

**Declaration of  
Covenants, Conditions and Restrictions  
for**

*Auburn Hills Golf Community*



*Marketed By*

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10 Page 3*

**Declaration of Covenants, Conditions and Restrictions**  
**For**  
**Auburn Hills Golf and Residential Community**  
**of**  
**Auburn Hills Golf Club, L.L.C.**  
**Phase I**

It is the purpose of this document to set forth the Declaration of Covenants, Conditions and Restrictions that will direct and control the orderly development and management of the Auburn Hills Gold and Residential Community (AH-GRC) in such a manner as to create and maintain the highest and most desirable type of residential neighborhood.

**Declarations**

All lots within this development shall be subject to the following covenants, conditions and restrictions, which are for the benefit of all lot owners and occupants within the development and which shall be binding on all owners and all persons claiming under them until December 31, 2018, at which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years unless by a majority vote of the then owners of the lots in the development it is agreed to change said covenants, conditions and restrictions in whole or in part. The development is defined as being that land which is being offered by AUBURN HILLS GOLF CLUB, L.L.C. (The Developer). In order to insure that the intent and purposes of the covenants, conditions and restrictions are complied with, an Architectural Control Committee (hereafter called "the Committee") is hereby established which shall have full authority in enforcing same.

**COVENANTS, CONDITIONS AND RESTRICTIONS**

1. **USE OF BUILDING LOTS:** Each building lot within the development shall be used for residential purposes only. The Developer, its agents or assigns, may use the Building Lots for construction and sales purposes during any building and sales period. No purchaser of a lot in this development shall be allowed to subdivide a lot so as to produce a greater number of smaller lots. More than one lot, however, may be used for erection or placement of a residential structure provided the location of such structure is approved in writing by the Committee.
2. **ARCHITECTURAL CONTROL COMMITTEE:** The Architectural Control Committee shall have the permanent address of 3720 Riner Road, Riner, Virginia 24149, until changed by action of the Committee after notification to the lot owners. The Committee shall consist of five (5) members and any three (3) can act on behalf of the Committee. The Membership term of the Committee shall be indefinite unless terminated as hereinafter provided. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. The members of the Committee shall not be entitled to any compensation for services performed hereunder.

No residence, building, shed, fence, flagpole, mailbox, lightpole, swimming pool, driveway, awning, deck, wall, landscaping or structure of any kind shall be erected, placed or altered on any building lot without first obtaining the written consent of the Architectural Control Committee as to the conformity and harmony of the external design, placement and external materials. The Committee, in approving or disapproving such plans shall take into consideration the location of such building, etc. With respect to topography, finish, ground elevation, and neighboring structures. All requests for written approvals from the Committee shall be accompanied by detailed plans and specifications for the proposed improvements showing, where applicable, the size, location, type, architectural design, spacing, quality, use, construction materials, color scheme, grading plan and finish grade elevation for said improvement. All dwellings of 2000 square feet of living space or less must be completed with six (6) months from commencement and all other dwelling units must be completed within twelve (12) months from the commencement of the building. Two copies of the building plans must be submitted to the Architectural Control Committee prior to construction.

3. DWELLING SIZE: Different areas within the development have different types of housing products. Minimum square footage of dwellings will vary with each housing product type and location. However, all homes constructed within the AH-GRC shall have the following minimum floor areas, exclusive of basements, attics, garages, garage spaces, porches, decks, and unheated areas:

|                 |                  |
|-----------------|------------------|
| One-story       | 1800 square feet |
| One and ½ story | 2000 square feet |
| Two story       | 2200 square feet |

4. GARAGES: All single family dwellings must have at least a 2-car (standard full-sized auto) attached garage. Garages for more than three cars must be approved by the Committee. All garages shall be side-loading unless the configuration of the lot prevents this in which case a waiver must be obtained from the Committee.
5. ARCHITECTURAL SIMILARITY: No home will be permitted having the same exterior architecture of an existing home or be a mirror image within 1000 linear feet of an existing home. Homes with the same or similar floor plans as an existing home may be built within this limit providing the exterior elevation of the home is substantially different. Any pre-cut or prefabricated home will be deemed undesirable by the Committee. Final evaluation, judgment, authority and approval of compliance with this covenant shall rest exclusively with the Committee.
6. DRIVEWAYS: All residences in this AG-GRC shall have paved concrete, asphalt, brick, or stone pavers for driveway surfaces and the builder or lot owner shall be responsible for constructing the driveway approach.
7. BUILDING MATERIALS: Dwellings must have all exterior surfaces constructed of brick, stone, vinyl or cedar or combination thereof (or other natural woods or materials

approved by the Committee). No aluminum is permitted.

8. **COLOR OF EXTERIOR:** All exterior surfaces shall be of basic earthtone colors and subject to review and approval by the Committee.
9. **ROOFS:** All roofs must be constructed with a minimum 5/12 pitch (5 inches of fall per running foot). All roofs must be covered with an earthtone color (no white or black), dimensional shingle, or an approved upgrade.
10. **LANDSCAPING:** All building lots must be landscaped with shrubs, trees, grass, planting, decorative stone and other material approved by the Committee. Landscaping, as approved by the Committee, must be completed within one hundred eighty (180) days following occupancy or completion of any dwelling, whichever occurs first. Lot owners shall leave all sanitary sewer manholes, storm sewer manholes, water main valve boxes, and water tap boxes uncovered and exposed after grassing of the yard.
11. **TREE REMOVAL:** No tree greater than five (5) inches in diameter at breast height shall be removed from any lot unless such tree is in the direct building pad of the dwelling to be built, but then, removal must first be approved by the Committee.
12. **LIGHTING:** A lamp post controlled by a photo-electric cell must be installed in the front yard of each lot at the time of construction of a dwelling thereon. The lamp post must be hard-wired (having no "On/Off" switch) and must be coordinate in design and construction as approved by the Committee. The lot owner shall maintain the light in operating condition at all times.
13. **MAIL BOXES:** All mail boxes within the AH-GRC shall be of a design and construction approved by the Committee.
14. **ANTENNAS:** No satellite dish larger than 18 inches in diameter, antennaw, or radio, television or microwave towers, or any form of electro-magnetic radiation shall be erected or permitted on any lot in the AH-GRC. Placement subject to the approval of the Committee.  
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15. **PUMPS:** No residence shall have a sump pump which discharges directly into the street.
16. **BUILDING LOCATION AND SETBACKS:** No building shall be located nearer to any street than the building setback line shown on the recorded plat of the development. The setback areas designated on the recorded plat shall be for lawn purposes only. This covenant shall not be construed to prevent the use of the setback areas for walks, drives, trees, shrubbery, flowers, or ornamental plants used for the purpose of beautification.
17. **GOLF COURSE:** All lot owners and occupants recognize, accept and agree to the presence of a golf course within the development and the normal and routine activity that takes place with the operation of a golf course. It is also agreed that the golf course has

remove all debris and excess material during and at the completion of construction. Building contractors shall be required to clean mud, gravel, dirt or any other debris from the street during the construction phase.

39. **CODE COMPLIANCE:** All buildings of every kind shall meet building and zoning codes of Montgomery County, Virginia. All materials used in the construction of any permanent structure erected or placed on a building site, and all electrical installations therein, shall conform to applicable law and at least to the minimum requirements of the National Board of Fire Underwriters in effect at the time of installation.
40. **SEVERABILITY:** Should any Covenant or Restriction herein contained, any portion thereof, be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any Court having jurisdiction over the parties hereto, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.
41. **ENFORCEMENT:** Enforcement of these Covenants and Restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate or circumvent any Covenant or Restriction, either to restrain a violation or to recover damages. Failure to enforce any covenant or Restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter.



MONTGOMERY COUNTY  
DEPARTMENT OF PLANNING & INSPECTIONS

Planning & Zoning  
Building Inspections  
Grants Coordinator  
Mapping

4 South Franklin Street • P.O. Box 6126 • Christiansburg, VA 24068-6126

July 10, 1998

Joe Draper  
Draper Aden Associates  
2206 South Main Street  
Blacksburg, VA 24060

RE: Master Plan for Auburn Hills Golf Club (revised 7/10/98) and site plan for club house and golf cart storage building (6/11/98).

Dear Mr. Draper:

I have reviewed the revised master plan and find that the revision can be considered a minor amendment, and that it meets all requirements of the zoning ordinance. Therefore, according to the provisions of Section 10-255 of the zoning ordinance, the revised master plan is approved.

Also, I find that the site plan for club house and golf cart storage building is in conformance with the revised master plan. This plan will be approved for construction as soon as we have a copy signed by Mr. Jon Altizer.

Sincerely,

J. Scott

Zoning Administrator

JS/c