

AMENDED RESTRICTIVE COVENANTS
for HIGH CHAPARRAL, A DEVELOPMENT IN CARROLL COUNTY, VIRGINIA
AS RECORDED IN DEED BOOK # 183 AT PAGE 497-500.

The written consent, by signed ballot, of 62% of the property owners having been obtained on or about the 15th day of October 2007, it is hereby agreed that the following Amended Restrictive Covenants shall replace those previously recorded in Deed Book 183 at Page 497-500 the property known as "the High Chaparral Development Corporation." These restrictions and covenants are to run with the land, and shall be binding on all parties and persons claiming under them. Said restrictions shall be automatically extended for successive periods of ten (10) years each, unless by the written consent of these owners of more than 75 percent of the membership covered by these restrictions, it is agreed to change said restrictions in whole or in part.

1. All lots in the tract, except those otherwise designated on the surveyed plat, shall be used for residential purposes only. No residential building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling of no more than two stories in height exclusive of basement. The purchase or construction of houses intended primarily as rental property shall not be allowed. Mobile homes will be permitted only in designated areas previously defined.
2. All residential buildings shall have at least eight hundred (800) square feet of floor space on main floor unless otherwise specified, exclusive of porches, patios, basements, and garages. Detached garages and storage buildings are not permitted for non-residential purposes. Mobile homes shall be installed by attachment to a permanent foundation which fully encloses the space beneath the Mobile Home. Said Mobile Homes shall be at least 45 feet in length and in new or like new condition.
3. No structure of a temporary character, trailer, mobile home, basement (unless a basement is a part of the house erected at the same time), tent, shack, garage, barn or other out-building; shall be used on any lot at any time as a residence either temporary or permanent, unless expressly agreed to in writing by the High Chaparral POA. On any lot where a house is being built, a camper will be permitted for no more than one year, and only when the house is under construction. Individuals who own recreational vehicles and maintain them in an appropriate manner may keep those vehicles and trailers on the property.
4. All building material used in the construction must be of quality grade, and the builder must comply with all standards of the Carroll County building code.
5. The right of access for the installation of utility services and their maintenance shall be reserved including telephone, power, well houses, water lines, sewers and repair of easements of roadways.

The High Chaparral Property Owners association will be responsible for maintaining the central water system up to and including the primary cut off valve for each property owner on the system. If a problem occurs beyond the cut off valve, it is the responsibility of the homeowner to make repairs. The Association retains the right to cut off water to individual homes in order to maintain the system. Notice will be provided to affected property owners when feasible. Because there are no available new connections to the central water system, anyone wishing to establish a residence will be required to dig a well.

6. No outside toilet or privy shall be constructed or used on any lot. Any sewerage disposal system shall be of a type approved or recommended by State or Local Departments of Health.

7. No lot shall be used or maintained as a dumping ground for rubbish. Furthermore, the collection or accumulation of trash, garbage, abandoned vehicles or rubbish shall not be allowed and all such items must be immediately removed from the premises. All property shall be kept in an orderly, sanitary condition at all times.
8. No noxious, disturbing or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be considered an annoyance or nuisance to the neighborhood. No burning, outside a proper container, will be allowed.
9. The High Chaparral Property Owners Association endorses all animal control ordinances. Hunting on the property is not allowed.
10. All powered vehicles shall observe the posted speed limit of 15mph.
11. No livestock can be maintained in High Chaparral.
12. If and when a request is made to remove and/or trim trees and other vegetation to improve the scenic value of property, adjoining property owners must mutually agree to any and all action.
13. Property owners within the High Chaparral Property Owners Association shall be subject to an annual assessment for the care and maintenance of roads and recreational facilities within the development. Owners of developed lots who utilize the central water system shall also be subject to an annual assessment for the care and maintenance of the central water system within the development. The amounts of these assessments shall be established by the Association's Board of Directors and are subject to approval by the membership. It is expressly agreed that all unpaid assessments will constitute a lien on the subject property, and it is further agreed by the act of purchase of any lots in the High Chaparral Development the owner shall have accepted the obligation to pay the assessments set forth herein.

Any property owner who is delinquent in payment to the Association of dues, assessments, improved property, fees, tenant fees, property transfer fees or any other fee properly due to the Association shall be liable for any and all attorney's fees, collection agency fees and costs incurred by the Association as a result of actions taken due to the property owner's delinquency in payment.

14. No gift of property will be accepted by the High Chaparral Property Owners Association.
15. No "FOR SALE" signs may be placed on any lot in excess of 18 by 24 inches in size.
16. These covenants and restrictions shall be binding upon all owners of lots herein, their heirs and assigns, executors, and personal representatives.
17. 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 remain in full force and effect.

WITNESS of the following signatures and seals.

High Chaparral Property Owners Association

BY _____ President
 Foundational Director

ATTESTED: _____
 Any Other Foundational Director