

H. Victor M... ..

135

THIS DECLARATION OF COVENANTS, RESTRICTIONS, CONDITIONS AND EASEMENTS, made and declared this 2 day of November, 1975, by Richardson Corporation of Greensboro, acting by and through its duly authorized corporate officers (hereinafter called the Corporation).

WITNESSETH: That whereas the Corporation did acquire title to a certain parcel of real estate in Westover Magisterial District of Pittsylvania County, Virginia, by deed dated April 9, 1975, recorded in Deed Book 605 page 386 of the Clerk's Office of the Circuit Court of Pittsylvania County; and

WHEREAS, the Corporation did cause a portion of said real estate to be divided into acreage tracts, roads, ponds and common areas, all of which are shown on a plat of survey entitled Section 1 Lost Corner, dated October 16, 1975, recorded in said Clerk's Office in Map Book 19 page 56; and

See Map Book
No. 19 Page 56

WHEREAS, the Corporation desires to impress certain covenants, restrictions and conditions thereon, in order, by an orderly and planned development concept, to preserve and enhance the natural, rural and rustic character of the real estate, maintaining the land and existing improvements in close harmony with conditions existing as of the date hereof.

NOW THEREFORE WITNESSETH THAT:

Parcels or lots number one through twenty, inclusive, the common areas, roads, cul-de-sacs, ponds, dams, monuments, and all natural and artificial monuments, boundaries, as shown on the aforesaid plat of survey by E. Stokes Daniels, Jr., dated October 16, 1975, of Section 1 of Lost Corner, be and they are hereby impressed with the following covenants, restrictions and conditions, which shall run with the land, and shall be binding thereon for each sale or conveyance thereof, regardless of whether the same be specifically set forth in any future deed.

3.4

1. No tract or parcel of land (except common use areas as defined and indicated on the aforesaid plat or revisions thereof) shall be cut off, platted, sold or divided in such way as to contain less than 5 acres of area.

2. No tract or parcel (except common areas) shall be re-subdivided or replatted except where the original sale or purchase from the Corporation shall embrace two or more contiguous 5 acre or more parcels. The owner may sell off or re-subdivide to another owner all or part thereof, provided that no such sale or conveyance shall under any circumstances constitute or result in a new parcel or lot of less than 5 acres. No combination of sale or other transfer of ownership shall occur to allow any owner to own less than 5 contiguous acres.

3. Improvements erected or constructed on said property shall be limited to single family residential, with appropriate outbuildings and appurtenances compatible with the primary structure and compatible with the overall purpose and concept heretofore stated, and subject to the approval of the Architectural Control Committee as hereafter set forth.

4. No mobile homes or house trailers shall be used, kept or parked on any tract or parcel or on any common area or common right of way, temporarily or otherwise. Provided, however, that this restriction shall not prohibit the temporary use of a mobile camping trailer, van or camper truck body being utilized by the property owner, provided the same does not remain on the premises continually or serve as regular living quarters. The Landowners' Association may adopt reasonable rules and regulations respecting the keeping of such temporary vehicles on the premises, and a finding by the said Association of unreasonable duration shall be conclusive and binding upon the owners or occupants of any parcel and subject to enforcement and injunctive remedies.

135
5. No improvements shall be erected or constructed on any tract or parcel closer than 50 feet from any common road or right of way, nor closer than 30 feet from any property line. This provision may be waived by the Architectural Control Committee of the Landowners' Association if strict compliance would unduly restrict the use of any parcel or otherwise work a hardship on the owner.

6. No commercial or mercantile business enterprise or manufacturing activity of any kind shall be carried on on any parcel or tract of land or on any common area or right of way, lake or pond, be it temporary or otherwise. This shall not be construed to prohibit light snack and refreshment sales by the Landowners' Association, in keeping with the basic concept, nor shall it prevent the usual and ordinary practice of agricultural activities and sale of crops or other products of the land and fields.

7. In keeping with the natural, rustic and rural development concept of the area, all roads and streets will be laid out, graded and covered with crushed stone or gravel to acceptable engineering practices and standards, and thereafter maintained by the Landowners' Association, and no public maintenance or construction will be requested or applied for. No paving, tar and gravel or surface treatment is contemplated, and in the event by future vote or decision, and after the period of effectiveness of these covenants as provided hereinafter, a request shall be made for the inclusion in, and maintenance by, the State Highway Department, or any agency or subdivision thereof, the roads and streets shall first be brought to a standard of quality required by the then existing rules and regulations of the State Highway Department, all at the expense of the lot owners, as determined by the Landowners' Association.

136
8. It is the further condition that public garbage collection and solid waste disposal services will not be provided by the Corporation, nor by any public authority, nor requested, and each lot owner or purchaser shall accept his deed or contract subject to this and all other provisions of these declarations.

9. All building plans for construction and erection of improvements must be submitted in advance to, and approved by, the Architectural Control Committee or similar body of a Landowners' Association prior to construction. Building plans shall include, but not by way of limitation, floor plan, site development and location of improvements, elevations, building material and finishes, and fences. Provided that no maximum or minimum limitation of size, square feet or cost may be imposed or used as a condition of approval or rejection of building plans.

10. No illegal or nuisance activity shall be conducted or suffered on any tract or parcel, common area, pond, or roadway, and no activity involving excessive noise or smoke shall be allowed thereon. Nothing herein shall prohibit the keeping or harboring of horses, livestock, pets or other domestic animals compatible with the concept and not primarily kept, harbored or raised as a commercial or pecuniary operation. However, if by vote of the Landowners' Association the keeping of any type of livestock shall be deemed a health or social detriment to any other lot or lots, the same shall be discontinued.

11. No commercial logging or timbering shall be conducted or allowed. Tree cutting or removal shall be conducted in such way as not to cause or create erosion conditions.

12. The roadways, cul-de-sacs, and common areas shall be reserved for ownership by the Landowners' Association, subject to the full, free and unobstructed use thereof by all property owners, their invitees, business visitors and guests.

137
13. TRACTS or PARCELS number FOUR, TWENTY, EIGHT, NINE, TEN, ELEVEN, and SEVEN are impressed with an EASEMENT for IMPOUNDMENT of water and FLOWAGE to the contour elevation as shown on the plat, and with the further easement for occasional, rare flowage and temporary impoundment above said elevation if caused by excessive rains, water runoff or overflow stoppage, and the further EASEMENT of ingress and egress by the Corporation, its assigns or agents, for the construction, installation, maintenance, repair and replacement of any dam, spillway, pipe, culvert, valve or other component or facility for the safe and continued existence of the pond and impounded water, or the removal of any obstruction or debris in or about the same which might adversely affect the same. No easements shall exist across any tract other than common areas, by virtue hereof, except for purposes specified herein, and shall, when exercised, adhere to property lines as closely as feasible.

The impounded waters, as shown on said plat, are for the use and enjoyment of all owners of tracts or parcels, their families, invitees and guests. No gasoline powered motors shall be used thereon, and no sewage, waste water or debris shall be discharged or placed therein. No docks or piers shall be placed in or over the waters without prior approval of the Architectural Control Committee of the Landowners' Association.

14. Each covenant, restriction and condition hereinbefore imposed shall be considered separate, and the failure to enforce or a declaration of invalidity by any court of record of any one or more thereof shall not act to defeat the other such provisions, nor shall failure to enforce by appropriate remedy be deemed to be consent or sanction of any violation, threatened or alleged.

15. Any violation or threatened violation of the terms of this declaration may be enjoined or otherwise appropriately enforced,

138
at law or equity, by any property owner within the confines of the area originally platted as Section 1, or any additional section which might be made and platted contiguously thereto, so long as any additions and contiguous sections are impressed with similar covenants, restrictions and conditions, or by any combination of individual owners, the Landowners' Association, the Corporation or its successors in title or interest.

16. It is contemplated that all roads and streets, bike and walkways, common use areas and easements, shall be conveyed by the Corporation to a Landowners' Association which will be created for the purpose of carrying out the provisions hereof where specified and not delegated to individual lot owners. The said conveyance and future control thereof shall be subject to reasonable rules and regulations of and by the Landowners' Association, and will be subject to any reservations of rights or duties to and by the Corporation for services to be provided and necessary easements therefor.

17. Matters relating to fencing, gates, signs, use of trails, roads, ponds, easements and common areas shall be subject to such reasonable rules and regulations as may hereafter be adopted by the Landowners' Association, which, when adopted, shall be binding on all lots and areas until modified, repealed or waived.

18. Each covenant, restriction and condition of this declaration shall be and is hereby declared to be one running with the land until twenty (20) years from date of record hereof and thereafter automatically for successive periods of twenty (20) years each, unless by a three-fourths vote of the then platted lots it is agreed to modify or repeal, in whole or part, these declarations; and shall be binding on each parcel separately platted, sold, leased or exchanged, and on each common area of ground, lake, stream, roadway or other passageway, and shall apply

139
to each deed, sale or transfer of each parcel or portion thereof, whether or not stated or restated, in whole or part, in any deed, will, contract or document of sale.

19. The record owner or owners of any tract or parcel shall by virtue of said ownership become and be a member of the Landowners' Association and shall be entitled to all benefits thereof and subject to such reasonable rules and regulations as may be promulgated thereby. Any transfer of title shall carry said membership to the transferee and terminate the membership of the transferor, (except a transfer for purposes of security for a loan by trust or mortgage).

20. The Landowners' Association may fix, assess, levy and collect a fee or periodic charges against each tract or parcel for maintenance and operation of roads, common areas, ponds, dams or other facilities for the common use, however, such other facilities shall not be deemed to include swimming pools, tennis court, golf facilities or any similar projects, or any projects not in keeping with the concept of development at its inception. If any such facility be constructed, no fees or costs for maintenance, operation or construction shall be fixed, levied, assessed or collected against any tract or parcel. No lien shall exist against individual tracts for the said fees or charges, provided, however, that the Landowners' Association may by appropriate rules and regulations establish procedures for payment and collection thereof.

21. A written statement from the Landowners' Association shall be conclusive evidence of compliance and adherence with and to these declarations wherein the fact of compliance and adherence may be material.

WITNESS the following signatures and seal:

Richardson Corporation of Greensboro

BY Richard O. Avery
Vice President



Maxine A. Carter
Asst. Secy

STATE OF NORTH CAROLINA

COUNTY OF GUILFORD, to-wit:

The foregoing declaration was acknowledged before me
this 7th day of November, 1975, by Richard O. Avery,
Vice President, of Richardson Corporation of
Greensboro.

My commission expires February 19, 1980.

Russell E. Johnson
Notary Public
RUSSELL E. JOHNSON
NOTARY PUBLIC
GUILFORD COUNTY, N.C.
COMM. EXPIRES 2/19 1980

VIRGINIA: IN THE CLERK'S OFFICE OF THE CIRCUIT COURT FOR THE COUNTY OF PITTSYLVANIA, ON
THE 21st DAY OF November 1975 AT 4:50 P.M. THE FOREGOING writing
UPON ITS CERTIFICATE OF ACKNOWLEDGMENT WAS ADMITTED TO RECORD, TAX UNDER SECTION
58.54 (a), and (b), HAVING BEEN PAID IN THE AMOUNT OF \$ _____

TEST D. W. Swanson CLERK