

Restrictive Covenants included in the Deed of Dedication for Monticola

1. **Residential Use** - All lots shall be used for residential purposes with only one single-family dwelling permitted per lot.
2. **Architectural Review Committee** – Dunterry LLC (Developer) hereby appoints Leah R. Thomas, Franklin L. Root and Eric M. Shipplett, all of whom have a business address of 28 Imperial Drive, Staunton, VA 24401, to serve as the Architectural Review Committee (hereinafter ARC) for Monticola. Each member of the ARC shall serve at the will of the Developer so long as the Developer is in business. Developer shall have the sole right to remove members and/or appoint replacements. In the event the Developer shall cease to exist and shall have failed to assign this right, the individual members of the committee shall have the right to appoint replacements. In the event that the Committee shall cease to exist, any lot owner may call a meeting of all lot owners in Monticola by mailing a notice of meeting to all owners of record and all last known members of the ARC. A majority of lot owners may elect a replacement committee. All assignments, appointments, and/or any change in address for the committee shall be recorded in the Clerk’s Office for the Circuit Court of the County of Albemarle, Virginia.
3. **Plan Approval** - Plans for all dwellings, outbuildings, fences and any other improvement shall be submitted to the ARC prior to start of any construction. The submission shall show all exterior elevations, all exterior material specifications, and all exterior color selections and/or samples, along with a site plan showing the location of all proposed improvements. The ARC shall either: approve the plans as submitted; approve the plans subject to specific alterations; or disapprove the plans with or without recommendations for changes that may cause, but not assure, approval of a re-submittal. The ARC shall endeavor to act within fifteen (15) days, but failure to act shall not constitute approval. The ARC may consider any aesthetic criteria in the approval of the plans. However, the following restrictions are mandatory and may not be waived by the ARC, the Developer, any successor of the Developer or any other owners unless these covenants are modified as hereinafter set forth.

(a)

All primary dwellings shall have not less than 2000 square feet of finished floor space for a one-story home or 2400 square feet for a home of more than one story. Finished floor space shall exclude garages, finished or unfinished basement, and enclosed or unenclosed porches.

(b)

No mobile home, doublewide, modular home or other dwelling constructed off-site shall be placed on any lot at any time.

(c)

The exposed exterior foundation walls of any residence or dwelling constructed on any lot shall be faced with brick or such other material (excluding raw or painted concrete or cinder block) as may be approved by the ARC.

(d)

No building shall have a predominant roof pitch of less than 8/12.

(e)

The preexisting dwelling and outbuildings on Lot 6 are deemed grandfathered as to provisions (c) and (d) of this section.

4. **Conditions** – The following activities at Monticola are limited as set forth:

(a)

Except for boundary line adjustments, no further subdivision of any lot shall be made without approval from the ARC.

(b)

No obnoxious or offensive activity, including the making of excessive noise, shall be tolerated within the subdivision nor shall anything be done therein which constitutes an annoyance or nuisance to the other property owners.

(c)

No signs (with the exception of FOR SALE signs measuring five square feet or less in area) shall be erected on any lot with out approval by the ARC.

(d)

The storage of building materials (except during construction for not more than 120 days), unlicensed or inoperable vehicles, commercial road tractors, tractor trailers, farm equipment, or other personal property, shall be out of view from Routes 602 and 626.

(e)

Garbage shall be stored in sanitary containers which shall be emptied on a regular basis. Dumping or burying of trash or other waste is prohibited.

(f)

Each property owner shall mow all non-wooded areas at least twice each year.

(g)

The keeping of swine, commercial poultry, or any intensive agricultural use including feedlots is prohibited. Any other ani- mals, including household pets shall be confined to the lot owner’s property. There shall be no commercial breeding of pets.

(h)

No wetlands, streams, or similar areas may be modified by any owner unless the owner secures all necessary approvals and required permits from any and all governmental agencies having jurisdiction over same.

(i)

Parcels 1, 2, 3 and 4 may not have homes or other structures within 150 feet of the property line shared with parcel 6.

(j)

Homes, outbuildings or any other structure constructed within view of home on parcel 6 shall be subject to additional conditions imposed by the ARC to protect the historical integrity of the home on parcel 6.

(k)

No residence may be occupied, either temporarily or permanently, until a water supply and sewage disposal system which meet all health department standards has been installed and approved for operation by the appropriate government officials.

5. **Binding Effect/Modification** - The restrictions set forth herein shall be covenants running with the land and shall be binding and ef- fective upon the land in the subdivision for a period of twenty-five (25) years from the date of recordation. These restrictions may be extended, modified, or extinguished by an instrument recorded in the Clerk’s Office for the Circuit Court of the County of Albemarle, Virginia, signed by the Developer (so long as the Developer owns any lot or holds a security interest in any lot) and the owners of seventy-five percent (75%) of the lots in this subdivision.

6. **Invalidation** - Invalidation of any restriction set forth herein, or any part thereof, by judgment, court order, or otherwise shall not affect any other provision hereof, all of which shall remain in full force and effect.

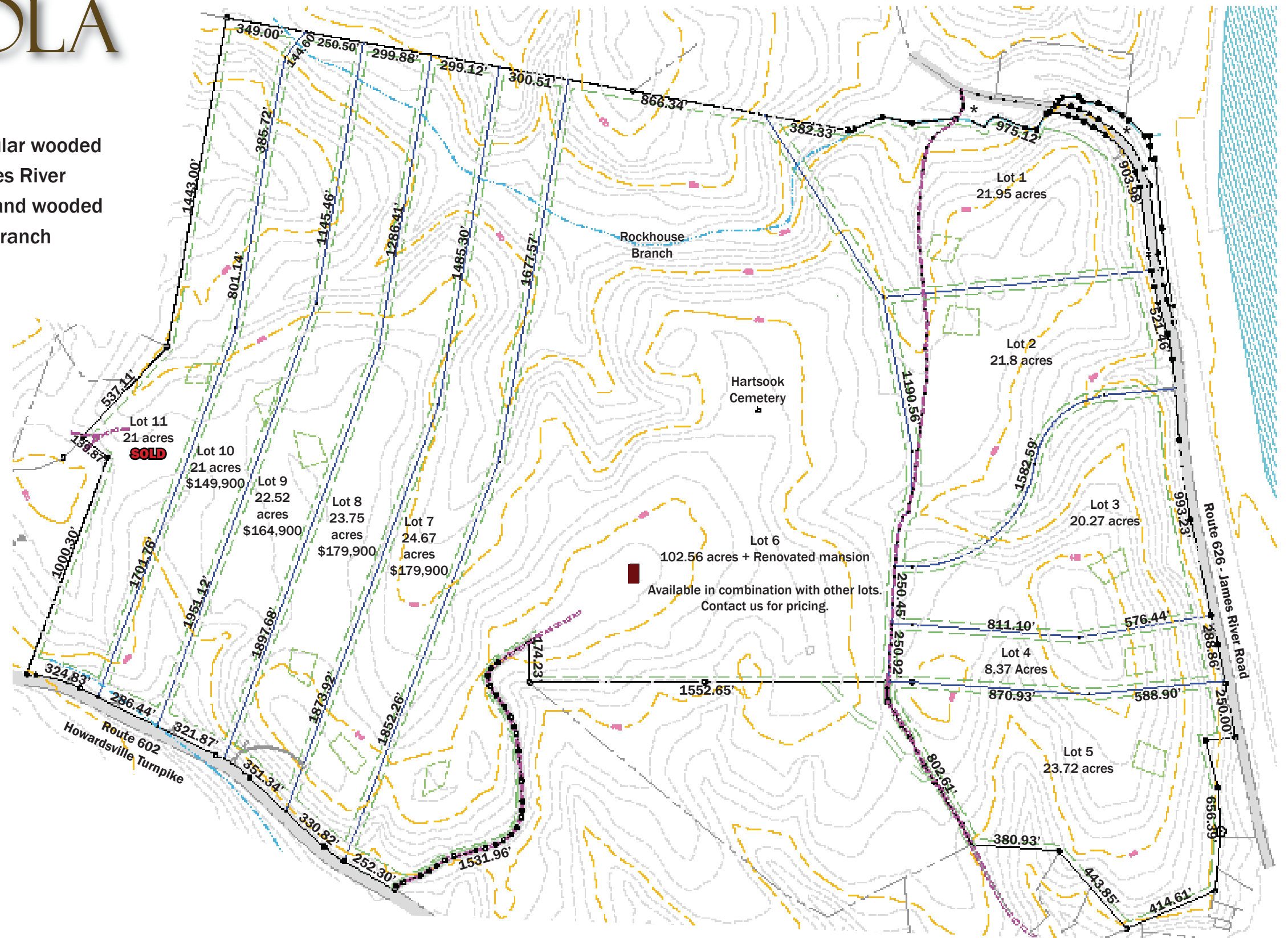
7. **Enforcement** – In the event of any violation or breach of any of the restrictions contained herein, the Developer (so long as the Devel- oper owns any lot or holds a security interest in any lot) or any other lot owner (the Developer or any three (3) lot owners in the case of Section 4(b) due to its subjective nature) shall have the right to enforce these restrictions. Before any enforcement litigation may be instituted, ten (10) days written notice of the violation(s) shall be given to the property owner so as to afford such owner the opportunity to correct such violation. The failure to enforce any restriction, however long continued, shall not be deemed a waiver of any right to do so thereafter. Should the Devel- oper or any other owner commence litigation to enforce these restrictions and prevail in such action, then the owner against whom the action was brought shall be responsible for all the costs of the action, including reasonable attorney fees.

MONTICOLA

Duntery, LLC presents

MONTICOLA

- Lots 1 through 5 feature spectacular wooded homesites overlooking the James River
- Lots 7 through 11 are both open and wooded and traversed by Rockhouse Branch



Please note: Dimensions are approximate.
Lot 11 requires an alternative septic system.
Lot 1 to be sold with adjacent 1 acre and 1.14 acre tracts marked with *.

Revised: January 5, 2016