

See B. 357 Page 715
for amendment to document
of restrictions.
Indy. Va. Co., Inc. Clerk
6/9/76

Restrictions
Exd. 3/5/76
Del'vd to I. Clinton Miller
Woodstock, Va.
3/5/76

Plat on page 593

441
H/ 357

BOOK 354 PAGE 589

DOCUMENT OF RESTRICTIONS REGARDING THAT CERTAIN SUBDIVISION
KNOWN AS SUNDANCE MOUNTAIN IN LEE MAGISTERIAL DISTRICT OF
SHENANDOAH COUNTY, VIRGINIA, OWNED BY SUNDANCE PROPERTIES, A
VIRGINIA LIMITED PARTNERSHIP,

By this instrument dated the 13th day of February,
1976, the undersigned, Sundance Properties, a Virginia
limited partners does hereby set forth the following
reservations and restrictions regarding its real estate in
Lee Magisterial District, Shenandoah County, Virginia, known
as Sundance Mountain Division and being that real estate
conveyed to Sundance Properties a Virginia limited
partnership by deed dated the 13th day of February, 1974,
from Long Land Corporation and recorded in _the Office of
the Clerk of the Circuit Court of Shenandoah County,
Virginia, in Deed Book 331, Page 844, as follows:

1. Neither the proprietors and owners of these
tracts or the purchasers of said tracts will request the
Board of Supervisors of _Shenandoah County, Virginia, or the
Virginia Department of Highways, that the said rights of way
in said tract 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 may assess each tract owner a sum
not to exceed Fifty Dollars (\$50,00) per year, per tract for
the use, upkeep, snow removal and maintenance of the rights
of way with the said subdivision and such other common
facilities as the said grantor may provide therein. 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 by assessment made pursuant to

this paragraph shall constitute a lien on each and every tract until paid, the payment of said assessment and levy shall be payable on or before the 31st day of January next following the purchase of said tract, and on or before the 31st day of January of each year thereafter. 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 purchase or purchasers of said tracts 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 itself, its 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 way 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 its assigns, or construct and install septic systems, including drainfields on any lot of Sundance Mountain Subdivision provided however, that no such septic drainfield

will be located within 200 feet of any dwelling constructed upon Sundance Mountain Subdivision.

4. No building of a temporary nature shall be erected or placed on any of 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 purpose 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 tracts shown within said Subdivision except by vacation and rededication by 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 the 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 twenty (20) 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 Subdivision 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 or design approved 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 Subdivision to prosecute any proceedings at law or 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 through the said Subdivision and is more accurately shown on that certain plat of the Sundance Mountain Division, duly of record in the Clerk's Office of Shenandoah County, Virginia.

WITNESS the following signature and seal:

CLINTON MILLER
ATTORNEY AT LAW
WOODSTOCK, VA.

SUNDANCE PROPERTIES, a Virginia
limited partnership

BY: W. Maynard Southard (SEAL)
W. Maynard Southard, General Partner

STATE OF VIRGINIA,

COUNTY OF Shenandoah

The foregoing instrument was acknowledged before me this 24th day of February, 1976, by W. Maynard Southard, General Partner, on behalf of Sundance Properties, a Virginia limited partnership.

SHENANDOAH COUNTY, VA My commission expires: 4/2/76
 I being willing with certificate of acknowledgment thereon was received
 a clerk's office of said County, admitted to record and indexed. The
 taxes imposed by Sect. 53-54, (a) and (b) of the Code have been paid.
 this 24th day of Feb., 1976 Oliver L. Southard
9:35 PM Notary Public
W. T. Miller Clerk

1415
Amendment to Document of
Restrictions
Exd. 6/29/76
Del'vd to I. Clinton Miller
Woodstock, Va.
6/29/76

1415

BOOK 357 PAGE 715

AMENDMENT TO DOCUMENT OF RESTRICTIONS REGARDING THAT CERTAIN
SUBDIVISION KNOWN AS SUNDANCE MOUNTAIN IN THE MAGISTRATE OF SHENANDOAH
COUNTY, VIRGINIA, OWNED BY SUNDANCE PROPERTIES, A VIRGINIA LIMITED
PARTNERSHIP.

WHEREAS, on the 13th day of February 1976, Sundance
Properties, a Virginia Limited Partnership, did set forth certain
reservations and restrictions regarding its real estate in Lee
Magisterial District, Shenandoah County, Virginia, known as Sundance
Mountain Division, and said Instrument was recorded in the Office of
the Clerk of the Circuit Court of Shenandoah County, Virginia, in Deed
Book 354, page 589; and

WHEREAS, it is desired to amend said instrument as to
Paragraph No. 2 thereof.

THEREFORE, the following language shall be added to Paragraph
No. 2 thereof at the end of said Paragraph as follows:

"Except that the Fifty Dollars (\$50.00) per year allowable
assessment per tract shall not apply to Lots No. 14 and 15 of this
division if the primary means of access thereto be from State Route
#620, a public road, and such primary access be not from a roadway of
Sundance Mountain Division. In the event that access to and from
either Lot 14 or 15 is gained from a roadway of Sundance Mountain
Division, then such lots as served by such access from said roadway of
said division may be accessible for a sum not to exceed Fifty Dollars
(\$50.00) per year, per tract, for the use, upkeep, snow removal and
maintenance of the rights of way within the said Subdivision and such
other common facilities as Sundance Properties, a Virginia Limited
Partnership, may provide therein."

BOOK 357 PAGE 716

WITNESS the following signature and seal:

SUNDANCE PROPERTIES, A Virginia
Limited Partnership

ADD SOUTHARD SIGNATURE LINE

STATE OF VIRGINIA,

COUNTY OF shenandoah, TO-WIT:

The foregoing instrument was acknowledged before me this 9th
June
day of March, 1976, by W. Maynard Southard, General Partner, on behalf
of Sundance Properties, a Virginia Limited Partnership.

My commission expires: September 4, 1978

Marie Mills
Notary Public

SHENANDOAH COUNTY, SS

The foregoing writing with certificate of acknowledgment thereon was received
at the Clerk's Office of said County, admitted to record and indexed. The
fees imposed by Sect. 58-54, (a) and (b), of the Code have been paid.

This 9th day of June, 1976

9.4.77 B. Todd W. H. Sigler Clerk

CLINTON MILLER
ATTORNEY AT LAW
WOODSTOCK, VA.

