

OTS

070004333

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**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

OLD MCGHEE PLACE

Tax Map #72-A-35

This Declaration and Reservations of Covenants, Conditions and Restrictions is made and entered into this 5th day of June, 2007, by Watt R. Foster, Jr., (herein referred to as "Owner");

WITNESSETH:

WHEREAS, Watt R. Foster, Jr., is the owner/developer of a tract of land being a part of the property conveyed to him by deed dated January 7, 2005, recorded in the Clerk's Office of the Circuit Court of Campbell County at Instrument #050000559, and shown on a plat of survey entitled, "OLD MCGHEE PLACE...", Patrick Henry District, Campbell County, Virginia, dated March 14, 2005, revised August 25, 2005, made by William W. Dickerson, Jr., L.S., a copy of which plat is attached hereto;

WHEREAS, the Owner desires to establish a subdivision in accordance with the subdivision ordinance duly enacted by the Board of Supervisors of Campbell County, Virginia; and,

WHEREAS, the Owner hereby declares that the residential tracts (hereinafter referred to as "the tracts") shown on that certain plat of "Old McGhee Place" attached hereto, shall be held, transferred, sold and conveyed, subject to the easements, Covenants, Conditions and Restrictions set forth below, which shall run with the land for a period of 25 years from the date herein. The following Covenants, Conditions and Restrictions shall run with each tract and be binding on all parties having or acquiring any right, title and interest in any part thereof and which shall inure to the benefit of each owner thereof, to-wit:

1. All numbered lots shall be used for single-family residential purposes only and each lot shall constitute one residential building lot.
2. Any lot consisting of a total of 40 or more acres may be further subdivided into parcels of at least 20 acres. No subdivision of any lot or parcel shall create a lot or parcel of less than 20 acres.

PLAT
CABINET
C
SLIDE 11
PAGES
103-104

LAW OFFICE
OVERBEY, HAWKINS
SELZ & WRIGHT
RUSTBURG, VIRGINIA

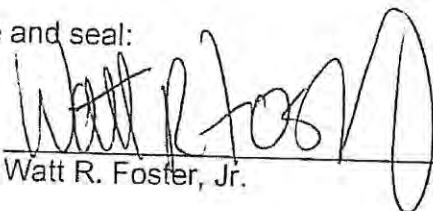
3. Any number of lots or parcels may be combined to form one lot or parcel if the resulting lot or parcel is 20 acres or more.
4. No dwelling shall be erected, placed, or permitted to remain on any lot other than one single-family dwelling. All dwellings shall not exceed two and one half stories in height at the elevation facing the street.
5. The minimum finished area must be 1850 square feet for a one story house and 2100 square feet for a two story house. This is exclusive of garages, porches and basements.
6. The exposed exterior foundation walls (above grade level) of any residence or dwelling constructed on any lot shall be faced with brick, stone or dryvit and shall not be bare concrete, cinder block or masonry. In addition, the exposed exterior surface of all chimneys shall be faced with brick, stone or dryvit. Any gas or wood fireplace appliance built into any dwelling shall be located to the inside of the dwelling or if to be located to the outside, it shall be enclosed in a chimney.
7. The front and side setback shall conform to the A-1 Campbell County Zoning and Subdivision Ordinance.
8. All detached buildings shall be of a permanent type construction, and the design and construction thereof shall be in keeping with the architecture of the main dwelling house. All detached buildings must be accordance with all subdivision ordinances of Campbell County.
9. No dwelling shall be erected on any lot unless construction of said dwelling is made under contract with a licensed general contractor. Construction of any dwelling must be completed within twelve (12) months from the commencement of construction.
10. Seeding of yards must be done within 90 days of completion of dwelling. Landscaping (shrubs, bushes, flowers, etc.) on the front elevation of the dwelling, must be planted within 180 days of completion.
11. No obnoxious or offensive activity shall be carried on within the subdivision nor shall anything be done which shall constitute a nuisance to the other property owners.
12. No permanent sign or billboard of any nature shall be erected or maintained on any lot except signs of the usual and customary size and design offering the property for sale.
13. No house trailer, mobile home, double-wide, manufactured or log home shall be permitted at any time on any lot. Stick built homes or modular homes are the only construction type allowed.

14. After purchase from the developer, each property owner shall keep his property free from tall grass, dead trees, trash and rubbish and shall properly maintain this property so as to present a pleasing appearance. No debris, junk, used appliances, or household goods shall be located outside of a garage or other building so as to be visible from any other lot. No building materials (except during construction), unlicensed or inoperable vehicles or inventories may be stored outside at any time. Storage of firewood and trash containers shall be restricted to the rear yard.
15. Generally recognized house or yard pets may be kept and maintained on a lot provided said pets are not kept in such numbers as to create, in the judgment of the developer, a nuisance to the neighbors. Animals not recognized as house or yard pets including horses, goats, swine, sheep, cattle, poultry and any other barnyard or zoo type animal are not allowed to be kept on parcels under 15 acres without written consent of the developer which must be renewed on an annual basis. Animals that are aggressive in any way, in the opinion of the developer are not permitted.
16. On parcels 15 acres or larger (or if separate contiguous parcels are owned by the same identical person and total 15 acres or more), reasonable numbers, in the judgment of the developer, of farm type animals may be kept on such properties so long as such activities do not in the judgment of the developer, create a nuisance for other lot owners.
17. Recreational equipment, swing sets or other Tot lot type equipment shall be allowed within the rear yard area only.
18. No satellite dishes larger than 24" in diameter shall be permitted. Satellite dishes shall be placed in the rear yard or mounted on the dwellings in a manner so that they are not, in the opinion of the developer, obtrusive.
19. Any structure that was destroyed in whole or in part by fire or any other casualty must be rebuilt or removed. Restoration or demolition and removal of damaged structure must be commenced within 90 days of the casualty. If the structure is to be demolished, it must be demolished and all debris removed within 6 months. If rebuilding the restoration/construction shall be completed within 12 months. Such restoration and rebuilding shall be conducted and approved in the same manner as any new construction or modification by the Developer.
20. The developer reserves for himself, his successors and assigns, the right to close, relocate streets, and open new streets from this subdivision to property outside the subdivision, to change and modify the subdivision plan by changing the size and shape of any lot shown thereon including any building setback, yard or dwelling are requirement. The developer shall have the right to modify those restrictions unilaterally until such time as he no longer owns any lots in the subdivision; no such modification shall substantially impair the rights of any owner of any lot

previously conveyed.

- 21. Notwithstanding any provisions in paragraph #20, the restrictions set forth above, inclusive, shall be covenants running with the land and shall be binding and effective upon the land in the subdivision for a period of twenty-five (25) years next ensuing from the date hereof, however, any of said restrictions may be extended, altered, amended, modified or extinguished with the consent of seventy-five (75) percent of the owners of lots in this subdivision, and the same shall be accomplished by a writing recorded in the Clerk's Office for the Circuit Court of the County of Campbell, Virginia.
- 22. The developer shall have the exclusive right to enforce these restrictions until such time as the developer no longer owns any lots in "Old McGhee Place"; after developer no longer owns any lot, any owner shall have the right to enforce these restrictions by appropriate legal action. At that time the owners of 51% of the lots shall succeed to and have all rights granted to the developer in this instrument. The developer reserves the right to assign its rights hereunder to a successor developer. Should the developer, or any owner after the developer, no longer owns any lots, bring an action to enforce these restrictions and shall prevail in such action, then the owner against whom the action was brought shall be responsible for all of the costs of the action, including attorney fees. The owner/developer of this subdivision is Watt R. Foster, Jr., and his successors or assigns.

WITNESS the following signature and seal:

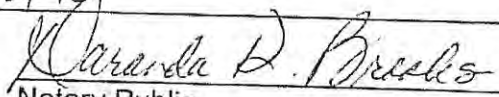
 (SEAL)
 Watt R. Foster, Jr.

STATE OF VIRGINIA,

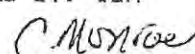
County of Campbell, To-Wit:

The foregoing instrument was acknowledged before me this 5th day of June, 2007, by WATT R. FOSTER, JR.

My commission expires 7-31-10


 Notary Public

INSTRUMENT #070004333
 RECORDED IN THE CLERK'S OFFICE OF
 CAMPBELL COUNTY ON
 JUNE 5, 2007 AT 09:42AM
 DEBORAH E. HUGHES, CLERK

RECORDED BY: CSM




OFFICIAL RECEIPT
CAMPBELL COUNTY CIRCUIT COURT
DEED RECEIPT

DATE: 06/05/07 TIME: 09:42:23 ACCOUNT: 031CLR070004333 RECEIPT: 07000007887
CASHIER: CSM REG: YA22 TYPE: REST-PL PAYMENT: FULL PAYMENT
INSTRUMENT : 070004333 BOOK: PAGE: RECORDED: 06/05/07 AT 09:42
GRANTOR: OLD MCGHEE PLACE EX: N LOC: CO
GRANTEE: FOSTER, WATT R; JR EX: N PCT: 100%
AND ADDRESS :
RECEIVED OF : WATT R FOSTER JR DATE OF DEED: 06/05/07
CHECK: \$61.00
DESCRIPTION 1: PLAT CABINET C SLIDE 11 PAGES 103 & 104 PAGES: 4
2: NAMES: 0
CONSIDERATION: .00 A/VAL: .00 MAP: 72 A 35
PIN:
301 DEEDS 41.50 145 VSLF 4.50
106 TECHNOLOGY TRST FND 15.00
TENDERED : 61.00
AMOUNT PAID: 61.00
CHANGE AMT : .00

CLERK OF COURT: DEBORAH E. HUGHES

PAYOR'S COPY
RECEIPT COPY 1 OF 3