

DECLARATION OF RESTRICTIVE COVENANTS FOR WINDSOR ESTATES, SECTION III

PREAMBLE

A. Scarlet Maple Farms, Inc. ("Scarlet Maple") owns certain real estate located in the Town of Bridgewater, Ashby District, Rockingham County, Virginia, which has been subdivided into lots in a subdivision known as Windsor Estates, Section III. A plat of this subdivision dated March 14, 1988, revised April 13, 1988, made by Owens and Associates, Certified Land Surveyors, is recorded in the Clerk's Office of the Circuit Court of Rockingham County, Virginia, in Deed Book 896, at page 337;

B. Scarlet Maple desires to insure purchasers of these lots of a uniform mode of development and, accordingly, that all of the lots in Section III (but specifically excluding all other lands now owned by Scarlet Maple) be sold subject to the following restrictions, conditions, covenants, limitations and easements;

THEREFORE, Scarlet Maple covenants and agrees for itself, its heirs, successors and assigns, that every lot shown on this plat shall be sold and held by the purchasers, their heirs, successors, devisees and assigns, subject to the following restrictions, conditions, covenants, limitations and easements, which shall run with the title to the lots:

COVENANTS

1. Each lot shall be used as a residence for a single family and for no other purpose.

2. No one shall erect, make, establish, keep or maintain on any lot a mobile home (whether designated as such or designated as a "trailer home" or "manufactured" home or by other terminology) or any mobile structure, used, or designed for use (even though not in actual use) as a residence or sleeping quarters.

3. There is established an Architectural Control Committee ("ACC"). The original members shall be Louise Heatwole, Barry Pugh, and Clyde Pugh. Upon completion of the entire subdivision (which term includes, but is not limited to this Section) or earlier, if they so desire, the original members shall appoint their successors from record title owners of lots in the entire subdivision. These successors shall hold office for a term of ten years after appointment. Prior to the end of such ten year term, the committee shall cause an election to be held for their successors by giving at least thirty days written notice of the same to all other lot owners in the entire subdivision at the addresses then listed with the Treasurer of Rockingham County. The committee shall prepare and send to each such lot owner, a ballot together with the names of at least three persons suggested by them as committee members, but with the right reserved to each lot owner to nominate and vote for additional or other persons, if desired. Each lot shall have one vote. Persons receiving the

highest number of votes shall be elected. Ballots shall be counted and certified by the committee. The persons elected shall serve a term of ten years and then shall repeat the process to elect their successors. No persons shall hold more than one term of office without being out of office for at least five successive years. Vacancies in the committee, at any time, shall be filled by the remaining member or members, but if all three offices become vacant, any lot owner may request that an election be held as earlier provided. All matters decided by the committee shall be determined by a majority vote.

4. No building or other improvements shall be erected, placed or altered on any lot until at least two sets of construction plans and specifications, together with a plat showing the location of the structure, have been submitted in writing and approved by the ACC as to external design and materials, harmony of external design with existing structures and as to location of the lot. No fence or wall shall be erected, placed or altered on any of the lots unless similarly approved. Metal storage buildings and chain link fences shall not be allowed to be placed on any lot.

5. The ACC shall have full and complete discretion to approve or disapprove proposed buildings and improvements on any of the lots and in the exercise of its discretion, the committee shall not be bound to approve any proposed buildings and improvements solely because they comply with the other restrictions and covenants, or are equal in cost or value to buildings and improvements on other lots. The committee shall also have the further discretion to approve any proposed buildings or improvements on any of the lots, even though the improvements do not meet the requirements of the other provisions of this instrument, if, in the absolute discretion of the committee such variances are not harmful to the value of the adjoining property. In no event, however, shall the committee be empowered to permit any use of any lots other than as provided in Paragraph 1 of these covenants.

6. Refusal or approval of plans or specifications may be based by the committee upon any grounds, including purely aesthetic considerations, which in the sole and uncontrolled discretion of the committee shall seem sufficient. However, in exercising all of its powers under this Declaration, the committee shall not be unreasonable and must apply such standards that will inure to the benefit of the entire development. The committee or a representative shall have the right to inspect the building during construction to determine compliance with the approved plans and specifications. Where discrepancies exist, the committee may require corrective work, or, where warranted, in its opinion, it may issue a notice to cease construction until compliance is assured to its satisfaction. Failure to heed notice of the committee shall operate as a default of this covenant and shall give the committee, in addition to any rights under general law, the rights and powers set out in Covenant No. 20 of this Declaration. Notwithstanding this covenant any purchaser for value of any lot in this subdivision may assume that any improvements on the lot (so long as they do not violate Covenant No. 1) which have been completed for more than six months are satisfactory to the ACC and no purchaser shall be required to see to the application of these covenants except to verify that all improvements have been completed for more than six months.

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

8. No dwelling shall be permitted to be erected on any of the lots unless adequate provisions for off street parking for at least two vehicles are provided upon the lot. Off street parking space shall be provided for all camping trailers. No van or truck of over three-quarter ton in size shall be permitted to park overnight or longer on any lot in such a manner as to be visible to the occupants of other lots or the users of any street within the subdivision. Further, no such vehicle shall park on the streets in the subdivision at any time except for brief periods of loading or unloading or during emergencies.

9. No dwelling shall be erected or placed on any lot which has an exterior construction of stucco or concrete block aggregate, basement and foundation walls excepted, and no cinder blocks shall be exposed in the foundation.

10. No animals, livestock or poultry of any kind shall be raised, bred or kept on any of the lots, except that dogs, cats or other small domestic animals may be kept, provided they are not kept, bred or maintained for any commercial purposes.

11. No portion of any lot (as opposed to the entire lot) shall be sold and conveyed without the prior approval of the ACC.

12. Easements for drainage and for the installation, repair, replacement and maintenance of underground water and sewer pipes and mains and for overhead or underground electric power and telephone lines are reserved to Scarlet Maple, its successors or assigns over, through and across the strips of land designated as drainage and utility easements on the plat of this section of the subdivision. In addition, Scarlet Maple expressly reserves for itself, its successor and assigns an easement ten feet wide for utility lines over, through and across the front, rear and side lot lines of each lot in the subdivision. A release by Scarlet Maple, its successors or assigns to any individual lot owner of any easement so reserved shall operate as a complete release to such lot owner and no other party shall be entitled to exert any claim or right to the use of such easement. Only underground utility service shall be installed on any of the lots.

13. All lots, whether occupied or unoccupied, and any improvements placed on the lots shall at all times be maintained in such a manner as to prevent their becoming unsightly by reason of unattractive growth on such lot or the accumulation of rubbish or debris.

14. No improvement on any lot which has been partially or totally destroyed by fire or other wise shall be allowed to remain in such state for more than three months from the time of such destruction.

15. The exterior of all buildings must be completed within nine months after start of construction or placement.

16. No striped down, partially wrecked or junk motor vehicle or sizable part thereof shall be permitted to be parked on any street or any lot in such a manner as to be visible to the occupants of other lots or the users of any streets.

17. Satellite television antennas, commonly known as "dishes," are prohibited in this subdivision except that the ACC may permit a variance from this prohibition in appropriate cases. In passing upon any such variance the Committee shall take into account whether (in its opinion) the antenna is unsightly, the landscaping around the same, the

terrain of the lot on which the antenna is proposed to be located, the wishes of the closest neighbors, the opinions of other owners in the subdivision, the ability to receive adequate television signals by other means, and such other matters as the Committee deems appropriate.

18. These restrictions, conditions, covenants, limitations and easements shall run with the title to the land and shall be binding upon all parties owning the lots and all persons claiming under them until January 1, 2006, at which time they shall be automatically renewed or extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of lots affected by such covenants has been recorded agreeing to change such covenants in whole or in part.

19. These restrictions, conditions, covenants, limitations and easements shall not apply to any other lands of the owner even though the same may be developed as part of a common scheme and such other lands may have different types of development than that provided for in this Declaration or may have no restrictions at all.

20. In the event of a violation or breach of any of these restrictions by any lot owner or agent of such owner, the Architectural Control Committee or any owner of a lot in the neighborhood, or the ACC and any lot owner, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance with these terms or to prevent the violation or breach of such terms. In addition, the ACC shall have the right, whenever there shall have been built on any lot any structure which is in violation of these restrictions, to enter upon the property where the violation exists and summarily abate or remove the same at the expense of the owner, if, after thirty days written notice of such violation it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass.

21. The failure to enforce any restriction, covenants or conditions, in this Declaration, however long continued, shall not be deemed a waiver of the right to do so as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement, subject, however to the provisions of Covenant No. 6.

22. The invalidation of any court of any of the provisions of this Declaration shall in no way affect any of the other conditions, restrictions, covenants or easements, but they shall remain in full force and effect.

DATED: 7-5-88, 1988

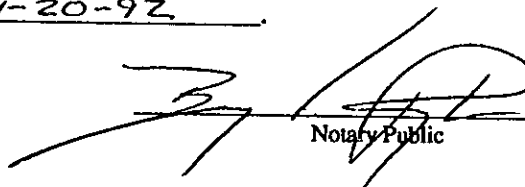
SCARLET MAPLE FARMS, INC.

By: Chester M. Heatwole
Chester M. Heatwole, President

STATE OF VIRGINIA
COUNTY OF ROCKINGHAM

The foregoing instrument was acknowledged before me this 5th day of JULY, 1988, by Chester M. Heatwole, President of Scarlet Maple Farms, Inc., on behalf of the corporation.

My commission expires 1-20-92.


Notary Public

RECORDED
CIRCUIT CLERK'S OFFICE
ROCKINGHAM CO., VA
L. WAYNE HARPER, CLERK

88 JUL -5 AM 9:09

VIRGINIA: In the Clerk's Office of the Circuit Court of Rockingham County the foregoing instrument was this day presented in the office aforesaid, and is together with the certificate of acknowledgment annexed, admitted to record this 6 day of July, 19 88 at 9:09 AM. I certify that fees were paid when applicable:

Sec. 58-54 - State _____ County _____ City _____
Sec. 58-54.1 - State _____ County _____ City _____ Transfer _____
Recording 11.00 TESTE

L. WAYNE HARPER
CLERK

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