

000001593

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**DEED OF DEDICATION AND RESTRICTIVE COVENANTS OF  
TERRY'S RUN ESTATES, SECTION NUMBER 3**

This Deed of Dedication and Restrictive Covenants of Section Number 3 of Terry's Run Estates, is made and entered into this 8<sup>th</sup> day of March, 2000, by Terry's Run, L. C., a Virginia corporation, hereinafter referred to as "Owner" and/or "Declarant."

WHEREAS, Terry's Run, L. C. is the owner of a certain tract or parcel of land lying and situate in the Taylor District of Orange County, Virginia, containing 202.53758 acres, and being described as "Section Number 3 of Terry's Run Estates" on a plat of survey by Stearns L. Coleman, L.S., P.C., dated July 1, 1999, and recorded in Plat Cabinet \_\_\_\_, Slots \_\_\_\_\_ of the land records of Orange County, Virginia; and,

WHEREAS, Owner wishes to state the Deed of Dedication and Restrictive Covenants of Terry's Run Estates, Section Number 3 as set forth below:

**RESTRICTIVE COVENANTS**

**Residential/Agricultural Use:** Lots shall be restricted to residential, agricultural, forestry and green space uses only. No confined livestock feeding operations, swine operations or commercial poultry operations shall be permitted, provided, however, that nothing contained in this paragraph shall restrict the landowner from ownership of domestic and/or farm animals for personal use and pleasure. The Reserved Area of Lots 1 through 29 as shown on the aforesaid plat are reserved for agricultural, forestry and recreational uses only. The aforesaid land shall not be further subdivided or developed, and each lot owner agrees that this reservation is binding upon the owner's heirs, successors and assigns. This reservation shall neither prohibit a lot owner from erecting fencing upon the lot, nor a well and/or drainfield within the reserved area, provided that said well and/or drainfield services the unrestricted portion of the owner's lot. No lot herein shall be further subdivided; provided, however, that this restriction shall not prohibit boundary line adjustments between adjoining property owners.

- 2. **Indian Trace Trail/Old Mill Road:** Owner reserves the right to grant privileges, easements, rights-of-way, and franchises, over and upon Indian Trace Trail and Old Mill Road, and across all lots for the access to property both within and outside Section 3 of

Orange County Clerks Office  
Plat Recorded in  
Plat Cabinet H Slot 169, 170, 171, 172, 173, 174

RETURNED  
MAR 24 2000

TO  
Shackelford, Homenberger, Thomas,  
Willis & Gregg  
Post Office Box 871  
Orange, Virginia 22960

Terry's Run Estates, and for the construction, maintenance and repair of utilities, in accordance with roadway and easement lines shown upon the plat of dedication.

3. **Trailers/Temporary Structures/Accessory Structures:** No single or double wide mobile/manufactured homes are permitted. While temporary structures may be permitted for the storage of materials during construction, such structure shall at no time be used as living quarters. Improvements upon the property shall be limited to one residential structure with accessory and farm buildings. Barns, stables, green houses, garages and other outbuildings will be permitted, provided that plan for such construction are aesthetically pleasing and in keeping with the appearance of the main residence. Any building constructed upon the premises shall be kept in good repair and appearance.
4. **Completion of Exterior:** The exterior of all residences and other permanent structures in the community shall be completed within twelve (12) months after commencement of the construction, except where completions are impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergencies or natural calamities. All dwellings must be constructed upon a permanent foundation constructed of brick, stone, brick imprinted poured concrete or treated timbers. Foundations of cinder block shall be parged or painted to blend with the color of the exterior siding of the structure.
5. **Size/Location of Structures:** Single level dwellings shall be a minimum of 1100 square feet of living area. Two level dwelling units shall contain a minimum of 1500 square feet of living area. Basements and garages shall not be included in square foot calculations. No residence or other permanent structure shall be located on a lot any closer than thirty-five (35) feet from the front lot line, or nearer than twenty (20) feet from a side lot line, or thirty-five (35) feet from a rear lot line.
6. **Prohibited Conduct:** No unsightly and/or odoriferous debris, rubbish, trash or materials of any kind which constitute a nuisance shall be permitted to exist on any lot. All buildings, fences, shrubs, trees, yards and pastures shall be maintained in such a manner as to prevent their becoming unsightly by reason of disrepair of structures, disrepair of personal property, or the accumulation of rubbish. No building material shall be stored on any of the said lots for a period greater than four (4) months prior to the starting of construction on such lot. No vehicle of any kind shall be located in sight on any lot unless it displays a current license plate and inspection sticker.

7. **Entrances/Public Access:** No lot owner, or any combination of any lot owners, shall dedicate any part of his lot(s) as a public street, nor shall any lot or lots be used as a roadway for access to any property lying outside the boundaries of the subdivision without prior written consent of Owner. All driveway entrances shall be constructed in accordance with the Virginia Department of Transportation standards for driveway entrances.
8. **Sewage Disposal:** Prior to occupancy of a residence of any lot in the community, proper and suitable provisions shall be made for the disposal of sewage by means of a septic tank or tanks constructed for off-site sewage disposal in accordance with requirements of the Orange County Health Department. All sewage shall be emptied or discharged into such tanks. No sewage shall be emptied or discharged upon any lot .
9. **Vehicle Storage:** No junk cars, trucks, busses or other vehicles, either motorized or non-motorized shall be permitted to be stored on any lot unless suitably housed in a garage or other building. Camping vehicles, recreational vehicles, horse trailers, boats, farm and garden implements and other similar equipment and/or chattels may be stored on the lot provided that they are screened from public view as much as is reasonably possible. All such equipment shall be kept in good working order and stored in a neat and orderly manner at all times.

#### PRIVATE ROADS

10. **Private Roadway:** The 50' rights of way shown on the said plat shall be for the construction and maintenance of private roadways (Indian Trace Trail and Old Mill Road) for use by lots 1 through 29, and is not hereby dedicated to public use. Each of lots 1 through 29 shall front on Indian Trace Trail and/or Old Mill Road, and each lot shall use Indian Trace Trail and/or Old Mill Road as the sole access to the lot. Owner shall maintain the roadway until 70% of the lots have been sold. Thereafter, maintenance shall be the responsibility of the lot owners. Each lot owner obligates himself and his successors in title to pay an annual fee in the amount of One Hundred Fifty Dollars (\$150.00) for road maintenance. The Declarant shall be excluded from this fee. Said payments shall begin with the formal organization of a lot owners' Road Maintenance Committee.

11. **Maintenance Standard:** Said roadways shall be maintained by Owner initially, and, pursuant to Paragraph 10, by lot owners so as to be "all weather" roadways, passable by two-wheel drive vehicles in all reasonably anticipated weather conditions. Nothing herein shall require the lot owners to upgrade the ditching and/or surface of the road without the unanimous consent of all lot owners.
12. **Maintenance by Owners:** Neither the County of Orange nor the Commonwealth of Virginia shall be responsible for maintenance of the private roads.

**MISCELLANEOUS**

13. **Binding Effect:** Except as provided in Paragraph 14, these covenants shall be binding on all owners of lots 1 through 29 at Terry's Run Estates, Section 3, their heirs, successors and assigns, and accrue to the benefit of the lot owners. The foregoing restrictions shall remain in full force and effect for a period of twenty (20) years from the date of this Deed of Dedication, and unless altered, modified or abolished by recorded writing executed by the owners of two-thirds (2/3) of the lots herein dedicated, they shall be automatically renewed for five year terms each five years thereafter, provided, however, that there shall be no alteration, modification or abolishment of Paragraphs 1, 6, 7 or 8 of this Deed of Dedication without the written approval of the County of Orange, Virginia.
14. **Modification by Owner:** The provisions of Paragraph 13 above notwithstanding, Owner reserves the right, in its sole discretion, to amend or rescind any restriction herein until such time as eighty percent (80%) of the lots have been sold. After eighty percent (80%) of the lots have been sold, Owner reserves the right to amend the restrictive covenants with the concurrence of one-half (1/2) of the lot owners within the community.
15. **Enforcement of Restrictive Covenants:** In the event of a violation or breach of any of the restrictive covenants set forth in this Declaration, any lot owner or owners shall have the right to proceed at law or in equity to compel compliance with the terms and conditions hereof, and to prevent the violation or breach of any restrictive covenant. The failure of any party so entitled to enforce any restrictive covenant, however long such failure continues, shall not be deemed a waiver of the right to do so thereafter as to a breach occurring prior to or subsequent thereto, and shall not bar or affect the enforceability of the these covenants. Should one or more of the covenants be deemed

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invalid, such declaration of invalidity shall not affect the remaining restrictive covenants, but shall remain in full force and effect.

WITNESS following signature and seal this 8<sup>th</sup> day of March, 2000.

TERRY'S RUN, L. C.

By: [Signature] (SEAL)  
MATTHEW E. DUKE, Managing Member

STATE OF VIRGINIA  
County of Orange, to-wit:

The foregoing instrument was subscribed and sworn before me this 8<sup>th</sup> day of March, 2000, by Matthew E. Duke as Managing Member of Terry's Run, L. C.

[Signature]  
Notary Public

My Commission Expires: 7-31-00

duke/terryrun/rest cov -- sec 3

I was commissioned  
as Torie S. Wilkins.

INSTRUMENT #000001593  
RECORDED IN THE CLERK'S OFFICE OF  
ORANGE ON  
MARCH 9, 2000 AT 09:03AM  
LINDA S. TIMMONS, CLERK

BY: [Signature] (DC)