

DEED OF DEDICATION
AND
DECLARATION OF PROTECTIVE COVENANTS

Barrington Place Subdivision

This Deed of Dedication, made this 19th day of February, 2013, by Sunnyside Land Trust,
hereinafter referred to as Grantor,

WITNESSETH :

WHEREAS, the Grantor is the owner of certain lands that have been subdivided into a subdivision known as " Barrington Place " shown on plat (s) prepared by Roger W. Ray & Associates, Inc., Land Surveyor which plat (s) to be recorded prior to or simultaneously herewith or subsequently to; and

WHEREAS, the Grantor desires to hereby consent to the subdivision of said lots as shown on said plat (s) and desires to impose certain covenants, restrictions and conditions as to said subdivision.

NOW THEREFORE, in consideration of the foregoing, the Grantor hereby imposes the following covenants, restrictions and conditions as to each and every lot of land as shown on said plat (s) and shall be binding on the Grantor and their successors in title:

SECTION I GENERAL USE RESTRICTIONS

1.1 The lots shown on said plat shall be used exclusively for a residence for a single, private, family dwelling house. No mobile homes or trailers shall be permitted. No garage or other building not attached to the residence shall be erected closer to the front street than the rear of the rear building line of the residence. No temporary building, basement, tent, trailer, garage or any other accessory structure shall be used for human habitation.

1.2 Each dwelling house shall face toward the street to the front of said lot. The main front wall of such dwelling shall be, in so far as practicable, parallel with the front property line of the lot (s) which dwelling house is erected.

1.3 No chain link fence shall be allowed in the front yard of any lot.

1.4 All television and/or radio antennae located on the ground must not be visible from the street of subdivision road (s).

1.5 Any above ground swimming pool must be located completely in the rear of the dwelling on a lot.

1.6 No lot may be subdivided in whole or in part, by sales, conveyance, or other means.

1.7 No advertising signs, billboards or other advertising devices of any nature shall be permitted, except for a sign pertaining to the sale of lot on which the same is erected if such sign does not exceed six (6) square feet. This restriction does not apply to the directional or promotional signs of the Grantor or home builder used in connection with the sale of lots.

1.8 No inoperable vehicles or parts thereof including junk, tools, trash other offensive items visible from public view shall be stored on any lot.

1.9 No commercial business, trade or home industry shall be permitted on any lot.

1.10 No commercial vehicles larger than a two ton truck shall be parked regularly on any lot or any right of way of said subdivision.

1.11 No livestock, dog kennel, cat kennel or any other kennel shall be allowed on any lot. Household pets are not allowed to roam at large, moreover, all dogs specifically will be subject to the Greene County Dog Leash Ordinance.

1.12 No nuisance or discharge of firearms shall be permitted on any lot.

1.13 In accordance with Section 2.7 hereof, easements are hereby reserved for the erection, burial and maintenance of gas, water, sewer, electric, television cable and telephone lines or other utilities within fifteen (20) feet from the edge of all right of ways or lot lines in such subdivision.

1.14 Any dwelling constructed on any lot of said subdivision shall meet the following requirements:

(a) If single story, dwelling constructed shall be at least 1200 square feet of living space, exclusive of basement, attic, garage, carport, porches or patios.

(b) If two story, dwelling constructed shall be at least 1400 square feet of living space, exclusive of basement, attic, garage, carport, porches or patios.

(c) No finished exterior walls of a dwelling shall have non parged cinder block, stucco, plaster, or asbestos shingles above finished grade.

1.15 All new utility lines, cable, wires and pipes for utility services shall be installed underground, with the exception that necessary transformers, meters, junction boxes and similar equipment may be located above ground at locations approved by the Architectural Review Board pursuant to Section IV of the restrictions, covenants and conditions for Barrington Place.

1.16 These restrictions shall be considered as real covenants running with the land upon any recorded subdivision plat (s) for (Barrington Place) and shall be binding upon all parties, persons, corporations, successors, and assigns in accordance with the Code of Virginia, as amended.

SECTION II ROADS AND EASEMENTS

2.1 Dedication to Public Use. The Grantor shall have the right and power and does hereby dedicate to public use:

(a) Barrington Drive to be dedicated to Public Use by Grantor in order that it may be accepted into the Virginia State Highway System and thereby be publicly maintained.

(b) The easements (s) reserved by the Grantor in this Section II which are required by a public body to be dedicated for Barrington Drive being accepted into the Virginia State Highway System.

2.2 Dedication to Subdivision Owners Use:

(a) Common Area. The designated open space as showed on the plat, will be available by developer or his assigns within the Barrington Place Subdivision which will be for the appropriated recreational use for any owner of a lot, and regarding which the Grantor reserves the right to establish and enforce any reasonable restrictions upon the use of such an area as well as to deem what recreational activities shall be considered appropriated for the area.

2.3 Regulation of Traffic and Parking: Until such time as the road is accepted for public maintenance, the Grantor shall have the right and power to place any reasonable restrictions upon the use of road, including the establishment of speed limits and regulation of parking along the road.

2.4 Maintenance. The initial construction of the road shall be paid for by and shall be completed by the developer or his assigns. Therefore and until such time as the road may be accepted into the State Highway System, the expense for the future repair, maintenance and necessary improvements will be incurred by the developer or its assigns.

2.5 Damage by or Negligence of Owner or Responsible Party: Notwithstanding any other provision of these covenants, if the Grantor, or any Owner through his own negligence or through his construction or other activity on his property causes Barrington Place Drive to be damaged, then he shall be solely and exclusively responsible for the repair of such damage without the benefit of contribution from the other Owners.

2.6 Temporary Construction Easements. The Grantor reserves unto itself, its successors and assigns, temporary, alienable easements within and across those portions of the Lots lying within the 50 feet of the centerline of Barrington Drive for construction of said road and installation of drainage facilities. This temporary easement shall terminate upon completion of said road and its acceptance into the State Highway System.

2.7 Utility, Drainage, Sight Distance, Etc. Easements. The Grantor reserves unto itself, its successors and assigns, perpetual and alienable easements and right of ways above ground and underground twenty feet (20') in width inside and along the front, side and rear Lot lines of all Lots subject to these covenants: to construct, maintain, inspect, replace and repair public water and sewer lines, pumps, etc. including (i) electric and telephone poles, wires, cables, conduits, pipes and suitable equipment for the conveyance of public water and sewer service, electricity, cable, communication and other public utilities and conveniences; (ii) for storm and surface water drainage, together with the right of ingress and egress to all such facilities and easements for the construction and maintenance thereof; (iii) to create, provide and maintain any sight distances and/or slopes required by the Virginia Department of Transportation for use and/or acceptance for public road maintenance.

2.8 Entrance to Road. Any entrance to the Road constructed by the Owner of a Lot within Barrington Place shall be constructed and maintained by the Owner pursuant to standards approved by the

Virginia Department of Transportation. If any Lot owner shall fail to meet the minimum standards of a privately constructed entrance, the Grantor shall have the right to bring such entrance into compliance with such minimum standards of the Virginia Department of Transportation for a private entrance and collect cost(s) for such work from the Owner, together with costs of collection, including reasonable attorney's fees.

SECTION III PUBLIC WATER AND SEWER REQUIREMENT

3.1 Application for Water and Sewer Connection. Each owner Lot owner in Barrington Place must submit an application with required EDU fee to the Rapidan Service Authority for connection to the Public Water and Sewer System pursuant to requirements of the Code of Greene County, Virginia.

3.2 E One Sewer System. Each lot owner in Barrington Place is responsible for maintaining E One Sewer System grinder pumps for the disposal of sewerage from residence to public force main located along the proposed public road (Barrington Drive) as indicated on the approved subdivision plat.

SECTION IV. ARCHITECTURAL REVIEW

4.1 Architectural Review. Until the sale of all the Lots by the Grantor, the Architectural Review Board ("ARB") shall consist of one or more individuals appointed by the Grantor. After the sale of all the Lots by the Grantor, or at such earlier time as the Grantor in its sole discretion may determine, as evidenced by an instrument recorded in the Clerk's Office of the Circuit Court of Greene County, Virginia, the selection of the members of the ARB shall be by the Association.

4.2 Purpose. The ARB shall regulate the development and external design, appearance, landscaping, grading, fencing, use and location of structures on Lots including other improvements thereon in such a manner to preserve and enhance values and to maintain a harmonious relationship among structures and the natural topography. No external improvements, alterations, excavations, major landscaping or other work which in any way alters the exterior of any Lot or the improvements thereon shall be made or done unless and until plans have been submitted and approved the ARB, pursuant to

Section I hereof.

4.3 Procedures. In the event the ARB fails to approve, modify or disapprove in writing a request for approval required herein within thirty (30) days after plans, specifications, or other information have been submitted in writing to ARB, approval will be deemed granted.

WITNESS the following signature and seal:

SUNNYSIDE LAND TRUST

_____(SEAL)
J. L. Morris, Trustee

STATE OF VIRGINIA
COUNTY OF GREENE, to-wit:

The foregoing instrument was acknowledged before this ____ day of _____, 2013
by J. L. Morris, Trustee of Sunnyside Land Trust.

Notary Public

My Commission Expires: _____