

HERITAGE POINT ASSOCIATION, Inc.
COVENANTS, CONDITIONS, AND RESTRICTIONS
LANCASTER COUNTY, VIRGINIA
July 9, 2012

1. Each lot shall be used for residential purposes only, and only one (1) family residence with such outbuildings as are normally associated therewith may be erected thereon. ¹
2. All lots, except 1 through 28, may be further subdivided, but only into two (2) lots of approximately one (1) acre each. Notwithstanding paragraph 1 above, in the event of such subdivision, one (1) family residence may be erected on each of the resulting lots. ¹
3. No livestock other than household pets shall be kept on any lot. ¹
4. No dwelling house, buildings or dock shall be built on the property except in accordance with plans which have been approved as hereinafter set forth prior to beginning construction. Plans shall be submitted to Heritage Point Association, Inc. and shall be approved or disapproved within thirty (30) days. Failure to disapprove within thirty (30) days shall be tantamount to approval. If no legal action shall be commenced with respect to this covenant within thirty (30) days after completion of any residence or other building or structure, it shall be conclusively presumed that there has been full compliance with this provision. ¹
5. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. ¹
6. No fence or hedge shall be erected or maintained on the property of this subdivision which shall unreasonably restrict or block the view from an adjoining lot or which shall materially impair the continuity of the general landscaping plan of the subdivision. For this purpose, a hedge or fence should, if possible, be maintained at no greater height than four (4) feet. ¹
7. No structure shall be located nearer than thirty (30) feet to the front property line nor closer than ten (10) feet from any side or back lot line except upon approval of Heritage Point Association, Inc. which shall be given only in unusual circumstances where the contour of the particular lot will not allow building within the above limits. Along Route 354, no structure shall be located nearer than fifty (50) feet to the front property line. ¹
8. No dwelling of a temporary nature, trailer, basement, tent, shack, garage, barn or other outbuilding shall be occupied or stored on any residential lot either temporarily or permanently, except upon approval of Heritage Point Association, Inc. ¹
9. The minimum livable square footage of all dwelling houses or residences constructed or placed on any lot after January 1, 2000, shall be, (exclusive of garages, carports, breezeways, patios, porches or other similar enclosed or unenclosed areas) one thousand six hundred (1,600) square feet. It is expressly agreed that all dwelling houses or residences existing at the date of this agreement are excluded from the one thousand six hundred (1,600) square foot requirement. The original Paragraph 9 in Deed Book 152 at Page 698 is deleted from the Heritage Point Covenants, Conditions and Restrictions as of January 1, 2000. ²

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10. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or waste, nor shall the same be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. ¹

11. Heritage Point Association, Inc. retains the right or has the option to repurchase any property sold. Any owner contemplating a sale of property shall present to Heritage Point Association, Inc. a bona fine purchase agreement in writing executed by his prospective purchaser. Heritage Point Association, Inc. shall have the option for thirty (30) days to purchase said property for an equivalent price. ¹

12. If any lot becomes abandoned or unsightly, Heritage Point Association, Inc. shall have the right, after due notice to the property owner, to enter upon the lot and maintain the same and to make a charge to the lot owner for such services. ¹

13. Any dwelling on any lot must be completed on the exterior within six (6) months from the starting date, and no used materials can be used on the exterior without express consent from Heritage Point Association, Inc. in writing. ¹

14. No pier, boat landing, boathouse, jetty or bulkhead, fence or any other similar type of construction shall be started without consent of Heritage Point Association, Inc. ¹

15. The above restrictions shall apply to all numbered residential lots. ¹

16. No wells shall be placed or constructed on any of said lots, except by written approval of Heritage Point Association, Inc. ¹

17. These restrictions, covenants and conditions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1980, 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 the lots has been recorded agreeing to change said restrictions, covenants and conditions in whole or in part. ¹

18. Easements are reserved along and within ten (10) feet of the front, rear, and side lines of all original lots in the subdivision for the construction and perpetual maintenance of conduits, poles, wires, and fixtures for electric lights, telephones, and other public and quasi-public utilities and drainage. ¹

19. All of the lots in The Heritage Point Association, Inc. Subdivision, shown in Book 152 at Page 692 et seq of the land records in the Circuit Court of Lancaster County Virginia (hereinafter, "lot"), that are subject to these Covenants, Conditions and Restrictions (hereafter, "Declaration" or "covenants") shall be held, sold, and conveyed subject to the following restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of and which shall run with the real property subject to this Declaration and which shall be binding on all parties having any right, title, or interest in any lot or other real property in Heritage Point, their heirs, successors, successors-in-title, and assigns, and shall inure to the

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benefit of each owner thereof.³

20. Every person or entity who holds a legal or equitable interest in any lot in Heritage Point shall be a member of the Heritage Point Association, Inc. (hereinafter, "Association") and subject to this Declaration, except that any person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.³

21. The duties of managing, maintaining and controlling the common areas and roads, enforcing the Declaration and Bylaws, and any other such responsibilities, authority granted, and obligations as are set forth in this Declaration and applicable law are imposed upon the Association. The Association shall operate in accordance with the Declaration, the Articles of Incorporation, the Bylaws, the Property Owners Association Act, and the Virginia Nonstock Corporation Act. The imposed duty cannot be altered or eliminated by amending the Association By-Laws.³

22. Each owner of any lot, by acceptance of a deed to that lot, whether it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association both annual per-lot assessments and any special per-lot assessments in compliance with Article III of the Bylaws and §55-514 of the Virginia Property Owners' Association Act, Va. Code §§55-508, et seq., as amended (hereafter, "the Act"). Assessment amounts shall be established and levied by the Board in an amount that the Board, in its discretion, deems appropriate. The purpose of assessments is for the management, maintenance, operational responsibilities, and control of the common areas, including roads, and for the operation of the Association.

If any lot owner's assessment remains unpaid for a period of more than sixty (60) days from the due date, the Association may initiate collections action and the lot owner shall be responsible for: (a) a late fee of twenty-five dollars (\$25.00); (b) interest at the legal rate; and (c) any Board-approved attorney's fees and costs that might be incurred by the Association. The Board may place a lien on any lot that is delinquent in the payment of assessments for longer than six (6) months. Unpaid assessments, including any accrued late fees, interest charges, and Board-approved attorney's fees and legal costs will be liens on the lot after the Association gets judgments.³

¹ The original Heritage Point Covenants (Paragraphs 1 through 8 and 10 through 18) are recorded at the Lancaster County, Virginia Court House in Deed Book 152 on page 696 et seq.

² The change in Paragraph 9 is recorded at the Lancaster County, Virginia Court House in Deed Book 428, on page 7 et seq.

³ The change comprising paragraphs 19 through 22 is recorded at the Lancaster County, Virginia Court House as Instrument Number 120001407 (pages 1 - 278)