

8K 0650 PG 01086

NELSON H. JONES
O.B. 389 PG. 710

SMITH MOUNTAIN LAKE

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DOCK EASEMENT LINE (TYP.)

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800' CONTOUR

LOT 1
HILLCREST HEIGHTS
P.B. 3 PG. 144
1/2" IRON REBAR

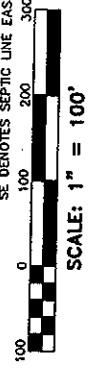
5/8" IRON REBAR

HILLCREST HEIGHTS DRIVE



SURVEY FOR
THE CAPE
GILLS CREEK MAGISTERIAL DISTRICT
FRANKLIN COUNTY, VIRGINIA
SURVEYED APRIL 27, 1999
JOB NO. 28-99
VENNING & CO. DEVELOPERS, L.L.C.
SHEET 2 OF 3

- LEGEND**
- SURVEYED PROPERTY LINE
 - SURVEYED TIE LINE
 - DEED PROPERTY LINE (NOT SURVEYED)
 - DEED LINE
 - FOUND IRON
 - SET 1/2" IRON REBAR
 - POINT
 - OVERHEAD ELECTRIC
 - DF DENOTES DRAINFIELD EASEMENT
 - DE DENOTES DRAINAGE EASEMENT
 - PUE DENOTES PUBLIC UTILITY EASEMENT
 - SE DENOTES SEPTIC LINE EASEMENT



DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS

THE CAPE

THIS DECLARATION, made this 21st Day of May,
1999, by VENNING & Co. Developers, LLC, herein referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of all the real property set forth and described on that certain plat (herein called "the plat") entitled "PLAT OF THE CAPE, GILLS CREEK MAGISTERIAL DISTRICT, FRANKLIN COUNTY, VIRGINIA..." which plat is of record in the Clerk's Office of the Circuit Court of Franklin County in Plat Book 650, at page 1085, and is made a part hereof and incorporated by reference; and

WHEREAS, Declarant is about to sell and convey said lots and before doing so desires to subject them to and impose upon them mutual and beneficial 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 the Subdivision, and of the future owners of said lots;

NOW, THEREFORE, Declarant hereby declares that all of said lots described herein are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved subject to the following Restrictions, unless excluded hereby, all of which are declared and agreed to be in furtherance and are established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness of the property described in the plat and of the Subdivision as a whole. All of the Restrictions shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in and to the real property or any part or parts thereof subject to such restrictions.

1. All lots are to be used for single family residential purposes only.
2. Prior to commencing construction or alteration of buildings, accessory buildings, boat docks, boat ramps, retaining walls, fences, dish antennas, or any other structures including driveways, plans and site plans showing proposed locations are to be submitted to the Declarant or its assigns for approval. An Architectural Control Board established initially by the Declarant will consist of three (3) members: S. Gregory Venning, Tara R. Venning and Frank F. Venning. At some undetermined time in the future, the Board shall consist of three (3) members appointed by the Declarant.

99 MAY 24 AM 11:20

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Thereafter, the Board shall elect future members (who must be property owners in The Cape) by majority vote. Plans should show exterior elevations; materials to be used; site plans showing building, driveway, and dock locations, and landscaping plan. A current septic permit issued by the Franklin County Health Department must be submitted with the plans. Building approvals will be made by the board in writing. Any verbal approvals or disapprovals are not binding.

3. Not more than one single family residence shall be erected on any lot. Dwellings shall contain a minimum of fifteen hundred (1500) square feet of heated living space (exclusive of basements) on the main level. Two floor dwellings shall contain twenty two hundred (2200) square feet of heated living space if the main level has less than 1500 square feet. Decks, attics, porches, garages, carports, or basements are not considered heated living space. Trailers, doublewides and modulars are prohibited.

4. Exterior construction must be completed within one year of commencing construction including painting or staining of unfinished wood and landscaping must be done. No dwelling shall be permanently or temporarily occupied until all of the exterior construction is completed and connections are made to an approved water and sewer system. All disturbed areas of the lot shall be covered with grass seed or mulch before a dwelling shall be occupied.

5. Lots, including the land abutting lots and lying below the 800 ft. contour, are to be maintained from tall grass, trash, rubbish and unsightly appearance at all times. Storage of building materials (after exterior completion), campers, buses, trailers and inoperative vehicles are prohibited. Recreation vehicles, trucks and trailers may be parked only in the driveway or garage. Boats may be docked at all times at the Owner's dock along the water or on trailers in the driveway. Boats shall not be parked in the yard above the 800 ft. contour.

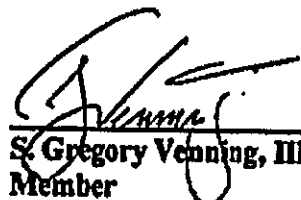
6. Driveways (whether permanent or temporary) shall be connected to streets in accordance with the standards of VDOT (Virginia Dept. of Transportation) prior to vehicles leaving and entering the streets from lot. A 4" stone (gravel) base must be installed from the street toward the lot for a least 50' in order to clear mud from the tires of vehicles prior to entering the street. Any mud clods tracked out onto the street must be removed immediately. Corrugated metal or concrete pipes shall be installed in ditch lines as required by VDOT. The culvert and stone base must be maintained in good working order throughout the construction process. Each lot owner will be responsible for any damage done to the streets including shoulders) by contractors, moving companies or invitees. Permanent driveways shall be blacktop, concrete, brick or stone with defined borders. Driveways shall accommodate the parking of at least three (3) vehicles.

7. No building shall be closer to any street than shown on the plat nor closer than twelve (12) feet to any side lot line; except that if two (2) or more lots are used together for one (1) dwelling then the twelve (12) foot side set back line shall apply only to the outside of the enlarged lot.
8. All dwellings and buildings shall be brick, stucco, stone or wood that is maintained with stain or paint. Concrete and block may not be exposed except in a vertical height not to exceed eight (8) inches from finished grade and be smooth and free from lines resulting from pouring or laying and be screened with landscaping. Vinyl or composite siding is not permitted unless it is a very superior style and grade that is specifically approved by the Board in writing. Prior to approval a sample must be presented to the Board and retained by them for future reference.
9. No lot may be resubdivided without written approval from the Declarant.
10. No signs, billboards, or other advertising shall be permitted except either contractors signs or real estate signs of (6) square feet or less. No more than two signs are permitted at the street or shore. Signs must be removed within fifteen (15) days of completion of construction or sale of the property. Signs placed by the Declarant are allowed at all times.
11. Home gas storage tanks must be installed below finish grade or out of sight. Trash cans shall be screened or out of sight. Firewood shall be neatly stacked and not left dumped. Only small domestic pets are permitted. Pets are to be leashed or be obedient to the Owner's command. No nuisance or illegal activity shall be permitted at any time.
12. The Declarant reserves the right to install and maintain underground services within the fifty (50) foot road right of way and utility easements adjacent to the road right of way, including around cul-de-sacs and other areas as shown on plat. Drainage easements shown on the plat shall be kept open and shall not be obstructed or altered without declarant's written consent.
13. No waterfront lot owners may erect a fence or plant a tall hedge or any trees near the boundary within 50 feet of the lake that would unnecessarily restrict their neighbor's view of the lake. No hardwood trees with a diameter larger than six (6) inches measured three feet from the ground shall be removed from any lots without prior approval of the Declarant or its assigns.
14. A property owners association (POA) may be established at any time for The Cape if a 70% majority of the property owners votes for its establishment. All property owners would then be legally bound by such a majority agreement and all of the provisions enacted by the POA.

15. A property owner's association shall be formed for lots 16, 17, 18, 19, 20, 22, 23 & 24 for the purpose of maintaining the septic force main lines that share a common ditch in the utilities easement along Routes 601 and Rt. 967. The annual dues beginning for the year 2000 shall be \$30.00 per lot. This amount could be changed by the POA in future years to assure the proper maintenance of these septic lines. Maintenance of the individual drainfields will remain the responsibility of the individual property owner that is served by that drainfield.
16. In the event of a violation or attempted violation of any of the provisions hereof, it shall be lawful for any other person or persons owing real estate situated in said subdivision, to prosecute any proceedings at law or in equity against the person or persons violating any such covenant, either to prevent him or them from so doing or to recover damages or other dues for such violation.
17. Invalidity of any one of these covenants by judgment or court order, shall nowise affect any of the other provisions which shall remain in full force and effect.
18. These restrictions shall affect and run with the land and shall exist and be binding upon all parties and all persons claiming under them for a period of 30 years from the date hereof, after which time the same shall be extended for successive periods of 10 years each, unless an instrument signed by a majority of the then owners of the lots subject thereto has been recorded, agreeing to change the covenants in whole or in part.

WITNESS the following signature and seal:

Venning & Co. Developers, LLC


S. Gregory Venning, III
Member