

RECORDATION OF PLAT AND
PROTECTIVE COVENANTS AND RESTRICTIONS

EXAMINED
MAR 20 1973
Rec. Conrad
Letter to Mpl
J. Sissel

Attached to this writing is a plat with the legend "PINEY MOUNTAIN ACRES", made by John McNair and Associates, Consulting Engineers, dated October 30, 1972.

The lands shown on this plat have been subdivided into one hundred sixteen (116) lots.

This land is owned by Massanutten Development Company (a joint venture) and is a portion of that acquired by two deeds, (a) one from Grace A. Wonderly, et als, dated December 14, 1971, recorded in Deed Book 401, at page 376, and (b) the other from Frank N. Morris and Mary V. Morris, husband and wife, dated August 17, 1972, recorded in Deed Book 408, at page 412.

This land is zoned by Rockingham County, Virginia, as "Residential Planned Community, District R-4", which zoning permits private roads.

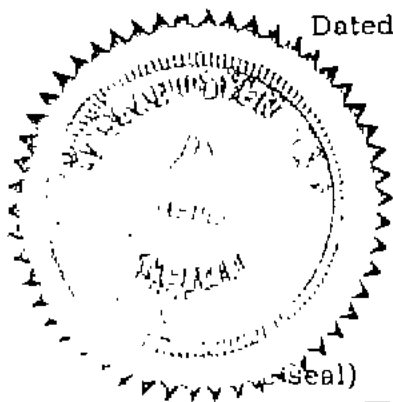
The land shown on said plat as "Reserved" is not included in this writing and is not subject to any of the restrictive covenants later mentioned.

Likewise attached to this writing is a list of "Protective Covenants and Restrictions" which are hereby declared to affect this subdivision, as shown on such plat and no others and which shall run with the land for the term set out therein.

The owner of this land does not, by recordation of said plat, dedicate the streets, roads, alleys, easements, or open space to public use but, rather, hereby specifically reserves title to said streets, roads, alleys, easements, and open space, the use of the open space, however, being subject to Protective Covenant No. Thirty-one (31). The owner does hereby guarantee to purchasers of lots in said subdivision the right to use said streets, roads and alleys.

Approval of the final plan for this unit was given by the Planning Commission of Rockingham County, Virginia, at its meeting of January 2, 1973.

Dated: March 9, 1973.



MASSANUTTEN DEVELOPMENT COMPANY,
a joint venture

By MASSANUTTEN INC., a joint venturer

By [Signature]
Vice President

ATTEST:
[Signature]
Secretary

STATE OF VIRGINIA
COUNTY OF ROCKINGHAM

The foregoing instrument was acknowledged before me this 9th day of March, 1973, by James R. Sipe, Vice President of Massanutten Inc., a joint venturer of Massanutten Development Company, a joint venture.

My commission expires May 20, 1974.

I WAS COMMISSIONED
NOTARY AS JO ANN FURR

[Signature]
Notary Public

PROTECTIVE COVENANTS AND RESTRICTIONS

1. EXCEPT WITH WRITTEN APPROVAL OF MASSANUTTEN DEVELOPMENT COMPANY, NO OPEN FIRES WILL BE PERMITTED ON ANY LOT AT ANY TIME. THIS PROHIBITION PRECLUDES THE BURNING OF BRUSH, LEAVES, OR RUBBISH OF ANY KIND, AND FURTHER PRECLUDES THE LIGHTING OF CAMPFIRES AT ANY TIME OR IN ANY PLACE WITHIN MASSANUTTEN.

2. These lots are restricted to residential use and nothing but single family, private dwellings or residences designed for occupancy by one family shall be erected thereon except on those lots designated for multi-family and commercial use.
3. The plans for any dwelling placed or altered on any lot shall be approved in writing by the Architectural and Ecological Control Committee (hereinafter called "Committee") prior to the commencement of construction, placement or alteration. The Committee shall have the right to enforce any building or construction code now or hereafter adopted by the Developer, unless such code is less restrictive than one governing these lots and adopted in the future by appropriate governmental authority, in which case, the more restrictive code shall prevail. Refusal or approval of plans or specifications may be based by the Committee upon any ground, including purely aesthetic consideration, which, in the sole and uncontrolled discretion of the Committee shall seem sufficient. No alterations may be made in such plans after approval by the Committee except by and with its written consent. No alterations in the exterior appearance of any building or structure shall be made without like approval by the Committee. In exercising its powers in this connection, the Committee shall not be unreasonable and will apply such standards that will inure to the benefit of the entire Development. The Committee or a representative shall have the right to inspect the building during construction to determine compliance with the approved plans and specifications and the said building code. Where discrepancies exist, the Committee may require corrective work or, where warranted, in its opinion, it may issue a notice to cease construction until compliance is assured to its satisfaction. Failure to heed notice of the Committee shall operate as a default of this covenant and shall give to the Developer in addition to its rights under general law the rights and powers set out in Covenant No. 35 hereof.
 - (a) The Committee shall consist of at least five (5) members appointed by MASSANUTTEN DEVELOPMENT COMPANY (herein sometimes called the "DEVELOPER").
 - (b) Three (3) sets of all construction plans to include specifications for any structure plus interior and exterior elevations, exterior materials, color selections, and landscaping plans must be presented to the Committee for approval. These plans shall also include a topographical map or plat, showing contours of the land in at least five (5) feet intervals and showing on such map the location of the structure to be built, the approximate amount of clearing proposed to be done on the lot and the approximate location and number of trees to be cut for construction.
4. Unless otherwise approved in writing by the Committee, the ground floor living area of residences constructed on said lots, exclusive of one story open porches or garages, shall be not less than 1,000 square feet in the case of a one story structure and in case of a multiple family dwelling, at least 800 square feet on the main floor and 400 square feet in each additional floor (except this requirement may be lessened in Committee's discretion where the main floor contains at least 1,000 square feet). The Committee shall have the right to determine which floor constitutes the "main floor". No single family residence shall exceed 35 feet in height as measured from the lowest floor level.
5. The exterior of all buildings must be completed within nine (9) months after start of construction or placement.
6. Any structure erected or placed on any lot shall be set back twenty-five (25) feet from front and rear lot lines and ten (10) feet from each side lot line, unless Committee allows variances and adjustments in order to overcome practical difficulties and prevent unnecessary hardships in the application of the provisions contained herein.

7. No signs of any nature shall be displayed to the public view without first obtaining a written approval from Committee, except that one (1) sign of not more than two (2) square feet, showing the owner's name and the name of the premises shall be permitted on a lot, but in no event shall said sign measure more than three (3) feet in length or height. No "for sale" signs are allowed, without written approval of DEVELOPER.
8. In order to assure that houses will be located with regard to topography of each individual lot, the Committee reserves unto itself, its successors and assigns, the right to control absolutely, and solely to decide, the precise site and location of any house or dwelling upon any lot, or building plot consisting of more than one lot provided, however, that such location shall be determined only after reasonable opportunity is afforded the lot owner to recommend a specific site.
9. Trees may be limbed up from the ground to any reasonable height not to exceed eight (8) feet and in a manner to avoid killing said trees. Brush, diseased or dead trees may be removed at any time.
10. No trees may be removed without the written approval of Committee. No trees shall be removed from any lot until the owner shall be ready to begin construction, without the consent of the Committee. The DEVELOPER does, however, reserve the exclusive right to remove trees as may become necessary for the development of roads, streets and recreational amenities. No stream, watercourse, or spring on or near any lot may be dammed, blocked, impounded, or otherwise altered in any way without written permission of DEVELOPER. No fences shall be constructed without written permission of DEVELOPER.
11. No outside toilet shall be constructed on any lot. Individual water wells shall be constructed on lots only with written approval of the Committee. All plumbing fixtures, dishwashers, toilets or sewage disposal systems shall be connected to the community sewage system, and/or water system as those utilities become available.
12. No temporary structure or other outbuilding shall be placed or erected on any lot; provided, however, that Committee may grant permission for any such temporary structure for storage materials during construction. No such temporary structure as may be approved shall be used at any time as a dwelling place.
13. No mobile home, house or travel trailer, camper unit, tent or other temporary living quarters shall be placed, maintained or occupied on any lot.
14. No fowl, swine, cattle, sheep, goats, horses or other domestic or wild animals shall be kept or maintained on any lot. This restriction shall not apply to dogs, cats or other small domestic animals that are of a quiet and unoffensive nature.
15. No stripped down, partially wrecked, or junk motor vehicle or sizeable part thereof, shall be permitted to be parked on any street or on any lot in such manner as to be visible to the occupants of other lots or to the users of any street, road, ski slope, or golf course therein. No truck larger than three-quarters (3/4) ton shall be parked for overnight (or longer) storage, on any lot in such a manner as to be visible to the occupants of other lots or the users of any street, road, ski slope or golf course, except those vehicles which will be necessary during the actual period of construction.
16. Every tank for the storage of fuel installed outside any building shall be buried below the surface of the ground. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground, screened or so placed and kept as not to be visible from any street, road, ski slope, or golf course at any time except during refuse collections.

17. No owner of any lot shall build or permit the building thereon of any dwelling house that is to be used as a model house or exhibit unless prior written permission to do so shall have been obtained from the DEVELOPER. With DEVELOPER approval, all such model houses or exhibits shall be marked as such in a manner to be prescribed by DEVELOPER.
18. All lots, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such a manner as to prevent their becoming unsightly by reason of unattractive growth on such lot or the accumulation of rubbish or debris thereon. In the event any such lot or improvement thereon is not so maintained, MASSANUTTEN DEVELOPMENT COMPANY shall have the right, through its agents and employees, to enter thereon for the purpose of maintenance, restoration or repair, the cost of which shall be added to and become a part of the annual charge to which lot may be subject.
19. No noxious or offensive activities shall be conducted on any lot nor shall anything be done on any lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood.
20. No improvement which has been partially or totally destroyed by fire or otherwise shall be allowed to remain in such state for more than three (3) months from the time of such destruction.
21. No trash, ashes, garbage or other refuse shall be dumped or stored on any lot nor be thrown into or on any street, roadway, bridle path, hiking trail, or other route of general access.
22. In order to enhance the appearance and orderliness of Massanutten, the MASSANUTTEN DEVELOPMENT COMPANY hereby reserves for itself, its successors and assigns, the exclusive right to operate or cause to be operated a commercial scavenging service within Massanutten for the purpose of removing garbage, trash, and other like household refuse. The charge to be made for such refuse collection and removal service shall be at a reasonable rate commensurate with the rates charged by commercial scavengers serving other areas of high standards.
23. No exterior television or radio antenna of any kind shall be constructed or erected on any lot or residence after such time as a community antenna television (CATV) system has been made available to residences at rates of charge for installation and monthly service commensurate with the rates charged by comparable CATV systems.
24. DEVELOPER reserves unto itself, its successors and assigns, a perpetual, alienable and releaseable easement over, upon, across and under each lot for the erection, maintenance, installation and use of electrical and telephone poles, wires, cables, conduits, sewers, water mains, gas, or other public conveniences or utilities, but after approval of construction and site location plans by the Committee this easement shall cease as to that part of each lot as is covered by the dwelling or building. DEVELOPER may further cut drainways for surface water wherever and whenever such action may appear to DEVELOPER to be necessary in order to maintain reasonable standards of health, safety and appearance. It further reserves the right to locate wells, pumping stations, and tanks within residential areas on any walkway, or any residential lot designated for such use on the applicable plat of a residential subdivision. Such rights may be exercised by any licensee of DEVELOPER but this reservation shall not be considered an obligation of DEVELOPER to provide or maintain any such utility or service.
25. It is agreed that as soon as a sufficient number of lots have been sold in Massanutten a non-stock property owners' association shall be formed with one membership per lot or one vote per lot and that this association in conjunction with the DEVELOPER shall establish reasonable annual assessment charges for road maintenance and maintenance of the trails and recreational areas, it being understood that the DEVELOPER, its officers and directors shall exercise three (3) votes for each un-sold lot in the entire Massanutten project. DEVELOPER shall not be assessed for any charges for lots owned by it.

26. All covenants, restrictions and affirmative obligations set forth in this declaration shall run with the land and shall be binding on all parties and persons claiming under them for a period of twenty-five (25) years from the date of recordation of the plat of this unit, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of lots affected by such covenants has been recorded, agreeing to change said covenants in whole or in part. No restriction or covenant herein is intended to be used nor shall any restriction or covenant be used by any lot owner or DEVELOPER to discriminate against any person, whether a lot purchaser or prospective purchaser upon resale by a lot owner, upon the basis of race, creed, color, or national origin.
27. No residence shall be occupied until construction thereof is at least ninety per cent (90%) completed, except with written approval of MASSANUTTEN DEVELOPMENT COMPANY.
28. No room or rooms in any dwelling on a lot shall be leased or rented for any period of time. However, a dwelling or rooms therein may be rented pursuant to an agreement made by the owner with MASSANUTTEN DEVELOPMENT COMPANY.
29. Each lot owner shall construct and maintain suitable and adequate parking space on his lot for parking of his vehicles and the parking of vehicles of his guests so that said vehicles when parked shall not obstruct or interfere with vehicular travel on any of the roadways in said development.
30. Hunting of wild animals or fowl on the Massanutten project is prohibited except with written approval of MASSANUTTEN DEVELOPMENT COMPANY.
31. The land in this subdivision unit is now zoned by Rockingham County, Virginia, as "Residential Planned Community, District R-4". The portion of the land in this unit which is designated on the plat as "Open Space" shall be used only for the purposes permitted under such zoning as now in effect or hereafter amended. Such "open space" may, however, be conveyed to others but in any deed or deeds of conveyance appropriate language shall be inserted to insure and guarantee that the land is used only for the purposes aforesaid.
32. In the construction of driveways purchasers of all lots shall use culvert or drainage pipe of an adequate size and type for drainage purposes, and the size and type of such pipe must be approved by the DEVELOPER. After completion of construction of homes, driveways and other permitted improvements, the grounds shall be left with a neat and orderly appearance with all trash and debris removed.
33. Except with written approval of DEVELOPER, no lot shall be re-subdivided.
34. These covenants are to be recorded with the plat of the unit or portion of the lands of MASSANUTTEN DEVELOPMENT COMPANY to which they relate or apply. They are not to be construed as relating to or binding any other units or subdivisions of Massanutten.
35. In the event of a violation or breach of any of these restrictions by any property owner, or agent of such owner, the owners of lots in the neighborhood, or any of them jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach of such terms in any event. In addition to the foregoing, DEVELOPER shall have the right, whenever there shall have been built on any lot any structure which is in violation of these restrictions, to enter upon the property where such violation

exists, and summarily abate or remove the same at the expense of the owner, if after thirty (30) days written notice of such violation, it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation, restriction or condition contained in this Declaration of Protective Covenants and Restrictions, however long continued, shall not be deemed a waiver of the rights to do so hereafter, as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

36. The invalidation by any court of any restrictions in this Declaration of Protective Covenants and Restrictions contained shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

VIRGINIA: In the Clerk's Office of the Circuit Court of Rockingham County. The foregoing instrument was this day presented in the office aforesaid, and is, together with the certificate of acknowledgment annexed, admitted to record this 9 day of March 1973 at 11:50 A.M. I certify that taxes were paid when applicable:
Sec. 58-54 - State _____ County _____ City _____
Sec. 58-54.1 - State _____ County _____ City _____ Transfer _____
Recording 13.00 TESTE: GEORGE W. KEMPER, CLERK.

Deed Book No. 117 Page 429

DEED OF TRUST

This DEED, made this 8th day of March, 1973 by and between

David W. Brown, Inc

referred to as Grantor, and Henry C. Clark and Stephen V. Bradshaw, hereinafter who reside in Harrisonburg, Virginia, and Harrisonburg, Virginia, respectively, Trustees, hereinafter referred to as Trustees:

WITNESSETH: That for and in consideration of the provisions of this deed and of \$1.00 cash in hand paid, the receipt whereof is hereby acknowledged, the Grantor does hereby grant and convey unto the Trustees, with general warranty, the following described property:

1. All that certain lot or parcel of land, situate in the City of Harrisonburg, Virginia, and fronting on the northern side of East Market Street of said City, more particularly described by metes and bounds according to a survey of Donn L. Devier, C.L.S. dated January 27, 1973, as follows:

Beginning at an iron pin at the back edge of a concrete sidewalk in the northern line of E. Market Street, said pin being 91.15 feet from the western line of Broad Street; thence along the line of Market Street N 79° 03' W, 65.40 feet to an iron pin, the corner of the Klingstein lot; thence along the line of the Klingstein lot N 13° 10' E, 154.19 feet to an iron pin in the Klingstein line and being the southwestern corner of Kathryn Garber Hawse; thence along the line of said Hawse S 79° 37' 40" E, 65.40 feet to an iron pin in the Hawse line and being the northwestern corner of the Line-weaver lot; thence along the lines of Lineweaver, Figgatt and Keyser S 13° 10' W, 154.85 feet to the beginning, and containing 10,093 square feet, more or less, and being the same property which was conveyed to the party of the first part by the deed of James Atlee Cline, et al, dated February 1, 1973, and recorded in the Clerk's Office of the Circuit Court of Rockingham County in Deed Book 416, Page 276.

2. All that certain lot or parcel of land, situate and fronting on the north side of East Market Street, in the City of Harrisonburg, Virginia, and designated as 262 East Market Street, and being the same tract of land which was designated as Parcel 5 in a certain deed from Beulah L. Klingstein to E. L. Klingstein, dated August 20, 1935, recorded in the Clerk's Office of the Circuit Court of Rockingham County, Virginia, in Deed Book 90, Page 73, and which was conveyed unto Beulah L. Klingstein by deed from Virginia Payne Hunton, dated January 29, 1935, recorded in the Clerk's Office aforesaid, in Deed Book 161, Page 7, and therein described as being bounded according to a survey made by A. R. Myers, Surveyor, on January 29, 1935, as follows:

MAR 23 1973
Del. to United Virginia Bank
O. L. L. L.

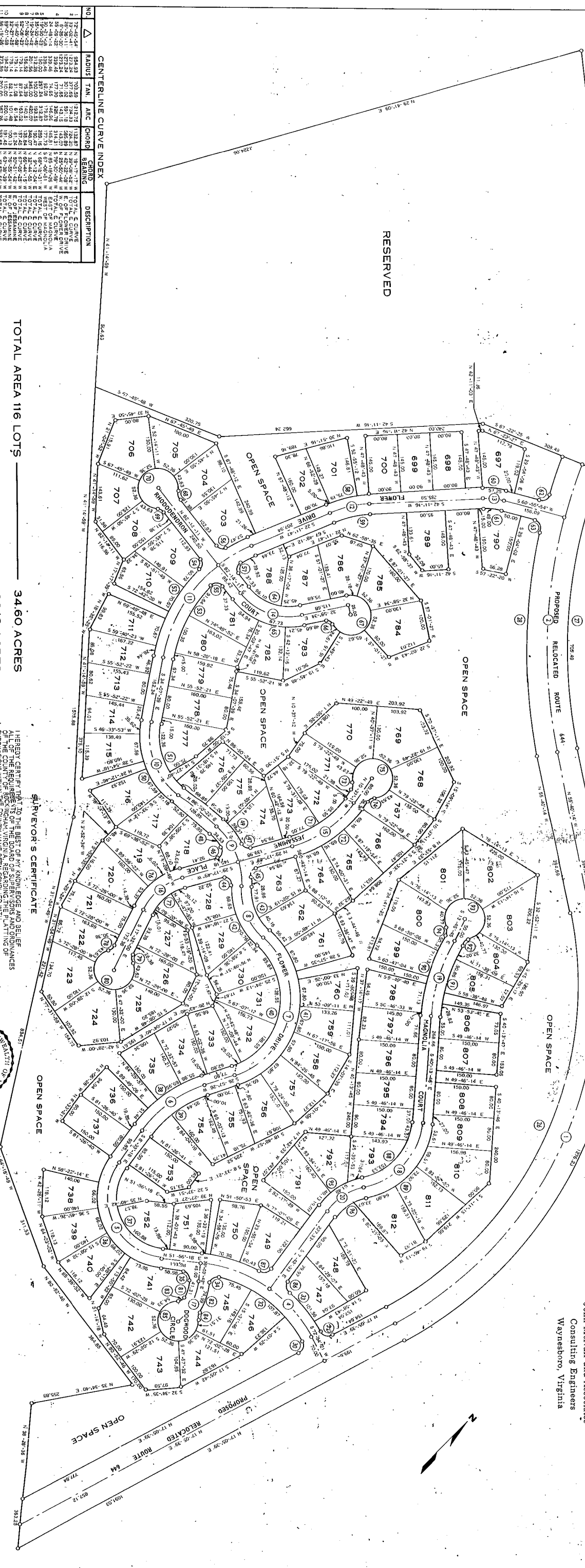
PINEY MOUNTAIN ACRES FOR ROCKINGHAM COUNTY, VIRGINIA

MASSANUTTEN DEVELOPMENT COMPANY

October 30, 1972

John McNair and Associates
Consulting Engineers
Waynesboro, Virginia

PROPERTY LINE CURVE INDEX															
NO.	Δ	RADIUS	TAN	ARC	CHORD	BEARING	DESCRIPTION	NO.	Δ	RADIUS	TAN	ARC	CHORD	BEARING	DESCRIPTION
1	Δ	100.00	0.0000	0.0000	0.0000	N 0° 00' 00" E	TOTAL CURVE	1	Δ	100.00	0.0000	0.0000	0.0000	N 0° 00' 00" E	TOTAL CURVE



CENTERLINE CURVE INDEX															
NO.	Δ	RADIUS	TAN	ARC	CHORD	BEARING	DESCRIPTION	NO.	Δ	RADIUS	TAN	ARC	CHORD	BEARING	DESCRIPTION
1	Δ	100.00	0.0000	0.0000	0.0000	N 0° 00' 00" E	TOTAL CURVE	1	Δ	100.00	0.0000	0.0000	0.0000	N 0° 00' 00" E	TOTAL CURVE

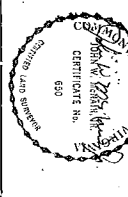
TOTAL AREA 116 LOTS — 34.60 ACRES
 TOTAL AREA OPEN SPACE — 36.13 ACRES
 TOTAL AREA RESERVED — 23.16 ACRES
 TOTAL AREA PINEY MOUNTAIN ACRES — 93.89 ACRES

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL OF THE RECORD INFORMATION HAS BEEN OBTAINED AND THAT THE DIVISIONS WITHIN THE COUNTY HAVE BEEN COMPLETED WITHIN THE TIME SPECIFIED IN THE ORDER OF THE SUPERVISOR.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 27th DAY OF OCTOBER, 1972.

State Certified Engineer (or Land Surveyor)



NO.	DATE	RELOCATE MAGNOLIA	S.P.
1	12/14/72	RELOCATE MAGNOLIA	S.P.
2		REVISION	CHK

