

ELECTRONIC VERSION

AMENDED DECLARATION OF
PROTECTIVE COVENANTS AND RESTRICTIONS
OF SKY BRYCE ASSOCIATION, INC.

APPROVED: DECEMBER 17, 2001

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**AMENDED DECLARATION OF
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OF SKY BRYCE ASSOCIATION, INC.**

-Table of Contents -

Article 1. NAME, PRINCIPAL OFFICE, AND DEFINITIONS 4

 1.1. Name 4

 1.2. Principal Office 4

 1.3. Definitions 4

Article 2. MEMBERSHIP 4

Article 3. VOTING RIGHTS 4

Article 4. PROPERTY RIGHTS 5

 4.1. Member’s Easement of Enjoyment 5

 4.2. Delegation of Use 5

Article 5. COVENANT FOR MAINTENANCE ASSESSMENTS 5

 5.1. Purpose of Assessments 5

 5.2. Creation of the Lien and Personal Obligation 5

 for Assessments

 5.3. Rate of Assessment 6

 5.4. Due Date of Annual Assessments 6

 5.5. Annual Assessments 6

 5.6. Special Assessments 6

 5.7. Specific Assessments 6

 5.8. Remedies of the Association in the Event of 7

 Default

 5.9. Subordination of the Lien to Mortgagees 7

 5.10. Exempt Property 7

Article 6. RESTRICTIVE COVENANTS 7

 6.1. Association Approval for Additions or Modifications 7

 6.2. Excavations 8

 6.3. Single Family Residential Dwellings 8

ELECTRONIC VERSION

6.4.	Building Locations within Lot Boundaries	8
6.5.	Location of Structures	8
6.6.	Maximum Dwelling Size	8
6.7.	Minimum Dwelling Size	8
6.8.	Minimum Living Space	8
6.9.	One Year Construction Limit	8
6.10.	Subdivision	9
6.11.	Tree and Brush Removal	9
6.12.	Waste Removal after Construction	9
6.13.	Burning	9
6.14.	Compliance with Laws	9
6.15.	Home Occupations	9
6.16.	Illumination	9
6.17.	Laundry	10
6.18.	Maintenance	10
6.19.	Nuisances	10
6.20.	Parking	10
6.21.	Pets and Animals	10
6.22.	Signs	11
6.23.	Temporary Residences or Structures	11
6.24.	Trash	11
6.25.	Vehicles	11
6.26.	Vehicle Maintenance	11
6.27.	State Road Maintenance	11
Article 7.	ARCHITECTURAL REVIEW COMMITTEE	11
Article 8.	EASEMENTS	12
Article 9.	POWERS AND DUTIES OF THE ASSOCIATION	12
9.1.	Discretionary Powers and Duties	12
9.2.	Mandatory Powers and Duties	13
Article 10.	GENERAL PROVISIONS	14
10.1.	Enforcement	14
10.2.	Severability	14
10.3.	Captions and Gender	14
10.4.	Amendment	14

Revised 8/1/00

ELECTRONIC VERSION
AMENDED DECLARATION
OF PROTECTIVE COVENANTS AND RESTRICTIONS OF
SKY BRYCE ASSOCIATION, INC.

THIS AMENDED DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS is made this 17th day of December 2001, by **SKY BRYCE ASSOCIATION, INC.**, a Virginia nonstock corporation, hereinafter referred to as the "Association."

WHEREAS, by Declaration of Protective Covenants and Restrictions dated May 18, 1969, applicable to Sections I through XII of Sky Bryce Association, Inc. (formerly designated as Bryce's Mountain Resort, Inc.), and by Declaration of Protective Covenants and Restrictions dated September 9, 1971, applicable to Section X of the Association, recorded in the Circuit Court of Shenandoah County, Virginia, in Deed Book 262, at Page 275, and Deed Book 289, at Page 542, respectively, as amended, Bryce's Mountain Resort, Inc., reserved to itself certain rights and powers pertaining to Lots located in Sky Bryce Association, Inc. (formerly Bryce Mountain Resort Subdivision);

WHEREAS, Sky Bryce Association, Inc. is a property owners association composed of all Lot Owners at Sky Bryce Subdivision and is operated by and for the benefit of all Lot Owners at Sky Bryce Subdivision;

WHEREAS, Bryce's Mountain Resort, Inc., assigned to the Association certain provisions, rights and powers reserved to Bryce's Mountain Resort, Inc., in the Declarations of Protective Covenants and Restrictions applicable to Sections I through XII and Section X, to the Sky Bryce Association, Inc. by an Assignment of Covenants dated January 27, 1978, recorded in Deed Book 378, at Page 330, and Bryce's Mountain Resort, Inc., and Bryce Sales, Inc., released certain covenants by a Release of Covenants dated March 16, 1978, recorded in Deed Book 379, at Page 768;

WHEREAS, Bryce's Mountain Resort, Inc. assigned the remaining provisions of the Declarations of Protective Covenants and

Restrictions in their entirety to the Sky Bryce Association, Inc. for control and enforcement thereof by an Assignment of Covenants dated October 31, 1994, recorded in Deed Book 721, at Page 162;

WHEREAS, under Article 31, of both Declarations of Protective Covenants and Restrictions (hereinafter collectively referred to as the "Original Declaration"), the Original Declaration may be amended by the agreement of a majority of the Lot Owners;

WHEREAS, pursuant to Section 55-515.1 F. of the Virginia Property Owners' Association Act, the agreement of the required majority of lot owners to any amendment of the declaration shall be evidenced by their execution of the amendment, or ratifications thereof, and the same shall become effective when a copy of the amendment is recorded together with a certification, signed by the principal officer of the association that the requisite majority of the lot owners signed the amendment or ratifications thereof;

WHEREAS, Lot Owners representing at least a majority of the Lot Owners in the Association have signed an instrument or ratification agreeing to amend the Original Declaration by this Amendment to the Declaration of the Sky Bryce Association, Inc. as evidenced by the certificate attached hereto, and it is their intent that this Amended Declaration of Protective Covenants and Restrictions ("Declaration"), shall in every respect replace and supersede the Original Declaration. All plats are hereby incorporated herein by reference.

NOW, THEREFORE, the Association, for and in consideration of the premises and covenants contained herein, and the purposes set forth in Article 5, Section 5.1 herein, does hereby declare the real property described in the Original Declaration (the "Property") to be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (the "Covenants") hereinafter set forth, which are for the purpose of protecting the value and desirability

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ELECTRONIC VERSION

of, and shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their successors and assigns, shall inure to the benefit of each Owner thereof, and shall in every respect replace and supersede the Original Declaration, as amended, and further subjects this Property to the Virginia Property Owners' Association Act, as amended from time to time, except as otherwise provided herein.

Article 1. NAME, PRINCIPAL OFFICE, AND DEFINITIONS.

1.1. **Name.** The name of the Association is Sky Bryce Association, Inc. (hereinafter referred to as the "Association"), an incorporated association comprised of Owners of Lots in the Sky Bryce Subdivision.

1.2. **Principal Office.** The principal office of the Association shall be located in Shenandoah County, Virginia. The Association may have such other offices within the Commonwealth of Virginia as the Board of Directors (hereinafter referred to as the "Board") may determine or as the affairs of the Association may require.

1.3. **Definitions.** The words used in this document shall have meaning as set forth below, unless the context or documents provide otherwise:

(a) **"Board"** shall refer to the Board of Directors of the Association as further defined in the Bylaws. The affairs of the Association shall be governed by the Board and the Board shall act on behalf of the Association whenever there is a reference to the Association, except to the extent voting on action is specifically reserved herein to the Members.

(b) **"Declaration"** shall mean and refer to this Amended Declaration of Protective Covenants and Restrictions ("Declaration") applicable to the Properties which were subjected to the Original Declaration as recorded in the Land Records of Shenandoah County, Virginia.

(c) **"Lot"** shall mean and refer to any plot of land shown and identified upon any recorded

subdivision map of the Properties, with the exception of areas dedicated as public streets or used as roads.

(d) **"Majority"** shall mean more than fifty percent (50%) of the votes of the Owners present in person or by proxy or represented by ballot, consent or ratification, of the mortgagees or of such other group as the context may indicate.

(e) **"Member"** shall mean and refer to every person or entity who is a record or legal Owner of any Lot within the Properties.

(f) **"Mortgagee"** shall mean and refer to any person or entity secured by a recorded first mortgage or first deed of trust on any Lot.

(g) **"Owner"** or **"Record Owner"** shall mean and refer to the owner, as evidenced and recorded among the County Land and Court Records, whether one or more persons or entities, of the fee simple title to any Lot within the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

(h) **"Quorum"** is the number of votes of the members required to transact business. The Owners of Lots to which ten percent (10%) of the eligible votes belong shall constitute a quorum, as more fully defined in the Bylaws.

Article 2. MEMBERSHIP. The Association shall have one (1) class of membership which shall consist of every person or entity who is an Owner of any residential Lot which is subject to these Covenants. Membership shall be appurtenant to and shall not be separated from ownership of any Lot. Ownership of such Lot shall be the sole qualification for membership. Upon evidence being presented to the Board of ownership of a Lot located within the Property, the Lot Owner automatically shall be admitted to membership.

Article 3. VOTING RIGHTS. Each Member of the Association shall be entitled to:

(a) One vote for each numbered and recorded residential Lot, and

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ELECTRONIC VERSION

(b) One vote for an approved residence, improved and occupied, or available for occupancy on such Lots.

When more than one person owns a Lot and there is a disagreement as to how the vote is to be cast, such vote shall not be counted, except for quorum purposes. Unless a specific percentage is required elsewhere in the Declaration or Bylaws, all decisions shall be by a Majority vote of those present or voting by proxy, ballot or ratification. Cumulative voting shall not be permitted.

Article 4. PROPERTY RIGHTS.

4.1. Member's Easements of Enjoyment.

Every Member shall have a right and easement of enjoyment in and to the roads and facilities and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

- (a) The right of the Board to charge reasonable fees for services to the Lots.
- (b) The right of the Board to adopt and enforce rules and regulations regarding the use of the roads and Lots, including the imposition of rules violation charges or other penalties for the violation thereof.
- (c) The right of the Board to suspend the voting rights and rights of a Member to use of any services or facilities other than roads for any period during which any assessment against his Lot remain unpaid, and for any infraction of its published rules and regulations after notice and hearing.
- (d) The right of the Association, in accordance with the Articles of Incorporation and Bylaws, and with the assent of more than two-thirds (2/3) of the Members who are voting in person or by proxy, at a meeting duly called for this purpose to borrow money for the purpose of improving the roads and facilities and to mortgage any property owned by the Association; provided that any such mortgage must state that it is subject to this Declaration and the easement of enjoyment created hereby.

(e) The right of the Board to grant easements for the construction, reconstruction, installation, use, repair, and/or necessary maintenance of utility lines, electrical and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment over, upon, across, through and under any portion of the roads and facilities.

(f) The right of the Board to act on behalf of the Association in all governmental proceedings for the acquisition of private property for public use by condemnation or through eminent domain

4.2. Delegation of Use. Any Member may delegate his right of enjoyment to the roads and facilities to members of his family, tenants, or contract purchasers who reside on the Member's Lot.

Article 5. COVENANT FOR ASSESSMENTS.

5.1. Purpose of Assessments. The assessments levied by the Board on behalf of the Association shall be used for the purpose of promoting the health, safety, and welfare of the residents, for the maintenance of the roads and facilities, making improvements, payment of taxes, establishment of reserves, payment of expenses to which the Association is obligated by law, contract or otherwise, operation of the Association, maintenance of patrol, trash removal, administrative and other services and facilities for the Members, and expenses related to the use and enjoyment of the roads and Lots situated upon the Property. The assessments may also be used for the care of Lots and improvements thereon when deemed necessary by the Board for compliance with covenants or rules, provided that the cost is assessed back to the Owner as provided in Section 5.7.

5.2. Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (a) annual general assessments or charges; (b) special assessments for major capital improvements, unexpected expenses or other specified items, and (c) specific assessments as hereinafter provided; such assessments to be fixed,

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ELECTRONIC VERSION

established, and collected from time to time as hereinafter provided.

These assessments, together with late fees, interest, attorneys' fees and collection costs, as hereinafter provided, shall be a charge on the land and a continuing lien upon the Lot against which each assessment is made and the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due.

The Association shall upon demand and within at least ten (10) business days after notice, or within such other time period as may be required by law, furnish a certificate in writing signed by an Officer setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

5.3. Rate of Assessment. The annual assessment for all Lots shall consist of each Lot's equal share of the budgeted amount for all general Association operational costs, employees, insurance, taxes, road maintenance, improvements and other amounts applicable to or benefitting all Lots, roads and facilities. The annual assessment for all improved Lots also shall include each improved Lot's equal share of services benefitting the improved Lots, such as, without limitation, regular trash removal. An improved Lot assessment shall commence to be charged when the roof of a proposed residence is in place. Special assessments shall be charged at a uniform rate for unimproved and improved Lots as provided above.

The Association's Board of Directors shall have an annual limit on its ability to increase assessments to the greater of (a) five percent (5%) or (b) three percent (3%) plus the increase, if any, during the last twelve (12) month period for which figures are available at the date when the Board of Directors of the Association adopts its budget, in the U.S. Department of Labor Consumer Price Index (All Items Index) for the Washington, D.C. standard metropolitan area. This annual assessment percentage increase is cumulative, and the Association's Board of Directors may determine not

to increase the assessment to the maximum amount in any given fiscal year, without prejudice to its ability in subsequent years to apply the accumulation and to increase the assessment as if it automatically had increased the assessment annually to the fullest extent.

5.4. Due Date of Annual Assessments.

The Board shall fix the amount of the annual assessment against each Lot and send written notice of the annual assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period. In the event the assessment is not fixed thirty (30) days in advance of each annual assessment, the assessment shall continue at the same rate as the current fiscal year until such time as the Board provides at least thirty (30) days notice of a different amount to the Members. The due dates shall be set by the Board. Both annual and special assessments may be collected annually, quarterly or monthly, or on such other basis and due dates as may be determined by the Board by resolution and with notice to the Members in advance of the due date. Unless otherwise determined, annual assessments shall be paid in full on the first day of July of each year.

5.5. Annual Assessments. The Board of Directors of the Association shall have the power and duty to fix the amount of the annual assessment and shall send notice to the Members at least thirty (30) days before the beginning of the fiscal year.

5.6. Special Assessments. In addition to the annual assessment authorized above, the Board may levy a special assessment for improvement or addition to any structure, road or facility or for operating expenses, provided that, if the special assessment is for improvements or additions or for operating expenses amounting to more than ten percent (10%) of the total current annual assessment, the Members must approve the special assessment by a Majority vote with a quorum of the Members represented. Written notice of any such meeting or vote shall be sent to all Members not less than twenty five (25) nor more than sixty (60) days in advance of the meeting or vote setting forth the purpose and amount of the assessment.

5.7. Specific Assessments. In the event

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ELECTRONIC VERSION

that a need for maintenance or repair is caused through the willful or negligent act or omission, neglect, failure or rules violation of an Owner, his family, tenants, guests, or invitees, the cost of such maintenance, repair or correction shall be added to and become a part of the assessment to which such Lot is subject. Each Owner shall permit the Association's agents and employees to enter upon the Owner's Lot at reasonable times, with not less than ten (10) days' notice, only for purposes of covenant or rule enforcement. Such entry shall not be considered trespassing.

5.8. Remedies of the Association in the Event of Default. Any assessment or charge levied pursuant to this Declaration and any installment thereof, which is not paid and received by the date when due shall be delinquent and, together with the following, shall become a continuing lien upon the Lot(s) belonging to the Member against whom such assessment is levied and the personal obligation of the Owner. Each Owner is deemed to covenant and agree to pay to the Association the following in the event that the Owner is delinquent in the payment of the annual assessments, charges, special or specific assessments:

(a) Late fees of ten percent (10%) of the amount claimed or such other late fee amount as may be determined by Board resolution. Late fees shall accrue if the assessment or charge is not paid within thirty (30) days of the due date or by such other date as the Board may determine by resolution and notice to the Owners.

(b) Interest at ten percent (10%) per annum or at the maximum legal rate, if higher, or such other lower rate as may be determined by the Board, from the date of delinquency.

(c) Reasonable attorneys' fees of not less than twenty-five percent (25%) of the amount claimed; and

(d) Costs of collection, including without limitation, court costs, filing and service fees, postage, credit checks and investigator charges.

The Association may bring an action at law

against the Member personally obligated to pay the same, or foreclose on the lien against the Lot(s) then belonging to the Member in the manner now or hereafter provided by law for the foreclosure of mortgages, deeds of trust or other liens on real property, including those containing a power of sale or consent to a decree, or as otherwise from time to time may be provided by law, in either of which events, interest, late fees, costs and reasonable attorneys' fees of not less than twenty-five percent (25%) of the sum claimed or actual attorneys' fees, whichever is greater, shall be added to the amount of each assessment.

No Owner may waive or otherwise escape liability for assessments by non-use of the roads or facilities or abandonment or nonuse of his Lot.

5.9. Subordination of the Lien to Mortgages. Except to the extent provided otherwise by law, the lien for assessments shall be subordinate to the lien of any first trust or mortgage recorded prior to the lien. Sale or transfer of a Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a foreclosure of a first trust or mortgage, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payment thereof which became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot or Owner from liability for any assessments which thereafter become due or from the lien thereof.

5.10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all property dedicated by the Association to and accepted by a local public authority for public use or benefit; and (b) the roads. No such land or improvements devoted to dwelling use shall be exempt from assessments.

Article 6. RESTRICTIVE COVENANTS.

6.1. Association Approval for Additions or Modifications. No building, shed, pool, fence, sidewalk, wall, drive, facility or other structure or addition shall be commenced, erected, placed or altered on any Lot until the proposed building plans, specifications, exterior color or finish, site plans (showing the setback requirement and proposed

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ELECTRONIC VERSION

location of such building, structure, addition, drives and parking areas), and construction schedule shall have been submitted in complete and proper form to and approved in writing by the Association. Approval or disapproval of plans, location or specifications is within the sole discretion of the Association and may be based upon any reasonable ground, including, without limitation, purely aesthetic considerations, appearance of nearby structures or topography.

No alterations or changes, other than ordinary maintenance and repair, in the exterior appearance of any building or structure shall be made without approval of the Association. One copy of all plans, specifications and related data shall be furnished to the Association for its records. A reasonable compliance fee and damage deposit may be required for review of plans and construction in accordance with approved plans.

6.2. Excavations. No excavation of stone, gravel, or earth shall be made upon any Lot except for basements, cellars, retaining walls, landscaping and driveways in accordance with plans approved by the Association. All other excavations or removal of earth or material from any Lot shall not be commenced without first obtaining written approval of the Association.

6.3. Single Family Residential Dwellings. Only one single-family private dwelling or residence designed for occupancy by one family shall be erected on any Lot. No premises shall be used for any purpose other than residential use, except as provided in Section 6.15 and, except that a garage, for the sole use of the Owner or occupant of the Lot, may be erected on the Lot. This Section shall not be construed to prevent the use of one building site on two or more Lots, or portions of two or more Lots, or the resale of parcels no smaller than one-half (1/2) acre by purchasers of Lots or tracts which are at least one (1) acre in size.

6.4. Building Locations within Lot Boundaries. In Sections One (I) through Nine (IX), Eleven (XI) and Twelve (XII), no pool, building, facility or structure or any addition thereto, or any part or projection thereof, shall be erected on a Lot within twenty-five (25) feet of any boundary of the

Lot, unless otherwise approved, in writing, by the Association.

Due to the smaller Lot sizes in Section Ten (X), no pool, building, facility or structure or any addition thereto, or any part or projection thereof, shall be erected on a Lot within fifteen (15) feet of any boundary of the Lot, unless otherwise approved, in writing, by the Association.

6.5. Location of Structures. In order to assure that houses will be located with regard to the topography and aesthetics of each individual Lot, the Association reserves unto itself the absolute and sole right to decide the precise site and location of any house or dwelling or other structure upon any Lot or building plot consisting of one or more Lots, provided, however, that such location shall be determined only after reasonable opportunity is afforded the Lot Owner to recommend a specific site.

6.6. Maximum Dwelling Size. No single-family dwelling erected on any Lot shall contain more than two-and-one-half (2-1/2) floors and the total height of the dwelling shall not exceed thirty-five (35) feet to be measured from the top of the basement level of the dwelling. The basement level is to be that level which is wholly or substantially below ground. For dwellings situated on steeply-sloped Lots, this height is to be measured from the midpoints of the highest and lowest elevations.

6.7. Minimum Dwelling Size. The ground floor area of any dwelling of two (2) or more floors erected on a Lot after August 1, 2000, shall contain a minimum of eight hundred (800) square feet, exclusive of porches and garages, unless otherwise approved, in writing, by the Association.

6.8. Minimum Living Space. The minimum area of living space of any single-family dwelling built after August 1, 2000, exclusive of porches and garages, shall be not less than one thousand two hundred (1,200) square feet, unless otherwise approved, in writing, by the Association.

6.9. One Year Construction Limit. The exterior of all houses and other structures must be completed within one (1) year after the construction

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ELECTRONIC VERSION

commences, except where such completion would result in great hardship to the Owner or is impossible for the builder due to strikes, fires, national emergencies or natural calamities, in the discretion of the Association.

6.10. Subdivision. No Lot shall be subdivided, or its boundary lines changed, except with the written consent of the Association and appropriate County authorities.

6.11. Tree and Brush Removal.

(a) No trees growing within ten (10) feet of the side or rear lines of any Lot shall be cut or removed in any manner, however, trees growing within ten (10) feet may be limbed up from the ground to a reasonable height and in a manner to avoid killing the trees. Brush and dead trees may be removed from the ten (10) foot area at any time. In the event the Owner of any residential Lot permits any underbrush, woods, or growth to grow upon any Lot to a height of four (4) feet or more (except as part of a landscaping plan approved by the Association), and upon written notice and request, fails to have the premises cut or maintained within thirty (30) days, the Association may enter upon the Lot to remove the growth at the expense of the Owner without entry and removal being a trespass. This provision shall not be construed as an obligation on the part of the Association to provide garbage or trash removal services.

(b) No large trees measuring six (6) inches or more in diameter at the base of the trunk may be removed without the written approval of the Association, unless dead or located within twenty (20) feet of the main dwelling or accessory building or within twenty (20) feet of the approved site for such building. No trees shall be removed from any Lot until the Owner is ready to begin construction and has obtained the Association's consent. No tree measuring six (6) inches or more in diameter at the base of the trunk shall be topped or cut at the top without the written approval of the Association.

6.12. Waste Removal after Construction Within one (1) month after completion of a dwelling or other structure on a Lot, debris and waste material remaining on the ground shall be removed from the

Lot. Within six (6) months after completion of a dwelling, structure or landscaping on a Lot, ground or bare earth shall be stabilized to prevent erosion. Reasonable delays may be permitted by the Board for reasons beyond the Owner's control.

6.13. Burning. There shall be no outside burning of household trash, tree limbs, leaves, construction waste or other debris. Barbecues or grills shall be permitted, but must be attended at all times while in use and must be fully extinguished after completion of each use.

6.14. Compliance With Laws. No unlawful use shall be made of any Lot, roads or facilities and all laws, zoning and other ordinances, regulations of governmental and other municipal bodies and the like shall be observed at all times. County and other governmental authorities are hereby authorized by these Covenants to enter unto the Property to enforce the Shenandoah County Animal Control Laws and other applicable laws which shall be observed at all times.

6.15. Home Occupations. Maintenance of home occupations upon any Lot are permitted as long as certain requirements are met. These requirements include the consent of the homeowner if the applicant is a tenant and the procurement by the homeowner or tenant of all applicable licenses and permits. The following are prohibited in regard to home occupations: use of non-occupant employees; exterior evidence, including signs, that the property is used in any way other than for a residential dwelling; exterior use of machinery or electrical equipment, other than machinery or equipment customarily found in the home, associated with a hobby or avocation not conducted for gain or profit; outside display or storage of goods, equipment or materials; and customers or clients.

6.16. Illumination. Outside illumination of any dwelling or sign erected in accordance with Sections 6.1 and 6.22, shall be done by means of a constant light on the general principal of ordinary bulbs or small flood lights. No neon, similar type lighting, flashing light or illumination of or by any type of reflective lettering, luminous or reflective material of any nature shall be used in connection with signs or the outside illumination of a dwelling.

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ELECTRONIC VERSION

6.17. Laundry. Lines or appliances of any type designed for drying laundry shall only temporarily be erected and maintained, and in as inconspicuous a place as possible. No laundry shall remain outside for more than twenty-four (24) hours. No drying devices shall remain outside for more than twenty-four (24) hours without prior Board approval.

6.18. Maintenance.

(a) Owner's Responsibility. The Lots and the exterior of all structures, including walls, doors, windows and roofs, shall be kept in good maintenance and repair. No structure shall be permitted to stand with its exterior in an unfinished condition for longer than six (6) months after the commencement of construction. In the event of damage from fire, windstorm, weather or failure to repair, the exterior of a structure shall not be permitted to remain in a damaged condition for longer than six (6) months. In cases where the deadline cannot be met for reasons beyond the control of the Owner, the Board may extend the deadline for completion or repair.

Except as provided in Section (b), all maintenance and repair of each Lot, including all property and improvements located within the boundaries of the Lot, shall be the responsibility of the Lot's Owner. Maintenance and repair, including, but not limited to, resurfacing of paved areas and walkways; painting, cleaning, and structural repair of homes, gutters, shutters, fixtures and fences; and maintenance of landscaping, trees and Lots shall be performed consistent with the architectural restrictions of the Declaration and Bylaws, and such other guidelines as may be adopted by the Board. Each Owner shall be responsible for the maintenance of all pipes, lines, ducts, conduits, or other utilities or apparatus which serve only the Lot (including all gas, electricity, water, sewer or air conditioning pipes, lines, ducts, conduits, lights or other utility or apparatus serving only that Lot). Such maintenance shall be performed consistent with this Declaration and uniform community-wide standards. All Lots shall be maintained to standards of good aesthetics and appearance, good maintenance and repair to the standard of the industry and maintenance of property values for the benefit of all Owners.

(b) Association's Responsibility. The Association shall maintain and keep in good repair the roads and facilities within the Sky Bryce subdivision. This obligation to repair and maintain shall include, without limitation, all pedestrian walkways, parking lots, facilities, and roadways in the subdivision, which shall be kept in good repair, unless by vote of two-thirds (2/3) of the Board and with prior notice to the Members a decision is made to abandon the use of such facilities and improvements.

The Association shall have the right, but not the obligation, to maintain property not owned by the Association and owned by Lot Owners at the Lot Owners cost in accordance with Section 5.7. The foregoing maintenance shall be performed consistent with uniform standards adopted by the Board and in accordance with Section 6.18(a).

6.19. Nuisances. No noxious or offensive trade or activity shall be carried on upon any Lot, road, or facility, nor shall anything be done or placed thereon which may be an annoyance or nuisance to the neighborhood or which interferes with the peaceful use and possession of the Lots by the residents. Owners shall, at all times, maintain their property and all appurtenances thereto in good repair and in a state of neat appearance so as to not be offensive. All lawn areas shall be kept mowed and shall not be permitted to grow beyond a reasonable height.

6.20. Parking. Each Lot Owner shall construct and maintain suitable and adequate parking spaces on the Lot for parking of a minimum of two (2) vehicles. Additional vehicles, when regularly parked, must be provided with off street parking. Parking should not obstruct or interfere with vehicular travel on or access to any of the roads in the Association. Vehicles parked in fire lanes, blocking other vehicles on any portion of a road or parked so as to create a hazardous condition shall be subject to immediate towing at the owner's risk and expense.

6.21. Pets and Animals. No fowl, swine, cattle, sheep, goats, horses, or other domestic or wild animals shall be kept or maintained on any Lot. Dogs, cats, or other small domestic animals,

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ELECTRONIC VERSION

generally considered as pets, shall be permitted as long as they are properly inoculated, of a quiet and inoffensive nature and kept under the control of a responsible person at all times.

6.22 Signs No sign of any kind on a Lot shall be displayed to the public view without first obtaining written approval from the Association, except that one (1) sign of not more than two (2) square feet, showing the Owner’s name, name of the premises and street number shall be permitted on a Lot, but in no event shall the sign measure more than three (3) feet in length or height.

6.23. Temporary Residences or Structures.

No trailer, motor home, recreational or camping vehicle, tent, shed, basement, partially completed dwelling, or other temporary, movable building or facility shall be erected or maintained on any Lot or used as a dwelling, except as may be reasonably necessary for a short period of time for use in aiding the erection of a permanent dwelling on the Lot, after obtaining written permission of the Association. In no event, shall a motor home, trailer, tent, shed or other temporary movable building or facility be maintained or stored on a Lot after completion of the dwelling unless otherwise approved by the Association.

6.24. Trash. No Lot shall be used or maintained as a dumping ground for trash, rubbish, or debris nor shall waste of any type be allowed to accumulate on a Lot. Garbage or other waste consisting of food or light materials shall be kept in sealed, sanitary containers, and all such containers or other equipment used for storage or disposal shall be kept in a clean, safe and sanitary condition and located in as inconspicuous a place as possible.

6.25. Vehicles. No junk vehicle or other vehicle on which current registration, inspection stickers and license plates are not displayed, nor any trailer, recreational vehicle (other than 4 x 4s) or other vehicle with more than two axles, mobile home, motor home/coach, camper, house trailer, boat or vehicles other than private passenger vehicles shall be kept upon roads or within twenty (20) feet of a road on a Lot. No truck, bus or other commercial vehicle shall be parked upon any portion of the roads

or on the Lots within twenty (20) feet of a road. No vehicle which cannot operate on its own power shall remain visible or be stored on the roads or Lots for more than seventy-two (72) hours. Vehicles parked in fire lanes, blocking other vehicles on any portion of a road or parked so as to create a hazardous condition shall be subject to immediate towing.

Mopeds, motorcycles, all terrain vehicles and other similar two or three-wheeled vehicles may only be driven by licensed drivers on the Owner’s Lot, designated trails and Association maintained roads for purpose of ingress and egress to their Lot. They shall not be driven through other Owners’ Lots.

6.26. Vehicle Maintenance. Repair or maintenance of vehicles, including without limitation changing oil or antifreeze, shall not be carried out on any of Lot or road unless all fluids are properly disposed in containers so as not to be discharged on the Lots or roads. However, ordinary maintenance checks and repair of tires may be permitted as determined by the Association.

6.27. State Road Maintenance. Neither the Association nor the purchasers of the Lots in the Association will request of the Board of Supervisors of Shenandoah County, Virginia or the Virginia Department of Transportation that the streets or roads in the Association be taken into the highway system until the Lot Owners and Association have brought the streets up to the specifications of the Virginia Department of Transportation.

Article 7. ARCHITECTURAL REVIEW COMMITTEE. The Board shall have the power, in its discretion, to create an Architectural Review Committee, composed of at least three Directors, who will have the authority to:

(a) Review and approve, modify or disapprove applications by Owners for improvements or additions to Lots as provided in Article 6;

(b) Periodically inspect the Lots and the exterior appearance of buildings on the Lots for compliance with architectural standards and approved plans for alterations;

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ELECTRONIC VERSION

(c) Adopt architectural standards subject to the confirmation of the Board;

(d) Adopt procedures for the exercise of its duties

Article 8. EASEMENTS.

(a) A perpetual, alienable and releasable easement is hereby reserved to the Association and its assigns, or the previous assigns of the developer Bryce's Mountain Resort, Inc., and to the Stoney Creek Sanitary District over, upon, across and under each lot for the erection, maintenance, installation and use of electrical and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public convenience or utilities in any location where such equipment exists as of the date of recordation of this amendment and, thereafter for new construction, such easement shall be reserved solely within 15 feet of any lot line. This reservation shall not be considered an obligation of the Association to provide or maintain any such utility or service or of the Stoney Creek Sanitary District to provide any new utility or service. This easement is subject to the conditions that anyone exercising this easement shall limit use or alteration of property within the easement to the minimum amount necessary to avoid interference with the proper and efficient installation, operation, and maintenance of the utilities, and shall be responsible for restoring the surface of the easement area to a stable condition and as nearly as possible to its condition, appearance and contour prior to any such installation, use or maintenance.

(b) There is hereby granted a blanket easement to the Association, its agents and employees and to all police, fireman, ambulance personnel and other public safety personnel to enter upon the Property in the exercise of the functions provided by this Declaration and the Articles, Bylaws and rules of the Association, in the event of emergencies and in performance of governmental functions.

(c) The rights accompanying the easements provided in this Article shall be exercised only

during reasonable daylight hours and whenever practical, only after advance notice, except in an emergency situation when access shall be immediate. Access by the Association and its agents to the Lot shall be limited to the exterior of any chalet or other structure on the Lot.

Article 9. POWERS AND DUTIES OF THE ASSOCIATION.

9.1. Discretionary Powers and Duties. The Association through its Board shall have the following powers and duties which shall be exercised in its discretion:

(a) To enforce any and all building restrictions and covenants which are imposed by the terms of this Declaration or rules which may hereafter be imposed on any part of the Property. Nothing contained herein shall be deemed to prevent the Owner of any Lot from enforcing any building restrictions in his own name.

(b) To provide such light as the Association may deem advisable on roads and for the maintenance of any and all improvements, structures or facilities which may exist or be erected from time to time on any roads.

(c) To build facilities upon land or roads owned or controlled by the Association.

(d) To make and enforce rules and procedures governing the use of the Lots, roads and any improvements, structures or facilities erected thereon as it may from time to time consider necessary or appropriate, including the establishment of charges for their use.

(e) To remove weeds and to care for, spray, trim, protect, and plant grass, trees, shrubs and other plants growing along roads and to pickup and remove from the Property all loose material, rubbish, and accumulation of debris and to do any other thing necessary or desirable in the judgment of the Association to keep the roads and facilities in neat appearance and in good order.

(f) To exercise all rights and control over any easements which the Association may from time

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ELECTRONIC VERSION

to time acquire, including but not limited to, those easements specifically reserved to the Association in this Declaration.

(g) To create, grant and convey easements upon, across, over and under all Association maintained property, including but not limited to easements for the installation, replacement, repair and maintenance of utility lines serving Lots and roads within the Property.

(h) To employ counsel and institute and prosecute such suits as the Association may deem necessary or advisable, and to defend suits brought against the Association.

(i) To employ from time to time such agents, servants, employees and contractors as the Association may deem necessary in order to exercise the powers, rights and privileges granted to it, and to make contracts.

(j) To obtain such insurance as may be deemed necessary to protect the Association's interests.

(k) To appoint such committees as may be necessary to, or convenient in the Association's discharge of the duties entrusted to it.

(l) To acquire by gift, purchase, or other means, to own, hold, enjoy, operate, maintain, convey sell, lease, offer, mortgage or otherwise encumber, or dedicate for public use, real or personal property in connection with the business of this Association; and

(m) To suspend, after affording the Owner or tenant reasonable notice to cease or correct such violation, breach or delinquency, an Owner's right to vote or right to use any community facilities or services, other than roads, for the period of the violation or delinquency.

9.2. Mandatory Powers and Duties. The Association through its Board of Directors shall exercise the following powers, rights and duties:

(a) To accept title and hold and administer property for the benefit and enjoyment of the Owners

and residents of Lots within the Property.

(b) To obtain fidelity coverage against dishonest acts on the part of Directors, Officers, trustees, managers, employees or agents responsible for handling funds collected and held for the benefit of the Association. The fidelity bond shall cover the maximum funds that will be in the custody of the Association or its management agent at any time while the bond is in place. The fidelity bond coverage shall, at a minimum, be equal to the sum of three (3) months' prorated assessments on all Lots plus the Associations reserve funds.

(c) To maintain a comprehensive policy of public liability and hazard insurance covering the facilities, roads and operations to the extent such coverage is reasonably available. Such insurance policy shall contain a severability of interest clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association or other Owners. The scope of coverage shall include all coverage in kinds and amounts commonly obtained with regard to projects similar in construction, location and use.

(d) To further and promote the welfare of Lot Owners in the Association and exercise the powers and functions granted to it in, or pursuant to, the restrictive covenants applicable to the Association.

(e) To care for, maintain, and repair certain vacant, unimproved or unkept Lots or any part thereof, to repair, rebuild, and maintain the exterior of structures or residences on any Lot for the purpose of preventing violation of the covenants and to repair, maintain, rebuild and, or, beautify all roads and their rights of way, and all roads within the Association that are not subject to maintenance by governmental authority.

(f) To provide for the payment of taxes and assessments, if any, that may be levied by any governmental authority upon property that may be conveyed to the Association.

(g) To provide for the maintenance of roads and facilities of the Association as may be conveyed to or required to be maintained by the Association

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ELECTRONIC VERSION

for the common use and enjoyment of the Members.

(h) To levy an annual charge upon the Members of the Association and to establish procedures, sue or lien to collect any of such charges as are not paid. Each year the Board shall consider the current maintenance and operational needs and future repair and replacement needs of the Association and shall fix the amount of the annual assessment herein provided for.

(I) To prepare and adopt an annual budget in which there shall be established the contribution of each Member to the common expenses.

(j) To expend the moneys collected by the Association from assessments, charges, and other sums received by the Association and from reserves, for the payment and discharge of all proper costs, expenses and obligations incurred by the Association in carrying out any of the purposes for which the Association is formed.

(k) To do any and all lawful things and acts, and to have any and all lawful powers, which a corporation organized under and by virtue of the Virginia Nonstock Corporation Act, as amended, may do and have, and, in general, to do all things necessary and proper to accomplish the foregoing purposes, including the specific power to appoint any person or corporation as its fiscal agent to collect all assessments and charges levied by the Association and to enforce the Associations liens for unpaid assessments and charges or any other lien owed to the Association.

Article 10. GENERAL PROVISIONS.

10.1. **Enforcement.** Every Owner, and al those entitled to occupy a Lot and any guests or invitees shall comply with all lawful provisions of the Declaration, Bylaws, Articles of Incorporation, resolutions, rules and regulations. Any lack of such compliance shall be grounds for an action or suit to recover sums due, damages or injunctive relief; foreclosure of the lien for assessments; suspension of voting; suspension of rights to use facilities, services or other rights; abatement of the violation, assessment of charges, subject to notice and hearings

required by law, for violation of its published rules; or any other remedy available at law or in equity, including administrative, investigative, postage, service and court costs and reasonable attorneys' fees actually incurred, all of which remedies may be sought by the Association or if appropriate by an aggrieved Owner.

Failure by the Association to enforce any right, provision, covenant or condition which may be granted by this Declaration, the Bylaws, Articles of Incorporation, rules or by law on any occasion shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant or condition on any other occasion. All rights, remedies and privileges granted to the Association or any Owner pursuant to any term, provision, covenant or condition of this Declaration shall be deemed to be cumulative, and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies. The Association shall be entitled to its actual attorneys' fees and costs incurred or such reasonable attorneys' fees and costs as may be awarded by a court.

10.2. **Severability.** Invalidation of any one provision of this Declaration by judgment, law or court order shall in no way affect any lawful intent of the provision or any other provisions, which shall remain in full force and effect.

10.3. **Captions and Gender.** Headings or captions are for ease of reference only and shall not limit the meaning of the provisions. Reference to the male gender or singular shall include reference to the female gender or plural as applicable.

10.4. **Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association for a term of twenty (20) years from the date this Declaration is recorded, after which time the covenants shall be automatically extended for successive periods of twenty (20) years. This Declaration may be amended in whole or in part by the written consent of Owners representing a majority of the Lots. Written notice of any proposed amendment shall be sent to all Lot Owners not less than twenty-five (25) days nor more than sixty (60) days in advance of the meeting or date for return of

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ELECTRONIC VERSION

votes. Any amendment of this Declaration shall become effective upon agreement of the required majority of Lot Owners as evidenced by their execution of the amendment, or ratifications thereof, execution and certification by the principal officer of the association that the requisite majority of the Lot Owners signed the amendment, or ratifications thereof, and recordation in the Shenandoah County Land Records.

Declaration of Covenants, Conditions and Restrictions of the Sky Bryce Association, Inc. and that said owners authorized us to execute and record this amendment on their behalf as evidenced by the attachments hereto.

IN WITNESS WHEREOF, we have hereunto subscribed our names and affixed the seal of the Corporation this 17th day of December, 2001.

IN WITNESS WHEREOF, the Board of Directors has caused this Amendment to the Declaration of Protective Covenants and Restrictions to be executed in its name on behalf of the members of the Sky Bryce Association, Inc. following adoption of this Amendment to the Declaration of Protective Covenants and Restrictions pursuant to the required agreement of a majority of the Lot Owners.

Signed R. Joe Rogers
President

Audrey J. Calomino
Secretary

Revised 8/1/00

Signed R. Joe Rogers
President
Sky Bryce Association, Inc.

CERTIFICATION

We, the undersigned, pursuant to Section 55-515.1F of the Virginia Property Owners' Association Act, do hereby certify that we are the duly elected President and Secretary of the Sky Bryce Association, Inc., a Virginia nonstock corporation located in Shenandoah County, Virginia, established pursuant to a Declaration of Protective Covenants and Restrictions, dated May 18, 1969, applicable to Sections I through XII of Sky Bryce Subdivision, and by Declaration of Protective Covenants and Restrictions dated September 9, 1971, applicable to Section X of Sky Bryce Subdivision, recorded in the Circuit Court of Shenandoah County, Virginia, in Deed Book 262, at Page 275, and Deed Book 289, at Page 542, respectively, and

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We do hereby certify that the requisite majority of the lot owners signed ratifications agreeing to and approving the foregoing Amendment to the Declarations of Protective Covenants and Restrictions which upon recordation constitutes the