

Whiteaker

SUNSET FARMS
COVENANTS, RESTRICTIONS

Dated: October 1, 1988

Douglas G. Roper and Jean B. Roper, the sole owners and developers, also known as declarants, of said property known as Sunset Farms Subdivision, as shown on plat thereof made by J. Douglas Dorsey, C.L.S., Surveyor, dated September 18, 1988, a copy of which is recorded in the Clerk's office of the Circuit Court of Rockbridge County, Virginia, in Plat Cabinet 1, Slide 299, et seq., do hereby dedicate to the owners of the lots as shown on the aforesaid plat and their successors in interest, grantees and assigns, a non-exclusive easement of ingress and egress over, across and upon all of the streets and roadways shown on said plat. The said streets and roadways are further dedicated for the laying of utility mains, such as, but not necessarily limited to, water, sewer, gas and storm sewer pipes, and also, but not necessarily limited to, the use of the installation of electric and telephone systems, TV and transmission cables.

The owners and developers of Sunset Farms do hereby impose upon each and all of the said lots shown on the aforesaid plat constituting Sunset Farms, the following covenants and restrictions governing the use of said lots, which covenants are declared to be and shall be construed as covenants running with the land and enforceable against the present owner of said lots and its successors in interest, grantees and assigns, both at law and in equity; and it shall not be necessary to set forth these restrictions verbatim in deeds conveying said lots, as reference to the said plat and to this writing in any deed shall be sufficient notice of the said covenants and restrictions to any and all persons who may become owners of said lots.

1. Land Use and Building Type: No more than one detached, single-family dwelling shall be erected on any lot. No dwelling house shall be erected with

a ground floor area of less than nine hundred (900) square feet, excluding carport, screened porch and garage; provided, however, if the dwelling house is an A-frame or two-story building, the first floor must not have less than eight hundred (800) square feet of living area.

No dwelling may be erected upon any lot with exterior walls consisting of or covered by exposed or painted cinder block, asbestos sheet or shingle siding, asphalt sheet or shingle siding, composition or artificial brick or artificial stone siding or other inferior exterior materials.

Exterior walls of garages, barns and other auxiliary buildings shall be constructed according to the same standards.

Foundations, other than natural stone or brick, 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.

No commercial operations will be conducted on any lot except for the purchase and sale of horses, cattle and sheep grazed on the property by the owner thereof.

No buildings, ponds, towers or any other exterior structures or improvements shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been filed with and approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of exterior design with existing structures, and as to location with respect to topography and finish grade elevation. Chain link fences are expressly prohibited, and no other type of fence or wall shall be erected, placed or altered on any lot within the setback lines unless approved by the Architectural Control Committee.

The Architectural Control Committee is composed of the following three persons: Douglas G. Roper, Thomas C. Spencer and James A. Tilson. A

majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this Covenant. At any time, the then recorded owners of eighty per cent (80%) of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee, or to withdraw from the Committee or restore to it any of its powers and duties.

The Committee's approval or disapproval as required in these Covenants shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction or alteration has been commenced prior to the completion of said construction or alteration, after notice in writing thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. Upon approval of the plans and specifications and commencement of construction, all work must be concluded in conformity with the approved plans within three hundred sixty-five (365) calendar days from the date of approval by the Architectural Control Committee.

2. Utility and Drainage Easements: Sunset Farms reserves in perpetuity for itself, its successors in interest, grantees and assigns, all easements as shown on the aforesaid plat of Sunset Farms, and easements fifteen (15) feet in width along each front and sidelines of all lots as shown on the said plat, and reserves the right to lay, operate and maintain water, gas and sewer mains and surface drainage as well as the right to construct, operate and maintain electric, telephone and cable systems within said easements, but nothing herein shall be construed as to impose on Sunset Farms the duty to

install, operate and maintain such mains, drains and lines. No structure is to be built on any part of said easement.

The easement area on each lot and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible.

Although it is intended that the easements created and reserved under the provisions of this paragraph shall apply to the lots as originally platted, it is understood that in the event of the rearrangement of any such lots, or in the event a building site consists of more than one lot, the easements so created and reserved shall be along the front and side of the lot or lots so established.

A separate, recorded deed and plat indicating the location of power line easements is recorded in the Clerk's office in Deed Book 450 at Page 45.

3. Nuisances: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done therein which may be or become an annoyance or nuisance to the neighborhood. No trash or garbage shall be permitted to be burned on any lot. No trucks or heavy equipment shall be permitted to be parked on the street of Sunset Farms, or in the driveway of any lot except that each homeowner shall be allowed to park pick-up trucks on said street and in driveways. No unlicensed or inoperable vehicle shall be parked on said streets or lots. Unoccupied travel trailers and horse trailers may be parked only on the interior of the lots, not within the setback lines.

4. Upkeep: Owners of lots in said subdivision, whether said lots be built on or not, shall keep their lots free of garbage, trash and unsightly debris and litter.

5. Temporary Structure: No structure of a temporary character -- trailer, mobile home, basement, tent, shack, garage, barn or any other outbuilding

-- shall be used on any lot at any time as a residence, either temporarily or permanently, without written approval of the Developer/Association.

6. Livestock and Poultry: No swine, hogs or uncastrated mature male goats shall be kept upon the premises, and no commercial livestock or poultry project shall be maintained with said subdivision; nor shall any dog pens or other such projects involving the rearing, handling or care and maintenance of animals in numbers be conducted or maintained within this subdivision; nor shall any offensive trade or business which will depreciate the value of property or be an annoyance to occupants thereof be conducted or maintained within this subdivision.

7. Garbage and Refuse Disposal: 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 equipment for the storage or disposal of trash, garbage or other waste shall be kept in a clean and sanitary condition at all times.

8. Roads: The roads shown on the said plat shall be private roads dedicated to the owners of the lots in the subdivision, and the owners of each parcel shall have a right of way over the full length and width of said road for the purpose of ingress and egress and related utilities, which right of way shall be a privilege appurtenant to each lot.

9. Homeowners Association: There is hereby established the Sunset Farms Property Owners Association, whose principal objective shall be the maintenance and snow-clearing of the roads within Sunset Farms. Each owner automatically becomes a member of the Association and is entitled to vote at each meeting of the Association, the vote being limited to one vote per lot. Officers of the Association may be elected by a majority of the qualified votes represented at the initial meeting. Thereafter, bylaws and other rules and regulations shall be adopted by a majority of the votes. Declarants shall

maintain the roads in Sunset Farms for a period of one (1) year from the date of recording of the subdivision plat at no expense to the lot owners. Thereafter, and until all lots are sold, declarants shall participate in the maintenance of roads in Sunset Farms to the extent of their retained ownership of property in Sunset Farms; when all lots have been sold, declarants shall have no further responsibility unless and until they become again a lot owner. At the end of one year, the Homeowners Association will organize a street maintenance and snow clearing fund, and a fund for taxes will be established, and each lot owner is obligated to pay an annual assessment of no less than ONE HUNDRED FIFTY and NO/100 (\$150.00) DOLLARS per year per lot, on October 1 of each year, to meet these obligations. It shall be the obligation of the Association to maintain the roads in good condition. The annual assessment charged to the lot owners shall be used for that purpose, and to pay any applicable taxes on the dedicated area; the annual assessment shall be a lien against each lot paramount to all liens except for county real estate taxes and any bona fide first deed of trust purchase money loan or loans made to refinance existing purchase money loans, provided said loans are made by an authorized and licensed lending institution. Payment of such assessments shall also be a personal obligation of the lot owners, enforceable by actions at law. Any person obligated to pay the annual dues of the Association but who refuses to pay such dues shall, after receiving written notice of the amount due, be subject to proper legal proceeding at law or equity in the amount of his proper dues, together with interest at the legal rate of court costs and reasonable attorney's fees, which attorney's fees may exceed the amount of the claim. The Homeowners Association shall have the authority to regulate the annual assessment to meet present and future needs and purposes of the Association to maintain streets and roads, and to pay any applicable taxes or charges. Any judgement

obtained against said person may be a lien on his respective property from the date such judgement is docketed in the Circuit Court of Rockbridge County, Virginia.

For a period of one year, declarants shall maintain liability insurance coverage for their benefit as well as for the benefit of the land to be deeded to Sunset Farms Homeowners Association.

10. Term: These covenants are to run with the land, and shall be binding on all parties and all persons claiming title to any lot in said subdivision for a period of thirty (30) years from the date hereof, after which time these covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by two-thirds (2/3) of the then owners of the lots has been recorded, agreeing to change these covenants in whole or in part with the exception to restriction number 3, which shall be in perpetuity.

11. Amendment: At any time during the period of thirty (30) years from the date hereof, two-thirds (2/3) of the ten recorded owners of the lots shall have the power to amend, in any manner, these covenants by duly recorded instrument in writing; provided, however, Sunset Farms Homeowners Association reserves the right to grant by appropriate written instrument, exceptions to the restrictive covenants herein contained when the topography of any particular lot indicates the need therefore.

12. Invalidation: Invalidation of any one of the covenants contained herein by judgement or court order shall in no way effect any of the other provisions but shall remain in full force and effect.

13. Setback: No residence or other structure shall be constructed closer than fifty (50) feet to the nearest right of way of any road shown upon the plat; nor shall any building be constructed closer than thirty-five (35) feet from any interior property line. A single property owner may purchase two

(2) or more adjoining lots and convert to a single lot with appropriate setbacks defined as stated herein. Thereafter, for all purposes the lot so created shall be treated as a single lot, dissolving interior lines, and the owner shall be entitled to vote and be assisted as a single lot owner. Said conversion may not be reversed.

WITNESS the following signatures and seals:

SUNSET FARMS

By: [Signature] (SEAL)
Douglas G. Roper, Owner

By: [Signature] (SEAL)
Jean B. Roper, Owner

STATE OF VIRGINIA
CITY/COUNTY OF Lexington, To-Wit:

The foregoing instrument was acknowledged before me this 9th day of January, 1988, by DOUGLAS G. ROPER and JEAN B. ROPER, Owners of Sunset Farms.

My commission expires: July 31, 1989.

[Signature]
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 11:39 o'clock (AM-PM) on the 10th day of January, 1989

State Tax \$..... County Tax \$..... City Tax \$.....

I certify that taxes imposed by Section 58-54.1 of the Code of Virginia, when applicable, have been paid in the amount of \$.....

ATTEST: [Signature] CLERK