

DECLARATION OF RIGHTS, RESTRICTIONS,
AFFIRMATIVE OBLIGATIONS AND CONDITIONS,

BACK COUNTRY COVENANTS

July 3, 1975

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

"Back Country Area" as used herein is defined as all those parcels or tracts of land intended for subdivision or subdivided into properties or parcels intended for Back Country development. Individual Back Country Areas shall sometimes be referred to herein as a parcel.

"Building Site" as used herein shall be defined as all those approved sites

as are located upon the plat of the Back Country Areas in Wintergreen as are filed in the Offices of the Clerks of the Circuit Courts of Nelson and Augusta Counties, Virginia or as are subsequently approved by the Company.

PART II

RESTRICTIONS

1. The Company reserves unto itself, Property Owners, their guests, successors and assigns, a perpetual easement for passage over and the reasonable use of the lands 25 feet to each side of the center line of the jeep trails as are designated upon the plats of the Back Country Areas in Wintergreen as filed in the Offices of the Clerks of the Circuit Courts of Nelson and Augusta Counties, Virginia.

2. No Electric power lines nor telephone lines shall be permitted within any Back Country Area without the prior approval of the Company of the placement thereof. The Company specifically reserves the right to require that any such utility line be placed underground in the manner required by the Company, prior to the Company's approval for the installation thereof.

3. (a) All lots in said Back Country Area 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 permanent 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 that such building is not used for any activity normally conducted as a business. Plans for all structures shall be subject to the architectural review as is provided for in Part I, paragraph 1 of the General Covenants. However, the Company may allow additional buildings on a parcel provided that both suitable

additional sites are available and that a premium is paid for any additional sites in addition to the base lot price.

(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 three (3) shall not prohibit the Company from using a house or other dwelling units as models.

4. 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 parcel shall require the contractor to maintain the parcel in a reasonably clean and uncluttered condition.

5. 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 as needed 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.

6. 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 parcel 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 or within Wintergreen; and

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

7. 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 parcel in a Back Country Area unless a different location of such easements is shown on recorded subdivision plats.

8. No parcel 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 replat any parcel or parcels owned by it and shown on the plat of any subdivision within Wintergreen in order to create a modified building parcel or parcels; and to take such other steps as are reasonably necessary to make such replatted parcels 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 replatted parcels, provided, however, no parcels originally shown on a recorded plat shall be reduced to a size more than ten (10%) per cent smaller than the smallest parcel 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 parcels

into one (1) larger parcel. Following the combining of two (2) or more parcels into one (1) larger parcel, only the exterior boundary lines of the resulting larger parcel shall be considered in the interpretation of these covenants.

9. The Company reserves unto itself, successors and assigns, Property Owners, their guests, a perpetual, alienable and releaseable easement for passage over and the reasonable use of all lands 100 feet to each side of the center of Stoney Creek and of Pauls Creek. All such land is to be devoted to and is intended for the common use and enjoyment of the Company, of Property Owners, their guests, and visiting members of the general public to enable them to fish in and otherwise enjoy the waters of Stoney Creek and of Pauls Creek. This reservation shall not be considered an obligation on the part of the Company to maintain any such lands.

10. Approved for the removal, or cutting of vegetation and for the alteration by removal, cutting or excavation of any of the topographic characteristics of any property subject to these covenants shall be allowed as is reasonably necessary to prepare an approved site for a dwelling structure, for a drain field or other sewage system, or for a right of way to the property provided such right of way does not exceed 12 feet in width. These changes shall be subject to the prior review of the Company to determine that such changes shall have no unnecessary adverse effect on any erosion from the parcel, pollution of any of the lakes and streams in the watershed of the property, or aesthetic appearance of the parcel to any observer outside the property. Tree cutting solely for the purposes of firewood for any dwelling structure or the property is hereby allowed.

11. All internal combustion engines either for the purposes of a well pump or for generating electrical power or for any purpose other than a motor vehicle shall be screened and muffled such that it is neither visually nor audibly noticeable outside the limits of the parcel on which the said engine is located.

12. There shall be no outdoor fires except that small camp fires or

charcoal grills shall be permitted for the purposes of cooking.

13. No structure of a temporary character, including mobile homes, trailers, tents or campers shall be allowed on any parcel except within 100 feet of the building site except for a period of less than two weeks or in the case of a tent any place on the parcel for a like period of time, such that it does not have an unreasonable impact upon the neighboring parcels.

14. Shelters or temporary structures used by the contractor during the construction of the main dwelling house shall be permitted provided that it is clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the parcel after completion of construction. The design and color of structures temporarily placed on a parcel by a contractor shall be subject to reasonable aesthetic control 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 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 (1) the plats showing the properties to be modified in permitted use by the change, and (2) 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 Courts 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 3rd day of July, 1975.

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.

AFFIX
CORPORATE
SEAL

By: _____
Vice President

Attest: _____
Secretary

State of Virginia
County of Nelson)SS.

The foregoing instrument was acknowledged before me this _____ day of _____, 1975 by Gary W. Green, Vice President of CC&F Wintergreen, Inc. a Virginia Corporation, on behalf of the Corporation.

Notary Public