

BK 0922 PG 01671

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
PIONEER'S TRAIL
PHASE I

THIS DECLARATION, made on the date hereinafter set forth, by Bonbrook, LLC, hereinafter referred to as "DEVELOPER".

WITNESSETH

WHEREAS, Developer is the owner of certain property, situate, lying and being in the County of Franklin, State of Virginia, known as Pioneer's Trail, which is more particularly shown and described on the plat of Pioneer's Trail, recorded and in the Clerks Office of the Circuit Court in Franklin County, Virginia, in Deed Book 0922 at Pages 1668 thru 1669.

NOW, THEREFORE, Developer hereby declares that Lots 1 through 6 otherwise known as Phase I of Pioneer's Trail shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
GENERAL PROVISIONS

The Developer does hereby, of its own free will, impose, for the protection 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 owned by Bonbrook, LLC, which said restrictions, covenants and conditions are as follows, to-wit:

1. LAND USE AND BUILDING TYPE

- (a) No structure shall be erected on any individual Lot other than one private, single-family dwellings, with detached buildings. No separate facilities shall be built or used for the purpose of renting, nor shall the use of any mobile home as a permanent or temporary residence be permitted on any Lot.
- (b) No business or commercial activity shall be allowed other than home occupations as defined by the Franklin County Zoning Ordinance as Home Occupations, Class A.
- (c) No visible trade materials or inventories may be stored. No trucks (trucks with a 25,000 GVW or larger classification), Tractors, or inoperative vehicles may be stored, used, or parked where visible from road.
- (d) All modular products shall be of "off-frame construction" and built to prevailing state building codes.

2. TEMPORARY STRUCTURES: No temporary house, trailer, tent, garage, or other outbuilding shall be placed or erected on any Lot, provided, however, that the Developer 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.

No outside toilets shall be constructed on any Lot, except during construction and must be removed at the end of construction or once the building under construction is in use, whichever occurs first. 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.

3. TIME ALLOTTED FOR CONSTRUCTION: Once physical construction of improvements is started on any Lot, the improvements must be substantially completed in accordance with plans and specification, as approved, within one (1) year from commencement. Failure to comply will result in the Lot

Owner(s) being assessed a monthly fine equal to 1% of the value stated on the building permit for said improvements. All physical improvements must be kept in compliance with the local building code and regulations.

4. MINIMUM FLOOR AREAS: No dwelling shall be erected on any Lot shown hereon having a minimum enclosed and heated livable floor area less than the following: The principal residence shall have a minimum of sixteen hundred and fifty (1,650) square feet of usable floor space on one level, excluding basement, garages, porches, storage rooms, breezeways and terraces. Where the principal residence to be erected on a Lot is to be a multi-story dwelling, it shall contain a minimum of twelve hundred and fifty (1,250) square feet of floor space on main level and a total minimum of two thousand (2,000) square feet of floor space with the hereinabove exclusion as to garages, etc., to apply.
5. BUILDING LOCATION: No building shall be located on any Lot nearer than fifty (50) feet to the front property line nor twenty-five (25) feet to a side and rear property lines. Where these setback lines are found to be impractical for the utility of a particular Lot, they may be changed by written approval of the Developer.
6. VINYL SIDING: Vinyl siding can be used, provided the front elevation has at least twenty five (25) percent brick, stone, or other architectural products.
7. ROOFING MATERIAL: Only the following shall be used as roofing materials for structures constructed on Lots: wood shakes, slate, architectural shingles or architectural metal.
8. TREATMENT OF FOUNDATIONS: No exposed concrete, cinder or masonry foundations shall extend above finish grade unless it is of an architectural nature (textured) that is approved by the Developer.
9. HOME EQUIPMENT: All outdoor clothes poles, clotheslines, and similar equipment shall be so placed or screened by shrubbery as not to be visible from any street within the Subdivision.
10. UTILITY LINES: All electric, telephone or other utility services shall be run below ground from service drop at street. No additional overhead lines shall

be permitted for any purpose, including lines run to detached buildings or fences.

11. STORAGE OF FUEL, TRASH, and SERVICE ITEMS: Every tank for the storage of fuel installed outside any building in the Subdivision shall be either buried below the surface of the ground or screened to the satisfaction of the Developer by fencing or shrubbery. Every outdoor receptacle 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. If an Owner is planning on storing such service items as lawnmowers, grills, etc., outside of the dwelling, he must construct a screening fence to shield and hide the items from view.
12. SIGNS: No sign of any kind shall be displayed to the public view on any Lot except one (1) sign advertising the Lot for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. Such signs shall be no larger than those customarily used in the real estate business for said purposes.
13. ANIMALS: No farm animals shall be allowed.
14. USE OF PROPERTY: No offensive or noxious activity shall be carried on upon any Lot, nor shall anything be done thereon tending to cause discomfort, annoyance, or nuisance to the neighborhood. There shall not be maintained any plants or animals or device or thing of any sort whose normal activity or existence is in any way noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the Owners thereof.
15. PUBLIC UTILITY EASEMENT: There shall be a public utility easement (also known as P.U.E.), twenty (20) feet in width along front property lines of all Lots and as shown on plat. This P.U.E. is for the purpose of installing utilities and the utility companies are thereby and expressly permitted to deviate from the P.U.E. where deviation is necessary.
16. 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 twenty-five (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.

17. MODIFICATIONS: The Lot Owners can with a 3/4 majority vote to modify, revoke, alter or amend these restrictions, covenants and conditions.
18. INDEMNIFICATION OF DEVELOPER: The Developer is always to be held harmless for any and all restriction enforcements and decisions on ordinances.

Bonbrook LLC

By:

F. Michael Jurist

Title:

Member/Manager

Bonbrook LLC

By:

[Signature]

Title:

Member/Manager

BK 0922 PG 01676

INSTRUMENT # 070010031

RECORDED IN THE CLERK'S OFFICE OF

Oct 4 FRANKLIN COUNTY ON
_____, 20 07 AT 11:10a.m.

ALICE S. HALL, CLERK

BY: Sarah M. Pillaman (DC)