

SECOND AMENDED DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS AFFECTING LOTS IN EMERALD HILLS SUBDIVISION,  
SECTION 2

This Second Amended Declaration of Covenants, Conditions and Restrictions affecting lots in Emerald Hills Subdivision, Section 2 is made on this 5th day of June, 1992 by W. BOUTROS & COMPANY, a Virginia corporation, hereinafter also referred to as "Declarant":

W I T N E S S E T H :

WHEREAS, paragraph "NINETEEN" of the Amended Declaration of Covenants, Conditions and Restrictions affecting lots in Emerald Hills Subdivision, Section 2 dated August 19, 1991, recorded in the Clerk's Office of the Circuit Court of Augusta County, Virginia in Deed Book 1047, Page 514, provides as follows "This Declaration may be amended by an instrument signed by no less than 75% of the lot owners in Emerald Hills Subdivision, Section 2, and any such amendment must be properly recorded to be effective."; and

WHEREAS, W. Boutros & Company is the owner of more than 75% of the lots in Emerald Hills Subdivision, Section 2; and

WHEREAS, W. Boutros & Company desires to amend said declaration, in particular to revise paragraphs "SECOND" and "THIRD" and to this end executes this Second Amended Declaration of the Covenants, Conditions and Restrictions affecting lots in Emerald Hills Subdivision, Section 2;

NOW, THEREFORE, W. DOUTRO & COMPANY hereby declares that all lots designated and described on the plat entitled "Emerald Hills Subdivision, Section 2, Wayne District, Augusta County, Virginia," of record in the Clerk's Office of the Circuit Court of Augusta County in Plat Book 1, Pages 955, 956, 957, shall be subject to the following covenants, conditions and restrictions which shall be deemed to be running with the land:

FIRST: Each lot shall be used for single-family residential purposes and for no other purpose. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached dwelling not to exceed three stories in height and a private garage for not less than two (2) cars, and such other outbuildings as may be approved by the Architectural Review Committee.

SECOND: The ground floor area of any dwelling, exclusive of porches, garages and breezeways, shall not be less than sixteen (1600) square feet for a one-story dwelling, nor less than eight hundred (800) square feet for a dwelling of more than one story provided that the total living area of a dwelling of more than one story, exclusive of porches, garages and breezeways, shall be no less than 1600 square feet.

THIRD: No dwelling shall be permitted to be erected on any lot unless adequate provisions for off-street parking of at least two (2) vehicles be provided upon such lot.

FOURTH: No sign of any kind shall be displayed to the public view on any of said lots except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during construction. One sign not exceeding one-half (1/2) square foot displaying the name of the owner of the property shall be permitted on any of said lots.

FIFTH: No dwelling, building, or other structure having a flat roof shall be constructed upon any of said lots.

SIXTH: No building or other improvements shall be erected, placed or altered on any of said lots until construction plans and specifications and a plat showing the location of the structure have been submitted in writing and approved by the Architectural Review Committee as to external design and materials, harmony of external design with existing structures, and as to location on the lot. No fence, wall, or sign of any kind shall be erected, placed, or altered on any of said lots until similarly approved.

SEVENTH: The Architectural Review Committee hereinabove referred to is composed of three (3) persons designated by the Board of Directors of W. Boutros & Company, a Virginia corporation. A majority of the Committee may designate a representative to act for it. The Architectural Review Committee's approval or disapproval as required in these Covenants shall be in writing. In the event that the Committee or its designated representative fails to approve or disapprove

an application within thirty (30) days after construction plans and specifications have been submitted to it, then approval will not be required and this provision will be deemed to have been fully complied with. The applicant may appeal an adverse decision by the Architectural Review Committee to an arbitration panel consisting of three (3) persons, one (1) person selected by the Architectural Review Board, one (1) person selected by the applicant and one (1) person selected by those two persons, and this arbitration panel may reverse or modify such decision which decision shall be binding upon all parties involved.

**EIGHTH:** Trash, garbage, or other waste shall be kept in sanitary and closed containers, and all incinerators or other containers shall be appropriately screened from view from any street or road on which any of said lots front.

**NINTH:** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any of said lots, except dogs, cats or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose.

**TENTH:** No trailer, basement, tent, shack, barn, or other outbuildings erected on any of said lots shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted. No house trailer shall be permitted on any of said lots at any time. No recreational vehicle, or boat shall be permitted to be parked in front of the dwelling constructed on any lot. No larger commercial vehicles shall be permitted on any lot.

**ELEVENTH:** No lot may be further subdivided for the purpose of building an additional residence thereon, nor shall only a portion of any lot be sold and conveyed by the owner thereof without the prior written approval of the Architectural Review Committee.

**TWELFTH:** No lot or portion of any lot shall be used as an access way or right-of-way for ingress or egress to any other lot, piece or parcel of land, without the prior written consent of the Architectural Review Committee.

**THIRTEENTH:** Easements for drainage and for the installation, repair, replacement and maintenance of underground water and sewer pipes and mains, and for overhead or underground electric power and telephone lines, are reserved to W. Boutros & Company, over, through and across the strips of land designated as drainage and utility easements on the aforesaid plat of Emerald Hills Subdivision, Section 2. Such easements are expressly reserved to the use of W. Boutros & Company, and no third party shall be or become entitled to the use thereof, nor shall any other party, except the lot owner, have any vested interest in or to the use of such easements except W. Boutros & Company, or such utility company as may be granted specific rights over, through or across such easements. Except as such rights are granted to a utility company by a recorded easement or right-of-way, a release by W. Boutros & Company to any individual lot owner of any easements so reserved shall operate as a complete release to such lot owner and no other party shall be entitled to exert any claim or right to the use thereof.

**FOURTEENTH:** The exterior of any dwelling or building being constructed on any of said lots, and the surfacing of any driveway on said lot, shall be completed within twelve (12) months from the commencement of construction.

**FIFTEENTH:** Any water drainage or water detention system traversing or abutting any lot or lots of said subdivision shall be maintained by the owner or owners of such lots.

**SIXTEENTH:** No noxious or offensive use or activity shall be carried on upon any lot, nor shall any practice be engaged in by the owners of the lots, their tenants, agents, guests or assigns, that shall become an annoyance or nuisance to the neighborhood.

**SEVENTEENTH:** No portion of the foundation of any building shall be showing above ground.

**EIGHTEENTH:** Enforcement shall be by proceedings at law or in equity against any person violating or attempting to violate any covenants or restrictions set forth herein, either to restrain violation or to recover damages. Invalidation of any of these restrictions by judgment or court order shall in no way affect any of the other restrictions which shall remain in full force and effect.

**NINETEENTH:** This Second Amended Declaration may be amended by an instrument signed by no less than 75% of the lot owners in Emerald Hills Subdivision, Section 2, and any such amendment must be properly recorded to be effective.

IN WITNESS WHEREOF, W. Boutros & Company has caused this Second Amended Declaration to be executed in its corporate name by its duly authorized officer.

W. BOUTROS & COMPANY

By:

Wafley R. Boutros, President  
Wafley R. Boutros, President

STATE OF VIRGINIA, AT LARGE:

CITY OF STAUNTON, to-wit: .

The foregoing instrument was acknowledged before me this 8th day of June, 1992, by WAFLEY R. BOUTROS, PRESIDENT OF W. BOUTROS & COMPANY, a Virginia corporation.

My Commission Expires: September 30, 1994

Frank L. Summers, Jr.  
Notary Public