

Prepared by: W. T. Robey, III
P. O. Box 569
Buena Vista, VA 24416
(540) 261-2575

464-98

WOODS AT UNION RUN
ROAD MAINTENANCE AGREEMENT
FOR LOTS 3, 4, 5, 7, 8, 12B, 15 and 16

1st This agreement, made and entered into this 6th day of 1997, by and between W. T. ROBEY, III, subdivider of the Woods at Union Run Subdivision in Rockbridge County, Virginia, hereinafter referred to as "Subdivider,"; and the Owners of Lots in the Woods at Union Run, hereinafter referred to as "Owner."

WHEREAS, the subdivider has recorded in the Clerk's Office of the Circuit Court for the County of Rockbridge, Virginia, a subdivision plat of Woods at Union Run made by Dorsey Surveyors, Certified Land Surveyors, recorded in Plat Cabinet 2, Slide 607, 608, 609, 610; and

WHEREAS, access to some of the lots in Woods at Union Run is accomplished by usage of a road shown upon said plat which will not be included in the Virginia highway system; and

WHEREAS, the parties desire to enter into an agreement in order to provide for the maintenance, repair and upkeep of said road or roads,

NOW, THEREFORE, in consideration of the covenants herein contained, the parties do agree one with the other as follows:

1. The parties do hereby agree on behalf of themselves, their heirs, personal representatives, successors and assigns to maintain and repair the road serving their respective lots in a good and safe condition in accordance with standards and in the manner set forth below.
2. There are eight (8) lots within the Woods at Union Run Subdivision served by roads shown upon said plat which have not been constructed by the subdivider to meet specifications required to be taken into the Virginia highway system. Those lots are shown upon said plat and numbered 3, 4, 5, 7, 8, 12B, 15 and 16. The road serving these lots shall be considered a private access road. The owners being served by this road shall equally participate in the maintenance and repair of that road.
3. The terms "maintenance" and "repair" shall include, but not be limited to, repairing the road surface, adding stone, clearing obstructions, grading or scraping the road as necessary.

cleaning or recutting ditches as necessary, trimming brush along the roadside, removing snow, unplugging or opening culverts or drainpipes, and performing any and all other necessary work required to maintain the road in a condition that will allow for reasonable and safe access of motor vehicles.

4. There shall be no obligation to upgrade the road to a superior condition than exists on the day hereof unless all of the parties obligated to maintain the road agree thereto in writing; provided, however, that any party shall have the right to upgrade said road to a superior condition at such party's sole expense.

5. Between the first day and tenth day of March of each year a meeting of the lot owners shall be held following written notice to all parties, their successors or assigns, by mail or delivery in person at least fifteen days prior to such meeting. The notice shall state the time, date, place and purpose of such meeting, with the primary purpose being to establish the annual assessment to be made against each lot owner in regard to the repair and maintenance of the road. By majority vote of the landowners in attendance at the meeting the annual assessment shall be made. Also, by majority vote of the landowners at such meeting, a committee of two persons shall be elected. This committee shall have the responsibility of collecting, keeping and disbursing all monies collected for the repair, maintenance and/or improvements of the aforesaid private road. It shall be the committee's further responsibility to determine whether repair and/or maintenance, including snow removal is needed, and to contract for the making of such repairs, maintenance or snow removal. The committee in existence during the month of February shall have the responsibility of setting and giving notice of the next annual March assessment meeting.

6. If any of the parties, their successors or assigns, fails to pay any assessment for maintenance, repair or improvements within ninety days after a bill for such assessment has been mailed or delivered to them in person by the committee, the amount due by said landowner shall bear interest at the legal rate established by law from the delinquent date until paid. The committee shall be entitled to bring an action against any landowner who fails to pay any assessment within ninety days of its due date for the assessment, interest thereon, plus any costs and reasonable attorneys fees.

7. The covenants set forth in this Road Maintenance Agreement shall run with the land and shall be binding upon the heirs, personal representatives, successors, and assigns of the parties hereto.

8. The road which is the subject of this maintenance agreement is not dedicated to public use. It will not be

maintained by County or State authorities.

9. This Road Maintenance Agreement contains the entire agreement between the parties hereto and shall be construed and interpreted according to the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the following signature is made this 6th day of February, 1997.

W. T. Robey, III (SEAL)
W. T. ROBEY, III

STATE OF VIRGINIA, AT LARGE

CITY/COUNTY OF Prince George's

Acknowledged before me, a Notary Public, in and for the State of Virginia, at large, by W. T. ROBEY, III on this the 6th day of February, 1997.

My commission expires 11/20/98.

David C. [Signature]
NOTARY PUBLIC

RECEIVED BY THE STATE OF VIRGINIA
NOTARY PUBLIC
David C. [Signature]

Prepared by: W. T. Robey, III
P. O. Box 669
Buena Vista, VA 24416
(540) 261-2575

465-98

WOODS AT UNION RUN
COMMON AREA DECLARATION AND CREATION
OF PROPERTY OWNERS ASSOCIATION

This Declaration made on the date hereinafter set forth by W. T. ROBEY, III, (hereinafter referred to as Declarant).

:-: W I T N E S S E T H :-:

WHEREAS, Declarant is the owner of certain property in Rockbridge County, Virginia, which property is more particularly shown on a sub-division plat of Woods at Union Run Sub-Division recorded in the Clerk's Office of the Circuit Court for the County of Rockbridge, Virginia, in Plat Cabinet X, Slides 607, 608, 609, 610; and

WHEREAS, there is shown upon said plat a common area of 43.33 acres that has been and will be permanently set aside for the mutual use, benefit, enjoyment and pleasure of the owners of lots in said Woods at Union Run Sub-division; and

WHEREAS, that common area will be conveyed by the Declarant to the Woods at Union Run Property Owners Association which shall be an association which is non-profit and charged with the duties and invested with the powers prescribed by law and set forth in this declaration; and

WHEREAS, there is a small retention pond on Lot 18 shown upon said plat which will exist for the benefit of the entire subdivision by controlling water run off, NOW, THEREFORE,

The Declarant hereby creates the Woods at Union Run Property Owners Association to exist for the hereinbefore and the hereinafter stated reasons.

The Declarant hereby sets forth the following conditions applicable to the existence of the Association and applicable to the common area and retention pond:

1. The common area and its access easements will be conveyed to the Woods at Union Run property owners association.
2. Each lot owner shall be a member of the association and each lot owner shall have one vote per lot owned in the affairs of the Association.

3. The association shall in accordance with the rules hereinafter set forth, provide for the manner in which the common area and retention pond is used, maintained and improved.

4. Between the first day and tenth day of March of each year a meeting of the members of the property owners association shall be held following written notice to the members, their successors or assigns, by mail or delivery in person at least fifteen (15) days prior to such meeting. The notice shall state the time, date and place and purpose of such meeting, with the primary purpose being to establish the manner of usage of the common area and the annual assessment to be made against each member regarding maintenance and improvements to the common area and retention pond. By majority vote of the members in attendance at the meeting the annual assessment shall be made and restrictions implemented as to the usage of the common area and retention pond. In no event shall the annual assessment exceed the sum of One Hundred Fifty Dollars (\$150.00) per lot. Also, by majority vote of the members at such meeting, a committee of three (3) persons shall be elected. This committee shall have the responsibility of collecting, keeping and disbursing all monies collected for the maintenance and improvement of the common area. Additional meetings held in the same manner may occur at any time when requested by one fourth of the members. It shall be the committee's responsibility to call for such meetings. The committee in existence during the month of February shall have the responsibility of setting and giving notice of the next annual March meeting.

5. If any of the members, their successors or assigns, fails to pay any assessment for maintenance or improvements within ninety (90) days after a bill for such assessment has been mailed or delivered to them in person or by the committee, the amount due by said member shall bear interest at the rate of 10% per annum from the delinquent date until paid. The committee shall be entitled to bring an action against a landowner who fails to abide by the restrictions of usage or to pay any assessment within ninety days of its due date for the assessment, interest thereon, plus any costs and reasonable attorney's fees incurred to bring such action.

6. By two-thirds vote the members of the property owners association shall have the right to amend the provisions hereof for the purpose of advancing the best interest of all members of the property owners association.

7. As a part of maintenance, the association shall be required to make an adequate assessment to annually pay all taxes assessed against the common area and to provide for a liability insurance policy insuring all members against liability for damage to persons or properties by virtue of the existence and usage of the common area and retention pond.

IN WITNESS WHEREOF, the following signature is made this 2nd day of February, 1997.

W. T. ROBEY, III (SEAL)
W. T. ROBEY, III

STATE OF VIRGINIA, AT LARGE
CITY/COUNTY OF Sumner State

Acknowledged before me, a Notary Public, in and for the State of Virginia, at large, by W. T. ROBEY, III on this the 2nd day of February, 1997.

My commission expires 11/30/00.

William A. Miller
NOTARY PUBLIC

Prepared by: W. T. Robey, III
P. O. Box 669
Buena Vista, VA 24416
(540) 261-2575

4/16-48

RESTRICTIVE COVENANTS
AND PROVISION FOR UTILITY EASEMENTS
WOODS AT UNION RUN SUBDIVISION

This Declaration made on the date hereinafter set forth
by W. T. ROBEY, III (hereinafter referred to as "Declarant").

W I T N E S S E T H

WHEREAS, Declarant is the owner of certain property in Rockbridge County, Virginia, which property is more particularly shown on a subdivision plat of Woods at Union Run, recorded in the Clerk's Office of the Circuit Court for the County of Rockbridge, Virginia, in Plat Cabinet 2, Slides 107, 108, 109, and in order to provide for a uniform scheme of development and to provide for and protect the value and desirability of the lots in this development, Declarant sets forth the following covenants, conditions and restrictions.

1. Declarant hereby covenants and declares that the lands within the Woods at Union Run Subdivision be held, sold and conveyed subject to the following restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of the Woods at Union Run lots, and which shall run with the real property and be binding on all parties having right, title or interest in the property more particularly described upon said plat, their heirs, successors and assigns and shall inure to the benefit of each owner.

2. No structures shall be erected on any individual lot shown hereon other than private single family dwellings with appropriate accessory buildings. Such structures shall contain a minimum of 1500 square feet of living area excluding any basement area.

3. No single wide or double wide mobile homes or trailers will be allowed.

4. No exposed concrete or cinderblock foundations which are visible shall be permitted.

ARCHITECTURAL REVIEW COMMITTEE

Section 1. Creation of Architectural Review Committee. There is hereby created an Architectural Review Committee.

Section 2. Duties of the Committee. No construction modification, alteration or improvements of any nature whatsoever, except for the interior alterations not affecting the external structure or appearance of any residence, shall be undertaken on any lot unless or until a plan for such construction or alteration shall have been approved in writing by the Committee. This is intended to include, but not be limited to residences, outbuildings including barns or storage sheds, fences, swimming pools, satellite systems, or any other type of structure or improvements proposed to be erected on any lot in Union Run. Plans shall be submitted to the Committee for approval, and shall include (i) the construction plans and specifications, including all proposed landscaping, and (ii) a site plan showing all proposed improvements. No construction shall be commenced and no residence shall be modified except in accordance with such plan or a modification thereof that has been approved in writing by the Committee.

Approval or denial by the Committee shall be in writing. Consideration will be given to the quality of workmanship and material, harmony of external design with surrounding structures, the effect of the construction on the outlook from surrounding properties, and all other factors which in the sole opinion of the Committee will affect the desirability or suitability of the construction. The Committee shall have full and final authorization to make decisions on all matters relating to these restrictions, except that no decision shall be arbitrary and capricious.

Section 3. Composition of the Committee. The original Committee shall consist of one (1) member who will initially be W. T. Robey, III. The Committee shall establish uniform procedures for the review of applications submitted to them, including the authority to name any successors to the Committee in the event of death or resignation. These procedures shall provide (i) for the time and place of meeting of the Board; (ii) the submission and review procedure, and (iii) the review costs and fees (to be paid by applicant). Fees shall be intended not as a source of revenue, but rather to offset the cost of the review procedure itself. Any fund in excess of actual costs will be returned to the applicant.

During the time frame that the Declarant is the sole member of the Committee he shall give notice to any other landowner within the subdivision, if previously requested by the landowner, of any application made by a landowner which requires approval by the Committee. This notice will be for the purpose of giving affected landowners an opportunity to make input to the Committee.

Not later than thirty (30) days after the sale of the last lot in Union Run by the Declarant, three successor Committee members shall be elected by a majority of the lot owners. In the event of a vacancy, the lot owners shall elect a replacement. All successor Committee members must be lot owners in Union Run. If none of the successor Committee members has the technical expertise necessary to review proposed construction plans, the Committee shall be entitled to retain outside assistance from a registered architect or registered engineer, the cost of which shall be paid by the applicant.

Section 4. Approval or Disapproval. Approval or disapproval of applications to the Committee shall be given to the applicant in writing within thirty (30) days of the receipt thereof; in the event that the approval or disapproval is not forthcoming within thirty (30) 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 construction is in accordance with the submitted plans and provided further that such plans conform with all other requirements of this Declaration.

Approval by the Committee shall not constitute a basis for any liability of the members of the committee. Approval and/or revisions suggested by the Committee in accordance with the provisions of this Declaration shall not constitute a certification of conformity with existing building codes nor shall it constitute a review or certification of the structural integrity or for construction or design defects.

Section 5. Standards for Decisions. No decisions made hereunder shall be arbitrary or capricious. If a landowner perceives a decision to be arbitrary or capricious, then he shall have the right to seek relief from the Circuit Court for the County of Rockbridge, Virginia.

5. It shall be the responsibility of each individual lot owner to prevent the development of any unclean, unsightly, or unkempt condition of the building or grounds on such lots which shall tend to substantially decrease the beauty of the neighborhood as a whole. Non-operating vehicles, unused objects or apparatus, or any portion thereof, shall not be permitted to remain on any lot. All lots shall be kept clean and free of garbage, junk, trash and debris.

6. No offensive or noxious activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to the neighborhood. There shall not be maintained any plants or animals or devices of any sort whose normal activity or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property owners in Woods

at Union Run. No exterior lighting fixture shall be directed toward the common roads or an adjoining lot the nearest boundary of which is located within 100 feet of such fixture.

7. Each owner shall provide receptacles for garbage and trash in an area not visible to others.

8. No fuel tanks or similar storage receptacles may be maintained so as to be visible to others within the subdivision. Any such facilities must be installed within the main dwelling house or other adjacent outbuilding in accordance with County Building Codes.

9. No lot may be re-subdivided except that Declarant and his successor reserves the right to re-subdivide Lots 9 and 12A.

10. The timber within the subdivision is important to the aesthetics of the entire development. Timber may only be cut if the tree is at least 12 inches in diameter at breast height except that clear cutting may be done for the purpose of creating a home site or to enhance a view. Any taking of timber would be done in accordance with good forestry practices.

11. These restrictions are to run with the land and be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these restrictions are recorded, after which time said restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument signed by a 2/3 majority of the lot owners is recorded in the Circuit Court Clerk's Office agreeing to amend, modify or terminate the restrictions in whole or in part.

12. 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 the violation or to recover damages.

13. Should any covenant or restriction 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 hereof which are hereby declared to be severable and which shall remain in full force and effect.

UTILITY EASEMENTS

All roadways shown upon said plat shall be available to the respective lot owners within the sub-division for usage for the

installation of utility services to the respective lots as reasonably required. There shall exist a 10 foot wide utility easement on each side of every lot for the benefit of all landowners within the subdivision.

IN WITNESS WHEREOF, the following signature is made this 4th day of February, 1997.

W. T. Robey, III (SEAL)
W. T. ROBEY, III

STATE OF VIRGINIA, AT LARGE
CITY/COUNTY OF Prince George

Acknowledged before me, a Notary Public, in and for the State of Virginia, at large, by W. T. ROBEY, III on this the 4th day of February, 1997.

My commission expires 11/20/99.

Marie B. Skott
NOTARY PUBLIC