

DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS
KAYHILL ESTATES

The undersigned, as owner and developer, of that certain subdivision known as "Kayhill Estates" does hereby make, constitute, declare and establish the following provisions as and for the protective and restrictive covenants applicable to "Kayhill Estates" subdivision, to-wit:

(1) Only one single family private dwelling or residence designated for occupancy by one family shall be erected on any lot in Kayhill Estates subdivision, except that a two-car garage, for the sole use of the owner or occupant of said lot, may be erected thereon. Nothing contained herein shall be construed to prevent the use of one building site on two or more lots, or the use as a building site of portions of two or more lots. All construction in regards to said dwelling must be completed within eight (8) months from the date of the commencement of said construction.

(2) All lots shall be used for residential purposes only.

(3) No pool, building, facility, or other structure, or any additions thereto shall be erected on any lot until the plans and specifications thereof have been presented to and approved, in writing, by the developer, his agents, successors or assigns.

(4) The ground floor area of any dwelling consisting of two (2) or more floors erected on a lot shall contain a minimum of one thousand (1,000) square feet, exclusive of porches and garages, unless otherwise approved in writing by the developer.

(5) The minimum area of living space of any single family dwelling erected on a lot, regardless of the number of floors contained therein, and exclusive of porches and garages, shall be not less than one thousand two hundred (1,200) square feet, unless otherwise approved in writing by the developer.

(5a) All garages or other facility used to cover or protect a vehicle must be fully enclosed and attached to any dwelling placed on said premises unless otherwise approved in writing by the developer.

(6) No pool, building, structure or other facility, or any additions thereto, or any part or projection thereof shall be erected on any lot within 40 feet of the front lot line nor within 50 feet of any side lot line, or 25 feet of any back line unless otherwise approved in writing by the developer.

(7) No excavation of stone, gravel, or earth shall be made upon any lot except as may be necessary for basements, cellars, retaining walls, landscaping and driveways. All other excavation or removal of earth, material or deposits is prohibited without the written approval of the developer.

(8) No trailer, mobile home, abandoned or unsightly vehicle shed or other temporary or movable building or facility shall be erected or maintained on any lot except as may be reasonably necessary for a short period of time for use in aiding the erection of a dwelling on said lot, in which case, such use shall be discontinued and the facility removed immediately upon completion of said dwelling. Nothing contained herein shall prevent the use of temporary camping trailers so long as they do not remain permanently on the premises.

(9) No lot shall be used or maintained as a dumping ground for rubbish, or other offensive matter, nor shall any rubbish or garbage, or other waste materials of any nature, be allowed to accumulate on any lot. Said rubbish, garbage, or other waste materials shall be kept in sanitary containers, and all such containers or incinerators or other equipment used for the storage or disposal of said material shall be kept in a clean and sanitary condition and located in as inconspicuous a place as possible. Further, each lot or premises must be mowed at least once in the month of June and September of each year.

(10) No fencing shall be allowed except that of the board, wood rail, or chain link fence variety. Any other fences erected by lot owners other than as described herein must be approved by the developer and by the lot Owners' Association herein described, in writing.

(11) No fowl, swine, cattle, sheep 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, generally considered as pets, so long as said animals are of the quiet and inoffensive nature, and are adequately restricted by the owner upon their respective properties. In addition, it is specifically agreed that horses may be kept on any lot exceeding five (5) acres in size. In no case shall the animals be allowed to interfere with or otherwise molest any lot owner in the use and enjoyment of an adjoining lot or premises. The aggregate number of pets shall not exceed two (2), and adequate housing shall be provided by the owners.

(12) Developer reserves unto himself, his agents, successor and assigns, a perpetual, alienable and releasable easement over, upon, across and under each lot for the erection, maintenance, installation and use of electrical and telephone poles, wires, cable conduits, sewers, water mains and other suitable equipment for the conveyance and use, of electricity, telephone equipment, gas, sewer, water or other public convenience or utilities; and developer further reserves the right to 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. The developer further reserves the right to locate wells, pumping stations, and tanks within the residential area on any residential lot designated for such use on the applicable plat of the subdivision or to locate same on any adjacent lot with the permission of the owner of such lot. Such rights may be exercised by any licensee or assignee of the developer, but this reservation shall not be considered as an obligation of the developer to provide or maintain any such utility or service.

(13) No lot shall be subdivided without the express written approval of the developer, his agents, successors or assigns. This restriction shall apply and control even if such proposed subdivision meets or complies with all applicable ordinances and regulations of Shenandoah County, Virginia, as to such re-subdivision.

(14) No billboards or signs of any type or nature may be placed on any lot or maintained on any premises of Kayhill Estates with the exception of the placement by the developer of a suitable sign designating the subdivision at the entranceway thereof.

(15) Each lot must contain a minimum of twelve (12) evergreen plants which must be placed around any house constructed thereon within ninety (90) days from completion of said dwelling.

(16) All lot owners of Kayhill Estate subdivision shall automatically become members of a non-stock property owners' association to be known as the "Kayhill Estate Property Owners' Association", and shall be entitled to one membership for each property owner with one vote per member. This association shall, in conjunction with the developer establish reasonable annual assessment charges for road maintenance, which amount shall be not less than Fifty Dollars (\$50.00) per year per lot, and which shall be collected on the 1st day of June of each year. Nothing contained herein shall prevent the developer and property owners' association from increasing from time to time the amount of said annual assessment, provided, the amount charged is reasonable in relation to the work to be performed and the needs of the subdivision. The payment of the fees provided herein, shall constitute a lien against the property wherein any default occurs in the payment thereof and such lien may be recorded by affidavit duly acknowledge indicating the amount of said debt and against the owner of the lot or lots at that time in the Circuit Court of Shenandoah County, Virginia.

(17) All roads, access ways and other driveways shall be restricted in use to the developer, owners of lots, their guests, or invitees, and shall not otherwise be open to public use. In addition, each lot owner shall be responsible for the costs and placement of culverts at the entrance of their driveways. All roads in said subdivision shall be of gravel and rough grade construction in keeping with the nature of the subdivision.

(18) Neither the developer nor the purchasers of the lots in Kayhill Estates subdivision will request the Board of Supervisors of Shenandoah County, Virginia, or the Virginia Department of Highways that the streets or roads in said subdivision be taken into the highway system until the said streets have been brought up to the specifications of the Virginia Department of Highways. Nothing contained herein shall require the developer to be responsible for bringing said roads up to such specifications.

(19) All covenants, restrictions and obligations set forth in this Declaration shall be covenants running with the land and shall be binding on all parties or persons claiming under them for a period of twenty-five (25) years from the date of this instrument after which time said covenants shall be automatically extended for successive periods of ten (10) years unless and until an instrument has been signed by a majority of the then owners of lots affected by said covenants, agreeing to the change of said covenants in whole or in part, and recorded in the Clerk's Office of the Circuit Court of Shenandoah County, Virginia, provided, nevertheless, that the covenants contained in Paragraph (18) above shall remain effective in perpetuity. No restriction or covenant contained herein is intended to be used or shall be used by any lot owner to discriminate or attempt to discriminate against any person upon the basis of race, creed, color or national origin.

(20) Developer specifically reserves the right to add additional covenants in the future as the need may arise, and to make them enforceable against any lots still owned by said developer, without the consent of any other parties.

(21) In the event of a violation or breach of any of these restrictions by any property owner, his agents, guests or invitees, the developer or any lot owner in the subdivision, jointly and severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of same. In addition to the foregoing, developer shall have the right, whenever there shall have been built on any lot in the subdivision 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.

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

WITNESS my signature and seal this __ day of August, 1979.

STATE OF VIRGINIA
COUNTY OF SHENANDOAH, TO-WIT:

The foregoing instrument was acknowledged before me this __ day of August, 1979, by Harry W. Oates.