

JOHNSON VILLAGE RESTRICTIVE COVENANTS

The Johnson Village Neighborhood Association administers the following restrictive covenants (deed restrictions) that accompany the title to each lot in the neighborhood. You should have received a complete list at your house closing; if you did not, the list is available from the City Clerk's Office in the City Court House Building. As a property owner, you assumed legal responsibility for upholding the covenants. Please get to know them. They protect you and your neighbors from unauthorized and unsightly additions, nuisance behavior, and the general deterioration of the neighborhood.

1. No lot shall be used except for residential purposes. No business house of any kind, no government supported or charitable institution, no house trailer or temporary living structure, and no apartment house shall be erected or maintained on any of said lots. A professional office, service, or home occupation use, may, however, be permitted with written consent of the Developer, its successors, or assigns. Any dwelling arranged to accommodate separately more than two families shall be considered an apartment house and there shall be only one detached dwelling unit permitted on each lot.

2. (a) No building, fence, or wall shall be erected, placed, or altered on any lot until the construction plans and specifications including outside elevations, exterior building materials, color schemes, and a plan showing the location of the structure has been approved by the Developer, its successors, or assign.

(b) If no legal action with respect to a breach of this covenant shall have commenced or no notice of lis pendens with respect thereto is recorded in the Clerk's Office of the City of Charlottesville within 60 days after completion of said building, fence or wall, it shall be conclusively presumed that there has been full compliance with this provision.

[Articles 3 thru 5: Builder/lot requirements]

6. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

7. No signs of any kind shall be displayed to the public view on any lot except a sign giving the name and/or occupation of a resident and/or a for sale or lease sign may be erected with the consent of the Developer, its successors, or assigns.

8. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

9. No building materials, refuse, or junk, shall be kept or stored on any lot other than during the course of construction of buildings or additions to buildings on such lot and required for such construction, unless housed in a suitable structure erected on the lot.

10. Protective screening and slope control areas and all improvements in them within the boundaries of each lot shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

11. The term "Developer, its successors, or assigns," as used in these restrictive covenants, shall be taken to mean the Developer and any successor to its interest as subdivider, and shall not be construed to include the individual owners of the several lots in the subdivision, even though one owner may own more than one lot unless so stipulated at a later date.
12. The above written restrictions are to run with the land and shall be binding upon the owners of all of said lots in Section, their respective heirs and assigns, for a period of twenty years from the date of recordation of this instrument after which time said restriction shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots in the whole of Johnson Village Subdivision, which may be now or hereafter platted of record, has been recorded, agreeing to change said restrictions in whole or in part.

Applications for restriction approvals (additions or extensions to a house, changes in exterior, or approval of a fence) are available from any JVNA Board Member.

Dogs

By City Ordinance, dogs must be on a leash and/or under strict voice control at all times. Dogs must be on leashes whenever they are on public property, including Johnson Elementary school grounds. Barking dogs are considered a violation of the City nuisance ordinance. You must clean up after your dog defecates anywhere no on your own property.

Garbage

City garbage pick-up in Johnson Village is on Tuesdays. City Ordinance requires that garbage and refuse be placed for collection no earlier than 6:00 p.m. on the day preceding the scheduled collection time nor later than 7:00 a.m. of the day of scheduled collection. Emptied receptacles must be removed by from the sidewalk or roadway and taken behind the building setback line within twelve (12) hours after being emptied.

Noise

City Ordinances provide for maintaining a peacable atmosphere in residential zones, including control of barking dogs, loud music, loud cars, etc. Quiet hours for the City are from 10 pm until 6 am.