

DECLARATION OF RIGHTS, RESTRICTIONS,  
AFFIRMATIVE OBLIGATIONS AND CONDITIONS

TYRO OVERLOOK COVENANTS

In addition to the General Covenants and the Single Family Covenants, the following restrictions and covenants shall be applied to those properties shown on the plat by Frederick J. Thompson, C.P.E., dated January 5, 1976 of Tyro Overlook section, Mountain Subdivision 11-A of Wintergreen recorded in the Office of the Clerk of the Circuit Court of Nelson County, Virginia at plat book 9 at page 91 .

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 recorded in the Office of the Clerk of the Circuit Court of Nelson County, Virginia at deed book 137 at page 568 .

"Single Family Covenants" as used herein shall mean and refer to the "Declaration of Rights, Restrictions, Affirmative Obligations and Conditions, Single Family Covenants" established by the Company on the 10th day of September, 1974 and which are recorded in the Office of the Clerk of the Circuit

Court of Nelson County at deed book 137 at page 638 .

"Tyro Overlook lots" as used herein is defined as all those lots included within the subdivision known as Tyro Overlook as shown on a plat of Frederick J. Thompson, C.P.E., dated January 5, 1975 and titled "Tyro Overlook Section, Mountain Subdivision 11-A, Wintergreen" which plat is recorded in the Clerk's Office of the Circuit Court of Nelson County at plat book 9 at page 91 .

PART II

RESTRICTIONS

The approval of any plans for any building, fence or structure required under paragraph 1 of Part I of the General Covenants will not be granted unless the following requirements, in addition to those set forth in paragraph 1 of Part II of the Single Family Covenants, are met.

1. All buildings or other structures shall be set back at least 25 feet from Tyro Lane or Tyro Court.
2. The total area covered by any house including garage, porches, terraces, decks and any accessory buildings shall not exceed 25% of the total area of the lot on which the house is located.
3. In order to assure that each building can be designed and located to assure maximum view, privacy and breeze for other buildings, the maximum width of a building measured parallel to Tyro Lane, or to Tyro Court if the lot fronts on Tyro Court, shall not exceed 32 feet.
4. A plan for the landscaping of the lot must be submitted along with the original submission for the construction of a home upon a Tyro Overlook lot. No alterations in the landscaping or planting of any lot may be made until a landscaping plan has been filed with and approved in writing

by the Company, its successors or assigns.

5. To assure that the buildings constructed upon Tyro Overlook will be designed in a style which will be esthetically compatible with each other and which will blend into their surroundings, the roof material, if any such buildings, shall be limited to wood shakes and the exterior veneer of the buildings shall be limited to stained wood siding.

6. To assure the view from Tyro Overlook lots numbered 15 through 20, no building or structure may be constructed upon Tyro Overlook lots 6 through 12 that are higher than a single story.

### 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 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 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, finish, plot plan and landscaping plan. 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 Office(s)

5. Wintergreen Property Owners Association, Inc., has established and published certain covenants and land use restrictions affecting properties in Wintergreen. The Wintergreen Property Owners Covenants have been recorded in the Realty Records in the Office of the Clerk of the Circuit Court of Nelson County, Virginia, indeed 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 hereof, such judgment shall in no wise affect the other provision hereof which are hereby declared to be severable and which shall remain in full force and effect.

Dated this 28 day of January 1976.

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: [Signature]  
Vice President



Attest: [Signature]  
Assistant Secretary

State of Virginia  
At Large ) SS.

Personally appeared Gary W. Green on behalf of

C C & F WINTERGREEN, INC. and acknowledged the same on behalf of the corporation before me, this the 28th day of January, 1976.

My commission expires 10 January, 1979.

[Signature]  
Notary Public



VIRGINIA: In the Clerk's Office of the Circuit Court of Nelson County January 30 1976, this writing was admitted to record at 12:55 o'clock P. M. and the tax imposed by Sec. 58-54.1 of the Code in the amount of \$Exempt - has been paid.

TESTE: Brenda Thelen, Deputy Clerk

State Tax 129 \$ Exempt  
Co. Tax 220A \$ Exempt  
State Tax 129 \$ Exempt  
Co. Tax 220A \$ Exempt

BOOK 146 PAGE 118

## DECLARATION SUBJECTING

TYRO OVERLOOK SECTION, MOUNTAIN SUBDIVISION 11-A,

OF WINTERGREEN

NELSON COUNTY, VIRGINIA

TO TERMS AND CONDITIONS, COVENANTS AND RESTRICTIONS

THIS DECLARATION, made this the 28 day of January 1976, by Wintergreen, a Virginia Limited Partnership, hereafter called "Company", and the Wintergreen Property Owner's Association, Inc., a Virginia Non-profit corporation hereafter called "Association,"

- W I T N E S S E T H -

WHEREAS, the Company is the owner of certain real property described herein and desires to create thereon a planned development community with a balanced representation of residential, commercial and recreational uses to be known as "Wintergreen"; and,

WHEREAS, the Company desires to provide for the preservation of values and for the maintenance of common facilities and services and for a vehicle for the administration and enforcement of covenants and restrictions; and,

WHEREAS, the Company has caused to be incorporated under the laws of the Commonwealth of Virginia a non-profit corporation, the Wintergreen Property Owner's Association, Inc., for the purposes of exercising the functions aforesaid; and,

WHEREAS, the Company has subjected certain real estate to certain covenants and conditions, restrictions and easements, as more fully described hereunder, and desires now to subject the real estate described herein to those same covenants and conditions; and,

WHEREAS, the Wintergreen Property Owner's Association, Inc., charged with certain functions and responsibilities under those aforesaid covenants and restrictions, desires to join in this Declaration subjecting the properties described herein to the aforesaid covenants and restrictions; and,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the Company and the Association, as evidenced by their respective execution of this Declaration, hereby subject the herein-described property to all of the terms and conditions contained in the document entitled "Declaration of Rights, Restrictions,

Affirmative Obligations and Conditions Applicable to all Property in Wintergreen" duly recorded in the Clerk's Office of the Circuit Court of Nelson County in Deed Book 137, page 568, the "Declaration of Covenants and Restrictions of the Wintergreen Property Owner's Association and Wintergreen, a Virginia Limited Partnership," duly recorded in the aforesaid Clerk's Office in Deed Book 137, page 589, the "Declaration of Rights, Restrictions, Affirmative Obligations and Conditions - Single Family Covenants", duly recorded in the aforesaid Clerk's Office in Deed Book 137, page 638, the "Declaration of Rights, Restrictions, Affirmative Obligations and Conditions - Multiple Family Covenants", duly recorded in the aforesaid Clerk's Office in Deed Book 137, page 646, to the "Declaration of Rights, Restrictions, Affirmative Obligations and Conditions - Tyro Overlook Covenants" dated January 28, 1976 and to be recorded simultaneously herewith and immediately preceding this Declaration. The property hereby subjected is described as follows:

All that certain tract or parcel of land lying, situate and being in the Rockfish Magisterial District of Nelson County, Virginia, in the Wintergreen Development about 2 miles Northeast of State Route 664 and more fully described below:


All that certain tract or subdivision comprising 4.656 acres, as shown on a plat and survey thereof by Frederick J. Thompson, C.P.E., dated January 5, 1976 and entitled "Tyro Overlook Section, Mountain Subdivision, 11-A, Wintergreen," and recorded in the Clerk's Office of the Circuit Court of Nelson County, Virginia, in Plat Book 9, at page 91, to which plat reference is hereby made for a more particular description of the plat hereby subjected.


WITNESS the following corporate executions, duly authorized by their respective Boards of Directors:

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  
Gary W. Green, Vice President

  
Stuart R. Sadler  
Stuart R. Sadler  
Secretary

  
Attest:  
Stuart R. Sadler  
Stuart R. Sadler  
Secretary

THE WINTERGREEN PROPERTY OWNER'S ASSOCIATION, INC.

By: Gary W. Green  
Gary W. Green, President



BOOK 146 PAGE 120

STATE OF VIRGINIA  
AT LARGE,

To-wit:

The foregoing Declaration was acknowledged before me in my jurisdiction aforesaid this the 28th day of January, 1976 by Gary W. Green, on behalf of C C & F WINTERGREEN, INC. and on behalf of the Wintergreen Property Owner's Association, Inc.

My commission expires:

10 January, 1977



*[Signature]*  
Notary Public

State Tax 101 \$ Exempt  
Co. Tax 204A \$ "  
State Tax 120 \$ "  
Co. Tax 220A \$ "

VIRGINIA: In the Clerk's Office of the Circuit Court of Nelson County  
January 28 1976, This writing was admitted to record at  
1:00 o'clock P. M. and the tax imposed by Sec. 58-54.1 of  
the Code in the amount of \$ Exempt has been paid.  
TESTE: Rosmary J. Davis, Deputy Clerk

DECLARATION AMENDING  
THE DECLARATION OF  
RIGHTS, RESTRICTIONS, AFFIRMATIVE  
OBLIGATIONS AND CONDITIONS  
TYRO OVERLOOK COVENANTS

THIS DECLARATION, made this the 26th day of March, 1976,  
by WINTERGREEN, a Virginia Limited Partnership, by C C & F WINTER-  
GREEN, INC., partner of and sole agent for the General Partner,  
Big Survey Properties, a Massachusetts General Partnership,

- W I T N E S S E T H -

WHEREAS, by Declaration dated 28 January, 1976 and recorded  
30 January, 1976 in the Clerk's Office of the Circuit Court of  
Nelson County in Deed Book 146 at page 112, certain restrictions  
and limitations were imposed upon Tyro Overlook Section, Mountain  
Subdivision 11-A, WINTERGREEN, as shown on a plat and survey  
thereof by Frederick J. Thompson, C.P.E., dated January 5, 1976  
and recorded in the aforesaid Clerk's Office in Plat Book 9 at  
page 91, and

WHEREAS, in Part III of said Declaration, provision was  
made for amendment by a majority of the owners of lots in said  
subdivision, and

WHEREAS Wintergreen has sold no lots in said subdivision to  
date, and thus retains the power to amend said Declaration, and  
desires now to do so,

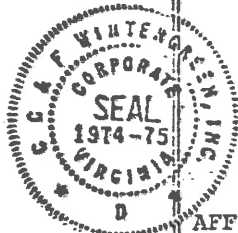
NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Winter-  
green hereby declares that the building setback requirement  
contained in Part II, "Restrictions," paragraph no. 1, is hereby  
deleted and revoked and shall be of no force and effect regarding  
lots in said Tyro Overlook Section, Mountain Subdivision 11-A,  
WINTERGREEN, but the remainder of said Rights, Restrictions,  
Affirmative Obligations and Conditions as imposed by said Declarati

of 28 January, 1976, shall continue in full force and effect until July altered, amended, or revoked.

WITNESS the following corporate execution, given pursuant to duly executed resolutions of the Board of Directors of said corporation:

WINTERGREEN, a Virginia Limited Partnership, by C C & F WINTERGREEN, INC., a partner of and sole agent for the General Partner, Big Survey Properties, a Massachusetts General Partnership:

C C & F WINTERGREEN, INC.



By: Gary W. Green  
Gary W. Green, Vice President

AFFIX CORPORATE SEAL:

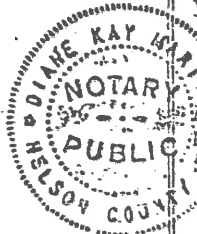
Attest:

Stuart R. Sadler  
Stuart R. Sadler  
Assistant Secretary

COMMONWEALTH OF VIRGINIA  
To-wit:  
COUNTY OF NELSON,

The foregoing Declaration was acknowledged before me in my jurisdiction aforesaid this the 6<sup>th</sup> day of April, 1976, by Gary W. Green, on behalf of the Corporation.

My commission expires: \_\_\_\_\_  
My Commission Expires December 4, 1978



AFFIX NOTARIAL SEAL:

Diane Kay Martin  
Notary Public

VIRGINIA: In the Clerk's Office of the Circuit Court of Nelson County April 8 19 76, This writing was admitted to record at 4:50 o'clock P. M. and the tax imposed by Sec. 53-54.1 of the Code in the amount of \$ Expense has been paid.

TESTE: James S. Bassett Deputy Clerk