

THIS DECLARATION OF RESTRICTIONS made this 28th day of May, 1992, by JEFFERSON HOMEBUILDERS, INC., a Virginia corporation, hereinafter referred to as "Declarant".

WHEREAS, the Declarant is the sole owner and proprietor of certain lots or parcels of land situated, lying and being on the east side of Route 29, in Cedar Mountain Magisterial District, Culpeper County, Virginia, and being designated as Lots 1 through 44, inclusive, Merrimac South, as more accurately shown by survey of James G. Butler, Jr., CLS, dated March 1, 1991, a plat of which is recorded in Plat Cabinet 2, Slides 301 through 303.

WHEREAS, Declarant desires to dedicate the lots, easements and streets in accordance with the plat and to impose upon such lots, certain restrictions, covenants and conditions as set forth herein and to be deemed covenants running with the land.

NOW, THEREFORE, WITNESSETH: That for and in consideration of the premises aforesaid, Declarant, as sole owner of the hereinafter described property, does hereby subdivide and dedicate Lots 1 through 44, inclusive, Merrimac South, the metes and bounds of which are more accurately shown by survey of James G. Butler, Jr., CLS, dated March 1, 1991, and recorded in Plat Cabinet 2, Slides 301 through 303, subject to the following restrictions, covenants and conditions which shall run with the lots. Declarant does further dedicate all streets shown on the aforesaid plat of survey to the use of the public as public streets, and does further create and reserve all easements shown on the aforesaid plat of survey.

RESTRICTIONS, COVENANTS AND CONDITIONS

1. Declarant reserves unto itself, its successors or assigns, the right to erect and maintain telephone and electric light poles, conduits, equipment, sewer, gas and water lines, or to grant easements or rights of way therefor, with the right of ingress and egress for the purpose of erection or maintenance on, over, or under a strip of land fifteen (15) feet wide along all lot lines. Declarant further reserves the right to install, repair and maintain drainage and water facilities within the easement areas designated on the plat.

2. The said land or any portion shall be used for residential purposes only. No trade or business pursuit shall be permitted except home occupations as provided in the Zoning Ordinance of the County of Culpeper, which shall not use any signs or off-site parking.

3. Not more than one single family dwelling shall be erected upon any lot as shown on the plat of this land. Each dwelling, exclusive of porches, terraces, garages, and unfinished basements, shall be of not less than 1,000 square feet of livable floor area in the case of a one-story structure, not less than 1,400 square feet of livable floor area in the case of a two (2) story structure, or split level structures. In any event, no structure shall be more than two and one-half (2 1/2) stories. All exterior designs of any buildings to be constructed are subject to approval by the Architectural Control Committee, appointed by Jefferson Homebuilders, Inc., as to quality of workmanship and

materials, harmony of external design with existing structures, an  
landscape, 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. In the event the  
Committee fails to approve or disapprove within thirty (30) days  
from the submission of plans and specifications to it, such plans  
and specifications shall be deemed to be approved.

The selection of the building contractor to construct any  
building or structure on any lot in the aforesaid subdivision must  
be approved by the Committee. The building contractor must be able  
to submit evidence of his general competence, bonding capacity,  
licensing by the State of Virginia, and financial condition.  
Approval of the building contract must not be unreasonably  
withheld.

4. No structure 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. Any improvement or improvements erected or to be  
erected must be fully complete on all exterior portions within one  
year from the date of the issuance of the building permit by the  
applicable county authority.

5. No lot herein dedicated shall be further subdivided  
except that, should the owners of three adjoining lots desire to  
partition their three lots into two building lots, they shall have

the right to do so, in which event no more than one dwelling shall be erected on either of the two lots resulting. This restriction shall not prevent a bona fide boundary adjustment between adjoining lot owners where no additional lot is thereby created.

6. No noxious or offensive activity shall be carried on upon any residential lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No trucks over three-fourth ton may be parked on streets or lots overnight.

7. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by builders to advertise the property during construction and sales period.

8. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in clean and sanitary conditions. Neither shall any building material be stored on any of the said lots for a period of greater than four months prior to the starting of approved construction on such lots. Trash, leaves and other similar material shall not be burned on any lot.

9. Dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes. No other animals, livestock or poultry of any kind shall

be raised, bred, or kept on any lot.

10. No individual water supply system shall be permitted on any lot without the express written consent of Declarant. Declarant agrees to provide and the owner of each lot shall be required to obtain water for domestic use on said lot from well lots retained by Declarant. Declarant shall have the right to meter the water usage for each lot, and each lot owner agrees to pay for such usage based on the prevailing rate established by the Town of Culpeper for county residents, with a minimum monthly payment of \$10.00. The minimum monthly payment of \$10.00 shall apply to each lot after transfer from Declarant, regardless of whether the lot has been connected to the water system. All water lines and related facilities shall remain the property of the Declarant, which shall maintain the same, at its expense, in good repair, except that each lot owner shall be solely responsible for maintenance and repair of any line which serves only one dwelling. Declarant reserves the right to sell, convey or otherwise dispose of the well lots, water lines and facilities pertaining to the supply of water to any person or entity and upon such sale, conveyance or disposition Declarant's duties and obligations hereunder shall cease. Declarant further reserves the right to provide water from the well lots to other consumers not located within Merrimac South.

11. No abandoned cars, unoccupied or occupied trailers with the exception of a functional but unoccupied camping trailer or recreational vehicle, nor any other materials shall be allowed

to accumulate in open view from any direction, and hobbies or repair work involving automobiles or other vehicles must be accomplished under cover of the dwelling, garage, or approved barn or outbuilding.

12. No fence, wall, tree, hedge or shrub planting shall be erected or maintained in such a manner as to obstruct sight lines for vehicular traffic. No fences may be constructed in the front yard of any lot. All fences, walls or enclosures must be approved by the Architectural Control Committee as to location, material, color and design. Any fence or wall built on any of the lots shall be maintained in a proper manner so as not to detract from the value and desirability of surrounding property. No structure or obstruction shall be permitted within the street sight easements as designated on the plat.

13. Nothing herein is to be construed to prevent the Declarant from placing further covenants or easements on any lot in said subdivision which shall not have already been conveyed by them.

14. Declarant reserve the right to revise, alter and amend any one or more of the above provisions as to any unsold lot.

15. If the owner of any lot shall violate or attempt to violate any of the covenants herein, it shall be lawful for Declarant or any other lot owner within the subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, either to prevent him from doing so or to recover damages for such

violation, including costs and attorney's fees.

16. Invalidation of any easement, covenant, restriction, shall in no way affect the validity of any other provision.

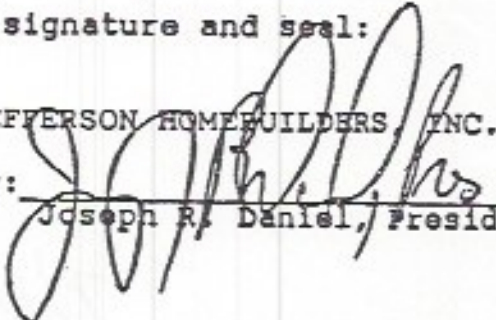
Failure to proceed to enforce any provision hereof shall in no way constitute a waiver of any rights with respect thereto nor constitute precedent for any subsequent circumstances.

17. These conditions and restrictions shall be binding for a period of ten years from date hereof and shall be automatically extended for successive periods of ten years unless at any time by signature of two-thirds of the then owners of the lots these conditions and restrictions are modified or abandoned.

18. It is expressly understood that Open Space "A", Open Space "B", Well Lot "A", Well Lot "B", Well Lot "C" and the Water Storage Lot shown on the aforesaid plat of survey are retained by Declarant free of restrictions, covenants or conditions.

WITNESS the following signature and seal:

JEFFERSON HOMEBUILDERS, INC.

By:  (SEAL)  
Joseph R. Daniel, President

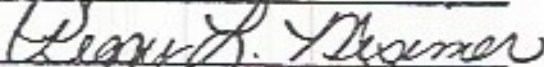
STATE OF VIRGINIA,

COUNTY OF CULPEPER, to-wit:

The foregoing instrument was signed and acknowledged before me this the 28th day of May, 1992, by Joseph R. Daniel, President of Jefferson Homebuilders, Inc., a Virginia corporation.

My commission expires:

6/13/93

  
Notary Public