

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS ("Declaration") is made this 28th day of June, 1995, made by THE ROBERT E. TAYLOR FAMILY LIMITED PARTNERSHIP, a Virginia Limited Partnership (see Partnership Certificate in Partnership Book 002, at page 451), hereinafter "DEVELOPER";

W I T N E S S E T H:

WHEREAS, Robert E. Taylor and Elizabeth B. Taylor, Husband and Wife, and Taylor Manufacturing Company, Inc., a Virginia Corporation and the Developer, constitute all of the General Partners of the Robert E. Taylor Family Limited Partnership, and as such, are authorized to enter into this document pursuant to an Agreement of Limited Partnership forming the said Robert E. Taylor Family Limited Partnership which is dated October 29, 1991; and

WHEREAS, Developer is the owner of real property located in the Town of Farmville, Prince Edward County, Virginia, designated as Lots 16, 17 and 18 in Weyanoke Park Subdivision as shown on a plat in Plat Book 006, at pages 136 and 137 in the Clerk's Office of the Circuit Court of Prince Edward County, Virginia; and

WHEREAS, the Developer wishes to subject the above described real estate to certain covenants, restrictions, and easements by virtue of this Declaration of Covenants and Restrictions which shall run with said real property and bind all persons or entities having or acquiring any right, title or interest in said real property or any part thereof, and enuring

to the benefit of each owner thereof; and establish and declare the following covenants and restrictions with regard to Lots 16, 17 and 18 of Weyanoke Park Subdivision in the Town of Farmville, Prince Edward County, Virginia as shown on Plat Book 006, at pages 136 and 137 which shall run with said land and bind all persons or entities having or acquiring any right, title or interest in said real estate or any part thereof, and enuring to the benefit of each owner thereof, as follows:

1. The Grantors and their successors and assigns reserve the right to lay, construct, operate, repair, renew, and replace electric power lines, telephone lines, cable lines, television lines, water lines, sanitary lines, and lines for the transmission of electrical energy, water and/or gas, over, under and through the streets as shown on the aforementioned plat and also over, under, and through the front, rear, and side lines of each lot of Weyanoke Park Subdivision, said easement as to each lot being 15 feet in width across the front.

2. Only one single family residential structure of not less than 1100 square feet of living space, exclusive of basement (defined as underground or partially underground portion of structure), garages, breezeways, decks and porches may be constructed on any one lot. No more than two (2) outbuildings built compatible to the exterior of the main residential dwelling shall be constructed upon any said lot. The definition of outbuildings shall include but not be limited to garages, carports, sheds, storage and shop structures.

3. No trailers or doublewides shall be permitted to be constructed upon the said lots.

4. All sewer connections/systems will be at the direction of the sewer regulatory authority and/or the Prince Edward County Health Department, if there is availability through a public sanitary system servicing the property and if not, the private sewer/sanitary system shall be at the direction of the Prince Edward County Health Department and in compliance with all State and local regulations. Private water systems will be at the direction of the Prince Edward County Health Department and in compliance with all State and local regulations.

5. No sign boards or advertising posters shall be permitted on any lot, except for notices which may offer the property for sale or rent; and no chickens, swine, goats, sheep or other agricultural animal may be kept or raised on the premises. Dogs and cats may be kept or raised on the premises for non-commercial purposes, if allowed by the laws of the Commonwealth of Virginia and the County of Prince Edward.

6. No mercantile or commercial business of any kind or description shall be conducted on any lot, nor any noxious or offensive trade or activity be carried on. Nothing herein shall prohibit the owner/occupant of the single-family residential dwelling from maintaining within the structure of a professional office for his individual home use, nor shall same prohibit cottage manufacturing nor instructional tutoring in the arts and scholastic areas.

7. Unregistered, untagged or inoperative motor vehicles (to include but not be limited to cars, trucks, recreational vans, trailers and motorcycles) shall not be permitted to remain on any lot for more than twelve (12) days in any calendar year.

8. These covenants, restrictions, conditions and reservations shall remain in full force and effect for the period of 20 years beginning July 1, 1995, and shall continue thereafter for ten (10) year intervals unless revoked, modified or revised with the consent of all of the then present land owners of Weyanoke Park Subdivision.

9. None of the foregoing covenants, conditions, reservations or restrictions as set forth in paragraphs 1 through 9 herein shall burden, or be deemed to create any negative reciprocal easements over any land which the Grantor may now or hereinafter own or have any interest thereon, or any other land, except Weyanoke Park Subdivision Lots 1 through 18 as shown on plat above mentioned, nor shall any of the foregoing covenants, conditions, reservations or restrictions benefit or be deemed to create any negative reciprocal easements appurtenant to any land which the Grantor may now or hereafter own or have any interest in or any other land, except Lots 1 through 18 of Weyanoke Park Subdivision Section 1 as shown on the plat above mentioned.

IN WITNESS WHEREOF, the Developer, THE ROBERT E. TAYLOR FAMILY LIMITED PARTNERSHIP, has caused this Declaration to be duly executed this 5th day of July, 1995.

RICHARD
FULCHER
0.8.230.4.157

TAYLOR COURT

