

GREEN HILL FOREST

Sections 5 through 9

DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS DECLARATION, made this 2nd day of August, 1978, by TUSCARORA LAND CO., a Pennsylvania Corporation, hereinafter referred to as "Declarant".

W I T N E S S E T H :

That, whereas, Declarant is the owner of certain real property in Warren County, Virginia, having acquired the same, together with other property, by deed recorded in Deed Book 256, at Page 348 in the Clerk's Office of the Circuit Court of Warren County, Virginia, which is more particularly described as follows:

Sections 5, 6, 7, 8 and 9, GREEN HILL FOREST, as the same is duly dedicated, platted and recorded in the Clerk's Office of the Circuit Court of Warren County, Virginia in Deed Book 202, at Page 603; and Deed Book 221, at Page 370.

WHEREAS, the Declarant will convey the said property subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, reservations and conditions, all of which are for the purpose of enhancing and protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title, or interest in the above described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each and every owner thereof.

ARTICLE I

DEFINITIONS

1. "Association" shall mean and refer to Green Hill Forest Community Association, its successors and assigns, and organization now in existence.
2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such addition thereto as may hereafter be brought within the jurisdiction of the Association.
4. "Lot" shall mean and refer to any numbered plot of land shown upon any recorded subdivision plat of the Properties, with the exception of Lot No. 96 (commercial lot).
5. "Declarant" shall mean and refer to Tuscarora Land Company, its successors and assigns if such successors or assigns should acquire the remaining undeveloped Lots from the Declarant for the purpose of development.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS

1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.
2. The Association shall have two classes of voting membership:
 - Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.
 - Class B. The Class B member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:
 - (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
 - (b) on January 1, 1980.

ARTICLE III

COVENANT FOR MAINTENANCE ASSESSMENTS

1. The Declarant hereby covenants, and each Owner of any Lot, by acceptance of a deed therefore, is deemed to covenant and agree to pay to the Association, beginning the first day of January next after a road giving adequate access to such Lot shall have been completed, an annual fee for road maintenance, which, together with interest, costs, and reasonable attorney

fees, shall be a lien upon the Lot against which such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney fees, shall also be the personal obligation of the Owner of such Lot at the time the assessment fell due. The amount of such fees shall be determined from time to time by a two-thirds vote of the Association; provided that the amount assessed against the Owners of Lots on which dwellings have been constructed shall be double the amount assessed against Owners of Lots without dwellings; and provided further, that the Owner of more than one Lot shall be assessed the same fee as the Owners of single Lots, unless more than one dwelling is built on such Lots, in which case such Owner shall be assessed separately for each dwelling built on his Lots.

2. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eight percent (8%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property.

3. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to first mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE IV

ARCHITECTURAL CONTROL

No building, fence, wall, structure, driveway, or other improvement shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or alteration therein be made until the detailed plans and specifications therefore, and a plat plan showing the proposed location thereof, shall have been submitted to and approved in writing as to harmony of external design and materials and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. No excavation of stone, gravel, or earth shall be made on any Lot except pursuant to a plan of construction approved as above.

ARTICLE V

USE RESTRICTIONS

1. Lots may be used only for single-family residential purposes and for purposes incidental or accessory thereto, including a guest apartment or guest house, which may be rented when not otherwise occupied. No dwelling may be constructed or maintained on any Lot with a ground floor area of less than 800 square feet, exclusive of porches and garages; provided that the Board of Directors of the Association may authorize a lesser area

in unusual cases where justified by architectural design, location on Lot, and landscaping. Nor shall any dwelling be erected less than fifty (50) feet from the side or rear line of any Lot, nor less than seventy-five (75) feet from the center line of any sixty foot road right-of-way; provided that the Board of Directors of the Association may authorize lesser set backs where dictated by terrain conditions; and provided, that side line set-backs shall not apply to a property line between lots in single ownership.

2. No structure of a temporary character, trailer, basement, tent, garage, or other outbuilding shall be used at any time as a residence. No construction shed or other temporary structure shall be permitted to remain on any Lot for more than six months. All exterior construction of any dwelling, outbuilding, or other structure must be completed within eight months after construction is commenced.

3. No Owner shall erect or suffer to be erected any structure within, or otherwise obstruct, any easement across his Lot, nor divert or otherwise interfere with the natural flow of surface water, nor obstruct any drainage ditch. No parking is permitted upon any road within the Properties at any time; and as part of the development of any Lot, the Owner shall provide adequate off-street parking for himself and his guests.

4. No sign of any kind larger than one square foot shall be displayed on any Lot, except temporary signs in connection with the construction, lease or sale of buildings or Lots, and except street names and directional signs.

5. No animals, livestock, or poultry of any kind shall be kept on any Lot, except that the usual, small domestic pets may be kept; provided, that they are not raised, bred, or kept for any commercial purpose, and only so long as such pets are of a quiet and inoffensive nature and are not permitted to run unattended outside Owner's property. The Board of Directors of the Association may waive this restriction as it applies to horses, provided suitable facilities are erected by Owner to insure that such horses will not constitute an annoyance to other Owners.

6. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the community. Without exclusivity, the following items and activities must be thoroughly screened by appropriate planting or a fence of approved design:

- a. The airing or drying of laundry or clothing of any kind.
- b. Refuse containers. (All refuse must be kept in closed, sanitary containers at all times.)
- c. Fuel storage tanks.
- d. Garden equipment and supplies.
- e. Stored raw materials

7. The Owner shall maintain, repair, and restore, as necessary, the exterior of any building or other improvements erected on any Lot owned by him. Owners likewise agree to repair and restore promptly to its prior condition any part of a subdivision road damaged by equipment of Owner or his contractor en route to or from Owner's Lot. All Lots, improved or unimproved, must be maintained by Owner in a neat and orderly condition at all times. No garbage, refuse, trash, or inoperative vehicle or other debris shall be permitted to accumulate or remain on any Lot. In the event any Owner shall fail to discharge his aforesaid responsibilities in a manner satisfactory to the Board of Directors of the Association, the Association, upon a two-thirds (2/3) vote of its Board of Directors, and after fifteen (15) days notice to the Owner, shall have the right, through its agents and employees, to enter upon said Lot and perform necessary maintenance, repairs and restoration, or to remove any offending material or object. Such

action shall not be deemed a trespass, and the cost of same when performed by the Association shall be added to and become a part of the assessment to which such Lot is subject.

8. No part of any Lot may be sold or used as a road or right-of-way to any land outside the Properties without the advance, written permission of Declarant.

9. The Association, by a vote of two-thirds (2/3) of its members may make additional rules for the use of the Properties, which, together with the above, may be enforced by fines or other penalties.

ARTICLE VI

GENERAL PROVISIONS

1. Declarant reserves the right to re-plat any Lot or Lots prior to delivery of a deed to an original purchaser. Nothing herein shall be construed to prevent Declarant from imposing additional covenants or restrictions on any Lot not already conveyed by it.

2. Declarant reserves easements for installation and maintenance of public utilities between the property lines and the building restriction lines of all Lots, in addition to easements reserved by any other instrument duly recorded.

3. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any provision herein contained shall in no event be deemed a waiver of the right to do so thereafter.

4. Additional residential property may be annexed to the Properties with the consent of two-thirds (2/3) of the members of the Association; provided, that additional property within the area described in Deed Book 202, at Page 603 of the land records of Warren County, Virginia, may be annexed by the Declarant without the consent of the Association within five years of the date of this instrument.

5. The covenants, restrictions, and other provisions of this Declaration shall run with and bind the land for a term of twenty years from the date this Declaration is recorded, after which they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners.

6. Invalidaion of any of the covenants, restrictions, or other provisions of this Declaration by judgement or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

WITNESS the following signature and seal:

TUSCARORA LAND CO.,

BY:


DUANE B. DILLARD, President

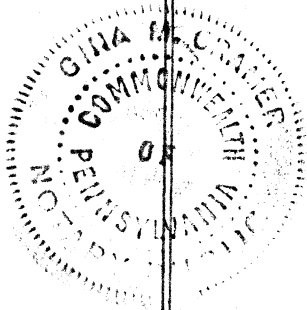
STATE OF Pennsylvania

CITY/COUNTY OF Franklin

I, Gina M. Cramer, a Notary Public in and for the State and City/County aforesaid, do hereby certify that Duane B. Dillard, President of Tuscarora Land Co., whose name is signed to the foregoing, has this day personally appeared and acknowledged same before me in my State and City/County aforesaid.

Given under my hand this 21st day of August, 1978.

My commission expires the 26 day of January, 1981.



Gina M. Cramer (SEAL)
NOTARY PUBLIC

GINA M. CRAMER, Notary Public
Chambersburg, Franklin Co., Pa.
My Commission Expires Jan. 26, 1981

In the Clerk's Office of the Circuit Court of Warren County,
Virginia, Aug. 23, 1978 at 10:20 M. This instrument was
received and, with the certificate annexed, admitted to record.

Edward M. Matthews
Clerk

GREEN HILL FOREST
Sections Five Through Nine
CORRECTION DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made this 9th day of September 1978, by TUSCARORA LAND CO., a Pennsylvania Corporation, hereinafter referred to as "Declarant".

W I T N E S S E T H :

THAT, WHEREAS, by deed dated August 21, 1978 and recorded among the land records of Warren County, Virginia, in Deed Book 258 at Page 241, Declarant imposed certain easements, restrictions, covenants, reservations, and conditions upon Sections Five through Nine, GREEN HILL FOREST, as the same is duly dedicated, platted and recorded among the said land records in Deed Book 202, at Page 617, et seq.

WHEREAS, Declarant, being the sole owner of said real estate, wishes to amend the said Declaration as hereinafter set forth:

NOW, THEREFORE, Declarant hereby declares that Paragraph 2, of Article II of said Declaration is amended to read as follows:

2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in Class B membership, or
- (b) on January 1, 1983.

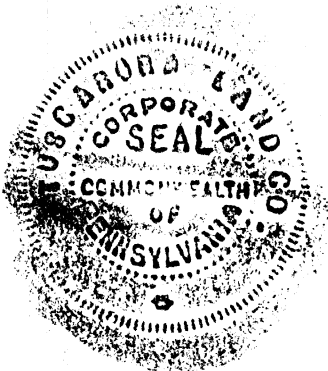
WITNESS the following signature and seal:

TUSCARORA LAND CO.

BY:


DUANE B. DILLARD, President

(SEAL)



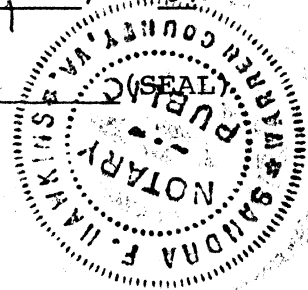
STATE OF VIRGINIA
COUNTY OF WARREN

I, Sandra F. Hawkins, a Notary Public in and for the State and County aforesaid, do hereby certify that Duane B. Dillard, President of Tuscarora Land Co., whose name is signed to the foregoing, has this day personally appeared and acknowledged same before me in my State and County aforesaid.

Given under my hand this 9th day of September, 1978.

My commission expires the 11th day of May, 1981.

Sandra J. Hawkins
NOTARY PUBLIC



In the Clerk's Office of the Circuit Court of Warren County, Virginia, Sept 18 1978 at 11:07 A.M. This instrument was received and, with the certificate annexed, admitted to record.

Tester Edmond M. Matthews Clerk