

WARFIELD ACRES
Red Oak District, Brunswick County, Virginia

THIS DECLARATION, Made this 10th day of January, 2008 by Ronald H. Gordon, Jr. & James C. Gordon (Declarants).

Declarants are the owners in fee simple of those 8 lots or parcels designated as Lots 1 through 8 of Warfield Acres (the "Lots") as shown on a plat entitled Warfield Acres, being 8 lots totaling 8.368 acres at the south west corner of the Intersection of Route 643 & U. S. Route 1, in Red Oak District, Brunswick County, Virginia.

For the purpose of creating and maintaining a general scheme of development for Warfield Acres and for the purpose of protecting the value and desirability of the lots, the Declarants desire that the lots shall be subject to the covenants, conditions, restrictions, reservations and limitations as hereinafter set forth.

NOW, THEREFORE. Declarants for themselves, their successors and assigns, hereby declare that all of the lots shall be held, sold and conveyed subject to the covenants, conditions, restrictions, reservations and limitations hereinafter set forth.

1. No single wide house trailers, shacks, tents or temporary dwellings of any kind whatsoever shall be erected, placed or maintained on any lot.
2. No cows, pigs, chickens or other animals that may be offensive or of any annoyance or nuisance to the neighborhood shall be allowed, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose and do not become offensive or an annoyance or nuisance to the neighborhood.
3. No noxious or offensive trade or activity shall be permitted or allowed to remain on any lot or portion thereof and no use shall be made thereof which will constitute a nuisance or injure the value of the neighboring lots.
4. No motor vehicles, including trailers or "junk cars" which do not have a valid inspection sticker and license to permit its operation upon the highways of the State of Virginia, shall be allowed to remain on any lot for longer than sixty (60) days, unless it is parked in a garage or enclosed carport.
5. In the event of a violation or breach or any of the covenants, restrictions, conditions or limitations contained herein by any lot owner or agent, heir or assign of such owner, any owner or owners of a lot or lots, jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms thereof to prevent the violation or breach and to recover damages for such violation or breach.

6. Should any covenant, restriction, condition, reservation or limitation herein contained, or any part thereof, be declared to be void, invalid, illegal or unenforceable for any reason, by the judgment of any court or other provision, or part thereof of these covenants, restrictions, reservations and limitations, which are to be severable and which shall remain in full force and effect.

7. These protective covenants, restrictions, conditions and limitations may be amended at any time by a properly recorded agreement of the owner or owners of not less than seventy-five percent (75%) of the lots; provided however that Declarants shall have the right to alter, amend, waive or otherwise modify any or all of such covenants, restrictions, conditions and limitations as to any lot(s) then owned by them.