



**WINDY GAP MOUNTAIN VILLAGE
PROPERTY OWNERS ASSOCIATION
COVENANTS**

PREPARED BY:

Yth AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND CONSOLIDATION OF ALL PRIOR AMENDMENTS

This Declaration, made this 1 sT day of November, 1999, by WINDY GAP PROPERTY OWNERS ASSOCIATION, a Virginia corporation. WITNESSETH

WHEREAS, by Declaration dated August 27, 1976, of record in the Clerk's Office of the Circuit Court of Franklin County, Virginia, in Deed Book 320, page 419, Windy Gap Properties, a Virginia general partnership, declared and established covenants, conditions and restrictions with respect to certain real estate located in the County of Franklin, State of Virginia, and owned by said Windy Gap Properties; and WHEREAS, the aforesaid Declaration provides in Article VII, paragraph 2, as follows "Declarant and/or Association reserve the right to modify, revoke, alter or amend these Restrictions, Covenants and Conditions"; and

WHEREAS, pursuant to the foregoing, the aforesaid Covenants, Conditions and Restrictions have been amended by previous documents recorded in the aforementioned Clerk's Office in Deed Book 321, page 19; Deed Book 339, page 98; Deed Book 368, page 1959; Deed Book 368, page 1961; Deed Book 368, page 1963; Deed Book 393, page 58; Deed Book 397, page 664 and Deed Book 413, page 781; and

WHEREAS, pursuant to Article VII, Section |I, as amended by the Seventh Amendment recorded in the aforementioned Clerk's Office in Deed Book 397, page 664, upon the agreement of two-thirds of the Class A Membership of Windy Gap Property Owners Association, the following Amendments and the consolidation of all prior Amendments into this document were approved by the Windy Gap Property Owners Association.

WHEREFORE, the aforementioned Declaration of Covenants, Conditions and Restrictions is hereby amended and all prior Amendments are hereby consolidated into this document so that this document will contain al of the Covenants, Conditions and Restrictions in force and effect at this time which affect the property previously owned and developed by Windy Gap Properties, a

Virginia general Partnership, as described in the aforementioned documents which are recorded in the Clerk's Office of the Circuit Court of Franklin County, Virginia:

ARTICLE I

THE ASSOC DEFINITIONS

SECTION 1. "Association" shall mean and refer to Windy Gap Property Owners Association, its successors and assigns.

SECTION 2. "Owner" shall mean and refer to the record owner whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 3. "Properties" shall mean and refer to that certain real property previously owned by Windy Gap Properties, a Virginia General Partnership, which said property has been subjected to the Covenants, Conditions and Restrictions as herein above set forth, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

SECTION 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners and shall include all roads (which are not public roads or state maintained roads) and easements.

SECTION 5. "Lot" shall mean and refer to any plot of land as shown on the plat of Section 1, Windy Gap Mountain Village.

SECTION 6. "Committee" shall mean the Environmental Protection Committee.

SECTION 7. "Abutter" shall mean any owners of properties sharing common lot lines.

ARTICLE II

PROPERTY RIGHTS

SECTION 1. OWNERS' EASEMENT OF ENJOYMENT. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the

title to every Lot, subject to the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, private entity, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the members agreeing to such dedication or transfer has been recorded.

SECTION 2. DELEGATION OF USE. Any Owner may delegate, in accordance with the by-laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or purchasers who reside on the property.

MEMBERSHIP AND VOTING RIGHTS

SECTION 1, Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment. In the event the Owner of any Lot should fail or refuse to transfer the membership registered in its name to the purchaser of such Lot, the Association shall have the right to record the transfer upon the books of the Association and issue a new certificate to the Purchaser, and thereupon the old Certificate outstanding the name of the Seller shall be null and void as though the same had been surrendered.

SECTION 2. THE ASSOCIATION VOTING RIGHTS. The Association shall have one class of voting membership, which shall be all Owners of a Lot or Lots and each member shall be entitled to one (1) vote for each lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as the members among themselves determine, but in no event shall more than one (1) vote be cast for any one (1) Lot.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENT

SECTION 1. CREATION OF A LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall be the personal obligation of the person who was the Owner of such property at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly

assumed by them. The Association shall also have the authority, through the Board of Directors, to establish, fix and levy a special assessment on any Lot to secure the liability of the Owner thereof to the Association arising from breach by such Owner of any of the provisions of this Declaration, which breach shall require the expenditure of time or money or both by the Association for repair or remedy. Each Owner covenants for himself, his heirs, successors and assigns, to pay each assessment levied by the Association on the parcel described in such conveyance to him within ten (10) days after receipt of an invoice for the same, and further covenants that if said charge shall not be paid within thirty (30) days from the date that said invoice is deposited, postage prepaid, in the United States mails, in an envelope addressed to such Owner at the address of the parcel and to such other address as said Owner shall have designated, the amount of such charge shall become a lien upon said Owner's parcel and shall continue to be such a lien until fully paid. A lot owner may be exempted in full or in part from the annual assessment fee in unusual or hardship cases. Such action will be taken by a majority vote of the members. This exception request must be submitted in writing fifteen (15) days after receipt of the annual assessment billing and at least five (5) days prior to the annual membership meeting. Any such exemptions allowed will be on the basis of the assessment for the immediate year only.

SECTION 2. PURPOSE OF ASSESSMENTS. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvements and maintenance of the Common Area.

SECTION 3. MAXIMUM ANNUAL ASSESSMENT. Until January 1, 2000, the maximum annual assessment shall be as follows:

ONE HUNDRED AND NO/100 (\$100.00) DOLLARS per year for each house, whether same be constructed on one lot or on two lots or whether same be constructed on one lot (or on two lots after the owner has combined two lots into one lot and a Plat of same has been approved by Franklin County and has been recorded in the Franklin County Circuit Court Clerk's Office), or whether same be constructed on one lot and the owners of said lot also own a lot or lots which share a common side or rear lot line with the lot on which their house is built. FIFTY AND NO/100 (\$50.00) DOLLARS per year for each unimproved lot which is not excluded from this assessment in paragraph above.

From and after January 1, 2000, the maximum annual assessment may be increased by the Board of Directors. The annual assessment fee shall not be increased by the Board of Directors in excess of the amount required to meet the projected budgeted operating expenses for the year. Furthermore, the construction of additional amenities to the subdivision shall not be financed by the use of regular and/or special assessment fees unless first agreed upon by a majority of the Association.

SECTION 4: SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS; In addition to the annual assessments authorized above, the Association may Tevy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including roads, drainage easements, fixtures and personal p property related of Directors. thereto provided that any such assessment shall have the assent of tne

SECTION 5: UNIFORM RATE OF ASSESSMENT. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

SECTION 6: DATEOF COMMENCEMENT OF ANNUAL ASSESSMENTS DUE DATES. The annual assessments provided for herein have been in effect pursuant to the original Declaration of Covenants, Conditions and Restrictions and amendments thereto. In the event of an increase in the maximum annual assessment by the Board of Directors, the Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of an increase in the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a Certificate signed by an Officer of the Association setting forth whether the assessments on a specified lot have been paid.

SECTION 7: EFFECTOF NONPAYMENT OF ASSESSMENTS- REMEDIESOF THE ASSOCIATION. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve (12) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

SECTION 8: SUBORDINATION OF THE LIEN TO MORTGAGES.The lien of the assessments provided for herein shall be subordinate to the lien Of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien, however, the sale or transfer of any Lot pursuant to mortgage foreclosure shall extinguish the lien of such assessments as to payments which became due prior to such Dut snal not relieve the individual responsible from the payment of the dssessment herein provided. No sale or transfer shall relieve such Lot from liability dny dssessments thereafter becoming due or from the lien thereof.

SECTTON 9: ASSESSMENT ON MULTIPLE LOTS UNDER COMMON OWNERSHIP. Members who purchase one or more Lots in the subdivision shall be entitled to a reduced annual assessment on said lot or lots of 50% of the annual assessment due for each lot for a period of two (2) years from the date of recording of the Deed Conveying said Lot or Lots to said Member or until said Lot or

Lots are improved, whichever first occurs. Upon expiration of the entitlement herein provided, the annual assessment on the Member's lot or lots shall be fixed as provided in Article IV, Section 3 herein.

ARTICLE V

MAINTENANCE OF COMMON AREA

The Association shall be responsible for the construction and maintenance of any and all improvements included in the Common Area, including, but not limited to, streets, drainage easements and recreational facilities, and all property shall be kept in good condition in keeping with high standards of appearance, health and safety. Is of tee

ARTICLE VI

DUTIES OF ASSOCIATION

The Association shall pay real and personal property taxes and other charges assessed against the Common Area. The Association shall maintain a policy or policies of liability insurance, insuring the Association and its agents, guests and invitees and the Owners of the Lots against liability to the public or to said Owners, their guests, or invitees, incident to the ownership or use of the Common Properties and for property damage, in an amount not less than ONE MILLION (\$1,000,000.00) DOLLARS per occurrence and TWO MILLION (\$2,000,000.00) DOLLARS aggregate. Said shall coverage reviewed at intervals of not more than three (3) years and adjusted if necessary to be provide such coverage and protection as the Association may deem prudent.

ARTICLE VII

GENERAL PROVISIONS hereby imposed, for the protection of the value, desirability and dcuveneSs of the lots hereinafter mentioned, in order that the same may be Properiy developed, certain Restrictions. Covenants and Conditions which shall apply tO dll or the lots, which said Restrictions, Covenants and Conditions are as follows, to-wit:

These Restrictions shall apply to the Common Area

APPLICABILITY:

1. and to subdivided and numbered residential lots. All of the restrictions shall run with the land and shall be binding on all parties having or acquiring right, title or interest In and to the Real

Property or any part or parts thereof subject to such Restrictions. These covenants are to run with the land and shall be

TERM:

2. binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, 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 the Lots has been recorded agreeing to change said covenants in whole or in part. The Association reserves the right to modify revoke, alter or amend these Restrictions, Covenants and Conditions provided that two-thirds of the members agree to such changes.

MUTUALITY OF BENEFIT AND OBLIGATION: These Restrictions

3 and agreements set forth herein are made for the mutual and reciprocal benefit of each and every Lot in the subdivision and are intended to create mutual equitable servitudes upon each of said lots in favor of each and all of the other lots therein; to create reciprocal rights between the respective Owners of all of said Lots; to create privity of contract and estate between the Grantees of said Lots, their heirs, successors and assigns and shall, as to the Owner of each such Lot, his heirs, successors or assigns, operate as covenants running with the land for the benefit of each and all other lots in the subdivision and their respective Owners. Restrictions substantially the same as those contained herein shall be recorded on all future sections of the Subdivision in conformity with the general scheme of improvement of all lands to be included therein.

SECTION 4. EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENTS: All labeled residential shall be used for residential purposes only and not for Commercial. No structures shall be erected, placed or permitted to remain on any lot other than one (1) detached, single family residence dwelling and such outbuildings are usually accessory to a single family residence dwelling including a private garage. NO separate facilities from main dwelling shall be built or used for the purpose of permanent living.

SECTION 5. ENVIRONMENTAL PROTECTION COMMITTEE: All plans and specifications for any structure, fence or improvement () whatsoever to be erected on or moved upon or to any Lot, and the proposed location thereof on any Lot or Lots, the construction material, the roofs and exterior color schemes, any later changes or additions after initial approval thereof and any exterior remodeling, reconstruction, alterations, or additions thereto on any Lot shall be subject to and shall require the approval in writing before any such work is commenced of the Environmental Protection Committee (herein called "Committee") as the same is from time to time composed. There shall be submitted to the Committee two (2) complete sets of

(2) plans and specifications for any and all proposed improvements, the erection or alteration of which is desired, and no structures or improvements 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 as hereinprovided. Such plans shall include plot plans showing the location on the lot of the building constructed, altered, placed or maintained, together with the proposed construction material, color schemes for roofs and exteriors thereof and proposed landscape planting. The corners of the house must be staked out prior to submission. The Committee shall approve or disapprove plans, specifications and

(3) details within thirty (30) days from the receipt thereof. n considering same, the Committee shall receive input from the abutters regarding any such Plans and shall take into consideration the effect upon any abutters in approving or disapproving said endorsed thereon, shall be returned to the person submitting them and et o Said plans and specifications and details with the approval or disap tne other copy thereof shall be retained by the Committee for its permanent files Committee shall have the right to disapprove any plans,

(4) The specifications or details submitted to it in che event the same are not in accordance all or the provisions of these Restrictions: 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 buildings or structures; if the plans and specifications submitted are incomplete, or in the event the Committee deems the plans, specifications or details, or any part thereof, to be contrary to the interests, weltare or rights of all or any part of the real property subject hereto, or the owners thereof. The decisions of the Committee shall be final.

(5) Neither the Committee nor any architect or agent of the Committee shall be responsible in any way for any defects in any plans or specifications submited, 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.

(6) The Committee shall have the power and authority to allow minor deviations in the requirements of this Declaration so long as, in the sole discretion of the Committee, such deviations are not contrary to the interests, welfare or rights of all or any part of the real property subbject hereto, or the Owners thereof.

ARTICLE VIII

GENERAL PROHIBITIONS AND REQUIREMENTS

The following general prohibitions and requirements shall prevail as to the construction or activities conducted on any lot in the subdivision:

1. No outside toilet shall be constructed on any lot. All plumbing fixtures, dishwashers, toilets, or sewage disposal systems shall be connected to a septic tank or other sewage system constructed by the lot owner and approved by the appropriate governmental authority.
2. No temporary house, trailer, tent, garage, or other outbuilding shall be placed or erected on any Lot, provided, however, that the Committee may grant permission for any such temporary structure for storage of materials during construction, no such temporary structures as may be approved shall be used at any time as a dwelling place.
3. Once Construction of improvements is started on any Lot, the Improvements must be substantially completed in accordance with plans and specifications, as approved, within one (1) year from Commencement. No residence shall be occupied until the same has been substantially Completed in accordance with its plans and specifications. As structures constructed or placed on any Lot shall be constructed with a substantial quantity of new material and no used structures shall be relocated or placed on any such Lot.
4. No animals or livestock of any description, except the usual household pets, shall be kept on any lot.
5. Commercial signs, including "for rent", "for sale", and other similar signs, shall be erected or maintained only on lots to which they refer with the permission of the Committee (such permission will not be unreasonably withheld) or as may be required by law. Size, shape, color and design of such signs shall be subject to approval of the Committee.
6. No unused, stripped down, partially wrecked, or junk motor vehicles or sizeable parts thereof, shall be permitted to be parked on any street in the subdivision, on any lot, or any Common Area other than the Vehicle Storage Area. Any person violating this provision will be given thirty days notice by the Association after which time the vehicle(s) will be towed to the Vehicle Storage Area at the Owner's expense. No commercial vehicles shall at any time be parked within the subdivision, other than a commercial automobile or a pickup truck no larger than one-half ton.
7. Outdoor tanks for the storage of fuel shall be either buried below the surface of the ground, or screened to the satisfaction of the Committee. Said tanks shall be installed according to all federal, state and local government regulations. Outdoor receptacles for ashes, trash, rubbish, or garbage shall be installed underground, screened or so placed and kept as not to be visible from any street within the subdivision at any time except during refuse collections.

8. Outdoor storage of service items such as lawnmowers, grills, etc., requires a screening fence. Plans for such fence, delineating the size, design, texture, appearance and location, must be approved by the Committee prior to construction of same with the Committee taking into consideration the effect of same on the abutters prior to approval of same.

9. Outdoor clothes poles, clothes lines, and similar equipment are not permitted within the Subdivision.

10. 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. If this is not done by the owner, the lot may be cleaned up by the Association at the Owner's expense. The Committee will determine the need for same.

11. No noxious, offensive or illegal activities shall be carried on any lot nor shall anything be done on any lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood.

12. Any dwelling or outbuilding on any lot in the subdivision which may be destroyed in whole or in part by fire, windstorm or for any other cause or act of God, must be rebuilt or all debris removed and the lot restored to a sightly condition with reasonable promptness, provided, however, that in no event shall such debris remain longer than six (6) months.

13. No living trees measuring four inches or more in diameter measured thirty-six (36) inches from the ground shall be cut or moved without approval of the committee, unless said trees are within ten (10) feet of a completed dwelling or proposed construction, except as needed for installation of septic system or as approved by the Committee.

14. No radio station or shortwave operators of any kind shall operate from any lot or residence. No radio or television antenna can be installed that is visible from any street within the subdivision without the approval of the Committee, which said approval shall be in accordance With Section 207 of the Telecommunications Act of 1996, and regulations promulgated in accordance therewith.

15. All antennas, except satellite dishes 18" or smaller in diameter, must be approved by the Committee prior to installation, which said approval shall be in accordance with the Telecommunication Act of 1996 and regulations promulgated in accordance therewith.

16. Any boats, trailers or other such camping and pleasure equipment shall be stored in the locked recreational vehicle storage area maintained by an enclosed garage, but not otherwise on a the Association or residential lot.

17. Each lot owner shall provide space for parking two automobiles off the street prior to the occupancy of any dwelling constructed on said lot.

18. Overnight parking of vehicles on the street is not permitted and same will be towed to the Vehicle Storage Area at the expense of the Owner thereof if same is not removed immediately after receipt of notice from the Association of said violation.

19. No private water wells may be drilled or maintained on any residential lot so long as there is such a water distribution line planned or existing within fifty (50) feet of such lot with an average daily water pressure in such line adequate for normal household use in dwellings served by such distribution line; provided further, that such water distribution line must be completed within five (5) days from the date of completion of the residence or a private well may be drilled by the lot owner. At such time as water distribution lines are installed within fifty (50) feet of a lot on which the owner has drilled a private well, the use of such well must be discontinued and the distribution line used in place thereof.

20. In order to implement effective insect and woods fire control, the Association reserves for itself and its agents the right to enter upon any residential lot on which a residence has not been constructed, and upon which no landscaping plan has been implemented (with prior written approval of the Environmental Committee for such plan), such entry to De made (at the expense of the owner of the lot), by personnel with tractors or other suitable devices, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds, or other unsightly growth, which in the opinion of the Environmental Protection Committee detracts from the overall beauty, setting and safety of the Windy Gap Mountain Village. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass. The Association and its agents may likewise enter upon such land to remove any trash which has collected on such lot without such entrance and removal being deemed a trespass. The provisions in this paragraph shall not be construed as an obligation on the part of the Association to mow, clear, cut or prune any lot or to provide garbage or trash removal services.

21. No residence shall be constructed within Windy Gap Mountain Village duplicating the design of another residence already constructed, or under construction in the subdivision.

22. All additional electric, telephone or other utility services shall be run below ground. No additional overhead line shall be permitted for any purpose.

23. Only the following shall be used as roofing materials for structures constructed on lots: Wood shakes or architectural grade shingles.
24. No exposed concrete, cinder or concrete masonry foundations shall extend above finish grade, except to comply with provisions of the applicable building code.
25. All driveways shall be paved with tar and gravel, or asphalt plant mix over gravel, or exposed aggregate concrete. Other special surface treatment will be considered. All driveways shall be designed to enhance the beauty of the lot with minimum exposure of the house.
25. The owner has six (6) months from point of occupancy to comply.
26. Only materials as approved by the Environmental Protection Committee shall be used on the exterior of houses, including, but not limited to such things as siding, roofing, doors, windows, gutters and stain and paint colors. All materials shall be selected to blend into the natural environment of Windy Gap Mountain Village.
27. Exterior plywood siding shall not be left natural. All exterior plywood siding shall be stained with at least one coat of premium grade stain (Olympic or equal). Solid wood plank exterior siding may be left natural and does not require staining.
28. The primary exterior siding material used on the front elevation of the Structure shall be used on all side and rear elevations of the structure.
29. All gutters and downspouts on structures shall be the same color as exterior siding material or compatible contrast.
30. No bizarre or exotic ornamentation of either house or landscaping will be allowed.
31. Firing of guns of any kind and hunting and trapping are prohibited at all times in the Windy Gap Mountain Village Subdivision, including all of the Common Areas and Well lots.
32. Excavation plans for installation of the septic tank and drain fields, driveway and foot plate must be submitted showing how this will not damage established plants and trees on the lot outside of the approved area(s) of excavation.
33. The wood siding on the homes shall be installed with galvanized, aluminum nails or equivalent.

34. Any brick that is used on the homes must blend with the siding and natural surroundings.

35. All landscaping within the street right of way and in the front utility easement shall be left or restored to natural state. If it become necessary to use this area for a septic system, then such use does not cancel this requirement.

36. No building shall be located on any lot nearer to the front lot line than the minimum building setback lines shown on the recorded plat. No building shall be placed closer than fifteen (15) feet to the side lot line. Where this setback line is found to be impractical for the utility of particular lot, these setback lines may be changed by the Environmental Protection Committee, taking into consideration the effect of same on the abutters, if the change in the setback lines is not required by Franklin County.

37. No fence, wall, hedge or shrub planting which obstructs sight lines at elevation between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement.

38. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

39. No single lot may be subdivided by a purchaser so as to create two (2) or more building lots from the original. However, a lot may be divided and added to adjoining lots.

40. No dwelling shall be erected on any lots shown herein having a minimum enclosed livable floor area less than the following: for a single story residence, 1,600 square feet on the main floor level, this area to be increased by 25% or a total house size of at least 2,000 square feet for a split level, split foyer, 1 1/2 story or 2 story residences. The following floor area shall not be included in tabulation of the aforesaid floor area requirements: breezeways, garages, unattached buildings, porches or unfinished basement areas. Finished basement areas may be included in the tabulation of the area for other than single story on the same percentage as the outside walls exposed.

41. All calculations are based upon outside dimensions. Mailboxes and mailbox posts shall be of a standard design and conform to the specifications as shown on the sketch attached hereto as "Exhibit A".

42. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Any person found by any Court to be violating or attempting to violate any Covenant, Condition or Restriction herein shall be liable to the Association, in addition to any other remedy provided for herein, for all costs and reasonable attorney's fees incurred by the Association in bringing any action to enforce these Covenants, Conditions and Restrictions.

43. Should any covenants or restrictions herein contained, or any sentence, clause, phrase or term of this instrument be declared to be void, invalid, illegal or unenforceable, for any reason, by the adjudication of any Court or other tribunal having jurisdiction over the parties hereto and the subject matter herein, such judgment shall in no way affect the other provisions herein which are hereby declared to be severable and which shall remain in full force and effect. In addition, if there is any contradiction between these restrictions and any governmental ordinance, laws or regulations of a federal, state or local agency, the latter shall prevail.

WINDY GAP PROPERTY OWNERS ASSOCIATION

BY:

PRESIDENT

ATTEST:

SECRETARY 7

STATE OF VIRGINIA

CITY/COUNTY OF ROANOKE TO-WIT:

The foregoing instrument was acknowledged before me this 2 day of

2000

t999, by CHRISTINE Cooke

LOREM IPSUM DOLOR

President of Windy Gap Property Owners' Association, a Virginia corporation.

My commission expires:

NOTARY PUBLIC