

DEDICATION OF PLAT
AND STATEMENT OF PROTECTIVE COVENANTS
GREENE VALLEY SUBDIVISION, SECTION VII

KNOW ALL MEAN BY THESE PRESENTS, that the undersigned does hereby dedicate the foregoing subdivision to be known as Greene Valley, Section VII, lying and being situate in Stanardsville Magisterial District of Greene County, Virginia, and more particularly bound and described on the plat and survey made thereof by J. R. Nicely, C. L. S., dated April 25, 1972, as follows:

"BEGINNING at a point in the East right of way line of Route 667, at 45' wide right of way, at a point in the line of the 3.00 acre lot to be retained by Samuels; thence, leaving Rt. 667 and by two new lines along the above mentioned 3.00 acre lot, N 80°31'44" E, 690.81 feet, thence, S 9°28'16" E, 210.55 feet, to a point in the line of the entire tract; thence, with the lines of land now or formerly owned by Cicero Samuels, five courses, N 80°31'44" E, 1337.53 feet, to a point in or near a small branch; thence, S 82°24'15" E, 355.39 feet, to a set stone; thence, S 34°31'59" E, 327.11 feet, to a 4" Sassafrass; thence, S 57°24'46" E, 69.18 feet, to a stone; thence, S 89°14'03" E, 1322.50 feet, to a point in the center of the Conway River; thence, leaving Cicero Samuels, and with the center of the Conway River (the Greene-Madison County line), sixteen courses, N 20°00'17" E, 105.31 feet; thence, N 44°01'28" E, 270.48 feet; thence, N 75°51'41" E, 188.96 feet; thence, N 41°27'30" E, 221.52 feet; thence, N 7°44'26" W, 122.28 feet; thence, N 89°05'13" W, 177.00 feet; thence, N 49°30'19" W, 153.13 feet; thence, N 73°17'01" W, 143.09 feet; thence, N 38° 04' 44" W, 236.40 feet; thence, N 25°01'24" W, 239.53 feet, thence, N 19°37'32" W, 312.19 feet; thence, N 19°36'04" E, 83.92 feet; thence, N 1°58'16" W, 143.95 feet; thence, N 9° 26'16" E, 300.11 feet; thence N 17°27'28" W, 234.10 feet; thence, N 1°26'21" E, 108.24 feet; thence, leaving the Conway River, N 77°35'56" W, 57.00 feet; thence, N 15°00'00" W, 84.26 feet; thence, with the center line of an old county road (not maintained), nine courses, N 71°43'10" W, 69.85 feet; thence, N 83°29'53" W, 105.52 feet; thence, N 69°00'21" W, 109.00 feet; thence, N 40°52'59" W, 161.33 feet; thence, N 27°04'42" W, 248.06 feet; thence, N 5°01'42" W, 175.79 feet; thence, N 5° 07'20" E, 155.72 feet; thence, N 24°00'10" W, 126.75 feet;

Mailed to
John N. McCune,
Front Royal, Va
5-30-72

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thence, N 57°48'58" W, 49.97 feet, to a point in the East right of way line of the beforementioned Rt. 667; thence, with the said East right of way line, three courses, first, by a curve to the right, having a central angle of 28°26'11", a radius of 302.14 feet, for an arc distance of 149.95 feet; thence, S 48°36'12" W, 145.22 feet; thence, by a curve to the right, having a central angle of 15°18'08", and a radius of 1251.73 feet, an arc distance of 334.30 feet; thence, leaving Rt. 667, one course, thence, S 55°45'20" W, 598.08 feet, to a point in the East right of way line of Rt. 667; thence, with said right of way line, eleven courses, first, by a curve to the right, having a central angle of 14°20'27" and a radius of 679.14, an arc distance of 169.98 feet; thence, S 64°16'42" W, 124.54 feet; thence, S 50°39'47" W, 917.36 feet; thence, S 53°18'42" W, 525.47 feet, thence, S 55°17'52" W, 317.79 feet; thence, by a curve to the left, having a central angle of 16°43'45" and a radius of 995.14 feet, an arc distance of 290.56 feet; thence, S 38°34'07" W, 215.33 feet; thence, by a curve to the left, having a central angle of 12°51'35" and a radius of 551.50 feet, for an arc distance of 123.78 feet; thence, by a curve to the right, having a central angle of 9°38'30" and a radius of 1796.90 feet, an arc distance of 302.38 feet; thence, by a curve to the left, having a central angle of 88°08'30" and a radius of 201.76 feet, an arc distance of 310.38 feet; thence, S 52°47'28" E, 68.91 feet, to the beginning; containing 181.917 acres," and being the same real estate conveyed to the undersigned by deed from Ollivan B. Samuels and Ruby L. Samuels, husband and wife, of record in the Clerk's Office of Greene County in Deed Book No. 57, at Page 95, to which reference is hereby made.

The Platting of the aforementioned real estate is made with the free consent of B. K. Haynes Corporation, owner; David C. Dickey and John N. McCune, Trustees, under that certain deed of trust encumbering said real estate of record in the Clerk's Office of Greene County, in Deed Book No. 57, at Page 100. The joining of the trustees in no way is intended to release the lien of said deed of trust.

This subdivision shall be subject to the following protective covenants, which said covenants are to run with the land, and the resale of any lots must be subject to these covenants:

1) The grantors hereby dedicate to the use of the property owners, and public utility and service companies, all the rights of way shown on the attached plat. It is intended that these rights of way not to be for the use of the general public.

2) The grantor herein, or its assigns may assess each lot owner the sum of Twenty-Five (\$25.00) Dollars per lot per year, for the use, upkeep and maintenance of the roads within all sections of Greene Valley Subdivision, and the maintenance and upkeep of such other common facilities as the grantor may provide. The grantor or its assigns may increase the maintenance fee by not more than 10% per year to cover the increase in maintenance costs.

The rights and responsibilities created by this covenant may be assigned or delegated by the grantor to a committee of lot owners within the subdivision, selected by the grantor or elected by the property owners. The annual payment shall be payable to the Greene Valley Road Maintenance Fund, Box 1540, Front Royal, Virginia, 22630, on or before the 31st day of January next following the purchase of the lot, and on or before the 31st day each year thereafter.

Any assessment made pursuant to this covenant shall constitute a lien on the lot until it is paid.

3) If a lot is re-subdivided under the terms of covenant No. 4 below, the new lot or lots and the remaining part of the original lot will be assessed according to covenant No. 2 above as if they are separate lots, and the deed conveying and re-subdivided lot must reflect the maintenance fee.

4) Lots within Greene Valley, Section VII, may be re-subdivided so long as the new lot or the remainder of the original lot contains at least 1.01 acres by survey and the re-subdivision meets minimum County health, zoning and subdivision requirements.

5) The grantors reserve unto themselves, their heirs, or assigns, the right to erect and maintain telephone and electric power poles, conduits, equipment, sewer, gas and water lines, or to grant easements or rights of way for the purpose of erection or maintenance of same on, over, or under a strip of land fifteen (15) feet wide at any point along the side, rear or front lines of any said lots and fifteen (15) feet wide at any point along the roads, streets or rights of way within the subdivision.

6) No building of a temporary nature shall be erected or placed on any of said lots except those erected in connection with building operations; and in such cases, for a period not to exceed four months.

7) All lots shall be used for residential purposes only, any garage, barn or other out building must conform generally in appearance and material with any dwelling on the lot.

8) There shall be no more than one detached single family dwelling on each lot. On lots fronting on State Route No. 667 each dwelling must contain at least 720 square feet of living area with at least 480 square feet on the main floor. On all other lots each dwelling must contain at least 500 square feet on the main floor. In computing this living area the basement garage, porch, deck or carport shall not be included. The term lot shall also mean the re-subdivided portion of the original lot. All exterior construction must be completed within eight (8) months of the commencement of construction.

9) All buildings shall be constructed of natural wood or a painted substitute wood product, brick or stone; no building may have an exterior surface, either painted or unpainted of what is commonly known as "cinder block."

10) No building shall be erected closer than 35 feet to any street or road right of way, no closer than 20 feet to the side or rear of the lot line, with the exception that where two or more lots are used together for the construction of one dwelling, then the said 20 feet set back shall apply only to outside lines.

11) The use of trailers, mobile homes, or house trailers within this subdivision is unauthorized, but this covenant shall not prevent the use of temporary camping trailers. No trucks, buses, old cars or unsightly vehicles of any type or description may be left or abandoned on said lot.

12) All toilets constructed on said lots must conform to the regulations of the County and State Health Departments. Privies should be placed in a secluded area whenever possible.

13) No signs, billboards, or advertising of any nature shall be erected, placed or maintained on any lots herein dedicated nor upon any building thereon, except directional and information signs of the grantors.

14) No part of any lot sold by the grantors may be sold or used as a road or right of way to any property outside of the subdivision. This restriction shall not apply until the lot is sold by the grantors.

15) The large lake and public area within the subdivision is intended for the use of all lot owners in Greene Valley Subdivision, located in both Greene and Madison Counties.

16) 12" diameter culverts must be used on all driveways leading to subdivision roads.

17) Nothing herein is to be construed to prevent the grantors from placing further covenants or easements on any lots in said subdivision which has not been conveyed by them.

18) If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real estate situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant either to prevent him or them from so doing or to recover damages, or other due for such violation.

19) Invalidation of any one of these covenants by judgment or Court order, shall in nowise effect any of the other provisions which shall remain in full force and effect.

The following are reservations by the grantor herein:

1) There is a reservation of right of ingress and egress to the cemetery on Lot No. 32, for the use and benefit of the descendants of those buried therein, and

2) That there is a right of ingress and egress reserved across Lots No. 4, 5, 16, 22, 37, 38 and 39, for access to the dams on the lake and pond for maintenance purposes only.

The reservation across Lots No. 16 and 38 is set out on the plat.

WITNESS the following signatures and seal:

B. K. HAYNES CORPORATION

BY: Bradley K. Haynes
Bradley K. Haynes,
President

(SEAL)

ATTEST:

Woodrow W. Gallihugh
Woodrow W. Gallihugh, Secretary

David C. Dickey (SEAL)
David C. Dickey, Trustee

John N. McCune (SEAL)
John N. McCune, Trustee

JOHN N. McCUNE
ATTORNEY AT LAW
FRONT ROYAL, VIRGINIA