

050005223

THIS DECLARATION OF RESTRICTIVE COVENANTS FOR THE SUBDIVISION KNOW AS "KUBE ESTATES" AND ROAD MAINTENANCE AGREEMENT, made this the 12th day of May, 2005 by Joseph A. Kube, Trustee of the Howard J. Kube Trust, hereinafter referred to as "OWNER", Grantor;

WITNESSETH:

WHEREAS by deed recorded in the Clerk's office of the Circuit Court of Orange, Virginia as instrument number 030002657 on March 18, 2003, the Owner acquired certain real estate lying in Taylor Magisterial District, Orange County, Virginia approximately one-half mile east of Nasons on the east side of State Highway 600; and

WHEREAS, Owner has created a plan of subdivision for said property in accordance with the Orange County Zoning Ordinances, which subdivision shall be known as Section 2 "Kube Estates" as show on Plat of survey dated February 22, 2005 made by Benchmark Land Surveyors, attached hereto and recorded herewith; and

WHEREAS, Owner, for the protection of the lots within the subdivision and the benefit of the purchasers thereof, desires to impose restrictive covenants upon such lots, which restrictive covenants shall run with the land; and

WHEREAS, the existing road will be used as the easement of right of way giving access to the lots within the subdivision, which existing road easement of right of way is known as "50' R/W Easement" and is shown on the foresaid plat, shall be a private roadway not dedicated to public use; and

WHEREAS, Owner desires as a part of these restrictive covenants to provide for an orderly means of ownership and maintenance of that portion of the "50' R/W Easement" as shown on the aforesaid plat.

NOW, THEREFORE, THIS DECLARATION OF RESTRICTIVE COVENANTS FURTHER WITNESSETH:

1. LAND USE AND BUILDING TYPE. Said lots in subdivision are designated as residential/agricultural lots and only one single-family residential dwelling per lot as platted is permitted.

The ground floor area of the main structure, exclusive of one story open porches and garages, shall not be less than 1800 square feet for a one-story dwelling, excluding square footage in the basement. For a two-story dwelling, the ground floor area, exclusive of one-story open porches and garages, shall not be less than 1200 square feet.

Double wide modular homes may be installed or erected on the property provided they are permanently installed on solid foundations. Single wide mobile or modular homes and double wide mobile homes are expressly prohibited.

No structure of a temporary character including, but not limited to, camping trailers, house trailers, or tents shall be permitted or used on any lot or other area within the subdivision any time as a residence. (This specifically means no one can occupy camping trailers as a residence, however, they can be parked).

✓ Joseph Kube
Orange, VA 22960

Plat Recorded in
Plat Cabinet K Slot 196

2. No lots may be subdivided without the permission of the Orange County Zoning Commission. A boundary adjustment between lot owners is permitted, in which case the total acreage of adjustment will conform to the Orange County Zoning Commission.
3. EASEMENTS. Easements for installation and maintenance of public utilities 15 feet wide are reserved along the 50' R/W easement as shown on the recorded plat. No structure is to be built upon any part of said easements.
4. All signs, billboards, or advertising structures of any kind are prohibited except "for sale" or identification signs.
5. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood and subdivision.
6. LIVESTOCK AND ANIMALS. Agricultural use shall be restricted to: Horses and cattle, with a total of no more than one head per acre. Sheep and goats, with a total of no more than three head per acre. Chicken and other fowl, with no more than two dozen per lot, all of which must be confined in an enclosed area of at least 100 feet from any property line. No swine shall be allowed on any lot. No commercial kennels shall be allowed on any lot. The growing and harvesting of crops, hay, grapes, berries, fruits and vegetables within the subdivision is allowed.
7. UNLICENSED VEHICLES. No unlicensed vehicle, partially wrecked or junk motor vehicles can be stored on any lot, unless stored in an enclosed garage or storage building.
8. TRASH AND GARBAGE. No lot shall be used or maintained as a dumping ground for rubbish, trash garbage or other waste matter. Rubbish, trash, garbage or other waste matter shall not be kept except in sanitary containers. All equipment for the storage or disposal of such waste matter must be kept in a clean and sanitary condition.
9. ROADWAY MAINTENANCE OF "50' R/W EASEMENT" as shown on plat of subdivision shall be used, maintained and held as follows:
 - a. Maintenance of such roadway shall be the responsibility of the Kube Estates Property Owners Association, a nonprofit, unincorporated association, controlled by the laws of Virginia pertaining to unincorporated associations. After 2 lots have sold in the Kube Estates Subdivision a property owners association may be activated by any lot owner by giving each lot owner 10 days written notice of the first meeting of the lot owners to be held at any location in Orange County, Virginia.
 - b. The Association shall be governed by three directors which directors shall be members of the Association. For the directors, the member of the Association shall choose one as president and one as secretary-treasurer. The Association may establish bylaws pertaining to its operation, provided, however, that nothing in such bylaws shall be inconsistent with these restrictive covenants.
 - c. Each lot owner accepting a deed to any lot in the Kube Estates Subdivision which abuts the 50' R/W Easement as shown on the aforesaid plat shall thereby become a member of the Association, and subject to the restrictive covenants pertaining the Kube Estates

Subdivision. The term "lot owner" as used herein shall refer to the collective ownership of each lot of the Kube Estates Subdivision, but shall not include the trustees, mortgagees or beneficiaries of any "security trust" as defined by the Code of Virginia.

d. Each lot owner shall have one vote in the affairs of the Association for each lot owned by such lot owner. When Owner, Grantor, no longer owns any lot in the subdivision abutting the 50' R/W Easement, he shall have no further responsibility obligation or liability for the upkeep or maintenance of the 50' R/W Easement.

e. Each lot owner shall pay annual dues to the Association of \$150.00 per year beginning January 1, following the year in which the lot is purchased and is to be paid to Joseph A. Kube, Trustee, until an association can be formed. The dues shall be used to maintain and improve the 50' R/W Easement as shown on the aforesaid plat. The Association may impose an additional assessment on each lot owner for the purpose of raising funds for the maintenance of the 50' R/W Easement as shown on the aforesaid plat. Dues shall be held in an escrow account by Joseph A. Kube, Trustee and expended for the upkeep of said road and any dues not expended shall be turned over to the Association by Joseph A. Kube, Trustee, to the duly elected Treasurer of the Association.

f. That portion of the 50' R/W Easement as shown on the aforesaid plat shall be for the joint use of the owners of the lots in Kube Estates Subdivision only and for the purpose of ingress and egress to lots in said subdivision.

g. That in the event individual lot owners fails to pay the annual dues assessed against their respective lots or any portion thereof or fails to pay any special assessment authorized by the properly exercised authority of the Association, said Association shall have the power to obtain a civil judgment for money damages against each of the registered lot owners thus in default in any court of competent jurisdiction. The Association shall thereafter have the authority to collect such judgments upon such basis as the Association shall deem in the best interest of the homeowners of the Kube Estates Subdivision, provided however, that in no event shall such judgment constitute a lien upon or against any of the lots of the Kube Estates Subdivision, it being the purpose of this provision to limit the Association to personal action against the individual lot owners and to deny the Association a lien against the real estate itself.

h. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 5 years from the date of these covenants, after which time said covenants shall be automatically extended for successive period of five years unless an instrument signed by a majority of the owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

WITNESS the following signatures and seals:

Joseph A. Kube, Trustee (SEAL)
Joseph A. Kube, Trustee

STATE OF VIRGINIA County of Orange

The foregoing instrument was acknowledged before me this

12th day of May, 2005 by Joseph A. Kube, Trustee

Brenda R. Morris
Notary Public
My commission expires 5-31-07

INSTRUMENT #050005223
RECORDED IN THE CLERK'S OFFICE OF
ORANGE ON
MAY 12, 2005 AT 09:18AM
LINDA S. TIMMONS, CLERK

RECORDED BY: TTC