

## DECLARATION OF RESTRICTIVE COVENANTS

COPY

### Winding Ridge Subdivision

This Declaration was made by BORDEN ESTATES, LLC, a Virginia Limited Liability Company, "Borden," and provides:

BECAUSE Borden is the owner and developer of a parcel of real estate located in Louisa County, Virginia, in Jackson Magisterial District, which fronts on Borden Road, State Route 701, and contains 27 lots; and

BECAUSE the aforesaid lots are shown on the plat of subdivision entitled "Winding Ridge Subdivision" by Goodfellow, Jalbert, Beard and Associates, Inc., dated December 9, 2007, which is to be recorded in the Clerk's Office of the Circuit Court of Louisa County, Virginia, prior to the recordation of this Declaration.

THEREFORE Borden declares that all of the property described on the aforesaid plat shall be held, sold, and conveyed subject to the following restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of the parcels.

#### COVENANT :

1. The owner of each of the lots, (Lots 1, 2, 3, 4, 5, 10, 11, 12, and 27 shown on the plat) on which the buffer area has been improved, bounded by Borden Road, State Route 701, shall have an affirmative obligation to maintain the buffer area of the owner's respective lot, in its natural state.

2. No vegetation shall be cut or removed from the buffer area of each respective lot unless the respective plants are dead from natural causes.

3. The covenant shall be enforced as provided by the Louisa County Land Ordinances.

#### RESTRICTIVE COVENANTS

Each lot shall be subject to the following restrictions and rules of use by the owners:

1. Each lot shall be used for residential purposes only.

2. The residence constructed on each lot shall contain the following minimum square feet of fully enclosed floor area dedicated to living purposes, exclusive of basements, garages, breezeways, and covered or uncovered porches and decks:

- (a) 1400 square feet for a single-story dwelling;
- (b) 1650 square feet for a two-story or split-level dwelling.

3. All dwellings shall be constructed on a permanent foundation with no exposed cinder block. The exterior of any dwelling shall be brick, stone, vinyl, hardi plank, or wood.

4. No dwelling or other structure, including, but not by way of limitation, fences, decks, sheds, or garages, shall be erected, placed, altered, or permitted to remain on any lot unless the construction plans and specifications and the location of such dwelling or other structure shall have been approved in writing by the Declarant. If the Declarant fails to approve or disapprove any such plans, specifications, and location within thirty (30) days after the receipt thereof, then approval shall not be required, but will be deemed to have been waived. After all of the lots are improved with a completed and ready for occupancy dwelling and are sold to any owner, Declarant approval for subsequent structures to be erected or placed on any lot shall not be required and will be subject only to the requirements set forth in this Declaration and applicable County building codes and zoning ordinances.

5. No trailer, tent, shack, garage, barn, or other outbuilding erected on any lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as residence. Storage sheds, garages, and other outbuildings must be of the same type and quality of construction as the dwelling on any lot.

6. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All such rubbish shall be removed at least bi-weekly.

7. No nuisance shall be permitted to be present or operated on any lot in the subdivision.

8. Motor Vehicles that do not have a valid inspection sticker and a license to permit the operation of such vehicles upon the highways of the Commonwealth of

Virginia shall not be permitted to remain on any lot for a period in excess of thirty consecutive days unless such vehicles are parked in a garage or carport. No trucks (except pickup trucks), commercial vehicles, recreational vehicles, campers boats or boat trailers shall be parked over forty-eight hours in any one week on any Lot or driveway so as to be visible from the street.

9. No fence or similar obstruction shall be erected or permitted to remain on any lot between the street right of way line and the front line of any residence.

10. Subject to and in addition to the covenants provided above, each lot owner shall keep his lot and all improvements thereon in good order and repair and free of debris including, but not limited to the seeding, watering, and mowing of all lawns, the pruning and cutting of all trees and shrubbery, all in a manner and with such frequency as is consistent with good property management.

#### EASEMENT FOR UTILITIES

Borden reserves unto itself, its successors and assigns, a perpetual easement and right of way on, over, along and under the streets and roads of the Subdivision and over the easement areas designated on the plat to install, maintain, and use underground electric, cable television and telephone wires, cables, conduits, drainage ways, sewers, water mains and other equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, drainage or other public conveniences or utilities as may be necessary or desirable to serve the Subdivision. These easements and rights expressly include the right to cut any trees, bushes, or shrubbery, or to take any other action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance.

#### ENFORCEMENT

1. Borden, or any owner, shall have the right to enforce, by any proceeding at law, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. If in any litigation for the enforcement of these covenants, conditions, and restrictions, Borden or any owner bringing suit prevails, such Owner shall be entitled to be reimbursed for reasonable

attorney's fees incurred in seeking such enforcement. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. Invalidation of any of these covenants, judgment, or court order shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

#### TERM AND AMENDMENT

These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time they shall automatically be extended for additional, successive ten-year periods. These covenants shall inure to the benefit of each owner of a parcel or parcels shown on the plat.

**Signature page follows . . . .**

Executed and acknowledged this 21<sup>st</sup> day of May,  
2008, by Borden Estates, LLC.

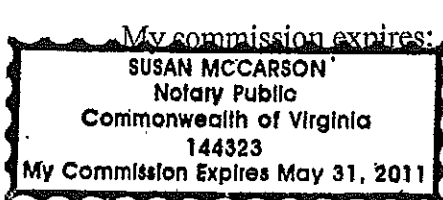
BORDEN ESTATES, LLC

By [Signature]  
Larry J. Giannasi  
Managing Member

By [Signature]  
David A. Ward  
Managing Member

STATE OF VIRGINIA  
COUNTY/CITY OF Hanover

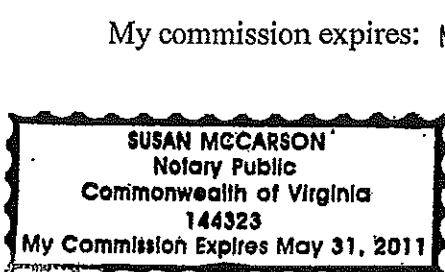
The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of MAY, 2008, by Larry J. Giannasi, Managing Member of Borden Estate, LLC, a Virginia Limited Liability Company, on behalf of the company.



[Signature]  
Notary Public  
Notary Registration #: 144323

STATE OF VIRGINIA  
COUNTY/CITY OF Hanover

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of MAY, 2008, by David A. Ward, Managing Member of Borden Estates, LLC, a Virginia Limited Liability Company, on behalf of the company.



[Signature]  
Notary Public  
Notary Registration #: 144323