

**RESTRICTIVE COVENANTS FOR
MOSBY OVERLOOK ESTATES
(CORRECTED)**

Amended – April 22, 2017

The undersigned, ASD, Inc., a Virginia corporation, the owner of the above property, hereby sets forth the following Restrictions which are covenants running with the land which shall be binding on any present or future owner.

All lot owners shall be members of the Property Owners Association formed and will be eligible to serve on the Architectural Committee.

1. Definitions:

“Owner” shall mean and refer to the record owner, or owners of an equitable interest, whether one or more persons or entities, of the simple title to any lot which is a part of this property, including contract sellers, but excluding those persons or entities having such interest merely as security for the performance of an obligation.

2. Building Destruction:

If any of the buildings or structures are damaged or destroyed, they shall be promptly repaired or rebuilt in the same size and manner as they were originally constructed or not rebuilt at all. New or revised plans must be approved in advance of reconstruction by the Architectural Committee.

3. Easements:

(a) Utility Easements

ASD, Inc. its successors and assigns, reserve the right to reserve easements for the installation and maintenance of utilities, television cables, supply and transmission lines, and drainage facilities, and for the purposes of connecting such utilities, cables, lines, and facilities to the houses.

(b) Plat Easements

All lots shall be subject to the easements shown on the plat of the Subdivision.

4. Motor Vehicles:

- (a) No motor vehicle without a current (1) license, (2) registration, and (3) State inspection shall be kept on any lot at any time, other than in a closed garage.
- (b) No All-Terrain Vehicles or Dirt Bikes allowed on any Subdivision Road (other than four wheelers owned by ASD, Inc. and used for sale and development of lots).

5. Nuisances:

No noxious or offensive activity shall be carried on upon any portion of the subject property, nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood.

6. Signs:

No sign of any kind larger than one foot square shall be displayed to the public view on any lot, except temporary signs not more than five (5) feet square in area advertising the property for sale or rent and except for temporary signs erected by ASD, Inc. its successors or assigns, in connection with the construction, lease or sale of buildings and lot or a permanent sign designating the subdivision.

7. (a) Minimum Size of Homes (unless otherwise approved by the Architectural Committee):

- 1. All one story houses shall contain a minimum of 1,800 square feet exclusive of basement, garage or carport on 5 acre lots, and 10 acre lots; and 2,200 square feet exclusive of basement, garage or carport on 20 acre lots.
- 2. All two story houses shall have a minimum of 1,500 square feet on the main floor, and a minimum of 700 square feet on the second floor, exclusive of basement, garage or carport.
- 3. No split foyers.
- 4. All exposed concrete above grade shall be brick or stone veneer.
- 5. Siding to be approved automatically is Cedar, Stucco, Brick, and Stone. All other siding is subject to the approval of the Architectural Committee. Predominately vinyl or aluminum siding is not allowed.
- 6. All new construction is to be approved by the architectural Committee.

8. Refuse Disposal:

No material or refuse shall be placed or stored within fifty (50) feet of the property line of any lot.

9. Land Use:

- (a) No further subdivision of any lot is permitted.

- (b) Lots are to be used for residential purposes only except for home occupations permitted by Warren County, Virginia. No property, or any portion thereof, shall be leased or rented for a term of twenty-nine (29) days or less for any purposes, including but not limited to any residential or commercial purposes such as short-term rentals, vacation rentals, weddings, retreats, or other event rentals.
- (c) No more than one single family dwelling is permitted per lot,
- (d) Accessory buildings, such as sheds, stables, or detached garages are permitted provided they are built in one of the approved materials as outlined in section 7-5.
- (e) No temporary structures for residence are permitted nor are trailers or tents to be used for residential purposes.
- (f) All construction to be a minimum of 200 feet from property lines unless otherwise approved by the architectural Committee on 20 acre lots and 50 feet from the sides and back on 5 acre lots and 100 feet on 10 acre lots. Houses on Lots 2, 3, 4 and 5 will face John Marshall highway, unless otherwise approved by the Architectural Committee.
- (g) On wooded lots of 20 acres, no more than 3 acres can be cleared unless approved by the architectural Committee. On 5 acre lots no more than 1 wooded area may be cleared.
- (h) No lot shall be used as access to lots outside the Subdivision, except to Lot 12 Applewood Estates, and Lots 4, 5A and 10A Mosby Mountain Estates.

10. Enforcement and Assignment of Mosby Overlook Estates:

The Property Owner's Association, through its Board of Directors, shall have the right, upon twenty (20) days written notice to the Owner of the property involved, setting forth the action intended to be taken, and if, at the end of such time, such action has not been taken by the Owner:

- (a) To remedy or correct any violation of these restrictive covenants at the noncomplying owners' expense which expense, if not paid by the owner within twenty (20) days of receipt of bill for said costs by the owner, shall become as assessment and a lien in favor of the developer (or subsequently the Property Owner's Association).
- (b) In the event ASD, Inc. or its successors or assigns must bring legal action, at law or equity, to enforce any provisions of these covenants, the breaching party shall be responsible for ASD, Inc.'s, its assign's or the Property Owners Association's costs, attorney and expert witness fees so incurred.
- (c) This section does not prevent individual lot owners from bringing suit to enforce the covenants.

11. Notice:

Any notice provided for herein shall be in writing and addressed to the Owner in question at his last known mailing address.

12. Term:

These restrictions are covenants real which shall run with the land and shall be binding upon all future lot Owners, and those claiming under them, for a period of twenty (20) years from the date of recordation of this Declaration of Covenants and Restrictions. Thereafter, these restrictions shall be automatically extended for successive periods of ten (1) years unless an instrument executed by a majority of the then Owners of the lots having agreed, in writing amending the restrictions in whole or in part, is recorded in the lands records of Warren County, Virginia, setting forth the agreed amendments prior to the commencement of one of the succeeding ten-year terms.

13. No hunting of any kind allowed in the subdivision except for deer with shotgun, or bow and arrow only.

14. The Pond located on Lots 11, 12, 13 and 14 is for the exclusive use of the lot owners of these four lots. The upkeep of the Pond shall be the responsibility of these four lot owners. Each lot shall have one vote in determining the Pond's upkeep.

15. A Property Owners association is hereby formed. ASD, Inc. shall serve as the initial Property Owners Association and Architectural Committee. Upon the formation of the Property Owners Association and the sale of five (5) lots, ASD, Inc. will assign the functions to the Property Owners Association.

16. Severability:

The invalidation of any one of these covenants by judgment or court order, or in any other manner, shall in no way affect any of the other covenants and restrictions which shall remain in full force and effect.

ROAD USE AGREEMENT

1. Maintenance fees shall be paid by all owners of Lots in Mosby Overlook Estates to the Property Owners Association and the maintenance of the roads will be the responsibility of the Property Owners Association. Maintenance fees shall be a minimum of \$1,000.00 per year per lot owner, pro-rated at the time of closing and then annually thereafter, payable on January 1st. ASD, Inc. shall be exempt from paying any road maintenance fees for three (3) years.
- CHANGE
FROM
\$ 500
TO
\$ 1,000.00

Construction Impact Fee of \$1,500.00 to be paid to the Property Owners Association before construction of new homes for refurbishing roads due to construction use traffic.

All of the above shall be at the cost and expense of the lot owner(s), such cost and expense to be paid to the Property Owners Association upon demand, and if not paid within ten (10) days thereof, then to become lien upon the property affected. The Property Owners Association shall also have the right to file suit against the affected lot owner in a court of competent jurisdiction to compel the lot owner to take the necessary actions on his own.

The Property Owners Association shall have the right to enforce all of the above in accordance with the provisions of Virginia Code Section 55-508, et seq, and these covenants.

The enumeration of the above enforcement rights vested in the Property Owners Association shall not limit the rights of ASD, Inc., its successors in interest, or any owners of lots shall have the authority to prevent or stop violation or attempted violation of any of these restriction by injunction or other lawful procedure, and to recover any damages resulting from such violation, including court costs, expert witness fess and reasonable attorney fees.

Fees may be increased or decreased by a majority vote of the Property Owners Association.

2. Easements:

The owners of Lots 4,5A and 10A of Mosby Mountain Estates and Lot 12 of Applewood Estates are hereby granted an Easement over Wapping Road. The owners of these lots shall be required to pay fees for road use based upon the use of their property. Said fees to be determined on an annual basis by the Board of Directors.

ADDED
THIS
SENTENCE

ASD, Inc.

BY: _____

Susan S. Poe, President

Mosby Overlook Estates Property Owner Association

BY: _____

Mark Smith, President

COMMONWEALTH OF VIRGINIA

COUNTY OF WARREN, to-wit:

Subscribed and sworn to before me by Susan S.Poe and Mark Smith this 22nd day of April, 2017.

My commission expires: _____

Notary Public