

Devised James C. Bruden, atty. 7/24/78

BOOK 207 PAGE 410

DECLARATION

THIS DECLARATION, Made this 6th day of June, 1978, by HAWTHORNE FARMS, INC., a Virginia corporation (hereinafter referred to as the "Owner").

WHEREAS, the Owner is the owner of certain land located near Kilmarnock, White Stone Magisterial District, Lancaster County, Virginia, which land is more clearly set forth and shown on a certain plat of survey entitled "Division Survey of the Land of Forest Hills," dated May 4, 1977, made by Charles E. Tomlin, Jr., C.L.S., duly recorded in the Clerk's Office of the Circuit Court of Lancaster County, Virginia in Deed Book 204, at Page 469 et seq., reference to which plat is hereby expressly made; and

WHEREAS, the Owner desires to sell and convey certain portions of the above described property as residential lots, which lots are set forth and designated Lots #1 - #41, inclusive, on the aforesaid plat of survey; and

WHEREAS, the Owner desires to impose certain restrictions, covenants, and conditions on the residential lots;

NOW, THEREFORE, WITNESSETH: The Owner hereby declares that Lots #1 - #41, inclusive (hereinafter referred to as "residential lots") at Forest Hills as shown on the aforesaid plat of survey shall be transferred, sold, conveyed and occupied subject to the following restrictions, covenants, and conditions, to-wit:

1. All residential lots at Forest Hills shall be used for residential purposes. No business, trade, profession or other enterprise which entails the coming and going of customers, patients, clients, or patrons shall be conducted on any lot; provided, however, anything herein contained to the contrary notwithstanding, Lot #22 may be used for the conducting of an interior design business (including, without limitation, the use of an interior design studio). No residential lot shall be resubdivided into lots of less than one (1) acre.

2. No residential lot shall be used except for the erection of one (1) private single family dwelling house (not to exceed two (2) stories in height above the grade level; viz. a basement shall not be included in computing the number of stories) together with no more than two (2) outbuildings, which may include a private garage (not to exceed two (2) cars in capacity). Provided, however, that an interior design studio may be erected on Lot #22. After the completion of the main dwelling house on the residential lot, a guest cottage (viz. a smaller dwelling used exclusively for extending the lodging accommodations of the lot owner's family or guests) may be erected thereon. A guest cottage shall be construed to be an outbuilding. Any other outbuildings shall not be used for human habitation either temporarily or permanently. The total living area of any main dwelling house, exclusive of open porches, garages, carports, and basements, shall not be less than 1,400 square feet. The ground floor living area of any multi-story dwelling house, exclusive of open porches, breezeways, patios, garages, carports, and basements, shall not be less than 1,000 square feet.

3. No public nuisance shall be committed or carried on upon any residential lot or in any structure thereon. No occupancy of any residential lot shall be permitted, or use thereof made or activity thereon conducted, which may be or become an annoyance, nuisance, or hazard to the neighborhood or impair the value of property in Forest Hills in any manner.

4. No animals, livestock, or poultry of any kind shall be kept, raised or bred on any property in Forest Hills, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. Provided, however, on any residential lot containing two (2) acres or more, not more than two (2) horses (or ponies) may be raised or bred (but not for any commercial purpose).

5. No basement, trailer, tent, garage, shack, barn or other outbuilding erected on or moved onto any residential lot at Forest Hills shall be used at any time for human habitation either temporarily or permanently; provided, however, that this restriction shall not be construed to prevent the use of a basement for human

residence constructed or erected in compliance with the restrictions, covenants, and conditions set forth in this declaration. No house trailer, mobile home, or shack shall at any time be parked or placed upon any residential lot, nor upon the road serving the same; provided, however, that this restriction shall not be construed to prevent the storage upon the property of a trailer in use by an independent contractor in the course of erecting a dwelling.

6. No building, fence, wall, or other structure shall be constructed, erected, or maintained in any residential lot, nor shall any addition thereto or change or alteration therein be made until plans and specifications (including without limitation plot plan and grading plan) shall have been submitted to and approved in writing by G. C. Dawson or his or an Architectural Committee appointed by him or his successors and assigns for the purpose of reviewing plans and specifications hereunder. In the event that G. C. Dawson, his successors and assigns, or an Architectural Committee, whichever the case may be, shall fail to approve or disapprove any plans or specifications within sixty (60) days after the submission thereof, or if no suit to enjoin the erection of such structure has been commenced prior to the completion thereof, then approval hereunder shall not be required.

7. No sign may be placed or displayed on any residential lot except one (1) each of any of the following: (a) a sign advertising the property for sale, (b) a sign displayed by a builder or contractor during construction, and (c) a sign indicating the names of the property owners. In no case shall a sign exceed four (4) square feet in area.

8. All residential dwellings shall have indoor plumbing. No individual sewerage disposal system shall be permitted on any residential lot unless the system shall be located and constructed in accordance with the requirements of all public health and other authorities having jurisdiction over the system.

9. No dwelling, garage, or outbuilding shall be erected or placed on any residential lot closer than fifty (50) feet to the street or road on which the residential lot fronts, nor closer than twenty-five (25) feet to any side or rear line of the residential lot.

10. Easements for the installation and maintenance of utilities and drainage facilities are expressly reserved over the front, rear, and side ten (10) foot strips of each residential lot. The right is also reserved by the Owner to grant such additional easements as may be necessary for utility services and drainage purposes.

11. No fence or hedge shall be erected or maintained on any residential lot which shall unreasonably restrict or block the view from another residential lot or which shall materially impair the continuity of the general landscaping plan of Forest Hills. Further, no fence or hedge shall be erected or maintained which shall exceed four (4) feet in height.

12. All residential lots shall be served by the central water system for Forest Hills, and no individual well shall be permitted on any residential lot.

13. No part of any residential lot shall be used or maintained as a dumping site for rubbish, trash, garbage, or other waste. All rubbish, trash, garbage or other waste shall be kept in sanitary containers.

14. The restrictions, covenants, and conditions set forth herein shall run with the land and shall be binding for twenty-five (25) years from the date hereof, after which time such restrictions, covenants, and conditions shall be automatically renewed for successive ten (10) year periods, unless cancelled, altered, or modified by a written declaration executed and recorded in the Clerk's Office of the Circuit Court of Lancaster County by the owners of residential lots constituting two-thirds (2/3) of all residential lots then constituting Forest Hills.

15. If any of the restrictions, covenants, and conditions herein contained shall be violated or attempted to be violated, the Owner, G. C. Dawson (or his successors and assigns) any individual owner or owners of property in Forest Hills, or the Architectural Committee, shall have the right to institute proceedings at law or in equity against the person or persons violating or attempting to violate the same, either to enjoin and restrain such violation, or attempt to recover damages therefor.

16. Invalidation of any one or more of these restrictions, covenants, and conditions by judgment, decree or other court order shall not in any way affect any other restriction, covenant, or condition herein contained, which shall remain in full force and effect.

WITNESS the following corporate signature:

HAWTHORNE FARMS, INC.

By: G. C. Dawson
President

ATTEST:

James C. Breiden
Asst. Secretary

STATE OF VIRGINIA,

CITY/COUNTY OF LANCASTER

, to-wit:

The foregoing instrument was acknowledged before me this 28th
day of June, 1978, by J. C. Dawson President
and James C. Breiden Dist. Sec. and
_____, respectively, of HAWTHORNE FARMS, INC.

My commission expires: May 26, 1980

James C. Dawson
Notary Public

VIRGINIA, to-wit:

In the Clerk's Office of the Circuit Court of Lancaster
County, the 28th day of June, 1978, the
foregoing writing was presented and with certificate
on next, admitted to record at 1:20 o'clock P.M.
Tester:

Rebecca N. Quinn, Clerk - Dep. Clerk