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DECLARATIONS OF RESERVATIONS AND RESTRICTIVE COVENANTS

THE LANDINGS AT LEESVILLE LAKE

DATED: JUNE 30, 1992

Virginia Land and Forest Corporation, a Delaware corporation, is hereby referred to in this document as the "Grantor".

The Reservations and Restrictive Covenants in this document are to run with the land and shall be binding upon all parties and all persons owning lots in The Landings At Leesville Lake, as below-described, or claiming under them.

Invalidation of any of the following Reservations and Restrictive 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 Reservations and Restrictive Covenants at the time of violation shall not be deemed a waiver to enforce the Covenant.

1. PROPERTIES SUBJECT: The Restrictive Covenants are applicable to the following described property located in Callands-Gretna District, Pittsylvania County, Virginia:

Lot No. 1 through and including 35, of The Landings At Leesville Lake as more fully shown on that certain plat prepared by Berkley-Howell & Associates, P.C., dated June 16, 1992, and of record in the aforesaid Clerk's Office of the Circuit Court of Pittsylvania County, Virginia, in Deed Book 93, at page 14 et seq. (MAP)

AND BEING the same real estate conveyed to Virginia Land and Forest Corporation, by Bobby R. Payne, Jr. and Laura C. Payne, Husband and Wife, by Deed dated June 25, 1992, and of record in the aforesaid Clerk's Office in Deed Book _____, at page _____, and by Deed dated June 25, 1992, by Bobby R. Payne, Jr. and Laura C. Payne, Husband and Wife, and Michael S. Higgins, and of record in the aforesaid Clerk's Office in Deed Book _____, at page _____.

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2. PROPERTY OWNERS ASSOCIATION AND MAINTENANCE: Upon the sale of 75% of the total lots within The Landings At Leesville Lake, referred to in this document as the Subdivision, or at any time prior thereto at the discretion of the Grantor, all rights and responsibilities contained and reserved in this document will be delegated by the Grantor to a non-profit, non-stock Property Owners Association, to be called "The Landings At Leesville Lake Property Owners Association, Inc." referred to in this document as the "Association".

- A. Every person or entity, who is a record owner of Lots 1 through 35 in the subdivision shall be a member of the Association, and shall be entitled to one (1) vote for each lot owned, except the Grantor which shall be entitled to two (2) votes for each lot owned. Although non-association members, tenants and lessees of owners acquire, by virtue of their residence within the Subdivision, responsibilities of upkeep and maintenance and a duty to refrain from maintaining any violation of these Restrictive Covenants.
- B. The roadways, rights-of-ways and common area constructed throughout the subdivision are for the use in common of the Grantor, lot owners and their respective heirs, successors and assigns. This dedication shall not inhibit convenient use of the Subdivision's roadways, rights-of-way and common area.

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- C. (1) The Association shall maintain the rights-of-ways, roadways and common area within the Subdivision, and shall assess each lot from 1 through 35 on a pro rata basis, amounts necessary for the improvement and maintenance of said rights-of-ways, not to exceed \$100.00 per lot annually. The fee shall be \$100.00 per year until otherwise established by the Association. Grantor shall be exempt from any and all assessments.
- (2) All maintenance and upkeep of the roadways, rights of way and common area, including snow removal, will be done on the basis of competitive bids and only as required on demand of one or more of the property owners. No work will be undertaken where projected costs will exceed \$500.00 until the consent of 75% of owners of Lots 1 through 35 is obtained.
- (3) Upkeep and maintenance will be limited to that required by virtue of erosion and ordinary wear unless otherwise agreed to by all owners of Lots 1 through 35.
- 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 Pittsylvania 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. All property owners agree to attend a meeting of property owners, convened after at least one month's written notice, at which time an individual or individuals will be elected officers of the Association.
- F. No money shall be collected until the Association has held its first meeting and an officer or officers are elected to collect such funds.
- G. If it is decided by the Association that the annual maintenance fee needs to be increased or decreased, it shall be done only by an affirmative vote consisting of 75% of property owners of Lots 1 through 35.
- H. Each property owner shall be responsible for repair or any damage to roadways, rights-of-way and common area in the Subdivision, resulting from the willful or negligent acts of himself or his agents, servants 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 Virginia Land and Forest Corporation or the Association.
- I. All property owners agree to install driveways and drainage pipe to the state or county department of

highways and transportation specifications.

J. Grantor hereby agrees and covenants to construct
1) a boat dock, boat launch and parking area in
common area, and 2) improve existing roadways
including the widening of said roadways; said
construction and improvements to be completed no
later than October 1, 1992.

K. Upon creation of the Association, the grantor
will convey all roadways, rights-of-way and
common area to 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. Grantor 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.

4. LOT AND AREA USE: Each lot shall be used only for
residential and recreational purposes, and no
residence shall be erected, constructed,
maintained, used or permitted to remain on any Lot
other than one (1) single-family dwelling.

A. Temporary camping is permitted upon Subdivision
Lots by the owner thereof only through the

period March 1 to December 31 annually. Only equipment professionally manufactured for the purpose, such as tents, travel trailers/campers and recreational vehicles are permitted for use as camping shelters.

- B. Single wide mobile homes are permitted by Pittsylvania County as of the date of these covenants. Only mobile homes that are two (2) years or less in age and a minimum of 14 x 60 in size are permitted. The mobile homes must be set on a permanent foundation, and underpinned, with the tongues removed.
 - C. Double-wide homes which are sectional and/or modular shall be permitted provided that they have wood, vinyl, or masonite siding, asphalt shingle roofs and are installed on a permanent foundation with the tongue couplings removed.
5. NUISANCE:
- A. 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.
 - B. No junked or unsightly vehicles of any type or description or outbuildings may be left or abandoned on said lots.
6. MAINTENANCE: Each Lot owner shall promptly remove

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or otherwise dispose of any accumulation of trash, garbage or rubbish and at all times will maintain the Lot in a neat and sanitary condition. Lawns, trees and shrubbery shall be maintained in a neat and presentable fashion. Junked, inoperative, or unlicensed vehicles may not be stored or kept on any Lot.

7. RESERVATIONS:

- A. Grantor expressly reserves the right to impose violation of any of the provisions hereof, it shall be lawful for any other person or persons in owning any real estate situated in equity against the person or persons in violation or threatening to violate any such covenant, either to prevent or enjoin such violation or to recover damages or other dues for such violation.
- B. Grantor reserves the right to amend, delete, or add to these covenants and restrictions on an individual basis pursuant to individual Purchaser requests and requirements. Such amendments in accordance with this section will be accomplished by specific language in the individuals deeds or by supplementing these covenants and restrictions by separate recorded instrument.

8. 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

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instrument itself shall result in application of the most restrictive provision herein. Any structures and/or improvements located upon any 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.

The Grantor warrants and covenants that this conveyance is entered into and executed pursuant to resolution duly adopted by its board of Directors which has authorized its Vice-President to sign this instrument on behalf of the corporation.

WITNESS the following signature and seal:

VIRGINIA LAND AND FOREST CORPORATION

BY *[Signature]*

Vice-President

STATE OF Virginia

TO-WIT:

CITY/COUNTY OF Roanoke

The foregoing instrument was acknowledged before me this 30 day of June, 1992, by Hunter Wilson, a Vice-President and duly authorized officer of Virginia Land and Forest Corporation.

My Commission Expires: 10-31-93

[Signature]
Notary Public

PRESCOTT H. GAY, SR.
ATTORNEY AT LAW
FARMERSBURG, VA.

VIRGINIA:

St. R. Tax

Co. R. Tax

Transfer

Clerk

Grantor Tax

VSLF

CLERK'S OFFICE OF THE CIRCUIT COURT OF PITTSYLVANIA COUNTY

The foregoing instrument with acknowledgement was admitted to record on Sept 1 19 92 at 12:46 P.M. in

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Tesle H.F. HAYMORE, JR., CLERK

[Signature] Deputy Clerk