

Sell Meade Lane

Revised 11/2/00

RESTRICTIVE COVENANTS - BREAKAWAY DEVELOPMENT

WHEREAS, the undersigned have deemed it advisable to establish these restrictive covenants on the Breakaway Development as follows:

:-: WITNESSETH :-:

Whereas, Declarant is the owner of certain property in Rockbridge County, Virginia, which property is more particularly shown on the attached plat and in order to provide for a uniform scheme of development and to provide for and protect the value and desirability of the lots in this development, Declarant sets forth the following covenants, conditions and restrictions.

1. Declarant hereby covenants and declares that the lands within Breakaway Development be held, sold and conveyed subject to the following restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of the Breakaway lots, and which shall run with the real property and be binding on all parties having right, title or interest in the property more particularly described upon said plat, their heirs, successors and assignees and shall inure to the benefit of each owner.

2. No Structures shall be erected on any individual lot shown hereon other than one private single family dwelling with appropriate accessory buildings, which could include a barn appropriate for size of lot. Family dwellings shall contain a minimum of 2400 square feet of living area, excluding any basement area, garages, porches, breezeways or patios and shall be completed within one year from date of commencement of construction. All building plans must be reviewed and accepted by the Breakaway Architectural Review Committee.

3. No single wide or double wide mobile home trailers will be allowed.

4. No exposed concrete or block foundations shall be permitted. No building may be erected upon any lot with exterior walls or foundations consisting of or covered by exposed or painted cinder block; asbestos sheet or asbestos shingle siding; asphalt sheet or asphalt shingle siding; artificial brick or artificial stone siding; no artificial siding.

5. It shall be the responsibility of each individual lot owner to prevent the development of any unclean, unsightly, or unkempt condition of the buildings or grounds of such lots which shall tend to substantially decrease the beauty of the neighborhood as a whole. Recreational vehicles, unlicensed vehicles, inoperable vehicles or parts, shall be housed in a garage or accessory building.

6. No dirt bikes allowed.

7. No animals, livestock, or poultry of any kind except horses, cattle, and chickens for the sole purpose of personal family consumption of eggs, shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept therein, provided they are in keeping with the County of Rockbridge pet ordinances.

8. Each owner shall provide receptacles for garbage and trash in an area not visible to others. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Burning of household waste or trash is expressly prohibited. No incinerator or other structures for the burning of trash and garbage shall be constructed or maintained on any of the lots.

9. No fuel tanks or similar storage receptacles may be maintained so as to be visible to others within the subdivision. (Excluding propane tanks near home which should be reasonably hidden.)

10. Exterior property fencing on Maple Swamp or Turkey Hill Road must be four rail, dark wood. No barbed wire fencing anywhere.

11. No lot may be subdivided to less than a 20 acre parcel.

12. These restrictions are to run with the land and be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these restrictions are recorded, after which time said restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument signed by a majority of the lot owners is recorded in the Circuit Court Clerk's Office agreeing to amend, modify or terminate the restrictions in whole or in part.

13. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain the violations or to recover damages.

14. Should any covenant or restriction herein contained or any sentence, clause, phrase or term of the instrument be declared to be void, invalid, illegal or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgement shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

UTILITY EASEMENTS

15. All roadway easements shall be available to the respective lot owners within the development for usage for the installation of utility services to the respective lots as reasonably required. Easements are also reserved fifteen (15') feet in width along the front, side and rear lines of each lot for all utilities for the benefit of the other lots. New utility lines to dwellings shall be underground. All new utilities are to be installed underground except the overhead lines as required by Virginia Power.

RIGHT OF WAY FOR TRAILS

16. There shall be a thirty (30) foot right of way around the perimeter of the Breakaway Development as the perimeter is shown on the 15 September 1999 plat by Gregory E. Vess, revised 14 August 2000 and further revised 21 August 2000. The right of way shall be for use by owners of the lots in Breakaway Development for horseback riding, bicycling and hiking. Motorized vehicles are expressly prohibited on these trails except for purposes of maintenance of the trails or fencing.

17. In addition to the right of way referenced above, there shall be granted to each lot owner a right of way fifteen (15') feet wide across internal trails in the development as said trails are presently laid out. The right of way shall be for use by owners of the lots in Breakaway Development for horseback riding, bicycling and hiking. Motorized vehicles are expressly prohibited on these trails except for purposes of maintenance of the trails or fencing.

ARCHITECTURAL REVIEW COMMITTEE

18. There shall be an Architectural Review Committee ("Committee") which shall have the exclusive authority to enforce these covenants. The Committee shall consist of two (2) people initially and shall be comprised of E. Jackson Russ and Susan B. Russ. Succession to the Committee shall be by appointment in writing.

19. New owners (not developers) of all 7 tracts to be assessed \$100/year/lot for trail maintenance, to include bush-hogging twice annually, obstruction removal as necessary; and an association to be formed to oversee this.

20. Maintenance of shared road to be on a pro-rata usage basis. Any owner not using said shared road shall not be responsible for any maintenance costs.

21. No clearcutting on any tract except to clear for a new homesite.

22. No driveways to be constructed within the restricted area of Tract #6.

23. No above ground improvements, other than ordinary boundary line fencing permitted within the restricted areas shown on the 15 September 1999 plat by Gregory E. Vess, revised 14 August 2000 and further revised 21 August 2000.

12/7/2000 *Mary A. Nelson*
Date/Name

12-7-2000 *Jenny Lynn Nelson*
Date/Name