

#487

BOOK 326 PAGE 863

Tax Map 157-6

*CERTIFICATE OF RECORDING*  
*SLATE RIDGE*  
*JAMES RIVER MAGISTERIAL DISTRICT*  
*BUCKINGHAM COUNTY, VIRGINIA*

COUNTRYSIDE LAND COMPANY, LC, a Virginia limited liability company, Grantor and Grantee, is the owner of the real estate shown on the attached plat entitled *PLAT SHOWING SLATE RIDGE, JAMES RIVER MAGISTERIAL DISTRICT, BUCKINGHAM COUNTY, VIRGINIA*, dated June 13, 2005, made by Woodrow W. Perkins, Land Surveyor with Perkins and Orrison, it having acquired the same by deed from Jefferson M. Catlett and H. Broderick Pack, III, dated April 26, 2005, of record in the Clerk's Office of the Circuit Court of Buckingham County, Virginia, in Deed Book 315, Page 393.

The said Countryside Land Company, LC does hereby commit said plat to record creating the lots shown thereon. Said subdivision is made with the free consent and is in accordance with the desire of the owner.

All lots shown on the attached plat are conveyed subject to the following restrictions and shall be deemed covenants running with the land.

1. No residence may be occupied, either temporarily or permanently, until a water supply and sewage disposal system that meets all public health standards has been installed and approved for operation by the appropriate government officials.
2. No swine, commercial poultry, or any intensive agricultural use, including a feedlot, is permitted. Any other animals, including household pets, shall be confined to the owner's property.
3. No noxious or offensive activity, including excessive noise, shall be tolerated on any lot, nor shall anything be done thereon which shall become an annoyance or a nuisance to the neighborhood.

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4. Any unlicensed and/or un-roadworthy motor vehicles or farm equipment, building material must be stored out of sight from the public road. (except for not more than one hundred twenty (120) days during construction)
5. Each homeowner shall maintain garbage in sanitary containers that shall be emptied on a regular basis. Dumping of trash or other waste is prohibited.
6. In the event of any violation or breach of any of the restrictions contained herein, Countryside Land Company, L.C. (as long as Countryside owns any lot herein or is a beneficiary under any deed of trust on a lot) or any three (3) lot owners in the event Countryside Land Company, L.C. no longer owns a lot or is a beneficiary under any deed of trust shall have the right to proceed at law or in equity to compel compliance to the terms hereof or to prevent the violation or breach of any of the restrictions herein. [With regard to a violation of Restriction #3, since it is subjective in nature, any complaint requires the consensus of Countryside Land Company, L.C. and any one lot owner or and three lot owners.] Before any enforcement litigation is instituted, ten (10) days written notice of such violation(s) shall be given to the property owner so as to afford such owner the opportunity to correct such violation. Notice shall be given to the address of the lot owner provided in the office of the Treasurer of Buckingham County. The failure to enforce any right, reservation or condition contained in herein, however long continued, shall not be deemed a wavier of the right to do so thereafter as the same breach, or as to a breach occurring prior or subsequent thereto, and shall not bar or affect its enforcement.
7. These covenants and restrictions may be amended by an instrument signed and acknowledged by the owners of not less than seventy-five percent (75%) of the lots described above, including any lot(s) created by re-division of any such lots. Any amendment shall require the joinder of Countryside Land Company L.C. so long as Countryside Land Company L.C. owns any lot or is the beneficiary of any deed of trust on a lot thereon.

Witness the following signatures and seals this 27 day of February 2006.

Countryside Land Company, LC

By  (SEAL)  
Eric M. Shifflett, Manager