article VI, Section 2, or who fails to provide such maintenance funds as may be required by the Supplementary Declaration for such Lot. Restoration Assessments shall be limited to the amount necessary to meet the cost of restoration or deficiency in required funds and the cost of collection thereof.

Section 5. *Undeveloped Property.* No funds from any Annual or Special Assessment will be used to maintain unimproved property owned by the Developer or which it has contracted to purchase within the Development Limits and which has not been submitted to these Covenants by Supplemental Declaration. Property submitted by Supplemental Declaration will be immediately assessable as to the number of Lots or Dwelling Units platted or planned.

Section 6. *Effect of Nonpayment of Assessments: Remedies of the Association.* Any assessment installment not paid within thirty (30) days after the due date shall be delinquent. Thereupon, the Association shall provide Notice of such delinquency as provided by law and may (a) declare the entire balance of such Annual or Special Assessment due and payable in full; (b) charge interest from the due date at a percentage rate no greater than is permissible by law, such rate to be set by the Board for each Assessment period; (c) charge a penalty to be set by the Board of Director; (d) give Notice to the Owner that in the event payment with accrued interest and penalties are not paid within thirty (30) days from the date of such Notice, then the expressed contractual lien provided for herein shall be filed and/or enforced; and (e) upon Registered Notice to the Owner or Occupant of the Lot or Dwelling Unit, suspend the right of such Owner or Occupant to vote or to use the recreational facilities until the assessment, accrued interest, penalties, and costs of collection are paid in full.

Section 7. *Exempt Property* The following property subject to this Declaration shall be exempted from the assessments, charges, and liens created herein: (1) all properties to the extent dedicated and accepted by a public authority and devoted to public use; (2) all Common Areas; (3) all properties exempted from taxation by the state or county government upon the terms and to the extent of such legal exemption, provided that no property utilized for residential purposes shall be exempt.

ARTICLE VI

USE OF PROPERTY

Section 1. Protective Covenants.

(a) *Nuisances.* No nuisance shall be permitted to exist or operate upon any of the Properties so as to jeopardize property values or be detrimental to the well-being of Members. Only usual household pets will be allowed on the Property and such pets shall be

restricted to the Lots, and will not be allowed to run at large unless under the supervision of their owner. No trade materials or inventories may be stored on any Lot. No exterior television or radio antenna shall be constructed on any Lot. No inoperative vehicles and the like may be used, stored, or regularly parked on the Property. Boats, recreation vehicles, camping vehicles and the like may be only in the backyard behind the Dwelling Unit or enclosed garages and they shall not be used for residential purposes. No commercial vehicles larger than pickup trucks shall be regularly parked on any Lot, and there shall be no more than one such commercial vehicle regularly parked on any Lot.

(b) *Restriction on Further Subdivision.* No Lot shall be further subdivided or separated into smaller Lots by any Owner, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by an Owner, provided that this shall not prohibit deeds of correction, deeds to resolve boundary line disputes and similar corrective instruments, easements to public agencies or authorities, or for utilities.

(c) *Conditions for Architectural Control.* No improvements, alterations, repairs, change of paint colors, exterior lighting, landscaping, excavations, changes in grade, walls, fencing, or other work which in any way alters the exterior of any Dwelling Unit, Lot, or Common Area or the improvements located thereon from its natural or improved state, existing on the date such property was first subject to this Declaration, shall be made or done without the prior written approval of the Architectural Review Board. No building, residence, or other structure, fence, wall, or landscaping in lieu thereof shall be commenced, erected, maintained, improved, altered, made, or done on such property without the prior written approval of the Architectural Review Board. All plans submitted to the Architectural Review Board shall be prepared by a person or firm regularly engaged in such work. In the exercise of its authority to grant or deny approval of such plans, the Architectural Review Board, after considering the preferences of the owner, shall determine the exact site of buildings and other structures on a Lot. The approval of the Architectural Review Board required by this paragraph shall only be effective for a period of six (6) months from the date of said approval, and unless construction is commenced within said six (6) month period pursuant to said approval, the approval shall lapse and the Lot owner will be required to resubmit a request for approval to the Architectural Review Board.

(d) *Driveways.* Driveways shall be located and constructed as approved by the Declarant. All entrances shall conform to the minimum requirements of the City of Lynchburg. Driveways shall be surfaced with concrete. Notwithstanding the foregoing, Lots 27 through 43, Phase I, inclusive, may only have driveways connected to the shared alley along the rear property line of each such lot and such driveways may be constructed of asphalt blacktop, surface treated gravel, or concrete, and no such lot may have a driveway connected to the street. A gravel driveway must be installed prior to any clearing, grading or construction on any lot to provide off street parking for construction vehicles in order to prevent soil erosion and to keep mud and debris off the street and shoulder of the road. Adequate off-street parking shall be provided by the owner of each lot for the parking of multiple passenger vehicles of such owner, his household and guests. No Owner may park automobiles on the streets or the shoulder of any street.

(e) *Dwelling Units.* No structure shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling, not to be exceed two stories in

height, exclusive of basement, and one detached structure not exceeding the same height to be used as a private garage for not more than four (4) multiple passenger vehicles. No Single-Family Dwelling Unit which has a one-story area of less than 1,400 square feet of finished/heated space, nor less than 2,000 square feet of finished/heated space for a one and one-half story dwelling, nor less than 2,400 square feet in finished/heated space for two-story dwelling, shall be erected, placed or permitted to remain on any lot, unless the Declarant has given its prior written approval thereto. For every Lot with a road frontage of seventy-five (75) feet or greater, but less than one hundred (100) feet, such square footages shall be increased by 400 square feet for each category of dwelling. For every Lot with a road frontage of one hundred (100) feet or greater, such square footages shall be increased by 600 square feet for each category of dwelling. In all cases "finished/heated space" shall be exclusive of porches, breezeways, garages, basements and decks. The exterior surface of all buildings constructed on any Lot must be brick, stone, EIFS, fiber cement, or such other siding as may be approved by the Architectural Review Board. The exposed exterior foundation walls shall be faced with brick, stone, or other approved materials, to the grade of the land so that concrete or cinder block foundations are not exposed. No building, or other structure, or projection therefrom, shall be erected upon, or extend above or below ground within 5 feet of any side or rear boundary line of any Lot.

(f) *Setback Requirements.* No buildings on any lot may be set closer than thirty (30) feet to any lot line bordering on a street, nor closer than fifteen (15) feet from any rear lot line, nor closer than five (5) feet from any side lot line. For corner lots, the rear lot line shall be that lot line roughly opposite a street line that is the furthest lot line from the street. In any case in which there is a question about which lot lines constitute front, side, or rear lot lines, the ruling of the Architectural Review Board shall be conclusive. Notwithstanding the foregoing, buildings on lots 27 through 43, inclusive, shall have front setbacks bordering a street of fifteen (15) feet and rear setbacks of five (5) feet.

(g) *Construction and Delays in Construction.* During construction, lots must be maintained in a reasonably neat and clean condition free of construction debris and trash, and contractors shall be required to provide adequate temporary portable toilets for their employees. Exterior construction of a building must be completed and closed within nine (9) months of commencement of construction, and all construction as required by the approved plans, including landscaping, shall be completed within one (1) year of commencement of construction.

(h) *Office and Business Uses.* Each Lot shall be used for residential purposes only and no trade or business of any kind shall be conducted from any Lot, except that the Owner may have a personal office located within the residence so long as (i) the use is secondary to the use as a family residence; (ii) it does not occupy more than 250 square feet; (iii) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from the exterior of the building; (iv) no business or trade signs are present; and (v) the business activity is consistent with the residential character of the community and does not constitute a nuisance or hazardous or offensive use as may be determined by the sole discretion of the Developer.

(i) *Water and Sewer.* No Dwelling Unit shall be built, created, maintained, or permitted to remain on any Lot, which is not provided with adequate water supply and sewage disposal

in accordance with the requirements of any governmental agency having jurisdiction with respect thereto. Each property owner will be required to connect to the water and sewage system of the City of Lynchburg, Virginia.

(j) *Temporary Structures.* Unless approved by the Architectural Review Board in writing, no building of a temporary character, including specifically house trailers and tents, shall be erected or allowed to remain on any lot, and in absence of further written approval of the Architectural Review Board, no such building located on any lot shall be used as a permanent residence; provided; however, that in the course of the construction of a building, the contractor or builder may erect shelters or storage sheds to provide lumber and building supplies used in the course of construction and for no other purpose, and any such shelters or storage sheds shall be removed from the Property within ten (10) days after the completion of the building.

(k) *Mailboxes.* Each Lot shall be required to erect and maintain a mailbox in the style and/or from a source set forth by written rule of the Developer or the Architectural Review Board, as may be applicable. The cost and maintenance of such mailbox shall be the sole responsibility of the Owner of the Lot to which applicable.

(l) *Signs.* No sign or billboard of any nature shall be erected or maintained on any Lot, except signs of the usual and customary nature and design offering the property for sale or as otherwise approved by the Architectural Review Board.

(m) *Rules.* From time to time the Board of Directors shall adopt general rules, including, but not limited to, rules to regulate potential problems relating to the use of property and the well-being of Members, such as keeping of animals, storage and use of all vehicles, storage and use of machinery, use of outdoor drying lines, antennas, satellite dishes, solar panels, signs, trash and trash containers, maintenance and removal of vegetation on the Properties. All such general rules and any subsequent amendments thereto shall be placed in the Book of Resolutions and shall be binding on all Members, except where expressly provided otherwise in such rule. Notwithstanding the foregoing, rules and regulations that are merely restatements of rules and regulations set forth in this Declaration may not be overturned except by amendment of this Declaration as set forth herein.

(n) *Short Term Rentals.* No Lot Owner may rent his, her, or its Dwelling Unit for a term of lease less than one (1) year. However, so long as the Lot Owner is the primary occupant of his, her, or its Dwelling Unit, the Owner may rent such portions of the Dwelling Unit or an allowed outbuilding on a shorter-term basis as has a dedicated entrance that serves only the portion of the Dwelling Unit or allowed outbuilding that is so leased. Nothing in this provision shall allow the construction or maintenance of any building that is considered to be multi-family by applicable City of Lynchburg ordinance.

(o) *Exceptions.* The Board of Directors may issue temporary permits to make exceptions to any prohibitions expressed or implied by this section, provided that Board can show good cause and acts in accordance with adopted guidelines and procedures. So long as the Developer or Builders are engaged in developing or improving any portion of the Properties, such persons shall be exempted from Rules affecting movement, disposition, and storage of building materials and equipment, erection and maintenance of directional and promotional

signs, and conduct of sales activities, including maintenance of model Dwelling Units. Such exemption shall be subject to such rules as may be established by the Developer to maintain reasonable standards of safety, cleanliness, and general appearance of the Properties.

Section 2. *Maintenance of Property.*

(a) *Owner Obligation.* Each Owner shall keep all Lots owned by him or her, and all improvements therein or thereon, in good order and repair, free of debris, all in a manner and with such frequency as is consistent with good property management and to prevent the development of any unclean, unsightly, or unkempt conditions of the buildings and grounds on such Lot, which shall tend to decrease the beauty of the neighborhood as a whole. All Lots shall be kept clean and free of garbage, junk, trash, debris, and tall grass.

(b) *Failure to Maintain.* In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon as provided herein, the Association, after Notice to the Owner, shall have the right to enter upon said Lot to correct drainage and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. All costs related to such correction, repair, or restoration shall become a Restoration Assessment upon such Lot and as such shall be regarded as any other assessment with respect to lien rights of the Association and remedies provided for herein for nonpayment.

Section 3. *Resale of Lots.*

(a) *Reference to Declaration.* The deed or instrument transferring title to any Lot shall contain a provision incorporating by reference the Covenants and Restrictions set forth in this Declaration as well as any applicable Supplementary Declaration.

(b) *Notification.* Further, the contract seller of a Lot shall notify the Board of Directors of the contract purchaser and the schedule date and place conveyance will be accomplished. The contract purchaser shall be notified of the Covenants and Restrictions set forth in this Declaration and shall be provided a copy of this Declaration and any amendments or modifications thereto pursuant to §§55.1-1809 of the Code of Virginia, 1950, as amended.

(c) *Estoppel Certificate.* The Board thereupon shall prepare an estoppel certificate which shall set forth any assessments and charges due upon such Lot at time of conveyance and certify as to whether there are violations of the Governing Documents remaining on the Lot as of the date of preparation of such certificate. This certificate shall be delivered to the place of closing, and outstanding assessments, if any, and a reasonable charge to cover the cost of providing such certificate shall be deducted from the Seller's account at the closing and transmitted directly to the Association.

ARTICLE VII

EASEMENTS

Section 1. *Utility Easements.* There is hereby created an easement upon, across, over, through, and under the Properties for ingress, egress, installation, replacement, repair, and

maintenance of all drainage infrastructure and utility and service lines and systems, including, but not limited to, water, sanitary sewers, storm water drainage, gas, telephones, electricity, television, cable, or communication lines and systems. By virtue of this easement, it shall be expressly permissible for the Developer or the providing utility or service company with the consent of the Developer to install and maintain facilities and equipment on the Properties, to excavate for such purposes, and to affix and maintain wires, circuits, and conduits on, in, and under the roofs and exterior walls of Dwelling Units, provided such company restores as nearly as is practicable all disturbed areas to the condition in which they were found. Without limiting the foregoing, there shall be and is hereby reserved to the Developer, for so long as it retains its rights as Developer, a nonexclusive easement over all Lots and Common Areas for a distance of twenty (20) feet along and parallel to any front or rear Lot line and for a distance of fifteen (15) feet along and parallel to any side Lot line for the purpose of erecting and maintaining such drainage infrastructure and utility and service lines and systems.

Notwithstanding anything to the contrary contained in this Section: (1) no sanitary sewers, storm water drainage facilities, electrical lines, water lines, gas lines, or other utility service lines or facilities for such utilities may be installed or relocated on said premises except as approved by the Developer prior to the conveyance of the first Lot to an Owner or by the Association thereafter, and (2) this paragraph shall not be construed to apply to the relocation, installation, or removal of utility lines within a Dwelling Unit which serve only that unit.

This easement shall in no way affect any other recorded easements on the Properties.

Section 2. *Developer's Easements to Correct Drainage.* For a period of five (5) years from the date of submission of each Lot to this Declaration, the Developer reserves an easement and right on, over, and under the ground within each Lot to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety, and appearance. Such right expressly includes the right to cut any trees, bushes, or shrubbery, to perform any grading of the land, or to take any other similar action reasonably necessary, following which the Developer shall restore the affected property to its original condition as nearly as is practicable. The Developer shall give reasonable notice of intent to take such action to all affected Owners, unless in the opinion of the Developer an emergency exists which precludes such notice.

Section 3. *Construction Easements and Rights.* Notwithstanding any provision of this Declaration or of any Supplementary Declaration, so long as the Developer or Builders are engaged in developing or improving any portion of the Properties, the Developer and Builders and their employees, agents, and assigns shall have an easement of ingress, egress, and use over any portion of the Properties not conveyed as a Lot to an Owner for occupancy for (1) movement and storage of building materials and equipment, (2) erection and maintenance of directional and promotional signs, and (3) conduct of sales activities, including maintenance of model Dwelling Units. Such easement shall be subject to such rules as may be established by the Developer to maintain reasonable standards of safety, cleanliness, and general appearance of the Properties.

Section 4. *Easement to Inspect.* There is hereby created an easement in favor of the Association for ingress and egress on any Lot (a) to inspect such property for alleged violations of the Governing Documents, based on written complaints, and/or compliance with architectural standards and/or approved plans for alterations and improvements and (b) to perform such maintenance as is required by this Declaration or the Supplementary Declaration for such Lot,

provided the Owner of such Lot is given written notice of the purpose and time of inspection at least three (3) days in advance thereof and such inspection is performed during reasonable hours.

Section 5. *Easement for Governmental Personnel.* A right of entry on any Lot or Common Area is hereby granted to law enforcement officers and fire and rescue personnel as is needed to carry out their duties, including enforcement of cleared emergency vehicle access.

Section 6. *Easement for Landscaping, Signs, and Related Purposes.* There shall be and is hereby reserved to the Developer, for so long as it retains its rights as Developer, a nonexclusive easement over all Lots and Common Areas for a distance of twenty (20) feet along and parallel to any front or rear Lot line and for a distance of fifteen (15) feet along and parallel to any side Lot line for the purpose of erecting and maintaining street intersection signs, directional signs, temporary promotional signs, plantings, street lights, entrance features and/or “theme areas,” lighting, stone, wood, or masonry wall features, and/or related landscaping. Exercise of this easement will be with the consent of the Owner of the affected Lot, or the Architectural Review Board if the said Owner does not consent.

Section 7. *Buffer Easement.* The Association shall have the right to inspect and maintain any area which lies within a buffer easement conveyed to the Association, and to remove any improvements or other items which are constructed or located within the buffer easement in contravention of the terms of said easement. Where the buffer easement lies within any Lot, any cost incurred by the Association in maintaining the easement or removing any improvements or other items shall be chargeable to the Lot owner as a Restoration Assessment as is set forth in Article V, Section 5(b) above.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. *Duration.* The Covenants and Restrictions of this Declaration shall run with and bind the land for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless the Covenants and Restrictions are expressly terminated by an instrument signed by not less than seventy-five percent (67%) of the Class A Members and by the Class B Member.

Section 2. *Amendment.* For a period of three (3) years after the recording of this Declaration, the Developer may make any amendment unilaterally which is required by the State of Virginia or its agencies, by any applicable federal mortgage agency, or by the City of Lynchburg, Virginia, as a condition of approval of the documents, by the execution and recordation of such amendment following Registered Notice to all Owners. After such three (3) year period, or to make any amendment which is not one required by such agencies, any amendment shall be accompanied by a document signed by not less than sixty-seven percent (67%) of the Class A Members, the Class B Member, and the Association, and evidence of the approval required in Article VIII above. Any amendment must be recorded in the land records of the City of Lynchburg in order to become effective.

Section 3. *Enforcement.* The Association, the Developer, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants,

reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration and of Supplementary Declarations. Failure to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter. Should any Owner initiate an action or other court proceeding against the Association and/or its Board of Directors or any Director in such Director's capacity as such that is ultimately found in favor of the Association by any court of competent jurisdiction, such Owner shall be responsible for all of the Association's defense costs including attorney's fees.

Section 4. *Certain Rights of the Developer.* For such time as the Developer shall own Lots, its rights and interests shall not be prejudiced by any of the following actions unless it shall, in writing, join in such actions:

There shall be no amendments to the Founding Documents which:

- (a) Discriminate or tend to discriminate against its rights as an Owner;
- (b) Change Article I, Definitions, in a manner which alters its rights or status;
- (c) Alter its rights under Article II as regards annexation of additional properties;
- (d) Alter the character and rights of membership or the rights of the Developer as set forth in Article III;
- (e) Alter previously recorded or written agreements with public or quasi-public agencies as regards easements and rights-of-way;
- (f) Deny the right to convey Common Area to the Association so long as such Common Area lies within the land area represented in the Properties or Development Limits;
- (g) Alter its rights as set forth in Article III relating to design controls;
- (h) Alter the basis for assessments;
- (i) Alter the provisions of the protective covenants as set forth in Article VI;
- (j) Alter the number or selection of Directors as established in the Bylaws;
- (k) Alter the Developer's rights as they appear under this Article.

Section 5. *Management Contracts.* Until such time as the Class B membership expires, the Developer shall have the right to enter into professional management contracts for the management of the Properties; *provided, however,* that such contracts shall not be for more than three (3) years, and the Association shall have the right to terminate such contracts, with or without cause, upon ninety (90) days' written notice given to the other party, or upon the expiration of the rights of the Developer as set forth in Article I, Section 8. After the Class B membership expires the Association

may continue to enter into association management contracts.

Section 6. *Limitations.* As long as the Developer has an interest in developing the Properties as defined in Article I hereof, the Association may not use its financial resources to defray any costs of opposing the development activities of the Developer. Nothing in this Section shall be construed to limit the rights of Members to act as individuals or in affiliation with other Members or groups.

Section 7. *Severability.* Invalidation of any one of those covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 8. *Conflict.* In the event of conflict among the Governing Documents, this Declaration shall control, then Supplementary Declarations, then the Articles of Incorporation of the Association, then the Bylaws, then the Book of Resolution; except that in all cases where the Governing Documents are found to be in conflict with statute, the statute shall control.

Section 9. *Interpretation.* Unless the context otherwise requires, the use of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term “including” shall mean “including, without limitation.” This Declaration shall be liberally construed in favor of the party seeking to enforce the provisions hereof to effectuate the purpose of protecting and enhancing the value, marketability, and desirability of the Properties by providing a common plan for the development thereof. The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

ARTICLE X

DISSOLUTION OF THE ASSOCIATION

The Association may be dissolved with the written consent of seventy-five percent (75%) of the Class A Members and the consent of the Class B Member, if any. Prior to the dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be offered for dedication to the City of Lynchburg, Virginia. In the event that such dedication is refused acceptance, upon dissolution such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to similar purposes

IN WITNESS WHEREOF, the Developer, Elmwood Holdings, LLC, has caused this Declaration to be duly executed this _____ day of _____, 2021.

ELMWOOD HOLDINGS, LLC

By _____
Manager

STATE OF VIRGINIA,

To-wit:

CITY/COUNTY OF _____,

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, Manager of Elmwood Holdings, LLC, pursuant to due authority.

My commission expires _____.

Notary Registration No. _____.

Notary Public

EXHIBIT A

Those certain lots denominated as lots 1 through 57, inclusive, and the areas denoted as “Open Space Area,” together with all and sundry easements reserved for the benefit of the subdivision, all as shown on that certain subdivision plat entitled “Plat Showing Blackwater Run Phase 1, Property of Elmwood Holdings, LLC, City of Lynchburg, Virginia,” a copy of which plat is attached hereto, to be recorded herewith.

EXHIBIT B

That certain parcel of land designated as TM #00712001, Elmwood Holdings, LLC, Instr. #200000216, 87.7937 Acres, #600 Elmwood Avenue on that certain subdivision plat entitled "Plat Showing Blackwater Run Phase 1, Property of Elmwood Holdings, LLC, City of Lynchburg, Virginia," a copy of which plat is attached hereto, to be recorded herewith.