

Declaration of Protective Covenants  
For  
Haynes-Anderson Trust Property

Revised March 13, 1999

1 (1) The trustees of Haynes-Anderson Trust, their successors and assigns, may assess  
2 each property owner the sum of One hundred twenty-eight and 83/100 Dollars (\$128.83) per  
3 tract, per year, for the use, administration and maintenance of the roads, rights of way and  
4 common areas subject to any increase as provided below. Any assessment made pursuant to  
5 this paragraph, including late fee of Twenty Dollars (\$20.00), interest at the rate of 12 (12%) per  
6 cent per annum from the date of delinquency and reasonable attorney and cost fees incurred in  
7 the collection thereof, shall constitute a lien on this property until paid and the execution of this  
8 deed to bind themselves, their heirs and successors in title to this lien and to the covenants  
9 hereinafter written. This lien is expressly inferior and subordinate to any first lien deed of trust  
10 presently or hereafter encumbering the property affected by these protective covenants. This lien  
11 shall be payable not later than the 1st day of each year.

12 The Grantors assume the responsibility for the collection of the monies due under this  
13 lien assessment and for the maintenance of the roads, rights of way and common areas until  
14 January 31, 1978 or until all the property has been sold, whichever is first. At that time the rights  
15 and responsibilities as created by this Declaration of Protective Covenants will be delegated by  
16 the Grantors to a committee of property owners who shall assume full responsibility for collection  
17 of the lien and the maintenance of the roads, rights of way and common areas. This committee  
18 shall be known as the Thunderbird Farms Property Owners Association, Inc. (hereinafter referred  
19 to as the Association) and each property owner of record of Thunderbird Farms shall have the  
20 privilege of becoming a member of this association without the payment of additional monies  
21 except for the fee hereinbefore mentioned.

22 The Association shall have the power to raise or lower the annual assessment fee if it is  
23 deemed necessary or desirable. The fee may not be raised by more than ten percent (10%) per

000021 JUN 16 88

24 year without the written affirmative vote of at least 66 2/3% of the property owners who are  
25 eligible to vote and who cast a vote. No property owner who is in default on the payment of the  
26 annual assessment fee as of May 1st of any year shall be entitled to vote on Association  
27 business or to enjoy the use of common areas and roads except such roads as are necessary for  
28 direct ingress and egress to such owner's lot (s). Full voting privileges and the enjoyment of all  
29 common areas and roads shall be restored upon payment of all assessments, liens, late fees,  
30 collection fees, and interest.

31 (2) The Grantors reserve unto themselves, their heirs or assigns, the right to construct or  
32 erect, operate, and maintain roads, telephone and electric light poles, conduits, equipment,  
33 sewer, gas, and water lines, or to grant easements or rights of way thereof, with the right of  
34 ingress and egress for the purpose of erection or maintenance on, over, or under a strip of land  
35 50 feet wide at any point along the front lines, or as shown on the official plat, and 15 feet wide at  
36 any point along the side or rear lines of any said property as shown on the official plat record  
37 recorded in the Warren County Courthouse.

38 (3) No building of a temporary nature shall be erected or placed on this property except  
39 those customarily erected in connection with residence building operations; and in such cases, for  
40 a period not to exceed one year unless an extension is granted by the Association Board of  
41 Directors. (4) There shall be no further re-subdivision of any existing lot as recorded on the  
42 original plat of Haynes-Anderson Trust Properties (commonly known as Thunderbird Farms)  
43 except for those already on record in the Warren County Courthouse on or before October 11,  
44 1986.

45 (5) Not more than one single family dwelling shall be erected on any one tract unless  
46 specifically approved, in writing, by the Association and the Warren County Zoning  
47 Administration, and said dwelling shall contain a minimum of 925 square feet as shown on the  
48 architectural footprint.(1850 minimum square foot of living space.) This shall not include  
49 basement verandah, patio, garage, porch, or carport. No multi-family dwellings shall be  
50 permitted. The exterior of the home must be completed in every detail (staining or painting of  
51 exterior walls including all masonry, exterior doors and windows installed, exterior steps and

000022 JUN 16 8

52 landings completed, all grading, leveling, and back filling completed and other details that are  
53 necessary for exterior completion) within (1) one year from the date of issuance of the building  
54 permit. No exterior walls constructed of masonry block, or cinder block shall be permitted.  
55 All toilet facilities shall be contained within the building and must be connected to a septic tank  
56 and drain field system approved by the Warren County and Virginia Health Departments.

57 (6) This property, except as hereinafter provided, shall be used for residential purposes  
58 only, and any garage, barn or other outbuilding must conform generally in appearance and  
59 material with any dwelling on the property. The following uses shall also be permitted, subject to  
60 applicable state and local law:

- 61 a. Home occupations conducted by the occupant;
- 62 b. Agricultural and farming including incidental uses and buildings related thereto.

63 (7) No signs, billboards, or advertising of any nature shall be erected, placed, or  
64 maintained on this property, nor upon any building erected thereon, except directional and  
65 information signs of the grantors. However, individual property owners or their agents may erect  
66 signs naming or identifying their particular property or house occupation or notifying the public  
67 that the property is offered for sale, provided that such signs comply with the Warren County  
68 ordinances relating to the erection and size of such signs and that they be maintained in good  
69 repair so that they do not present a visual nuisance. "FOR SALE" signs must be removed within  
70 30 days after the closing of the sale or expiration of the listing.

71 (8) No building shall be erected closer than 35 feet to any road right-of-way, nor closer  
72 than 15 feet to the side or rear of the property line, with the exception that where two or more  
73 tracts are used together for the consideration of one dwelling, then said 15-foot set back shall  
74 apply only to outside lines.

75 (9) No house trailer or mobile home or other structure not conforming to the labeling by  
76 the VA Department of Industrialized Building Code as a registered Industrial Building Unit  
77 conforming to the standards of the Uniform Virginia State Building Code shall be placed on the  
78 property. The use of temporary camping trailers shall be only in accordance with the Warren  
79 County and Virginia State laws and such temporary camping trailers must be currently licensed.

000023 JUN 16 8

80 (10) Culverts of sufficient diameter to permit free passage of all runoff water and debris  
81 shall be installed and maintained in all driveways entering upon all Thunderbird Farms roads. In  
82 no case shall the diameter of the culvert be less than 12 inches. Maintenance of driveway  
83 culverts shall be the responsibility of the property owner.

84 Non conforming culverts and/or driveways which encroach on Thunderbird Farms roads  
85 may be removed at the owner's expense thirty days after notice of non-conformance with this  
86 section is given to the property owner by the Association. Repair and/or removal costs may be  
87 added to the offending property owner's annual assessment. A waiver of the requirement for a  
88 driveway culvert may be granted if it is deemed unnecessary by the Association.

89 (11) No vehicles of any type or description which are unlicensed or inoperable may be left  
90 or abandoned on said property unless stored in a building permitted by these covenants.

91 (12) HAYNES-ANDERSON TRUST reserves the right-of way for itself and its successors  
92 in interest over the roads on the plat of the subdivision, and HAYNES-ANDERSON TRUST  
93 further reserves the right to grant and convey to each property owner a right-a-way over all roads  
94 shown on the plat of the subdivision. It is to be expressly understood that all roads within the  
95 property commonly known as Thunderbird Farms, section I through IV, not currently maintained  
96 by the Virginia Department of Highways shall be private and usable by the property owners and  
97 their invitees only.

98 (13) No use of firearms, except for self-defense shall be permitted.

99 NO noxious, dangerous, or offensive trade or activity or nuisance shall be permitted on any lot,  
100 nor shall anything be done thereon which may be or become an annoyance or nuisance to the  
101 neighborhood.

102 It shall be unlawful for any person to create, assist in creating, permit, continue or permit the  
103 continuance of any unreasonably loud or disturbing sound of such character, intensity, volume,  
104 carrying power or duration as to disturb the comfort repose, health or safety of any individual  
105 unless the sound is made in an activity conducted for the protection or preservation of the health,  
106 safety or life of some person. For purposes of this chapter "disturbing" is defined as any actual or  
107 imminent interference to peace or good order or a noise which endangers or injures the health or

000024 JUN 16 8

108 safety of humans or animals or which annoys or disturbs a reasonable person of normal  
109 sensibilities (As per the Code of Warren County, Virginia).

110 (14) If the owner of any property encompassed by these covenants or any of their heirs  
111 or successors shall violate or attempt to violate any of these covenants herein, it shall be lawful  
112 for any other person or persons owning real estate situated in said subdivision or the Thunderbird  
113 Property Owners Association to prosecute any proceedings at law or in equity against a person or  
114 persons violating or attempting to violate any such covenants or due from such violations. In  
115 addition the party bringing suit to enforce said covenants shall be entitled to reasonable attorney's  
116 fees and their cost in such prosecution.

117 (15) Invalidation of any one of these covenants by judgment or court order shall in no way  
118 effect any of the other provisions which shall remain in full force and effect.

119 (16) These covenants shall run with the land and shall be binding upon all parties hereto,  
120 including their invitees, heirs, successors in title, and all parties claiming through them, unless  
121 changed in whole or in part at any time by written vote of 66 2/3% of the then property owners of  
122 record of Haynes-Anderson Trust Property who are eligible to vote and who cast a vote. These  
123 covenants shall be reviewed every six years by the Board of Directors.

124 (17) In all instances pertaining to the alteration of one or all of the provisions of these  
125 covenants wherein a written vote is required that there shall be only one vote per tract recorded  
126 by Haynes-Anderson Trustees, their successors and assigns, as Thunderbird Farms.

127 (18) Issues described in these covenants which must be decided by a vote of the  
128 members of the Association may be submitted to the membership by mail ballot at the discretion  
129 of the Board of Directors of the Association. Such ballots must be mailed to the membership at  
130 least thirty (30) days prior to the date upon which the votes shall be counted. The issue will be  
131 carried by the required percentage of the votes cast by members who are eligible to vote.

132 (19) The "Public Area" shown on the plat of Lot 21, Section 3, between the 50' right-of-  
133 way and the Shenandoah River, is hereby dedicated for use by the property owners of Haynes-  
134 Anderson Trust Property. The area shall be regulated and controlled by the Association and shall

000025 JUN 16 99

135 be used exclusively for recreational uses by the property owners. Title to the land, shall, however  
136 remain with the owner of Lot 21 section 3 subject to the easement for the public area.

137 (20) These Covenants shall in no way restrict, amend, or otherwise change any  
138 archaeological easements, rights of way or other easements already in force or elsewhere  
139 recorded and in force in the deeds of the lots of the Haynes-Anderson Trust Properties,  
140 Sections I, II, III and IV.

141 WITNESS the following signatures and seals.

142 Donald C. Demer (SEAL)

143 Donald C. Demer, President

144 Rosemary I. Henschell (SEAL)

145 Rosemary I. Henschell, Secretary

146

147 STATE OF VIRGINIA

148 COUNTY OF WARREN

149

150 I, WAYNE L. SHIPMAN, a Notary Public in and for the State and County WARREN <sup>VA</sup>

151 aforesaid do hereby certify that Donald C. Demer and Rosemary I. Henschell, whose name are

152 signed to the foregoing Declaration of Protective Covenants bearing date on the 13th day of

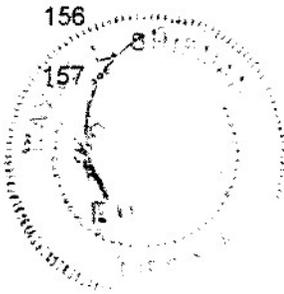
153 March 1999 have acknowledged the same before me in my State and County aforesaid.

154 Given under my hand this 15 day of JUNE, 19 99

155 My commission expires: FEB 28 2001

156

Wayne L. Shipman  
Notary Public



INSTRUMENT #990004084  
RECORDED IN THE CLERK'S OFFICE OF  
WARREN COUNTY ON  
JUNE 16, 1999 AT 10:41AM  
WILLIAM A. HALL, CLERK

BY: C. Kaye Henry (DC)