

**DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS OF THE  
COTTAGES AT STONE MILL**

***Revised and Approved by a majority vote at Property  
Owners Association (POA) Meeting, October 29, 2024***

DRC Filing with Franklin County Clerk of Court

By Alloy Group, LLC

March 20, 2025

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Case # 067CLR250001709

Transaction # 25032000036

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
OF THE COTTAGES AT STONE MILL  
REVISED AND APPROVED BY A MAJORITY VOTE  
AT PROPERTY OWNERS ASSOCIATION (POA) MEETING: OCTOBER 29, 2024**

**RECITALS**

WHEREAS, Developer is the fee simple owner of certain real estate located in the town of Rocky Mount, Franklin County, Virginia, more particularly described herein, and desires to develop therein a residential community known as The Cottage at Stone Mill (“the Community”). Said lands specifically includes those shown on plats of survey prepared by Cornerstone Land Surveying, Inc., of record in the Clerk's Office of the Circuit Court of Franklin County, Virginia, in Deed Book 832, at Page 1499 (Section 1); Deed Book 839, at Page 51 (Section II); Deed Book 847, at Page 658 (boundary line adjustment between Section I and Section II lots); and Deed Book 847, at Page 900 (showing Common Areas and easements and additionally, may include such additional land as may be developed by the Developer in a common scheme and plan as the Community (The Expansion Area); {Note: For updated information about revised Lot lines, see the included document, Amendment No. 4, Declaration of Covenants, Conditions and Restrictions of the Cottages at Stone Mill (August 7, 2019) added at end of this document.}; and

WHEREAS, the Developer desires to provide for the preservation of the property values, the maintenance, care, and upkeep of grounds, and any retaining walls on or within each lot within the common property, and for the maintenance and improvement of the Common Areas and facilities within the community, and, to this end, desires to subject, the property and common areas to the covenants, restrictions, easements, charges and liens (hereinafter referred to collectively as the “Restrictions”), as hereinafter set forth for the benefit of the Common Areas and Property of each Owner thereof; and

WHEREAS, the Developer has deemed it desirable, for the efficient development and preservation of the values and amenities in the Community, to create an agency, to which will be delegated and assigned the powers of maintaining and administering the Community facilities, administering and enforcing the covenants and restrictions Including architectural review and levying, collecting and dispersing the assessments, and charges here, and after created; and

WHEREAS, the developer has incorporated under the laws of the Commonwealth of Virginia, as a non-profit, non-stock corporation, the Cottages At Stone Mill, PROPERTY OWNERS ASSOCIATION, INC. for the purpose of exercising the functions aforesaid; and WHEREAS, the Developer desires that the Restrictions shall run with, burden, benefit and bind the Property, each lot, the Common Areas and each Lot Owner.

As pertaining to the Recitals above, See Amendment No. 4, August 13, 2019 showing Revisions to the Recitals by the Developer.

## **DECLARATION**

NOW, THEREFORE, the Developer hereby declares the Property and the Common Areas are and shall be held, transferred, sold, conveyed, occupied and used subject to the provisions of the Restrictions hereinafter set forth, for and during the period of time hereinafter specified.

## **ARTICLE I DEFINITIONS**

The following words when used in this Declaration or any supplement hereto (unless the context shall prohibit) shall have the following meanings:

- (a) "Architectural Board" shall mean and refer to those individuals charged with the approval of any improvements alterations and additions to the improvements made on any Lot, Unit, or Common Areas.

- (b) "Association" shall mean and refer to THE COTTAGES AT STONE MILL PROPERTY OWNERS ASSOCIATION, INC., its successors and assigns.
- (c) "Board" shall mean the Board of Directors of the Association.
- (d) "Common Area"; "Common Areas," "Common Facilities," "Facilities and/or Common Easements" may be used Inter-changeably and shall mean and refer to all portions of the Property and the physical improvements made thereto, other than the area of land shown on the plat of survey of THE COTTAGES AT STONE MILL as individual lots In Section 1 and Section 2, or any future Section made and developed by the Developer to be included as part of this development and scheme of development, to the extent any Lot is shown to contain Common Areas or part thereof. Such common areas are intended to be devoted to the common use and enjoyment of the members of the Association and are not dedicated for use by the general public. Subject to the right of the Developer to add or subtract from the Common Areas to facilitate the future development of the Property, the Common Areas shall, specifically, but without limitation, include: i) the walking trail easement areas(including but not limited to the walking trail easement between Lot 5 and Lot 6, Section 1); (ii) the 35' sign easement areas; (iii) the stormwater management pond and drainage easements associated therewith; (iv) the areas designated as Common Areas on the plat prepared by Cornerstone Land Surveying, Inc. of record in the Clerk's Office of the Circuit Court of Franklin County, Virginia, in Deed Book 847, at Page 900; and (v) the areas designated as Common Areas on plats Associated with Expansion Area(s).
- a. Notwithstanding the above, the Developer specifically reserves the right to remove that 0.374-acre parcel adjacent to Tax Map Parcel No. 211-22 as shown on the plat dated July 30, 2004, prepared by Cornerstone Land Surveying, Inc., of record in the Clerks' Office of the Circuit Court of Franklin County, Virginia, in Deed Book 832, at Page 1499, from the designation as Common Area and incorporate the same within a lot or lots now existing or later to be created. Upon the demand of Developer. the Association shall convey said 0.374-acre parcel to

Developer or Developer's designee. At the time of such conveyance, the 35' sign easement now shown on that 0.374-acre parcel shall be automatically extinguished and terminated.

- b. Additionally, the Developer reserves the right to adjust the size of the Common Areas as shown on the plat recorded In the aforesaid Clerk's Office In Deed Book 847, at Page 900, should the future lots depicted on said plat require, in the Developer's sole discretion, more or less land.
- (e) "Developer" shall mean and refer to THE ALLOY GROUP, LLC, a Virginia limited liability company, its successor and assigns.
- (f) "Lot" shall mean the land designated by lot number and the property within the lot lines of the individual lot, all as shown and the plat of survey of THE COTTAGES AT STONE MILL (whether Section 1, Section 2, or some future Section), and, further shall refer to any portion of the property designed and intended for individual ownership and use as a single-family residence.
- (g) "Member" or "Members" shall mean and refer to all those Owners who are members of the Association as provided in Article II, Section I, of this Declaration.
- (h) "Mortgage" shall mean and refer to any mortgage, deed of trust, or similar instrument encumbering a Lot as security for the performance of any obligation.
- (i) "Owner" or "Lot Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee-simple title to any Lot, but shall not mean or refer to any mortgagee or subsequent holder of a mortgage, unless and until such mortgagee or holder has acquired title pursuant to foreclosure or any proceedings in lieu of foreclosure.
- (j) "Property" or "Community" shall mean and refer to the Property identified on Exhibit A, Amendment No. 4 (August 7, 2019), and any other Expansion Area as are subject to this Declaration or any supplemental declaration hereto, and as determined by the Developer.

- (k) "Unit" shall mean and refer to the residential structure including garage and all fixtures thereon placed on any Lot.

## **ARTICLE-II MEMBERSHIP AND VOTING RIGHTS**

**Section 1.** Every Owner of a Lot shall be a Member of the Association; provided, however, that any such person or entity who holds such Interest merely as security for the performance of an obligation shall not be a Member unless and until such person or entity has succeeded to such Owner's interest by enforcement of such security interest. Membership shall be appurtenant to, and may not be separate from, ownership of any Lot.

**Section 2.** The Association shall have two (2) classes of voting membership:

- (a) **Class A** Class A Member shall be all Lot Owners including the Developer and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all persons shall be Members. The vote for such lot shall be exercised as the Lot Owners among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.
- (b) **Class B** Member shall be the Developer, and shall be entitled to a total number of votes equal to the total number of all Class A Member votes plus one, so that the Developer will have a number of votes equal to a majority of the total votes of all Members of the Association. The Class B membership shall cease and terminate at such time that the Developer has no rights or interest in the property.

## **ARTICLE III PROPERTY SUBJECT TO THIS DECLARATION**

**Section 1.** Description

The real Property subject to this Declaration is all that Property located in the Town of Rocky Mount, Franklin County, Virginia, known as THE COTTAGES AT STONE MILL as described In Exhibit "A" and Amendment No. 4 (August 7, 2019), attached hereto and made a part hereof, and such additions thereto as the Developer may declare.

## **ARTICLE IV PROPERTY RIGHTS IN THE COMMON AREAS**

### **Section 1. Owner's Easements of Enjoyment**

Subject to the provisions hereof and any applicable rules and regulations imposed by the Association, every Owner shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title to every Lot.

### **Section 2. Title To Common Areas**

The Developer shall retain fee simple ownership of the Common Areas, and shall provide for the construction, upkeep, and maintenance of same until such time as the Common Areas are transferred to the Association. The Developer reserves the right to adjust the size of the Common Areas to facilitate future development of the property in the Developer's sole discretion. The Developer shall transfer title, control, and the maintenance responsibilities of Common Areas and related facilities to the Association no later than at such time as the Developer has transferred legal or equitable ownership of at least 75% of the lots within Section 1 and Section 2, inclusive, to bonafide purchasers for value, OR when all of the amenities and facilities are completed for Section 1 and Section 2, inclusive, whichever shall first occur, BUT at the sole election and option of the Developer, not sooner than five years from the date the Developer sells the first Lot (that is, should the Developer elect to retain title to said Common Area facilities for such period). The transfer herein required of the Developer shall not exonerate it from the responsibility of completion of the Common Areas and facilities once the transfer takes place. Notwithstanding the transfer of title from Developer to Association, the Association

shall, upon the demand of Developer, convey the 0.374 parcel described in Article I (d) above to Developer or Developer's designee. At the time of such conveyance, the 35' sign easement now shown on that 0.374-acre parcel shall be automatically extinguished and terminated.

**Section 3 Extent Of Members' Easements.**

The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) The rights of the Association to borrow money for the purpose of improving the Common Areas and, in aid thereof, to mortgage the Property it owns, and the rights of such mortgagee in such properties shall be subordinate to the rights of the Owners hereunder, provided, however, that no such borrowing or mortgaging shall be made unless approved by the vote of two-thirds (2/3) of the Class A membership and the consent of the Class B membership, if any, at a meeting duly called for such purposes. The above provisions shall not prohibit the Developer from borrowing funds for the development of Lots on the Property; it being expressly agreed that the Developer shall retain the right, without the consent of the Association, to borrow funds for the purpose of developing the Property with improvements and Lots; and
- (b) The right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure; and
- (c) The right of the Association to suspend the enjoyment of rights of any Member for any period during which an assessment remains unpaid and for any period not to exceed sixty (60) days for any infraction of its published rules and regulations: and
- (d) The right of the Association to charge reasonable fees for the use of the Common Areas; and
- (e) The right of the Association to dedicate, grant an easement or transfer all or any part of its interests in the Common Areas to any public agency, authority or utility for such purpose and subject to such condition as may be agreed to by the Members, provided that no such dedication or transfer, or determination as to the purposes

or as to the conditions thereof, shall be effective unless an instrument is signed by a majority of the Members entitled to cast Class A Membership votes and the consent of the Class B Member, if any, agreeing to such dedication, transfer and purpose of condition is obtained; and

- (f) The right of the Developer prior to the conveyance of the fee Interest in the Common Areas to the Association, and of the Association, to grant and reserve easements and rights-of-way through, under, over and across the Common Areas for the Installation, maintenance and Inspection of the lines and appurtenances for public water, sewer, drainage, gas, electricity, telephone and other utilities and
- (g) The right of the Developer to amend this Declaration by adding Expansion Area(s); and
- (h) The right of the Association to adopt rules and regulations governing the use by the Owners of the Common Areas.

#### **Section 4. Delegation of Use**

Any Owner may delegate their rights of enjoyment of the Common Areas and facilities to the members of their family who reside on the Property or to such other persons as may be permitted by the Association.

#### **Section 5. Obligations of the Association**

The Association shall:

- (a) Operate and maintain for the use and benefit of all members of the Association all Common Areas and improvements developed thereon including, without limitation, the 35' sign easement area and the storm water management facility; and
- (b) Mow lawns, mulch, fertilize, and apply an annual weeding application. (The individual property owners remain responsible for both the landscaping, as approved by the Architectural Board, and for maintaining landscaping.)
- (c) Provide snow removal of the driveway and the front walkway serving each lot.

- (d) Provide for the removal of leaves on improved lots.
- (e) Maintain retaining walls on the Common Areas.
- (f) Utilize professional management, if desired, to perform and/or otherwise satisfy these obligations.

The obligation to maintain and care for the grounds associated with each Lot does not include any obligation to maintain the exterior of any Unit, maintenance of the exterior and interior of the dwelling on any building improvement being the responsibility of the Lot Owner, subject to the provisions hereof.

**ARTICLE V**  
**COVENANTS FOR MAINTENANCE ASSESSMENTS**

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

1. The Developer, for Itself and its successors or assigns, and for each Lot, hereby covenants, and each Owner of any Lot by acceptance of a deed or other transfer document therefor, whether or not it shall be so expressed in such deed or other transfer document, is deemed to covenant and agree to pay to the Association:
  - (a) Annual assessments or charges; and
  - (b) Special assessments for capital improvements and operating, repair and of reserve funds, such assessments to be fixed, established and collected as hereinafter provided.

Owners shall pay all dues and assessments levied by the Association.

1. The annual and special assessments, together with interest, cost and reasonable attorney's fees, shall be a charge on the lot and shall be a continuing lien upon the lot against which such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who is the owner of such lot at the time the assessment falls due. The personal obligation for delinquent assessments shall not pass to the owner's successors in title, other than as a lien on the lot, unless expressly assumed by them. For any assessment or annual dues not paid within 15 days of the date due (January 1st if paying annually, or January 1st and July 1st if paying bi-annually), there will be a late charge of \$25 per month, with fees beginning to accrue in January or July and accumulating until the full amount of the annual or bi-annual assessment has been paid. The Association may bring legal action against the owner personally obligated to pay the same or may enforce (by foreclosure) the lien against the lot. In the event a judgment is obtained, the judgment shall include interest on the assessment, as above provided, and fees and a reasonable attorney's fee to

be fixed by the court together with the costs of the action. No owner of a Lot may waive, or otherwise escape liability for the assessments provided herein and by non-use of the Common Areas, the POA services provided, or abandonment of a Lot.

2. Developer shall not be obligated to pay assessments or charges on lots owned by it.
3. The lien of the assessments provided for herein shall be subordinate to the lien of any first deed of trust or mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a foreclosure of a first lien deed of trust or mortgage, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payment thereof which became due prior to such sale or transfer. No such sale or transfer shall relieve such a lot from liability for any assessments which thereafter become due or from the lien thereof.

## **Section 2. Purpose of Assessments.**

The assessments levied by the Association shall be used for the purposes stated in Article IV, Section 5, and for expenses for the payment of taxes, tax preparation fees, and insurance.

## **Section 3. Basis Maximum of Annual Assessments**

(a) An initial payment, in addition to all assessments, of two-hundred, fifty dollars (\$250) shall be payable by the initial Owner of each Lot, other than the Developer, to the Association, at the closing of the sale of each Lot sold by the Developer. The annual assessment imposed upon each member of the Association shall be paid to the Association's treasurer for Cottages at Stone Mill either annually (in-full) by January 1, or twice annually (50% paid by January 1, and 50% paid by July 1).

The annual assessment may be increased or decreased as hereinafter provided in Section 4 of this Article V.

As of January 2024, the annual assessment is as follows:

*A. House on a single Lot - \$1300 annually*

*B. Single wooded Lot, no house - \$250 annually*

*C. Single cleared Lot, no house - \$650 annually*

*D. Where lots have been combined and are now deeded as a single Lot:*

*\*A house on lots that were previously two Lots - \$1950 annually*

*\*A house on lots that were formerly one Lot and a half Lot - \$1625 annually*

*\*No house, wooded, previously a Lot and a half Lot - - \$375 annually*

*\*No house, wooded, previously two Lots - \$500 annually*

b) The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the annual assessment for any year, provided that it shall be an affirmative obligation of the Association and its Board of Directors, to fix such assessments at an amount sufficient to ensure the purposes stated in this Article, Section 2, and to provide reserves for such purposes.

#### **Section 4. Change in the Annual Assessments.**

The Board of Directors of the Association may, without a vote of the members of the Association, prospectively increase the annual assessments (fixed by Section 3 (a) hereof) by an amount which is no greater than twenty-percent (20%) above the annual

assessments for the previous year. The Association may prospectively increase the maximum of the assessment (above the amount permitted pursuant to the preceding sentence) provided that any such change shall have the assent of 2/3 votes of each class of Members who are voting in person or by proxy at the annual meeting or any special meeting duly called for this purpose.

## **Section 5. Determination of Annual Assessments**

- (a) Fiscal Year. The fiscal year of the Association shall consist of the twelve-month period commencing on January 1 of each year and terminating on December 31 of that year.
- (b) Preparation and Approval of Budget. Each year, on or before December 1, the Board of Directors, in consultation with the Treasurer, shall adopt a budget containing an estimate of the total amount which it considers necessary to pay the cost of maintenance, management, operation, repair and replacement of the Common Areas, the costs associated with mowing, snow removal, and the cost of wages, materials, insurance premiums, services, supplies, and other expenses and the rendering to the Lot Owners of all related services. Such budget shall also include reasonable amounts as the Board of Directors considers necessary to provide working capital, a general operating reserve and reserves for contingencies and replacements.
- (c) Reserves. The Board of Directors, in consultation with the Treasurer, shall build-up and maintain an adequate reserve for working capital and contingencies to be collected as part of the annual assessment as hereinbefore provided.
- (d) Effect of Failure to Prepare or Adopt a Budget. The failure or delay of the Board of Directors to prepare or adopt the annual budget or adjusted budget for any fiscal year shall not constitute a waiver or release in any manner of an Owner's obligation to pay the assessment as herein provided whenever the same shall be determined; and, in the absence of any annual budget or adjusted budget, each Owner shall continue to pay the assessment at the existing rate established

for the previous fiscal period in the manner such payment was previously due until notified otherwise.

- (e) Accounts. Except as otherwise provided, all sums collected by the Treasurer with respect to assessments against the Owners may be commingled into a single fund.

### **Section 6. Special Assessments for Capital Improvements and Operating Reserves**

In addition to the annual assessments authorized by Section 3 of this Article V, the Association may levy in any assessment year a special assessment (which must be fixed at one uniform rate for each Lot) applicable to that year only, 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 Areas, Including the necessary fixtures and personal Property related thereto, and for operating the Common Areas and fulfilling the other obligations of the Association set out in Article IV, Section 5, for which purposes a reserve fund does not exist or is not adequate; provided, that any such assessment shall have the assent of two--thirds (2/3) of the Class A Member votes who are voting in person or by proxy at a meeting duly called for this purpose and the consent of the Class B Member, if any.

### **Section 7 . Date of Commencement of Annual Assessments and Due Dates**

The annual assessments as to any Lot shall commence on the conveyance of such Lot from the Developer to an Owner and are required by the Board of Directors to be paid annually (January) or bi-annually (January and July). The due date of any special assessment under Section 6 hereof shall be fixed In the resolution authorizing such assessment.

### **Section 8. Duties of the Board of Directors**

In the event of any change in the annual assessment as set forth herein, the Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period at least thirty (30) days in

advance of such date or period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto, which shall be open to inspection by any Owner. The Association shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing, signed by an officer of the Association, setting for whether said assessment has been paid or the amount of any unpaid assessment. A reasonable charge may be, made by the Association for the issuance of such certificate. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

### **Section 9. No Alienation of Lots**

No Lot Owner shall be permitted to convey, mortgage, hypothecate, sell, lease, give or devise the Lot unless or until the Lot Owner (or a personal representative) shall have paid in full to the Association all unpaid assessment against the Lot, except as otherwise specifically provide herein. The Association shall promptly furnish to any Lot Owner (or Lot Owner designee or personal representative) requesting the same in writing pursuant to this Section a recordable statement certifying whether or not such Owner is then obligated for any outstanding assessments previously levied against such Lot and the amount, if any, then outstanding. In the event the Lot is subject to outstanding expenses previously levied against such Lot, the statement shall certify any waiver of, or failure or refusal to exercise, the right of the Association to prevent the disposition of such Lot, in all cases where the Association allows such disposition. Failure or refusal to promptly furnish such a statement in such circumstances shall make the above-mentioned prohibition inapplicable to any such disposition of the Lot. Any such written statement shall be binding on the Association and every Lot Owner.

### **Section 10. Exempt Property**

The following properties subject to this Declaration shall be exempted from the assessments, charges, and liens created herein:

- (a) All properties dedicated to and accepted by a governmental body, agency or authority and devoted to public use: and
- (b) All Common Areas: and
- (c) All Lots owned by the Developer.

**ARTICLE VI**  
**IMPROVEMENTS AND MAINTENANCE / ARCHITECTURAL BOARD**

**Section 1. The Board of Architectural Review**

No modification, alteration or improvements of any nature whatsoever, except for interior alterations not affecting the external structure or appearance of any Lot, shall be undertaken on any Lot unless and until a plan of such construction or alteration shall have been approved in writing by the Architectural Board. No Owner shall plant any plantings, paint or alter the exterior of the lot, including the doors and windows, except in accordance with the provisions hereof. The plan submitted to the Architectural Board for approval shall include the construction plans and/or specifications, including all proposed Improvements. No construction shall be commenced and no Lot or Unit shall be modified except in accordance with such plan or a modification thereof that has also been approved by separate application.

Approval shall be granted or denied by the Architectural Board based upon compliance with the provisions of this Declaration, the quality of work and materials, harmony of external design with surrounding structures, the effect of the construction on the outlook from surrounding Property and Lots, and all other factors which in the sole opinion of the Architectural Board will affect the desirability or suitability of the construction.

The Developer shall be the Architectural Board until such time as title to the Common Areas are transferred to the Association. At that point, the Architectural Board shall consist of at least three (3) members and the Architectural Board members shall be appointed by the Board of Directors of the Association, but typically include the President and the Treasurer of the POA.

The Architectural Board shall establish uniform procedures for the review of the applications submitted. These procedures shall provide (i) the name and contact information for the chair of the Architectural Board; and, (ii) the submission and review procedure.

Approval or disapproval of applications to the Architectural Board shall be given to the applicant in writing within sixty (60) days of receipt thereof; in the event that the approval or disapproval is not forthcoming within sixty (60) days, unless an extension is agreed to by the applicant, the application shall be deemed approved and the construction of the applied for improvements may be commenced, provided that all such construction is in accordance with the submitted plans and provided further that such plans conform in all respects to the other terms and provisions of this Declaration. •

Approval by the Architectural Board shall not constitute a basis for any liability of the members of the Architectural Board, the Developer or the Association as regards (I) failure of the plans to conform to any applicable building codes, or (ii) inadequacy or deficiency in the plans resulting defects in the improvements, or (iii) liability for any claim of effect upon property value.

Notwithstanding any of the provisions of this Section 1 of Article VI, the Developer shall have the absolute right to alter and/or modify the type of residence to be constructed for sale without the prior approval of the Architectural Board, and so long as any such alteration or modification does not drastically depart from the architectural style already in place when such alteration or modification is made. In addition, the Developer shall also have the right to alter the Lot sizes and locations by re-subdivision of any existing plat.

## **Section 2. Maintenance**

It shall be the responsibility of each Owner to upkeep and maintain the exterior and interior of the Unit and Lot such as to prevent any condition of the Improvements to decrease the value or cause a nuisance to the Community, subject to, however, all the provisions of this Declaration.

### **Section 3. Restrictions on Use of Lots and Common Areas**

The Property is restricted to single-family residential use. Except for the Developer's right to lease a Lot for the purpose of show-casing a model Unit, no Lot or unit shall be rented. Each Lot Owner must occupy the dwelling constructed upon the Lot as the principal or secondary residence of the Lot Owner. No Unit, Lot, or any part thereof shall be used for the conduct of any business, commerce or profession other than is customary in-home offices and subject to the additional restrictions set out in paragraph (1) below. The following additional prohibitions and requirements shall prevail as to the construction or activities conducted on any Lot in THE COTTAGES AT STONE MILL:

1. Home office uses permitted in the Community shall comply, at all times, with the following restrictions:

- (a) No person, other than the Lot Owner or a member of the Lot Owner's family residing in the Unit is engaged in such home office;
- (b) The use of the Unit for the home office shall be clearly incidental and subordinate to its use for residential purposes by the Lot Owner;
- (c) There shall be no visible evidence of the conduct of such home office
- (d) No traffic shall be generated by such home office; and,
- (e) No equipment or process shall be used in such home office which creates noise, vibration, glare, fumes, odors, or electrical interference detectable to the normal senses outside the Unit. In the case of electrical interference, no equipment or process shall be used which creates visual or audible interference in any radio or television receivers off the Lot.

2. No temporary house, trailer, tent, garage, or other out-building shall be placed or erected on any Lot. No auxiliary building, utility shed, or swimming pool shall be permitted on any Lot. Camping and the use of tents (except to accommodate a single event, party, or celebration) is prohibited.

3. No animal, other than two (2) common household pets weighing less than 40 lbs. at full growth, shall be kept or maintained on any Lot. Such household pets must have current vaccinations and licenses. Such household pets shall not be kept, bred, or maintained for commercial purposes on any Lot or in any Unit. Such pets shall be controlled by their owners to preclude interference with the enjoyment by others of their Lots or the Common Areas which shall be deemed to include the obligations to keep pets on a leash. Under no circumstances shall "exotic" pets or animals (including, but not limited to, chickens, snakes, pot-bellied pigs, ferrets, wild cats, or wolves) be permitted on any Lot. Permitted pets shall either be kept inside the Unit, or restricted to their Lot by invisible fencing. Lot Owners shall be responsible for all damages caused by any pet residing in their Unit. The Board shall conclusively determine, in its sole and absolute discretion, whether, for the purposes of this section, a particular pet is permitted or such a pet is a nuisance, and shall have the right to require the lot Owner to remove such pet from the Lot if such pet is found to be a nuisance or to be in violation of these restrictions. In addition to its other rights, the Board may impose fines for violations of this Section.
4. No commercial signs shall be erected or maintained on any Lot except with the written permission of the Board or except as may be required by legal proceedings. Notwithstanding the preceding, a temporary "for sale" sign not exceeding 2' x 3' in size advertising the sale of the Lot is permitted. Notwithstanding the foregoing, the Developer shall be entitled to place such signs and banners of such size and design as the Developer determines on any Lot owned by the Developer.
5. No unused, unlicensed, stripped-down, partially wrecked or junk motor vehicles or sizable parts thereof shall be permitted to be parked on any street in the Community, on any Lot, or any Common Area. No commercial vehicles, except for routine service calls, shall be parked on the Property.
6. All receptacles for ashes, trash, rubbish or garbage shall be stored in the garage or otherwise screened from view except during collection periods. No such receptacles shall be permitted outside any Unit or garage except for collection.

7. No outdoor clotheslines or poles; radio antenna, satellite dishes larger than 18" in diameter and similar equipment shall be permitted. No attached or free-standing exterior wall attachments (for example, flags) shall be permitted on any Lot with the exception of the flying of the American flag on holidays.
8. All Lots, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such manner as to prevent their becoming unsightly by reason of the accumulation of rubbish or debris thereon. If not maintained by the Owner, the Lot will be cleaned up by Association at the Lot Owner's expense.
9. No noxious, offensive or illegal activities shall be carried on any Lot nor shall anything be done on any Lot that shall become an unreasonable annoyance or nuisance to the Community. Lot Owners shall exercise extreme care not to disturb other residents of the Community with excessive noise or by the unreasonable use of radios, televisions, musical instruments, telephones, amplifiers or other similar devices.
10. The Developer shall provide each Lot with a uniform mailbox at the time of the sale of the lot by the developer. Thereafter, the replacement of the mailbox is the responsibility of the Owner, as needed. Any replacement mailbox must be approved by the Architectural Board as to its type, style, and location.
11. No alteration of original landscaping, even after a Lot is sold, will be allowed except for those alterations approved by the Developer or Architectural Board. No Lot Owner shall plant flowers, shrubs, trees, or other vegetation on their Lot without express written permission of the Architectural Board.
12. No draperies, blinds, or other window decoration may be exposed in any window unless the same, when exposed, is off white. In addition, storm doors will be permitted for any front door with the approval of type and design by the Architectural Board. No awnings, shades or other items shall be attached to, hung, or used on the exterior of any window or door or a structure on the exterior of any Unit. Outside clothes lines or other outside facilities for drying or airing clothes are specifically prohibited and shall not be erected, placed or maintained on any portion of the Property. No clothing, laundry, rugs, wash or other items shall be hung or shaken from or spread upon any

window, porch, or exterior portion of a Unit. No plants, decorative items, windchimes, baskets, insect traps, or insect killers shall be hung from or above or placed on any porch, Lot, or inside a unit when such items can be seen from outside the Unit. No plastic patio furniture shall be kept or stored outside any Unit.

13. No change in any aspect of the exterior of any Unit, including but not limited to a change in exterior colors, garage doors, or doors, shall be permitted without the prior written approval of the Architectural Board.
14. Firing of guns and/or fireworks of any kind is prohibited at all times in any Lot and on the Property.
15. No fence shall be constructed without the prior written approval of the Architectural Board, except those installed by Developer at any time.
16. No open-air fire shall be started or maintained on any Lot except in a grill, fireplace, or other suitable enclosure or container designed for the safe housing of man-made fires for cooking.
17. Dirt bikes, two-stroke engine recreational vehicles or ATV/utility vehicles are not permitted on the Property.
18. The number of residents of each Unit shall be no greater than a number equal to the total number of bedrooms in the Unit plus one. This restriction is not intended, and shall not be deemed, to conflict with any fair housing regulations or other ordinances, whether they be local, state, or federal.
19. No structure or addition to a structure shall be erected, placed or altered on any Lot until the plans and specifications, including elevation, material, color and texture and a site plan showing location of improvements with grading modifications shall be filed with, and approved in writing, by the Architectural Board. This provision shall not apply to original construction on any Lot by the Developer.

20. Enforcement shall be by proceeding 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.
21. Should any covenant or restrictions herein contained, or any sentence, clause, phrase, or term of this instrument be declared to be void, invalid, illegal or unenforceable for any reason by the adjudication of any Court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions which are hereby declared to be severable and which shall remain in full force and effect. In addition, if there is any contradiction between these restrictions and any governmental ordinances, laws or regulations of a federal, state or local agency, the latter shall prevail.
22. Notwithstanding any provisions contained herein to the contrary, it shall be permissible for the Developer, its agents or employees, to maintain, upon such portion of the Property as the Developer may deem necessary, such facilities as, in the sole opinion of the Developer, may be required, convenient or incidental to the construction and sale of Lots, including, but without limitation, storage areas, construction yards, signs, model residences, parking spaces, construction offices, sales offices, and business offices.

#### **Section 4. Right Of Access.**

All Owners shall grant a right of access to their Lot to the Association, or to any other person authorized by the Association, or to any group of the foregoing, for the purpose of making inspections or for the purpose of correcting any condition originating on their Lot and threatening another Lot or Lots or the Common Areas, or to correct any condition which violates the provisions of any Mortgage covering another Lot; provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Owner. In case of an emergency, such right of entry shall be immediate, whether the Owner is present at the time or not.

#### **Section 5. Rules And Regulations.**

Rules and Regulations concerning the operation and use of the Common Areas may be promulgated and amended by the Association, provided that such Rules and Regulations are not contrary to or Inconsistent with the laws of the State of Virginia or the purposes of this Declaration.

#### **Section 6. Electricity, Water, and Sewer Charges**

Electricity shall be supplied by the public or private utility company serving the area directly to each Lot through separate meters, and each Owner shall be required to pay the bills for all utilities consumed or used on the Lot. Each Lot owner using propane shall separately contract with such propane provider. The Developer and/or the Architectural Board must approve the location and relocation of any propane tanks, all of which must be underground. The electricity serving the Common Areas shall be separately metered, and the Association shall pay all bills for electricity consumed in such portions of the Common Areas. The water, sewer, and trash collection charges shall also be individually metered and charged and each Lot owner shall pay all such bills for their lot.

#### **Section 7. Garage And Driveways**

Vehicular repairs, including, without limitation, engine washing or oil changes, may not be performed on the Property: except that minor repairs, including, without limitation, tire changing, may be performed from time to time. No improperly licensed or inoperable vehicles, motorcycles, boats, conversion vans, recreational vehicles or trailers, commercial vehicles or trucks of any kind including pick-ups may be parked on the property unless in the garage with the door closed. In the event that a Lot Owner does not observe the requirements of this Section, the Association Is authorized to take proper corrective measures, without liability to the Owner thereof, including, without limitation, towing Improperly parked vehicles, and to charge the Owner for any costs incurred in the process.

**ARTICLES VII**  
**PROTECTIVE COVENANTS**

**Section 1. Easements**

The Developer, for itself and its successors or assigns, hereby creates easements over, under, in, on and through the Property for the installation, construction, reconstruction, relocation, removal, maintenance, repair, operation and inspection of sewer, water, drainage, electric, gas, television, telephone, cable, Internet, and television facilities and the wires, lines, conduits, and other necessary and Property attachments in connection therewith for the benefit of the adjoining landowners, the Developer, any Federal, State or local authority, commission, or agency having jurisdiction thereover and any corporation, either public, quasi-public or private, supplying or servicing such facilities.

The Developer reserves to itself and its successors and assigns and grants to the Association, an easement and right on, over and under the ground within each Lot and the Common Area to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance, including any necessary right of access. Such right expressly includes the right to cut any trees, bushes, or shrubbery to make any grading of the land, or to take any other similar action reasonably necessary, following which the Developer or Association shall restore the affected property to its original condition as near as practical.

The Developer reserves for itself, its successors or assigns, and for the benefit of the Community, a perpetual and non-exclusive easement over all Lots or any Common Area for the purpose of erecting and maintaining landscaping, directional signage, temporary promotional signs and entrance features.

The Developer, its agents, and its employees, shall have a right of ingress and egress over the Common Areas as required for construction and development of the Property.

**Section 2. Easement Of Access.**

Every Owner shall have an easement over and across the Property In order to gain access to the Common Areas, and such easement shall be appurtenant to and pass with the title to every Lot. Any Owner may delegate his right of access to the Common Areas to the members of his family who reside on the Property or to such other persons as may be permitted by the Association.

**Section 3. Pipes, Ducts, Cables, Wires, Conduits, and Public Utility Lines - Support.**

Each Lot Owner shall have an easement in common with the Owners of all other Lots to use all pipes, wires, ducts, cables, conduits, public utility lines and other elements located in any of the other Lots and serving their Lot. Each Lot shall be subject to an easement in favor of the Owners of all other Lots to use the pipes, ducts, cables, wires, conduits, public utility lines and other elements serving such other Lots and located on such Lot.

**Section 4. Encroachment.**

To the extent that any Lot encroaches on any other Lot or Common area. either by any reason of deviation from the subdivision plat of the Property or by reason of settling or shifting of any land or improvements, there shall exist a valid easement for such encroachment. Each Lot and the Common Areas shall be subject to an easement for encroachments created by construction end overhangs as designed or constructed by the Developer. To the extent that walking trails deviate from the strict location depicted on any plats, a valid easement for said walking-trails, as actually located, shall exist, including the right to maintain the same. A valid easement for all encroachments described in this Section 4, and for the maintenance of same so long as they stand, shall and does exist.

**Section 5. Protective Easements**

An easement is hereby granted to all mail vehicles, area police, fire protection, emergency and rescue squads, ambulance, garbage, and trash collector pick-up vehicles and all similar authorized persons to enter upon the Common Area in the performance of their duty and the use of the Common Area by such vehicles shall, in no way, constitute an assumption by the public utility or service for liability for damage to the road caused by such usage.

## **ARTICLE VIII INSURANCE**

### **Section 1. Insurance On Common Areas**

The Board of Directors shall be required to obtain and maintain the following Insurance on the Common Areas and any Improvements constructed thereon, except for sidewalks and walkways:

- (a) Fire insurance with extended coverage, vandalism, malicious mischief and windstorm endorsements in an amount not less than that necessary to comply with the co-insurance percentage stipulated in the policy, but in any event not less than eighty percent (80%) of the insurable value (based upon replacement) of the improvements, if any, constructed on the Common Areas; and
- (b) Worker's Compensation Insurance if and to the extent necessary to meet the requirements of law; and
- (c) Such other insurance as the Board of Directors of the Association may determine or may be requested from time to time by a majority of the Lot Owners.

The Board of Directors shall also be required to obtain and maintain public liability and property damage insurance in such limits as the Board of Directors may from time to time determine. Insuring against any liability arising out of, or incident to, the ownership and use of the Common Areas. Such insurance shall be issued on a comprehensive liability basis and shall contain a severability of interest endorsement which shall preclude the insurer from denying the claim of the Lot Owner because of negligent acts of the Association, the Board of Directors, or other Lot Owners. The Board of Directors shall review such limits once each

year but in no event shall such Insurance be less than \$1,000,000.00 as to any claim or claims for personal injury or Property damage. The Board of Directors may also obtain and maintain officers' and directors' errors and omissions insurance in such amount as the Board of Directors may from time to time determine.

It shall be the responsibility of each Lot Owner to obtain, at their own expense, liability insurance with respect to ownership and use of the Lot, and the Board of Directors shall not be responsible for obtaining such Insurance.

## **Section 2. Insurance of the Lots**

Each Lot Owner shall obtain and maintain fire insurance and Insurance against the perils customarily covered by an extended coverage endorsement In an amount equal to not less than the full Insurable value of the Lot (based upon replacement) and, upon request therefor, shall forward evidence of such Insurance coverage together with evidence of payment of the most recent premium therefor to the Association

## **ARTICLE IX**

### **REPAIR AND RECONSTRUCTION AFTER FIRE OR OTHER CASUALTY**

#### **Section 1. Restoration**

In the event of damage to, or destruction of, all or any of the Improvements on the Common Areas as a result of fire or other casualty, the Board of Directors of the Association shall arrange for and supervise the prompt repair and restoration of such improvements substantially in accordance with the plans and specific locations under which the improvements were originally constructed. The Board of Directors shall proceed towards reconstruction of such improvements as quickly as practicable under the circumstances and shall obtain funds for such reconstruction from the insurance proceeds and any special assessments that

may be necessary after exhaustion of reserves for the repair and replacement of such improvements.

Any Lot Owner whose Lot is destroyed or damaged by fire or other casualty shall immediately proceed to rebuild and restore the lot to the condition existing immediately prior to such damage or destruction. All such rebuilding and restoration shall be undertaken in accordance with the provisions of Article VI hereof.

## **ARTICLE X MORTGAGES**

### **Section 1. NOTICE TO BOARD OF DIRECTORS**

An Owner who mortgages a Lot shall notify the Association of the name and address of the mortgagee.

### **Section 2. Notice of Unpaid Assessments for Common Expenses**

The Association, whenever so requested in writing by a mortgagee of a Lot, shall promptly report any then unpaid assessments for common expenses due from, or any other default by, the Owner of the mortgaged Lot.

### **Section 3. Notice of Default**

The Association, when giving notice to an Owner of a default in paying an assessment for common expenses or any other default, shall send a copy of such notice to each holder of a mortgage covering such Owner's Lot whose name and address has theretofore been furnished to the Association. Further, the Association shall send such mortgagees written notice of any default by such Owner which has not been cured within thirty (30) days after the delivery to such Owner of the first notice relating to such default.

## **ARTICLE XI COMPLIANCE AND DEFAULT**

## **Section 1. Relief**

Each Owner of a lot shall be governed by, and shall comply with, all of the terms of the Declaration, the Rules and Regulations promulgated by the Association and any amendments to the same. A default by an Owner shall entitle the Association, acting through its Board of Directors or through its agent, to the following relief:

- (a) Legal Proceedings. Failure to comply any of the terms of the Declaration and the Rules and Regulations shall be grounds for relief which may include, without limiting the same, an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of any assessments, any other relief provided for herein, or any combination thereof, and any other relief afforded by a Court of competent jurisdiction, all of which may be sought by the Association, the Board of Directors, its agent, or, if appropriate, by an aggrieved Owner.
- (b) Additional Liability. Each Owner shall be liable for the expense of all maintenance, repair or replacement rendered necessary by their act, neglect or carelessness, or the act, neglect or carelessness of any member of their family or their employee, agents or licensees, but only to the extent that such expense is not covered by the proceeds of any insurance-carrier by the Association. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any Lot or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by any Insurance company of its rights of subrogation.
- (c) Costs and Attorney's Fees. In any proceeding arising out of any alleged default by an owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be determined by the Court.
- (d) No Waiver of Rights. The failure of the Association, of the Board of Directors or of an owner to enforce any right, provision, covenant or condition which may be granted by the Declaration or the Rules and Regulations, shall not constitute a waiver of the right of the Association, the Board of Directors or the Owner to enforce such

right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Association, the Board of Directors or any Owner pursuant to any term, provision, covenant or condition of the Declaration or the Rules and Regulations shall be deemed to be cumulative; and the exercise of any one or more thereof shall not be deemed to be cumulative; and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such privileges as may be granted to such party by the Declaration or the Rules and Regulation, or at law or in equity.

- (e) Abatement and Enjoinment of Violations by Owners. The violation of any Rule or Regulation adopted by the Association or the breach of any provision of the Declaration shall give the Association the right, in addition to any other rights set forth herein or at law, (i) to enter the Lot in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist therein contrary to the Intent and meaning of the provisions hereof; and the Association shall not thereby be deemed guilty in any manner of trespass, or (ii) to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

## ARTICLE XII

### MISCELLANEOUS PROVISIONS

#### Section 1. Duration And Amendment

The provisions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Association or the Owner of any Lot subject to this Declaration, their respective legal representative, heirs, successors, and assigns for a term of twenty-five (25) years from the date this Declaration is recorded, after which time the Restrictions shall be automatically extended for successive

periods of ten (10) years each unless assigned by Owners holding not less than two-thirds (2/3) of the votes of the membership agreeing to terminate or change said restrictions. In whole or in part has been recorded, provided that no such agreement to terminate or change shall be effective unless written notice of that proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken. Unless specifically prohibited herein this Declaration may be amended by\_ an instrument signed by Owners holding not less than seventy-five percent (75%) of the votes of the membership at any time until the end of the initial twenty-five (25) year term and thereafter by an instrument signed by the Owners 'holding not less than two-thirds (2/3) of the votes of the membership. Any amendment must be properly recorded to be effective.

Notwithstanding any other provision contained here-in, Developer shall retain the exclusive right to amend, modify, revoke, alter, expand and update the contents of this Declaration, or amendments thereto, or to add any real estate to the scope of this Declaration. or amendments thereto, without the permission of any party as long as it owns any Lot. Any amendment or alteration to the Declaration shall take effect only after Developer has caused to be recorded an amended Declaration among the Franklin County land records.

These amendments or alterations include, but are not limited to, the right of the Developer to unilaterally, without the approval of any Owner or Mortgagee, amend any provision of this Declaration to: (i) make non-material or corrective changes; (ii) satisfy the requirements of any government. governmental agency, Mortgagee, or the Veterans Administration, the Federal Housing Administration, the Federal National Mortgage Association, or the Federal Home Loan Mortgage Corporation; (iii) reflect the relocation of boundary lines between the Common Area and any private portions of Lots or among any Lots: or (iv) make any other revision, modification or change which will not defeat or alter the purposes of the Declarationn or discriminate against any Owner or any group of Owners or materially Impair an owner's right to use such Owner's Lot.

## **Section 2. Consent Of First Mortgagees**

This Declaration contains provisions concerning various rights, priorities, remedies and Interest of the mortgagees of Lots. Such provisions are to be construed as covenants for the protection of the mortgagees on which they may rely in making loan secured by mortgagees on Lots in the Community. Accordingly, no amendment or modification of this Declaration impairing such rights, priorities, remedies or Interests of a mortgagee shall be adopted without the prior written consent of such mortgagee. If there is more than one mortgagee holding mortgages on the Lots, it shall be sufficient to obtain the written consent of the institutional mortgagee or mortgagees holding first liens on seventy-five percent (75%) of the Lots encumbered by mortgages. This paragraph shall not apply to or in any way be construed as a limitation upon those rights of the Developer under this Declaration which do not so adversely affect such mortgagees.

## **Section 3. Notices**

Any notice required to be sent to any Member or Owner under the provisions of this Instrument shall be deemed to have been properly sent when mailed, post-paid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

## **Section 4. Assignability**

The Developer, its successors and assigns, shall at all times have the right to fully transfer and assign any or all of the rights and Owners under this Declaration, subject only to Developer's obligations

## **Section 5. Non-Waiver**

The failure of the Developer or any Owner or their respective legal representatives, heirs, successors and assigns, to enforce any restriction contained in this Declaration shall in no event be considered a waiver of the right to do so thereafter as to the same violation or breach or as to such violation or breach occurring prior or subsequent thereto.

## **Section 6. Construction and Interpretation**

The Developer to the extent specifically provided herein, may adopt and promulgate reasonable Rules and Regulations regarding the administration, interpretation, and enforcement of the provisions of this Declaration. In so adopting and promulgating such Rules and Regulations, and in making any finding, determination ruling or order or in carrying out any directive contained herein relating to the issuance of permits, authorizations, approvals, rules or regulations, the Developer shall take into consideration the best interests of the Owners to the end that the Property shall be preserved and maintained as a high-quality Community.

## **Section 7. Severability**

All of the covenants, conditions, restrictions and reservations contained in this Declaration are hereby declared to be severable; and a finding by any Court of competent Jurisdiction that any of them. or any clause or phrase hereof is void, unlawful or unenforceable shall not affect the validity or enforceability of any other covenants, conditions, restrictions, reservations or clause or phrase hereof.

Following are Attached Addenda:

### **Addendum 1: Legal Description of the Property, 2005**

**Addendum 2: Legal Description of Property Amendment No. 4, Declaration Amendment made on August 7, 2019, will be added to the document.**

**Addendum 3: Letter, RE: Walking Trail**

**LEGAL DESCRIPTION OF PROPERTY (2005)**

The Property which is subject to this Declaration consists of the following property In the Town of Rocky Mount, County of Franklin, Virginia, owned by the Developer:

1. Section I, The Cottages et Stena MHI es. shown on a plat or survey prepared by Cornerstone Land Surveying, Inc.. of record In the Clerk's Office of the Circuit Court of Franklin County, Virginia, in Deed Book 832, at Page 1499;
2. Section II, The Cottages at Stone Mill, as shown on a plat of survey prepared by Cornerstone Land Surveying, Inc., of record In the Clerk's Office of the Circuit Court of Franklin County, Virginia, in Deed Book 839. at Page 51; and
3. The Common Areas as well as areas styled as "Future Development" on the plat of survey prepared by Cornerstone Land Surveying, Inc., of record in the Clerk's Office of the Circuit Court of Franklin County, Virginia. in Deed Book 847 at Page 900.

**Instrument # 05 000 4106**

**Recorded in the Clerk's Office of Franklin County**

**On 4.14.2005 at 3:37 p.m,**

**Alice Hall, Clerk**

**Addendum #2: Amendment No. 4:  
Declaration of Covenants on following  
page.**

BK 1125 PG 2260

AMENDMENT NO. 4

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF THE COTTAGES AT STONE MILL

THIS AMENDMENT, made this the 7<sup>th</sup> day of August, 2019, by THE ALLOY GROUP, LLC, a Virginia Limited Liability Company, hereinafter referred to as the "Developer".

R E C I T A L S:

1. By Declaration of Covenants, Conditions and Restrictions of The Cottages at Stone Mill (the "Declaration"), dated April 14, 2005, and of record in the Clerk's Office of the Circuit Court of Franklin County, Virginia, in Deed Book 847, at Page 904, the Developer did impose certain restrictions on the Cottages at Stone Mill (the "Community") providing that additional lands may be developed by the Developer in the same common scheme and plan as the Community (the "Expansion Area").

2. The Developer has expanded the area for the Community to include property known as Lot 42, Section 5, CONTAINING 2.647 ACRES, the Cottages at Stone Mill, which lots and properties are more particularly shown and described according to plat of survey prepared by Cornerstone Land Surveying, Inc., James T. Riddle, L.S., dated July 10, 2019, and of record in the Clerk's Office of the Circuit Court of Franklin County, Virginia, in Deed Book 1125, at Page 2259, with this reference being made for a more complete and particular description of Section V, The Cottages at Stone Mill.

3. The purpose of this amendment is to provide

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## **Addendum #3 Letter Re: Walking Trail**

### **Cottages at Stone Mill Property Owners Association 273 Stoney Mill Road, Rocky Mount, Va 24151**

November 15, 2023

Jessica Arrington, Planning and Zoning Administrator  
Town of Rocky Mount  
345 Donald Avenue  
Rocky Mount, Va 24151

This letter is to provide the Rocky Mount, Virginia, Planning and Zoning Commission with updated information as related to the Alloy Group, LLC, (developers) and the Cottages at Stone Mill Property Owners Association.

On October 24, 2023, during the annual Cottages at Stone Mill POA meeting, the POA members who attended the meeting voted on a proposal by the developers to abandon plans for the walking trail. This trail was initially to have been provided by the developers on the Association's common property. At this meeting, the POA voted to stop the consideration for a walking trail and the construction of a walking trail is no longer being considered. Consequently, any obligation for the Alloy Group to construct the proposed walking trail has been completely dissolved as directed via the outcome of the property owners' decision to reject a walking trail on the Cottages at Stone Mill Property Owners Association's common property.

Also, as related to this decision, the POA wishes to reassert that all property designated for the walking trail will remain as Common Property for the POA (as is the case, currently). Additionally, the 8' Walking Trail Easements (including the relocation is shown on the 2019 plat map) will continue as a right of way for Cottages at Stone Mill POA' access to the common property. As indicated on the revised plat map (2019), two parcels

owned by the Alloy Group were re-subdivided, and the Developer's (Alloy Group, LLC) sought to upgrade lots 30, 31, and 32, redrawn to create Lot 30A and Lot 30 B. The walking trail easement (as relocated on the 2019 plat map) continues to be necessary to provide an additional access to the POA's common property (which previously was to have been the walking trail). This 8' walking trail easement continues to serve as an access to the landlocked perimeter common property owned by the POA, and therefore the abandonment of the walking trail project includes an understanding that the walking trail easements will continue to serve as a right of way.

This letter should serve to ensure that the Town of Rocky Mount is aware of these changed plans regarding the walking trail. This decision by members attending the 10/24/23 POA meeting signifies a collective agreement on behalf of the Cottages at Stone Mill POA to halt any further work on the walking trail and the current plan is to maintain that common property in a natural state to which there will continue to be access through the allocated walking trail easements.

If you have any questions or require further clarification regarding this matter, please do not hesitate to reach out. Thank you for your attention to this matter.

Sincerely,

Cottages at Stone Mill Property Owners Association