

GAPOA
435 Greene Acres, North
Standardsville, VA 22973

Greene Acres Protective Deed Covenants



Doc ID: 000392430003 Type: DEE
Kind: DEED OF RESTRICTED COVENANT
Recorded: 11/18/2015 at 02:42:00 PM
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Greene Co VA Circuit Court
Clerk of Circuit Court Clerk
Book 1482 Page 304 - 306

File **2015-00002559**

Amended July 7, 1984
Amended November 12, 1988
Amended July 3, 1999
Amended July 6, 2002
Amended September 9, 2005
Amended July 20, 2013
Amended November 14, 2015

002559

The following restrictions are recorded in the Greene County Court House, Virginia, and are designed to protect purchasers and property owners, and to assure continued property value and appreciation in Greene Acres. All deeds recorded for said property refer to the covenants herein and shall run with the land. The Greene Acres Property Owners' Association shall have full power and authority to enforce these covenants.

1. No residence shall be constructed which is smaller than 1,000 square feet (effective as of July 3, 1999). All dwellings and out-buildings, prior to construction, must be approved in writing by the Environmental Control Committee. Only single family dwellings will be approved. Effective as of July 6, 2002, no modular homes or other similar dwelling involving substantial off-site fabrication shall be approved unless it meets the following:

- A) Majority of the weight of the dwelling must be structurally supported by the foundation along the outside perimeter of the house. The mass of the weight of the dwelling cannot be supported by piers, columns, etc.
- B) Dwelling must have no less than a 7/12 pitch roof (that is 7 inches of rise per 12 inches of running roof rafter)
- C) Electrical service must be permanently mounted on the dwelling
- D) All decks, porches, stairs, etc., must be permanently mounted on the dwelling
- E) All dwellings must meet all other GAPOA, County, and BOCA rules.

2. No more than one residence shall be constructed on lots smaller than one acre in size. Permission to construct more than one building on any lot or tract must be granted in writing by the aforesaid Environmental Control Committee.

3. Said property is for the private use of property owners, guests of owners, heirs, and assigns and no advertising, signs, or billboards of any kind may be erected, placed or maintained on any lot, tracts, or rights-of-way, nor upon any building erected thereon, except directional or informational signs of the Association and except discreet signs to provide property identification or advertising the property for sale.

4. All property owners will pay a yearly assessment to the Greene Acres Property Owners' Association to be used as deemed necessary by the Trustees of the Association for the operation, maintenance, and continued welfare of the Subdivision. The amount for the year 1981 shall be thirty-five dollars (\$35.00) per lot, and thereafter shall be determined as provided in the Bylaws of the Association, provided that the assessment shall not be increased or decreased by more than ten percent (10%) from that for the preceding year. The Association shall have the right to collect all delinquent assessments with interest at the judgment rate from the due date, collection costs and attorney fees in collecting the same. Any unpaid assessments after the due date shall constitute a lien on that lot for a maximum of one (1) year after filing of the lien and shall be a lien thereafter only if reduced to a judgment by the Association. The right to collect any existing amount due shall inure to the Association. A late charge as defined by GAPOA Rules and Regulations will be assigned to each lot for payments not received within sixty (60) days of the due date of such yearly assessments. (Reference Code of VA §55-513.3)

5. No lot or tract may be subdivided without consent in writing from the Association.

6. No building shall be constructed closer than thirty (30) feet from the easement line of any roadway.

7. All drainage fields, septic tanks, cesspools, wells, or cisterns must be approved by the Virginia State Health Department.

8. The Association reserves exclusively unto themselves, or assigns, the right to erect and maintain electric and telephone poles or facilities, conduits, equipment, sewer, gas, or water lines along existing roadways and rights-of-way or to grant easements or rights-of-way therefore, with the right of ingress and egress for the purpose of erection or maintenance on, over, or under a strip of land five (5) feet wide at any point along the side, rear, or front easement lines of any lots or tracts upon said property.
9. Only lots not designated on the plat of Greene Acres as "Building Lots" (with a circled "B") may be used for camping. Camping shall be confined to the wooded portion of the lot. For this purpose, camping is defined as the presence on the lot of a temporary shelter, which may be a tent, a camping trailer, or a vehicle. House trailers or mobile homes shall not be allowed except as permanent dwellings approved prior to 1978. Approval of the Safety and Services Committee of the Association shall be required for each separate camping period of more than fourteen (14) consecutive days.
10. The SHENANDOAH NATIONAL PARK, being a Federal recreation area and wildlife preserve, is for the use and enjoyment of property owners. However, such use is specifically regulated by the Code of Federal Regulations, Title 36, and Chapter 1, which is hereby incorporated by reference as an additional deed covenant.
11. All facilities shaded on the plats, including lakes, parking areas, picnic areas, rest room facilities, and springs become the property of the several purchasers who, upon execution of the contract, become owners of equal, undivided interests thereof. However, the Association shall have the exclusive right to maintain all facilities on the jointly owned premises and the exclusive right to make rules and regulations governing the use, operation, maintenance, and appearance of said premises.
12. No part of any lot may be sold or used as a road or right-of-way to any property outside of the Subdivision. This restriction shall not apply to any lot owned by the Association or to any road constructed by the Association.
13. The right-of-way easements along certain back lines (as shown on the plat) are easements for access to and from the Greene Acres Lake. The easements may be used only by owners of property through which the easement runs, or owners adjacent thereto, but cannot be used for any other purpose than access and egress from the owners' property to the lake.
14. No gasoline engines or motors are allowed on Greene Acres Lake.
15. All roads and facilities are private and are for the use and enjoyment of the property owners and their guests only.
16. In the interest of tranquility and general safety to the members of the Subdivision, no gun shooting or operation of excessively noisy vehicles or excessively noisy activities or operation of any vehicle in a reckless or hazardous manner shall be permitted within the Subdivision. In addition, in the interest of general safety, reckless or hazardous burning shall not be permitted in the Subdivision.
17. Each purchaser agrees to maintain his property either in its natural state, or if improved or developed, in that state and to prevent unsightly or otherwise offensive conditions. Specifically:
- A) There shall be no complete clear cutting of lots. Owners of lakefront or property with streams will make every effort to preserve trees and other vegetation that serve to hold the bank intact and prevent silt runoff into the lake.
 - B) Inoperative or junk vehicles shall not be permitted to be parked on any road or lot in such a manner as to be visible from any neighboring lots or users of any road.
 - C) Debris from clearing of lots shall be buried or hauled away
 - D) Excessive accumulations of trash must be hauled away.
 - E) Building materials shall not be stored on a lot except during construction of a building unless stored out of view from the road, lake, or other properties.
18. The Association shall have a reasonable period of time to investigate any alleged violation of the Covenants and to take whatever action deemed necessary to remedy the situation. If the Association fails to take action in a written

complaint within sixty (60) days of such written notice, any property owner may bring an action at law or in equity to eliminate the alleged violation and if such action is successfully prosecuted and a court of competent jurisdiction determines that a violation has occurred, the property owner shall be reimbursed by the Association for his reasonable costs and attorney's fees in prosecuting the same. Any failure to act on a violation of a covenant by the Association or any lot owner shall not be deemed a waiver or release of the same. In all cases, if a court of competent jurisdiction determines that a violation has occurred, the violating owner shall reimburse the Association for its reasonable expenses but not limited to, reasonable attorney's fees and costs. The Association shall have the authority to impose charges for violations of the, Protective Covenants, By-Laws and Rules and Regulations. (Reference Code of VA §55-509.3)

19. Invalidation of any one of these covenants by judgment of court order shall in no ways affect any of the other provisions which shall remain in full order and effect.

20. All Covenants contained in the Protective Deed Covenants, including "amendments thereto, may be subsequently amended by the Association. The Association, its successors, and assigns shall have the exclusive right to amend, modify, and supplement said Protective Covenants.

21. Each lot upon which a dwelling has been erected shall have a constant water supply and a sewage disposal system servicing said dwelling by 1987.

22. No owner shall rent a dwelling unless that owner has owned that dwelling for at least two (2) years. The Association has the authority to levy a fee on the owner of each rental property. Any property that becomes a new rental after January 1, 2016, must be to the same tenant for not less than thirty (30) consecutive days. The Association may require the lot owner to provide the Association with a copy of any (i) lease with a tenant or (ii) association document completed by the lot owner or representative that discloses the names and contact information of the tenant and occupants under such lease. The Association shall require the lot owner to provide the Association with the tenant's acknowledgement of and consent to any rules and regulations of the Association. (Reference Code of VA §55-509.3:1)

Deborah C. Turck 11-18-15
DEBORAH C. TURCK
TREASURER- GAPOA

Commonwealth of Virginia, County of Greene

The foregoing was acknowledged by Deborah C. Turck, this the 18th day of November, 2015.

Susan E. Berry Dep. Clerk
Susan E. Berry
Deputy Clerk
Greene County Circuit Court

INSTRUMENT #1502559
RECORDED IN THE CLERK'S OFFICE OF
GREENE ON
NOVEMBER 18, 2015 AT 02:42PM
Susan E. Berry Dep.
BRENDA M. COMPTON, CLERK
RECORDED BY: SEB