

#124
2/25/1992

Mailed:

Peter J Judah, Atty;
P O Box 774
Hot Springs, Va. 24445

*Mailed
5-24-92*

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DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS

WHEREAS, VIRGINIA HOT SPRINGS DEVELOPMENT COMPANY (hereinafter sometimes referred to as the "Declarant") acquired certain lands in the Cedar Creek Magisterial District, of Bath County, Virginia, comprising 8.58 acres, more or less, (hereinafter referred to as the "Property") by Deed dated 26 day of July 1991, of record in the Office of the Clerk of the Circuit Court of Bath County, Virginia in Deed Book 131 at page 455.

WHEREAS, the Property, after it was acquired by Virginia Hot Springs Development Company was subdivided into several lots as shown on the plat of the subdivision entitled Mountain View Subdivision, prepared by David Ingram, C.L.S. dated April 5, 1991, a copy of which plat is recorded in the aforesaid Clerk's Office with this Declaration.

WHEREAS, the undersigned, Virginia Hot Springs Development Company, hereby desires to impose certain covenants, restrictions, reservations and easements as to said subdivision.

NOW, THEREFORE, THIS INSTRUMENT WITNESSETH:

FIRST: That the undersigned, pursuant to the provisions of

Section 15.1 - 477 of the Code of Virginia, 1950, as amended, hereby DECLARES and CERTIFIES that the subdivision, as it appears on the aforesaid plat was made with the free consent and in accordance with the desire of the Declarant, which consent and desire is endorsed on said plat.

SECOND: The undersigned hereby imposes the following covenants, restrictions, reservations, and easements as to each and every lot of land as shown on the aforesaid subdivision plat, which are hereby deemed to be and are covenants running with the lots of land as shown on the said subdivision plat which shall be binding on the undersigned, its successors, transferees and assigns:

(1) All plumbing fixtures, dishwashers, toilet or sewage disposal systems shall be connected to the public sewage system servicing the lot.

(2) Once construction of an improvement is started on any lot, the improvement must be substantially completed in accordance with plans and specifications, as approved, within one (1) year from commencement.

(3) No residence shall be occupied until the same has been substantially completed in accordance with the plans and specifications therefor.

(4) All structures constructed or placed on any lot shall be constructed with a substantial quantity of new material

and no used structures shall be relocated or placed on any such lot.

(5) No animals or livestock of any descriptions, except the usual household pets, shall be kept on any lot.

(6) No commercial signs shall be erected or maintained on any lot.

(7) No unused, stripped down, partially wrecked, or junk motor vehicles or sizeable parts thereof, shall be permitted to be parked on any street in the subdivision, or on any lot.

(8) Every tank for the storage of fuel installed outside any building in the subdivision shall be screened. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be screened or so placed and kept as not to be visible from any street within the subdivision at any time except during refuse collections. If an owner is planning on storing such service items as lawnmowers, grills, etc., outside of a dwelling, he must construct a screening fence to shield and hide the items from view.

(9) All outdoor clothes poles, clothes lines, and other similar equipment shall be so placed or screened as not to be visible from any road within the subdivision.

(10) Any satellite dish erected or placed on a lot must be screened or hidden from view from any roadway in the subdivision.

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(11) All lots whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such manner as to prevent their becoming unsightly by reason of unattractive growth on such lot or the accumulation of rubbish or debris thereon. If this is not done by the owner, the lot will be cleaned up by Declarant at the owner's expense.

(12) No noxious, offensive or illegal activities shall be carried on on any lot nor shall anything be done on any lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood.

(13) Any dwelling or outbuilding on any lot in the subdivision which may be destroyed in whole or in part by fire, windstorm or for any other cause or act of God, must be rebuilt or all debris removed and the lot restored to a sightly condition with reasonable promptness, provided, however, that in no event shall such debris remain longer than three (3) months.

(14) No radio station or shortwave equipment of any kind shall be operated from any lot or residence. No exterior television or radio antenna of any kind shall be constructed or erected on any lot or residence whether it be situated on the ground, located on the front of a residence or located elsewhere on a residence, without prior approval of the Declarant.

(15) No trash, ashes, garbage or other refuse shall be dumped or stored or accumulated on any lot.

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(16) Any boats, trailers or other such camping and pleasure equipment shall be stored behind the front line of the dwelling.

(17) Each lot owner shall provide space for parking two automobiles off the street prior to the occupancy of any dwelling constructed on said lot.

(18) In order to implement effective insect and woods fire control, the Declarant, reserves the right to enter upon any lot on which a residence has not been constructed, such entry to be made (at the expense of the owner of the lot), by personnel with tractors or other suitable devices, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of the Declarant detracts from the overall beauty, setting and safety of the subdivision. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass. The Declarant and its agents may likewise enter upon such land to remove any trash which has collected on such lot without such entrance and removal being deemed a trespass. The provisions in this paragraph shall not be construed as an obligation on the part of the Declarant to mow, clear, cut or prune any lot nor to provide garbage or trash removal services.

(19) Only the following shall be used as roofing materials for structures constructed on lots: wood shakes or

premium grade asphalt or fiberglass shingles.

(20) No unfinished exposed concrete, cinder block or concrete masonry foundations shall extend above finish grade, except to comply with provisions of the applicable building code.

(21) All driveways shall be designed to enhance the beauty of the lot and project a sense of arrival with minimum exposure of the house. The owner has six (6) months from time of occupancy to comply.

(22) The construction of all extensions to houses and all accessory buildings shall be approved by Declarant and are to be primarily of the materials listed herein below and of such color as to blend with the natural surroundings. Only the following materials may be used on the exterior of the home or any accessory building: wood, wood siding, logs, stone, brick or aluminum or vinyl siding.

(23) No fence shall be erected upon any part of the Property, unless previously approved by Declarant, it being intended to hereby reserve to Declarant power to control the appearance of any such fence.

(24) Exterior plywood siding shall not be left natural. All exterior plywood siding shall be stained with at least one coat of premium grade stain. Solid wood plank exterior siding may be left natural and does not require staining.

(25) The primary exterior siding material used on the

front elevation of the structure shall be used on all side and rear elevations of the structure.

(26) All gutters and downspouts on structures shall be the same color as exterior siding material or compatible contrast.

(27) No bizarre or exotic ornamentation of either house or landscaping will be allowed.

(28) Firing of guns of any kind is prohibited at all times on any lot and on any of the land forming a part of the subdivision.

(29) Any brick that is used on the homes must blend with the siding and natural surroundings.

(30) No single lot may be subdivided by a purchaser so as to create two (2) building lots from the original.

(31) 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.

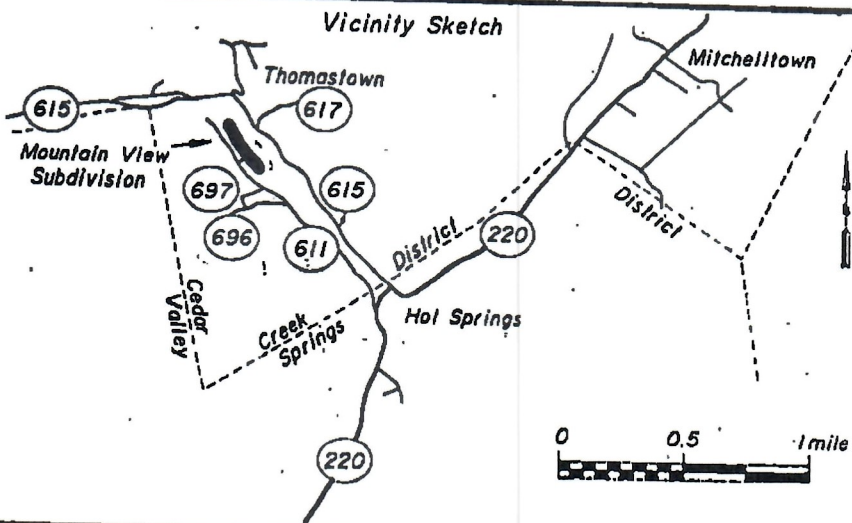
(32) Should any covenants or restrictions herein contained, or any sentence, clause, phrase or term of this instrument be declared to be void, invalid, illegal or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable

Mountain View Subdivision

Virginia Hot Springs Company

Cedar Creek District
Bath County, Virginia

Vicinity Sketch



Reserved For Approving Authority

*John C. [Signature] - Vice Chairman
A. E. [Signature] Planning Commission
8-26-91*

Owner's Consent & Dedication

This subdivision of 8.58 acres as it appears on this plat is with the free consent and desires of the undersigned owner thereof.

Virginia Hot Springs Company

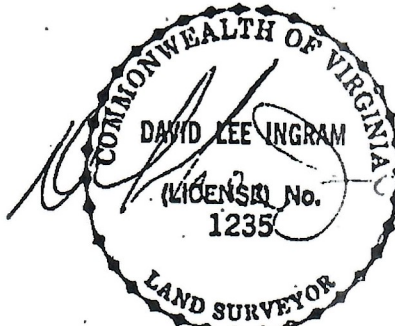
by *David H. Toyall*

Title *president* Date *8/27/91*

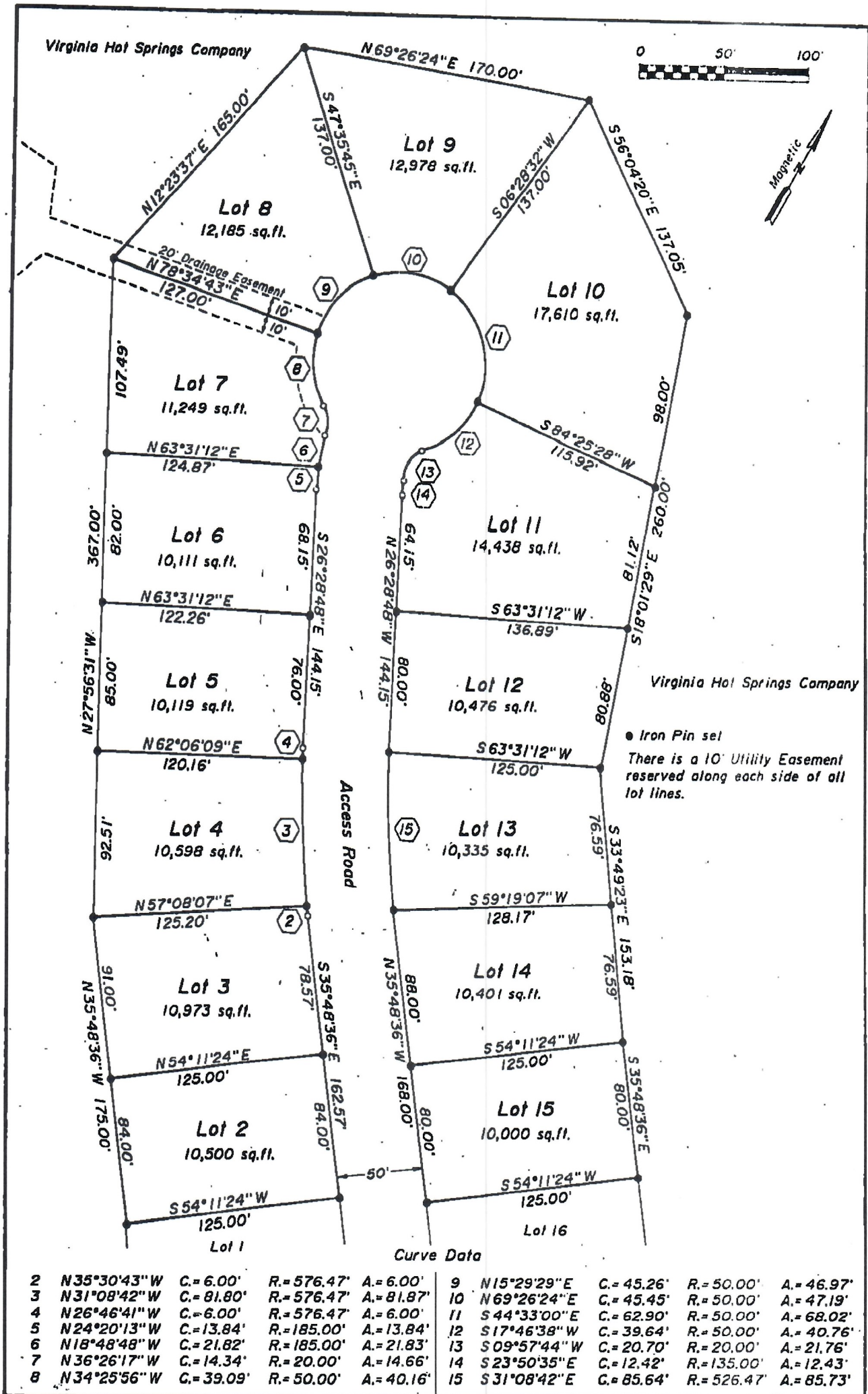
Surveyor's Certificate

I hereby certify that the property shown on this plat is a portion of that property described in Deed Book 48 at Page 48 in the office of the Clerk of the Circuit Court of Bath County, Virginia, where 14,351.12 acres was conveyed to Virginia Hot Springs Company.

David Lee Ingram & Associates, Inc.
Land Surveyors - Land Planners
Route 2, Box 204
Mount Crawford, Virginia 22841 - 9718
Telephone (703) 828 - 2778



This is not a true, certified copy unless the signature hereon is an original signing.



and which shall remain in full force and effect. In addition, if there is any contradiction between these restrictions and any governmental ordinances, laws or regulations of a Federal, state or local agency, the latter shall prevail.

(33) Each owner of each lot shall have the right to use all roads shown on said subdivision plat and the maintenance and upkeep of all such roadways shall be shared equally by and between all lot owners, until said roads have been taken into the public highway system.

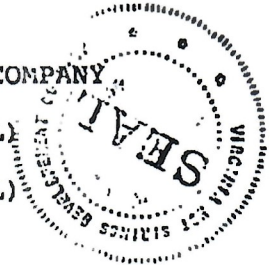
(34) The covenants and restrictions set forth above, may be altered or amended at any time, and from time to time by written memorandum signed by the Declarant and Declarant may exempt any lot owner from any one or more of said covenants and/or restrictions by written memorandum signed by Declarant.

IN TESTIMONY WHEREOF, WITNESS the following signatures and seals this 24th day of February, 1992.

VIRGINIA HOT SPRINGS DEVELOPMENT COMPANY

By: Daniel H. H. Traylor (SEAL)

(SEAL)



STATE OF Va.
COUNTY OF Bath, to-wit:

The foregoing instrument was duly acknowledged before me this 24th day of Feb. 1992, by Daniel H. H. Traylor

My commission expires: Apr. 30, 1994

John S. Perkins
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 11:30 o'clock A. M. Feb. 25 19 92
Taxes Paid: Pursuant to Sect. 58.1-802 \$ _____
Teste W. Charles Edson Clerk