

WARREN COUNTY, VIRGINIA
LAND RECORDS

000095 SEP 18 2012

Tax Map No. 44-64965
Return To Preparer: Paul J. Neal, Jr., 122 W. High St., Woodstock, VA 22664

**DECLARATION OF RESTRICTIVE COVENANTS AND RESTRICTIONS
APPLICABLE TO HOLIDAY PLANTATION, SECTION 2**

WARREN COUNTY, VIRGINIA

This Declaration of Restrictive Covenants and Restrictions is made this 4 day of June, 2012, by Holiday Plantation, L.L.C, a Virginia Limited Liability Company, hereinafter referred to as "Declarant". This subdivision shall be known as Holiday Plantation, Section 2, and is shown on a plat prepared by Larry C. Himelright, Land Surveyor, dated March 10, 2011. These Covenants and Restrictions shall apply to all lots in Holiday Plantation, Section 2, as shown on the attached plat.

1. The land herein conveyed shall be used for single-family residential purposes, and no commercial activity shall be allowed, except that home occupations as defined and allowed under the Ordinances of Warren County, Virginia, are allowed.

2. If the residence to be built is a one story building, the above-ground living area of the main residential structure on the premises, exclusive of open porches and garages, shall not be less than one thousand four hundred (1,400) square feet, "Above-ground living area" shall be interpreted as excluding either walk-out or fully underground basements.

3. If the residence to be built is a two story building, the above-ground area of the main residential structure on the premises, exclusive of open porches and garages, shall not be less than two thousand (2,000) square feet "Above-ground living area" shall be interpreted as excluding either walk-out or fully underground basements.

4. If the residence to be built is a split level, it shall contain no less than one thousand four hundred (1,400) square feet on each floor, exclusive of open porches and garages, car ports, patios, breeze-ways, basements, or open or semi-open or screened in closures.

5. No building shall be erected, placed or located on any lot, until the construction plans and specifications have been approved in writing by Declarant. This requirement will terminate when last lot owned by the Declarant has been sold. Should the Declarant re-acquire any lot after the initial sale of all lots, such reacquisition shall not re-activate this provision.

6. All trees 4" or larger in diameter must be kept if within 25' of a property line unless reasonably required to be removed to install a drainfield or erect a dwelling. Subsequently, trees shall be maintained unless diseased, dead, or need to be removed for other reasonable purposes. Clear cutting and timbering shall not be permitted.

7. No dwelling shall be erected on any lot closer than setbacks required by Warren County Zoning regulations (50' front, 15' side and 35' rear).

8. No building of a temporary nature shall be erected or placed on any lot upon the property except those customarily

Prepared By:
PAUL J. NEAL, JR.
ATTORNEY AT LAW
P.O. BOX 474
WOODSTOCK, VIRGINIA
(540) 459-4041

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erected in connection with building permanent structures, and in such cases, for a period not to exceed twelve (12) months, or a sales office on the part of the Declarant.

9. There shall be no exposed masonry such as concrete block or "stamped" concrete on foundations, All masonry must be covered with stone veneer, or brick veneer, No manufactured housing will be allowed (i.e., only "stick built" houses allowed), to the extent allowed by law.

10. No mobile home, trailer, recreational vehicle, tent, garage, barn or boat shall be allowed for purposes of occupancy on said premises. In the event a lot owner possesses a camper trailer, boat, or other vehicle of a similar nature, said vehicle may be parked or stored on said premises, but may not be used for occupancy thereon.

11. No junked or inoperable vehicles shall be allowed on the premises.

12. There shall be no re-subdivision of the land herein conveyed into smaller lots than provided on the aforesaid subdivision plat of survey except lots 13, 14, 15, and 16 may be subdivided into two (2) lots of relatively equal size if permissible under applicable Warren County Zoning Regulations.

13. Household pets shall be allowed on all lots, but will be limited to a combined total of no more than four (4) dogs or cats, and must be housed, kept, and restrained in compliance with applicable County Ordinances. Any offspring of these animals must be removed by the time they are eight (8) weeks old. Pigs, sheep, goats, chickens etc. will not be considered pets. Lots 13, 14, 15, and 16 also will be allowed to have horses, cattle, goats, sheep and chickens, but will be limited to no more than ten (10) total animals, in any combination. Any building or enclosure to house the animals must be one hundred (100') feet from adjoining property lines, but animals may be allowed to pasture to property line. Notwithstanding the foregoing, Lot 17 will be allowed all rights normally associated with a farm operation except for no commercial activities. Hog pens, chicken houses and similar structures on such lot must be located five hundred (500') feet from any adjoining then-existing dwelling, or boundary line, whichever is greater.

14. The Declarant, or its assigns, for a period of 5 years from the date of the recording of this instrument, reserves the right to make changes in these covenants, to correct errors and omissions, provided all changes are consistent with the original intent of such covenants, as determined by Declarant, and provided no change creates an easement that overlaps or infringes upon any existing improvements.

15. All drainfields shall be placed in the approximate locations as shown on the attached plat.

16. Slope, drainage, and utility easements are reserved as shown on the attached plat for the benefit of all lot owners. Declarant reserves the right to execute further easements for the use of these easement areas by public utility companies, which easements shall be binding upon all lot owners, provided such easements are consistent with the generally accepted nature of utility easements, and provided such easements are located consistent with the locations as set forth on the attached plat,

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with the same or lesser width as shown. Grading shall be allowed in the drainage/slope easement areas as reasonably required by VDOT for the proper maintenance and functioning of the adjacent roadways.

17. Drainage Preservation Easements are reserved in favor of Warren County as shown on lots 16 and 17, prohibiting the construction of improvements within such areas, subject to terms of the the applicable ordinances of Warren County, Virginia.

18. A sight line easement is reserved on Lot 10 in favor of VDOT, for such trimming as necessary to assure safe and appropriate sightlines along the state road.

19. A sign easement is reserved for the benefit of all lot owners on Lots 7 and 16 as shown on the plat, for the placement of an entrance sign. The maintenance of the grounds shall be the responsibility of the owner of Lots 16 and 7 to assure sign viewability, but the actual sign maintenance shall be the shared responsibility of all lot owners, who by a majority vote, one vote per lot, may determine to make changes in the style or design of the sign after Declarant has initially sold all lots.

20. Lot 17 shall be responsible for the shared maintenance of White Pine Court, together with the owner of adjacent Lot A.


21. Septic drainfield easements are reserved for Lot 4 upon Lot 16, and for lot 5 upon Lot 6, for the installation and maintenance of septic drainfields. Following any construction, repairs, or maintenance, the owner of the benefitted lot shall restore the surface areas as nearly as practicable to their pre-disturbance condition.


22. Lot 15 is subject to a 50' access easement as shown on the plat in favor of Lot 17 and adjacent Lot A, but shall not be required to share in the maintenance of the right of way, unless actually used by the owner or occupant of Lot 15.

23. An access easement over all roads, except for the private access road across lots 15 and 17, is granted to all lot owners until such roads are conveyed to Warren County and/or VDOT, at which time the roads will become public roads.

24. Unless otherwise designated, all easements shall run with the land. These covenants shall be binding upon all lots, and run for a period of 10 years, and shall be automatically renewed for successive 10 year periods unless changed by a 75% vote of Lot owners, one vote per lot, AFTER Declarant has sold its last lot such that Declarant no longer owns any lots in the development.

HOLIDAY PLANTATION, LLC

By:  (SEAL)
Larry C. Himelright, Manager

By:  (SEAL)
Jerry Hamman, Manager

WARREN COUNTY, VIRGINIA
LAND RECORDS

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STATE OF VIRGINIA AT LARGE, To-Wit:

The foregoing DECLARATION OF RESTRICTIVE COVENANTS AND RESTRICTIONS APPLICABLE TO HOLIDAY PLANTATION, SECTION 2, WARREN COUNTY, VIRGINIA, was acknowledged before me in Shenandoah County, State of Virginia, on this 7th day of September, 2012, by Larry C. Himelright, Manager of Holiday Plantation, LLC.

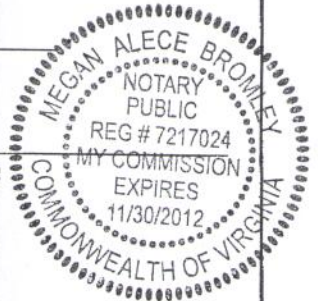
My commission expires: November 30, 2012

Registration Number: 7217024

I was originally commissioned as
Megan Alece Bromley, Notary Public

Megan Price
Megan Price

Notary Public



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My commission expires: November 30, 2012

Registration Number: 7217024

I was originally commissioned as
Megan Alece Bromley, Notary Public

Megan Price
Megan Price

Notary Public



INSTRUMENT #120005474
RECORDED IN THE CLERK'S OFFICE OF
WARREN COUNTY ON
SEPTEMBER 18, 2012 AT 03:03PM

JENNIFER R. SIMS, CLERK
RECORDED BY: SFK

Sfa