

DECLARATION OF RESTRICTIONS,  
COVENANTS AND CONDITIONS FOR  
PENHOOK POINTE

THIS DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS FOR PENHOOK POINTE, made effective this 7th day of January, 2009, made by PENHOOK POINTE, LLC, a Virginia Limited Liability Company, hereinafter referred to the "Declarant" or "Developer".

## R E C I T A L S:

1. The Declarant/Developer is the owner of Section A, Lots A1 thru A29, Section B, Lots B1 thru B13, and Section C, Lots C1 thru C21, inclusive, Penhook Pointe (the "lots", "development", "subdivision", "community" or "property"), as set forth and described on plat of survey prepared by Philip W. Nester, L.S., dated December 17, 2007 (Job No. PW 08-07), which plat of survey is of record in the Clerk's Office of the Circuit Court of Franklin County, Virginia, in Deed Book 951, at Pages 635 thru 640.

2. The Declarant is preparing to sell and convey the lots in the development, but before doing so, desires to subject and impose upon each said lot the following mutual and beneficial restrictions, covenants and conditions, herein set forth, which are deemed by the Declarant (i) to complement the development, (ii) encourage the most appropriate uses and improvement of each said lot, (iii) to protect owners of lots in the development against improper use of the subdivided lots, (iv) encourage the development of attractive homes thereon, and, (v) enhance the value of each lot and thereby the community.

NOW, THEREFORE, the Developer does hereby declare that all the lots in Penhook Pointe as set forth and shown on the aforesaid Nester survey shall be held, owned, conveyed and be subject to the following restrictions, covenants and conditions, which shall run with the land and be bound by all parties having or acquiring any right, title or interest in and unto any lot or any part or parts thereof and shall continue in force and effect for a period of twenty-one (21) years from the date of the recordation of these restrictions, covenants and conditions, and after which time the same shall be extended for successive periods

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of ten (10) years each; provided, however, that the Developer, for so long as it owns any lot in Penhook Pointe, shall retain the right to change, amend, alter, expand and update this declaration or any amendments to same, without the permission or approval of any owner in the subdivision, provided any proposed change to these Restrictions, Covenants and Conditions, in the Developer's sole opinion, continue to encourage the most appropriate development of the Penhook Pointe development, encourages the development of attractive homes therein, and enhances the value of the property.

1. RESIDENTIAL USE AND CONSTRUCTION FOR SECTIONS A, B AND C:

(A) The lots are restricted to development of single-family residential homes. Construction plans for any home must be approved by the Developer or its successor in interest (see Section 6 -- hereinafter the "Developer" or "ARC") prior to construction.

(B) No dwelling shall be erected on any lot having a minimum enclosed livable floor area of less than the following: (i) a single-story residence, 1,500 square feet; (ii) a one and one-half story residence, 1,800 square feet; and, (iii) 2,000 square feet for a two-story residence. The following floor areas shall not be included in tabulation of the aforesaid floor area requirements: any breezeway, garage, porches, the basement and/or unfinished area(s).

(C) Siding shall be to grade and must be brick, dryvit, masonite, natural wood, natural stone or other such sidings as may be approved by the Developer. No exposed concrete or cinder block foundations which are visible shall be permitted. Roof pitch shall be a minimum of 7/12.

(D) Erosion silt fences are required for all land disturbances. All disturbed areas will be seeded and mulched within thirty (30) days of completing clearing and grading. All lot owners with an open yard area shall maintain mowing to present an attractive and upkeep presentation of the lot for the community.

(E) Driveways and parking areas shall be hard surfaced (paved), within six (6) months of the issuance of

the Certificate of Occupancy. Any needed driveway culverts shall be installed prior to home construction. Prior to home construction, the lot owner shall install gravel on the driveway to the construction site so as to prevent mud and dirt from being carried on the public roads during construction.

(F) No manufactured homes (i.e., single-wide or double-wide), mobile homes or shacks shall be placed or erected on any lot. This restriction shall not prohibit modular homes being placed on any lot provided the same is approved by the Developer.

(G) Signs are prohibited from being placed on any lot except that standard residential realtor size "for sale" signs shall be allowed to advertise the property for sale. The Developer may place signs on or about the property as deemed beneficial for the development and sale of the property. During construction, temporary signs may be placed to advise of the builder and/or lending institution.

2. LOT IMPROVEMENT, MAINTENANCE AND USE:

(A) Lots shall not be used for any commercial purpose nor for the storage of any commercial type vehicle(s), junked vehicles, commercial equipment, or vehicles without current county and state licenses. "Storage" in this instance is defined as being placed in view on the property more than ten (10) days without use in construction on that property or ten (10) days after construction on the property is completed.

(B) All garbage and trash shall be kept in sanitary containers, screened from view.

(C) Fuel tanks may be maintained on any lot provided the same shall be screened from view.

(D) All mailboxes and mailbox posts shall be approved by Developer.

(E) Only small (18-inches in diameter or less) type exterior satellite dish antenna will be allowed to be placed on any lot unless permission is otherwise obtained from the Developer.

(F) No animals of any kind, except usual pets quartered at night within the residence, shall be kept on any lot. Domestic pets are limited to three (3) at any given time. Such pets shall not be allowed to run at large or left unattended outside to bark or otherwise annoy or disturb other lot owners in the community.

(G) Camping or the use of tents for any purpose shall be prohibited on all lots at all times. This shall not prohibit "back yard" camping for children in the subdivision provided a residence has been constructed on the lot and the activity does not exceed two (2) consecutive nights per event.

(H) No lot in the development may be further subdivided, to create a new lot. This shall not prohibit an owner from conveying a portion of the lot to an adjoining lot owner, provided the conveyance complies with the Franklin County Subdivision Ordinance.

(I) Neither trailer(s), including boat trailer(s), nor boat(s) may be kept or parked on any lot in an area located in front of the residence constructed on the lot. Class A motor coach homes may be parked on the lot provided same are not parked closer to the street than the front of the residence constructed on the lot.

(J) The cutting and removal of any tree with a diameter of eight (8) inches or larger, measured six (6) feet from the ground must be approved by the Developer.

### 3. WATER FRONT LOTS:

All boat docks constructed to benefit the water front lots (i.e. LOTS A-1 thru A-7, SECTION A) shall be located and constructed in accordance with the plans and specifications as approved by the Developer. In determining boat dock sites the Developer (or its successor) and the lot owner will attempt to minimize the impact of docks on the views of other lot owners. The final approval for the location and design of any boat dock shall be at the sole discretion of the Developer and subject to AEP Shoreline Management Plan requirements.

Lot owners shall first apply to the Franklin County Health Department for the drainfield as approved on the recorded subdivision plat (unless otherwise approved by the Developer) and the septic field must be installed in this location unless otherwise approved by the Franklin County Health Department and the Developer. No lot owner shall cause, permit or suffer any garbage, sewage, refuse or waste or other contaminating matter to be cast, drained or discharged from any lot.

5. ASSOCIATION:

(A) The Developer shall establish a Property Owners Association (the "Association") for the owners of lots in Penhook Pointe.

(B) Every owner of a lot shall be a member of the association; provided, however, that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member, unless and until such person or entity has succeeded to such owner's interest by enforcement of such security interest. Membership shall be appurtenant to, and may not be separate from, ownership of the lot.

(C) There will be an annual homeowners fee assessment of \$150.00 per year, per lot owned, payable to the Developer or the Association, as the case may be, to be used and applied for: (i) maintaining any landscaping provided by the Developer, (ii) maintaining the entrance easement area(s) and, the sign, lighting, if any, and landscaping within the same; (iii) to upkeep and maintain "street lights", if any, erected by the Developer; (iv) for mowing along all roadways in the development; and, (v) for any other lawful use approved by the Developer or the Association. The Developer shall not be required to contribute as a lot owner unless the Developer should construct a residence upon a lot, to which lot the Developer shall pay. The annual fee may be increased or decreased provided such change in assessment is deemed necessary to provide for the maintenance aforesaid. Upon the sale of one-half (½) of the lots, the Developer may elect to delegate these duties to the Property Owners Association formed by

the Developer with its membership to be composed of the lot owners. Upon the sale of all of the lots, the Developer shall delegate these duties to the Property Owners Association.

6. ARCHITECTURAL REVIEW COMMITTEE:

(A) Plans for any home must be approved by the Developer prior to construction. The Developer may appoint a designee or form an Architectural Review Committee for this purpose, which Committee shall thereafter be appointed, annually, by the Board of Directors for the Property Owners Association. The Developer, its designee and/or the Architectural Review Committee (ARC), as the case may be, shall have the exclusive power and authority to approve or reject any such plans (and dock specifications and location). Prior to the appointment of the Architectural Review Committee, the Developer or its designee shall act as the ARC (hereafter the "ARC").

(B) Any change or addition to the exterior of any home/dwelling, and any remodeling, reconstruction and/or alteration to the exterior of any dwelling or addition thereto shall be subject to and shall require the approval, in writing, of the ARC, before any such work is commenced. Plans shall be prepared in a format and with specifications as required by the ARC. No improvement of any kind shall be erected, altered, placed or maintained upon any lot unless and until the final plans, elevations and specifications therefore have received such written approval. All construction shall conform to the approved plans.

(C) The ARC shall approve or disapprove plans, specifications and details within thirty (30) days from the receipt thereof. In the event ARC fails to approve, modify or disapprove in writing an application within sixty (60) days after the required documents have been submitted in writing to the ARC, in accordance with adopted procedures, approval will be deemed granted.

(D) The ARC shall have the right to disapprove any plans, specifications or details submitted to it upon any of the following: (i) in the event the same are not in accordance with all of the provisions of these Covenants, Conditions and Restrictions; (ii) if the design or color

scheme of the proposed building or other structure is not in harmony with the general surroundings of such lot or with the adjacent property; (iii) if the plans and specifications submitted are incomplete; or (iv) in the event the ARC deems the plans, specifications or details, or any part thereof, to be contrary to the interests, welfare or rights of all or any part of the property, or to any lot owner. The decision of the ARC shall be final.

(E) The Developer, any agent of the Developer, or the ARC shall not be liable for failure to approve any plans submitted nor shall the same be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.

(F) Unless earlier provided and done, at such time as the Developer has conveyed all of the lots in Penhook Pointe, all decisions of architectural review and approval under these Restrictions shall vest with an Architectural Review Board (ARC) appointed by the Board of Directors of the Association, which ARC shall do and perform such duties and purposes as herein defined, until such time architectural review and any and all said approvals shall vest, solely, with the Developer or its designee.

#### 7. MISCELLANEOUS PROVISIONS:

(A) If the owner of any lot shall violate any of the covenants and restrictions herein, it shall be lawful for the Developer or any lot owner to prosecute any proceedings at law or in equity against the person or persons violating any such covenant or restrictions, either to prevent the lot owner from so doing, or to recover damages for such violation, and to recover any costs required to bring such violation into compliance, including attorney fees.

(B) Invalidation of any one of the covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

(C) The Developer does retain and shall have the right to appoint a representative to act in the Developer's place and stead as to any and all matters, approvals and/or waivers as contained herein.

(D) The Developer reserves the right to amend and/or, if needed or necessary, issue a statement to clarify any ambiguity or question in interpretation of this Declaration of Restrictions, Covenants and Conditions provided such amendment is determined by the Developer to be beneficial to the overall scheme of development and not contrary to the general purposes of these Restrictions.

Witness the following signature and seal.

PENHOOK POINTE, LLC

BY:  (SEAL)  
EDWARD C. PARK, III,  
SOLE MEMBER

STATE OF VIRGINIA AT LARGE

COUNTY OF FRANKLIN, to-wit:

The foregoing Declaration was signed and acknowledged before me this the 7<sup>th</sup> day of January, 2009, by EDWARD C. PARK, III, SOLE MEMBER OF PENHOOK POINTE, LLC, a Virginia Limited Liability Company.

My commission expires: 9.30.2011

  
NOTARY PUBLIC

NOTARY REGISTRATION # 137952





INSTRUMENT #090000140  
RECORDED IN THE CLERK'S OFFICE OF  
FRANKLIN COUNTY ON  
JANUARY 8, 2009 AT 09:40AM

TERESA J. BROWN, CLERK  
RECORDED BY: JNF