

1811 THIS DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS
made this 8th day of May , 1972, by THE THIRTEEN EIGHTY
CORPORATION, a Virginia Corporation, herein referred to as
"Developer",

W I T N E S S E T H :

WHEREAS, Developer is the owner of certain real estate
near Barboursville, Barbour District, Orange County, Virginia upon
which it is developing a subdivision called "Hardwick Mountain"; and

WHEREAS, a portion of said real estate has been sub-
divided into numbered lots as shown on two plats of survey made
by Milton Terry Estes, C.L.S., one dated February 29, 1972 and the
other dated March 20, 1972, recorded in the Clerk's Office of
Orange County, Virginia in Map Book 3, pages 81 and
82; and

WHEREAS, Developer is about to sell and convey said lots
and before doing so desires to impose upon them mutual and bene-
ficial restrictions, covenants, conditions and charges, hereinafter
collectively referred to as "Restrictions" under a general plan or
scheme of improvement for the benefit and complement of all of the
lots in "Hardwick Mountain" subdivision.

NOW, THEREFORE, Developer hereby declares that all of
said lots are held and shall be held, conveyed, encumbered, leased,
rented, used, occupied and improved subject to the following re-
strictions, all of which are declared and agreed to be in further-
ance of a plan for the subdivision, improvement and sale of said
lots and are established and agreed upon for the purpose of en-
hancing and protecting the value, desirability and attractiveness
of the property:

1311-2

(a) The lots designated in the subdivision shall be used for single-family residential purposes only, and no business, trade, enterprise or commercial activity of any kind shall be conducted or carried on upon any lot or within any dwelling hereinafter erected thereon; provided, however, that such residential dwelling may be used for professional purposes.

(b) No more than one single-family residential dwelling of permanent-type construction shall be erected or maintained upon any lot described in the development plan; provided, however, that an owner may erect and maintain on such lot one or more accessory buildings, including but not limited to a private garage or storage shed, which accessory buildings shall conform in general appearance to that of the residential dwelling on the lot.

(c) No residence or accessory building shall be constructed and no major alteration to the exterior of the same shall be made until the exterior design of the same has been approved by the Developer or after establishment thereof, the Hardwick Mountain Property Owners Association (Association). The procedure for submitting plans for approval is as follows:

(i) Until establishment of the Association, plans shall be submitted to the Developer at P. O. Box 6, Orange, Virginia by certified mail. The Developer shall approve or disapprove said plans in writing within thirty days by notice to that effect sent by certified mail to the lot owner. If said plans are not disapproved within said thirty days from the date when said plans are mailed to the Developer, the said plans shall be conclusively presumed to be accepted.

1811-3

After establishment of the Association, plans shall be submitted to the Association by certified mail to an address to be designated. The Association shall approve or disapprove said plans in writing within thirty days by notice to that effect sent by certified mail to the lot owner. If said plans are not disapproved within said thirty days from the date when said plans are mailed to the Association, the said plans shall be conclusively presumed to be accepted.

(ii) If no legal action with respect to breach of this covenant shall have been commenced and no notice of lis pendens recorded in the Clerk's Office of Orange County within sixty days after completion of any residence, accessory building, or alteration to the same, it shall be conclusively presumed that there has been full compliance with this covenant.

(d) No structure of a temporary character, including but not limited to camping trailers, house trailers or tent, shall be used or permitted on any lot or any area at any time as a residence. No such structure shall be erected or placed on any lot except such structures customarily erected and connected with building operations and in such cases only for the period of such building operation.

(e) All structures, both dwelling and accessory buildings, shall be set back from roadway rights of way at least sixty (60) feet and from side property line at least twenty (20) feet and shall conform with the Orange County zoning ordinances as the same shall apply.

1811-4

(f) Easements for the installation, use and maintenance of utilities along all lot lines and within 15 feet thereof are hereby reserved to the Developer, its successors and assigns, including and reserving to the said Developer, its successors and assigns, the right of entry upon any lot to construct and maintain the utility services, improvements, pipes, poles, wires, etc. whether under or above ground, as more particularly shown on the plats of survey of the subdivision. Drainage easements are reserved as shown on the plat of survey of the subdivision.

(g) The owners of occupied or unoccupied lots shall at all times keep and maintain their property in an orderly manner to prevent and eliminate any accumulation of any garbage, rubbish or debris on the premises.

(h) No hunting shall be permitted anywhere within the subdivision.

(i) No noxious, offensive or illegal activities shall be carried on on any lot nor shall anything be done on any lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood. The Hardwick Mountain Property Owners Association, when established, shall have the power to make and enforce reasonable regulations within the subdivision.

(j) A lot designated on the recorded plat of subdivision shall not be further subdivided, unless approved by Developer or after establishment thereof the Hardwick Mountain Property Owners Association. In no case shall a dwelling be erected on a lot unless the same contains more than three (3) acres.

(k) No lot or any part thereof shall be used as a road or right of way to any property outside the subdivision; provided, however, that this restriction shall not apply to property owned by the Developer.

(l) Rights of property owners to use in common with others the roadways, utility connections and other services and common facilities within the development area shall be dependent upon the payment annually by each lot owner of such assessments as may be required to prorate the expenses of providing and maintaining the aforesaid services and facilities proportionately among the lot owners. Such assessments shall be imposed by the Hardwick Mountain Property Owners Association in an amount determined by it, but not less than \$50.00 per year.

(m) The Hardwick Mountain Property Owners Association shall be organized at the time twenty-five lots as shown on the recorded plat of subdivision have been sold and conveyed by the Developer, but not later than April 1, 1973. Developer, at its expense, will cause to be organized a Virginia non-stock (membership) corporation in which each lot owner will be issued a certificate of membership and will be required to be and remain a member so long as he is a lot owner. The initial board of directors of the Association shall consist of five lot owners named by the Developer. Upon establishment of the Association, the Developer will transfer and convey to the Association, free and

1811-6

clear of all liens and encumbrances, title to all roadways in any section of the subdivision in which eighty per centum of the lots by number shall have been sold and conveyed by the Developer. Upon such conveyance the Association will assume liability and responsibility for the maintenance and repair of such roadways. The Developer, its successors and assigns, reserve the right to use any and all roadways within the development.

(n) Upon formation of the Hardwick Mountain Property Owners Association, it shall have all the rights granted to it by these restrictions and such other rights as may be assigned to it by the Developer, not inconsistent with these restrictions, such assignment to be made by instrument recorded in the Clerk's Office of Orange County, Virginia.

(o) Invalidation of any easement, covenant, restriction or assessment herein contained shall in no way affect the validity of the other provisions.

(p) The Developer, or the Hardwick Mountain Property Owners Association, when established, or any party to whose benefit these restrictions inure may proceed at law or in equity to prevent the occurrence, continuation or violation of any of these restrictions.

(q) The restrictions herein provided shall be in full force and effect until July 1, 1994 at which time said restrictions shall automatically be extended for successive periods of ten years, unless by approval of two-thirds of the then owners of the lots evidenced by recorded instrument it is agreed to change said covenants in whole or in part.

1811-7

IN WITNESS WHEREOF, The Thirteen Eighty Corporation has caused its name to be signed hereto by Donald R. Ober, its President, and its seal affixed hereto and attested by Mary Priest, its Secretary, the day and year first written above, all pursuant to resolution of the Board of Directors of the corporation, a true copy of which is attached hereto.

THE THIRTEEN EIGHTY CORPORATION

BY Donald R. Ober
President



ATTEST:

Mary Priest
Secretary

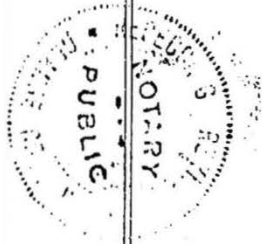
STATE OF VIRGINIA

County of Orange

The foregoing instrument was acknowledged before me this 8th day of May, 1972, by DONALD R. OBER, President, and attested by MARY PRIEST, Secretary, of The Thirteen Eighty Corporation, a Virginia corporation, on behalf of the corporation.

Rebecca G. Reynolds
Notary Public, County of Orange, Virginia

My commission expires 1-14-75



1811-8

The following is a true copy of a resolution adopted by the Board of Directors of The Thirteen Eighty Corporation on April 27, 1972:

"RESOLVED, that the Protective and Restrictive Covenants of Hardwick Mountain Subdivision, a copy of which is filed in the minute book of the corporation, be and the same are hereby approved and Donald R. Ober, President, is authorized and directed to execute said Protective and Restrictive Covenants on behalf of the corporation and Mary Priest, Secretary, is authorized and directed to affix the seal of the corporation thereto and attest the same."

Given under my hand and the corporate seal this 8th

day of May, 1972.



Mary Priest
Secretary

ORANGE COUNTY CIRCUIT COURT CLERK'S OFFICE, VIRGINIA, May 8 1972

This ~~Deed~~ dated May 8, 1972, was this day received in this office together with the certificate thereon admitted to record at 11:58 o'clock AM.

Tests: Lucia P. Hyatt, Clerk
H. C. DeJARNETTE, CLERK

State Tax _____
County Tax _____
Transfer _____
Recording 31.00
Add. Tax _____
Total 31.00