

DECLARATION OF  
COVENANTS, EASEMENTS, RESTRICTIONS  
AND AFFIRMATIVE OBLIGATIONS

THIS DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS, AND AFFIRMATIVE OBLIGATIONS, hereinafter referred to as "this Declaration", made as of this 18th day of May, 2000, by MERROG, LLC, a Virginia limited liability company, hereinafter referred to as the "Developer" provides:

WHEREAS, the Developer is the fee simple owner of the following described seven parcels of real estate which are a part of "Meredith Farms," said seven parcels being hereinafter referred to as "the Development", to-wit:

ALL those certain tracts or parcels of real estate lying and being in Lickinghole District, Goochland County, Virginia, on the north side of State Route 673 Designated as Parcels A, B, C, D, E, G and H, containing 133.47 acres, more or less, according to a certain plat of survey by Kenneth M. Hart & Associates, Inc., dated February 14<sup>th</sup>, 2000, a copy of which is recorded in the Clerk's Office, Circuit Court of Goochland County, Virginia, in Plat Cabinet, and to which reference is hereby made for a more particular description.

WHEREAS, the Developer intends to sell and convey all of the seven lots contained in Meredith Farms; and desires to establish and subject Parcels A, B, C, D, E, G, and H thereof to the covenants, easements, restrictions and affirmative obligations set forth hereinafter in order to provide for a development of high desirability and value;

NOW, THEREFORE, the Developer hereby declares that Parcels A, B, C, D, E, G, and H of Meredith Farms ("the Development") shall be held, transferred, sold, conveyed, occupied and used subject to the following covenants, conditions, restrictions, easements, and affirmative obligations for and during the time hereinafter specified, and which shall run with the property and be binding on all parties having any right, title or interest in the property, or any part thereof, their heirs successors or assigns, and shall inure to the benefit of

each owner thereof. The Developer reserves in each instance the right to add additional restrictive covenants in respect to tracts to be conveyed by the Developer, or to limit the application of this Declaration.

1. The Developer, its successors and assigns, and all owners of Parcels A, B, C, D, E, G and H shall convey said parcels as shown on the plat of survey attached hereto as Exhibit "A" and made a part hereof; provided, however, that minor deviations from such plat may be made if deemed necessary by the owners of the lots, with the approval of the Developer; provided, however, the Developer expressly reserves to itself, the right to replat any tract or tracts owned by it and shown on the aforementioned plat of survey, in order to create a modified tract or tracts and to take such other steps as are reasonably necessary to make such replatted tract suitable as a building site. The provisions of this paragraph shall not prohibit the combining of two or more contiguous tracts into one large tract, but the resubdivision of any lot into two or more parcels is hereby prohibited, with the exception of Lot H, which may be divided into two or more lots if approved by the Goochland County planning office. No land which is not included within the boundaries of Parcels A, B, C, D, E, G and H shall be added to said parcels, except by the Developer, or with the written approval of the Developer.

2. No lot shall be used except for single-family residential purposes and only one primary residence may be constructed on each tract, subject to the provisions of Paragraph 7 of these restrictive covenants. Additional out-buildings consistent with residential use, including a guest house, may be constructed simultaneously with or after the construction of the primary residence, subject to the provisions of Paragraph 7 hereof.

3. No swine or poultry of any kind shall be raised, bred or kept on the

property.

4. No noxious or offensive activity shall be carried on upon any tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of the owner of any tract.

5. It shall be the responsibility of each property owner and tenant to prevent the development of unpleasant odors, or any unclean, unsightly, or unkempt conditions of the buildings or grounds on such property which shall tend to substantially decrease the beauty of the community as a whole or the specific area.

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, concealed from open view. Each tract owner shall provide a screened area to serve as a service yard and an area in which garbage receptacles, fuel tanks or other similar storage receptacles, electric and gas meters, air conditioning equipment, clothes lines, and other unsightly objects must be placed or stored in order to conceal them from view from the road and any other tract in the development. Garbage receptacles and fuel tanks may be located outside of such screened area only if located under ground.

6. No sign, billboard, or similar commercial advertisement shall be constructed on or maintained upon any tract in the development, except that one residential sign may be erected with the written permission of, and in a form approved by, the Developer. Temporary "For Sale" signs may be placed on a lot, with the written permission of the Developer.

7. 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 tract, until the proposed location, plans, specifications, elevations, exterior color, design and finish, and construction schedule have been approved, in writing, by the Developer or its designee or designees. Any permitted residential dwelling must contain a minimum of Two Thousand Five Hundred (2,500) Square Feet of living space, exclusive of garage, unfinished basement and attic. In addition, the topography or vegetation of any tract shall not be altered until the Developer, or its duly appointed representative, shall have given its approval in writing. In the event the Developer or its representative fails to act on the plan of development within thirty days after its receipt by the Developer, or in any event if no suit to enjoin the construction thereof has been commenced prior to the beginning of construction thereof, 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 the Developer for its records prior to the application to Goochland County for a necessary building permit. Prior to commencement of any excavation, a drain pipe of a diameter acceptable to Developer shall be installed at the expense of the lot owner in the ditch where the driveway intersects the subdivision road.

8. A septic tank, drainfield and well shall be installed by each initial owner at the owner's expense, and 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 by each initial owner at the owner's expense and in conformity with the specifications of the appropriate agency or ordinance in Goochland County, and in accordance with the requirements

of State and County laws. Developer shall install at its expense the underground or overhead primary telephone and electric utility service lines, and purchasers of lots shall install underground secondary telephone and electric utility lines running from the aforesaid primary lines to their respective lots and each purchaser shall bear the expense thereof. Owners on an equal per lot basis, shall bear the cost of relocation of any of the aforementioned primary and secondary electric and telephone utility lines occasioned by said owners' dedication of the roads within the development to the County of Goochland and/or the State of Virginia.

9. No mobile home, 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. Replacement of any structure of a temporary nature on any tract, at any time, except with the prior written approval of the Developer shall be prohibited. This prohibition shall not apply to recreational or utility vehicles subject to the provisions of Paragraph 11 hereof, nor to shelters or trailers used by a contractor during approved construction on any tract. Such construction shelters or trailers shall be removed not later than fifteen days after construction has been completed or after the owner has taken possession, whichever shall first occur.

10. The exterior of all houses and structures must be completed within one year after construction of same shall commence, except where such completion is impossible or will result in great hardship to the owner or builder due to strikes, fires, national emergencies, or national calamities. Houses and other dwelling structures may not be temporarily or permanently occupied until a certificate of occupancy has been issued by the appropriate local governmental

authority. During the continuation of construction, the owner of the tract shall require the contractor to maintain the tract in a reasonably clean and uncluttered condition, and such owner shall further require the contractor to minimize soil erosion caused by excavation of the lot during the period of construction. The owner shall be responsible for requiring the contractor, during the period of construction, to restore, immediately, any and all damage done to the roads within the subdivision by contractor or any subcontractor or material supplier coming into the Development at the contractor's or owner's request, such restoration to be approved to the satisfaction of the Developer or its designee, and such owner shall reimburse the Developer for any expense incurred by the Developer as the result of such owner having failed to cause such restoration.

11. Each tract 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 tract if visible from any road or from any other lot. Parking of vehicles shall not be permitted within the fifty (50) foot wide ingress and egress easement. 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 development. Recreational trailers, campers, or other vehicles exceeding five feet in height (except vehicles used by the owner or 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 development.

12. ENTRANCE AND ROAD: EASEMENTS FOR AND MAINTENANCE THEREOF:

A. ENTRANCE: The Developer shall have the right to construct and maintain an entrance to the development from State Highway Route No. 673 (Whitehall Road) upon, over and across the fifty (50) foot wide ingress and egress easement running from the northern line of State Route 673, as shown on the aforesaid plat of survey.

The Developer shall have the right to construct within such easement such improvements as it deems necessary for the beautification of said entrance, including but not limited to a sign naming the development, and appropriate landscaping.

B. ROADS: The Developer shall cause to be constructed a road within the fifty-foot right-of-way set forth on the plat of survey attached hereto as Exhibit "A". The Developer hereby reserves unto itself, its successors and assigns, and to all subsequent owners within the development, their guests and invitees, an easement of ingress and egress over and across said road constructed within said easement (and all other vehicular ingress and egress to and from the Development not within said easements is hereby prohibited; provided, however, that access to Parcel A may be directly from State Route 673).

C. MAINTENANCE OF ENTRANCE AND ROAD:

(1) The Developer shall maintain, and if it desires may improve, the entrance, road, (banks and ditches contiguous thereto), and hereby reserves an easement so to do, subject to the provisions of Paragraph 13 hereof.

(2) Beginning January 1, 2001 and on January 1 of each year thereafter, the lot owners shall be required to pay an annual maintenance fee to Developer, per lot, until the formation of the homeowner's association, as follows: Lots A, G, and H - \$150.00 per year; Lots B, C, D, and E - \$500.00 per

year

13. CREATION OF HOMEOWNERS ASSOCIATION: SUCCESSION BY IT TO RIGHTS AND OBLIGATIONS OF DEVELOPER:

(1) Upon the expiration of three years from the date of the recordation of this Declaration, or upon the sale by the Developer of all of the parcels, whichever event shall last occur, the powers, rights, easements, obligations and responsibilities of the Developer under this Declaration shall cease and simultaneously therewith the owners of Parcels A, B, C, D, E, G and H shall become members of an Association to be known as "Meredith Farms Owners' Association", hereinafter referred to as "the Association" and, thereupon, the aforesaid powers, rights, easements, obligations and responsibilities of the Developer under this Declaration shall be transferred to and vested in said Association; and which shall include but not be limited to the Developer's powers, rights, easements, obligations and responsibilities enumerated in Paragraph 12 of this Declaration; provided, however, that nothing in this paragraph shall relieve the Developer of its responsibilities under Paragraph 8 of this Declaration.

The Association shall within thirty days of the aforesaid occurrence hold an organizational meeting at a time and place to be designated by the Developer by written notification to the membership at least seven days prior to such meeting; provided, however, that in the event the Developer does not give the aforesaid notification within said thirty days, then any owner may call such meeting by like notice, the first such owner to give notice controlling as to the date, time and place of said meeting. At the organizational meeting the Association shall by majority vote of those members present, elect officers, and promulgate rules and by-laws. The association shall thereafter meet annually

except that the President of the Association may call such additional special meetings as he may deem necessary. If a lot be owned by more than one person by any form of joint ownership (be it individual, partnership, corporate or otherwise) then, although such owner shall be deemed a member of the Association, such joint owners of each lot shall collectively be entitled to only one vote for such lot owned by such joint owners.

The Association shall at such organizational meeting, by majority vote of those members present, elect an Architectural and Environmental Control Committee, hereinafter called "The Committee" consisting of three (3) persons which shall by majority vote, elect a Chairman and Secretary, and which shall by majority vote exercise the discretion previously vested in the Developer under Paragraphs 3, 6, 7, 9, 10 and 11 of this Declaration and in accordance therewith. Tender of requests for written approvals required under this Declaration to be made to the Committee shall be made to the Chairman or the Secretary thereof who shall call a meeting of the Committee within seven (7) days after receipt of the request, for the purpose of acting upon the request.

A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the Association shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The Association shall have the power to change the membership of the Committee at any time.

All other discretionary powers previously vested in the Developer under this Declaration shall remain in the Association which shall exercise the same by majority vote of the membership, except that the Association may limit the

application of this Declaration only by an affirmative vote of at least four (4) of the then owners of the lots in the Development.

(2) Each member of the Association shall be required to pay to the duly elected treasurer thereof an equal annual maintenance fee, per lot, as follows: Lots A, G, and H - \$150.00 per year; Lots B, C, D, and E - \$500.00 per year. Said amount may be modified in accordance with the provisions of Paragraph 18 of this Declaration; however, the fees for Lots A, G, and H shall in no event be increased more than 30% at any one time. Said maintenance fees shall be expended for the beautification, landscaping and maintenance or improvement of the entrance and road, and shall be due on or before the first day of January of each year. The Association shall have a lien upon all lots and improvements thereon for any maintenance fee levied as provided herein, or by the rules or by-laws of the Association.

(3) The Treasurer of such Association shall be bonded in the amount of \$5,000.00, and the Association shall require surety on the Treasurer's bond and shall pay the premium on said bond out of the treasury of the Association. The Treasurer annually shall furnish to each member an income and disbursement statement and any member shall have the right to inspect the records of the Association during a business meeting or at such other time as may be reasonable.

The Association will indemnify and hold harmless all members, officers and directors from and against any and all liabilities, law suits, claims, and demands of every kind, including court costs and counsel fees, by or on behalf of any person, firm, association or corporation, arising out of the use of any road in the Development, including without limitation law suits, claims or other liabilities arising out of any accidents, injury or damage occurring thereon; and from or against any matter arising from the condition, maintenance, repair,

alteration or operation of such road, except as to any lot owner for such liability as may be attributable to his negligence or the negligence of any member of his family, guests, servants, agents or invitees. The Association shall secure a policy of insurance naming the Association as insured; and the aforementioned indemnification by the Association shall be limited to the terms of said policy.

14. All plans, specifications or requests for approvals required hereunder shall be in writing to the Developer, the Chairman or Secretary of the Committee, or the Chairman or Secretary of the Association, as may be required hereunder, and such approval or disapproval shall be made in writing within thirty days of said request, and if not so made the request will be deemed to have been approved, subject to the provisions of Paragraph 7 of this Declaration.

15. In the event of any violation or breach of this Declaration by any property owner, or agent of such owner, guest or invitee of same, the owners of the property in the development, including the Developer, 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 Developer or Association shall have the right whenever there shall be built on any tract in the property, 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 owner, if after thirty days written notice of such violation to the owner in violation of same, it shall not have been corrected by the violating 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.

16. Entrance upon any tract by the Developer, or his designee, pursuant to the provisions of this Declaration, shall not be deemed to be a trespass.

17. Should any covenant or restriction herein contained, or any article, section, subsection, sentence, clause, phrase, or term of this Declaration be declared to be void, invalid, illegal, or unenforceable for any reason, by the adjudication of any Court or other tribunal having jurisdiction over the parties hereto in the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby to be severable and which shall remain in full force and effect.

18. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of fifty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for additional periods of ten years each, unless at any time after the occurrence alluded to in Paragraph 13 (1) of this Declaration, an instrument signed by at least four (4) of the then owners of the lots in the development has been recorded in the Clerk's Office of the Circuit Court of Goochland County, Virginia, agreeing to change said covenants in whole or in part.

WITNESS the following signatures and seals.

MERROG, LLC,  
A Virginia Limited Liability Company

By  (SEAL)  
Gary R. Fogliano, Member

STATE OF New York  
COUNTY OF New York:

The foregoing instrument was acknowledged before me this 3 day  
of October, 2000, by Gary R. Rogliano.

My commission expires May 22, 2002.

Brittney Martens  
Notary Public

BRITTNEY L. MARTENS  
Notary Public, State of New York  
No. 01MA6042247  
Qualified in New York County  
Commission Expires May 22, 2002

INSTRUMENT #000003717  
RECORDED IN THE CLERK'S OFFICE OF  
GOOCHLAND COUNTY ON  
OCTOBER 6, 2000 AT 09:53AM  
LEE G. TURNER, CLERK

BY: Charlotte Carpenter (DC)

GRAYSON S. JOHNSON, P.C.

ATTORNEY AT LAW  
16565 POUNCEY TRACT ROAD  
ROCKVILLE, VIRGINIA 23146

MAILING ADDRESS

Post Office Drawer 100  
Rockville, Virginia 23146

Telephone: (804) 749-3241

Fax: (804) 749-3321

January 6, 2008

Gary Rogliano  
MERROG, LLC  
1090 Dover Road  
Manakin-Sabot, VA 23103

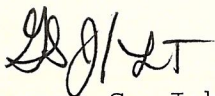
RE: Meredith Farms

Dear Gary:

Enclosed is the original recorded amendment to the Meredith Farms restrictions.

With kind regards, I am,

Sincerely,



Grayson S. Johnson

GSJ:lct

Tax Map # 19(1)52

Document prepared by: *return to*  
Grayson S. Johnson  
Attorney at Law  
P. O. Box 100  
Rockville, VA 23146

AMENDED DECLARATION OF  
COVENANTS, EASEMENTS, RESTRICTIONS  
AND AFFIRMATIVE OBLIGATIONS

WHEREAS, a Declaration of Covenants, Easements, Restrictions and Affirmative Obligations (hereinafter referred to as "the Declaration") applicable to 133.47 acres, "Meredith Farms" subdivision was recorded in Deed Book 444, page 564, Clerk's Office, Circuit Court of Goochland County, Virginia; and

WHEREAS, the Developer desires to amend and modify certain portions of the Declaration as it applies to Parcel G, 10± acres of said subdivision;

NOW, THEREFORE, the following listed Paragraphs of the Declaration are amended as follows:

1. Paragraph 7 is amended and modified to exclude Lot G from the 2500 square footage minimum requirement. The minimum square footage of living space for a dwelling on Lot G shall be One Thousand (1,000) square feet.

2. Paragraph 13(2) is amended and modified to specifically delete the annual maintenance fee for Lot G (initially \$150.00 per

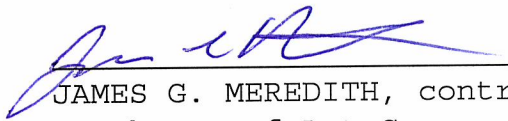
year). No dues shall be required of the owner of Lot G.

In all other respects the Declaration, as recorded, is hereby ratified and affirmed.

WITNESS the following signatures and seals.

MERROG, LLC, a Virginia limited liability company

By:  (SEAL)  
Gary R. Rogliano, Member

 (SEAL)  
JAMES G. MEREDITH, contract Purchaser of Lot G

STATE OF VIRGINIA  
COUNTY OF HENRICO :

The foregoing instrument was acknowledged before me this 15<sup>TH</sup> day of DECEMBER, 2002, by Gary R. Rogliano, Member of MERROG, LLC, a Virginia limited liability company.

My commission expires 3/31/03.

  
Notary Public

020006385



STATE OF VIRGINIA  
COUNTY OF HENRICO :

The foregoing instrument was acknowledged before me this  
15<sup>TH</sup> day of DECEMBER, 2002, by James G. Meredith.

My commission expires 3/31/03.

Paula Michelle Allen  
Notary Public



INSTRUMENT #020006385  
RECORDED IN THE CLERK'S OFFICE OF  
GOOCHLAND COUNTY ON  
DECEMBER 18, 2002 AT 10:02AM  
LEE G. TURNER, CLERK

BY: Charlotta Carpenter (DC)

02 0006385