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MAILED/DELIVERED;
C/O RONALD W. VAUGHT
DRAWER D
HOT SPRINGS, VA 24445

BOOK 151 PAGE 761

PC 1-120

DECLARATIONS OF COVENANTS, RESERVATIONS AND RESTRICTIONS

WOODS EDGE SUBDIVISION

Effective Date: March 7, 1996

D. Harvey Eye and Betty Sue Eye, husband and wife, owners of the property subject hereof, are hereinafter referred to in this document as the "Grantor." This document titled Declarations of Covenants, Reservations and Restrictions shall hereinafter be referred to as "Declarations."

I. SUBJECT PROPERTIES: Said Declarations are applicable to the following described property, titled to Grantor, situate in the Williamsville Magisterial District, Bath County, Virginia, more particularly described, to-wit:

Lots Nos. 1 through, and inclusive of, 4, of Woods Edge Subdivision, as is more fully shown upon that certain survey/subdivision plat, entitled "Woods Edge," by Jeffrey Hiner, C.L.S., dated March 25, 1996, and recorded in the Office of the Clerk of the Circuit Court of Bath County, Virginia, concurrent with recordation of said Declarations, with said subdivision plat being incorporated herein and made a part hereof by reference. The property subject hereof is a portion of that certain tract or parcel of real property conveyed unto Grantor by Roy M. Cleek, et.ux., as (26.21) acres, more or less, by Deed dated September 24, 1993, and of record in the said Bath County Clerk's Office in Deed Book 138, at page 760.

II. PROPERTY OWNERS ASSOCIATION AND MAINTENANCE

RESPONSIBILITIES: There shall be created and established a Property Owners Association, as defined in Section 302.140 of the Bath County Land Use Regulations, dated July 12, 1995. Upon the sale of one-fourth (1/4) of the total lots within Woods Edge Subdivision, or at any time prior thereto at the discretion of the Grantor, all

rights and responsibilities contained and reserved in this document will be delegated by the Grantor to said Property Owners Association, to be called "Woods Edge Property Owners Association," hereinafter referred to as the "Association," which shall be a non-profit organization, as a corporation or other legal entity, having as its purpose maintenance of the streets and/or other common areas of the Woods Edge Subdivision, and such other maintenance purposes as shall be set forth hereinafter or pursuant to any subsequent amendment of these Declarations.

- A. Every person or entity, who is a record owner of Lots 1 through 4 in the Subdivision shall be a member of the Association, and shall be entitled to one (1) vote for each lot owned, except the Grantor who shall be entitled to two (2) votes for each lot owned. All non-association members, tenants and lessees of owners acquire, by virtue of their residence within the Subdivision, responsibilities of upkeep and maintenance and a duty to refrain from any violation of these Declarations.
- B. The roadways, rights-of-ways and common area constructed throughout the Subdivision are for the use in common of the Grantor, lot owners and their respective heirs, successors and assigns. This Dedication shall not inhibit convenient use of the Subdivision's roadways,

rights-of-way and common areas.

- C. (1) The Association shall maintain the rights-of-ways, roadways and common area within the Subdivision, and shall assess each lot from 1 through 3 on a pro rata basis such monetary amounts necessary for the improvement and maintenance of said rights-of-ways, not to exceed \$250.00 per lot annually. The fee shall be \$100.00 per year until otherwise established by the Association. Grantor shall be exempt from such assessments.
- (2) All maintenance and upkeep of the roadways rights-of-ways and common area, including snow removal, will be done on the basis of competitive bids and only as required on demand of one or more of the property owners. No work will be undertaken where projected costs will exceed \$500.00 until the consent of two-thirds (2/3) of the ownership votes.
- (3) Upkeep and maintenance shall be limited to that required by virtue of erosion, Acts of God, ordinary wear and tear maintenance unless otherwise agreed to by two-thirds (2/3) of the Subdivision ownership votes.
- D. Any assessments, together with interest and any and all costs of collection, shall become a lien upon the lot against which such assessment is made at and from

the due date thereof. The Association shall have the right to file among the land records of Bath County, Virginia, a duly executed and acknowledged Notice of Lien with respect to each lot and its owner for which any assessment remains unpaid thirty (30) days after the due date thereof. Such lien procedure shall be in addition to, and shall not limit, any other lawful remedies available to the Association.

- E. All property owners agree to attend a meeting of property owners, convened after at least ten (10) day's written notice, at which time an individual or individuals will be elected officers of the Association.
- F. No money shall be collected until the Association has held its first meeting and an officer, or officers, are elected to collect such funds.
- G. Any increase or decrease of the annual maintenance fee shall be accomplished only by an affirmative vote of two-thirds (2/3) of the total Association votes.
- H. Each property owner shall be responsible for repair or any damage to roadways, rights-of-way and common areas in the Subdivision resulting from the willful or negligent acts of himself or his agents, invitees servants or employs. Each property owner agrees to perform any such repairs at his own expense within

a reasonable time, but not in excess of thirty (30) days after written notice of such damages has been sent to the property owner from Grantor or the Association.

- I. All property owners agree to install driveways and drainage ways to State and/or County specifications, rules, regulations and ordinances.
- J. Upon creation of the Association, the Grantor will convey all roadways, rights-of-way and common area to the Association.

III. EASEMENTS AND UTILITIES:

- A. The lots in this Subdivision are subject to utility easements for purposes of the provision of public utility services - water, electric, telephone, and telecommunications - to the subject lands being developed within said Subdivision. The said lots are also subject to road and drainage easements. Said utility and road easements are as shown on the aforesaid Jeffrey Hiner Survey and Subdivision Plat of the Woods Edge Subdivision, with same having been recorded herewith.
- B. Grantor reserves unto themselves, their heirs, successors, and assigns the right to lay, construct, maintain, and to do all lawful acts required therefor or accruing therefrom for purposes of public utilities as aforesaid and for roadways for

ingress and egress to said Subdivision, or to grant requisite easements and/or right-of-ways therefor, together with the right of ingress and egress for said purposes.

- C. Subject to approval by the Bath County Subdivision approval agency(s) and/or entity(s) said roadway(s), being fifty (50) feet in width, shall be an improved roadway, but unpaved, privately owned by the Association until such time as said roadway shall become public and accepted into the Virginia Department of Transportation system.

IV. LOT AND AREA USE: Lot use shall be for such use and purposes as allowed and permitted by the Bath County Land Use Regulations, excepting that no residential structure shall be erected, constructed, maintained, used or permitted to remain on any lot other than one (1) single-family dwelling, being of a minimum of 1,500 square feet in size, exclusive of porches, decks, garages, and/or permitted out or auxiliary buildings.

Manufactured homes or modular homes shall be permitted, subject to the square footage requirements aforesaid, provided that they have wood, vinyl, or masonite siding, asphalt shingle and/or metal roofs, and are not built on a permanent chassis and are designed to be used only with a permanent foundation.

V. NUISANCES: No public or private nuisance or nuisance activity shall be maintained, carried on, or allowed to occur

and/or continue in and upon any lot. Activities upon or the use of any lot shall be such as not to pollute or cause waste to the other lots in the Subdivision.

No inoperable automobiles, as defined by Sections 302.16, 302.16-1, 302.16-2, and 302.16-3 of the Bath County Land Use Regulations, dated May 9, 1995, shall be stored or allowed to remain upon any lot.

VI. MAINTENANCE: Each Lot owner shall promptly remove or otherwise dispose of any accumulation of trash, garbage or rubbish and at all times will maintain the Lot in a neat and sanitary condition. Lawns, trees and shrubbery shall be maintained in a neat and presentable fashion. Lot owners shall maintain as aforesaid and regularly mow so as to maintain in a neat and presentable fashion all lots, whether improved by a residential structure or not.

VII. RESERVATIONS:

- A. The Grantor expressly reserves, and further per these Declarations grants unto other persons or entities owning any Lot in the Subdivision, the right to proceed by any and all available legal means, whether at law or in equity, against any person or entity violating any of the terms and conditions set forth in these Declarations, and to prevent and enjoin such violations or to pursue damages therefor.
- B. Grantor reserves the right to amend, delete, or

add to these covenants and restrictions, the Declarations, on an individual basis pursuant to individual purchaser requests and requirements. Such amendments in accordance with this section will be accomplished by specific language in the individuals deeds or by supplementing these Declarations by separate recorded instrument.

VIII. CONFLICT: In the event of any conflict between the provisions of this Declarations and the aforesaid Subdivision Plat, the provisions reflected in the Final Subdivision Plat shall govern. Any conflict existing within the provisions of this instrument itself shall result in application of the most restrictive provision herein. Any structures and/or improvements located upon any Lot and pre-existing the recordation of this instrument are exempt from any restrictions in this instrument which would otherwise result in a violation thereof. However, alteration or replacement of any part of said structures and/or the addition of improvements, aside from routine maintenance, requires compliance with these provisions in their entirety.

IX. LOT DIVISIONS: No Lot situate within the Woods Edge Subdivision and denoted on the aforesaid Subdivision Plat recorded herewith shall be subdivided, or further divided in any manner, on more than one (1) occasion. The intent hereof is to allow only one (1) division or subdivision of any Woods Edge Lot. Any such Lot division and/or subdivision shall further meet and comply with any and all State and/or local Statutes, Rules, Regulations, or

Ordinances made and provided therefor.

X. APPLICABILITY AND INVALIDITY: This Declarations, together with the terms, restrictions, and covenants herein, shall be deemed to run with the lands subject hereof and for the benefit thereof, and shall be binding upon all parties, persons, and entities owning Lots in Woods Edge, as set forth hereinbefore, and inclusive of their heirs, successors, or assigns. Invalidation of any of the terms, conditions, restrictions, and covenants set forth in these Declarations by a Court of competent jurisdiction shall not affect any of the other provisions contained herein, which said provisions shall remain in full force and effect. Failure of enforcement of any of the said Declarations herein at any time for a violation thereof shall not be deemed a waiver of subsequent enforcement of either that violation or any other.

WITNESS the following signatures and seals:

D. HARVEY EYE (SEAL)

BETTY SUE EYE (SEAL)

STATE OF VIRGINIA
County of Bath, to-wit:

Subscribed and sworn to before me this _____ day of March,
1996, by D. Harvey Eye and Betty Sue Eye.

My commission expires: _____.

Notary Public

#00682
8-28-96

MAILED/DELIVERED:
C/O RONALD W. VAUGHT
DRAWER D
HOT SPRINGS, VA 24445

9/19/96

BOOK 152 PAGE 384

AMENDMENTS TO
DECLARATIONS OF COVENANTS, RESERVATIONS AND RESTRICTIONS
WOODS EDGE SUBDIVISION

Effective Date: August 27, 1996

D. Harvey Eye and Betty Sue Eye, husband and wife, owners of the property subject hereof, are hereinafter referred to in this document as the "Grantor." Pursuant to Paragraph VII.B, Grantor doth hereby make Amendments to the Declarations of Covenants, Reservations and Restrictions, Woods Edge Subdivision, dated March 7, 1996, and of record in the Office of the Clerk of the Circuit Court of Bath County, Virginia, in Deed Book 151, at page 761, et.seq., which said Amendments as are set forth hereinafter shall be in the place and stead of the prior Declarations and provisions so revised and amended, to-wit:

Paragraph II.A. (Revised)

II.A. The Members of the Association shall be every owner in fee simple of a Lot in the Subdivision. The Subdivision shall consist of Lots 1, 2, 3, & 4 as shown on the aforereferenced Hiner survey, excepting that Lot 4 may be subsequently subdivided and thereafter be known as Lots 4A and 4B, two (2) separate Subdivision lots. Each Subdivision Lot shall be entitled to one (1) Association vote, except that Grantor shall be entitled to two (2) votes for each Lot owned by Grantor. All non-association members, tenants and lessees of owners acquire, by virtue of their residence within the Subdivision, responsibilities of upkeep and maintenance and a duty to refrain from any violation of these Declarations.

Paragraph II.C. (Revised)

II.C. (1) The Association shall maintain the rights-of-ways, roadways and common area within the Subdivision, and shall assess each Lot on a pro rata basis such monetary amounts necessary for the improvement and maintenance of said rights-of-ways, not to exceed \$250.00 per lot annually. The fee shall initially be \$100.00 per calendar year until otherwise established by the Association. Grantor shall be exempt from such assessments for a term of five (5) calendar years, 1996, 1997, 1998, 1999, and 2000.

(2) All maintenance and upkeep of the roadways, rights-of-ways and common area, including snow removal, will be done on the basis of competitive bids and only as authorized by the Association subsequent to demand of one or more of the property owners. No work will be undertaken where projected costs will exceed the greater of \$500.00 or the Association account balance then existing for assessments under Paragraph C(1), without consent of 100% of the ownership votes.

(3) Upkeep and maintenance shall be limited to that required by virtue of erosion, Acts of God, ordinary wear and tear maintenance unless otherwise agreed to by a majority of the Subdivision ownership votes.

Paragraph II.G. (Revised)

II.G. Any increase or decrease of the annual maintenance fee to a sum not to exceed \$250.00 per Lot per year shall be accomplished by an affirmative vote of the majority of the total Association votes. Any increase or decrease of the annual

maintenance fee to a sum in excess of \$250.00 per Lot per year shall be accomplished only by an affirmative vote of 100% of the total Association votes.

Paragraph VII.C. (Added)

VII.C. Subsequent to establishment of the Association, the Association, pursuant to a vote of 100% of the membership votes, shall be vested with the right to amend, delete, or add to the covenants and restrictions, the Declarations and the Amended Declarations of the Woods Edge Subdivision.

Paragraph IX. Lot Divisions (Revised)

IX. Lots 1, 2, and 3 situate within the Woods Edge Subdivision, and denoted on the aforesaid Subdivision Plat, shall not be subdivided, or further divided in any manner. Lot 4 situate within the Woods Edge Subdivision, and denoted on the aforesaid Subdivision Plat, shall not be subdivided, or further divided in any manner on more than one (1) occasion. The intent hereof is to allow only one (1) division or subdivision of Lot 4. Any such Lot 4 division and/or subdivision shall further meet and comply with any and all State and/or local Statutes, Rules, Regulations, or Ordinances made and provided therefor.

WITNESS the following signatures and seals:

D. Harvey Eye (SEAL)
D. HARVEY EYE

Betty Sue Eye (SEAL)
BETTY SUE EYE

STATE OF VIRGINIA
County of Bath, to-wit:

Subscribed and sworn to before me this 27th day of August,
1996, by D. Harvey Eye and Betty Sue Eye.

My commission expires:

February 28, 1998
[Signature]
Notary Public

VIRGINIA: In the Clerk's Office of the Circuit Court
of the County of Bath. This instrument, with certificate
of acknowledgement annexed, is admitted to record at
3:45 o'clock P. M. August 28, 1996.
Taxes Paid: Pursuant to Sect. 58.1-802 \$ _____
Teste [Signature] Clerk