

This document was prepared by

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Amherst, Virginia 24521

Tax Map Nos. 14-1-1 & -2, -4 thru -11 & -17 thru -20; 15-2-3, -12, & -14 thru -16; & 15-A-1

Title Insurance: Existence is unknown to preparer.

**GREYSTONE SUBDIVISION
CERTIFICATION PURSUANT TO §55-515.1 (F)
OF THE CODE OF VIRGINIA, 1950, AS AMENDED**

WHEREAS Covenants, Conditions and Restrictions of Greystone Subdivision dated September 4, 1998 were put to record in the Circuit Court Clerk's Office of Amherst County, Virginia on September 4, 1998 in Deed Book 764 at page 848;

WHEREAS Greystone Subdivision is a "Development" subject to the Virginia Property Owner's Association Act of the Code of Virginia, 1950, as amended ("the Act");

WHEREAS the said Covenants, Conditions and Restrictions constitute a "Declaration" as that term is defined in the Act;

WHEREAS the Greystone Subdivision Neighborhood Architectural Committee created in the said Covenants, Conditions and Restrictions is an "Association" as that term is defined in the Act;

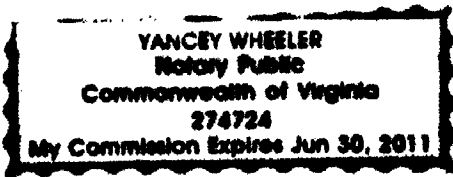
WHEREAS the said Covenants, Conditions and Restrictions are silent on how they may be amended, and on the need for mortgagee consent thereto;

WHEREAS by a two-thirds (2/3) vote of the owners of property in the Greystone Subdivision, the said Covenants, Conditions and Restrictions were amended as attached hereto, as evidenced by the execution of two-thirds (2/3) of the lot owners of property in the Greystone Subdivision of ratifications of the amendment.

WITNESSETH:

NOW THEREFORE in consideration of the premises, the undersigned principal officers of the Greystone Subdivision Neighborhood Architectural Committee hereby certify that the requisite majority of the lot owners of property in the Greystone Subdivision signed ratifications of the attached Amended Covenants, Conditions and Restrictions of Greystone Subdivision.

WITNESS the following signatures and seals:



GREYSTONE SUBDIVISION NEIGHBORHOOD
ARCHITECTURAL COMMITTEE

By: [Signature] (SEAL)
ALAN T. MAURER, its President

STATE OF VIRGINIA
CITY/COUNTY OF Rockbridge, To-wit:

I, Yancey Wheeler, a Notary Public in and for the State and City/County aforesaid, do hereby certify that ALAN T. MAURER, President of the GREYSTONE SUBDIVISION NEIGHBORHOOD ARCHITECTURAL COMMITTEE, whose name is signed to the foregoing Certification, has acknowledged the same before me in my State aforesaid.

Given under my hand this 21st day of April, 2008.

My Commission expires: 06-30-2011

Registration Number: 274724

[Signature]
Notary Public

GREYSTONE SUBDIVISION NEIGHBORHOOD
ARCHITECTURAL COMMITTEE

By: Betty Jo Call (SEAL)
BETTY JO CALL, its Treasurer

STATE OF VIRGINIA,
CITY/COUNTY OF Danville, To-wit:

I, Amy W. Compton, a Notary Public in and for the State and
City/County aforesaid, do hereby certify that BETTY JO CALL, Treasurer of the GREYSTONE
SUBDIVISION NEIGHBORHOOD ARCHITECTURAL COMMITTEE, whose name is signed
to the foregoing Certification, has acknowledged the same before me in my State aforesaid.


Given under my hand this 18 day of April, 2008.

Amy W. Compton
Notary Public

My Commission expires: Aug 31, 2008

Registration Number: 340488

GREYSTONE SUBDIVISION NEIGHBORHOOD
ARCHITECTURAL COMMITTEE

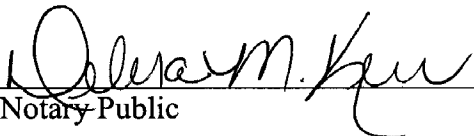
By:  (SEAL)
CHARLES JETT, its Secretary

STATE OF VIRGINIA,
CITY/COUNTY OF Buena Vista, To-wit:

I, Charles Jett, a Notary Public in and for the State and
City/County aforesaid, do hereby certify that CHARLES JETT, Secretary of the GREYSTONE
SUBDIVISION NEIGHBORHOOD ARCHITECTURAL COMMITTEE, whose name is signed
to the foregoing Certification, has acknowledged the same before me in my State aforesaid.

Given under my hand this 21st day of April, 2008.

Embossed Hereon Is My
Commonwealth Of Virginia Notary Public Seal
My Commission Expires September 30, 2010
DEBRA M KERR


Notary Public

My Commission expires:

Registration Number: # 250852

GREYSTONE SUBDIVISION ASSOCIATION COVENANTS, CONDITIONS AND RESTRICTIONS

SUBDIVISION GOALS

It is the intention of the Greystone property owners and others subject to these Covenants, Conditions and Restrictions (herein after referred to as Covenants) to create a community that exists in harmony with the environment of the surrounding National Park and National Forest, and to ensure opportunity for the residents of Greystone to find continuing natural beauty, peace, comfort and tranquility. Therefore, to facilitate obtaining these goals, present and future owners of tracts of land (lots) in the subdivision of Greystone agree to be bound by Covenants as listed below, designed to advantage the community as a whole, helping to maintain aesthetic appeal, desirability and property value throughout.

COVENANTS AND RESTRICTIONS

The following Covenants apply to all lots owned or sold in the Greystone Subdivision and other property owners similarly limited by them, unless otherwise specified. These Covenants run with the land and are binding on all parties and persons claiming under them for a period of twenty (20) years from the date of their filing with the Registrar of Deeds in Amherst County, Virginia, after which they will automatically be renewed and remain in force for an additional twenty (20) years unless replaced before then by revised Covenants. These Covenants supercede the Declaration and amendments thereto, originally filed with the Registrar of Deeds by John Hodgeman on September 4, 1998 (Book 764, pages 848-851). Enforcement of these Covenants shall be at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain the violation or to recover damages. Should any Covenant herein contained or any sentence, clause, phrase or term of this instrument be declared to be void, invalid, illegal or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, 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.

- All Greystone Subdivision lots are established for single-family residential use and construction, including appropriate outbuildings.
- No lot in the Greystone Subdivision may be further subdivided.
- Subdivision lot owners must comply with all zoning and building ordinances of the County of Amherst, VA and any other Federal or State laws, and regulations.
- Approval by the Neighborhood Architectural Committee (NAC, as herein established) must be obtained prior to commencement of construction or erection of any structure or other improvement. Lot owners shall seek approval by submitting exterior construction plans and specifications in sufficient detail to permit the NAC to review them for consistency with these Covenants. The NAC shall have full

discretion to approve or disapprove all real property improvements within the development, to maintain consistency with the goals, purposes and Covenants adopted by the Association.

- Subsequent to the filing date of these Covenants, NAC approval of dwelling construction plans shall be conditioned on a minimum dwelling size of at least 1000 square feet of finished living space and minimum dwelling footprint of 750 square feet.
- Dwelling and outbuildings shall have a minimum 6/12 roof pitch.
- Mobile homes (single-wide, double-wide or other) shall not be permitted on any subdivision lot.
- Temporary structures are not permitted on any lot unless approved by the NAC (usually consistent with ongoing construction).
- Absent approval by the NAC in advance to the contrary, initial construction, improvements and continued lot usage by lot owners shall reflect the following:

Lot owners shall:

1. Use earth tone paints and other natural construction finishes
 2. Use natural, or natural looking siding (wood, brick, stone, stucco and similar materials), avoiding "standard" or "conventional" Aluminum and Vinyl siding
 3. Not clear cut more that 20% of a lot
 4. Use wood for fencing materials
 5. Not use exposed-to-view cinder block or poured concrete construction
 6. Not install or use dusk to dawn lighting
 7. Screen from view items such as:
 - Recreational vehicles
 - Unlicensed vehicles
 - Commercial vehicles
 - Antennas
 - Building roof vents
 - Solar panels
 - Clothes lines
 - Storage tanks
 - Garbage and trash receptacles
- Lot owners shall not construct, erect or otherwise install any permanent structure or other improvement within the seventy-five (75) foot setback from the centerline of any Greystone road. Removable wooden fencing is not considered a permanent structure and may be erected within this setback so long as in does not interfere with passage along or maintenance of the Greystone road system.

- Erection of any permanent sign within the subdivision requires prior approval by the NAC.
- Lot owners may not alter (by restricting, blocking or re-channeling) any natural watercourse within the bounds of their lot unless said alterations have been reviewed and approved in advance by the Amherst County Building Department, and the NAC, and evidence compliance with any other applicable Federal or State laws, and regulations.
- Animals or poultry shall not be kept, raised or bred within the Subdivision, except household pets in reasonable numbers. Animals are not permitted to run at large within the development.
- Lot owners shall refrain from conducting offensive, noisy or noxious activity on any lot.
- Flags of a patriotic nature (American, State of Virginia or military) or seasonal banners may be flown tastefully within the subdivision. Display of other banners, flags or other similar displays shall be limited to areas not visible from any Greystone road or adjoining property.
- Each Greystone lot owner shall keep their lot and grounds in good condition, free of garbage, junk, trash, debris or any other condition that may contribute to a health, safety or fire hazard.
- Greystone lot owners shall use, manage and maintain their property so as to avoid undue wear, tear or damage to the Greystone road system. This includes ensuring that adequate lot drainage is established and maintained to avoid road washouts. Costs of repairing road damage caused by inadequate property management shall be borne by the offending owner(s).
- Greystone lot owners shall refrain from introducing, or allowing continued growth on their lot, any non-native invasive plant species, such as Kudzu. Owners shall take any appropriate steps to eliminate such species from their lot when discovered. The NAC may enter any lot as needed to eradicate such species in the absence of timely corrective action by any owner, after appropriate notice of the need for such action.

EASEMENTS

The following easements will convey with the land:

Public Utility: Except as noted below, all utilities in the subdivision, whether on a perimeter easement or across individual lots, shall be installed underground. As an exception, an

easement of forty (40) feet in width is granted by the owners of lots one (1) and two (2) along the line and equidistant between the two lots for overhead utilities to enter Greystone.

Road Use: Each lot owner grants and is granted in return an easement permitting use of the subdivision roads shown on the subdivision map of Greystone for the purposes of ingress and egress to and from their respective lots for themselves, their guests and other appropriate visitors. The easement shall be appurtenant to each lot and be subject to the provisions, restrictions, covenants and obligations of this document as they relate to the maintenance and upkeep of the private roads of Greystone. All lot owners agree to execute any documents needed to grant additional easements for slope and drainage required to maintain or improve the Greystone roads, or to facilitate takeover of the Greystone roads by the Virginia Department of Transportation (VDOT) or by the County of Amherst, VA.

NEIGHBORHOOD ARCHITECTURAL COMMITTEE (NAC)

Purpose:

The purpose of the NAC is to ensure the attainment of the goals of the Greystone property owners as set out above.

Composition:

The NAC shall be composed of three owners of lots in Greystone, each owning separate lots from the other members and not co-owning any other lot with any other member. Other than initial membership, members shall be selected according to rules promulgated by the NAC. The Board of Directors of the Greystone Subdivision Association will serve as the NAC, unless it shall select a committee of three property owners who meet the requirements above to serve as the NAC.

Operation:

The NAC shall have the obligation and exclusive authority to interpret and enforce these covenants and restrictions equitably on behalf of all lot owners, to ensure that construction on, improvements within, management and use of lots by Greystone lot owners fully meet the goals and purposes of the development as set out above. Lot owners are required to submit, in writing, applicable exterior plans and specifications, and evidence of other required external approvals (such as building permits) prior to initiating construction or erection of any permanent structure on or improvement to their Greystone lot. If the NAC fails to act upon (i.e. approve or disapprove) any such plans within thirty (30) days of submission, said plans and specifications shall be deemed to be approved unless clearly contrary to these restrictions and covenants. Approval of plans by the NAC will be valid for a period of twelve (12) months from the date of approval. If a building permit has not been obtained, or substantial construction activity has not begun during that time, the original NAC approval will expire, and plans must be resubmitted for consideration and approval before construction can begin or continue.

The NAC shall not be responsible for defects in plans or specifications submitted or approved in accordance with the Covenants herein, nor for defects of any kind in any work done in accordance with such plans and specifications.

The NAC shall exercise the exclusive authority to maintain, repair and improve the private roadways in Greystone. The NAC will levy reasonable assessments (including when necessary, special assessments) on the owners of Greystone Subdivision lots as the NAC may determine to be fair, equitable and necessary to achieve this purpose, and for the administration and operation of the NAC on behalf of all lot owners. The terms "maintain, repair and improve" include but are not limited to grading, plowing, graveling, resurfacing, excavating for drainage, tree trimming and clearing, and all other activities necessary to ensure that the roads in Greystone remain open and passable. The terms "fair, equitable and necessary" shall be determined by experience and be demonstrated by means of an annual budget for road maintenance and other expenses. A minimum annual assessment of \$200 shall be levied per lot. Increases in the amount assessed shall be based on actual cost experience, or to cover costs anticipated to exceed the amount that would be collected at \$200 per lot.

The NAC is hereby granted full access to the Greystone road system as needed for purposes of its' maintenance, repair and improvement.