

0548

Rural Subdivision of the Property of Keeping Company, L.C.", dated December 20, 2005,
drawn by Randy A. Stowers, L.S.

ARTICLE II

PROPERTY SUBJECT TO COVENANTS

Section 1. Property Subject to Covenants: The Tract 1 and Tract 2 (and only Tract 1 and Tract 2) shall be subject to the restrictive covenants and conditions set forth in Article III, below.

Section 2. Excluded Property. The restrictive covenants and conditions set forth in Article III, below, shall not be applicable to the remaining portion of the Property containing 44.2499 acres, more or less, designated as Residue on the attached Subdivision Plat.

ARTICLE III

USE, RESTRICTIONS AND COVENANTS

Tract 1 and Tract 2 (and only Tract 1 and Tract) shall be subject to the following restrictions, covenants and conditions, which shall constitute covenants real running with the title to Tract 1 and Tract 2, and shall be binding upon all parties having any right, title or interest in and to said Lots or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof:

1. ~~All Lots shall be used for single family residential purposes only.~~
2. No signs or advertising of any nature shall be erected or maintained on any Lot except "For Sale" signs for said Lot, which signs shall not exceed ~~five (5)~~ ^{thirty (30)} square feet in area; provided, however, that the signs used by the Declarant to advertise the Property during construction and sale shall not be subject to the terms of this restriction. No "For Rent" signs shall be allowed or displayed on any Lot.
3. No ~~boats, mobile homes, motor homes, campers, commercial buses, trailers of any type, tractors, trucks or other motor vehicles (other than automobiles, motorcycles, pickup trucks, and 3/4 ton [or less] vans)~~ shall be permitted on any Lot, ~~unless stored in a garage out of public view.~~ No motor vehicle, or material portion thereof, which does not have a current license and current Virginia inspection sticker shall be permitted on any Lot,

unless stored from public view ~~in a garage, barn or other approved structure.~~

4. (a) ~~The Owner of any Lot may maintain not more than four (4) horses on each of said Lots. Any such horses must be the property of the Owner of such Lot.~~

~~(b) Except for permitted horses as referenced under Section 4(a), above, no animals of any kind (including livestock, poultry or birds) shall be permitted on any Lot, except that dogs, cats and other usual household pets may be kept, provided that they are not kept, bred or maintained for commercial or charitable purposes or in unusual numbers.~~

~~(d) No dogs, cats or other household pets shall be allowed to run at large.~~

5. (a) No noxious, dangerous or offensive activities shall be conducted upon any Lot or any portion thereof, nor shall anything be done thereon which may be, or may become, an annoyance, hazard or nuisance to abutting properties or the area or neighborhood in general. ~~It is the intent of the Declarant hereby that all structures and grounds shall be created and maintained with proper appearance from streets and adjoining properties, and to insure that no adverse impact upon properties in the area shall occur from the omission of noise, dust, odor, glare, vibration or smoke, or any other omission or waste which might constitute a nuisance or hazard.~~

(b) No animal waste shall be allowed to accumulate or be stored upon any Lot, and may not be applied to any Lot as a fertilizer or otherwise.

~~(c) The Owner of each Lot shall comply with all laws, ordinances and regulations now or hereafter in effect of all governmental authorities applicable to the use and/or occupancy of any such Lot. Each Lot shall be maintained by the Owner in full compliance with any and all applicable environmental laws and regulations, and there shall be no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under or about any Lot.~~

6. In the event that a dwelling or other appurtenant structure situate upon the Lot is destroyed, the Owner of the dwelling, within ~~thirty (30)~~ ^{sixty (60)} days from said destruction, shall clear away any debris and the remaining portion of the dwelling or other appurtenant structure and maintain the Lot in a neat and orderly condition.

7. ~~In the event a dwelling or other appurtenant structure situate upon the Lot is damaged, or has materially deteriorated, the Owner shall immediately repair the~~

unless legally prohibited or prohibited by insurance investigation.

~~Damage or deterioration and shall remove all debris.~~

8. (a) No Lot or any portion thereof shall be used or maintained as a dumping ground for rubbish, trash, junk or other debris.

~~(b) Trash, garbage or other waste shall be kept in sanitary containers with lids securely attached. No plastic or similar trash bag shall be placed or stored outside unless placed in sanitary containers with lids securely attached. No refuse or any container for same shall be placed or stored in front of any residence, except on the date of private garbage pickup. If private garbage pickup is used, all trash must be kept in sanitary containers with adequate lids or covers attached, which containers shall be removed from the front of any residence promptly after private garbage pickup occurs.~~

9. ~~No exterior clothes lines or hanging device shall be permitted on any Lot.~~

10. No business, commercial enterprise or occupation of any kind other than a home occupation shall be permitted or conducted in or on any Lot. As used herein, a "home occupation" is defined to be an occupation carried on by the occupant (and only the occupant) of a residence or dwelling house as a secondary use in connection with which there is no display or commercial signage, and no one is employed other than members of the family residing upon the Lot.

→ To be modified.

11. (a) ~~Each Owner shall keep each Lot owned by him and all improvements therein or 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, and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management.~~

~~(b) The Owner of any Lot shall maintain any fence which may be presently located upon or hereafter erected upon any Lot in good condition and repair, including, but not limited to, the appearance of said fence as originally constructed, and the repair, construction, reconstruction and maintenance thereof.~~

~~(c) Fences and walls constructed hereafter shall be constructed of wood, stone or brick, except that gates may be constructed of iron. If new fencing is constructed of wood, the fence shall consist of four board construction with fascia board and shall be painted/stained black in color. Declarant reserves the right to add to the list of approved materials for fences and walls.~~

~~(d) Use of wire fencing (excepting therefrom any wire~~

~~fencing in place at the time of acquisition of title to any Lot by an Owner) or chainlink fencing is expressly prohibited upon any Lot.] All fencing shall be maintained in good repair.~~

12. No dwelling shall be erected on any Lot which shall contain less than ~~3,000~~ ^{1,750} square feet of finished living space.

above
grade

"Finished living space" shall be computed using outside foundation measures and shall not include basements or attics, whether habitable or not, or carports, garages, porches, terraces, decks or outbuildings.

~~Split level and story and half houses shall not be allowed. All dwellings shall be traditional or colonial in design. No contemporary structures shall be permitted.~~

13. No firearms may be discharged on any Lot, except in self defense ~~and legal varmit control~~, No target practice allowed.

14. ~~The Owner of any Lot shall take all necessary steps to establish and maintain erosion and silt control barriers in order to control runoff of sediment and silt from any building site located upon any Lot during construction of any improvements thereon.~~

15. ~~Any dwelling or garage erected upon any Lot shall have brick, stone or stucco on the exposed foundations thereof. Parged block is prohibited.] All driveways shall be maintained in good order, appearance and condition.~~

16. ~~No satellite dish with a diameter greater than 30 inches for the transmission or reception of television, radio, or electronic signals, or any other form of electromagnetic radiation shall be erected, used or maintained outdoors on any Lot.~~

17. ~~Existing telephone, electric and cable lines, wires and poles located upon any Lot may remain in place; however, any lines, wires or other devices used for the communication or transmission of electric current or power, including telephone, television or radio signals, which may hereafter be installed shall be erected, placed or installed upon any Lot shall be contained in conduits or cables installed and maintained underground.~~

18. (a) No dwelling, structure, addition or exterior alteration shall be constructed upon any Lot, unless the plan of construction, including quality of workmanship, design, colors and materials shall have been approved in writing by the Declarant or its designee(s), ~~as being in harmony with the existing structures located on the retained Residue and structures located upon adjacent properties. Buildings must be of traditional or colonial design and finish, and must be situated, designed, constructed and~~

finished so as not to detract from the natural beauty of the surroundings. The power to determine compliance with this standard shall rest solely in the discretion of the Declarant or its designee(s).

(b) No construction of any dwelling, garage, or other outbuilding shall be commenced until the Declarant or its designee(s) has approved in writing the [1] siting or location, [2] design or style, [3] construction materials, and [4] color scheme of the dwelling, garage, utility or other outbuilding.

(c) No appurtenant structures such as barns, gazebos or garden sheds shall be commenced prior to the commencement of construction of the main residence upon Lot.

(d) Approved roof materials shall include slate, natural cedar shake or black standing seam metal roofs. The Declarant reserves the right to add to the list of approved roofing materials.

(e) The exterior of the dwelling, garage, and any other outbuilding or appurtenant structure erected on any Lot shall be of wood, stone, brick or a combination thereof, including all foundations. The Declarant reserves the right to add to the list of approved exterior materials, providing that the quality of such approved materials shall be in keeping with the quality of the materials used upon the Lots.

(f) No mailbox shall be located or constructed within the rights of way to be dedicated to the Virginia Department of Transportation for public streets without the prior written consent of the Virginia Department of Transportation.

(g) No dwelling may be occupied as a residence unless and until a final Certificate of Occupancy has been issued by the County of Frederick, Va. or other governmental entity having jurisdiction thereof.

(h) The Declarant expressly reserves the right, in Declarant's sole and absolute discretion, to assign all of the powers and authority reserved to the Declarant herein. The Declarant or its designees shall not have any liability whatsoever to any person or entity for any exercise or non-exercise of the powers and authority herein reserved.

19. No motorcycle, snowmobile, all terrain vehicle, "dirt bike", or other motorized recreational vehicle shall be operated upon any Lot, except that as a means for transportation directly to and from a dwelling.
20. No Lot may be further subdivided or conveyed except as a whole. ~~provided, however, that this restriction shall not~~

and as required for the operation of an agricultural enterprise, No recreational ATV use permitted.

~~be construed so as to prohibit the conveyance of such minimal amounts of land as may be necessary to resolve boundary adjustments.~~

21. ~~Landscaping shall be designed in accord with professional standards. Such landscaping, including lawn areas, trees and shrubbery shall be maintained in excellent condition by cutting, trimming, feeding, watering and weeding. No tree of 3" caliber or greater may be cut or otherwise removed from any Lot without the permission of the Declarant, or its designees. Every reasonable effort shall be made to preserve all trees which currently exist on any of the Lots.~~
22. ~~(a) All septic systems located upon any Lot shall be maintained in accordance with the manufacturer's specifications and any and all applicable law, rule or ordinance. Any septic tank located upon any Lot shall be pumped on not less than an annual basis or more often as required by applicable law or manufacturer's specifications.~~
~~(b) Only one well may be drilled on any Lot to serve the residence and outbuilding located thereon.~~
23. All of the covenants and restrictions herein shall be binding and remain in full force and effect for a period of twenty-five (25) years from the date of this instrument and shall be renewed automatically for additional successive ten (10) year periods, unless the Owners of the Lots shall, at least six (6) months prior to any such renewal date, execute and record an agreement amending said covenants and restrictions. During the initial twenty-five (25) year term, these covenants and restrictions may not be amended by the Owners of the Lots without the consent of the Declarant, which consent may be arbitrarily withheld or denied. Any amendment must be properly recorded among the land records in the Clerk's Office of the Circuit Court of Frederick County, Virginia in order to become binding and effective.
24. The invalidation of any one of the covenants or restrictions contained herein by judgment or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect. The failure of the Owner of Lot to enforce any covenants or restrictions shall not be deemed to be a waiver of the right to do so thereafter as to a default occurring prior or subsequent thereto.
25. The Declarant herein reserves and shall have the right alone to waive any one or more of the restrictive covenants and conditions contained herein as to any Lot owned by the Declarant. The Declarant further reserves the right alone to impose additional restrictive covenants and restrictions as to any Lot or Lots owned by it at the

time of the imposition and such imposition shall not affect the binding effect of these provisions upon any other Lots owned by the Declarant.

ARTICLE IV

SUBDIVISION

Section 1. That for and in consideration of the premises and the benefits which will accrue by reason of this Deed of Subdivision, the Owner does hereby subdivide a portion of the Property into Tract 1 and Tract 2, as more fully set forth on the attached Subdivision Plat.

ARTICLE V

RESIDUE PARCEL

Section 1. The remaining portion of the Property containing 44.2944 acres, more or less, designated as Residue on the attached Subdivision Plat, shall not be subject to the restrictive covenants and conditions set forth in Article III, above. No negative reciprocal easement shall arise from the terms of this Deed of Dedication so as to benefit or bind any portion of the Residue until the Owner expressly subjects such Residue or any portion thereof to the provisions of this Deed of Dedication (with such additions, deletions or modifications as the Owner shall deem appropriate) by instrument duly executed and recorded in the Clerk's Office of the Circuit Court of Frederick County, Va.

ARTICLE VI

EASEMENTS/CONSENT

Section 1. Easements:

a. Designated upon the Subdivision Plat are the location of proposed drainfields, a drainfield easement, proposed wells, building restriction lines and other matters upon Tract 1 and Tract 2, which easements and other matters as set forth thereon are hereby impressed upon and shall run with the title to the Tract 1 and Tract 2, as applicable.

b. Tract 1 shall be subject to that certain "Drainfield Easement" as more particularly set forth on the attached Subdivision Plat (the "Drainfield Easement"), which Drainfield Easement is hereby reserved for the benefit the adjacent Residue. The Declarant, and its successor and assigns in title to the Residue, shall have the right to install, construct, maintain, repair, reconstruct and remove a septic drainfield system within the confines of the Drainfield Easement. The Drainfield Easement shall be permanent and perpetual.

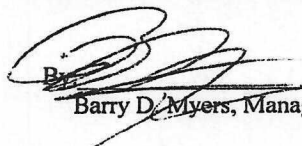
c. The Owner hereby dedicates a strip of land, twenty-five feet (25') in width, situate along the southern side of Vacluse Road (Route 638) to the Commonwealth of Virginia for the future improvement of Vacluse Road, as more particularly described upon the attached Subdivision Plat.

d. An ingress/egress easement for purposes of access from Vacluse Road (Route 638) to Tract 2, fifty feet (50') in width, is hereby impressed upon a portion of the remaining portion of the Property designated as Residue and over a portion of Tract 1, as more particularly described upon the attached Subdivision Plat (the "Ingress/Egress Easement"). The Ingress/Egress Easement created hereby shall be a permanent, perpetual and appurtenant easement for the benefit of Tract 2. Any and all cost and expense of construction, installation, maintenance and repair of the Ingress/Egress Easement shall be the sole responsibility and liability of the Owner of Tract 2. The Ingress/Egress Easement shall be kept and maintained in good condition and repair at all times.

Section 2. County Consent: The County of Frederick, Virginia consents to the subdivision of the Property as set forth on the Subdivision Plat as evidenced by its execution of the Subdivision Plat.

WITNESS these signatures and seals:

KEEPING COMPANY, L.C.

By  (SEAL)
Barry D. Myers, Manager

unless use of the easement through Tract I is shared with the owner of Tract 1 in which case the costs shall be shared.