

GENERAL PROVISIONS

The Developer does hereby, of its own free will, impose, for the protection of the value, desirability and attractiveness of the lots hereinafter mentioned, in order that the same may be properly developed, certain restrictions, covenants and conditions which shall apply to all of the Lots, which said restrictions, covenants and conditions are as follows, to-wit:

1. APPLICABILITY: These Restrictions shall apply to the property. All of the Restrictions shall run with the land and shall be binding on all parties having or acquiring a right, title or interest in and to the real property or an part or parts thereof subject to such Restrictions.

2. TERM: These covenants are to run with the land and shall be 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 less an instrument signed by two-thirds (2/3) of the then Owner of the Lots has been recorded agreeing to change said covenants in whole or in part.

3. MUTUALITY OF BENEFIT AND OBLIGATION: These Restrictions 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 a privity of contract and estate between the grantees of said Lots, their 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.

GENERAL PROHIBITIONS AND REQUIREMENTS

The following general prohibitions and requirements are as follows:

1. No portion of the land conveyed shall be improved

or occupied for other than residential purposes.

2. No flat, apartment house, trailer, shack, tent, or basement shall be erected on any lot or used for living quarters either temporarily or permanently.

3. No residence shall be ^{1950.}erected with the ground floor square foot area of less than ~~350~~ square feet in the case of a one-floor or split level residence, nor less than 480 square feet in the case of a one and one-half or two-story residence, and the erection of a residence shall not be started that will not be completed both inside and outside within 12 months from the time construction is started, nor shall any residence or any portion thereof be erected closer than 20 feet to the front property line of the lot on which it is erected. This setback restriction may be waived by the parties imposing these restrictions where in their opinion the contour of the lot will not permit its observance. Exterior must be constructed of a permanent type material. Masonry block must be stuccoed or painted, frame construction must be stained or painted except redwood and cyress. Roof must be 10 year life expectancy or better. (Tar paper not acceptable.) *Anyone planning on building must have their plans approved by the Architectural Committee.*


4. No residence shall be erected that does not have a pressure water system with inside toilet and bath facilities and sewerage disposal facilities which meets the State Health Department requirements.

5. No dwelling shall be erected on less than one lot as shown on the subdivision Map, and no lot or lots in said subdivision can be re-subdivided except a lot may be subdivided providing each part is allotted to an adjoining lot.

6. No cows, hogs, sheep, poultry or goats shall be kept on any of the premises except that dogs, cats, or other house-hold pets may be kept provided they are not kept or bred for any commercial purpose. Nor shall any noxious or offensive trade be carried on upon any lot, nor anything be done thereon which may be or become a nuisance to the neighborhood.

7. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, two signs of not more than five square feet total area advertising the property for sale or rent. This provision shall not apply to subdividers subdivision and promotion signs.

8. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage and all waste, garbage or trash shall be kept in sanitary containers. All incinerators or



other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No unused, unlicensed, 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.

9. Easements are reserved for the drainage of surface water along natural drains.

10. All Lots, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such manner as to prevent their becoming unsightly by reason of the accumulation of rubbish or debris thereon. If not maintained by the Owner, the Lot will be cleaned up by Developer at the Owner's expense.

11. No noxious, offensive or illegal activities shall be carried on 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. Firing of guns and/or fireworks of any kind is prohibited at all time on any Lot and on the premises of which the Lot is a part.

13. No open air fire shall be started or maintained on any Lot except in a grill, fireplace or other suitable enclosure or container designed for the safe housing of man-made fires for cooking.

14. The right is reserved to put in such water mains, drains, culverts, poles or wires as may be required for light, telephone and power, etc. in the streets and roads and along the easements shown on the Map and the utility easements so shown may also be used for water easements if deemed necessary.

15. Developers reserve a 20 foot right-of-way for walkway from Chuck Hollow Road, just west of road to launching ramp leaves Chuck Hollow Road and through to Staunton River, and the right to build and maintain a floating dock for business at that location. This 20 foot strip is west of picnic area, park and boat launching and harbor.

X 16. Designated boat harbors) swimming, picnic and recreation areas shall be for exclusive use of lot owners and their guests. Guests are not to use these facilities except when accompanied by the owner or a member of his family or when occupying the residence of owner in his absence with his permission.

17. All lots are subject to easements granted to Appalachian Power Co. for water flowage from Smith Mountain Lake and for all utility easements on front of each lot, or elsewhere, drainage easements and any other easement on property including the walkways between and on the rear of certain designated lots for access to park areas and Lake, as designated on recorded subdivision Maps.

X
18. Each lot owner with purchase of lot obtains equal but an undivided interest in all parks, beaches, boat harbors, picnic and boat launching areas. Each lot owner's ownership is based on the total number of lots in Lynville-on-the-Lake as shown recorded plots of Sections 1, 2, 3, 4, Lynville-on-the-Lake in Clerk's Office of the Circuit Court of Franklin County, Virginia, divided by the number of lots owned by any one individual lot owner. Owners and developers of Lynville-on-the-Lake shall be held blameless of any liability for any accident or mishap that may occur on or in the areas set out above or any walkway, designated for the exclusive use of the residents of Lynville-on-the-Lake. Use of such designated recreation areas, walkways, public roads or easements is at the sole risk of those persons using these areas and all persons so using the same shall be deemed to have released the owners (and developers) from all liability that may arise thereby or therefrom. *assisted*

19. 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 hereof, such judgment shall in no wise affect the other provisions hereof 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 ordinances, laws or regulations of a Federal, state or local agency, the latter shall prevail.

20. Nothing in the above provisions shall prevent any lawful owner from giving good and unencumbered legal title to any financial or lending institution, free from all restrictions; but in the event of a foreclosure, the property foreclosed shall be sold subject to all of the above restrictions and covenants and the parties hereby imposing these restrictions and reservations reserve the right in themselves, their heirs or assigns to waive, release or modify any of the said reservations and restrictions.

21. 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.

22. If the parties hereto, or any of them, or their heirs and assigns, shall violate or attempt to violate any of the covenants or restrictions herein before April 1, 2011, it shall be lawful for any other person or persons owning any other lot or lots in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction, and either to prevent him or them from so doing or to recover damages or other dues for such violation.

23. All matters herein shall be interpreted and construed according to the laws of the State of Virginia.

IN TESTIMONY WHEREOF, witness the following signatures and seals this the 1st day of April, 1986:

DEVELOPING WORLD, INC.

By: 
President