

FROM THE AGREEMENT OF SEPTEMBER 3, 1976 DEDICATING SECTIONS 8 & 9 TO THE MANAGEMENT OF SKYLAND COMMUNITY CORPORATION AS APPROVED BY THE WARREN COUNTY PLANNING COMMISSION AND THE BOARD OF SUPERVISORS.

1. These restrictions are intended to run with the land to protect and maintain the beauty of the development, to protect against substandard construction and to preserve and maintain it in an appealing and attractive condition for the general benefit of all the owners. Accordingly these covenants, restrictions and reservations shall be included in all conveyances, transfers and leases of the real property described on the said plat to any subsequent purchaser who shall be bound by these restrictions whether or not the said restrictions shall have been fully set forth in the deeds or instruments of transfer.
2. The lots designated in the subdivision shall be used for residential purposes only and no profession, business trade, enterprise or commercial activity of any kind or any nature shall be conducted or carried on upon any said lot or within any dwelling hereinafter erected thereon, without the express written approval of the Skyland Community Corporation, hereinafter referred to as S.C.C.
3. The rights of a property owner to use in common with others the streets, roadways, trails, walks, connections and other services and common facilities within the development area shall be dependent upon the payment annually of such charges and assessments to S.C.C. as may be required to prorate the expenses of providing and maintaining the aforesaid services and facilities proportionately among the designated lot owners and such use shall be pursuant to the regulations of S.C.C. Such charge shall become a lien on the respective lots and shall so remain and continue until paid in full, subordinated nevertheless to any mortgage executed in good faith for value which shall have been heretofore recorded.
4. No more than one single family residence dwelling shall be erected or maintained upon any lot described in the development plan, and all such dwellings shall be of year-round permanent type construction, containing not less than 1000 square feet of living space, subject however, to the further right of an owner to have erected and maintained thereon a private garage and garden tool house, woodshed or storage facility, which adjacent buildings shall conform in general appearance to that of the residential structure on the lot and shall be appropriate in design size and construction for use in conjunction with a single family residence.
5. No structure, whether residence, accessory building or other improvement, shall be constructed or maintained upon any building lot, and no alterations to the exterior of the structure shall be made unless there shall have been first submitted to and written approval obtained from the S.C.C. of the plans, specifications and design thereof, showing the exterior, height, elevation, building material, color scheme and further setting forth the location of said structure on a plat of said lot. All such structures shall be set back at least 60 feet from the edge of all roads and at least 30 feet from all side lot lines unless prior written consent to locate such structures elsewhere is obtained from the S.C.C.

6. A lot designated on the original development plan shall not be further subdivided except with the prior approval of the S.C.C. and the Warren County Planning Commission or its successor.
7. No structure of a temporary character, trailer, house-trailer, tent or other outbuildings shall be used or permitted on any lot or in any area at any time as a residence, either temporary or permanent, without express written approval by the S.C.C.
8. In addition to those easements shown on the plat herein referred to, which are expressly reserved, easements for the installation and maintenance of utilities, drainage facilities, sewage and bridal trails as may from time to time be required for the maximum use and advantage of the owners of lots in said subdivision along all lot lines and the edge of all roads and within ten feet thereof are hereby reserved to the S.C.C., its successors and assigns, including and reserving to the said S.C.C. designated contractor the right to entry upon any lot to construct and maintain the utility services, improvements, ways, trails, pipes, poles, wires, etc., whether under or above ground as long as such construction and maintenance does not hinder or prevent the construction of any permitted building on a designated lot.
9. No sign shall be erected on any lot other than one designating the identity of the owner thereon, and in no case shall a sign exceed In size two square feet and the design of such sign shall be subject to the prior approval of the S.C.C.
10. No noxious or offensive activity shall be suffered or permitted upon any lot or in any area of the development. No unsightly objects shall be displayed on any lot, nor shall anything be done thereon which may be or later become an annoyance or nuisance or danger to the health of any other lot owner or which may otherwise detract from the general character and quiet enjoyment and preservation of the residential quality of the neighborhood.
11. Owners of occupied and unoccupied lots shall at all times keep and maintain their property in this development in an orderly manner to prevent and eliminate any accumulation of garbage, rubbish, debris or other like material on the premises.
12. No hunting shall be allowed upon any lot or common area, and no firearms shall be discharged in the subdivision.
13. Purchasers of lots will be required to pay an annual fee to provide funds fir the maintenance of the roads and other facilities in the subdivision. This amount shall be paid to S.C.C. as long as it continues to bear responsibility for road maintenance. The amount will be set and may be adjusted up or down, based upon requirements and upon the average of such payments on similar properties in the area.
Each purchaser of any lot by acceptance of a deed therefor, whether or not it shall be expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the annual fee to S.C.C. The annual assessment, together with such interest thereon and cost of collection thereof shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with such interest thereon and

cost 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.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of the delinquency at the rate of eight per cent (8%) per annum, and S.C.C. may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action, and in the event judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

The following property subject to this Deed of Dedication shall be exempt from the assessments, charges and liens created herein:

- (a) All properties to the extent of any easement or other interest therein dedicated and accepted by local public authority and devoted to public use;
- (b) All common properties;
- (c) All properties exempt from taxation by the laws of the Commonwealth of Virginia, upon the terms and to the extent of such exemption

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges, or liens.

14. **Duration.** The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the S.C.C. or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then-owners of two-thirds of the lots has been recorded, agreeing to to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every owner at least ninety (90) days in advance of an action taken.
15. **Notices.** Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the S.C.C. at the time of such mailing.
16. **Enforcement.** Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the S.C.C. or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

17. Invalidation of any easement, restriction, agreement, or charge herein contained shall in no way affect the validity of any other provision, which shall remain in full force and effect. Failure to proceed to enforce any provision hereof shall in no way constitute a waiver of any rights with respect thereto nor constitute precedent for any subsequent circumstances.