

RESTRICTIVE COVENANTS FOR THE PALISADES

The following restrictive covenants, conditions and reservations which are to run with the land are:

1. No structure shall be erected on the individual lot other than one single family dwelling with appropriate accessory buildings. The dwelling shall contain a minimum of 1400 square feet of living area, excluding any basement area, and shall be completed within one year from the date of the issuance of the building permit.
2. No single wide or doublewide mobile homes shall be permitted.
3. No exposed concrete or block foundations shall be permitted.
4. It shall be the responsibility of the owner to prevent the development of any unclean, unsightly, or unkept condition of the buildings or grounds, which shall tend to decrease the beauty of the neighborhood as a whole. This shall include unused objects or apparatus, or any portion, thereof garbage, junk, trash, debris, or any substance that might contribute to a health hazard. All open areas must be mowed a minimum of two (2) times per year. Vehicles without valid registrations or inoperable vehicles shall be housed in a garage or accessory building. Failure to maintain any lot or residence or any other structure or improvement, including fencing, in a good state of repair will entitle the other lot owners after fourteen (14) days written notice to the lot owner of the undesirable condition, to have necessary services performed at the expense of the lot owner and shall constitute a lien against said real estate.
5. No commercial swine or poultry operations are permitted on any parcel or the Common Area. It shall be the responsibility of any lot owner to properly fence their property to contain animals within their own lot.
6. Dogs, cats and other household pets are to be in keeping with the County of Rockbridge pet ordinance.
7. Each owner shall provide receptacles for garbage and trash in an area not visible to others.
8. No fuel tanks or similar storage receptacle shall be visible to others. Fencing or other protection shall be installed.
9. Each lot may be subdivided one time, into not more than two resultant parcels, each of which must contain not less than 10 acres, not including any ownership interest in the Common Area described below.
10. These restrictions are to run with the land and are binding on all parties and are recorded in the office of the Circuit Clerk.
11. Enforcement shall be by proceedings at law or in equity against any person or persons violating, or attempting to violate, any covenant herein, to restrain the violation or to recover damages.

12. Each tract is subject to an easement for utilities, running generally within or alongside of the existing power line easement, for the purpose of providing utilities to each parcel, if required.

COMMON AREA

1. Each of the four original tracts as shown in the concept sketch will have an undivided 25% interest in the Common Area.
2. The Common Area must remain as one parcel in perpetuity, and can never be subdivided or any portion, thereof, sold off.
3. The entire Common Area, designated by plat or sketch, will be for the benefit of the lot owners and their families. Noxious conduct is strictly prohibited.
4. A deeded right of way to the river exists at the gated, northern end of the property for lot owners on Route 501 and Weaver's Way.
5. No permanent habitable structures shall be erected on the Common Area.
6. Maintenance and upkeep of the common area is the joint responsibility of the lot owners.
7. No further easements or rights of way are to be granted through the Common Area.

Separate on Brochure:

It is contemplated that Sellers may enter into a contract for a "Conservation Easement" on all or part of the Common Area.