

DECLARATION OF COVENANTS, RESTRICTIONS AND CONDITIONS

THIS DECLARATION is made by American Timberland Company, A Virginia Corporation, hereinafter referred to as “Declarant”.

W I T N E S S E T H

WHEREAS Declarant is the owner of those certain pieces, parcels, lots, or tracts of land described on Schedule “A” attached hereto and made part hereof;

WHEREAS Declarant intends to sell such lots to the general public and in so doing subjects said lots to these Covenants, Restrictions and Conditions:

NOW THEREFORE, Declarant hereby declares that all of the properties described herein shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any rights, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

I. APPLICABILITY

A. These Covenants, Restrictions, and Conditions are applicable to the real property described on Schedule “A” attached hereto and made part hereof.

II. LAND USE

A. Only one dwelling or residence may be located on each lot unless otherwise approved by Declarant and the appropriate county authorities.

B. No store, tavern or other public, commercial, industrial or professional business shall at any time be maintained or established or permitted upon any lot, except for home offices or small businesses run out of the home with off site sales and/or transactions.

C. No livestock, hogs, poultry, or animals may be raised or kept for commercial purposes. This shall not prevent the keeping of customary household pets nor any other animals or birds for personal enjoyment.

D. The lots shall not be re-subdivided without the prior approval of the Declarant and the appropriate county authorities.

III. RESIDENCE

A. Manufactured housing shall be allowed on the property subject to the following restrictions:

1. All manufactured homes shall be less than twelve (12) years of age at the time of placement on the property.
2. All manufactured homes shall be fully under-skirted with masonry, vinyl or other materials specifically manufactured for such use prior to occupancy.

B. A private garage and/or outbuilding may be built separately or attached to and made part of the residence.

C. All building materials shall be new or structurally sound. The exterior walls of all improvements shall be brick, wood, aluminum, vinyl, or Masonite siding. No asphalt shingles, tarpaper, tin, or similar building materials shall be used for the exterior walls of any improvements. Concrete or similar material may be used for foundations, but shall not be employed as “above ground” exterior walls.

D. Lot owners shall comply with the minimum building setbacks required by the local County Ordinances.

IV. MAINTENANCE

A. Each lot owner shall promptly remove or otherwise dispose of any accumulation of trash, garbage, or rubbish on his lot and at all times shall maintain the lot in a neat and sanitary condition.

B. Each lot owner shall maintain all improvements placed upon such Owner’s lot, and no unsightly or dilapidated structures shall be permitted on any lot.

C. Junked or inoperative vehicles shall not be stored or kept on any lot, either temporarily or permanently.

V. TERM; AMENDMENT

A. These Protective Covenants shall run with and be a part of the title to the property and shall be binding upon the owners thereof and all persons claiming under them, their agents, heirs, legal representatives, successors, and assigns.

B. A majority of the property owners may change or terminate, in whole or in part, these Protective Restrictions by signing and recording in a lawful manner, in the aforesaid Clerk’s Office, an instrument to such effect.

VI. INVALIDATION

A. Invalidation of any of these covenants, restrictions, and conditions by judgment of court order shall not affect any of the other provisions which shall remain in full force and effect.

B. In the event any protective covenant set forth herein is invalidated by any court, a majority of the then property owners at any time thereafter may, by signing and recording an appropriate instrument, replace such covenant governing the subject matter of the invalidated protective covenants.

VII. ENFORCEMENT

A. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

B. The failure to enforce any of these covenants, restrictions, and conditions at the time of violation shall not be deemed a waiver to enforce such covenant, restriction, or condition at a later time.

VIII. RESERVATIONS BY DECLARANT

A. Declarant reserves the right in its sole discretion to amend any covenant, condition, or restriction herein, until such time as fifty-one percent (51%) of the lots have been sold.

B. After such time as fifty-one percent (51%) of the lots have been sold, Declarant reserves the right to amend the protective covenants, restrictions, and conditions with concurrence of a majority of the lot owners (Declarant is also considered owner) within the subdivision.

C. Declarant reserves the right to grant general easements within the subdivision for the installation and maintenance of electric and telephone lines as may be required by the utility companies furnishing those services.

Witness signature of undersigned this _____ day of _____, 20____.

American Timberland Company

By _____

type I

STATE OF VIRGINIA

COUNTY OF _____, to wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____
for American Timberland Company, a Virginia Corporation, on behalf of the corporation.

My commission expires: ____ / ____ / _____

Notary Public