

Tax Map Nos. 86-((A))-34 and 86-(4)-1-R  
Return to: Alicia Westerfield  
15170 Hoffman Lane  
Culpeper, VA 22701

THIS DEED OF DIVISION, DEDICATION AND DECLARATION made and entered into this 14 day of January, 2005, by JANE M. HARTWICK, as party of the first part, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Jane M. Hartwick is the owner of certain tracts of land transferred to her by deed dated January 15, 2002, and recorded among the land records of Spotsylvania County, Virginia, at Deed Book 2100, Page 667, which tracts are located on State Route 658 in the Berkeley District of Spotsylvania County, Virginia, and is identified as Tax Map Parcels 86-((A))-34 and 86-(4)-1-R; and

WHEREAS, the Declarant wishes to divide the current lot 86-((A))-34 into Parcels A, B, C, and Residue as is more particularly described and set forth on Plat prepared by James N. Taylor, Jr., Land Surveyor, dated November 5, 2004, a Plat of which is attached hereto and made a part hereof (hereinafter "Plat"); and

WHEREAS, it is the desire of Declarant to create and reserve for the use of Lot 86-(4)-1-R and Parcels A, B, C, and the Residue of Lot 86-((A))-34 created herein the 75' road easement as set forth on the above referenced Plat for ingress and egress by said lots and for the installation of utilities to serve said lots including, but not limited to, electric, telephone, gas and cable T.V.; and

WHEREAS, it is the desire of Declarant to place certain protective covenants upon Lot 86-(4)-1-R and Parcels A, B, C, and Residue of Lot 86-((A))-34 herein created.

THEREFORE, THIS DEED WITNESSETH: That for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declarant does hereby subdivide and create Parcels A, B, and C, inclusive, as said lots are set forth on the attached Plat. This subdivision is made with the consent and approval of the appropriate authorities of Spotsylvania County, Virginia, as evidenced by the signatures and stamps set forth on the incorporated Plat. The platting and dedication of the aforementioned lots are with the free consent and in accordance with the desire of the undersigned Declarant as evidenced by her signature set forth below.

Further, the Declarant establishes and reserves for the benefit of Lot 86-(4)-1-R and Parcels A, B, C, and the Residue of Lot 86-((A))-34 created herein a perpetual non-exclusive easement of right of way over the road as shown on the subject Plat (to be known as "Winding River Drive") for ingress and egress and for the installation of utilities to Lot 86-(4)-1-R and Parcels A, B, C, and the Residue of Lot 86-((A))-34 shown on the aforesaid Plats.

Further, Declarant hereby declares that all of the lots and parcels created or described herein are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement, and sale of said lots and are established and agreed upon for the purpose of

enhancing and protecting the value, desirability, and attractiveness of the property as a whole. All of the Restrictions shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in and to the real property or any part or parts thereof subject to such Restrictions.

1. These Restrictions shall affect and run with the land and shall exist and be binding upon all parties and all persons claiming under them until the 1st day of January, 2040, after which time the same shall be extended for successive periods of ten (10) years each, unless an instrument signed by two-thirds (2/3) of the then owners of the lots subject thereto has been recorded, agreeing to change the covenants in whole or in part. Provided, however, Declarant reserves to herself, her successors and assigns, the right to amend, add to, or delete any one of these covenants as they might apply to any unsold lot, or to further lots created by any further subdivision of the residue made by the Declarant in the future.

2. The Restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of each and every lot and parcel described herein and are intended to create mutual, equitable servitudes upon each of said lots in favor of each and all of the other lots herein; to create reciprocal rights between the respective owners of all of said lots or parcels; to create a privity of contract and estate between the grantees of said lots or parcels, their heirs, successors, and assigns, and shall, as to the owner of each such lot or parcel, his heirs, successors or assigns, operate as covenants running with the land for the benefit of each and all other lots or parcels and their respective owners.

3. No portion of the land conveyed shall be improved or occupied for other than residential purposes and no commercial activity shall be maintained on any of the lots or parcels.

4. No flat, apartment house, trailer, shack, tent, camping trailers, mobile homes or manufactured homes subject to the HUD Manufactured Home Construction and Safety Standards shall be installed or erected on any lot or used for living quarters either temporarily or permanently. However, trailers may be used on a temporary basis during the construction of permanent residence, as allowed by the developer for a period no longer than nine (9) months.

5. Owners may erect free standing garages, tool sheds and greenhouses, however, said structures shall be kept in good repair and shall not be used for commercial purposes.

6. All residential structures shall have a finished, heated living area, exclusive of porches, basements, breezeways and garages, of not less than 1,800 square feet of finished living space.

7. Exteriors must be constructed of a permanent type material and no exposed cinderblocks will be permitted. No building or residence shall have an exterior siding of cinderblock, asbestos shingles, or plywood.

8. All exposed masonry chimneys shall be constructed on the exterior of brick or stone.

9. Satellite dishes no larger than 24" in diameter are permitted provided they are not visible from the front of the house.

10. Oil, propane, or other tanks shall be buried or enclosed in sightly structures that are aesthetically pleasing and in keeping with the architecture of the subdivision.

11. No lot, or any portion thereof, no recreational facilities, nor any buildings, including outbuildings, or other 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 for any purpose so as to endanger the lives, health and comfort, or unreasonably disturb the peace or quiet of any owner or occupant of adjoining property or the neighborhood.

12. All buildings shall be set back as required by Spotsylvania County Zoning Ordinances for any front, side or rear lot lines.

13. No residence shall be erected that does not have inside toilet and bath facilities and sewerage disposal facilities of a septic tank type, which meets the State Health Department requirements. No temporary toilet facilities shall be maintained on the premises except during the actual period during which a dwelling house is under construction thereon, and the same shall only be for the convenience of workmen. All water supplies and sanitary facilities must be provided by the lot owner.

14. No more than one single family dwelling shall be erected on Lot 86-(4)-1-R and Parcels A, B, C of Lot 86-((A))-34 except in compliance with the ordinances of Spotsylvania County in effect as of the date of this Deed. If the Residue of Lot 86-((A))-34 is further subdivided as a family subdivision under the applicable ordinances of Spotsylvania County, the above restriction shall apply to any such subdivided lot. Under

no circumstances shall any owner of any such lot seek zoning or subdivision changes so as to permit more than one house per lot (other than as provided herein), even if zoning or subdivision laws of the County of Spotsylvania change.

15. Lot 86-(4)-1-R and Parcels A, B, C of Lot 86-((A))-34 may not be further resubdivided, except a tract may be subdivided providing each part is allotted to an adjoining tract. The Residue of Lot 86-((A))-34 may be further subdivided as a family subdivision under the applicable ordinances of Spotsylvania County, but in that event, any such resulting lots may not be further resubdivided. Under no circumstances shall any lot owner seek to further subdivide, even if zoning or subdivision laws of the County of Spotsylvania change.

16. No animal, livestock or poultry of any kind shall be kept within the subdivision with the exception of horses (where permitted by County Ordinance) and dogs, cats, or other customary household pets. There shall be no commercial dog kennels.

17. No tract shall be used or maintained as dumping ground for rubbish, trash, garbage, and all waste, garbage, or trash shall be kept in sanitary containers. All equipment for the storage or disposal of such materials shall be kept clean.

18. No noxious, illegal, or offensive trade or activity shall be carried on upon any tract, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No signs or billboards shall be erected or maintained on the premises unless in conformance with the Spotsylvania County Sign Ordinance. No trade materials or inventories may be stored upon the premises and no

trucks (with the exception of pickups and horse vans), campers, mobile homes, boats, tractors or equipment may be stored or parked on the premises for a period exceeding seven (7) days except in a garage or screened utility yard.

19. All water mains, drains, culverts, pipes, cables, wires, or other facilities as may be required for light, telephone, power, or similar utility services to any lot shall be installed underground.

20. Declarant reserves an easement or right of way over a strip of ground fifteen feet (15') in width along the front, rear, and side boundary lines of said lots for the purpose of installing underground utilities, including electric, telephone, and water lines.

21. All utility lines shall be underground except at the entry into the subdivision, and over streams.

22. There shall be no junk or unlicensed or inoperable vehicles parked or kept on the lots except within roofed enclosures.

23. Each lot owner shall keep his lot properly maintained so as to present a pleasing appearance, free of trash and rubbish and consistent with the policy and intent declared herein, and shall maintain the proper contour of the land in order to prevent erosion.

24. Invalidation of any one of these covenants by judgment or Court Order shall in no way affect any other provisions which shall remain in full force and effect.

25. Homeowners desiring to fence their property may use wooden post and board (or rail), or board above woven wire fencing. Steel posts and barbed wire are

prohibited from perimeter fencing. Road boundary fences shall be wood and material stained or painted.

26. There is imposed upon each of the lots and parcels described herein the following Road Maintenance Provisions:

A. Each lot and the owners thereof using or having access to the 75' roadway described on the attached plat shall be obligated to contribute to the reasonable maintenance of said road, the extent of said maintenance to be determined by a majority vote of the lot owners, except in such instances as hereinafter provided which shall require the unanimous approval of all lot owners, EACH LOT HAVING ONE VOTE.

B. In determining what work is required in the maintenance of said right-of-way, the lot owners shall periodically discuss among themselves the necessary work to be performed and shall reach a mutual consensus as to the same. Provided, however, that should the parties be unable to reach mutual consensus as to the extent and nature of repair work required, then and in that event, a vote shall be taken by the lot owners and the decision of the majority shall be binding upon all except in such instances as hereinafter provided which shall require the unanimous approval of all lot owners, EACH LOT HAVING ONE VOTE.

C. The owners of each lot, their heirs, assigns and successors in title, agree to pay a pro-rata share of the reasonable annual maintenance for said roadway as set forth herein.



D. In the event that any adjoining lot or parcel of land, which has access to the roads within the subdivision, is subdivided, then each newly created parcel shall be subject to these Road Maintenance Provisions, and the owners thereof shall be responsible for their proportionate share of the maintenance of the road as provided herein.

E. It is the intention of the parties hereto that the said rights-of-way within this subdivision shall be used primarily for ingress and egress by vehicles normally associated with residential land usage. Should any one or more of the owners of lots subject to these Road Maintenance Provisions, their heirs, successors, or assigns, use the right-of-way under any circumstances which add additional unforeseen burden or damage to the same, such as damage associated with trucks, bulldozers or similar heavy equipment, then in that event, such lot, person, or persons responsible for such damage, shall be obligated to repair such damage expediently.

F. Major upgrades to the roadways, such as hard surfacing or widening, shall be made only after the unanimous vote of all lot owners.

G. Should any party to these Road Maintenance Provisions, their heirs, successors, or assigns, fail to honor their obligations hereunder and should any of the other parties subject to these Road Maintenance Provisions, their heirs, successors or assigns, be required to seek recourse in any court of competent jurisdiction, in addition to any award which might be given by the court, the

prevailing parties shall be further awarded reasonable attorney's fees for such undertaking.

27. If the parties subject to these Restrictions, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any other person or persons owning any other tract or tracts in said development or subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction, and either to prevent him or them from so doing or to recover damages or equitable relief for such violation.

All record references are to the Clerk's Office of the Circuit Court of Spotsylvania County, Virginia.

WITNESS the following signature and seal.

Jane M. Hartwick (SEAL)  
Jane M. Hartwick

STATE OF VIRGINIA

COUNTY/CITY OF Culpeper, to-wit:

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of January, 2005, by JANE M. HARTWICK.

My commission expires 3-31-06.

Karen D. Sharp  
Notary Public