

Proposed Restrictive Covenants for Elon Forest

1. Residential Use - All lots shall be used for residential purposes with only one single-family dwelling permitted per lot.
2. Architectural Review Committee – Countryside Land Company, LC (Developer) hereby appoints Leah R. Thomas, Eric M. Shipplett and Andrew C. Bagby all of whom have a business address of 28 Imperial Drive, Staunton, VA 24401, to serve as the Architectural Review Committee (hereinafter ARC) for Elon Forest. Each member of the ARC shall serve at the will of the Developer so long as the Developer is in business. Developer shall have the sole right to remove members and/or appoint replacements. In the event the Developer shall cease to exist and shall have failed to assign this right, the individual members of the committee shall have the right to appoint replacements. In the event that the Committee shall cease to exist, any lot owner may call a meeting of all lot owners in Elon Forest by mailing a notice of meeting to all owners of record and all last known members of the ARC. A majority of lot owners may elect a replacement committee. All assignments, appointments, and/or any change in address for the committee shall be recorded in the Clerk's Office for the Circuit Court of the County of Amherst, Virginia.
3. Plan Approval - Plans for all dwellings, outbuildings, fences, and any other improvements shall be submitted to the Architectural Review Committee (ARC) prior to start of any construction. The submission shall show all exterior elevations, all exterior material specifications, and all exterior color selections and/or samples, along with a site plan showing the location of all proposed improvements. The ARC shall: approve the plans as submitted; approve the plans subject to specific alterations; or disapprove the plans with or without recommendations for changes that may cause, but not assure, approval of a re-submittal. The ARC shall endeavor to act within fifteen (15) days, but failure to act shall not constitute approval. The ARC may consider any aesthetic criteria in the approval of the plans. However, the following restrictions are mandatory and may not be waived by the ARC, the Developer, any successor of the Developer, or any other owners unless these covenants are modified as hereinafter set forth:
 - (a) All primary dwellings shall have not less than 1,200 sq. ft. of finished floor space for a one-story home or 1,500 square feet for a home of more than one story. Finished floor space shall exclude garages, finished or unfinished basement, and enclosed or unenclosed porches.
 - (b) No mobile home, doublewide, modular home, or other dwelling constructed off-site shall be placed on any lot at any time, except for a modular home approved in advance by the ARC
 - (c) In the event that the exposed foundation exceeds eight (8) inches between the finished grade and the bottom of the siding, the ARC may require brick, stone or other facing material to be applied.
4. Prohibitions – The following activities at Elon Forest are prohibited or limited as set forth:
 - (a) Except for boundary line adjustments, no further subdivision of any lot shall be made without approval from the ARC.
 - (b) No obnoxious or offensive activity, including the making of excessive noise, shall be carried on within the subdivision, nor shall anything be done which constitutes a nuisance to the other property owners.
 - (c) No signs (with the exception of FOR SALE signs measuring five square feet or less in area) shall be erected on any lot without approval by the ARC.
 - (d) The storage of building materials (except during construction for not more than 120 days), unlicensed or inoperable vehicles, farm equipment, or other personal property, shall be out of view from any street in Elon Forest.
 - (e) Commercial road tractors and/or tractor-trailers shall not be parked on any lot.
 - (f) Each property owner shall keep his property free from trash and rubbish and shall mow all non-wooded areas at least twice each year.
 - (g) The keeping of swine, poultry, or any intensive agricultural use including feedlots is strictly prohibited. Household pets are to be confined to the lot owner's property, and there shall be no commercial breeding of pets.
 - (h) Hunting and/or discharging of firearms in Elon Forest is prohibited.
 - (i) No wetlands, streams, or similar areas may be modified by any owner unless the owner secures all necessary approvals and required permits from any and all governmental agencies having jurisdiction over same.
5. Future Sections - The Developer may, but shall be under no obligation to, impose these or similar restrictions on any other section or phase of Elon Forest.
6. Binding Effect/Modification - The restrictions set forth herein shall be covenants running with the land and shall be binding and effective upon the land in the subdivision for a period of twenty-five (25) years from the date of recordation. These restrictions may be extended, modified, or extinguished by an instrument recorded in the Clerk's Office for the Circuit Court of the County of Amherst, Virginia, signed by the Developer (so long as the Developer owns any lot or holds a security interest in any lot) and the owners of seventy-five percent (75%) of the lots in this subdivision.
7. Invalidation - Invalidation of any restriction set forth herein, or any part thereof, by judgment, court order, or otherwise shall not affect any other provision hereof, all of which shall remain in full force and effect.
8. Enforcement – In the event of any violation or breach of any of the restrictions contained herein, the Developer (so long as the Developer owns any lot or holds a security interest in any lot) or any other lot owner (the Developer or any three (3) lot owners in the case of 4(b) due to its subjective nature) shall have the right to enforce these restrictions. Before any enforcement litigation may be instituted, ten (10) days' written notice of the violation(s) shall be given to the property owner so as to afford such owner the opportunity to correct such violation. The failure to enforce any restriction, however long continued, shall not be deemed a waiver of any right to do so thereafter. Should the Developer or any other owner commence litigation to enforce these restrictions and prevail in such action, then the owner against whom the action was brought shall be responsible for all the costs of the action, including reasonable attorney fees.



Proudly offered by
 Countryside Land Company, LC

Ask about our Owner Financing Options	
Area Information:	
Tax Rate:	52¢ per \$100 of assessed value
Schools:	Amherst County High Monelison Middle Elon Elementary
Electric:	AEP Appalachian Power
Phone:	Verizon
Water:	Amherst County Service Authority



Section Two-A • Willow Creek

WILLOW CREEK at

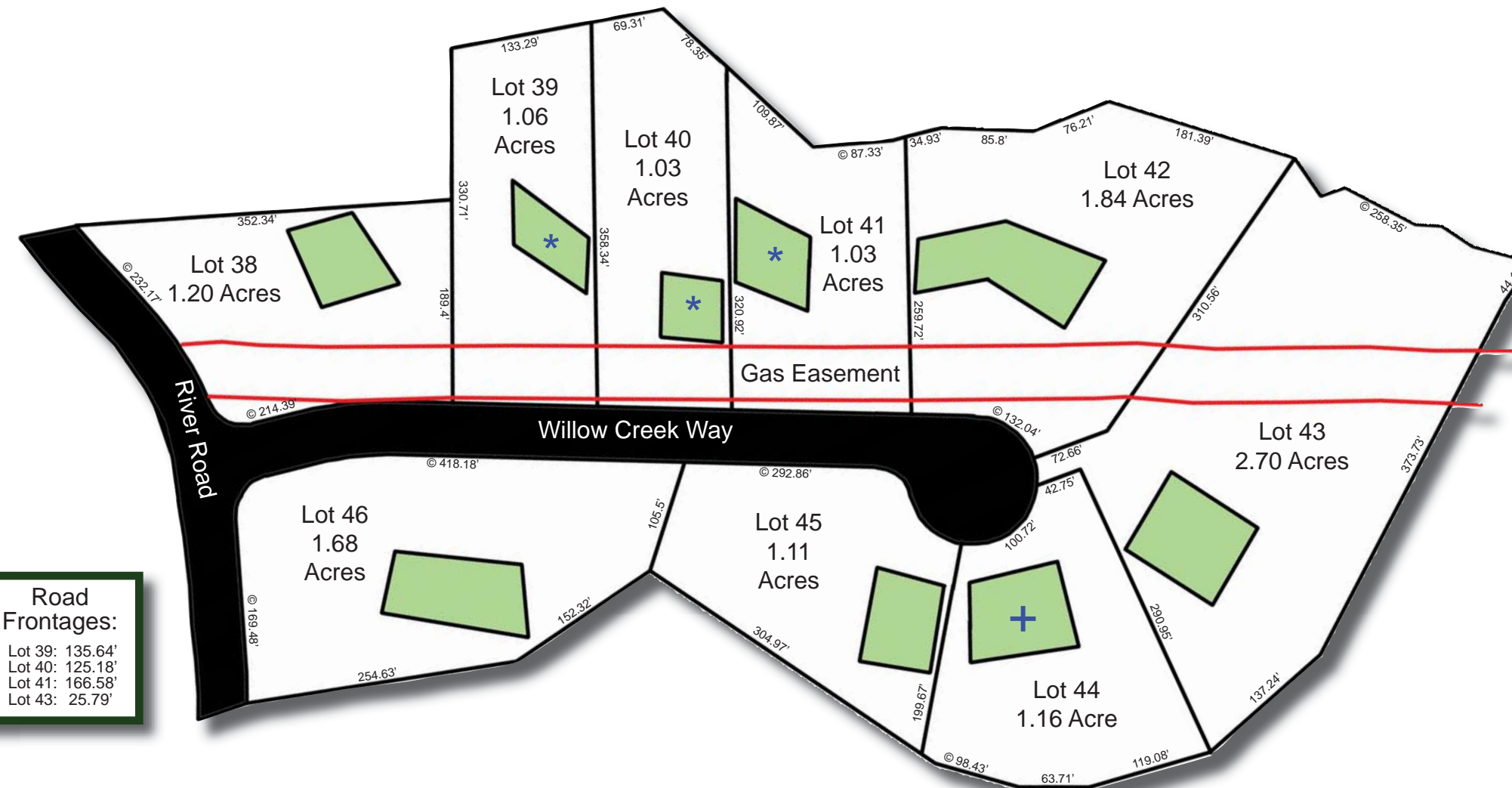
ELON FOREST



28 Imperial Drive
Staunton, VA 24401
(540) 886-6155

Countryside Land Company, LC

Milt Hallmark
Sales Representative
(434) 444-5088



Road Frontages:	
Lot 39:	135.64'
Lot 40:	125.18'
Lot 41:	166.58'
Lot 43:	25.79'

**This 9-lot section
(12.81 acres) is
available for
\$149,900.**

**You build the
road and keep
your lot cost down!**

**Get the added
benefit of being
the only builder
in Section 2A!**

Please Note: + Denotes conventional drainfield with pump.
* Denotes alternative septic system with pump.
Lot line preceded by © are combined dimensions.
All information contained in this brochure is deemed reliable
but not guaranteed. Brochure revised May 14, 2010.