

DEMIR FARM

RESTRICTIVE COVENANTS

1. No noxious or offensive activity shall be carried on upon any portion of the property subject hereof, or shall anything be done thereon that may be or become a nuisance or annoyance to the Neighborhood.

2. Only residences and appurtenant out-buildings shall be permitted on any Lot. Not more than one residence shall be erected on any of said Lot.

3. No building, house, fence, wall, antenna, satellite dish, or other structure shall be commenced erected or maintained upon any Lot or upon the Premises, nor shall any exterior addition to or change of alteration thereof be made until the plans and specifications have been approved in writing by the Owners. The Owners shall provide the documentation showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony and external design and location in relation to surrounding structures and topography as the Owners may reasonably require.

4. No Lot Owner shall occupy or use his Lot, or permit the same or any part thereof to be occupied or used for any purpose other than as a private single-family residence for the Lot Owner and the Lot Owner's family and guests or the Lot Owner's lessees or their guest.

5. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot; provided, however, that dogs, cats or other generally recognized household pets may be kept on any Lot, provided that such pets are not kept or maintained for commercial purposes. All pets must be kept under the control of their Lot Owner and must not become a nuisance to other residents. Horses may be kept in accordance with the county regulations.

6. All exposed foundation of any structure erected on a Lot shall be covered with a veneer or brick or stone or other material approved by the Owners. No exposed concrete block foundations shall be permitted.

7. Any one or more of the covenants and restrictions may be waived, modified or rescinded, in whole or in part, as to all of the Property or any part thereof, by the Owners, or their assigns.

8. These Restrictive Covenants shall run with and bind the property for a term of twenty years from the date of this document is recorded after which time they shall be automatically extended for successive periods of ten years unless terminated by the Owners or their successors or assigns.

9. Any grantee or grantees of said Lot or Lots, by accepting a deed, approves the covenants, restrictions, conditions and limitations for the aforesaid period of time.

10. No mobile home, modular home, double wide mobile home and/or double wide modular home of any type, trailers, tents, shacks, garage, barn or other outbuilding or structure shall be used as a residence, nor shall any structure of a temporary character be used as a residence until approved by the Developer in writing. Replacement of any structure of a temporary nature on any tract, at any time, except with the prior written approval of the Owner, shall be prohibited. This prohibition shall not apply to recreational or utility vehicles subject to the provision of Paragraph 11 below, nor to shelters or trailers used by a contractor during approved construction on any Lot. Such construction shelters or trailers shall be removed not later than fifteen days after construction has been completed or after the Lot Owner has taken possession, whichever shall first occur.

11. Each Lot Owner shall provide space for off-street parking of at least two automobiles prior to the occupancy of any dwelling. No motor vehicles requiring registration by the state which do not carry a current license or which are not fully operable may be parked on any Lot. Boats and boat trailers may be maintained on a tract provided they are kept to the rear or side of the residence, such as they are not generally visible from other properties within the Subdivision. Recreational trailers, campers, or other vehicles exceeding five feet in height (except vehicles used by the Lot Owner or Lot Owners in the regular course of their employment), may not be parked more than twelve consecutive hours if generally visible from any road or from any other property within the Subdivision.

12. All plans, specifications or requests for approvals required hereunder shall be in writing to the Owners. Such approval or disapproval shall be made in writing within thirty (30) days of said request, and if not so made the request will be deemed to have been approved, subject to the provisions of this Declaration.

13. In the event of any violation or breach of this Declaration by any Lot Owner, or agent of such Lot Owner, guest or invitee of same, the Owners of the property of the Subdivision, including the Lot Owners, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof, or to prevent the violation or breach in any event. In addition to the foregoing, the Owners shall have the right whenever there shall be built on any Lot in the Subdivision, any structure which is in violation of these restrictions, to enter upon such property where such violation exists and summarily abate or remove the same at the expense of the Lot Owner, if after thirty (30) days written notice of such violation to the Lot Owner in violation of same, it shall not have been corrected by the violating Lot Owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any rights, reservations, restrictions or conditions contained in this Declaration, regardless of how long such failure shall not constitute a waiver of or bar to such right to enforce.

14. No building, driveway, parking area, road, fence, wall enclosures or other structure or any type of improvement or excavation shall be commenced, erected, altered, or maintained, nor shall a building permit for such improvement be applied for upon any Lot, until the proposed location on the property, plans, specifications elevations, exterior color, design and finish, and construction schedule have been approved, in writing, by the Owner or their designee or designees. Any permitted residential dwelling must contain a minimum of

One Thousand One Hundred, (1,100) Square Feet of living space, exclusive of garage, unfinished basement and attic. In the event the Owners or their representatives fail to act on the plan of development within thirty (30) days after its receipt by the Owners, approval will not be required and this paragraph will be deemed to have been complied with. One copy of all plans and related data shall be furnished to the Owners for their records prior to the application to Louisa County for a necessary building permit. Prior to commencement of any construction, a drain pipe of a diameter acceptable to the County of Louisa or the appropriate governmental authorities, shall be installed in the ditch where the driveway intersects to the State road.

15. A septic tank and drainfield shall be installed by each initial owner in accordance with State and County specifications. All electric, telephone and sewer utility service lines and connections, if any, including wires, cables, pipes and mains, fuel tanks or other similar storage receptacles, shall be installed in conformity with the specifications of the appropriate agency or ordinance in Louisa County, and in accordance with the requirements of State and County laws.

WITNESS the following signatures and seals.

Isaac D. Moon (SEAL)
Owner
Jean D. Gedelle (SEAL)
Owner
Martha D. Ingleson (SEAL)
Owner

STATE OF VIRGINIA

CITY/COUNTY OF Harrover, to-wit:

The foregoing Declaration of Covenants, Easements and Restrictions was sworn to and acknowledged before me this 27 day of Aug, 1997, by

Isaac D. Moon, Owner.

with 2 Joins
Notary Public

My commission expires: 02-28-01

STATE OF VIRGINIA
CITY/COUNTY OF Hanover, to-wit:

The foregoing Declaration of Covenants, Easements and Restrictions was sworn to and
acknowledged before me this 27 day of Aug, 1997, by

Jan D Fiddle by Martha W. Joyman, Owner.

Walter Joyman

Notary Public

My commission expires: 02-28-01

STATE OF VIRGINIA
CITY/COUNTY OF Hanover, to-wit:

The foregoing Declaration of Covenants, Easements and Restrictions was sworn to and
acknowledged before me this 27 day of Aug, 1997, by

Martha W. Joyman, Owner.

Walter Joyman

Notary Public

My commission expires: 02-28-01