

Prepared By & Please Return To: Tax Map Number: 26-((A))-17
Boyle, Bain, Reback & Slayton
420 Park Street
Charlottesville, VA 22902

STATEMENT OF RESTRICTIONS AND COVENANTS FOR GEER SUBDIVISION

THIS DECLARATION, made this 9th day of July, 2007, by HALEY, CHISHOLM & MORRIS, INC., a Virginia Corporation, hereinafter referred to as the "Declarant" provides:

The Declarant is the owner of certain real estate situated in Greene County, Virginia, and desires to subject said real estate described on plat of Roger W. Ray & Assoc., Inc. dated February 19, 2007 last revised July 3, 2007 captioned "Subdivision Plat, Lots 1 Thru 6 Geer Subdivision Located on State Route 810" attached hereto and recorded herewith, to the covenants, restrictions, easements, and charges hereinafter set forth, each and all of which is for the benefit of said property and the owners thereof;

NOW THEREFORE, the Declarant declares that the real property described on said subdivision plat is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, and charges hereinafter set forth, and to any and all valid amendments to these restrictions and covenants. These easements, covenants, restrictions and charges shall be covenants running with the land and shall be binding upon any and all parties who have or acquire title to all or any part of the above-described properties and shall inure to the benefit of each Owner thereof.

Article I

DEFINITIONS

1.01. Declaration. The term "Declaration" as used herein shall mean the covenants, conditions, and restrictions and all other provisions herein set forth in this entire document as the same may from time to time be amended.

1.02. Declarant. The term "Declarant" as used herein shall mean or refer to Haley, Chisholm & Morris, Inc., and any successor to it as developer.

1.03. Property. The term "Property" as used herein shall mean or refer to only the real property described in any recorded subdivision plat of Geer Subdivision.

1.04. Lot. The term "Lot" as used herein shall mean or refer to any plot of land designated as a "Lot" upon any recorded subdivision plat of Geer Subdivision.

1.05. Owner. The term "Owner" as used herein shall mean or refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Article II

PROPERTY SUBJECT TO DECLARATION

2.01. Existing Property. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is Lots 1, 2, 3, 4, 5 and 6 as shown on the subdivision plat attached hereto and recorded herewith.

Article III

ARCHITECTURAL CONTROL

3.01. Architectural Control. The Architectural Control Board (hereinafter referred to as "ACB") shall initially consist of one or more persons or entities named by the Declarant. When all six (6) Lots have been sold and conveyed of record to Lot Owners, then the selection of the members composing the ACB shall be made by the Lot Owners.

The ACB shall consist of no more than three (3) members. The Owners shall have one (1) vote for each Lot owned in selecting the ACB members. A quorum shall exist of any actions of the ACB so long as Two-Thirds ($2/3^{\text{rds}}$) of the members of the ACB are present to vote.

3.02. Purpose. The ACB shall regulate the external design, appearance, and use of the Lots and of improvements thereon in such manner so as to preserve and enhance values, to maintain a harmonious relationship among structures and the natural vegetation and topography, and to conserve existing natural amenities. The ACB shall regulate the approval of all building contractors.

3.03. Conditions. No improvements, alterations, repairs, excavations, changes in grade, major landscaping, or other work which in any way alters the exteriors of any Property or the improvements located thereon from its natural or improved state existing on the date such Property was first conveyed in fee by the Declarant to an Owner shall be made or done until the plans, specifications, working drawings, and proposals for the same showing the nature, kind, shape, type, materials, and locations thereof shall have been submitted to and approved in writing by the ACB pursuant to Section 3.04. No building, fence, wall, residence, or other structure shall be constructed without the prior written approval of the ACB, in its sole discretion.

3.04. Procedures. In the event the ACB fails to approve, modify, or disapprove in writing a request for approval required herein, within forty-five (45) days after plans, specifications, or other appropriate materials have been submitted in writing to it, approval will be conclusively presumed to have been granted. In the event that construction pursuant to any approval is not commenced within six (6) months following approval, such approval shall automatically expire at the end of the six (6) month period. If construction cannot be commenced within the six (6) month period, a request for an extension of time may be submitted to the ACB for consideration.

Article IV

SUBDIVISION, EASEMENTS AND SETBACK

4.01. Restriction on Further Subdivision. No Lot shall be further subdivided or separated into smaller Lots by an Owner, and no portion less than all of any such Lots shall be conveyed or transferred by an Owner other than the Declarant; provided, however, that this shall not prohibit deeds of corrections, deeds to resolve boundary line disputes, deeds of boundary line adjustment and similar instruments. No Lot shall be used as a roadway for access to any Property lying outside of the boundaries of the Property without the written consent of the Declarant, its successors and assigns.

4.02. Utility and Drainage Easements. Declarant reserves unto itself, its successors and assigns, a perpetual and alienable easement and right-of-way above ground and under ground through all areas subject to this Declaration and any supplementary declaration, within the boundaries of Lots, and excepting only approved building areas, to construct, maintain, inspect, replace, and repair electric and telephone poles, wires, cables, conduits, pipes, and other suitable equipment for the conveyance of water, telephone, electricity, cable, communications, and other utilities and public conveniences, monitoring wells, and for storm and surface water drainage, together with the right of ingress and egress to all such facilities and easements for the construction and maintenance thereof. The easements provided for in this section shall include the right to cut any trees, brush, and shrubbery, make any grading of soil, and take other similar action reasonably necessary to provide economical and safe utility installation and drainage facilities. The rights herein reserved may be exercised by any licensee of the Declarant but shall not be deemed to impose any obligations upon the Declarant to provide or maintain any utility or drainage services.

4.03 Landscape Easement. Declarant reserves unto itself, its successors and assigns, for the benefit of the Lot Owners of Geer Subdivision, a landscape easement at the hereinafter described location for the purpose of planting, installing, constructing and maintaining such grass, trees, bushes, flowers, grades, fences, stone walls, street and subdivision identification signs and such other landscaping and structures as Declarant may deem desirable and appropriate (hereinafter referred to as the "Landscape Easement"). Within the Landscape Easement the Declarant shall have the right to determine the nature and extent of landscaping and structures. The ACB shall have the same rights as the Declarant following consultation with the Lot Owners affected by the Landscape Easement. No Lot Owner shall have any right to plant, install, or construct any grass, trees, bushes, flowers, gradings, fences, stone walls, signs, exterior lighting or any other landscaping and or structures within the Landscape Easement except as shall be expressly permitted and authorized in writing by the ACB pursuant to Article 3 herein. The Landscape Easement shall be in the following location:

- Within a portion of the building setback area of Lots 1 and 6, as more fully delineated on the attached plat.

4.04. Sight Easement. No landscaping or improvements shall be constructed, planted or installed within the area shown on the attached plat as "Sight Distance Easement" that will

interfere with the view of oncoming traffic along State Route 810 when entering or exiting Geer Lane. Until Lot 1 is sold, the Declarant shall be solely responsible for keeping the sight easement area trimmed to maintain clear vision over this area as described above. After Lot 1 has been sold, the Owner of Lot 1 shall be solely responsible for keeping the sight easement area trimmed to maintain clear vision over this area as described above.

4.05 Setback. Greene County setback requirements will apply to all Lots. According to said requirements, no main residence nor accessory structure shall be erected within fifty (50) feet from Geer Lane nor within forty (40) feet of State Route 810. For all Lots, no main residence shall be erected within fifty (50) feet from the rear Lot lines nor within thirty (30) feet from the side Lot lines. No accessory structure shall be located within ten (10) feet of side or rear Lot lines. All of the foregoing notwithstanding, no suit shall be brought more than sixty (60) days after the completion of such structure (as signified by issuance of the certificate of occupancy) on account of its location.

Article V

USE PROVISIONS

5.01. Use. No profession or home industry shall be conducted in or on any Lot without the specific written approval of the ACB, provided that such profession or home industry is permitted under the applicable zoning ordinance, and provided further, that no outside sign advertising or identifying such profession or industry will be permitted on any Lot.

5.02. Building size. The finished living space exclusive of garage, patio, porch and basement areas shall contain the following minimum requirements:

- 2,400 finished square feet of living space for a two (2) story residence
- 1,800 finished square feet of living space for a one (1) story residence

5.03. Type of Building. No building of any kind shall be erected or maintained upon any Lot except one private, detached single-family dwelling, and building accessory thereto, e.g., garages, tool sheds.

5.04. Temporary Structure. No structure of a temporary character, tent or trailer, shall be used on any Lot at any time as a residence, either permanently or temporarily.

5.05. Signs. No billboards or signs of any kind shall be erected or maintained or displayed except "For Sale" or "For Rent" signs or signs for naming Property, none of which signs shall exceed five square feet in area.

5.06. Nuisance. No noxious, boisterous, or offensive activities shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the other Owners.

5.07. Maintenance. Each Owner shall keep his property and all improvements thereon, free of debris and maintained in good order and repair, and free of inoperative motor vehicles or other inoperative machinery. Commercial vehicles (other than plain colored vans, cars, or pickups with simple door signs), lawn care or farm type machinery, and hobby or recreational vehicles must be kept in garages of other ACB approved structures. Maintenance shall include, but not be limited to, seeding, watering and mowing of all lawns, pruning and cutting of all trees and shrubbery, and painting (or other appropriate exterior care) of all structures and other improvements. All Lot Owners shall mow to edge of pavement on their Lot frontage. This shall be done in such manner and with such frequency as is consistent with good property management and so as not to detract from the overall beauty of the Property and the common good and general welfare of Geer Subdivision and its residents. All unimproved Lots shall be kept free of brush, trash and other forms of debris, and shall be kept mowed. In the event any such unimproved Lot shall not be kept up to reasonable standards applied by the ACB, the ACB may remove such trash and debris from said Lot and mow the same and assess the cost thereof to the Owner of said Lot. If any Lot Owner fails to maintain the Lot and the improvements thereon, after fifteen (15) days written notice to such Owner, the ACB shall have the right to enter upon such Lot to correct any violation of this Section. All costs related to such correction, repair, or restoration will become subject to a lien against the Lot. The ACB shall notify the Lot Owner in writing of the imposition of any such lien.

5.08. Clearing Trees. No clearing of trees shall be permitted without ACB approval. Any tree within the foundation lines of the proposed building structure, over the water or other utility lines, may be cut and removed after the approval of the plans has been obtained from the ACB; any dead tree may be cut down no matter the size, but no other tree over six inches in diameter shall be cut and removed without the approval of the Architectural Control Board. Such approval shall not be unreasonably withheld by the ACB. The Owners shall also submit to the ACB a tree removal sketch showing the approximate location, size and variety of trees to be removed and trees to be retained.

Article VI

GENERAL PROVISIONS

6.01. Enforcement. Enforcement of the provisions of this Declaration shall be by proceedings at law or in equity against any person or persons violating or attempting to violate the covenants either to restrain violation or to recover damages.

6.02. Severability. Invalidation of any one or more of the provisions of this Declaration or any supplementary declaration by judgment, court order, or otherwise, shall in no way affect any other provisions which shall remain in full force and effect.

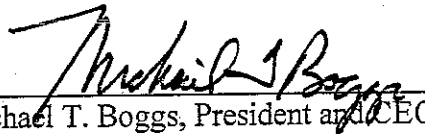
6.03. Amendments. These restrictions and covenants may be amended in whole or in part by a recorded instrument bearing the signatures of the Owners of record, including joint tenants and tenants in common, of Two-Thirds (2/3^{rds}) of the Lots.

6.04. Non-Discrimination. Any person, when he becomes an Owner, agrees that neither he nor anyone authorized to act for him will refuse to sell, or rent after the making of a bona fide offer, will refuse to negotiate for the sale or rental of, or to otherwise make unavailable or deny any of the property owned by him in Geer Subdivision to any person, because of race, color, religion, sex, or national origin. Any restrictive covenant affecting the properties covered by this Declaration relating to race, color, religion, sex, or national origin which is inconsistent with this section is recognized as being illegal and void, and is specifically disclaimed.

6.05. Duration. The covenants and restrictions to this Declaration shall run with and bind the land for a term of twenty five (25) years from the date this Declaration is recorded and thereafter shall be automatically renewed for successive periods of ten (10) years, unless modified, amended, or rescinded as provided in paragraph 6.03.

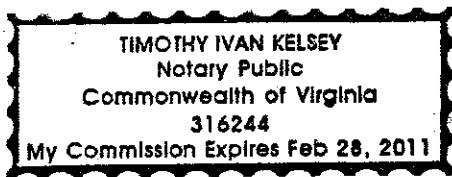
WITNESS the following signature and seal:

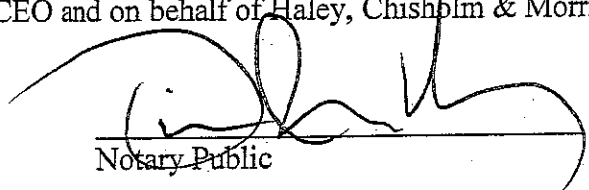
HALEY, CHISHOLM & MORRIS, INC.

By:  [SEAL]
Michael T. Boggs, President and CEO

STATE OF VIRGINIA AT LARGE:
CITY OF CHARLOTTESVILLE:

The foregoing instrument was acknowledged before me this 9th day of July, 2007 by Michael T. Boggs, as President and CEO and on behalf of Haley, Chisholm & Morris, Inc.




Notary Public

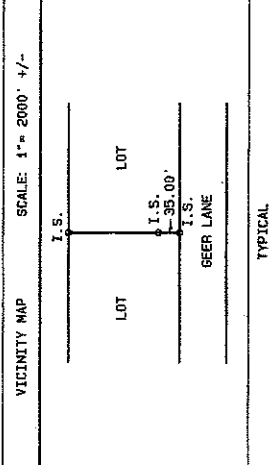
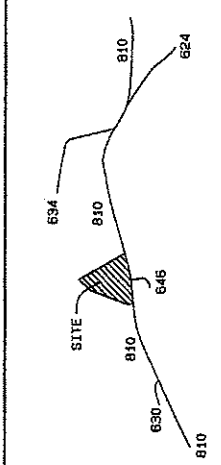


THE DIVISION AND/OR REDIVISION OF LAND DESCRIBED HEREON IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER(S) PROPRIETOR(S) AND ALL INTERESTED PARTIES ALL OF WHICH ARE HEREBY DEDICATED TO PUBLIC USE. SHOWN ON THIS PLAN ARE HEREBY DEDICATED TO PUBLIC USE.

Michael J. Bogan
FOR: HALEY, CHISHOLM & MORRIS, INC.

CITY/COUNTY OF Charlottesville
STATE OF VA
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 9 DAY OF JAN 2007 BY Michael J. Bogan
NOTARY PUBLIC John Ray ID# 181511
MY COMMISSION EXPIRES: 12/31/2008

APPROVED FOR RECORDATION:
Brian S. Ray
GREENEF COUNTY OFFICIAL TITLE DATE 7/9/07

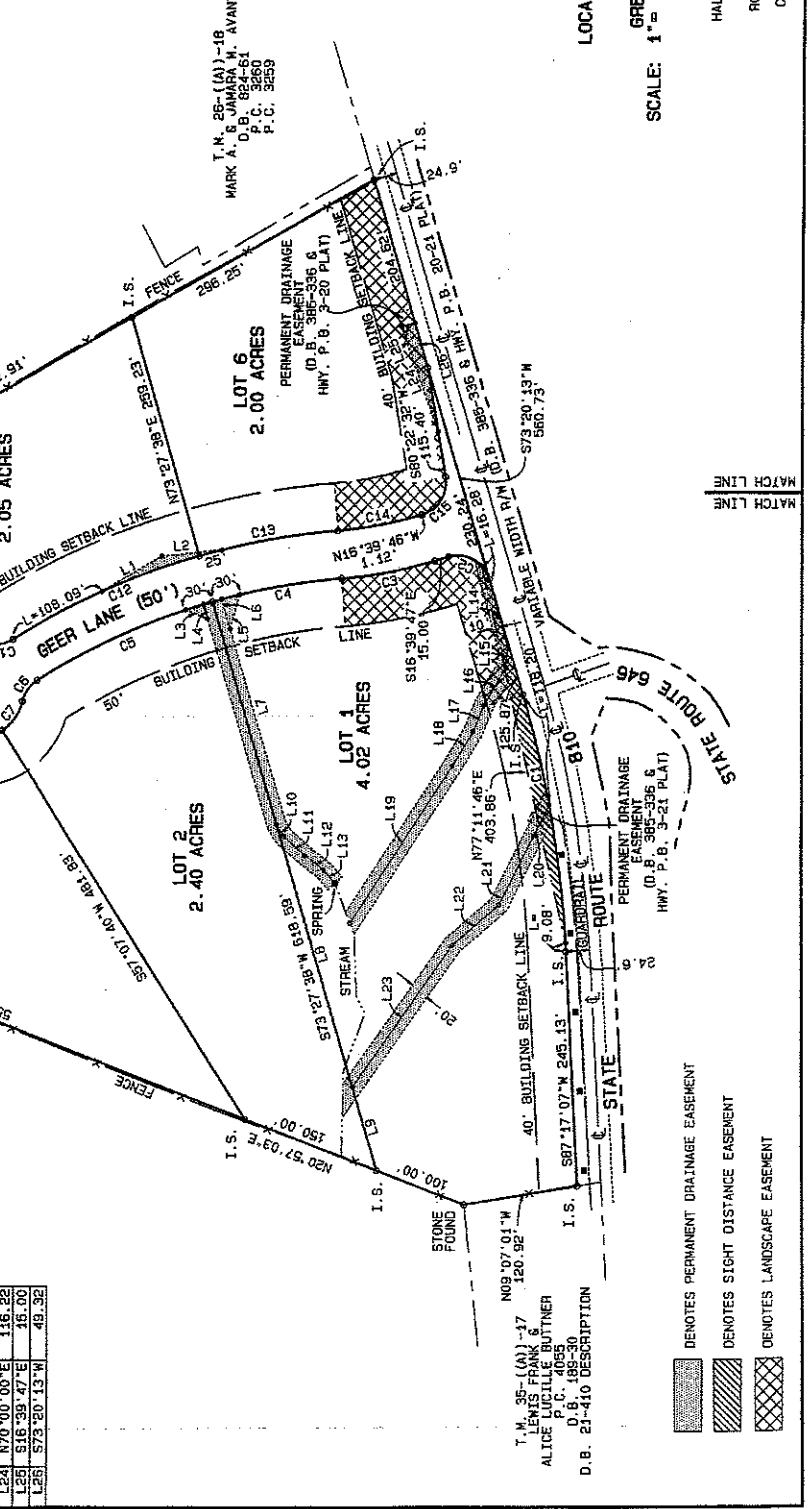


SUBDIVISION PLAT
LOTS 1 THRU 6
BEER SUBDIVISION
LOCATED ON STATE ROUTE 610
AT GEER
MONROE DISTRICT
GREENE COUNTY, VIRGINIA
SCALE: 1" = 100' DATE: FEBRUARY 19, 2007
REVISED: JULY 3, 2007
FOR
HALEY, CHISHOLM & MORRIS, INC.
ROGER N. RAY & ASSOC., INC.
1717-18 ALLEN STREET
CHARLOTTESVILLE, VA 22903
TELEPHONE 434-293-3195

THE LAND USE NOTES SHOWN ON THIS PLAN ARE IMPOSED AT THE REQUEST OF THE DIRECTOR OF PLANNING AND THE ZONING ADMINISTRATOR. BY PLACING HIS/HER SIGNATURE ON THIS PLAN, THE OWNER HAS DEEMED THAT THEY ARE CORRECT AND IN ACCORDANCE WITH THE ZONING ORDINANCES AND ZONING COVENANTS RUNNING WITH THE LAND AND THEIR APPEARANCE ON THIS PLAN IS NOT INTENDED TO IMPOSE THEM AS SUCH. ANY REFERENCE TO FUTURE DIVISIONS ARE THEORETICAL.

- OWNER: HALEY, CHISHOLM & MORRIS, INC. P.O. BOX 550 EARLYSVILLE, VA 22938
- LEGAL REFERENCES: D.B. 982-283, D.B. 385-336, HWY. P.B. 3-20 & 21, P.C. 1158 & P.C. 566.
- TABULATION:
LOT 1 = 14.70 ACRES
LOT 2 = 2.40 ACRES
LOT 3 = 2.15 ACRES
LOT 4 = 2.08 ACRES
LOT 5 = 2.05 ACRES
LOT 6 = 2.00 ACRES
TOTAL = 15.83 ACRES
- PROPERTY DESIGNATED AS PARCEL ((A))--17 ON TAX MAP 26. CURRENT FIELD SURVEY.
- I.S. DENOTES IRON SET.

MARGARET F. MORRIS REVOCABLE TRUST
D.B. 1083-55
D.B. 743-201
D.P.C. 3260
D.B. 33-425
D.B. 33-488
D.B. 34-889
D.B. 5-685



LINE	DELTA	RADIUS	ARC	TANGENT	CHORD	BEARING
C1	13°56'54"	1120.92	272.88	137.12	272.21	S80°18'40"W
C2	90°00'00"	35.00	54.98	35.00	49.50	S28°20'13"W
C3	12°00'00"	485.00	101.58	50.98	101.39	S10°39'47"E
C4	10°55'46"	735.00	140.18	70.31	139.37	S10°07'37"E
C5	15°04'20"	395.00	206.18	109.77	205.50	S23°37'37"E
C6	49°03'24"	50.00	38.30	20.15	37.37	S54°12'45"E
C7	41°12'53"	50.00	35.00	18.75	31.40	S12°43'57"W
C8	64°15'44"	50.00	31.40	15.56	26.84	N69°31'55"W
C9	70°50'15"	35.00	61.82	35.56	57.95	N21°58'57"W
C10	45°05'57"	35.00	27.55	14.53	26.84	N05°05'49"W
C11	15°00'48"	785.00	219.37	110.41	218.66	N23°39'25"W
C12	12°00'00"	435.00	150.55	75.51	150.32	N10°09'25"W
C13	12°00'00"	435.00	91.11	45.72	90.94	N10°39'47"E
C14	62°57'42"	35.00	50.88	30.94	45.37	S52°08'36"E

LINE	BEARING	DISTANCE
L1	S30°00'00"E	74.14
L2	S06°00'00"E	55.00
L3	S21°00'00"W	25.32
L4	N73°27'38"E	15.46
L5	N71°00'00"W	37.14
L6	N73°27'38"E	32.42
L7	S73°27'38"W	242.42
L8	S73°27'38"W	285.28
L9	S73°27'38"W	50.99
L10	S57°25'27"W	13.98
L11	S41°16'07"W	30.73
L12	S37°18'14"W	24.89
L13	S48°50'30"W	18.44
L14	S75°00'56"W	75.28
L15	N84°36'01"W	19.20
L16	N69°24'46"W	45.69
L17	N68°32'30"W	29.70
L18	N58°13'01"W	41.78
L19	N56°22'41"W	197.47
L20	N63°09'14"W	36.04
L21	N62°47'42"W	80.91
L22	N40°27'41"W	85.00
L23	N64°32'25"W	162.95
L24	N70°00'00"E	116.22
L25	S16°39'47"E	45.00
L26	S73°20'13"W	49.32

JOHN E. HAYES REV. TRUST & BARBARA N. HAYES REV. TRUST
D.B. 415-623
D.B. 7-586

T.M. 35-(A)-17
LEWIS FRANK & ALICE P. BUTNER
P.O. BOX 4059
D.B. 183-30
D.B. 21-410 DESCRIPTION

