

**RESTRICTIVE COVENANTS
BRENDRIDGE SUBDIVISION**

ALL LOTS IN BRENDRIDGE SUBDIVISION shall be subject to the following covenants, restrictions, and reservations that shall be deemed covenants running with the land.

1. No lot shall be used except for residential purposes. This covenant shall not be construed to preclude the use of any land for a private swimming pool or family recreation purposes.
2. No lot, or portion thereof, nor any buildings, including out-buildings, or structures, or any improvements placed, erected or permitted to remain thereon, shall be used in any manner as to constitute a nuisance, or used in any manner as to endanger the lives, health and comfort of, or unreasonably disturb the peace or quiet of any owner or occupant of adjoining property in the neighborhood.
 - A. Only post and rail fence of a durable material shall be built on property boundary lines.
 - B. All other fences on the interior of lot shall be approved in writing by J.B.C. Developers, Inc., or its appointee.
3. No minibikes, trail bikes or snowmobiles shall be ridden on public right-of-ways unless licensed to do so.
4. No lot or any portion thereof shall be used or maintained as a dumping or storage ground for rubbish, trash, garbage, or refuse. All waste material shall be kept temporarily in a storage room, or area, screened by appropriate planting or otherwise, and shall be kept in sanitary containers.
5. No structure of a temporary character, trailer, basement, tent, shack, garage, or other outbuilding shall be used or kept on any lot at any time as a residence, either temporarily or permanently.
6. All lots, improved or unimproved, shall be maintained in a neat and sightly manner at all times. If not so maintained by the owner, J.B.C. Developers, Inc., or its appointee, may have any such lot mowed and/or cleaned up at the cost of the owner of the lot.
7. J.B.C. Developers, Inc., for itself and its assigns, reserves easements or rights of way, together with the right to grant the same to utility companies, over and under the roads and outlet easements, and a strip of ground ten feet in width along the roads, outlet easements and front, rear and side outlines of said lots, for the purpose of installation or maintenance of public utilities, including but not limited to gas, water, electricity, telephone and sewerage and any appurtenances to the supply lines thereof, including guy wires, transformers, meters, etc., by overhead distribution lines or underground installation including the right to remove and/or trim trees, shrubs, or plants. This reservation is for the purpose of providing for the practical installation of such utilities as when a public authority or utility company may serve said lots.
8. No lot shall be resubdivided for a period of 15 years, without the written consent of J.B.C. Developers, Inc., or its appointee.

9. All plans for construction and location of buildings, houses, detached garages, any signs, etc. on any lots shall be submitted to J.B.C. Developers, Inc. before construction or installation may commence. All dwellings shall have ground floor area, exclusive of porches, garages and basements as follows: Rambler, 1600 square feet; two story, 2000 square feet or 1600 square feet with attached two (2) car garage. Exterior design and material shall also be subject of approval. If said plans and location are not disapproved in writing by J.B.C. Developers, Inc., or its appointee within 30 days, then said plans shall be deemed to have been approved.
10. These covenants shall run with the land and shall be binding on the grantees and all persons claiming under them until January 1, 2000 after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by two-thirds of the then owners of the lots in BrenRidge has been recorded agreeing to change said covenants in whole or in part.
11. Any one of these restrictions may be released in part or in full and be modified and/or changed by the sole act of J.B.C. Developers, Inc., or its appointee.
12. J.B.C. Developers, Inc., or its appointee, may grant a variance to any of the covenants or restrictions herein before set forth as to any lot or lots.
13. The septic system shall be installed in complete compliance with Culpeper County Health Department and in the areas located on the final subdivision plat. Minimum construction shall consist of:
- A. All subsurface drainfields for individuals sewage disposal systems shall be located on each lot as shown on permits issued by Prince William County Health Department.
14. Driveway entrances must be installed after streets and drainage structures are on grade. All driveway entrances will be designed and installed to standards at least equal to the requirements of the Virginia Department of Highways for private driveway entrances.
15. Lot owners will be responsible and shall correct immediately any erosion problems caused by construction of improvements on their property, as well as damage caused by the owner, contractor, or employee to any pavement, shoulders, ditches, culverts, or any other structure in any street. If the corrections made are not in accordance with the Virginia Department of Transportation standards, J.B.C. Developers, Inc., will have necessary corrections at the lot owner's expense.
16. During construction of improvements, mud or debris tracked onto any street from any lots shall be removed immediately by the owner of such lot, and, if not so done, J.B.C. Developers, Inc., or its appointee, may have mud and debris removed and the cost of such removal, if not paid on demand, shall be a lien on the land.
17. During construction of improvements, it is required that all trash be removed on a daily basis to keep the subdivision from becoming unsightly.

18. Any cost, expense or charge incurred by J.B.C. Developers, Inc., or its appointee, in the enforcement of any of the covenants, restrictions and reservations, shall constitute a lien on the land of the landowner violating any of these covenants and/or restrictions, subordinate only to any first deeds of trust placed on the lot or lots at any time.
19. There shall be no signs displayed in this development whatsoever, except by the developer or with its written permission unless under four (4) square feet.
20. There shall be no parking on the streets, shoulders, ditches or grass areas at any time.
21. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect the validity of the other provisions which shall remain in full force and effect.
22. All utilities including, but not limited to, electricity, telephone, gas, water, and sewage within the confines of any lots or parcel of land shall be located underground, except that electricity transmission service in the dedication street may be placed overhead at the sole and absolute discretion of J.B.C. Developers, Inc., or its appointee.
23. Dwelling must be completed within twelve (12) months of date of issuance of the building permit for that particular lot.
24. Each lot owner shall be a member of the BrenRidge Subdivision Homeowners Association and shall be subject to the rules, regulations and by-laws of the Association.