

**DECLARATION OF RIGHTS, RESTRICTIONS,
AFFIRMATIVE OBLIGATIONS AND CONDITIONS APPLICABLE TO ALL
PROPERTY IN WINTERGREEN**

WHEREAS, WINTERGREEN, a limited partnership existing under the laws of the Commonwealth of Virginia (the Company), is the owner of certain lands located within a community known as "Wintergreen" in Nelson and Augusta Counties, Virginia.

WHEREAS, the Company wishes to declare certain restrictive covenants affecting certain lands in Wintergreen.

Now, **THEREFORE**, the Company does hereby declare that the covenants contained herein shall be covenants running with the land and shall apply to the lands described in Exhibit "A" attached hereto and lands placed under the coverage hereof by express declaration. The Company reserves in each instance the right to add additional restrictive covenants in respect to said properties to be conveyed, or to limit therein the application of this Declaration.

DEFINITIONS

"Wintergreen" when used herein shall refer to the lands in Nelson and Augusta Counties, Virginia, which are shown as a part of Wintergreen on the Company's Master Development Plan as revised from time to time.

Whenever used herein, the term "Company" or "the Company" shall refer to Wintergreen, a Virginia limited partnership.

Whenever used herein, the term "Association shall refer to Wintergreen Property Owners Association, Inc., a Virginianonprofit corporation, its successors and assigns, and any other community or owners association within Wintergreen organized by the Company or by others with the consent of the Company.

The term "Property" when used herein shall refer to any tract of land or subdivision thereof in Wintergreen which has been subjected to the provisions of this Declaration by reference in deeds issued by the Company.

The term "Property Owner" when used in this Declaration shall mean and refer to all owners (including the Company) of an interest in real property in Wintergreen including, but not limited to, owners of property or tracts of land and owners of condominium units whether such property, tracts or units are used or/intended to be used for residential, commercial or recreational purposes.

The covenants and restrictions below will be referred to as the General Covenants of September 10, 1974, and will be recorded in the Offices of the Clerks of Circuit Court of Nelson and Augusta Counties, Virginia, and may be incorporated by reference in deeds to real property issued by the Company by reference to the book and page of recording in the land records of said Clerk's Offices.

PART I – COVENANTS, RESTRICTIONS AND AFFIRMATIVE OBLIGATIONS APPLICABLE TO ALL PROPERTIES IN WINTERGREEN

The primary purpose of these covenants and restrictions and the foremost consideration in the origin of same has been the creation of a community which is aesthetically pleasing and functionally convenient. The establishment of objective standards relating to design, size, and location of dwellings and other structures makes it impossible to take full advantage of the individual characteristics of each parcel of property and of technological advances and environmental considerations. For this reason such standards are not established by these covenants. In order to implement the purposes of these covenants, the Company may establish and amend, from time to time, objective standards and guidelines which shall be in addition to and more restrictive than said Conditional Use.

1. No building, fence or other structure shall be erected, placed or altered nor shall a building permit for such improvement be applied for on any property in Wintergreen until the proposed building plans and specifications, showing floor plans, the front elevation, exterior color or finish, a plot plan detailing the proposed location of such building or structure, drives and parking areas, a landscape plan, a pollution control plan described in paragraph 1 of Part II, and the construction schedule shall have been filed with and approved in writing by the Company, its successors or assigns. Refusal of approval of plans, location or specification may be based by the Company upon any ground, including purely aesthetic conditions, which in the sole and uncontrolled discretion of the Company shall seem sufficient. No alteration in the exterior appearance of any building or structure shall be made without like approval by the Company. A filing fee of ten (\$10-00) dollars shall accompany the submission of such plans. In the event approval of such plans is neither granted nor denied within thirty (30) days following receipt by Company of written demand for approval, the provisions of this paragraph shall be thereby waived.

2. Prior to the commencement of construction of improvements on any property, a building certificate must be obtained from the Company or its assigns and prior to occupancy of any dwelling unit a certificate of occupancy must be obtained from the Company or its assigns. A certificate of occupancy will not be

issued unless the improvements on the property substantially conform to the plans filed pursuant to the provisions of paragraph one (1) above.

3. In order to assure that location of buildings and other structures will be located and staggered, so that the maximum view, privacy and breeze will be available to each building or structure, and that structures will be located with regard to the topography of each property taking into consideration the location of large trees and other aesthetic and environmental considerations, the Company reserves unto itself, its successors and assigns, the right to control absolutely and solely to decide the precise site and location of any building or structure or structures on any property in Wintergreen for reasons which may in the sole and uncontrolled discretion and judgment of the Company seem sufficient. Such location shall be determined only after reasonable opportunity is afforded the property owner to recommend a specific site. Provided, however, that in the event an agreed location is stipulated in writing in the contract of purchase, the Company shall automatically approve such location.

4. Should any dwelling unit or other structure on any property be destroyed in whole or in part, it must be reconstructed or the debris therefrom must be removed and the property restored to a neat and sightly condition within six (6) months.

5. No signs shall be erected or maintained on any property by anyone including, but not limited to, the owner, a realtor, a contractor or subcontractor, except with the written permission of the Company or except as may be required by legal proceedings. If such permission is granted, the Company reserves the right to restrict size, color and content of such signs. Residential property identification and like signs not exceeding a combined total of more than one (1) square foot may be erected without the written permission of the Company.

6. It shall be the responsibility of each property owner and tenant to prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on such property. No outside burning of wood, leaves, trash, garbage or other refuse shall be permitted on any Property.

7. All animals must be secured by a leash or lead, or under the control of a responsible person and obedient to that person's command at any time they are permitted outside a house or other dwelling or other enclosed area approved by the Company for the maintenance and confinement of animals.

8. Prior to the occupancy of a building or structure on any property, proper and suitable provisions shall be made for the disposal of sewage by means approved by the Company.

9. Prior to the occupancy of a residence on any property, provision for water shall be made by means approved by the Company.

10. No property owner shall obstruct, alter or interfere with the flow or natural course of the waters of any creek, stream, lake or pond in Wintergreen without first obtaining the written consent of the Company.

11. The Company reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right on, over and under the ground to erect, maintain and use electric service, Community Antenna Television, and telephone poles, wires, cables, conduits, drainage ways, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, drainage or other public conveniences or utilities on, in or over those portions of such property as may be reasonably required for utility line purposes; provided, however, that no such utility easement shall be applicable to any portion of such property as may (a) have been used prior to the installation of such utilities for construction of a building whose plans were approved pursuant to these covenants by the Company, or (b) such portion of the property as may be designated as the site for a building on a plot plan for erection of a building which has been filed with the Company and which has been approved in writing by said Company. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. The Company further reserves the right to locate wells, pumping stations, siltation basins and tanks within Wintergreen in any open space or on any property designated for such use on the applicable plat of said property, or to locate same upon any property with the permission of the owner of such property. Such rights may be exercised by any licensee of the Company, but this reservation shall not be considered an obligation of the Company to provide or maintain any such utility or service.

Following the installation of any utility apparatus or other improvement on any property pursuant to the provisions of this paragraph, the Company shall restore such property as nearly as is reasonably possible to its condition immediately prior to such installation.

12. The Company hereby reserves the right to establish reasonable limitations on the number of overnight guests who may occupy a dwelling unit at one time and to limit the number of non-related persons who may reside in a dwelling unit.

13. The use of roads in Wintergreen shall be subject to rules and regulations established and modified from time to time by the Company.

14. No vehicle of any type other than conventional automobiles, jeeps and pickup trucks shall be parked or maintained on any lot or residential building site except during the period of construction of a dwelling unit(s) thereon. A separate parking area for other vehicles shall be provided by the Company or the Association and the use of such area shall be available to all property owners in Wintergreen subject to space availability and the payment of a fee.

15. Snowmobiles shall not be used or maintained on any property as a recreational vehicle. Such vehicles may, however, be employed in the normal course of the business of a commercial or service entity in Wintergreen upon its receiving a written permit from the Company.

16. No vehicle shall be allowed to be operated on any road or trail not shown on a recorded subdivision plat without the written consent of the Company. Written consent is hereby granted for the operation of four-wheel drive vehicles on "jeep" trails designated from time to time by the Company. The use of such "jeep" trails shall be subject to the rules and regulations established, modified from time to time, and maintained by the Company.

17. Whenever the Company is permitted by these covenants (including all parts hereof) to correct, repair, clean, preserve, clear out or do any action on any property or on the easement areas adjacent thereto, entering the property and taking such action shall not be deemed a trespass.

PART 11 - ADDITIONAL RESTRICTIONS TO IMPLEMENT EFFECTIVE ENVIRONMENTAL CONTROLS

In order to protect the natural beauty of the vegetation, topography, and other natural features of all properties within Wintergreen and the beauty and purity of the watershed areas in Wintergreen the following environmental controls are hereby established:

1. Topographic and vegetation characteristics of properties within Wintergreen shall not be altered by removal, reduction, cutting, excavation or any other means without the prior written approval of the Company. Written approval will be granted hereunder only after a plan designed to protect the lakes and waterways from pollution resulting from erosion, pesticides or the seepage of fertilizer or other materials has been submitted to and accepted by the Company. Written approval will be granted for the minimum amount of earth movement and vegetation reduction required in plans and specifications approved pursuant to the provisions of paragraph 1 of Part I of these covenants.

2. No trees, shrubs or other vegetation may be removed without the written approval of the Company. Approval for the removal of trees located within ten (10) feet of the main dwelling or accessory building or within ten (10) feet of the approved site for such building will be granted unless such removal will substantially decrease the beauty of the property.

3. In order to implement effective and adequate erosion control and protect the purity and beauty of lakes and waterways in Wintergreen, the Company, its successors and assigns, and its agents shall have the right to enter upon any property for the purpose of performing any grading or landscaping work of constructing and maintaining erosion prevention devices. Such entries shall, however, be made only after construction of improvements have commenced on such property or the soil thereof has been graded. Provided, however, that prior to exercising its right to enter upon the property for the purpose of performing any grading or landscaping work or constructing or maintaining erosion prevention devices, the Company, its successors and assigns, shall give the owner of the property the opportunity to take any corrective action required by giving the owner of the property notice indicating what type of corrective action is required and specifying in that notice that immediate corrective action must be taken by the owner. If the owner of the property fails to take the specified corrective action immediately, the Company shall then exercise its right to enter upon the property in order to take the necessary corrective action. The cost of such erosion prevention measures when performed by the Company shall be kept as low as reasonably possible. The cost of such work, when performed by the Company, its successors or assigns, shall be paid by the owner thereof.

4. In order to implement effective insect, reptile, wildlife and woods fire control, the Company and its agents have the right to enter upon any property on which a building or structure has not been constructed and upon which no landscaping plan has been implemented, for the purpose of mowing, removing, clearing, cutting or pruning underbrush or weeds or other growth which in the opinion of the Company detracts from the overall beauty or safety for Wintergreen. The cost of this vegetation control shall be kept as low as reasonably possible and shall be paid by the owner of the property. The Company and its agents may likewise enter upon such property to remove any trash which has collected or to abate a threat to the watershed of Wintergreen from pollution. Such entry shall not be made until thirty (30) days after the owner of the property has been notified in writing of the need of such work, and unless such owner fails to perform the work within said thirty (30) day period. The provisions in this paragraph shall not be construed as an obligation on the part of the Company to mow, clear, cut or prune any property, to provide

garbage or trash removal services, or to provide water pollution control on any privately owned property.

5. In addition, the Company reserves unto itself, its successors and assigns a perpetual, alienable and releasable easement and right on, over and under any property to dispense pesticides and take other action which in the opinion of the Company is necessary or desirable to control insects and vermin, to cut firebreaks and other activities which in the opinion of the Company are necessary or desirable to control fires on any property, or any improvements thereon. In the exercise of the rights reserved in this paragraph 5 the Company must take necessary precautions to protect the purity of the Wintergreen watershed.

6. The lake in Wintergreen currently known as Lake Monocan is a primary water supply for Wintergreen, and the Company, the Association, and owners of property within Wintergreen, their successors and assigns have a responsibility to avoid causing material adverse effect to the beauty, quality and purity of the waters thereof. In order to insure that this responsibility is fully met, the Company shall promulgate and may amend from time to time rules and regulations which shall govern such sensitive environmental activities as the application of fertilizers and pesticides and other chemicals, erosion control measures, use of lake surface, and any other activities as may materially affect the waters of the lake. Failure of any owner or tenant of property in Wintergreen to comply with the requirements of such rules and regulations shall constitute a breach of these covenants. The Company hereby reserves unto itself a perpetual, alienable and releasable easement and right on, over and under all property in Wintergreen for the purpose of taking any action necessary to effect compliance with the environmental rules and regulations. The cost of such action by the Company shall be paid by the owner (s) of the property upon which the work is performed. The provisions of this paragraph shall not be construed to be an obligation of the Company to take any action to effect compliance with the environmental rules and regulations.

PART III - ADDITIONAL RESTRICTIONS AFFECTING OPEN SPACE AREAS

1. It is the intent of the Company to maintain and enhance (or to convey subject to open space restrictions to the Association) certain areas which the Company designates as "Open Space Areas" or "Private Open Space Areas" on plats filed for record in the Offices of the Clerks of Circuit Court of Augusta and Nelson Counties, Virginia, by the Company. It is the further intent and purpose of these restrictions and covenants to protect, to maintain and enhance the conservation of natural and scenic resources, to promote the conservation of soils, wet lands, wildlife, game and migratory birds, enhance the value of abutting and neighboring properties adjacent to such forests, wildlife preserves, natural

reservations or sanctuaries or other open areas and open spaces, and to afford and enhance recreation opportunities, preserve historical sites and implement generally the Wintergreen Master Plan for development.

2. An easement in Open Space Areas is hereby granted to the owners of properties in Wintergreen, their tenants and guests, which easement shall entitle such owners, tenants and their guests to enjoy the Open Space Areas subject to the rules and regulations of the Company.

3. Land designated as "Open Space Areas" may be employed in the construction, maintenance, and enjoyment of the following facilities:

- (a) Social, recreational, and community buildings.
- (b) Public and private profit making clubs, golf courses and other recreational facilities.
- (c) Daycare centers, nursery schools, and kindergartens.
- (d) Indoor and outdoor recreational establishments.
- (e) Art school and/or art gallery and/or nature museum.
- (f) Camps and camp sites.
- (g) Emergency squad(s) and fire stations.

4. Land designated as "Private Open Space Areas" shall be subject to the easement granted in paragraph 2 of this Part III in every respect except that the enjoyment thereof shall be and is hereby limited to owners of property, tenants, and their guests immediately contiguous and adjacent to such land and owners of non-contiguous property designated on plats of property in Wintergreen as being entitled to the enjoyment thereof. The easement in Private Open Space Areas hereby granted shall not extend to any area not clearly designated as "Private Open Space Areas." All expenses incurred in the protection, maintenance and enhancement of "Private Open Space Areas" shall be paid equally by the owners who are entitled to an easement or enjoyment over such areas.

5. Pursuant to its overall program of wildlife conservation and nature study, the right is expressly reserved to the Company to erect wildlife feeding stations, to plant small patches of cover and food crops for quail, turkey and other wildlife, to make access trails or paths or boardwalks through said Open Space Areas and Private Open Space Areas for the purpose of permitting observation and study of wildlife, hiking, and riding, to erect small signs throughout the Open Space Areas and Private Open Space Areas designating points of particular interest and attraction, and to take such other steps as are reasonable, necessary and proper to further the aims and purposes of the open space community use and enjoyment thereof.

6. The Company shall have the right to protect from erosion the land described as Open Space Area or Private Open Space Area by planting trees, plants, and shrubs where and to the extent necessary or by such mechanical means as construction and maintenance of siltation basins or other means deemed expedient or necessary by the Company. The right is likewise reserved to the Company to take steps necessary to provide and insure adequate drainage ways in open space, to cut firebreaks, remove diseased, dead or dangerous trees and carry out other similar activities.

7. The Company reserves unto itself, its successors and assigns a perpetual, alienable and releasable easement and right to go on, over and under the ground to erect, maintain and use electric, Community Antenna Television, telephone poles, wires, cables, conduits, drainage ways sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water drainage or other public conveniences or utilities in said Open Space Areas and Private Open Space Areas. These reservations and rights expressly include the right to cut any trees, bushes, or shrubbery, rights to make any gradings of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. The Company further reserves the right to locate wells, pumping stations and tanks within such Open Space Areas and Private Open Space Areas. Such rights may be exercised by any licensee or assignee of the Company, but this reservation shall not be considered an obligation of the Company to provide or maintain any such utility or service.

8. No television antenna, radio receiver or sender or other similar device shall be attached to or installed on the exterior portion of open space property within Wintergreen except as following:

a) The provisions of this paragraph shall not prohibit the Company from installing equipment necessary for a master antenna system, Community Antenna Television (C.A.T.V.) and mobile radio systems or other similar systems within Wintergreen; and

(b) Should C.A.T.V. services be unavailable and good television reception not be otherwise available, an association owner may make written application to the Company for permission to install a television antenna and such permission shall not be unreasonably withheld.

9. No trash, garbage, sewage, sawdust or any unsightly or offensive material shall be placed upon such Open Space Areas or Private Open Space Areas, except

as is temporary and incidental to the bona fide improvement of the area in a manner consistent with its classification as open space.

10. The granting of the easement in Open Space Areas and Private Open Space Areas in this part in no way grants to the public or to the owners of any land outside Wintergreen the right to enter such open space without the express permission of the Company.

11. The Company expressly reserves to itself, its successors and assigns, every reasonable use and enjoyment of said open space, in a manner not inconsistent with the provisions of this Declaration.

12. The Company further reserves the right to convey "Open Space Areas" and "Private Open Space Areas" to the Association. Such conveyance shall be made subject to the provisions of this Part III. As an appurtenance to such conveyances the Association shall have all of the powers, immunities and privileges reserved unto the Company in this part as well as all of the Company's obligations with respect thereto, including the obligation to maintain and enhance set out in paragraph 1 of this part. Property conveyed to the Association pursuant to the authority of this paragraph 12 shall become "Common Properties" or "Restricted Common Properties" as prescribed by the "Declaration of Covenants and Restrictions of the Wintergreen Property Owners Association, Inc. and Wintergreen, a limited partnership", which are to be recorded in the Offices of the Clerks of Circuit Court of Augusta and Nelson Counties, Virginia, contemporaneously herewith.

13. Where the Company is permitted by these covenants to correct, repair, clean, preserve, clear out or do any action on the restricted property, entering the property and taking such action shall not be deemed a breach of these covenants.

14. It is expressly understood and agreed that the granting of the easements set out in this Part III in no way places a burden of affirmative action on the Company, that the Company is not bound to make any of the improvements noted herein, or extend to any property owner any service of any kind, except as such may be undertaken at the expense of the Association.

PART IV - ADDITIONAL RESTRICTIONS AFFECTING GOLF FAIRWAY PROPERTIES

1. "Golf Fairway Property" is defined as all those properties intended for subdivision or development located adjacent to any golf course located in Wintergreen.

2. That portion of any Golf Fairway Property within thirty (30) feet of the property line bordering the golf course shall be in general conformity with the overall landscaping pattern for the golf course fairway area established by the golf course architect. All individual landscaping plans must be approved by the Company, before implementation.

3. There is reserved to the Company a "Golf Course Maintenance Easement Area" on each property adjacent to any golf course located in Wintergreen. This reserved easement shall permit the Company at its election, to go onto any Golf Course Maintenance Easement Area. Such maintenance and landscaping may include regular removal of underbrush, trees less than six (6) inches in diameter, stumps, trash or debris, planting of grass, watering, application of fertilizer, and mowing the easement area. This Golf Course Maintenance Easement Area shall be limited to the portion of such property within thirty (30) feet of the boundary line(s) bordering the golf course, or such lesser area as may be shown as a "Golf Course Maintenance Area" on the recorded plat of such property; provided, however, that the above described maintenance and landscaping rights shall apply to the entire property until there has been filed with the Company a landscaping plan for such property by the owner thereof, or alternatively, a building or other structure is constructed thereon.

4. Until such time as a building or other structure is constructed on a property, the Company reserves an easement to permit and authorize registered golf course players and their caddies to enter upon a property to recover a ball or play a ball, subject to the official rules of the course, without such entering and playing being deemed a trespass. After a building or other structure is constructed, such easement shall be limited to that portion of the property included in the Golf Course Maintenance Easement Area, and recovery of balls only, not play, shall be permitted in such easement area. Golfers or their caddies shall not be entitled to enter on any such property with a golf cart or other vehicle, shall not spend unreasonable time on such property. After construction of a building or other structure on a Golf Fairway Property, "Out of Bounds" markers may be placed on said property by the Company.

5. Owners of Golf Fairway Property shall be obligated to refrain from any actions which would detract from the playing qualities of the golf course or the development of an attractive overall landscaping plan for the entire golf course area.

6. Notwithstanding the provisions of paragraph 3 of this Part IV, the Company hereby reserves the right to allow an owner to construct a building or other structure over a portion of the "Golf Course Maintenance Easement Area" in those cases

where it, in its uncontrolled discretion determines that such construction will not materially lessen the beauty or playing qualities of the adjacent golf course.

PART V - ADDITIONAL RESTRICTIONS AFFECTING SKI AREAS

1. "Ski Slope Property" is defined as all those properties intended for subdivision or development located adjacent to any ski slope or trail located in Wintergreen.

2. That portion of any Ski Slope Property within thirty (30) feet of the property or block line bordering the ski slope shall be in general conformity with the overall landscaping pattern for the ski slope area established by the ski slope architect. All individual landscaping plans must be approved by the Company, before implementation.

3. There is reserved to the Company a "Ski Slope Maintenance Easement Area" on each property adjacent to any ski slope located in Wintergreen. This reserved easement shall permit the Company at its election, to go onto any Ski Slope Maintenance Easement Area. Such maintenance and landscaping may include regular removal of underbrush, trees less than six (6) inches in diameter, stumps, trash or debris, planting of grass, watering, application of fertilizer, and mowing the easement area. This ski slope Maintenance Easement Area shall be limited to the portion of such property within thirty (30) feet of the boundary line (s) bordering a Ski Slope or trail, or such lesser area as may be shown as a "Ski Slope Maintenance Area" on the recorded plat of such property; provided, however, that the above described maintenance and landscaping rights shall apply to the entire property until there has been filed with the Company a landscaping plan for such property by the owner thereof, or alternatively, a building or other structure is constructed thereon.

4. Until such time as a building or other structure is constructed on a property, the Company reserves an easement to permit and authorize registered skiers to enter upon a property to recover a ski or other item of ski equipment, subject to the official rules of the ski area, without such entering being deemed a trespass. After a building or other structure is constructed, such easement shall be limited to that portion of the property included in the Ski Slope Maintenance Easement Area. Skiers shall not spend unreasonable time on such property.

5. Owners of Ski Slope Property shall be obligated to refrain from any actions which would detract from the skiing qualities of the ski area or the development of an attractive overall landscaping plan for the entire ski area.

6. Notwithstanding the provisions of paragraph 3 of this Part V, the Company hereby reserves the right to allow an owner to construct a building or other structure over a portion of the "Ski Slope Maintenance Area" in those cases where it, in its uncontrolled discretion determines that such construction will not materially lessen the beauty or playing qualities of the adjacent ski slope.

7. Ski slope property shall be subject to the following additional rights which are hereby reserved by the Company for itself, its successors and assigns:

(a) The right to maintain within the Ski Slope Maintenance Area drainage facilities to facilitate the removal of snow melt with minimum erosive effects.

(b) The right to enter upon any property to conduct first aid and rescue activities.

(c) The right to temporarily maintain and operate snow making machinery and related equipment (but not heavy motor driven vehicles) from time to time within the Ski Slope Maintenance Area.

PART VI - ADDITIONAL LIMITATIONS

1. All covenants, restrictions, and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them specifically including, but not limited to, the successors and assigns, if any, of the Company for a period of thirty (30) years from the execution date of this Declaration after which time, all 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 property substantially affected by a change in covenants, has been recorded, agreeing to change said covenants in whole or in part. Unless the contrary shall be determined by a court of equity jurisdiction, "substantially affected" shall mean those properties shown on (a) the plats showing the properties to be modified in permitted use by the change, and (b) the plats which subdivided the property immediately abutting the property shown on plats identified in and recorded in the Offices of the Clerks of Circuit Court of Augusta and Nelson Counties, Virginia.

2. In the event of a violation or breach of any of the restrictions contained herein by any property owner, or agent of such owner, the owners of properties in the neighborhood or subdivision, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Company and/or the Association shall have the right to proceed at law or in equity to compel compliance to the terms hereof or to prevent the violation or breach in any

event. In addition to the foregoing the Company and/or the Association shall have the right, whenever there shall have been built on any property in the subdivision any structure in violation of these restrictions, to enter upon such property where such violation exists and summarily abate or remove the same at the expense of the owner, if after thirty (30) days written notice of such violation it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions, or conditions contained in this Declaration, regardless of how long such failure shall continue, shall not constitute a waiver of or a bar to such right to enforce.

3. The Company reserves in each instance the right to add additional restrictive covenants in respect to lands conveyed in the future in Wintergreen, or to limit therein the application of these covenants. The right to add additional restrictions or to limit the application of these covenants shall be reasonably exercised and shall materially effect only properties against which these covenants have not been imposed.

4. The Company shall not be liable to an owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an owner or such other person arising out of or in any way relating to the subject matter of any reviews, acceptances, inspections, permissions, consents or required approvals which must be obtained from the Company whether given, granted or withheld.

5. The Company reserves the right to assign in whole or in part to a subsequent developer of Wintergreen or to the Association its rights reserved in these covenants which include but are not limited to its right to grant approvals (or disapprovals) to establish rules and regulations, and all other rights reserved herein by the Company including but not limited to, the right to approve (or disapprove) plans, specifications, color, finish, plot plan and construction schedules. Following the assignment of such rights, the Assignee shall assume all of the Company's obligations which are incident thereto (if any) and the Company shall have no further obligation or liability with respect thereto. The assignment of such right or rights by the Company to an Assignee shall be made by written instrument which shall be recorded in said Clerk's Offices.

6. Wintergreen Property Owners Association, Inc. has established and published certain covenants and land use restrictions affecting properties in Wintergreen. Said covenants are to be recorded contemporaneously herewith in the Realty Records in the Offices of the Clerks of Circuit Court of Augusta and Nelson Counties, Virginia. Properties and owners of property subject to these

covenants shall also be subject to the provisions of the said covenants established by Wintergreen Property Owners' Association, Inc.

7. Entrance upon any Property by the Company or its agents or assigns pursuant to the provisions of these covenants shall not be deemed to be a trespass.

8. **Severability.** Should any covenant or restriction herein contained, or any article, section, subsection, sentence, clause, phrase or term of this Declaration 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 to be severable and which shall remain in full force and effect.

Dated this 26th day of September, 1974.

WINTERGREEN, a Virginia Limited Partnership, by CC&F Wintergreen, Inc., a Partner of and Sole Agent for the General Partner, Big Survey Properties, a Massachusetts General Partnership:

CC&F WINTERGREEN, INC.
BY: GARY W. GREEN
Vice President

Attest: William S. Abbott
Secretary
State of Massachusetts)
 ss.
County of Suffolk)

Personally appeared Gary W. Green and William S. Abbott and acknowledged the same to be their free act and deed, before me.

RUTH A. WHITE
NOTARY PUBLIC

My commission expires September 27, 1979

**DECLARATION OF RIGHTS, RESTRICTIONS,
AFFIRMATIVE OBLIGATIONS AND CONDITIONS
SINGLE FAMILY COVENANTS**

September 10, 1974

In addition to the General Covenants, the following restrictions and covenants shall be applied to these properties shown as Single Family Areas on plats of sections of Wintergreen recorded in the Offices of the Clerks of the Circuit Court of Nelson and Augusta Counties, Virginia.

PART I - DEFINITIONS

The definitions of the terms "Association", "Wintergreen", "Company", or "the Company" as defined in the General Covenants are specifically incorporated herein, by reference.

"General Covenants" as used herein shall mean and refer to the "Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable To All Properties In Wintergreen" established by the Company on the 10th day of September, 1974, and which are to be recorded contemporaneously herewith in the Offices of the Clerks of the Circuit Court of Nelson and Augusta Counties, Virginia.

"Single Family Areas" as used herein is defined as all those parcels or tracts of land intended for subdivision or subdivided into properties or lots intended for the construction of detached single family dwelling units.

PART II - RESTRICTIONS

1. The approval of plans required under paragraph 1 of Part I of the General Covenants will not be granted unless the proposed house or structure will have the minimum square footage of enclosed dwelling space. Such minimum requirements for each lot will be the greater of 800 square feet or that specified in each sales contract and stipulated in each deed. The term "enclosed dwelling area as used in these minimum size requirements does not include garages, terraces, decks, open porches, and the like areas. The term does include, however, screened porches, if the roof of such porches forms an integral part of the roof line of the main dwelling or if they are on the ground floor of a two-story structure.

2. (a) All lots in said Residential Areas shall be used for residential purposes exclusively. The use of a portion of a dwelling on a lot as an office by the owner or tenant thereof shall be considered a residential use if such use does not create customer or client traffic to and from the lot. No structure, except as hereinafter

provided shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling and one (1) small one-story accessory building which may include a detached private garage, provided the use of such accessory building does not overcrowd the site and provided further, that such building is not used for any activity normally conducted as a business. Such accessory building may not be constructed prior to the construction of the main building.

(b) A guest suite or like facility without a kitchen may be included as part of the main dwelling or accessory building, but such suite may not be rented or leased except as part of the entire premises including the main dwelling, and provided, however, that such suite would not result in overcrowding the lot.

(c) The provisions of this paragraph two (2) shall not prohibit the Company from using a house or other dwelling units as models.

3. The exterior of all houses and other structures must be completed within one (1) year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities. Houses and other dwelling structures may not be temporarily or permanently occupied until a certificate of occupancy has been issued thereon by the Company. During the continuance of construction, the owner of the lot shall require the contractor to maintain the lot in a reasonably clean and uncluttered condition.

4. Each lot owner shall provide a screened area in which garbage receptacles, fuel tanks or similar storage receptacles, electric and gas meters, air conditioning equipment, clotheslines, and other unsightly objects must be placed or stored in order to conceal them from view from the road and adjacent properties. Plans for such screened area delineating the size, design, texture, appearance and location must be approved by the Company prior to construction. Garbage receptacles and fuel tanks may be located outside of such screened area only if located underground.

5. Each lot owner shall provide two (2) spaces for the parking of automobiles off streets prior to the occupancy of any building or structure constructed on said property in accordance with reasonable standards established by the Company.

6. No mobile home, trailer, tent, barn, or other similar out building or structure shall be placed on any lot at any time, either temporarily or permanently. Boats and boat trailers may be maintained on a lot, but only within an enclosed or screened

area approved by the Company such that they are not generally visible from adjacent properties.

7. No structure of a temporary character shall be placed upon any lot at any time, provided, however, that this prohibition shall not apply to shelters or temporary structures used by the contractor during the construction of the main dwelling house, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the lot after completion of construction. The design and color of structures temporarily placed on a lot by a contractor shall be subject to reasonable aesthetic control by the Company.

8. No television antenna, radio receiver or sender or other similar device shall be attached to or installed on the exterior portion of any building or structure or any lot except as following:

(a) The provisions of this paragraph shall not prohibit the Company from installing equipment necessary for a master antenna system, Community Antenna Television (C.A.T.V.) and mobile radio systems or other similar systems within Wintergreen; and

(b) Should C.A.T.V. services be unavailable and good television reception not be otherwise available, a lot owner may make written application to the Company for permission to install a television antenna and such permission shall not be unreasonably withheld.

9. The utility and drainage easement reserved by the Company in paragraph eleven (11) of Part I of the General Covenants shall be located along any two (2) of the boundary lines of each lot in a Single Family Area unless a different location of such easements is shown on recorded subdivision plats.

10. No lot shall be subdivided, or its boundary lines changed, nor shall application for same be made to Nelson County or Augusta County, except with the written consent of the Company. However, the Company hereby expressly reserves to itself, its successors, or assigns, the right to re-plat any lot or lots owned by it and shown on the plat of any subdivision within Wintergreen in order to create a modified building lot or lots; and to take such other steps as are reasonably necessary to make such re-platted lot suitable and fit as a building site including, but not limited to, the relocation of easements, walkways, rights of way, private roads, bridges, parks, recreational facilities and other amenities to conform to the new boundaries of said re-platted lots, provided, however, no lot originally shown on a

recorded plat shall be reduced to a size more than ten (10%) percent smaller than the smallest lot shown on the first plat of the affected subdivision section recorded in the public records. The provisions of this paragraph shall not prohibit the combining of two (2) or more contiguous lots into one (1) larger lot. Following the combining of two (2) or more lots into one (1) larger lot, only the exterior boundary lines of the resulting larger lot shall be considered in the interpretation of these covenants.

PART III - ADDITIONAL LIMITATIONS

1. All covenants, restrictions, and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them specifically including, but not limited to, the successors and assigns, if any, of the Company for a period of thirty (30) years from the execution date of this Declaration, after which time, all 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 property substantially affected by a change in covenants, has been recorded, agreeing to change said covenants in whole or in part. Unless the contrary shall be determined by a court of equity jurisdiction, "substantially affected" shall mean those properties in Wintergreen shown on (a) the plats showing the properties to be modified in permitted use by the change, and (b) the plats which subdivide the property immediately abutting the property shown on plats identified in the Realty records in the Offices of the Clerks of the Circuit Court of Nelson and Augusta Counties, Virginia.

2. In the event of a violation or breach of any of the restrictions contained herein by any property owner, or agent of such owner, the owners of properties in the neighborhood or subdivision, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Company and/or the Association shall have the right to proceed at law or in equity to compel compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Company and/or the Association shall have the right, whenever there shall have been built on any property in the subdivision any structure in violation of these restrictions, to enter upon such property where such violation exists and summarily abate or remove the same at the expense of the owner, if after thirty (30) days written notice of such violation it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions, or condition contained in this Declaration, regardless of how long such failure shall continue, shall not constitute a waiver of or a bar to such right to enforce.

3. The Company reserves in each instance the right to add additional restrictive covenants in respect to lands conveyed in the future in Wintergreen, or to limit therein the application of these covenants. The right to add additional restrictions or to limit the application of these covenants shall be reasonably exercised and shall materially affect only properties against which these covenants have not been imposed.

4. The Company reserves the right to assign in whole or in part to a subsequent developer of Wintergreen or to the Wintergreen Property Owners Association, Inc. its rights reserved in these covenants which include, but are not limited to, its right to grant approvals (or disapprovals), to establish rules and regulations, and all other rights reserved herein by the Company, including, but not limited to, the right to approve (or disapprove) plans, specifications, color, finish, plot plan and construction schedules. Following the assignment of such rights, the Assignee shall assume all of the Company's obligations which are incident thereto (if any) and the Company shall have no further obligation or liability with respect thereto.

The Assignment of such right or rights by the Company to an Assignee shall be made by written instrument which shall be recorded in said Clerk's Offices.

5. Wintergreen Property Owners' Association, Inc., has established and published certain covenants and land use restrictions affecting properties in Wintergreen. Said covenants are to be recorded contemporaneously herewith in the Realty Records in the Offices of the Clerks of the Circuit Court of Nelson and Augusta Counties, Virginia. Properties and owners of property subject to these Covenants shall also be subject to the provisions of the said covenants established by Wintergreen Property Owners' Association, Inc.

6. **Severability.** Should any covenant or restriction herein contained, or any Article, Section, Subsection, sentence, clause, phrase or term of this Declaration 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.

Dated this 10th day of September, 1974.

WINTERGREEN, a Virginia Limited Partnership, by CC&F Wintergreen, Inc., a Partner of and Sole Agent for the General Partner, Big Survey Properties, a Massachusetts General Partnership:
CC&F WINTERGREEN, INC. BY: GARY W. GREEN

Vice President

Attest: William S. Abbott

Secretary

State of Massachusetts)

ss.

County of Suffolk)

Personally appeared Gary W. Green and William S. Abbott and acknowledged the same to be their free act and deed, before me.

RUTH A. WHITE
NOTARY PUBLIC

My commission expires Sept. 27, 1979

DECLARATION OF RIGHTS, RESTRICTIONS, AFFIRMATIVE OBLIGATIONS AND CONDITIONS MULTIPLE FAMILY COVENANTS

September 10, 1974

In addition to the General Covenants, the following restrictions and covenants shall be applied to those properties shown as Multiple Family Areas on plats of sections of Wintergreen recorded in the Offices of the Clerks of the Circuit Court of Nelson and Augusta Counties, Virginia.

PART I - DEFINITIONS

The definitions of the terms "Association,", "Wintergreen", "Company", or "the Company" as defined in the General Covenants are specifically incorporated herein by reference.

"General Covenants" as used herein shall mean and refer to the "Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable to All Properties in Wintergreen" established by the Company on the 10th day of September, 1974, and which are to be recorded contemporaneously herewith in the Offices of the Clerks of Circuit Court of Nelson and Augusta Counties, Virginia.

"Multiple Family Tract" is defined as all those parcels or tracts of land intended for development of or developed as attached residential units including townhouse lots for sale, condominiums, and apartments.

PART II- RESTRICTIONS

1. The approval of plans required by paragraph 1 of Part I of the General Covenants will not be approved unless the proposed house or structure will have the minimum square footage of dwelling space or no more than the maximum number of dwelling units, or maximum height above the ground, or maximum number of residential dwelling floors. Such minimum and maximum requirements for each Multiple Family Tract will be specified in each sales contract and stipulated in each deed. The term "enclosed dwelling area" as used in these minimum size requirements does not include garages, terraces, decks, open porches, and the like areas. The term does include, however, screened porches, if the roof of such porches forms an integral part of the roof line of the main dwelling or if they are on the ground floor of a two-story structure.

2. (a) All properties in Multiple Family Tracts shall be used for residential purposes and recreational purposes incidental thereto and for related accessory uses. The

use of a portion of a dwelling unit on a Multiple Family Tract as an office by the owner or tenant thereof shall be considered a residential use if such use does not create customer or client traffic to and from the unit.

(b) No structure or structures shall be erected, altered, placed or permitted to remain on any Multiple Family Tract except as provided for in these covenants and restrictions or except as provided for in each deed of conveyance and the said deed shall, in the discretion of the Company, expressly determine and limit the number of condominiums, apartments, townhouses, or other residential units or group of such units to be constructed on a given tract, including height of any and all such structures, and maximum occupancy of both individual units as well as total maximum occupancy of density of all units combined with a given Multiple Family Area.

(c) The provisions of this paragraph two (2) shall not prohibit the Company from using dwelling units as models.

3. The exterior of each phase or group of Multiple Family Units and other structures must be completed within two (2) years after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities. During the continuance of construction the property owner shall require the contractor to maintain the tract in a reasonably clean and uncluttered condition.

4. Each property owner shall provide a screened area in which garbage receptacles, fuel tanks or similar storage receptacles, electric and gas meters, air conditioning equipment, clotheslines, and other unsightly objects must be placed or stored in order to conceal them from view from the road and adjacent properties. Plans for such screened areas delineating the size, design, texture, appearance and the Company prior to construction of the dwelling unit (s) must approve location. Garbage receptacles and fuel tanks may be located outside of such screened areas only if located underground.

5. No mobile home, trailer, tent, barn, or other similar out-building or structure shall be placed on any Multiple Family Tract at any time, either temporarily or permanently. Boats, boat trailers, campers, oversized vehicles, or utility trailers may be maintained on a Multiple Family Property in an area designated and approved for such storage, which shall be enclosed or screened so that such trailers, campers, etc., are not generally visible from adjacent properties.

6. No structure of a temporary character shall be placed upon any Multiple Family Tract at any time, provided, however, that this prohibition shall not apply to shelters or temporary structures used by the contractor during the construction of the main dwelling house, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the lot after completion of construction. The design and color of structures temporarily placed on a lot by the contractor shall be subject to reasonable aesthetic control by the Company.

7. No television antenna, radio receiver or sender or other similar device shall be attached to or installed on the exterior portion of any building or structure or any lot except as follows:

(a) The provisions of this paragraph shall not prohibit the Company from installing equipment necessary for a master antenna system, Community Antenna Television (C.A.T.V.), and mobile radio systems or other similar systems within Wintergreen; and

(b) Should C.A.T.V. services be unavailable and good television reception not be otherwise available, a Multiple Family Tract owner or any owner of a residence within a Multiple Family Tract may make written application to the Company for permission to install a television antenna and such permission shall not be unreasonably withheld.

8. Following the subdivision of a Multiple Family Tract into individual lots on which Townhouses are intended to be constructed, no such individual lot shall be subdivided, or its boundary lines changed, nor shall application for same be made to Nelson County, except with the written consent of the Company. However, the Company hereby expressly reserves to itself, its successors, or assigns, the right to re-plat any townhouse lot or lots in order to create a modified building lot or lots; and to take such other steps as are reasonably necessary to make such re-platted lot suitable and fit as a building site for townhouses, including, but not limited to, the relocation of easement walkways, rights of way, private roads, bridges, parks, recreational facilities and other amenities to conform to the new boundaries of said re-platted lots. Provided, however, no lot originally shown on a recorded plat shall be reduced to a size more than ten (10%) percent smaller than the smallest lot shown on the first plat of the subdivision section recorded in the public records. The provisions of this paragraph shall not prohibit the combining of two (2) or more contiguous lots into one (1) larger lot. Following the combining of two (2) or more lots into one (1) larger lot, only the exterior boundary lines of the resulting larger lot shall be considered in the interpretation of these covenants.

9. No building or any portion of a building shall be converted into a condominium or cooperative form of ownership within Wintergreen without the prior written consent of the Company. The Company's decision in determining whether to grant consent for such conversion may be based on any ground which in its sole and uncontrolled discretion shall seem sufficient. Should such consent be granted, the resulting condominium or cooperative shall continue to be subject to these Multiple Family Covenants.

PART III - ADDITIONAL LIMITATIONS

1. All covenants, restrictions, and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them specifically including, but not limited to, the successors and assigns, if any, of the Company for a period of thirty (30) years from the execution date of this Declaration, after which time, all 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 property substantially affected by a change in covenants, has been recorded, agreeing to change said covenants in whole or in part. Unless the contrary shall be determined by a court of equity jurisdiction, "substantially affected" shall mean those properties in Wintergreen shown on (a) the plats showing the properties to be modified in permitted use by the change, and (b) the plats which subdivided the property immediately abutting the property shown on plats identified in Realty records in the Offices of the Clerks of the Circuit Court of Nelson and Augusta Counties, Virginia.

2. In the event of a violation or breach of any of the restrictions contained herein by any Multiple Family Tract Owner, or agent of such owner, the owners of properties in the neighborhood or subdivision, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Company and/or the Association shall have the right to proceed at law or in equity to compel compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Company and/or the Association shall have the right whenever there shall have been built on any property in the Multiple Family Tract, any structure in violation of these restrictions, to enter upon such property where such violation exists and summarily abate or remove the same at the expense of the owner, if after thirty (30) days written notice of such violation it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions, or condition contained in this Declaration, regardless of how long such failure shall continue, shall not constitute a waiver of or a bar to such right to enforce.

3. The Company reserves in each instance the right to add additional restrictive covenants in respect to lands conveyed in the future in Wintergreen or to limit therein the application of these covenants. The right to add additional restrictions or to limit the application of these covenants shall be reasonably exercised and shall materially affect only properties against which these covenants have not been imposed.

4. The Company reserves the right to assign in whole or in part to a subsequent developer of Wintergreen or to the Wintergreen Property Owners Association, Inc. its rights reserved in these covenants which include but are not limited to its right to grant approvals (or disapprovals) to establish rules and regulations and all other rights reserved herein by the Company, including but not limited to, the right to approve (or disapprove) plans, specifications, color, finish, plot plan and construction schedules.

Following the assignment of such rights, the Assignee shall assume all of the Company's obligations which are incident thereto (if any) and the Company shall have no further obligation or liability with respect thereto.

The Assignment of such right or rights by the Company to an Assignee shall be made by written instrument which shall be recorded in said Clerks Offices.

5. Wintergreen Property Owners Association, Inc., has established and published certain covenants and land use restrictions affecting properties in Wintergreen. Said covenants are to be recorded contemporaneously herewith in the Realty Records in the Offices of the Clerks of the Circuit Court of Nelson and Augusta Counties, Virginia. Properties and owners of property subject to these covenants shall also be subject to the provisions of the said covenants established by Wintergreen Property Owners Association, Inc.

6. **Severability.** Should any covenant or restriction herein contained, or any Article, Section, Subsection, sentence, clause, phrase, or term of this Declaration 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.

Dated this 10th day of September, 1974.

WINTERGREEN, a Virginia Limited Partnership, by CC&F Wintergreen, Inc., a Partner of and Sole Agent for the General Partner, Big Survey Properties, a Massachusetts General Partnership:

CC&F WINTERGREEN, INC.

BY: GARY W. GREEN

Vice President

Attest: William S. Abbott

Secretary

State of Massachusetts)

ss.

County of Suffolk)

Personally appeared Gary W. Green and William S. Abbott and acknowledged the same to be their free act and deed, before me.

RUTH A. WHITE
NOTARY PUBLIC

My commission expires Sept. 27, 1979

**DECLARATION OF RIGHTS, RESTRICTIONS,
AFFIRMATIVE OBLIGATIONS AND CONDITIONS
VALLEY RESIDENTIAL COVENANTS**

May 19, 1976

In addition to the General Covenants, the following restrictions and covenants shall be applied to certain properties shown as Residential Areas on plats of Valley Subdivisions of Wintergreen recorded in the Office of the Clerk of the Circuit Court of Nelson County, Virginia.

PART I - DEFINITIONS

The definitions of the terms "Association", "Wintergreen", "Company", or "the Company" as defined in the General Covenants are specifically incorporated herein, by reference.

"General Covenants" as used herein shall mean and refer to the "Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable To All Properties In Wintergreen" established by the Company on the 10th day of September, 1974, and which is recorded in the Office of the Clerk of the Circuit Court of Nelson County, Virginia in deed book 137 at page 568.

"Valley Residential Areas" as used herein are defined as those certain parcels or tracts of land located in the Valley Village Area of Wintergreen intended for subdivision or subdivided into properties or lots intended for the construction of detached single family dwelling units which are subjected to these Valley Residential Covenants.

PART II- RESTRICTIONS

1. The approval of plans required under paragraph 1 of Part I of the General Covenants will not be granted unless the proposed house or structure will have the minimum space footage of enclosed dwelling space. Such minimum requirements for each lot will be the greater of 800 square feet or that specified in each sales contract and stipulated in each deed. The term "enclosed dwelling areas) as used in these minimum size requirements does not include garages, terraces, decks, open porches, and the like areas. The term does include, however, screened porches, if the roof of such porches forms an integral part of the roof line of the main dwelling or if they are on the ground floor of two-story structure.

2. (a) All lots in said Residential Areas shall be used for residential purposes exclusively. The use of a portion of a dwelling on a lot as an office by the owner or tenants thereof shall be considered a residential use if such use does not create customer or client to and from the lot.

(b) No enclosed structure, except as hereinafter provided shall be erected, altered, placed or permitted to remain on any lot other than:

(i) One detached single-family dwelling

(ii) One accessory building which may include a guest suite or incorporate a private garage

(iii) One stable, barn or similar building to be used for the care of horses, or agricultural equipment and/or supplies and not to be used for human habitation.

(c) Neither shall any structure as described in paragraph 2b above nor shall any fence or similar enclosure be placed, erected, or altered without the prior approval of the siting, plans, design, texture, appearance and location thereof as provided under paragraph 1 of Part 1 of the General Covenants. The Company shall have the right to require that the siting of any enclosed structures or fence be staked out on the proposed location prior to granting its approval for the construction thereof.

(d) Each lot owner building a fence or similar enclosure covenants for himself and for his successors in interest to either maintain said fence or enclosure in good repair or to remove it and return the land over which said fence runs to the condition it was in prior to the construction of said fence.

(e) A guest suite or like facility without a kitchen may be included as part of the main dwelling or accessory building, but such suite may not be rented or leased except as part of the entire premises including the main dwelling, and stable or barn if any.

(f) The provisions of this paragraph two (2) shall not prohibit the Company from using a house or other dwelling units as models.

3. The exterior of all houses and other structures must be completed within one (1) year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities. Houses and other dwelling structures may not be temporarily or permanently occupied until a certificate of occupancy has been issued thereon by the Building Inspector. During the continuance of construction, the owner of the lot shall require the contractor to maintain the lot in a reasonably clean and uncluttered condition.

4. Each lot owner shall provide a screened area in which garbage receptacles, fuel tanks, water tanks or similar storage receptacles, electric and gas meters, air conditioning equipment, well pumps, clotheslines, and other unsightly objects must be placed or stored in order to conceal them from view from the road and adjacent properties. Plans for such screened area delineating the size, design, texture, appearance and location must be approved by the Company prior to construction.

Garbage receptacles and fuel tanks may be located outside of such screened area only if located underground.

5. Each lot owner shall provide two (2) spaces for the parking of automobiles off streets prior to the occupancy of any building or structure constructed on said property in accordance with reasonable standards established by the Company.

6. No mobile home, trailer, tent, or other similar temporary out building or structure shall be placed on any lot at any time, either temporarily or permanently. Boats and boat trailers may be maintained on a lot, but only within an enclosed or screened area approved by the Company such that they are not visible from adjacent properties.

7. No structure of a temporary character shall be placed upon any lot at any time, provided, however, that this prohibition shall not apply to shelters or temporary structures used by the contractor during the construction of the main dwelling house, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the lot after completion of construction. The design and color of structures temporarily placed on a lot by a contractor shall be subject to reasonable aesthetic control by the Company.

8. No television antenna, radio receiver or sender or other similar device shall be attached to or installed on the exterior portion of any building or structure or any lot except as following:

(a) The provisions of this paragraph shall not prohibit the Company from installing equipment necessary for a master antenna system, Community Antenna Television (C.A.T.V.) and mobile radio systems or other similar systems within Wintergreen; and

(b) Should C.A.T.V. services or TV Translator signal be unavailable and good television reception not be otherwise available, a lot owner may make written application to the Company for permission to install a television antenna and such permission shall not be unreasonably withheld.

9. The utility and drainage easement reserved by the Company in paragraph eleven (11) of Part I of the General Covenants shall be located along any two (2) of the boundary lines of each lot in a Valley Residential Area unless a different location of such easements is shown on recorded subdivision plats.

10. No lot shall be subdivided, or its boundary lines changed, nor shall application for same be made to Nelson County, except with the written consent of

the Company. However, the Company hereby expressly reserves to itself, its successors, or assigns, the right to re-plat any lot or lots owned by it and shown on the plat of any subdivision within Wintergreen in order to create a modified building lot or lots; and to take such other steps as are reasonably necessary to make such re-platted lot suitable and fit as a building site including, but not limited to, the relocation of easements, walkways, rights of way, private roads, bridges, parks, recreational facilities and other amenities to conform to the new boundaries of said re-platted lots, provided, however, no lot originally shown on a recorded plat shall be reduced to a size more than ten (10%) percent smaller than the smallest lot shown on the first plat of the affected subdivision section recorded in the public records. The provisions of this paragraph shall not prohibit the combining of two (2) or more contiguous lots into one (1) larger lot. Following the combining of two (2) or more lots into one (1) larger lot, only the exterior boundary lines of the resulting larger lot shall be considered in the interpretation of these covenants.

11. No lot may be used for raising, pasturing or keeping swine, poultry, goats, or any other animals that may be a nuisance to adjacent properties. Horses and ponies shall be permitted provided that they are enclosed by a substantial fence when grazing. In no case shall such number of animals be permitted that they are a nuisance to adjacent properties or that they over burden the land on which they are being kept. The Wintergreen Property Owner's Association, Inc. or its designate shall have the authority to determine both whether the keeping of any animal not specifically referred to above would be a nuisance to adjacent properties and whether the numbers of animals being kept on a lot over burden that property.

PART III - ADDITIONAL LIMITATIONS

1. All covenants, restrictions, and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them specifically including, but not limited to, the successors and assigns, if any, of the Company for a period of thirty (30) years from the execution date of this Declaration, after which time, all 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 property substantially affected by a change in covenants, has been recorded, agreeing to change said covenants in whole or in part. Unless the contrary shall be determined by a court of equity jurisdiction, "substantially affected" shall mean those properties in Wintergreen shown on :

(a) the plats showing the properties to be modified in permitted use by the change,
and

(b) the plats which subdivide the property immediately abutting the property shown on plats identified in the Realty records in the Office of the Clerk of the Circuit Court of Nelson County, Virginia.

2. In the event of a violation or breach of any of the restrictions contained herein by any property owner, or agent of such owner, the owners of properties in the neighborhood or subdivision, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Company and/or the Association shall have the right to proceed at law or in equity to compel compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Company and/or the Association shall have the right, whenever there shall have been built on any property in the subdivision any structure in violation of these restrictions, to enter upon such property where such violation exists and summarily abate or remove the same at the expense of the owner, if after thirty (30) days written notice of such violation it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions, or condition contained in this Declaration, regardless of how long such failure shall continue, shall not constitute a waiver of or a bar to such right to enforce.

3. The Company reserves in each instance the right to add additional restrictive covenants in respect to lands conveyed in the future in Wintergreen, or to limit therein the application of these covenants. The right to add additional restrictions or to limit the application of the covenants shall be reasonably exercised and shall materially affect only properties against which these covenants have not been imposed.

4. The Company reserves the right to assign in whole or in part to a subsequent developer of Wintergreen or to the Wintergreen Property Owners Association, Inc. its rights reserved in these covenants which include, but are not limited to, its right to grant approvals (or disapprovals), to establish rules and regulations, and all other rights reserved herein by the Company, including, but not limited to, the right to approve (or disapprove) plans, specifications, color, finish, plot plan and construction schedules. Following the assignment of such rights, the Assignee shall assume all of the Company's obligations which are incident thereto (if any) and the Company shall have no further obligations or liability with respect thereto.

The Assignment of such right or rights by the Company to an Assignee shall be made by written instrument which shall be recorded in said Clerk's Offices.

5. Wintergreen Property Owners Association, Inc., has established and published certain covenants and land use restrictions affecting properties in Wintergreen. Said covenants are recorded in the Office of the Clerk of the Circuit Court of Nelson County, Virginia in Deed Book 137 at page 589. Properties and owners of property subject to these Covenants shall also be subject to the provisions of the said covenants established by Wintergreen Property Owners' Association, Inc.

6. **Severability.** Should any covenant or restriction herein contained, or any Article, Section, Subsection, sentence, clause, phrase or term of this Declaration 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 thereof, 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.

WINTERGREEN, a Virginia Limited Partnership, by CC&F Wintergreen, Inc., a Partner of and Sole Agent for the General Partner, Big Survey Properties, a Massachusetts General Partnership:

BY: GARY W. GREEN
Vice President

Stuart R. Sadler

Ass't Secretary

State of Virginia

To-Wit: County of Nelson

Personally appeared Gary W. Green and Stuart R. Sadler and acknowledged the same to be their free act and deed, before me.

DIANE KAY MARTIN
NOTARY PUBLIC

My commission expires: Dec. 4, 1978

**DECLARATION OF RIGHTS, RESTRICTIONS,
AFFIRMATIVE OBLIGATIONS AND CONDITIONS
AMENDED VALLEY RESIDENTIAL COVENANTS**
March 12, 1986

In addition to the General Covenants, the following restrictions and covenants shall be applied to certain properties shown as Residential Areas on plats of Valley Subdivisions of Wintergreen recorded in the Office of the Clerk of the Circuit Court of Nelson County, Virginia.

PART I - DEFINITIONS

The definitions of the terms "Association" or "Wintergreen", as defined in the General Covenants are specifically incorporated herein, by reference to the General Covenants described below.

"General Covenants" as used herein shall mean and refer to the "Declaration of Rights, Restrictions, Affirmative Obligations and Conditions Applicable To All Properties In Wintergreen" established by the Company on the 10th. Day of September, 1974, and which is recorded in the Office of the Clerk of the Circuit Court of Nelson County, Virginia in deed book 137, at page 568.

"Valley Residential Areas" as used herein are defined as those certain parcels or tracts of land located in the Valley Village Area of Wintergreen intended for subdivision or subdivided into properties or lots intended for the construction of detached single family dwelling units which are subjected to these Revised Valley Residential Covenants.

The "Company" as used herein, shall mean Wintergreen Development, Inc., its successors and assigns.

PART II - RESTRICTIONS

1. The approval of plans required under paragraph I of Part I of the General Covenants will not be granted unless the proposed house or structure will have the minimum space footage of enclosed dwelling space. Such minimum requirements for each lot will be the greater of 1400 square feet or that specified in each sales contract and stipulated in each deed. The term "enclosed dwelling area" as used in these minimum size requirements does not include garages, terraces, decks, open porches, and the like areas. The term does include, however, screened porches, if the roof of such porches forms an integral part of the roof line of the main dwelling or if they are on the ground floor of a two-story structure. All approvals required to be made by the Company under paragraph I of Part I of the General Covenants shall be based solely upon the Company's subjective esthetic and/or design requirements. Explicit objective standards are not established by these covenants because such standards would make it impossible to take full advantage of the individual characteristics of each lot, of on-going technological advances or of changing environmental considerations. All approvals made by the Company (unless a deemed approval as described in paragraph 20 below), shall be in writing and shall be effective when placed in the mail or hand delivered to the individual requesting the approval. The Company shall have the right to condition any approval required by paragraph I of Part I of the General Covenants upon the deposit of a reasonable surety of performance by the individual requesting such approval.

2. (a) All lots in said Residential Areas shall be used for residential purposes exclusively. The use of a portion of a dwelling on a lot as an office by the owner or

tenants thereof shall be considered a residential use if such use does not create customer or client traffic to and from the lot.

(b) No enclosed structure, except as hereinafter provided shall be erected, altered, placed or permitted to remain on any lot other than:

(I) One detached single-family dwelling

(II) One accessory building which may include a bathhouse, guest suite or incorporate a private garage.

(c) Neither shall any structure as described in paragraph 2b above nor shall any postal delivery box or any fence or similar enclosure be placed, erected, or altered without the prior approval by the Company of the siting, plans, design, color, texture, appearance and location thereof as provided under paragraph I of Part I of the General Covenants. The Company shall have the right to require that the siting of any enclosed structures or fence be staked out on the proposed location prior to granting its approval for the construction thereof.

(d) Each lot owner building a fence or similar enclosure covenants for himself and for his successors in interest to either maintain said fence or enclosure in good repair or to remove it and return the land over which said fence runs to the condition it was in prior to the construction of said fence.

(e) A guest suite or like facility without a kitchen may be included as part of the main dwelling or accessory building, but such suite may not be rented or leased except as part of the entire premises including the main dwelling.

(f) The provisions of this paragraph two (2) shall not prohibit the Company from using houses or other dwelling units as models or as a real estate sales office.

3. The exterior of all houses and other structures must be completed within one (1) year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities. Houses and other dwelling structures may not be temporarily or permanently occupied until a certificate of occupancy has been issued thereon by the Building Inspector. During the continuance of construction, the owner of the lot shall require the contractor to maintain the lot in a reasonably clean and uncluttered condition.

4. Each lot owner shall provide a screened area in which garbage receptacles, fuel tanks, water tanks or similar storage receptacles, electric and gas meters, air-

conditioning equipment, well pumps, and other unsightly objects must be placed or stored in order to conceal them from view from the road and adjacent properties. Plans for such screened area delineating the size, design, texture, appearance and location must be approved by the Company prior to construction. Garbage receptacles and fuel tanks may be located outside of such screened area only if located underground. Clotheslines and drying yards shall not be placed on any lot at any time.

5. Each lot owner shall provide two (2) spaces for the parking of automobiles off streets prior to the occupancy of any building or structure constructed on said property in accordance with reasonable standards established by the Company. Each lot owner shall notify the Wintergreen Police Department not less than five (5) days in advance of any gathering at any lot at which more than five (5) automobiles not belonging to Wintergreen property owners or having Wintergreen parking stickers will be parked.

6. No mobile home, trailer, tent, or other similar temporary out building or structure shall be placed on any lot at any time, either temporarily or permanently. Boats and boat trailers may be maintained on a lot, but only within an enclosed or screened area approved by the Company such as that they are not visible from adjacent properties.

7. No structure of a temporary character shall be placed upon any lot at any time, provided, however, that this prohibition shall not apply to shelters or temporary structures used by the contractor during the construction of the main dwelling house, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the lot after completion of construction. The design and color of structures temporarily placed on a lot by a contractor shall be subject to reasonable aesthetic control by the Company.

8. No television antenna, satellite dish, radio receiver or sender or other similar device shall be attached to or installed on the exterior portion of any building or structure or on any lot except as following:

(a) The provisions of this paragraph shall not prohibit the Company or its assigns from installing equipment necessary for a cable television system, television translator and mobile radio systems or other similar systems within Wintergreen; and

(b) Should cable television services or TV Translator signal be unavailable and good television reception not be otherwise available, a lot owner may make written

application to the Company for permission to install a conventional television antenna and such permission shall not be unreasonably withheld.

9. The utility and drainage easement reserved by the Company in paragraph eleven (11) of Part I of the General Covenants shall be located along any two (2) of the boundary lines of each lot in a Valley Residential Area provided, however, if a specific location of such easements is shown on the recorded subdivision plats, such specific easement location shall be in addition to the utility and drainage easements provided hereby.

10. No lot shall be subdivided, or its boundary lines changed, nor shall application for same be made to Nelson County, except with the written consent of the Company. However, the Company hereby expressly reserves to itself, its successors, or assigns, the right to re-plat any lot or lots owned by it and shown on the plat of any subdivision with Wintergreen in order to create a modified building lot or lots; and to take such other steps as are reasonably necessary to make such re-platted lot suitable and fit as a building site including, but not limited to, the relocation of easements, walkways, rights of way, private roads, bridges, parks, recreational facilities and other amenities to conform to the new boundaries of said re-platted lots, provided, however, no lot originally shown on a recorded plat shall be reduced to a size more than ten (10%) percent smaller than the smallest lot shown on the first plat of the affected subdivision section recorded in the public records. The provisions of this paragraph shall not prohibit the combining of two (2) or more contiguous lots into one (1) larger lot. Following the combining of two (2) or more lots into one (1) larger lot, only the exterior boundary lines of the resulting larger lot shall be considered in the interpretation of these covenants.

11. No livestock, fowl or other animals may be kept or maintained on any lot except domestic cats, dogs and pet birds (except parrots) which may be kept in reasonable numbers as pets for the pleasure and use of the occupants, but not for any commercial use or purpose. No dog houses, pens or animal shelters of any kind shall be permitted on any lot. No animal shall be allowed to run loose upon the property or any lot.

12. Neither tree houses nor platforms of like kind or nature, nor shall any exterior child play structures be placed, constructed or maintained on any lot.

13. No permanently mounted through the wall or window mounted air-conditioning units shall be permitted to be installed in or maintained in any structure unless expressly approved in writing by the Company or its assigns.

14. No exterior loud speaker or other audio broadcasting system shall be erected, installed, maintained or operated on any lot unless such action shall have been approved by the Company or its assigns.

15. No structure, pool or other facility shall be constructed or maintained so that it shall be heated or cooled by an alternative energy source including, but not limited to, active or passive solar energy or by wind driven electrical generators, which shall involve the construction or erection of any separate structure or unusual architectural feature or features without the prior written approval of the Company.

16. No private golf carts, motorcycles, motor bikes or all ATV's (all terrain vehicles) shall be operated nor maintained on any lot or other property subjected to these covenants.

17. No tennis courts shall be constructed or maintained on any lot. Except as may be approved on a case by case basis by the Company, but in no instance shall they be lighted.

18. Access to a lot by a lot owner shall be obtained only from the adjacent right-of-way established by the Company for such purpose.

19. Each lot owner, by his purchase of the lot covered by these Amended

Valley Covenants, thereby agrees to and supports the abandonment of State Route 634 to the Company or the Association, provided such road shall then be made a part of the Wintergreen road system as it is operated and maintained by the Wintergreen Property Owners Association.

20. In the event an approval shall be requested in a writing delivered to the Company or its designated representative for any item or action covered by these covenants, and the Company shall take no action on such request for a period of thirty (30) days following receipt of such request, such item or action shall be taken as approved by the Company.

PART III - ADDITIONAL LIMITATIONS

1. All covenants, restrictions, and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them specifically including, but not limited to, the successors and assigns, if any of the Company for a period of thirty (30) years from the execution date of this Declaration, after which time, all 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 property substantially affected by a change in covenants, has been recorded, agreeing to change said covenants in whole or in part. Unless the contrary shall be determined by a court of equity jurisdiction, "substantially affected" shall mean those properties in Wintergreen shown on (a) the plats showing the properties to be modified in permitted use by the change, and (b) the plats which subdivide the property immediately abutting the property shown on plats identified in the Realty records in the Office of the Clerk of the Circuit Court of Nelson County, Virginia.

2. In the event of a violation or breach of any of the restrictions contained herein by any property owner, or agent of such owner, the owners of properties in the neighborhood or subdivision, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Company and/or the Association shall have the right to proceed at law or in equity to compel compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Company and/or the Association shall have the right, whenever there shall have been built on any property in the subdivision any structure in violation of these restrictions, to enter upon such property where such violation exists and summarily abate or remove the same at the expense of the owner, if after thirty (30) days written notice of such violation it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions, or condition contained in this Declaration, regardless of how long such failure shall continue, shall not constitute a waiver of or a bar to such right to enforce.

3. The Company reserves in each instance the right to add additional restrictive covenants in respect to lands conveyed in the future in Wintergreen, or to limit therein the application of these covenants. The right to add additional restrictions or to limit the application of the covenants shall be reasonably exercised and shall materially affect only properties against which these covenants have not been imposed.

4. The Company reserves the right to assign in whole or in part to a subsequent developer of Wintergreen or to the Wintergreen Property Owners Association, Inc. its rights reserved in these covenants which include, but are not limited to, its right to grant approvals (or disapprovals), to establish rules and regulations, and all other rights reserved herein by the Company, including, but not limited to, the right to approve (or disapprove) plans, specifications, color, finish, plot plan and construction schedules. Following the assignment of such rights, the Assignee shall assume all of the Company's obligations which are incident thereto

(if any) and the Company shall have no further obligations or liability with respect thereto.

The Assignment of such right or rights by the Company to an Assignee shall be made by written instrument which shall be recorded in said Clerk's Offices.

5. The Company shall not be liable to an owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an owner or such other person arising out of or in any way relating to the subject matter of any reviews, acceptances, inspections, permissions, consents or required approvals which must be obtained from the Company whether given, granted or withheld.

6. Wintergreen Property Owners Association, Inc. has established and published certain covenants and land use restrictions affecting properties in Wintergreen. Said covenants are recorded in the Office of the Clerk of the Circuit Court of Nelson County, Virginia in Deed Book 137, at Page 589 as amended by documents recorded in said Clerk's Office in Deed Book 147, at Page 269, at Deed Book 15 1, at Page 672, at Deed Book 169, at Page 508 and at Deed Book 223, at Page 474. Properties and owners of property subject to these Covenants shall also be subject to the provisions of the said covenants established by the Wintergreen Property Owners Association, Inc.

7. **Severability.** Should any covenant or restriction herein contained, or any Article, Section, Subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court of other tribunal having jurisdiction over the parties hereto and the subject matter thereof, 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.

WINTERGREEN DEVELOPMENT, INC.

By: Edward P. Spears
President

ATTEST: Stuart R. Sadler

STATE OF VIRGINIA

To-Wit:

COUNTY OF NELSON

Personally appeared Edward P. Spears and Stuart R. Sadler and acknowledged the same to be their free act and deed before me this 12th. day of March, 1986.

My commission expires: 1-20-87

LESLEY A. ROWE

Notary Republic

AFFIX

NOTARIAL

SEAL: