

DECLARATIONS OF COVENANTS AND RESTRICTIONS
William H. Young and Susan G. Young Property

The following three described parcels of land shall be subject to the following restrictions and reservations, which shall be deemed as covenants running with the land. All three parcels are shown on a plat entitled "Plat Showing A division of 52.523 Acres of Land Presently in the Name of William H. and Susan G. Young, Riverheads District, Augusta County, Virginia," dated May 17, 2002, made by Barry E. Lotts, P.C., a copy of said plat is recorded in the Clerk's Office of the Circuit Court of Augusta County, Virginia in Plat Book 1, Page 5652. "Developer" shall mean William H. Young and Susan G. Young, husband and wife.

Parcel 1 is described as 47.263 acres being the residue of 52.523 acres acquired by William H. Young and Susan G. Young, husband and wife by deed of D. Clinton Harris and Elizabeth P. Harris, dated September 7, 2001 and recorded in the aforesaid Clerk's Office as Instrument Number 010011013. Parcel 2 is described as 5.260 acres acquired by William H. Young and Susan G. Young, husband and wife by deed of Susan Stone, dated July 9, 2003 and recorded in the aforesaid Clerk's Office as Instrument Number 030012559. Parcel 3 is described as 5.081 acres acquired by Susan C. Young by deed of William H. Young and Susan G. Young, dated December 21, 2001 and recorded in the aforesaid Clerk's Office as Instrument Number 010016003 and is referenced on the above mentioned plat.

Restrictions and Reservations

- 1) Each tract or parcel of land shall be used for residential purposes only and only one residence shall be permitted on each parcel.
- 2) Except for the 47.263-acre tract, no Lot may be resubdivided. This shall not be construed to prohibit boundary line adjustments.
- 3) No signs shall be permitted on any parcel other than a sign to identify the property and/or its owners and a Realtor's sign at such time as a parcel is marketed for sale.
- 4) Chain link fencing can be installed on the property only if it is brown or green in color and blends in with the area.
- 5) No tractor trailer-trucks or other motor vehicles weighing more than five tons shall be kept, parked or stored on any parcel. Recreational vehicles must be stored in a manner so that they are not visible from the public road or so as to be offensive to the adjoining neighbor. No unlicensed motor vehicles shall be parked or kept on any parcel except within an enclosed structure.
- 6) The minimum roof pitch on any residence constructed on the property shall be 7/12. All dwellings shall be bricked to grade. Stone is permitted in lieu of brick.

- 7) Each dwelling shall contain a minimum finished floor space of 2000 square feet. For dwellings having more than one story there must be a minimum of 1400 square feet on the first floor. The term "minimum finished floor space" shall mean that area which is so completed as to be in conformity with the conditions of the main living area excluding rooms for heating equipment, garages, enclosed or unenclosed porches and other unheated areas.
- 8) The minimum front set back for any residence constructed on the property shall be (50') feet.
- 9) All dwellings shall be completed within one year from the time a building permit is issued for the dwelling.
- 10) No trailer home (single/double-wide) shall be permitted on any parcel. A modular (system-built) home to include design, materials etc. will be considered but plans must be submitted to the seller for review and approval. The seller will review and approve and/or reject the plan within twenty-one (21) days of the submittal date.
- 11) Hogs and other swine, chickens and other fowl, sheep and goats are expressly prohibited from being raised or kept on any lot. Other livestock is permitted provided they are confined to the owner's property and such owner must provide adequate fencing for the type of animals enclosed.
- 12) No part of the land or any buildings may be created thereon shall be used for any purpose or in any manner that will create a nuisance, loud noise or injure the value of the neighboring property. No dumping of trash shall be permitted anywhere on the property.
- 13) Enforcements of these restrictive covenants shall be enforced, and if there is a breach of any said covenants or conditions herein set out in any two (2) lot owners may file for an injunction of other appropriate remedy in a Court of proper jurisdiction against any person violated restrictions and, if successful, the offender shall pay all cost for prosecuting the action, including attorney's fees.

PROPERTY RIGHTS

1. Each owner shall have the right of way for ingress and egress to and from their individual property over the roadway described as a fifty foot (50') access easement of the aforesaid plat, which shall be appurtenant to and shall pass with title to their property, subject to the right of the other Owners of the adjoining property, upon their joint agreement, to dedicate or transfer all or any part of the roadway to any public agency, authority or utility for such purposes and subject to such conditions as they may from time to time agree.

2. Any owner may delegate his right to enjoyment of the right of way to members of his family, his tenants, contract purchasers, agents and guest.
3. An easement is hereby reserved for the installation and maintenance of public utilities within the fifty-foot (50') access easement designated on the aforesaid plat. All utility lines shall be installed underground.

ROAD MAINTENANCE

1. On the first day of May of each calendar year, the Owners shall meet and review what has to be done on the road.
2. An Oak Dale Lane project bank account has been set up with Community Bank.
3. Each lot owner will pay a minimum amount of \$250.00/lot annually to the "Oak Dale Road Maintenance Account".
4. Should a special assessment be needed beyond the minimum amount all owners will discuss and make a group decision.
5. A new property owner will pay a pro-rated maintenance amount based upon ownership date and the current year's annual project expenditure.
6. These assessments shall be reserved exclusively for Oak Dale Lane projects.
7. Attached is the current year's Oak Dale Lane Owner's agreement.

William H. Young (SEAL)
WILLIAM H. YOUNG

Susan G. Young (SEAL)
SUSAN G. YOUNG

STATE OF VIRGINIA AT LARGE

CITY/COUNTY OF Augusta, to-wit:

The foregoing instrument was acknowledged before me this
11th day of August, 2003, by William H. Young and
Susan G. Young.

My commission expires 10/31/07

Amy M. Roach
Notary Public