

**RESTRICTIVE COVENANTS FOR SUBDIVIDED LOTS OF 3.485 ACRE
PARCEL LOCATED ON VA SEC. RTE. 693**

- 1) All lots in the tract, except those otherwise designated on the survey plat, or hereinafter stated, shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling, however, a suitable utility building or vehicle garage shall be permitted. Vehicle garage or utility building may not exceed a two-car size or be in excess of one story.
- 2) Homes should be oriented to best take advantage of views and open space. Care must be taken to locate each structure, whenever possible, so as to not infringe upon view corridors of adjacent homes as well as the natural amenities of the area. The location and configuration of utility buildings and garages shall not unnecessarily block scenic views from existing or potential homes; or tend to dominate any structures or natural landscape in the area.
- 3) All residential buildings shall have at least 1,100 square feet of total livable space and no less than 900 square feet on the main floor unless otherwise specified, exclusive of porches, patios, basements and garages.
- 4) No structure of temporary character—trailer, mobile home, camper, recreational vehicle, basement (unless basement is part of the house erected at the same time), tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporary or permanently, unless expressly agreed to in writing by seller, with this exception: On any lot where a house is

under construction, a camper or recreational vehicle will be permitted for no more than one year.

- 5) All building materials used in the construction of any structure will be of quality grade. No block to show above ground. Foundation block must be stuccoed. No block houses permitted.
- 6) No outside toilet or privy shall be constructed or used on any lot, except a port-a-john while home is under construction.
- 7) Fencing that is of a solid type that cannot be seen through shall only be erected rearward of the home and not extend beyond the perimeter (sides) of the home. No hedgerow, tree, planting, wall, fence or other structure shall be planted, erected, located or maintained upon any lot in such location or in such height as to unreasonably obstruct neighbor's view or detract from the scenic value and quality of the area.
- 8) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets, provided they are not kept, bred, or maintained for commercial purposes.
- 9) No obnoxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. In the event any lot owner or his family cause such a public disturbance or engage in public drunkenness, then the lot owner and his family shall automatically lose their right to use the recreational facilities and recreation area. A Board consisting of seventy (70%) of the New River Panorama Acres subdivision(s) landowners must approve the restoration of the said privileges.

Upon the sell or transfer of property owned by a person, said right to use the recreational facilities have been forfeited. The purchasers thereof must be approved by seventy (70%) percent of the said Board.

- 10) The owner of any lot shall have the right to use the recreation area and facilities of the adjacent island “A”—3.517 acres, the downstream 0.775 acre island, and a 0.446 acre tract between the Virginia State Park Trail and New River. These recreation areas are also shared by the New River Panorama Acres landowners and will be maintained by the New River Panorama Acres Homeowners’ Association. The owner of any lot will have the same rights and privileges as New River Panorama Acres landowners, specific to said properties defined in this paragraph. Lot owners shall be excluded from other recreational areas or facilities shared by New River Panorama Acres subdivision landowners, unless otherwise expressly stated herein.
- 11) The recreation facilities shall be limited to use only by the landowner and their immediate families. A landowner’s guest must be with said landowner when using recreation area and facilities or if said guest is visiting without landowner, said landowner must notify Homeowner’s Association.
- 12) Each lot owner shall be subject to an annual charge of \$100.00 for the maintenance of recreational facilities. If the current annual charge as ascertained by the Homeowners’ Association is less than \$100.00 per annum, then the lot owner shall pay the designated rate as set forth by the Homeowners’ Association. This charge shall be payable on the first day of January of each year hereafter to the New River Panorama Acres Homeowners’ Association. It is expressly agreed

that said charge shall constitute a lien on each lot. Each lot owner, from the time of acquiring title thereto shall be held to have covenanted and agreed to pay to the said Homeowners' Association all charges provided for in this paragraph. Said fee shall be subject to future revision by an established Homeowners' Association.

- 13) The collection or accumulation of trash, garbage, rubbish or weeds must be immediately removed from the premises and all the property must be kept in an orderly, sanitary condition at all times.
- 14) Property owners shall agree to seek the betterment of the scenic values of the development, including cooperation and the removal and/or trimming of trees and growth pertinent to the views of adjoining property owners.
- 15) These covenants and restrictions shall be binding upon all owners of lots, their heirs and assigns.
- 16) These restrictive covenants are to run with the land and shall be binding upon all of the parties and persons claiming under them until which time said restrictions shall be automatically extended for successive periods of ten (10) years each, unless it is agreed by the written consent of the owners of at least seventy-five percent (75%) of the lots covered by said restrictions to change the restrictions in whole or in part.
- 17) However, in the event that aforesaid restrictions would for any cause arising hereafter prove an undue hardship for landowner in the opinion of the developers or their heirs, then they or their heirs shall have the right to relieve any

part of the aforesaid property from the burden created by said undue hardship by written permission, if the burden wouldn't affect other landowners.

- 18) The invalidations of any one of these covenants or any part thereof by judgment or Court order shall in no way affect any of the other provisions which shall remain in full force and effect.

WITNESS the following signatures:

By: _____, Developer

J.C. Hendrix

By: _____, Developer

Justin Hendrix

Date: _____, 2006