

DOCUMENT OF RESTRICTIONS REGARDING SUNDANCE MOUNTAIN  
DIVISION, SECTION 3, in PLAINS DISTRICT, ROCKINGHAM COUNTY,  
VIRGINIA, OWNED BY SUNDANCE PROPERTIES, A VIRGINIA LIMITED  
PARTNERSHIP.

By this instrument dated the 12 DAY OF April 1979, the  
undersigned, Sundance Properties, does hereby set forth the  
following reservations and restrictions regarding their real estate  
in the Plains Magisterial District, Rockingham County, Virginia,  
known as the Sundance Mountain Division, Section 3, and being a  
portion of the real estate conveyed to the said Sundance Properties,  
a Virginia limited partnership, by deed dated the 12th day of June,  
1974, from Herman I. Buhl, et al, and recorded in the Office of the  
Clerk of the Circuit Court of Rockingham County, Virginia, in Deed  
Book 439, page 164, and by deed dated the 13th day of February,  
1974, from Long Land Corp., recorded in the aforesaid Clerk's Office  
in Deed Book 433, Page 600, as follows:

1. . Neither. the proprietors and owners of these tracts or  
the purchasers of the tracts will request the Board of Supervisors  
of Rockingham County, Virginia, or the Virginia Department of  
Highways, that the said rights of way in said tracts be taken into  
the highway system unless and until the said tract owners and  
proprietors convey by deed of dedication and have brought said  
rights of way up to the specifications of the Virginia Department of  
Highways.

2. The grantor will assess each tract owner a sum of  
\$100.00 per year, per tract, for the use, upkeep, snow removal and  
maintenance of the rights of way within and serving the said  
Subdivision and such other common facilities as the said grantor may  
provide therein. Such annual assessment shall be due and payable in  
advance, on or before the 31st day of January of each calendar year  
for each such ensuing calendar year, subsequent to purchase. Such  
annual assessment shall be pro-rated from date of purchase through

the last day of the calendar year of purchase, with such pro-rated assessed amount, being due and payable in full on the 1st day of the month following date of purchase. The right and responsibilities as created by this paragraph may be delegated by the grantor, to a committee of tract owners, appointed by the grantor, and any assessment made pursuant to this paragraph shall constitute a lien on each and every tract until paid. When more than one tract is owned by a party or parties, in the event of a resale by them of one or more of said tracts, then the obligation to pay said right of way maintenance fee shall be binding on the purchaser or purchasers of said tract without any provisions therein specifically so provided.

After any failure of the grantor or their assigns or successors to exercise the appointive power as set forth within this Paragraph, after reasonable notice by at least two landowners within said Subdivision given to said grantor, their assigns or successors in title, a meeting of all landowners within said Subdivision may be called and a majority of those present shall be empowered with all the rights and powers the Grantor could have exercised under this Paragraph.

3. The grantor reserves unto themselves, their heirs or assigns, the right to erect and maintain telephone and electric light poles, conduits, equipment, sewer, gas and water lines or to grant easements or rights of ways therefor, with the right of ingress and egress for the purpose of erection or maintenance on, over, or under a strip of land twenty-five (25) feet wide at any point along the sides, rear, or front lines of any of said tracts. The grantor reserves the right to construct or lay water and sewer lines or to grant easements therefor with right of ingress and

egress at, over or under the same at such other or further locations as determined most advisable by this grantor or their assigns.

Grantor reserves unto themselves, or their successors or assigns the right to construct a septic field on any lot hereof for the benefit of any adjoining tract so long as the same is no closer than one hundred (100) feet of the existing dwelling upon said tract.

4. No building of a temporary nature shall be erected or placed on any said tracts except those customarily erected in connection with building operations, and in such cases, for a period not to exceed six months.

5. Any building structure used for residential purposes shall contain a minimum of 320 square feet on the main floor. This shall not include basement, garage, porch or carport, unless an exception thereto is agreed to in writing by the grantor or their assigns.

6. All of said tracts shall be used for residential purposes only, and any garage or barn must conform generally in appearance and material with any dwelling on the said tract. Only horses, ponies and common domestic pets allowed.

7. No further division of tract shown with Section Three except by vacation and rededication by the grantor shall be allowed for a period of ten years. After a period of ten years, upon approval of ninety per cent (90%) of the then owners, further division of these tracts shall be permissible.

8. No signs, billboards, or advertising of any nature shall be erected, placed or maintained on any tract herein designated, nor upon any building erected thereon, except commissary, directional and informational signs of grantor.

9. No building shall be erected closer than twenty-five (25) feet to any road right of way nor closer than thirty (30) feet to the side or rear of the tract line.

10. All toilets and sewage facilities constructed on said tracts shall conform to the regulations of the Virginia State Health Department.

11. The use of trailers upon said tracts are unauthorized except for the use of temporary camping trailers.

12. No trucks, buses, old cars or unsightly vehicles of any type or description may be left or abandoned on said tracts.

13. Nothing herein is to be construed to prevent the grantor from placing further restrictions or easements on any tract in said Sundance Mountain Division which shall not have already been conveyed by them.

14. No firearms shall be discharged on the tracts within this Subdivision.

15. All fences in Subdivision will be board or rail fences of design approved in writing by grantor. Chain link fences may be used around tennis courts or swimming pools only.

16. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real estate situated in said Sundance Mountain Division to prosecute any proceedings at law in equity against the person or persons violating or attempting to violate any such covenant.

17. Invalidation of any one of these covenants by judgment or Court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

18. All the tracts within this Subdivision shall be subject to a reservation of a road right of way being fifty (50) feet in width and running throughout the Sundance Mountain Division as heretofore or hereafter dedicated.

WITNESS the following signature and seal:

SUNDANCE PROPERTIES, a Virginia  
Limited partnership

By: W. Maynard Southard  
W. Maynard Southard,  
General Partner

STATE OF VIRGINIA,  
COUNTY OF ROCKINGHAM, to-wit

The foregoing instrument was acknowledged before me this  
3-day of May 1979, by W. MAYNARD SOUTHARD, General Partner on  
behalf of SUNDANCE PROPERTIES, a Virginia limited partnership.

My commission expires: February 5/1983

Rebecca H. Kline  
Notary Public

Virginia: In the Clerk's Office of the Circuit Court of Rockingham  
County

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, indexed, and filed to record this  
3-day of May 1979 at 3:03 PM. I certify that taxes were  
paid when applicable.

Sec. 50-54 - State \_\_\_\_\_ County \_\_\_\_\_ City \_\_\_\_\_  
Sec. 50-54.1 - State \_\_\_\_\_ County \_\_\_\_\_ City \_\_\_\_\_ Transfer \_\_\_\_\_  
Recording 10.00 \_\_\_\_\_

Deed Book No. 550 Page 12

H. Wayne Harper,  
acting clerk