

**RESTRICTIVE COVENANTS FOR "NEW RIVER PANORAMA ACRES II,
L.L.C."**

A Development located in Pulaski County, Virginia

The following restrictions and covenants shall apply to the property known as "NEW RIVER PANORAMA ACRES II, L.L.C.", for the hereinafter specified period of time.

1. All lots in the tract, except those otherwise designated on the survey plat, or hereinafter stated, shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling, not to exceed two stories in height, exclusive of basement; however, a suitable utility building and picnic shelter shall be permitted but must be at least 50' behind house.
2. All residential buildings shall have at least 1200 square feet of floor space on main floor unless otherwise specified, exclusive of porches, patios, basements and garages. Plans must be submitted to the developers for consultation, coordination and approval prior to the beginning of construction. These plans will include site planning and/or development of landscaping.
3. The right of access for the installation of utility services and their maintenance shall be reserved-telephone, power, waterlines, sewers and repair of easement of roadways.

4. No structure of temporary character, trailer, mobile home, basement (unless basement is a part of the house erected at the same time), tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporary or permanently, unless expressly agreed to in writing by seller, with this exception: On any lot where a house is under construction, a camper will be permitted for no more than one year.
5. All building materials used in the construction of any structure shall be of quality grade. No block to show above ground, foundation block must be stuccoed, no block houses permitted.
6. No outside toilets or privy shall be constructed or used on any lot, except a port-o-john while house is under construction.
7. No lot shall be used or maintained as a dumping ground for rubbish.
8. No obnoxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
9. If any lot owner or his family causes public disturbance or public drunkenness, then he and his family or anyone he sells to shall automatically lose their right to use the recreation facilities and recreation area, and to be restored of said right the said person or persons involved must go before the board consisting of 75% of the landowners, and only upon a vote of 75% of this board shall said person or persons' privileges be restored. Any landowner and his

family who have lost their right to use the recreation facilities, if he or they should sell the property to another, the new owners must be approved by the said 75% of the board.

10. The owner of any lot shall have the right to use the recreation facilities and privileges available for "NEW RIVER PANORAMA ACRES" landowners, with the right to swim, bathe, fish or enjoy the same upon property so provided, which said land covered by the recreation easement shall be immune from any trespass notices erected by any of the landowners in this development.
11. Motor bikes shall be permitted only on designated trails or as a means of entrance and exit to a designated lot. There will be a hiking/biking path along Lots 1, 2 and 28 from Trail Hollow Road to New River State Park Trail.
12. No livestock and no dog kennels will be permitted.
13. The collection or accumulation of trash, garbage, rubbish or weeds must be immediately removed from the premises and all property shall be kept in an orderly, sanitary condition at all times.
14. No lot or group of lots may be re-subdivided to produce a greater number of lots.
15. Property owners shall agree to seek the betterment of the scenic values of the development, including cooperation in the removal and/or trimming of trees and growth pertinent to the views of adjoining property owners.

16. The invalidation of any of the covenants or any part thereof by judgment or court order shall in no way affect any of the other provisions, which shall remaining full force and effect.
17. The subject lot owner shall be subject to an annual charge of \$200.00 for the maintenance of roads and recreational facilities. This charge shall be payable on the first day of January of each year hereafter to the Homeowners Association. It is expressly agreed that said charge shall constitute a lien on subject lot or lots and the owner of said lot or lots from the time of acquiring title thereto, shall be held to have covenanted and agreed to pay to the said Homeowners Association all charges provided for in this paragraph to maintain recreation facilities, which said fees stated in this paragraph 17 shall be subject to future revision by an established Homeowners' Association. It is further covenanted that pertaining to the roads and trails: Adjoining landowners must keep grass and weeds mowed all the way to the pavement. The Developers are to keep up the trails and roadway along unsold property, until a least 60% of the land has been sold to warrant the Homeowners' Association to take over maintenance completely.
18. The developers reserve the right to refuse to sell to anyone of ill reputation.
19. The recreation facilities shall be limited to the lot owners and their immediate families unless specific permission of the developers is

WITNESS the following signatures and seals:

By: J.C. Hendrix
J.C. Hendrix, Developer and Member

By: Eugene R. Smythers
Eugene R. Smythers, Developer and Member

By: Darius O. Smythers
Darius O. Smythers, Developer and Member

COMMONWEALTH OF VIRGINIA,
COUNTY OF PULASKI, to-wit:

The foregoing instrument was duly signed and acknowledged before me this 10th day of March, 2005, by J.C. Hendrix, Eugene R. Smythers, and Darius O. Smythers, in their official capacity as the developers of New River Panorama Acres II, L.L.C., and as the members of New River Panorama Acres II, L.L.C.

Diane R. B. W.
Notary Public

My Commission Expires: 11-30-06

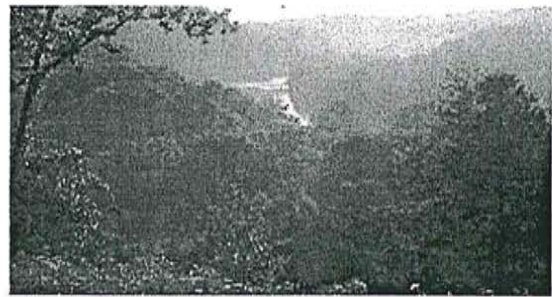
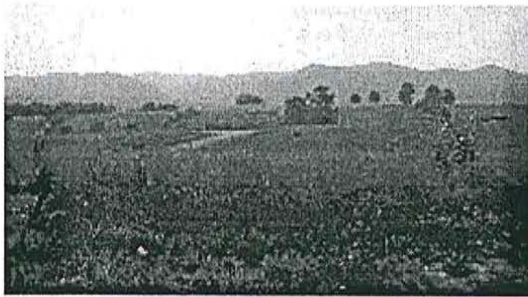
given. A landowner's guest must be with said landowner when using recreation area and facilities or if said guest is visiting without landowner, said landowner must notify Homeowners' Association.

20. All lots in all sections of "NEW RIVER PANORAMA ACRES" and NEW RIVER PANORAMA ACRES II, LLC, shall share the recreation area on Island "A" 3.517 acre tract, and on 0.775 acre tract and on 0.446 acre tract between the New River State Park Trail and the New River. This acreage will be maintained by the Homeowners' Association.

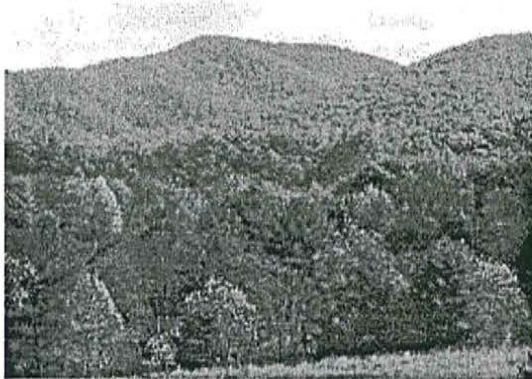
21. These covenants and restrictions shall be binding upon all owners of said lots herein, their heirs and assigns.

22. These restrictive covenants are to run with the land and shall be binding upon all parties and persons claiming under them until at which time said restrictions shall be automatically extended for successive periods of 10 years each, unless by the written consent of the owners of more than 75% of the lots covered by these restrictions, it is agreed to change said restrictions in whole or part.

23. However, in the event any of the aforesaid restrictions would for any cause arising hereafter prove an undue hardship for landowner in the opinion of the developers or their heirs, then they or their heirs shall have the right to relieve any part of the aforesaid property from the burden created by said undue hardship by written permission, if the burden wouldn't effect other landowners.



There are fantastic views from this subdivision!



New River Panorama Acres II

For more info call 540-980-8864 or email info@panoramaacres.com

-  = indicates a lot UNDER CONTRACT
 -  = Indicates a SOLD lot
 -  = Indicates a lot available for RESALE by Richardson General Contractors Will build to suit, now or later.
- For more information on these resale lots please contact
 Richardson General Contractors
www.richardsongeneralcontractors.com
rgctom@earthlink.net
 (800) 239-6786

