

DECLARATION
OF
RESTRICTIONS, COVENANTS AND CONDITIONS
OF
CAHAS RETREAT

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THE ALLOY GROUP, LLC, a Virginia Limited Liability Company, and L & L BUILDERS, A LIMITED LIABILITY COMPANY, a Virginia Limited Liability Company, being the owner and the Developer of the CAHAS RETREAT subdivision (the "Development" or "Community"), do hereby and herein impose the following restrictions, covenants and conditions, the purpose of which is to insure the best use and the most appropriate development and improvement of the CAHAS RETREAT development, and, accordingly the following restrictions shall apply to all the lots located in CAHAS RETREAT subdivision as shown on the plat of survey made by Robert C. Jeans, L. S., dated March 21, 2006, of record in the Clerk's Office of the Circuit Court of Franklin County, Virginia, in Deed Book 885, at Page 2006-2008.

The Restrictions, Covenants and Conditions are as follows:

1. Each lot is restricted to single-family residential use.
2. No more than one single family residence shall be erected on any lot. One floor dwellings shall contain a

minimum of two thousand two hundred (2,200) square feet of heated living space. Two floor dwellings shall contain a minimum of two thousand seven hundred (2,700) square feet of heated living space. Split level homes and story and one-half dwellings shall contain a minimum of two thousand four hundred (2,400) square feet of heated living space. Decks, attics, porches, garages, carports, and basements shall not be considered heated living space.

3. No mobile homes, house trailers (including double wides) or manufactured homes of any type are permitted in this development. Modular homes shall be permitted provided the home meets the requirements of Paragraph 2 above and the home selected is approved by Developer prior to the beginning of any construction. The approval or disapproval shall be in the sole discretion of Developer. Log homes and log cabins are prohibited.

4. Detached garages shall be permitted if the construction, style, exterior materials, and the exterior are approved by Developer. The approval or disapproval shall be in the sole discretion of the Developer. Any detached garage shall be approved by Developer prior to beginning construction.

5. Construction (including painting or staining of unfinished exterior wood and landscaping) shall be completed within one year of the start of construction. Storage of building material after completion of the exterior shall be prohibited. Wells and septic disposal systems shall be constructed according to specifications and requirements of the Franklin County Health Department or other responsible health agency. No dwelling shall be occupied until all the construction is completed, connections made to an approved well and septic system, and all disturbed areas of the lot covered with grass seed or mulch.

6. Plans for construction on any lot must be submitted to the Developer for written approval prior to the commencement of any construction. As long as Developer owns any lot in the development, this restriction shall apply. The approval or disapproval shall be in the sole discretion of the Developer. Plans shall be submitted prior to the beginning of construction.

7. The owner of each lot shall, at all times, maintain the appearance of the lot to reflect the character of the development. Tall grass, trash, rubbish and general unsightly appearance of the lot is prohibited. The Developer shall have the authority to declare a lot unsightly and notify

the owner to conform the appearance of the lot. Failure to do so within ten (10) days following written notification by the Developer, shall result in the Developer having the right to enter the lot to correct the non-conformity and charge the lot owner for actual expenditures, including attorneys fees.

8. Campers, trailers, buses, boats and inoperative vehicles shall be prohibited. Recreational vehicles, trucks (excluding pickups), and trailers may be parked temporarily only while loading, unloading and cleaning. Class A & C motor homes may be parked at a residence so long as the motor home is fully licensed, bears a current inspection sticker and is fully operational.

9. Driveways shall be connected to streets according to VDOT (Virginia Department of Transportation) standards before vehicular access to the lot. A gravel base shall be installed on each driveway and maintained during construction. Each lot owner shall be responsible for any damages to the streets (including shoulders) caused by contractors, subcontractors, moving companies, or invitees. Permanent driveways shall be paved no later than ninety (90) days after completion of construction and accommodate the parking of a minimum of three (3) vehicles.

10. All structures shall be erected on the lot in accordance with the requirements of the Franklin County Subdivision Ordinance and the Franklin County Zoning Ordinance.

11. The exterior of all structures shall be brick, stucco, stone, vinyl or wood that is maintained with stain or paint. Vinyl siding shall be permitted only with the approval of the Developer, and provided the same is of superior or premium grade, but in no case shall such siding be permitted to cover more than forty (40%) percent of the exterior front of the house.

12. No lot shall be subdivided into a separate lot except an adjoining lot may be subdivided and its area added to contiguous lots.

13. No signs, billboards, or other advertising shall be permitted except contractor and real estate signs six (6) square feet or less and no more than one sign shall be permitted on any lot. Signs must be removed within fifteen (15) days of completion of construction or sale of the property. Signs placed by the Developer shall be permitted at all times.

14. Home gas storage tanks shall be installed below finish grade. Firewood shall be neatly stacked and out of sight and not dumped.

15. A ham radio antenna may be installed on Lot #2. The antenna, size, height, color, location, and appearance of the antenna must be approved by the Developer prior to the beginning of the installation.

16. All receptacles for ashes, trash, rubbish or garbage shall be stored in the garage or otherwise screened from view except during collection periods. No such receptacles shall be permitted outside any residence or garage except for collection.

17. No more than two (2) cats and/or two (2) dogs (i.e. no more than 4 pets, total, per lot) shall be kept on any lot. No dog weighing more than seventy (70) pounds at full growth shall be allowed in the development. Such household pets must have current vaccinations and licenses. Such household pets shall not be kept, bred or maintained for commercial purposes in any lot. Such pets shall be controlled by their owners to preclude interference with the enjoyment by others of their property. Under no circumstances shall "exotic" pets (including, but not limited to, snakes, pot-bellied pigs, ferrets, wild cats or wolves) be permitted on

any lot. Lot Owners shall be responsible for all damages caused by any pet residing on his/her lot. Under no circumstances shall Pit Bulls, Doberman Pinschers or Rottweilers be permitted in the development.

18. Decorative fencing (e.g. wood, vinyl, wrought iron, etc.) shall be permitted, but must be approved by the Developer prior to installation.

19. No tree with a diameter larger than six (6) inches measured three (3) feet from the ground shall be removed from the area located between the side and rear lot set back lines and the boundary line of the lot, except as may be required for the installation and maintenance of public utilities, wells and septic disposal system, or for reasons of safety.

20. The Developer shall have the right to install and maintain utilities within the streets and the public utility easement areas as shown on the subdivision plat; and to place trees and shrubs for the purpose of screening within the Screening Easement shown on the subdivision plat.

21. The Property is restricted to single-family residential use. No house, lot, or any part thereof shall be used for the conduct of any business, commerce or profession other than is customary in home offices and subject to the

additional restrictions set out in paragraph (1) below. The following additional prohibitions and requirements shall prevail as to the construction or activities conducted on any lot in CAHAS RETREAT subdivision:

(A) Home office uses permitted in the Community shall comply, at all times, with the following restrictions:

(i) No person, other than the lot owner or a member of the lot owner's family residing in the residence can be engaged in such home office;

(ii) The use of the residence for the home office shall be clearly incidental and subordinate to its use for residential purposes by the lot owner;

(iii) There shall be no visible evidence of the conduct of such home office;

(iv) No traffic shall be generated by such home office; and

(v) No equipment or process shall be used in such home office which creates noise, vibration, glare, fumes, odors or electrical interference detectable to the normal senses outside the residence. In the case of electrical interference, no equipment or process shall be used

which creates visual or audible interference in any radio or television receivers off the lot.

22. No temporary house, trailer, tent, garage or other outbuilding shall be placed or erected on any lot. Camping and the use of tents (except to accommodate a single event, party or celebration) is prohibited. Children under the age of fifteen (15), with the permission and under the supervision of their parent(s), may place a small tent no bigger than 9' x 9' x 9' on the lot for an occasional sleep out.

23. No unused, unlicensed, stripped down, partially wrecked or junk motor vehicles or sizable parts thereof shall be permitted to be parked on any street in the Development or on any lot. No commercial vehicles, except those used for making routine service calls to a residence, shall be parked on the Property.

24. No outdoor clothes poles, clothes lines, private television, radio antenna, satellite dishes larger than 18" in diameter and similar equipment shall be permitted. The approval or disapproval shall be in the sole discretion of the Developer. No above ground swimming pool shall be permitted in the subdivision. In ground swimming pools must be approved by Developer before being constructed.

25. 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.

26. No noxious, offensive or illegal activities shall be carried on any lot nor shall anything be done on any lot that shall become an unreasonable annoyance or nuisance to the other lot owners. Lot owners shall exercise extreme care not to disturb other residents of the Community with excessive noise or by the unreasonable use of radios, televisions, musical instruments, telephones, amplifiers or other similar devices. This is not intended to prevent a homeowner from entertaining at occasional events such as a wedding or other social gathering.

27. The Developer shall approve each mailbox before installed.

28. Firing of guns of any kind is prohibited at all times in any lot and on the Property.

29. In the event of the violation of any restriction, covenant and/ or condition herein made, it shall be lawful for any lot owner in the subdivision or the Developer to prosecute any proceedings at law or in equity

against the person or persons violating or attempting to violate any restriction, covenant or condition herein to restrain a violation or to recover damages.

30. Should any covenant 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.

31. These restrictions, covenants and conditions shall effect and run with the land and shall exist and be binding upon all parties and all persons claiming under them for a period of thirty (30) years and shall automatically be extended for successive periods of ten (10) years each, unless a modification instrument signed by a majority of the then current lot owners which instrument shall be recorded in the Clerk's Office of the Circuit Court of Franklin County,

Virginia, setting forth such modification(s). The Developer, so long as the Developer owns any lot in this Community, reserves the right to amend these restrictions (or provide a document to clarify the same) provided any such amendment does not violate the intents and purposes herein provided.

WITNESS the following signatures and seals.

THE ALLOY GROUP, LLC,
A Virginia Limited Liability Company

By:  (SEAL)
GEORGE W. LOYD, MEMBER

L & L BUILDERS, A LIMITED LIABILITY COMPANY,
A Virginia Limited Liability Company

By:  (SEAL)
LARRY E. FUDA, MEMBER/MANAGER

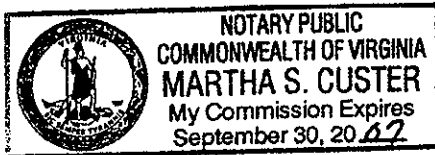
By:  (SEAL)
R. MARGARET FUDA, MEMBER/MANAGER

STATE OF VIRGINIA, AT LARGE

COUNTY OF FRANKLIN, to-wit:

The foregoing Restrictions were signed and acknowledged before me this the 12 day of June, 2006, by GEORGE W. LOYD, MEMBER OF THE ALLOY GROUP, LLC, a Virginia Limited Liability Company.

My commission expires: 9-30-2007



Martha S. Custer
NOTARY PUBLIC

STATE OF VIRGINIA, AT LARGE

COUNTY OF FRANKLIN, to-wit:

The foregoing Restrictions were signed and acknowledged before me this the 9 day of June, 2006, by LARRY E. FUDA, MEMBER/MANAGER OF L & L BUILDERS, A LIMITED LIABILITY COMPANY, a Virginia Limited Liability Company.

My commission expires: 9-30-2007



Martha S. Custer
NOTARY PUBLIC

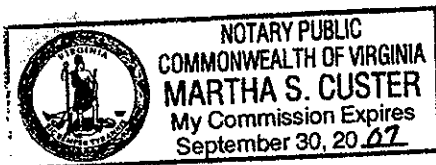
STATE OF VIRGINIA, AT LARGE

COUNTY OF FRANKLIN, to-wit:

The foregoing Restrictions were signed and acknowledged before me this the 9 day of June, 2006, by R. MARGARET FUDA, MEMBER/MANAGER OF L & L BUILDERS, A LIMITED LIABILITY COMPANY, a Virginia Limited Liability Company.

My commission expires: 9-30-2007

Martha S. Custer
NOTARY PUBLIC



INSTRUMENT # 060006561
RECORDED IN THE CLERK'S OFFICE OF
FRANKLIN COUNTY ON
6-13, 20 06 AT 10:16am
ALICE S. HALL, CLERK

BY: Jessica Scott (DC)