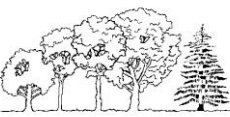


HENSEL
STONE  *Woods* PROPERTY OWNERS'
ASSOCIATION, INC.



DECLARATION OF PLAT AND RESTRICTIVE COVENANTS

AS AMENDED

April 4, 2016

WHEREAS, prior to its conveyance of the rights and responsibilities attendant thereto, Henselstone of Virginia, Inc. recorded certain Covenants and restrictions in the Clerk's Office of the Circuit Court of Warren County, Virginia in Deed Book 369, at page 440, referred to as "Henselstone Woods Subdivision" and describing the following property, located in the County of Warren, Virginia, by deed dated March 5, 1985, and of record in the Clerk's Office of the Circuit Court of Warren County, Virginia in Deed Book 323, at Page 190, the following described property, to-wit:

All that certain tract or parcel of land, together with all appurtenances thereunto belonging or in anywise appertaining, lying and being situate in the North River Magisterial District of the Town of Front Royal, Warren County, Virginia, described as follows:

TRACT ONE: Lot TWENTY-SIX (26) as shown on plat of FORREST HILL SUBDIVISION ADDITION NO. 1 Situated in Warren County, Virginia", prepared by Joseph G. Brogan, Sr., C.L.S., dated June 26, 1968 and recorded in the Clerk's Office of the Circuit Court of Warren County, Virginia in Deed Book 193, at Pages 546 and 547.

TRACT TWO: One Tract containing 3.957 acres, and one tract containing 48.176 acres as shown on plat entitled, "Survey of the MORRIS M. LEWIS PROPERTY Recorded in Deed Book 119, Page 345, North River Magisterial District, Warren County, Virginia", prepared by Joseph G. Brogan, Sr., CL.S., dated July 13, 1978, and recorded in the aforesaid Clerk's Office in Deed Book 257, at Page 27.

WHEREAS, the aforesaid rights and responsibilities attendant thereto was conveyed to Henselstone Woods Partnership, Inc., a Virginia Corporation, and the aforesaid Declaration of Plat and Restriction Covenants was adopted for the subdivision known as the Henselstone Woods Subdivision, Section two, Phase one, and was recorded in the Clerk's Office of the Circuit Court of Warren County, Virginia in Deed Book 401, at page 209, and dated the 10th day of August, 1989, and;

WHEREAS, the aforesaid Declaration of Plat and Restriction Covenants was adopted for the subdivision known as the Henselstone Woods Subdivision, Section two, Phase Two, by Henselstone Woods Partnership, and was recorded in the Clerk's Office of the Circuit Court of Warren County, Virginia in Deed Book 417, at page 596, and dated the 19th day of December, 1989, and;

WHEREAS, the aforesaid rights and responsibilities was conveyed to Henselstone Woods Property Owners' Association, Inc. on the 18th day of February, 2004 and recorded in the Clerk's Office of Warren County by Henselstone Woods Partnership, land record number LR040001477, and;

WHEREAS, the Henselstone Woods Property Owners' Association, Inc., a Virginia Corporation, desires to amend the aforesaid Declaration of Plat and Restrictive Covenants thereof;

NOW, THEREFORE, Henselstone Woods Property Owners' Association, Inc. sets forth the following amendments to the aforesaid Declaration of Plat and Restriction Covenants, which are covenants real running with the land, for the benefit of all of said property, the improvements thereon, and the future owners thereof, which shall be binding on the property owners' thereof, and upon any of their successors or assigns, and which shall be binding on all parties having or acquiring any right, title, or interest in the subject property or any part thereof, and which shall inure for the mutual benefit of each owner thereof:

1. Definitions:

- a. "Subject Property" shall mean the real estate described in the aforesaid Deed of Dedication and plat attached thereto.
- b. "Lot" shall mean and refer to any plot of land shown on the plat recorded with the Deed of Dedication of Hensel Stone Woods of record as aforesaid.
- c. "Owner" shall mean and refer to the record owner, or owner of an equitable interest, whether one or more persons or entities, of the fee simple title to any lot which is a part of this property, including contract sellers, but excluding those persons or entities having such interest merely as security for the performance of an obligation.
- d. "Structure" shall mean anything constructed or erected requiring a permanent location on the ground or the attachment to something having a permanent location on the ground.

2. Architectural Committee: Number and Term:

An Architectural Committee of Henselstone Woods shall be comprised of three (3) or more members. The Board of Directors shall appoint each member from a volunteer pool. Said members shall be selected after making application to the Board of Directors by December 1st of each year. If there are no applicants for the ARC, those members serving will constitute the ARC for the next calendar year.

(a) Review Powers: No building, fence, or other structure, including walls over three (3) feet in height, shall be erected upon any lot, nor shall any exterior addition to, or alteration thereof be made, until the plans and specifications shall have been submitted to and approved in writing by the Architectural Committee.

This excludes normal maintenance such as repairing or replacing doors, windows, shingles, shutters, gutters, post lights, storm doors, siding, driveway improvements, landscaping, etc.

(b) In the event said Architectural Committee, or its designated representative, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this provision will be deemed to have been fully complied with.

3. Land Use:

No portion of the subject property shall be used except for residential purposes other than the recreation areas reserved for the subdivision and for purposes incidental or accessory thereto. Home occupations shall adhere to all county and state codes and shall not become a nuisance or disturbance to the community.

4. Building Destruction:

If any building or structure, including fences, children's play structures, and carports are damaged, dilapidated by age, or destroyed, they shall be promptly repaired or rebuilt in a manner comparable to or better than the original construction. Owners have the option of completely removing damaged or destroyed accessory structures from their lot. The removal and rebuilding shall be performed in a timely manner. All material from the removal of such structures must be promptly removed from lot or stored in an enclosed garage or shed.

5. Easements:

(a). Utility Easements: Henselstone Property Owners' Association, Inc., its successors and assigns, shall have the right to reserve easements for the installation and maintenance of utilities, television cables, supply and transmission lines, and drainage facilities, and for the purposes of connecting such utilities, cables, lines and facilities to any common area structures.

(b). Plat Easements: All lots shall be subject to the easements shown on the plat of the subdivision.

6. Park and Common Area:

(a). The Park area shown on the plat of Henselstone Woods Subdivision is hereby perpetually dedicated to the Henselstone Woods Property Owners' Association. The Property Owners' Association, through its Board of Directors, shall have the duty and obligation to maintain and develop the Park and Recreation area, and any other common area for the benefit of homeowners, their successors, and the community.

(b). The Property Owners' Association shall assess an annual fee, part of which shall be used for maintenance, development, and other such needs, of the common grounds. Collection of said fees also shall be in accordance with the By-Laws of the Association and the laws of Virginia.

(c). The Property Owners Association's Board of Directors may assess fees for capital improvements, and maintenance thereof, for recreational uses, utilities or other common purposes, and may establish such fees and collect the same as set forth in the Bylaws and the laws of Virginia.

(d). Littering on any common area or street is prohibited and fines may be assessed.

7. Yards and Fences:

(a). No fence, wall, tree, hedge, or shrub shall be maintained in such a manner as to obstruct sight

lines for vehicular traffic, nor shall any fence be maintained of over a height of six (6) feet for side and rear property. No fence of over a height of four (4) feet shall be maintained along front property lines or anywhere in the front of the house. All fences shall be maintained in a vertical manner. Any dilapidated fence or fence section displaying leaning, bowing, missing or broken panels, etc shall be promptly repaired, replaced or the entire fence removed.

(b). Each lot shall be kept mowed and kept free from noxious and invasive weeds and debris at all times including any easements located on the owner's lot. Owners shall maintain their easements between periods of any state maintenance such as keeping easements free of trash, weeds, debris, and anything that may obstruct the flow of storm water run-off.

(c). Lawn mowers, ladders, tires, car repair equipment, trash can, trampolines (except for small trampolines no greater than three (3) feet in diameter), swing sets and the like, hammocks, tree and/or tire swings, large canopies (except during temporary events such as parties), swimming pools (except for small kiddie pools), and the like shall be limited to the back and sides of lots. Dog kennels, shelters and the like, shall be located in the back of the lot.

(d). Owners shall prune and/or remove any tree limbs, bush, or other vegetation that hangs over neighboring fences, yards, sidewalks, carports, and the like that encroaches on neighboring property if the encroaching vegetation has become a nuisance to neighboring owners.

(e). Yard lights shall be kept in good working order at all times.

(f). Owners shall not allow gravel from their driveway to wash onto the pavement and travel-way. Owners must remove any gravel from the road that has traveled from their driveway onto the pavement. Ruts created by vehicles parking in the shoulders must be repaired in a timely manner.

(g). No large bare dirt areas shall be maintained on front lawns. Gardens shall be delineated from the lawn.

8. Motor Vehicles:

(a) No motor vehicle without a current (1) license, (2) registration, and (3) State inspection shall be kept on any lot at any time, other than in a closed garage. Exclusions are: vehicles registered as antique.

(b) The following vehicles are prohibited from long-term or permanent parking in Henselstone Woods Subdivision: Any commercial vehicles (except for domestic size vans, cars, or trucks), tractor-trailer rigs, dump trucks, buses (including school buses), moving vans, boats with trailer greater than 12 feet in length, excavation equipment, horse trailers that carry more than one horse, enclosed trailers greater than 10 feet including hitch, unless stored inside a closed garage. Recreational vehicles, including boats, must be parked according to Warren County Code Section 180-10B.

(c) Trailers, utility trailers, and the like must be parked perpendicular to the road, and 10 feet from any

travel way and neighboring driveways and shall not be parked on lawns, or roadsides, and shall be stored parallel to the home, and limited to the side and back of the lot. Weeds and grass shall not be allowed to overgrow around, under or through such parked items.

(d) Permanent parking on the street is prohibited in Henselstone Woods Subdivision. Using the frontage of neighbors' homes for parking is prohibited unless prior permission has been given by said neighbors. Parking in such a location as to block or impede the entering and exiting of vehicles from neighboring driveways is prohibited.

(e) The Warren County Vehicle Noise Ordinance Section 172-11 will be enforced in Henselstone Woods. The Association may deem any vehicle a noise nuisance if: the Association receives complaints of noise and/or the vehicle's motor, muffler, and/or speaker/ amplifier volume is a nuisance to the community or neighbors.

(f) It is prohibited to permanently park vehicles on lawns.

(g) The use of ATVs on roads is prohibited. See Virginia State Code Title 46.2-915.1.

9. Nuisances:

(a) No noxious or offensive activity shall be conducted upon any portion of an Owner's property, nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood. No exterior lighting shall be directed outside the boundaries of a lot. All noise ordinances adopted by the County of Warren will be enforced. All litter laws adopted by the County of Warren will be enforced.

(b) Warren County Code 123-2 prohibits loud or disturbing noise. Virginia Code 18.2-416 prohibits violent or abusive language tending to create a disturbance of the peace, etc.

10. Signs:

No permanent sign of any kind shall be displayed to the public view on any lot. Exceptions are permanent signs designating the subdivision and park area. Temporary signs not more than four (4) square feet advertising properties for sale or rent, election signs, special events, etc are permitted.

11. Refuse Disposal

No construction materials (except during the construction phase) or debris, shall be placed or stored within twenty (20) feet of the property line of any lot. No discarded home renovation debris or items, trash, garbage, junk, discarded carpet, household items e.g. mattresses, appliances, furniture, or salvage and the like, shall be disposed of, or placed anywhere on the lot for more than five (5) days, and shall be placed in an area that is out of the public view. Plastic bags containing household refuse shall be secured in a closed container when placed outdoors. Lawn and leaf bags containing yard debris are exempt, but shall be placed out of the public view and removed from the lot within five (5) days. Tarps and the like serving no purpose and abandoned in yards shall be promptly removed. Owners who have trash pick-up services shall remove

empty trash containers from the road the same day. Trash cans shall be stored out of the public view.

12. Animals:

(a) No animals, livestock, or poultry of any kind shall be raised, bred, or kept in any lot, except that dogs, cats, or other small household pets may be kept for personal pets, provided that they are not raised, bred, become a nuisance to neighbors or the community, or kept for any commercial purpose.

(b) The number of dogs kept on any lot shall be limited to the maximum of four (4) dogs for residential areas as specified by Warren County Code, Chapter 180, Zoning. Owners shall not allow pet waste to collect to such a degree in their yards that the malodor is detectable by neighbors or becomes a health hazard to the neighborhood. Outside dogs shall be provided with shelter according to Virginia Law and any other applicable laws.

(c) The number of outside cats on any lot shall be limited to a maximum number of one (1) due to a cat's propensity to roam onto neighboring lots and create a nuisance due to spraying, urinating, defecating, and digging. The number of inside cats is not limited unless it has become clear that cat hoarding is a problem and the odor, noise, or bolting of cats becomes a nuisance to neighbors and/or the community. Un-neutered and un-spayed cats shall not be allowed to roam.

(d) Hensel Stone Woods adopts Warren County Code subsection 123-3: Specific acts as noise disturbances, H-Pets: allowing an animal to create howling, barking, whining, meowing, squawking or other such noises which are plainly audible across a property boundary or through partitions common to two residences within a building and that take place continuously or repeatedly during a period of at least 15 minutes in duration between 7:00 a.m. and 10:00 p.m. or during a period of at least 10 minutes in duration between 10:00 p.m. and 7:00 a.m.; is prohibited.

(e) The leash law of the Code of Warren County, Section 66-32, shall apply to this subdivision and may be enforced by the Property Owners Association and/or the Warren County Animal Control Officer.

(f) Owners, or visitors walking pets in any area of the subdivision other than on that owner's property, shall pick-up and remove the feces of their pets. Bags containing the feces of pets shall be disposed of properly.

13. Exterior:

In accordance with the 911 Emergency regulations, all homes must have house numbers clearly visible and readable from the road. All Lots shall be maintained in a neat and clean manner and shall include patios, carports, foundation perimeters, porches, and the like.

14. Rentals:

(a). Owners who rent their homes must advise the Association of intent to lease and provide tenants with copies of the Covenants, Rules, and Regulations adopted by the Association and the Board of

Directors.

(b). Owners must provide tenant's acknowledgement of and consent to abide by the Association Covenants, Rules, and Regulations by submitting the Tenant Receipt of Documents Form within ten (10) days of lease signing. Owners are responsible for contacting the Association to obtain documents.

(c). Hensel Stone Woods is a zoned Single Family Dwelling Subdivision. No owner may divide their home into separate living spaces, or apartments, and the like, and rent to more than one family or unrelated individuals at the same time.

(d). Short term rentals are prohibited in Hensel Stone Woods Subdivision and no rental home may be subject to rental periods of less than six (6) months. Owners may request a special dispensation for hardship or emergency situations.

15. Assignment and Enforcement by Henselstone:

(a) The Architectural Committee, and the Property Owners Association through its Board of Directors, shall have the right, upon ten (10) days written notice to the Owner of the property involved, setting forth the action intended to be taken, and if at the end of such time such action has not been taken by the Owner: to trim or prune, at the expense of the Owner, any hedge, tree, or other planting that, in the opinion of the Board or the Architectural Committee, by reason of its location upon the lot, or the height to which, or the manner in which it has been permitted to grow, is detrimental to the adjoining property or is unattractive in appearance or impinges upon the adjoining property thereof;

(b) Unmowed and Weed infested lot: The Architectural Committee, and the Property Owners Association through its Board of Directors, shall have the right, upon five (5) days written notice to the Owner of the property involved, setting forth the action intended to be taken: to mow and remove weeds from any lot in violation of Restriction #7 (b).

(c) After an attempt to contact the lot Owner: the Architectural Committee, and the Property Owners' Association through its Board of Directors, shall have the right to care for any vacant property, and to mow grass, remove weeds and rubbish therefrom and to do any and all things necessary or desirable in the opinion of a majority of the members of the Architectural Committee or the Board of Directors to keep such residential property in neat and good order; and

(d) All of the above shall be at the cost and expense of the lot Owner, such cost and expense to be paid to the Property Owners Association upon demand, and if not paid within ten (10) days thereof, then to become a lien upon the property affected. The Property Owners Association shall also have the right to file suit against the affected Owner, in a court of competent jurisdiction, to compel the Owner to take the necessary action on his own. The Property Owners Association shall have the right to enforce all of the above in accordance with the provisions of Va. Code Section 55-337, et. seq.

(e) Owners are responsible for ensuring that rental property is maintained in accordance with these restrictions and that rules are followed by all tenants and visitors. Owners of rental property shall provide their tenants with a copy of these covenants.

(f) The enumeration of the above enforcement rights vested in the Property Owners Association shall not limit the rights of its successors in interest, or any Owners of lots to prevent or stop violation or attempt violation of any of these restrictions by injunction or other lawful procedure, and to recover any damages resulting from such violation.

16. Notice:

Any notice provided for herein shall be in writing and addressed to the Owner in question at his last known mailing address.

17. Term:

These restrictions are covenants real, which shall run with the land and shall be binding upon all future lot Owners, and those claiming under them, for a period of three (3) years from the date of recordation of this Declaration of Covenants and Restrictions. Thereafter, these restrictions shall be automatically extended for successive periods of three (3) years, unless an instrument executed by the President of the Property Owners Association certifying that a majority of the then Owners in good standing of the lots (reflecting a vote of a majority of said Owners) have agreed, in writing or by proxy vote, to amend the restrictions in whole or in part, is recorded in the land records of Warren County, Virginia, setting forth the agreed amendments prior to the commencement of one of the succeeding three-year terms.

18. Severability:

The invalidation of any one of these covenants by judgment or court order, or in any other manner, shall in no way affect any of the other covenants and restrictions, which shall remain in full force and effect.

19. This Declaration of Plat and Restrictive Covenants for the Henselstone Woods Subdivision, as amended, shall supersede all prior Declarations of restrictive covenants.

End of Covenants

Duly voted upon and passed by the membership, Therefore, Henselstone Woods Property Owners' Association, Inc., set forth the DECLARATION OF PLAT AND RESTRICTIVE COVENANTS, as amended, of the Hensel Stone Woods Subdivision, located in WARREN COUNTY, State of Virginia, and which shall be binding upon the owners (real and/or equitable) of property located in the Hensel Stone Woods Subdivision or any part thereof, and which shall inure to the benefit of each owner thereof. These Covenants shall run with the land and shall supersede the original Declaration of Plat and Restrictive Covenants dated and filed in Warren County, Virginia on the 1st day of July, 1987, and on the 10th day of April, 1989, and on the 19th day of December, 1989, and on the 19th day of October, 2007.

Witness herein the following signatures and seals:

BY: C McGlothlin, Pres.

BY: Carol M. Brown, v-pres

BY: Roachy M. C. Cothran, Secretary

BY: Mike B.

INSTRUMENT #160001520
RECORDED IN THE CLERK'S OFFICE OF
WARREN COUNTY ON
APRIL 5, 2016 AT 10:00AM

State of **VIRGINIA**,
County of **WARREN**, to-wit:

DARYL L. FUNK, CLERK
RECORDED BY: SEA

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify the signatures whose names are signed to the foregoing Subdivision DECLARATION OF PLAT AND RESTRICTIVE COVENANTS as amended, has this day personally appeared and acknowledged the same before me in my State and County aforesaid.

Given under my hand this 4th day of April, 2016

My commission expires January 31, 2019

Registration # 136694

Margaret S. Rhodes
NOTARY PUBLIC

