

Prepared By & Return To: Freeman, Dunn, Alexander, Tiller & Gay,  
1045 Cottontown Rd., Lynchburg, Va.,  
24503

DATE: 3/4/09

MAILED TO:

J. Carwin

Owens

DECLARATIONS OF PROTECTIVE COVENANTS

CARSLEY FARMS

DATED: February 11, 2009

Lynchburg Land Investors, LLC, a Virginia Limited Liability Company are hereby referred to in this document as the "Declarant".

The Protective Covenants in this document are to run with the land and shall be binding upon all parties and all persons owning Lots in Carsley Farms ("The Subdivision"), as below-described, or claiming under them.

Invalidation of any of the following Protective Covenants by judgment of Court Order shall not affect any of the other provisions, which shall remain in full force and effect. The failure to enforce any of the Protective Covenants at the time of violation shall not be deemed a waiver to enforce the Covenant.

1. PROPERTIES SUBJECT: The Protective Covenants are applicable to the following described property located in Surry County, Virginia:

Lots No. 1 through 16, inclusive, of Carsley Farms, as more fully shown on that certain plat prepared by Berkley-Howell & Assoc., P.C., dated September 12, 2007, revised November 9, 2007, and recorded in the Office of the Clerk of the Circuit Court of Surry County, Virginia, herewith.

MAP #48-21 & 48-16

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AND BEING the same real estate conveyed to the Grantors by Regions Bank, As Trustee of the Emerging Growth Timberland Fund, by Deed of record in the Surry County Clerk's Office Deed Book 129, at page 267.

2. PROPERTY OWNERS ASSOCIATION AND ANNUAL ASSESSMENTS:

- A. Every person or entity, who is a record owner of Lots 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, and 13, inclusive, in the subdivision shall be a member of the Carsley Farms Property Owners Association ("Association"), and shall be entitled to one (1) vote for each Lot owned, provided however that Declarant shall be entitled three (3) votes for each Lot owned.
- B. The roadways, rights-of-ways, common areas and all amenities thereto constructed throughout the subdivision are for the use in common of the Declarant, Lot owners and their respective heirs, successors and assigns. This dedication shall not inhibit convenient use of the Subdivision's roadways or common area and amenities thereto.
- C. (1) The Declarant shall maintain all rights-of-ways and roads used for ingress and egress and built according to county specifications as described on the above-mentioned plat until such time that the Declarant turns them over to Association. At that time the roads will remain private, and the Association shall maintain all common areas, rights of way, and area roads as described on the

- above-mentioned plat and all amenities thereto within the Subdivision, and shall assess each Lot from 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12 and 13, inclusive, amounts necessary for the improvement and maintenance of said rights-of-ways, roads, common areas and amenities thereto, not to exceed \$375.00 per lot annually.
- (2) All maintenance and upkeep of the roads, rights-of-way, common areas and amenities thereto fronting Lots 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12 and 13, inclusive, including snow removal, will be done on the basis of competitive bids and only as required.
- D. Any assessments, together with interest and costs, shall be a lien upon the Lot against which such assessment is made. The Association shall have the right to file among the land records of Surry County, Virginia, a duly executed and acknowledged Notice of Lien with respect to each Lot and its owner for which any assessment remains unpaid. However, said assessment shall be a lien whether or not filed in said courthouse.
- E. If it is decided by the Association that the annual assessments needs to be increased or decreased or these Protective Covenants need to be

modified or amended in any way, it shall be done only by an affirmative vote consisting of fifty-five percent (55%) of property owners of Lots 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12 and 13, inclusive.

F. Each property owner shall be responsible for repair or any damage to roads in the Subdivision, resulting from the willful or negligent acts of himself or his agents, servants, lessees or employees. Each property owner agrees to perform any such repairs at his or her own expense within a reasonable time, but not in excess of thirty (30) days after written notice of such damages have been sent to the property owner from Lynchburg Land Investors, LLC or the Association.

3. EASEMENTS:

A. The Lots in this project are subject to utility easements for the purpose of bringing public service to the land being developed. They are also subject to road and drainage easements as shown on the recorded plat.

B. Declarant reserves unto itself, successors and assigns, the right to erect and maintain all utility and electric lines, or to grant easements or right-of-ways therefore, with the right of ingress and egress for the purpose of



installing or maintaining same, and including 15' on sidelines.

4. RESIDENTIAL USE ONLY: The Lots shall be used for residential purposes only, except as provided herein. This restriction shall not be construed to prevent rental of any Dwelling for private residential purposes or to prevent an individual Lot owner from conducting home occupations in the Dwelling, which occupation is subordinate to the primary residential use and occupies no greater than twenty percent (20%) of the Dwellings floor area.

The contingency area to Carsley Farms is agricultural in nature and property owners and invitees of Carsley Farms will respect their neighbors and their agricultural pursuits.

5. SIZE REQUIREMENTS:

A. No structure shall be erected, placed, altered, or permitted to remain on any Lot other than one detached, single-family Dwelling, not to exceed two and one-half stories in height and accessory buildings not to exceed one and one-half stories in height. Any residence erected on the lots must have at least 1,600 square feet of heated living area, be constructed with masonry foundation and have no less than a 5/12 roof pitch. All such structures and improvements shall be on brick, stone or stucco foundations so that

concrete or cinder block must not be exposed. The exterior of any such building must be brick, stone, wood, hardi plank, or vinyl provided however that any such out buildings, including barns, may be constructed with painted metal or similar metallic products.

- B. Any Dwellings located on Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16, inclusive, shall have a minimum enclosed living area of no less than one thousand six hundred (1,600) square feet exclusive of open porches, basements, decks, garages, carports, and other appurtenances and improvements thereto and one thousand six hundred (1,600) square feet for any such dwelling being more than a single story.

Any accessory buildings shall not exceed three thousand five hundred (3,500) square feet.

6. GARAGES: All Dwellings may have an attached or detached garage or an attached carport, which shall be of the same style and exterior finish as the Dwelling. The garage may be built prior to construction of dwelling.

7. BUILDING SETBACKS: All structures shall be one hundred (100) feet or more from the street right-of-way line. The minimum side yard clearance for structures shall be thirty (30) feet. The structure shall be set back at least ten (10) feet

from the back line, and otherwise must be in compliance with all state and local regulations.

8. NO TEMPORARY STRUCTURES, CAMPING: No Structure of a temporary character shall be placed upon any Lot at any time, provided however, that this prohibition shall not apply to shelters used by the contractor during the construction of the main dwelling house. Notwithstanding the foregoing temporary camping, not to exceed fourteen (14) consecutive days, if permissible under local zoning and land use regulations. Only equipment commercially manufactured for camping purposes, such as travel trailers, campers and recreational vehicles that are self-contained, may be used for camping shelters.

9. SUBDIVISION:

Lots 7, 13, 14, 15 and 16 may not be subdivided at any time. Lots 1, 2, 3, 4, 5, 6, 8, 9, 10, 11 and 12 may be subdivided one time only, provided any subdivided lot(s) are no smaller than eight (8) acres and that any such subdivision is in full compliance with local, state and federal regulations.

10. NUISANCE: No noxious or offensive trade activity shall be carried on or upon any tract, nor shall anything be done thereon which may cause an annoyance or nuisance to the neighborhood; further activities on or the use of any said Lot shall not pollute, cause waste to, or adversely affect other tract owners enjoyment.

11. DWELLING APPEARANCE: Each Lot and all improvements

thereon shall be maintained in a neat and attractive manner. No unregistered motor vehicles, junk or debris shall be stored on any Lot. Trash, garbage, or other waste shall not be kept, except in sanitary containers screened from view from all roads.

12. STORAGE: Recreational vehicles, boats and utility trailers, when not in use of the Lot, are to be stored in the back yard of Lots providing they are out of view from all roads to their lots.

13. PROHIBITED STRUCTURES: No single, double or triple wide mobile homes or any derivative thereof shall be occupied, stored or otherwise placed on the lots, however, modular homes are permitted.

Any residence erected on the lots must have at least 1,600 square feet of heated living area, be constructed with masonry foundation and have no less than a 5/12 roof pitch.

14. SIGNS: No signs of any description shall be displayed upon any Lot, except by Declarant, and further, except for a single sign per Lot, not to exceed 400 square inches, identifying Lot owner and Lot Number.

15. FENCES AND WALLS: Fences are permitted provided barbed wire is not one of the components of same.

16. LIMITATION: Nothing herein contained shall be construed as imposing any covenants and restrictions on any property of the Declarant other than the Property that is subjected to these Covenants.

17. GENDER CLAUSE:

Whenever the context and construction so require, all words used in the singular number herein shall be deemed to have been used in the plural, and vice versa, and the masculine gender shall include the female and neuter, and neuter shall include the masculine and feminine.

18. CAPTIONS:

The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Declaration nor the intent of any provisions hereof.

19. ENFORCEMENT:

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 violation or to recover damages. In the event it is necessary to enforce this Declaration by appropriate legal or equitable proceedings, the party or parties violating or attempting to violate the same, shall be liable for the cost of such proceedings including reasonable attorney's fee. Any Lot Owner may institute enforcement proceedings.

20. PARKING: No automobiles or other motor vehicles shall be parked in or within 25 feet from the rights-of-way or roads of the Subdivision, and no street parking is permitted by Lot Owners. Visitors, guests, delivery vehicles or others legitimately using said roads and streets are excepted and are



permitted to temporarily park along said streets.

21. CONSERVATION EASEMENT: The Lots in Carsley Farms are subject to the conservation easements set forth on the hereinabove mentioned plat of survey for the purposes of drainage, erosion and sediment control; provided however that Declarant may build, construct and/or maintain, or cause to be built, constructed and maintained roads for ingress and egress as well as utilities including, but not limited to, electric, telephone, cable, water, sewage or other appropriate services. Any other construction, building, maintenances and all improvements are otherwise expressly prohibited thereon.

22. CONFLICT: In the event of any conflict between the provisions of this document and the Plat drawings and/or specifications, the constraints reflected in the Plat shall govern. Any conflict existing within the provisions of this instrument itself shall result in application of the most restrictive provision herein. Any structures and/or improvements located upon an Lot and pre-existing the recordation of this instrument are exempt from any restrictions in this instrument which would otherwise result in a violation thereof. However, alteration or replacement of any part of said structures and/or the addition of improvements, aside from routine maintenance, requires compliance with these provisions in their entirety.

23. RESERVATIONS:

A. Declarant reserves the right to amend, delete,

or add to these covenants and restrictions as it deems necessary and to add additional parcels of land to the Carsley Farms Subdivision and to be governed by these Protective Covenants and any amendments thereof.

- B. Declarant reserves the right to add additional Lots subdivided from adjacent land to Carsley Farms, and the owners thereof shall have the same use, enjoyment, and responsibility for maintenance of all roads, common areas, etc.
- Any additional Lots will join the Carsley Farms Property Owners Association.

WITNESS the following signature and seal:

LYNCHBURG LAND INVESTORS, LLC, a  
Virginia Limited Liability Company

By: J. Carwin Owens  
Its Manager

STATE OF VIRGINIA  
TO-WIT:  
CITY/COUNTY OF Surry

The foregoing instrument was acknowledged before me  
this 4<sup>th</sup> day of March, 2009, by J. Carwin Owens  
Manager of Lynchburg Land Investors, LLC, a Virginia  
Limited Liability Company.

My Commission Expires: June 30, 2010

Dorinda B. Jones  
Notary Public

Notary Number: 7033767

INSTRUMENT #090031279  
RECORDED IN THE CLERK'S OFFICE OF  
COUNTY OF SURRY ON  
MARCH 4, 2009 AT 01:02PM  
Gail P. Clayton  
GAIL P. CLAYTON, CLERK  
RECORDED BY: NKB

DATE: 12-17-10  
RETURNED TO: CB Faxon  
ds

BOOK 242 PAGE 843

Prepared By & Return To: Freeman, Dunn, Alexander, Tiller & Gay, 1045 Cottontown Rd., Lynchburg, Va., 24503

FIRST AMENDMENT TO THE DECLARATIONS OF PROTECTIVE COVENANTS

CARSLEY FARMS

Dated: October 14, 2010

WHEREAS, Lynchburg Land Investors, LLC, a Virginia Limited Liability Company is hereby referred to in this document as the "Declarant"; and

WHEREAS, a Declarations Of Protective Covenants of Carsley Farms dated February 11, 2009 was recorded in the Surry County Circuit Court Clerk's Office in Deed Book 232, at pages 376 through 387, inclusive, said Protective Covenants to run with the land and be binding upon all parties and all persons owning Lots in Carsley Farms ("The Subdivision") containing Tracts 1 through 16 as described on a Plat of Survey prepared by Berkley-Howell & Associates, P.C., dated April 17, 2008, and of record in the Office of the Circuit Court Clerk of Surry County, Virginia, in Plat Book 7, at page 201. (Said plat erroneously referred to in the original Declaration of Protective Covenants of Carsley Farms as being dated September 12, 2007, revised November 9, 2007)

WHEREAS, the Declarant wish to reconfigure some of the lots described therein, as well as amend several of the provisions contained in the Declaration, and;

WHEREAS, it is the intention of the Declarant that all lots described in the original Declarations, as reconfigured by the below-described plat, and any common areas will be subject to the original Declarations as amended herein, and

WHEREAS, pursuant to paragraph 8 and 23 of the above-described Declarations Of  
MAP #48-21 & 48-16

033371<sup>3</sup>

Protective Covenants, Carsley Farms, the Declarant hereby amends Paragraphs 1, 2, 3, 5, 7 and 9 of said Declarations Of Protective Covenants dated February 11, 2009, as hereinafter set forth.

1. PROPERTIES SUBJECT: The original Protective Covenants, are applicable to the following described property located in the County of Surry, Virginia:

Tracts No. 1 through 16, inclusive, of Carsley Farms, as more fully shown on that certain plat prepared by Berkley-Howell & Associates, P.C., dated September 12, 2007, revised November 9, 2007, and of record in the Office of the Circuit Court Clerk of Surry County, Virginia, in Plat Book 8, at page 18; and as amended by a plat prepared by Berkley-Howell & Assoc., P.C., plat prepared by Berkley-Howell & Associates, P.C., dated June 15, 2010 and revised September 22, 2010, entitled "Resubdivision Of Tracts 1, 2, 3, 10, 12 & 13, Phase I, Carsley Farms", Guilford District, Surry County, Va., and to be recorded contemporaneously herewith.

AND BEING the same real estate conveyed to the Declarants from Regions Bank, As Trustee Of The Emerging Growth Timberland Fund, by Deed of record in the Surry County Clerk's Office in Deed Book 129, at page 267.

2. PROPERTY OWNERS ASSOCIATION AND ANNUAL ASSESSMENTS:

- A. Every person or entity, who is a record owner of Lots 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, and 13, and any subdivided lots therefrom, inclusive, in the subdivision shall be a member of the Carsley Farms Property Owners Association ("Association"), and shall be entitled to one (1) vote for each Lot owned, provided however that Declarant shall be entitled three (3) votes for each Lot owned.
- B. The roadways, rights-of-ways, common areas and all amenities thereto constructed throughout the subdivision are for the use in common of the Declarant, Lot owners and their respective heirs, successors and assigns. This dedication shall not inhibit convenient use of the Subdivision's roadways or common area and amenities thereto.



- C. (1) The Declarant shall maintain all rights-of-ways and roads used for ingress and egress and built according to county specifications as described on the above-mentioned plat until such time that the Declarant turns them over to Association. At that time the roads will remain private, and the Association shall maintain all common areas, right-of-way, and area roads as described on the above-mentioned plat and all amenities thereto within the Subdivision, and shall assess each Lot from 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12 and 13, and any lots subdivided therefrom, inclusive, amounts necessary for the improvement and maintenance of said rights-of-ways, roads, common areas and amenities thereto, not to exceed \$375.00 per Lot annually.
3. EASEMENTS: Paragraph 3 of the Declaration is amended as follows:
- A. The Lots in this project are subject to utility easements set forth on the above mentioned plat for the purpose of bringing public service to the land being developed. They are also subject to road and drainage easements as shown on the recorded plats.
- B. Declarant reserves unto itself, successors and assigns, the right to erect and maintain all utility and electric lines, or to grant easements or right-of-ways therefore, with the right of ingress and egress for the purpose of installing or maintaining same on said easements as set forth on the above mentioned plat, and including 15' on sidelines.
- C. All utility service, and equipment of all kinds, shall be underground, and it shall be the sole responsibility of the owner(s) of each respective Lot to

have such underground utility service and equipment constructed and maintained thereon and shall be solely responsible and liable therefore.

5. SIZE REQUIREMENTS:

- A. No structure shall be erected, placed, altered, or permitted to remain on any lot other than one detached, single-family Dwelling, not to exceed two and one-half stories in height and accessory buildings not to exceed one and one-half stories in height. Any residence erected on the lots must have at least 1,500 square feet of heated living area, be constructed with masonry foundation and have no less than a 4/12 roof pitch. All such structures and improvements shall be on brick, stone or stucco foundations so that concrete or cinder block must not be exposed. The exterior of any such building must be brick, stone, wood, hardi plank, or vinyl provided however that any such out buildings, including barns, may be constructed with painted metal or similar metallic products.

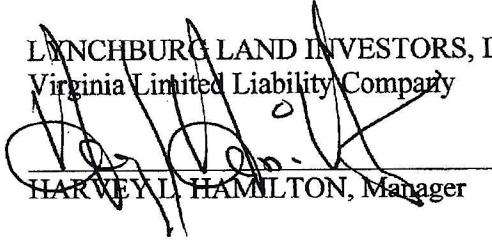
7. BUILDING SETBACKS: All structures and improvements shall be subject to a building setback line as set forth on the above mentioned plat. The minimum side yard clearance for structures shall be fifteen (15) feet. The structure shall be set back at least ten (10) feet from the back line, and otherwise must be in compliance with all state and local regulations.

9. SUBDIVISION: Any lot may be subdivided provided any subdivided lots are at least 4.5 acres each.

All other provisions contained in the Declarations Of Protective Covenants, Carsley Farms, View, dated February 11, 2009 and of record in the aforesaid Clerk's Office in Deed

Book 232, pages 376-387 remain in full force and effect and the real estate hereinabove described remain subject thereto.


WITNESS the following signature and seal:

LYNCHBURG LAND INVESTORS, LLC, a  
Virginia Limited Liability Company  
 (SEAL)  
HARVEY L. HAMILTON, Manager

STATE OF VIRGINIA  
TO-WIT:  
CITY/COUNTY OF Lynchburg

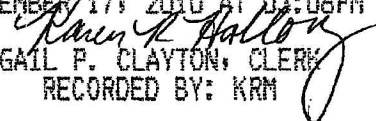
The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of  
October, 2010 by HARVEY L. HAMILTON, Manager of Lynchburg Land  
Investors, LLC, a Virginia Limited Liability Company.

My Commission Expires: 12-31-2013

  
Notary Public

Notary No. 72411



INSTRUMENT #100333710  
RECORDED IN THE CLERK'S OFFICE OF  
COUNTY OF SURRY ON  
DECEMBER 17, 2010 AT 03:06PM  
  
GAIL P. CLAYTON, CLERK  
RECORDED BY: KRM