

Prepared by:
Stephen P. Will - VSB #16024
Davies, Barrell, Will, Lewellyn & Edwards, PLC
122 W. Cameron Street, Culpeper, VA 22701
Phone: (540) 825-6000 Fax: (540) 825-1989
E-mail: swill@dbwle.com

DECLARATION OF RESTRICTIVE COVENANTS

This Declaration of Restrictive Covenants made and entered into this 1st day of June, 2016, by and between Brian G. McAlary and Susan S. McAlary, Trustees of the Brian G. McAlary Revocable Trust and Brian G. McAlary and Susan S. McAlary, Trustees of the Susan S. McAlary Revocable Trust, hereinafter referred to as "Declarants", Grantors and Grantees for recordation purposes.

RECITALS:

1. Declarants are the owners of two certain lots or parcels of land, located off of Virginia Route 633 (Alum Springs Road), Jefferson Magisterial District, Culpeper County, Virginia, being designated as Lot 2, containing 11.7061 acres, and Lot 3, containing 10.2779 acres, as more accurately described by survey of James W. Cubbage, Jr., L.S., dated April 26, 2011, a plat of which is recorded in Plat Folder 3, Page 625 (hereinafter the "Lots").

2. Declarants desire to impose certain restrictive covenants upon the Lots for the benefit of Declarants and future owners of the Lots and to provide a road maintenance agreement for the future maintenance of the common outlet road.

NOW THEREFORE WITNESS: That for and in consideration of the premises, Declarants do hereby declare that the Lots shall be held, sold, and conveyed subject to the following restrictive covenants, which are established for the purpose of protecting the value and desirability of, and which shall run with, the Lots and be binding on all parties acquiring any right, title, or interest in the Lots, or any part hereof, their heirs, successors, and assigns as follows:

RESTRICTIVE COVENANTS:

1. No building or structure of any description, including fences, outbuildings, satellite dishes, or freestanding television or radio antennas, shall be erected, placed or altered on either Lot until the construction plans and specifications shall have been approved by the Architectural Control Committee (hereinafter the "Committee") as to quality of workmanship and materials, color, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevations. All plans submitted for approval shall become the property of the Committee, and in the event the Committee fails to approve or disapprove such plans within thirty (30) days after submission, such plans and specifications shall be deemed approved. As a condition of granting such approval, the Committee shall have the right to require appropriate screening by fencing or vegetative growth as deemed appropriate by the Committee. The initial Committee shall consist of Brian G. McAlary, Susan S. McAlary, and Kimberlee McAlary Whitehead. Any opening in the Committee shall be filled by a person approved by the

12. No commercial or industrial vehicles, such as, but not limited to, moving vans, trucks, tractors, trailers, vans, wreckers, tow trucks, and buses, shall be regularly or habitually parked or parked overnight on either Lot, except upon the prior written approval of the Committee. Commercial vehicles shall be deemed to include cars and vans in styles normally used for private purposes but painted with or carrying commercial advertising, logos, or business names or containing visible commercial materials. No abandoned or unlicensed motor vehicles, recreational vehicles, boats, travel trailers, camping vehicles or camping equipment shall be parked on either lot, other than within a garage, without the prior, written approval of the Committee.

13. Trash, garbage, rubbish and other wastes shall not be kept on any lots herein dedicated except in sanitary containers which shall be screened from view from other lots. No trash or rubbish shall be burned on the lot. Neither shall any building materials be stored on any of the said lots for a period of greater than four months prior to the starting of approved construction upon such lots.

14. No signs of any type shall be allowed except one sign of not more than five square feet advertising the property for sale or rent, or signs used by builders to advertise the property during the construction and sale period. Name plates and house name of a dignified appearance shall be allowed at the entrance of the lot only.

15. No noxious or offensive activity shall be carried on upon the Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

16. No dirt bikes, off road vehicles, 3- or 4-wheel ATV's, or similar vehicles may be operated on either of the lots or the common outlet road within the subdivision. Gardening and farming equipment may be operated on any lot, as may construction equipment during the time of construction.

17. No hunting, target shooting or other discharge of firearms of any type shall be permitted on either Lot.

18. Nothing herein is to be construed to prevent the Declarants from placing further covenants or easements on any Lot in said subdivision which shall not have already been conveyed by it.

19. The Declarants reserves the right to revise, alter and amend any one or more of the above provisions as to any unsold Lot.

20. If any Lot owner shall violate or attempt to violate any of the covenants herein, it shall be lawful for the Declarants or any other person or persons owning any Lot in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, either to prevent it or them from so doing or to recover damages or other dues for such violation.

remaining members of the Committee.

2. The Declarants reserves unto itself, its successors and assigns, the right to erect and maintain telephone and electric light poles, conduits, equipment, sewer, gas and water lines, or to grant easements or rights of way therefor, with the right of ingress and egress for the purpose of erection or maintenance on, over, or under a strip of land ten (10) feet wide along all lot lines. All utilities installed within the subdivision shall be underground.

3. No lot in this subdivision may be further subdivided, except that the lot lines may be rearranged between adjoining lots provided no additional lot is thereby created.

4. The said land or any portion shall be used for residential purposes only. No trade or business pursuit shall be permitted except home occupations as provided in Culpeper County Zoning Ordinance, which shall not use any signs or off-site parking.

5. All dwellings erected on said Lots shall be detached single family residences and no such dwelling shall be occupied by more than a single family. Each dwelling, exclusive of porches, terraces, garages, and unfinished basements, shall be of not less than 2,500 square feet of livable floor area.

6. Each Lot shall be served by individual well and septic system.

7. No temporary structure shall be erected on any lot for the use as a residence. No modular home, house trailers or mobile houses shall be kept or maintained on either of the Lots. Any improvement or improvements erected or to be erected must be fully complete on all the exterior portions within one year from the date of the issuance of the building permit by applicable county authorities. Landscaping must be accomplished by the following planting season after completion of the exterior improvements erected.

8. Each lot, after sale by the Declarants, shall be maintained in a neat and orderly appearance.

9. No more than one (1) head of livestock shall be allowed per acre on each Lot. Lot owners may have up to twenty-four (24) fowl, housed in a screened area at least 100' from all lot lines. Kennels housing no more than three (3) adult dogs will be permitted. There shall be no commercial boarding, breeding, or training of dogs. No animals are permitted to run at large or to constitute a nuisance or health hazard. No dogs shall be permitted that constitute a nuisance by virtue of non-controlled barking.

10. All outbuildings and fencing must be constructed so as to not interfere with the visual view and aesthetic quality of any adjoining lot.

11. Any dwelling or outbuilding on any Lot in the subdivision which may be destroyed in whole or in part by fire, windstorm, or for any other cause or act of God, must be rebuilt or all debris removed and the lot restored to a slightly condition with reasonable promptness, provided, however, that in no event shall such debris remain longer than six (6) months.

19. Invalidation of any easement, covenant, restriction, shall in no way affect the validity of any other provision. Failure to proceed to endorse any provision hereof shall in no way constitute a waiver of any rights with respect thereto nor constitute precedent for any subsequent circumstances.

20. These covenants shall be binding for a period of ten (10) years from date hereof and shall be automatically extended for successive periods of ten (10) years unless modified or abandoned by unanimous agreement of the lot owners. As long as Lot 1 as shown on the Plat is owned by Brian G. McAlary and/or Susan S. McAlary, their consent shall also be required to modify or abandon any of the covenants.

ROAD MAINTENANCE AGREEMENT

Lot 2 and Lot 3 are serviced by a 50' wide right of way known as Peaceful Woods Lane to provide access to Virginia Route 633 (Alum Springs Road). To ensure the future maintenance and upkeep of the aforesaid roadway, Declarant does hereby impose the following road maintenance obligations upon the owners of each Lot. Each Lot owner shall have the right to construct, maintain, or improve a private residential/agricultural roadway sufficient for vehicular traffic within the bounds of said easement and to install, maintain, and grant easements for the installation of underground utilities. Maintenance shall include, without limitation, grading, scraping, ditching, snow removal, spreading of new gravel, and the installation and replacements of culverts, as needed. The roadway shall be kept free of gates or other obstructions, and no Lot owner shall block or interfere with the free and reasonable use of the roadway by the other owner. The owner of each parcel using the roadway shall bear their proportionate share of the cost for the reasonable annual maintenance of the commonly used portion of said roadway. No parcel owner shall be responsible for maintenance expenses until such time as a building permit is issued for the construction of the building on such parcel. Declarants recognize that there are or may be other properties which are entitled to the use of Peaceful Woods Lane, and it is agreed that such owners may participate under the terms of this road maintenance agreement provided they record in the Clerk's Office of the Circuit Court of Culpeper County, Virginia a document agreeing to abide by the terms set forth herein to be a covenant running with their land.