

BK 1458PG841
04-08095

DECLARATION OF PROTECTIVE PROVISIONS
FOR SUGARTREE MANOR

THIS DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS
AND CONDITIONS, made this 13 day of September, 2004, by BOBBY C.
TAYLOR, KENNETH O. SCRUGGS and SHERRY K. SCRUGGS.

WITNESSETH

WHEREAS, Bobby C. Taylor, Kenneth O. Scruggs and Sherry K. Scruggs, are the
fee simple owners of those certain lots or parcels of land lying in Pittsylvania County,
Virginia, and more particularly described as follows:

Lots Nos. 1 through 18, inclusive, as shown on Survey For "Phase 1
Sugartree Manor", dated March 11, 2003, last revised July 22, 2004, by
Philip W. Nestor, LS, recorded in the Clerk's Office of the Circuit Court of
Pittsylvania County, Virginia, in Map Book 43, pages 376A, 376B, 376C &
376D.

1. All of the aforesaid lots (the "Property") as shown upon the subdivision map of
Sugartree Manor, recorded in the Clerk's Office of the Circuit Court of Pittsylvania County,
Virginia in Map Book 43, pages 376A, 376B, ^{376C & 376D} shall be used exclusively for single-family
residential purposes. There shall not be erected upon the property any commercial,
manufacturing, municipal building, public establishment, apartment, multi-family dwelling,
school or sanitarium of any kind, and neither shall any building or rooms thereof be used for
any such purpose including limited incidental use for home-business (beauty shop, etc.) or
professional use. No outdoor signs of any type shall be displayed to public view on any
property for business, home-trade or professional purposes.

2. In the event any person should acquire more than one lot in the Sugartree Manor
Subdivision and such lots are adjacent one to the other, that person may combine such lots
into a single building unit on which a single residence may be constructed; but under no

*This Document
Prepared By:*

*Henry A. Davis, Jr.
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P. O. Box 327
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circumstances shall any lot as shown upon the subdivision map of Sugartree Manor be divided into more than one building unit, nor shall more than one residence be constructed upon such lot. However, a lot may be subdivided if each part of the subdivided lot is consolidated with the adjacent lot and not more than one residence is constructed upon the consolidated lot.

3. Any one-story dwelling constructed upon any lot in the Sugartree Manor Subdivision shall have a minimum of 1,800 square feet of heated living space on the first floor. All other dwellings, including but not limited to, two-story dwellings, split-levels, split-foyers, tri-levels and Cap Cods, constructed upon any lot in the Sugartree Manor Subdivision shall have a minimum of 2,000 square feet of heated living space. Open porches, garages, decks, carports and basements, finished or unfinished, shall not be counted in determining the square footage of a dwelling. Each dwelling must have constructed with it at least a two-car garage, attached or unattached, constructed in the same building style and materials as the main dwelling and no more than one additional (second) outbuilding shall be constructed on the site and it shall be built in the same building style and materials as the main dwelling.

4. No house, or any portion thereof shall be erected within fifteen (15) feet of any side lot line. In addition, all houses built within the Sugartree Manor Subdivision shall face the street on which the respective lot fronts, and no house, or portion thereof, shall be erected within fifty (50) feet of the front property line. Unless on a cul-de-sac which setback line shall be thirty five (35) feet.

5. No structure of a temporary character or trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence, either temporarily or permanently; it being the express intention of this paragraph to provide that

only the main dwelling structure and no other building of any nature shall be used as a residence for any length of time.

6. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for commercial purposes. No owner of any dog shall permit such dog to run at large within the Property at any time. For the purpose of this restriction, "at-large" or "running at large" shall mean to roam, loiter, walk, run or be off the lot or lots of the owner, without being physically carried or held by lease or chain by a person thoroughly capable physically and mentally of controlling the dog. No owner shall keep or harbor a vicious dog within the Property at any time. No person shall keep a noisy dog within the Property and for the purpose of this restriction "a noisy dog" shall mean one that has, by loud, frequent or habitual barking, howling or crying, caused annoyance and disturbed the peace and quiet of the subdivision or more than one owner therein. Kennels and fencing for kennels must be screened with shrubs or other plantings to reasonably obscure public view of such structures.

7. Each lot owner shall keep his entire lot clean, orderly and attractive. No refuse, underbrush or unsightly growths of grass or weeds shall be allowed on any lot. Each owner shall maintain his lot to prevent an accumulation of rubbish and unattractive growths of vegetation. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition out of public view.

8. No automobile shall be kept on the Property in public view unless the same carries a current state inspection certificate and such vehicle is operational and is being used by the residents of said lot. No other vehicles, included but not limited to, motorcycles, boats

or trailers, of any kind, shall be kept on the Property in public view. No tractor trailers (including cab and/or trailer) shall be kept on the Property in or out of public view. No vehicles, of any kind, trailers or boats may be parked on the streets adjoining the Property or on any streets within the Sugartree Manor Subdivision.

9. No dwelling or other approved buildings shall be erected exposing a concrete, stucco or cinderblock foundation. Each dwelling shall be finished to grade with brick, rock or other material. All chimneys must be of the same materials as the foundation and all swimming pools must be in ground, and furnace fuel tanks must be underground. All privacy fences must be constructed of materials that complement the dwelling and of materials designed for lawn fencing. Each house must exhibit quality of workmanship and materials to provide harmony with external design and landscaping with existing structures, and landscaping shall be designed to maintain erosion control and beautify the development with trees and accent edging maintaining the house plans and landscaping design thereof. The development will be monitored by the Declarant for a period of five (5) years from the date thereof.

10. Easements for the installation and maintenance of utilities, including but not limited to, gas, water, telephone cable television and sewer lines, are reserved over the front fifteen (15) feet of each lot by Declarant and its successors and assigns. This includes the right of ingress and egress upon the Property for the placement, repair and maintenance of the utility facilities. No structure shall be placed or permitted to remain within the easement area which may damage or interfere with the installation or maintenance of utility facilities. This does not prevent any owner from constructing a driveway over the easement area, or a portion thereof.

11. All lines or wires for telephone, power, cable television or other utilities shall

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be placed underground and no such wires shall show on the exterior of any building. No clothes-line, outside television or radio antenna, or satellite dish shall be in public view. No street light or yard light shall be installed on a telephone or light pole upon any lot. Any such light may be installed on a decorative pole of sightly appearance in keeping with the neighborhood.

12. In order to insure to the purchasers of lots in the Sugartree Manor Subdivision, that the homes built therein shall meet the architectural standards for such subdivision, the plans for any proposed home or appurtenant buildings must be submitted to and approved by the Architectural Committee designated by Declarant.

The Architectural Committee may from time to time issue written regulations, criteria and guidelines. The Architectural Committee shall review all plans as to the quality of workmanship and materials, harmony of external design with existing structures and as to the location with respect to topography and finish grade elevations. The initial members of the Architectural Committee shall be Bobby C. Taylor, Kenneth O. Scruggs and Sherry K. Scruggs. Declarant shall have the right to designate replacements from time to time to members of the Architectural Committee; provided, however, that Declarant may at its option, at any time in the future, turn over the selection of the Architectural Committee to the lot owners in Sugartree Manor or to a homeowner's association or similar entity representing the lot owners. The Architectural Committee shall be dissolved upon the later event of ten years from the date hereof or the construction of residences upon 90% of the lots in Phase 1 Sugartree Manor.

13. All driveways and turnaround areas must be paved or sealed with asphalt concrete or similar materials. Completion of the driveway or turnaround areas must be completed before dwelling is occupied, or one year after the building permit is obtained for construction, whichever occurs first. All mailboxes must be of a collapsible material

meeting VDOT requirements.

14. The covenants and restrictions contained herein shall run with the land and shall be binding on all parties and all persons who are successors in title to the property for a period of fifty (50) years from the date hereof, and upon the expiration of such period, such covenants and restrictions shall be renewed automatically for three successive periods of ten (10) years each, unless there is recorded an instrument executed by a majority of the owners of the lots affected by the covenants herein contained, which sets forth an agreement to terminate or modify such covenants.

15. Enforcement shall be by proceedings at law or in equity brought by any person owning any other property subject to these restrictions against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

16. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect. Failure by any person to take action against any ongoing violation of any of these covenants shall not be construed a waiver of any rights of enforcement thereof and shall not prevent the enforcement of such covenant or covenants in the future.

17. Notwithstanding the foregoing, Declarant, its successors and assigns, hereby reserves the following:

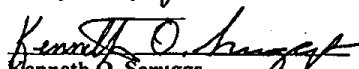
(a) To develop other property adjoining the Property covered by this Declaration as Declarant shall determine in its sole discretion, whether for single-family residential use, multi-family residential use or any other uses. It is hereby expressly set forth that these covenants, conditions and restrictions shall be applicable only to the lots set forth herein and

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shall in no way affect, whether affirmatively or negatively by common claim of ownership, scheme or reciprocal negative easements, any other property of Declarant adjoining the Property or located in close proximity to the Property, whether now owned or hereafter acquired.

(b) To waive, modify or release in writing these protective provisions, in whole or in part, at any time, provided such waiver, modification or release shall be agreed to in writing by the owners of a majority of the lots constituting the Property.


Bobby C. Taylor


Kenneth O. Scruggs

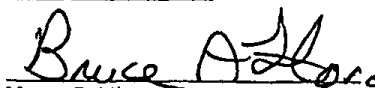

Sherry K. Scruggs

STATE OF VIRGINIA

AT LARGE, TO-WIT: COUNTY OF PITTSYLVANIA

The foregoing instrument was acknowledged before me this 1st day of September 2004, by **BOBBY C. TAYLOR, KENNETH O. SCRUGGS and SHERRY K. SCRUGGS.**

My Commission expires 9/30/05


Notary Public

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INSTRUMENT #040008095
RECORDED IN THE CLERK'S OFFICE OF
PITTSYLVANIA COUNTY ON
SEPTEMBER 17, 2004 AT 01:11PM
H. F. HAYFLORE, CLERK

RECORDED BY: GBA