

CHAPTER ONE - Section 1.05A
LMOA COVENANTS, RESTRICTIONS AND RESERVATIONS
FROM STATEMENTS OF SUBDIVISION

Updated:	June 1996
Updated:	Dec. 1996
Updated:	Aug. 1998
Updated:	July 2001
Updated:	Oct. 2001
Updated:	April 26, 2007

Note: *Covenants, Restrictions and Reservations are embodied in the Statements of Subdivision for each LMOA section. There are separate Statements of Subdivision for each of the sections (phases) within Lake Monticello, and some sections have more than one Statement of Subdivision. Always refer to the proper Statement of Subdivision for a specific lot in any section to ensure any differences are noted and followed. Copies of all Statements of Subdivision are on file in the Administration Office.*

1. **Residential Use.** The property shown as numbered lots on the subdivision Plat shall be used for residential purposes only and not more than one single-family dwelling shall be placed on any such lot. Not tent, camper or vehicle designed for mobile living may be used as a residence, temporary or permanent, upon such numbered lots.
2. **Quality of Structure.** Every residence constructed on a lot shall contain the following minimum square feet of fully enclosed floor area devoted to living purposes (exclusive of porches, terraces, garages and out buildings):
 - a. For waterfront lots, defined as any lot adjoining or touching Lake Monticello, 1200 square feet.
 - b. All other lots, 900 square feet.
3. **Environmental Control Committee.** No structure of any kind shall be erected or placed upon any lot, and no alterations, additions or changes in appearance shall be made to any existing structure until the building plans therefore shall have been approved in writing by the Environmental Control Committee. No fence or barrier of any type shall be erected or placed upon any residential lot without the prior written approval of the Environmental Control Committee. The organization and operation of such Committee shall be in accordance with the Bylaws of the Association.

The Committee shall have the right to disapprove any plans, specifications or details submitted to it if they are not in accordance with all of the provisions of these restrictions or if the design or color scheme of the proposed building or other structure is not in harmony with the general surroundings of such lot or with the adjacent buildings or structures.

All building exteriors must be completed within six months from the date construction thereon commences. If any such building is not so completed within six months, the Association may, at its option, cause the same to be completed at the owner's expense.

4. **Building Set-Back Lines.** No building or part thereof shall be created on any lot closer than 35 feet to the margin of any road or street upon which the lot fronts, or closer than 35 feet to the rear line of the

lot. The minimum side yard requirement for any building or part thereof created on any lot shall be 10 feet from the side line. All lots shall be considered to front upon the street, and on corner lots, the lots shall be considered to front upon the street upon which it has the least frontage. No building or part thereof shall be erected closer than 20 feet from the margin of the side street.

5. Further Subdivision. No lot shown on the subdivision Plat shall be further subdivided or used as a roadway for access to any property lying outside the boundaries thereof without the written consent of the Association having been first obtained and recorded in the same Clerk's Office as would be recorded deeds conveying such lot.
6. Easements Reserved. There is hereby reserved to the Developer and Association a permanent easement ten feet in width in the proximity of the front and both sidelines of each lot and fifteen feet in width in the proximity to the rear line of each lot for the placement of utility lines, such easements to be located in such places as is convenient to the Developer. There is also reserved for the mutual benefit of all property owners I Lake Monticello Subdivision an easement 15 feet in width along the rear lot line and at such other places as designed by the Developer for hiking and bridle trails, provided, however, such easement along the rear lot lines shall not apply to waterfront lots. There is also reserved certain drainage easements as shown on the subdivision Plat. No owner of any lot shall interfere with the natural drainage of surface water from such lot to the detriment of another property owner.
7. Nuisance. No nuisance shall be maintained on any lot nor any activity carried on which shall become an annoyance to the neighborhood. Each lot shall be maintained in an orderly fashion and, in the event of a violation of this covenant, the Association, at its option and in addition to other remedies, may clean or maintain such lot and charge the owner therefore. No animals other than household pets may be kept on any lot.
8. Sanitation. No individual water well shall be dug or outside toilet constructed on any lot. Sewage disposal from all lots shall be by proper connection to a central sewage disposal facility, if available, or, if not available, by a private septic tank sewage disposal system to be constructed and maintained on such lot by the owner thereof in accordance with the sanitation code and specifications prescribed by the Health department of the County of Fluvanna, Virginia. All lot owners will be required to convert to the central sanitation system when such system becomes available even though an individual system may have previously been installed.
9. Utilities. In the event that central sewer and/or water service is made available, the owner of each residential lot agrees, by accepting conveyance of or interest in such lot, to pay all charges in accordance with the rate schedules then in effect.
10. Signs. No billboards or signs of any kind shall be erected or maintained or displayed on any lot without prior written approval from the Environmental Control Committee.
11. Off-Street Parking. All vehicles belonging to or used by the owners of lots, their guests, invitees or tenants, shall be parked on the lot or other off-street areas and shall not be parked in the streets of the subdivision. No inoperative vehicles shall be allowed to remain on any lot beyond a reasonable period of time, not exceeding 30 days.
12. Restricted Ingress. Ingress and egress to and from all residential lots shall be from the streets shown on the subdivision Plat and no driveways or other means of access to such lots shall be constructed from existing public roads.
13. Invalidation. The invalidation by judgment or court order of any one or more of the covenants contained herein shall in no wise affect the validity and enforceability of the remaining provisions hereof.

14. Applicability and Duration. The covenants, restrictions and reservations shall apply to subdivided numbered residential lots only and shall not apply to any other lots, tracts or parcels of land shown on the subdivision Plat. In the event different restrictions are recorded as to other sections or parcels divided into residential lots, such restrictions shall in no event be less restrictive as to use of the property that the provisions set out herein.

The above covenants, restrictions and agreements shall be covenants running with the land, shall be binding upon all owners of the lots shown on the subdivision plat, shall inure to the benefit of each lot owner and shall be enforceable through due process of law by the Developer, the Association and each lot owner. Such covenants, restrictions and agreements shall continue in perpetuity unless amended or abolished by a written agreement signed by the owners of two-thirds of the lots shown on the subdivision plat and by the Association pursuant to proper resolution by its Board of Directors.