



**Protective Covenants  
and Restrictions**

**UNIT FIVE**

### PROTECTIVE COVENANTS AND RESTRICTIONS

1. EXCEPT WITH WRITTEN APPROVAL OF MASSANUTTEN DEVELOPMENT COMPANY, NO OPEN FIRES WILL BE PERMITTED ON ANY LOT AT ANY TIME. THIS PROHIBITION PRECLUDES THE BURNING OF BRUSH, LEAVES, OR RUBBISH OF ANY KIND, AND FURTHER PRECLUDES THE LIGHTING OF CAMPFIRES AT ANY TIME OR IN ANY PLACE WITHIN MASSANUTTEN.
2. These lots are restricted to residential use and nothing but single family, private dwellings or residences designed for occupancy by one family shall be erected thereon except on those lots designated for multi-family and commercial use.
3. The plans for any dwelling, placed or altered on any lot, shall be approved in writing by the Architectural & Ecological Control Committee (hereinafter called "Committee") prior to start of construction, placement, or alteration.
  - (a) The Committee shall consist of at least five (5) members appointed by MASSANUTTEN DEVELOPMENT COMPANY (herein sometimes called the "DEVELOPER").
  - (b) Three (3) sets of all construction plans to include specifications for any structure plus interior and exterior elevations, exterior materials, color selections, and landscaping plans must be presented to the Committee for approval. These plans shall also include a lot plat showing the location of the structure planned within the property, the approximate amount of clearing proposed to be done on the lot and the approximate location and number of trees to be cut for construction.
4. Unless otherwise approved in writing by the Committee, the ground floor area of residences constructed on said lots, exclusive of one story open porches or garages, shall be not less than 1,000 square feet in the case of a one story structure nor less than 800 square feet in the case of a one and one-half or two story structure and in the case of a structure of more than one story the total living space shall be at least 1200 square feet. No single family residence shall exceed 35 feet in height as measured from the lowest floor level.
5. The exterior of all buildings must be completed within nine (9) months after start of construction or placement.
6. Any structure erected or placed on any lot shall be set back twenty-five (25) feet from front and rear lot lines and ten (10) feet from each side lot line, unless Committee allows variances and adjustments in order to overcome practical difficulties and prevent unnecessary hardships in the application of the provisions contained herein.
7. No signs of any nature shall be displayed to the public view without first obtaining a written approval from Committee, except that one (1) sign of not more than two (2) square feet, showing the owner's name and the name of the premises shall be permitted on a lot, but in no event shall said sign measure more than three (3) feet in length or height. No "for sale" signs are allowed, without written approval of DEVELOPER.
8. In order to assure that houses will be located with regard to topography of each individual lot, the Committee reserves unto itself, its successors and assigns, the right to control absolutely, and solely to decide, the precise site and location of any house or dwelling upon any lot, or building plot consisting of more than one lot provided, however, that such location shall be determined only after reasonable opportunity is afforded the lot owner to recommend a specific site.
9. Trees may be limbed up from the ground to any reasonable height not to exceed eight (8) feet and in a manner to avoid killing said trees. Brush, diseased or dead trees may be removed at any time,
10. No trees may be removed without the written approval of Committee. No trees shall be removed from any lot until the owner shall be ready to begin construction, without the consent of the Committee. The DEVELOPER does, however, reserve the exclusive right to remove trees as may become necessary for the development of roads, streets and recreational amenities. No stream, watercourse, or spring on or near any lot may be dammed, blocked, impounded, or otherwise altered in any way without written permission of DEVELOPER. No fences shall be constructed without written permission of DEVELOPER.
11. No outside toilet shall be constructed on any lot. Individual water wells shall be constructed on lots only with written approval of the Committee. All

plumbing fixtures, dishwashers, toilets or sewage disposal systems shall be connected to the community sewage system, and/or water system as those utilities become available.

12. No temporary structure or other outbuilding shall be placed or erected on any lot; provided, however, that Committee may grant permission for any such temporary structure for storage materials during construction. No such temporary structure as may be approved shall be used at any time as a dwelling place.
13. No mobile home, house or travel trailer, camper unit, tent or other temporary living quarters shall be placed, maintained or occupied on any lot.
14. No fowl, swine, cattle, sheep, goats, horses or other domestic or wild animals shall be kept or maintained on any lot. This restriction shall not apply to dogs, cats or other small domestic animals that are of a quiet and unoffensive nature.
15. No stripped down, partially wrecked, or junk motor vehicle or sizeable part thereof, shall be permitted to be parked on any street or on any lot in such manner as to be visible to the occupants of other lots or to the users of any street, road, ski slope, or golf course therein. No truck larger than three-quarters (3/4) ton shall be parked for overnight (or longer) storage, on any lot in such a manner as to be visible to the occupants of other lots or the users of any street, road, ski slope or golf course, except those vehicles which will be necessary during the actual period of construction.
16. Every tank for the storage of fuel installed outside any building shall be buried below the surface of the ground. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground, screened or so placed and kept as not to be visible from any street, road, ski slope, or golf course at any time except during refuse collections.
17. No owner of any lot shall build or permit the building thereon of any dwelling house that is to be used as a model house or exhibit unless prior written permission to do so shall have been obtained from the DEVELOPER. With DEVELOPER approval, all such model houses or exhibits shall be marked as such in a manner to be prescribed by DEVELOPER.
18. All lots, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such a manner as to prevent their becoming unsightly by reason of unattractive growth on such lot or the accumulation of rubbish or debris thereon. In the event any such lot or improvement thereon is not so maintained, MASSANUTTEN DEVELOPMENT COMPANY shall have the right, through its agents and employees, to enter thereon for the purpose of maintenance, restoration or repair, the cost of which shall be added to and become a part of the annual charge to which lot may be subject.
19. No noxious or offensive activities shall be carried on any lot nor shall anything be done on any lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood.
20. No improvement which has been partially or totally destroyed by fire or otherwise shall be allowed to remain in such state for more than three (3) months from the time of such destruction.
21. No trash, ashes, garbage or other refuse shall be dumped or stored on any lot nor be thrown into or on any street, roadway, bridle path, hiking trail, or other route of general access.
22. In order to enhance the appearance and orderliness of Massanutten, the MASSANUTTEN DEVELOPMENT COMPANY hereby reserves for itself, its successors and assigns, the exclusive right to operate or cause to be operated a commercial scavenging service within Massanutten for the purpose of removing garbage, trash, and other like household refuse. The charge to be made for such refuse collection and removal service shall be at a reasonable rate commensurate with the rates charged by commercial scavengers serving other areas of high standards.
23. No exterior television or radio antenna of any kind shall be constructed or erected on any lot or residence after such time as a community antenna television (CATV) system has been made available to residences at rates of charge for installation and monthly service commensurate with the rates charged by comparable CATV systems.
24. DEVELOPER reserves unto itself, its successors and assigns, a perpetual, alienable and releaseable easement over, upon, across and under each lot for the erection, maintenance, installation and use of electrical and telephone poles, wires, cables, conduits, sewers, water mains, gas, or other public conveniences or utilities, but after approval of construction and site location plans by the Committee this easement shall cease as to that part of each lot as is covered by the dwelling or building. DEVELOPER may further cut drainways for surface water wherever and whenever such action may appear to DEVELOPER to be necessary in order to maintain reasonable standards of health, safety and appearance. It further reserves the right to locate wells, pumping stations, and tanks within residential areas on any walkway, or any residential lot designated for such use on the applicable

plat of a residential subdivision. Such rights may be exercised by any licensee of DEVELOPER but this reservation shall not be considered an obligation of DEVELOPER to provide or maintain any such utility or service.

25. It is agreed that as soon as a sufficient number of lots have been sold in Massanutten a non-stock property owners' association, shall be formed with one membership per lot or one vote per lot and that this association in conjunction with the DEVELOPER shall establish reasonable annual assessment charges for road maintenance and maintenance of the trails and recreational areas, it being understood that the DEVELOPER, its officers and directors shall exercise three (3) votes for each unsold lot in the entire Massanutten project. DEVELOPER shall not be assessed for any charges for lots owned by it.
26. 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 for a period of twenty-five (25) years from the date of recordation of the plat of this unit, after which time 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 lots affected by such covenants has been recorded, agreeing to change said covenants in whole or in part. No restriction or covenant herein is intended to be used nor shall any restriction or covenant be used by any lot owner or DEVELOPER to discriminate against any person, whether a lot purchaser or prospective purchaser upon resale by a lot owner, upon the basis of race, creed, color, or national origin.
27. No residence shall be occupied until construction thereof is at least ninety per cent (90%) completed, except with written approval of MASSANUTTEN DEVELOPMENT COMPANY.
28. No room or rooms in any dwelling on a lot shall be leased or rented for any period of time. However, a dwelling or rooms therein may be rented pursuant to an agreement made by the owner with MASSANUTTEN DEVELOPMENT COMPANY.
29. Each lot owner shall construct and maintain suitable and adequate parking space on his lot for parking of his vehicles and the parking of vehicles of his guests so that said vehicles when parked shall not obstruct or interfere with vehicular travel on any of the roadways in said development.
30. Hunting of wild animals or fowl on the Massanutten project is prohibited except with written approval of MASSANUTTEN DEVELOPMENT COMPANY.
31. The land in this subdivision unit is now zoned by Rockingham County, Virginia, as "Residential Planned Community, District R-4". The portion of the land in this unit which is designated on the plat as "Open Space" shall be used only for the purposes permitted under such zoning as now in effect or hereafter amended. Such "open space" may, however, be conveyed to others but in any deed or deeds of conveyance appropriate language shall be inserted to insure and guarantee that the land is used only for the purposes aforesaid.
32. In the construction of driveways purchasers of all lots shall use culvert or drainage pipe of an adequate size and type for drainage purposes, and the size and type of such pipe must be approved by the DEVELOPER. After completion of construction of homes, driveways and other permitted improvements, the grounds shall be left with a neat and orderly appearance with all trash and debris removed.
33. Except with written approval of DEVELOPER, no lot shall be re-subdivided.
34. These covenants are to be recorded with the plat of the unit or portion of the lands of MASSANUTTEN DEVELOPMENT COMPANY to which they relate or apply. They are not to be construed as relating to or binding any other units or subdivisions of Massanutten.
35. In the event of a violation or breach of any of these restrictions by any property owner, or agent, or agent of such owner, the owners of lots in the neighborhood, or any of them jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach of such terms in any event. In addition to the foregoing, DEVELOPER shall have the right, whenever there shall have been built on any lot any structure which is in violation of these restrictions, to enter upon the 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 right, reservation, restriction or condition contained in this Declaration of Protective Covenants and Restrictions, however long continued, shall not be deemed a waiver of the rights to do so hereafter, as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.
36. The invalidation by any court of any restrictions in this Declaration of Protective Covenants and Restrictions contained shall in no way affect any of the other restrictions, but they shall remain in full force and effect.