

The land hereby dedicated shall be from this day forward owned and is to be conveyed subject to the following restrictions, conditions and limitations, which are to be construed as covenants running with the land.

PROTECTIVE COVENANTS

LAW OFFICES BUTTON, YEAMAN & MORTON 139 W. DAVIS STREET CULPEPER, VA 22701-3090

1. The Health and Sanitary Code of the County of Culpeper and future supplements and amendments thereof, shall be deemed applicable and binding upon each lot.

2. The lots herein contained shall be used only for residential purposes. All dwellings erected on said lots shall be detached single-family dwellings and no such dwellings shall be occupied by more than a single family. Outbuildings are to be of the same character as the residences and shall not be closer than fifty (50) feet of any property line. Property owners who have adjacent easements, common areas or trails shall also be governed by such restrictions as effect said lots. These lots will have plats attached that will explain, show, and further clarify such restrictions.

3) No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

4) The minimum finished square footage for a single level residence shall be 1,800 square feet; and 1,100 square feet on the first floor and a total of 2,000 square feet for a two

story residence. This does not include basements, porches, garage, decks, etc. No building or structure of any description, including fences, shall be erected, placed or altered on any lot herein dedicated until the construction plans and specifications and a plan showing its location upon the lot have been approved by the Architectural Control 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 finish grade elevations, nor shall any grading or excavations be made upon any such lots without the approval of the said Committee. Plans submitted to the said Committee as hereinabove provided shall remain the property of the said Committee. The Architectural Control Committee shall be composed of Ronald Musselman, David F. Kinzer, Jr., and one additional elected property owner. A vacancy occurring for any reason in the composition of the said Committee shall be filled by the remaining member(s) of the Committee. In the event that the Committee, or the representative designated by it to act for said Committee, fails to approve or disapprove within thirty (30) days after the submission of plans and specifications to it, such plans and specifications shall be deemed to be approved.

5) No lot herein dedicated shall be further subdivided into less than ten (10) acres.

6) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be

or may become an annoyance or nuisance to the neighborhood.

7) No sign of any kind shall be displayed to the public view on the lot except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction period. A personal lot sign, mailbox or other structure along the front of any lot must be submitted to the Architectural Control Committee for their approval.

8) Trash, garbage, rubbish and other wastes shall not be kept on any lots herein dedicated except in sanitary containers. Neither shall any building materials be stored on any part of the said lots for a period of greater than sixty (60) days prior to the starting of approved construction upon such lots. All materials, trash, equipment, downed trees, brush, commercial vehicles, etc., must be removed within sixty (60) days after completion of said building, fence, or other construction.

9) The subdivider reserves the right to grant privileges, easements, rights of way and franchises over and upon the entrances, however designated, and across all lots for the construction, maintenance and repairs of utilities, easements, trails, etc.

10) The construction of a dwelling or any other building on any lot herein dedicated must be completed as per approved plans within one year from the date the said construction was begun.

11) Livestock or pets shall be kept in approved buildings, fenced areas, or paddocks. Damage caused by said livestock or pets shall be the responsibility of the owner of said livestock or pet. Only that equipment necessary to maintain the property shall be stored there. No commercial vehicles, loaders, trucks, equipment or material of any type can be stored, stockpiled or parked.

12) No more than 50% of the total area of trees may be removed from any lot. This is to include those areas cleared to allow for buildings. All buildings, fences, open areas, entrances, dwellings, etc., are to be maintained in a neat, orderly fashion. A vegetative cover must be established on every lot in its entirety as soon as practicable after completion of construction of any type at any time on the said lot.

13) If the grantor herein, or its heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning real estate situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such covenant, either to prevent him or them from so doing or to recover damages for such violation.

14) The foregoing restrictions shall remain in full force and effect for a period of ten (10) years from the date of this deed of dedication, and unless altered, modified or abolished by a recorded writing executed by the owners of five

(5) of the lots herein dedicated, they shall be automatically renewed for five-year terms each five (5) years thereafter unless altered, etc., as above set forth at the end of any five-year period.

15) All utility lines running over the subject lots shall be placed underground. There is further dedicated herein an easement for utilities, including but not limited to electric, telephone, 10 feet in width, running along all boundary lines of the subject lots and the grantor herein reserves the right to grant such easements and rights of way over and between the said lots including the construction, maintenance and repair of such utilities.

Invalidation of any one or more of these covenants shall in no ways affect any of the other covenants herein, which shall remain in full force and effect.

IN WITNESS WHEREOF, CAVON Development, Inc., a Virginia Corporation, has caused this Deed of Dedication to be executed by Ronald S. Musselman, its Executive Vice President, said official being duly authorized therefor.

WITNESS the following signature and seal.

CAVON DEVELOPMENT, INC.,  
a Virginia Corporation

By: Ronald S. Musselman (SEAL)  
Ronald S. Musselman  
Executive Vice President

LAW OFFICES  
BUTTON, YEAMAN & MORTON  
139 W. DAVIS STREET  
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