

# Restrictive Covenants

BOOK 440 PAGE 736

66-88

This AGREEMENT, made and entered into this 12th day of January, 1988, by and between MANLEY C. FAUBER and LOUISE H. FAUBER, husband and wife, parties of the first part; H. RICHARD SKUTT and MARY S. SKUTT, husband and wife, parties of the second part; and WALLACE E. FOGO and M. DOROTHY, husband and wife, parties of the third part.

## W I T N E S S E T H

WHEREAS, the parties of the first part own a parcel of land containing approximately 108.97 acres, more or less ("PROPERTY") located on Route 705 in the South River Magisterial District of Rockbridge County, Virginia, the PROPERTY being the remaining portion of that tract of land conveyed unto the parties of the first part by Prentiss H. Womeldorf and Mary G. Womeldorf, husband and wife, by Deed dated March 20, 1963, and of record in the Clerk's Office of the Circuit Court of Rockbridge County, Virginia, in Deed Book 272, at Page 115; and

WHEREAS, the parties of the second part are contemporaneously with this agreement purchasing a 35.96 acre parcel of the PROPERTY and the parties of the third part are contemporaneously with this agreement purchasing a 11.12 acre parcel of the PROPERTY, these two parcels, together with the parcel retained by the parties of the first part are hereinafter referred to as the "PARCELS"; and

WHEREAS, all of the parties hereto agree that it would be mutually beneficial for the integrity and value of the PROPERTY if there were placed upon the PROPERTY covenants restricting the use which may be made of the same.

NOW THEREFORE, for and in consideration of the purchase of a portion of the PROPERTY by the parties of the second and third part, from the parties of the first part and the mutual covenants contained herein, the parties hereto agree as follows:

1. The PROPERTY shall be used for residential purposes only, except as herein provided, with no more than one single family dwelling constructed upon the PARCELS, except that the PARCELS may be subdivided into additional tracts, none of which shall be less than five (5) acres, with no more than one single family dwelling constructed upon each five (5) acre tract created by such a subdivision.

2. Only single family dwellings shall be constructed upon the PROPERTY. Except as provided herein, said dwellings shall have a minimum of 1600 square feet of floor space, exclusive of garages, porches, breezeways, patios, or outbuildings.

3. (a) No dwelling may be erected upon the PROPERTY with exterior walls consisting of or covered by exposed or painted

cinder block, asbestos sheet, shingle siding (unless such shingle siding is similar in appearance to natural wood), asphalt sheet, composition or artificial brick, or artificial stone siding or other such inferior exterior materials.

(b) Garages, barns and other auxiliary buildings shall be of qualified construction.

(c) No tents, campers, mobile homes, or vehicles designed for mobile living may be used as either temporary or permanent living or working space upon the PROPERTY except during the period (not to exceed 365 days) when a dwelling or auxiliary building is under construction.

(d) Foundations, other than natural stone, which do not conform to the type of exterior wall surface of the dwelling shall not be exposed in excess of three (3) feet above ground level.

4. No commercial operations of whatever type shall be conducted upon the PROPERTY, except for the purchase and sale of horses, cattle and sheep grazed on the PARCELS by the owner thereof as long as this activity is incidental to the residential nature of the PARCELS and does not become the primary purpose for which the PARCELS are owned.

5. No structure, use or condition shall be permitted upon the PROPERTY which might constitute a nuisance to the neighborhood. No unlicensed motor vehicles, motor vehicle bodies or parts shall be exposed to view.

6. The PROPERTY and the PARCELS thereof are taken subject to a Road Maintenance Agreement dated January 12, 1988, entered into between the parties and incorporated herein by reference. The above Road Maintenance Agreement is of record in the Clerk's Office of the Circuit Court of Rockbridge County immediately preceding this Agreement.

7. The PROPERTY, the PARCELS thereof and each five (5) acre tract subdivided from the same shall be subject to reservations for utility lines under and across strips of land ten (10) feet in width along the side lines and along the rear line of each lot for the installation and maintenance of any utility line for the benefit of any other PROPERTY of the Grantor. Following any such installation or maintenance operation, the surface of the ground shall be restored as nearly as possible to its previous condition by the individual or individuals for whose benefit such operation may have been performed.

8. Domestic animals such as dogs and cats shall be restrained to each of the PARCELS and shall not be allowed to roam and trespass upon any other part of the PROPERTY.

9. The parties hereto agree that all utility lines including but not limited to telephone and electric must be installed underground except when they can follow the tree-line or it is cost prohibited. Cost prohibitive is defined herein as being in excess of \$5.00 per foot for underground installation. It is the parties intention not to have utility lines visible in the open parcels or clearing so as to protect the natural beauty and integrity of the property.

10. These Restrictive Covenants apply not only to the parties hereto but to their successors and assigns as well as to any subdivided five (5) acre tract.

11. These restrictions and obligations may be enforced by any party hereto their successors and assigns.

12. The parties of the first part covenant and agree that any conveyances of the remaining PROPERTY owned by them, shall be subject to these Restrictive Covenants.

Manley C. Fauber (SEAL)  
MANLEY C. FAUBER

Louise H. Fauber (SEAL)  
LOUISE H. FAUBER

H. Richard Skutt (SEAL)  
H. RICHARD SKUTT

Mary S. Skutt (SEAL)  
MARY S. SKUTT

Wallace E. Fogo (SEAL)  
WALLACE E. FOGO

M. Dorothy Fogo (SEAL)  
M. DOROTHY FOGO

STATE OF VIRGINIA  
AT LARGE, TO-WIT:

The foregoing instrument was acknowledged before me this  
12th day of January, 1988, by MANLEY C. FAUBER and  
LOUISE H. FAUBER, in the City/County of Leopold,  
Virginia.

My commission expires 3-14-89.

Dianna M. DeHart

Notary Public

STATE OF VIRGINIA  
AT LARGE, TO-WIT:

The foregoing instrument was acknowledged before me this  
12th day of January, 1988, by H. RICHARD SKUTT and MARY  
S. SKUTT, in the City/County of Leopold, Virginia.

My commission expires 3-14-89.

Dianna M. DeHart

Notary Public

STATE OF VIRGINIA  
AT LARGE, TO-WIT:

The foregoing instrument was acknowledged before me this  
12th day of January, 1988, by WALLACE E. FOGO and M.  
DOROTHY FOGO, in the City/County of Leopold,  
Virginia.

My commission expires 3-14-89.

Dianna M. DeHart

Notary Public

VIRGINIA: IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF  
ROCKBRIDGE COUNTY

The foregoing instrument of writing was presented in this office,  
and with the certificate(s) of acknowledgment(s) thereto annexed,  
is admitted to record at 2:53 o'clock PM  
on the 12th day of January, 1988.

State Tax \$00.15 County Tax \$00.05 City Tax \$      

I certify that the fees imposed by Section 36-54.1 of the Code of  
Virginia, when applicable, have been paid in the amount of  
      

ATTEST:

Bruce Patterson

CLERK