

BOOK 416 PAGE 98
**RESTRICTIONS AND COVENANTS
TRENHOLM WOODS**

THIS DECLARATION is made and executed this 14th day of June, 1999,
by S.H. PATTERSON, JR., Owner.

RECITALS

WHEREAS the Owner is the fee simple owner of certain real property located in Powhatan County, Virginia, as shown on Exhibit A attached hereto and made a part hereof (which real property and any additional real property subjected to this Declaration in accordance with the provisions hereof but not including any portions of such property deleted from the provisions hereof as hereinafter provided, are hereinafter referred to as the "Property") and desires to provide for the orderly development of a residential community hereon..

WHEREAS THE Owner desires to subject the Property to the restriction hereinafter set forth for the benefit of the Property and each owner of portions thereof.

NOW THEREFORE, the Owner hereby declares the Property is and shall be held, transferred, sold, conveyed, occupied and used subject to the covenants, conditions, ad restrictions hereinafter set forth, such covenants, conditions and restrictions to run with, bind and burden the Property for and during the period of time hereinafter specified.

A. ARCHITECTURAL CONTROL COMMITTEE

1. No building, structure, outbuilding, fence, wall or improvement of any nature whatsoever (except for interior alterations to existing structures not affecting the external structure or appearance of any improvement on any portion of the Property) shall be constructed on the Property unless and until the plans for such construction shall have been approved in writing by the Architectural control committee (the "Committee"). No construction shall begin and no portion of the Property shall be graded except in accordance with such approved plans for a modification thereof that has also been approved by the Committee pursuant to separate application therefore.
2. No plans for a primary dwelling shall be approved unless the living area of such dwelling, exclusive of carports, porches and garages, shall exceed 1200 square feet.
3. Approval by the Committee shall be based upon compliance with the provisions of this Declaration, the quality of workmanship and materials, harmony of external provisions of this Declaration, the quality of workmanship and materials, harmony of external design with surrounding

Prepared By: Joan Patterson

structures, locations of improvements with respect to topography and finished grade elevation, portions of the Property, the effect of the proposed **construction on the natural tree growth and vegetation and all other factors** which in the sole opinion of the committee will affect the desirability and suitability of the proposed improvements.

4. **Approval by the Committee shall not constitute a basis for liability of the members of the Committee, the Committee or the Owner for any reason including without limitation: (i) Failure of the plans to conform to any applicable building codes or (ii) inadequacy or deficiency in the plans resulting in defects in the improvements.**

5. **The Committee shall consist of two persons. The initial committee members shall be S. H. Patterson, Jr., and Joan W. Patterson. These members may be removed by the Owner with or without cause and all successors shall be appointed by the Owner as long as the Owner has an ownership interest in the Property and thereafter as the owners of portions of the Property shall determine among themselves. The committee members shall not be entitled to any compensation for their activities hereunder. The Committee may designate a representative to act in its behalf for his activities hereunder. Any one member of the Committee may act on behalf of the committee with holding a meeting of a full committee or giving notice to the other member.**

6. **The authority of the committee hereunder, its procedure and make-up may be modified or abrogated by duly recorded instrument executed by owners of eighty percent (80%) if the lots created on the Property, except as to the rights of the Owner provided in Section 5 hereof.**

B. GENERAL RESTRICTIONS

1. **No lot shown on a plat of subdivision of the property ("Lot") shall be used except for single family residential purposes and for purposes incidental thereto, except for model homes utilized by builders. Only one residence if not more than three stories in height shall be constructed on a Lot; provided, however, that outbuildings and other improvements may be constructed if approved by the committee as herein before provided.**
2. **No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than six square feet advertising the Lot for sale or rent, or signs used by a builder to advertise the Lot during the construction and sale period.**
3. **No trailer, tent, shack, garage, barn, or other outbuildings 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 a residence.**

4. No trailer camper, recreational vehicle or boat having a height of five feet or more shall be parked more than 12 hours in any one week on any Lot, including any driveway, so as to be visible from any street.
5. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, and other household pets may be kept, provided: (i) they are not raised, bred, or kept for commercial purposes and (ii) they shall not become an annoyance or nuisance to other Lot owners.
6. No obnoxious or offensive activity shall be carried on or allowed upon any portion of the Property, nor shall anything be done thereon that may be or become a nuisance or an annoyance.
7. 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 maintained in a neat and orderly manner. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition in rear yards only.
8. No Lot may be subdivided, altered, or modified except as provided on the subdivision plat(s) recorded and to be recorded in connection with the development of the Property except that if no Lots shown on any such plat have been sold, the Owner may modify same by duly recorded instrument.
9. Each improved Lot shall be maintained free of tall grass, undergrowth, dead trees, weeds and trash, and generally, free of any condition that would decrease the attractiveness of the Property. No cars or other vehicles not in good running order and/or without current license and inspection stickers shall be permitted to remain except in a garage. All buildings on a Lot shall be maintained in good condition and appearance.
10. No above ground swimming pools, except baby pools, shall be permitted on the Property.
11. All driveways and set-back lines shall be subject to the approval of the Committee.
12. All exposed foundation of single family residences constructed on the Property shall be of brick. Other material (example - stone, drivit, etc.) May be approved by the A.C.C.
13. No aluminum siding shall be used on any improvements, except for aluminum trim, storm window, or gutters.

14. The roof pitch, except for covered porches, shall have a minimum of five-inch rise per foot.
15. All single family residences shall have some covered exterior appurtenance on either the front or side elevations such as covered stoops, porches, decks, or breezeways. No screened-in front porches or stoops shall be allowed on front elevation.
16. All fencing to be approved by the Architectural Control Committee. No chain link or metal fences in a front yard.
17. All roof shingles shall be dimensional shingles or equivalent, with approval of the color by the Architectural Control Committee required. Metal roof may be approved.
18. Unless approved by the Committee, no antenna, aerial or device of any kind used for the purpose of transmitting or receiving radio, television, microwave, or satellite signals, shall be placed or erected on any lot or on the exterior of any structure or house, that is visible from any street.
19. Any of the provisions of these restrictions may be modified or waived at any time by a majority of the Architectural Control Committee.
20. Every record owner of a lot in the subdivision described in Exhibit A attached hereto shall be a member of Trenholm Wood and shall comply with all its By-laws and regulations.

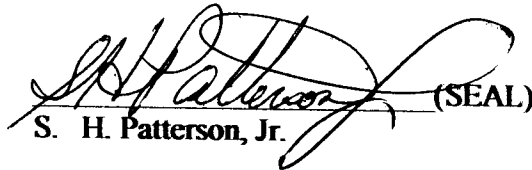
MISCELLANEOUS

1. **ENFORCEMENT.** Enforcement shall be by proceedings at law or inequity, either to restrain violations or to recover damages, against any person or persons violating or attempting to violate any covenant or restriction set forth herein. Failure of any party with an interest in the Property to enforce any covenant or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce the same. Any party found by a court of competent jurisdiction to be in breach or default of any provision contained herein, shall be responsible for the petitioning parties attorney's fees and court costs.
2. **SEVERABILITY.** Invalidity of any of the provisions hereof by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
3. **DURATION.** These provisions are to run with the land and shall be binding

on all parties owning portions of the Property and all persons claiming under them for a period of 25 years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for additional periods of ten years each unless an instrument signed by majority of the owners of Lots has been recorded.

4. **AMENDMENT.** This Declaration may be modified or amended by duly recorded instrument signed by 80% of the then owners of the Lots or by the Owner, as long it retains any interest in the Property, unless specifically prohibited herein.

WITNESS the following signature and seal:

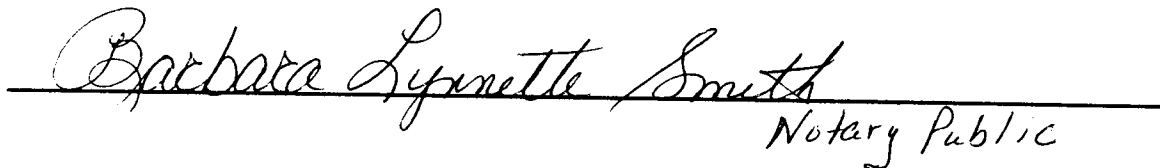
 (SEAL)
S. H. Patterson, Jr.

STATE OF VIRGINIA

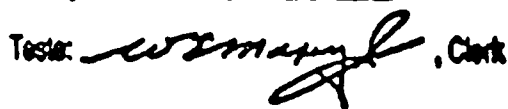
County Powhatan OF Powhatan, TO - WIT:

The foregoing restrictions and covenants were acknowledged before me this 31st day of July, 2000, by S. H. Patterson, Jr.

My commission expires: April 30, 2004


Notary Public

VIRGINIA: In the Clerk's office of the Circuit Court of the County of Powhatan the 1st day of September 2000 this document _____ was presented, and with certificate _____ of acknowledgement _____ thereto annexed, admitted to record at 9:56 o'clock A. M. and PAYMENT of \$ - tax imposed by Sec. 58.1-802 received. State Tax \$ _____ County Tax \$ -

Teste: , Clerk

**THIS DECLARATION is made and executed this 14th day of June, 1999,
by S.H. PATTERSON, JR., Owner.**

RECITALS

WHEREAS the Owner is the fee simple owner of certain real property located in Powhatan County, Virginia, as shown on Exhibit A attached hereto and made a part hereof (which real property and any additional real property subjected to this Declaration in accordance with the provisions hereof, but not including any portions of such property deleted from the provisions hereof as hereinafter provided, are hereinafter referred to as the "Property") and desires to provide for the orderly development of a residential community thereon.

WHEREAS THE Owner desires to subject the Property to the restriction hereinafter set forth for the benefit of the Property and each owner of portions thereof.

NOW THEREFORE, the Owner hereby declares the Property is and shall be held, transferred, sold, conveyed, occupied and used subject to the covenants, conditions, and restrictions hereinafter set forth, such covenants, conditions and restrictions to run with, bind and burden the Property for and during the period of time hereinafter specified.

A. ARCHITECTURAL CONTROL COMMITTEE

- 1. No building, structure, outbuilding, fence, wall or improvement of any nature whatsoever (except for interior alterations to existing structures not affecting the external structure or appearance of any improvement on any portion of the Property) shall be constructed on the Property unless and until the plans for such construction shall have been approved in writing by the Architectural Control Committee (the "Committee"). No construction shall begin and no portion of the Property shall be graded except in accordance with such approved plans for a modification thereof that has also been approved by the Committee pursuant to separate application therefore.**
- 2. No plans for a primary dwelling shall be approved unless the living area of such dwelling, exclusive of carports, porches and garages, shall exceed 1,200 square feet.**

improvements with respect to topography and finished grade elevation, the effect of the construction on the outlook from surrounding portions of the Property, the effect of the proposed construction on the natural tree growth and vegetation and all other factors which in the sole opinion of the Committee will affect the desirability and suitability of the proposed improvements.

4. Approval by the Committee shall not constitute a basis for liability of the members of the Committee, the Committee or the Owner for any reason including without limitation: (i) Failure of the plans to conform to any applicable building codes or (ii) inadequacy or deficiency in the plans resulting in defects in the improvements.
5. The Committee shall consist of two persons. The initial committee members shall be S. H. Patterson, Jr., and Joan W. Patterson. These members may be removed by the Owner with or without cause and all successors shall be appointed by the Owner as long as the Owner has an ownership interest in the Property and thereafter as the owners of portions of the Property shall determine among themselves. The committee members shall not be entitled to any compensation for their activities hereunder. The Committee may designate a representative to act in its behalf and such representative shall not be entitled to compensation for his activities hereunder. Any one member of the Committee may act on behalf of the committee with holding a meeting of a full committee or giving notice to the other member.
6. The authority of the committee hereunder, its procedure and make-up may be modified or abrogated by duly recorded instrument executed by owners of eighty percent (80%) of the lots created on the Property, except as to the rights of the Owner provided in Section 5 hereof.

B. GENERAL RESTRICTIONS

1. No lot shown on a plat of subdivision of the property ("Lot") shall be used except for single family residential purposes and for purposes incidental thereto, except for model homes utilized by builders. Only one residence of not more than three stories in height shall be constructed on a Lot; provided, however, that outbuildings and other improvements may be constructed if approved by the committee as hereinbefore provided.
2. No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than six square feet advertising the Lot for sale or rent,

3. No trailer, tent, shack, garage, barn, or other outbuildings 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 a residence.
4. No trailer, camper, recreational vehicle or boat having a height of five feet or more shall be parked over 12 hours in any one week on any Lot, including any driveway, so as to be visible from any street.
5. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, and other household pets may be kept, provided: (i) they are not raised, bred, or kept for commercial purposes and (ii) they shall not become an annoyance or nuisance to other Lot owners.
6. No obnoxious or offensive activity shall be carried on or allowed upon any portion of the Property, nor shall anything be done thereon that may be or become a nuisance or an annoyance.
7. 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 maintained in a neat and orderly manner. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition in rear yards only.
8. No Lot may be subdivided, altered, or modified except as provided on the subdivision plat (s) recorded and to be recorded in connection with the development of the Property except that if no Lots shown on any such plat have been sold, the Owner may modify same by duly recorded instrument.
9. Each improved Lot shall be maintained free of tall grass, undergrowth, dead trees, weeds, trash, and generally, free of any condition that would decrease the attractiveness of the Property. No cars or other vehicles not in good running order and/or without current license and inspection stickers shall be permitted to remain except in a garage. All buildings on a Lot shall be maintained in good condition and appearance.
10. No above ground swimming pools, except baby pools, shall be permitted on the Property.
11. All driveways and set-back lines shall be subject to the approval of the Committee.

13. No aluminum siding shall be used on any improvements, except for aluminum trim, storm window, or gutters.
14. The roof pitch, except for covered porches, shall have a minimum of five-inch rise per foot.
15. All single family residences shall have some covered exterior appurtenance on either the front or side elevations, such as covered stoops, porches, decks, or breezeways. No screened-in front porches or stoops shall be allowed on front elevation.
16. All fencing to be approved by the Architectural Control Committee. No chain link or metal fences in front yard.
17. All roof shingles shall be dimensional shingles or equivalent, with approval of the color by the Architectural Control Committee required. Metal roofs may be approved.
18. Unless approved by the Committee, no antenna, aerial or device of any kind used for the purpose of transmitting or receiving radio, television, microwave, or satellite signals, shall be placed or erected on any lot, or on the exterior of any structure or house, that is visible from any street.
19. Any of the provisions of these restrictions may be modified or waived at any time by a majority of the Architectural Control Committee.
20. Every record owner of a lot in the subdivision described in Exhibit A attached hereto shall be a member of Trenholm Woods and shall comply with all its By-laws and regulations.

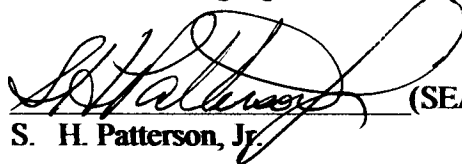
MISCELLANEOUS

1. **ENFORCEMENT.** Enforcement shall be by proceedings at law or in equity, either to restrain violation or to recover damages, against any person or persons violating or attempting to violate any covenant or restriction set forth herein. Failure of any party with an interest in the Property to enforce any covenant or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce the same. Any party found by a court of competent jurisdiction to be in breach or default of any provision contained herein, shall be responsible for the petitioning parties attorney's fees and court costs.

remain in full force and effect.

3. **DURATION.** These provisions are to run with the land and shall be binding on all parties owning portions of the Property and all persons claiming under them for a period of 25 years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for additional periods of ten years each unless an instrument signed by majority of the then owners of Lots has been recorded.
4. **AMENDMENT.** This Declaration may be modified or amended by duly recorded instrument signed by 80% of the then owners of the Lots or by the Owner, as long as it retains any interest in the Property, unless specifically prohibited herein.

WITNESS the following signature and seal:

 (SEAL)
S. H. Patterson, Jr.

STATE OF VIRGINIA

S. H. Patterson, Jr. OF Powhatan, TO - WIT:

The foregoing restrictions and covenants were acknowledged before me this
29th day of July, 2000, by S. H. Patterson, Jr.
September

My commission expires: December 31, 2001


NOTARY PUBLIC

(SEAL)

VIRGINIA: In the Clerk's office of the Circuit Court of the
County of Powhatan the 29th day of September 2000
this document _____ was presented, and with certificate _____
of acknowledgement _____ thereto annexed, admitted to record
at 16:01 o'clock P M. and PAYMENT of \$ — tax im-
posed by Sec. 58.1-802 received. State Tax \$ —
County Tax \$ —

Teste: , Clerk

#3882-00
Mailed to:
S. H. Patterson, Jr.
2033 Old Tavern Road
Powhatan, VA 23139

REVISED 3/19/2002

THIS DECLARATION is made and executed this 19th day of March, 2002 by **S.H. PATTERSON, JR., Owner.**

RECITALS

WHEREAS the Owner is the fee simple owner of certain real property located in Powhatan County, Virginia, as shown on Exhibit A attached hereto and made a part hereof (which real property and any additional real property subjected to this Declaration in accordance with the provisions hereof, but not including any portions of such property deleted from the provisions hereof as hereinafter provided, are hereinafter referred to as the "Property") and desires to provide for the orderly development of a residential community thereon.

WHEREAS THE Owner desires to subject the Property to the restriction hereinafter set forth for the benefit of the Property and each owner of portions thereof.

NOW THEREFORE, the Owner hereby declares the Property is and shall be held, transferred, sold, conveyed, occupied and used subject to the covenants, conditions, and restrictions hereinafter set forth, such covenants, conditions and restrictions to run with, bind and burden the Property for and during the period of time hereinafter specified.

A. ARCHITECTURAL CONTROL COMMITTEE

1. No building, structure, outbuilding, fence, wall or improvement of any nature whatsoever (except for interior alterations to existing structures not affecting the external structure or appearance of any improvement on any portion of the Property) shall be constructed on the Property unless and until the plans for such construction shall have been approved in writing by the Architectural Control Committee (the "Committee"). No construction shall begin and no portion of the Property shall be graded except in accordance with such approved plans for a modification thereof that has also been approved by the Committee pursuant to separate application therefore.
2. No plans for a primary dwelling shall be approved unless the living area of such dwelling, exclusive of carports, porches and garages, shall exceed 1,400 square feet.

Prepared by Joan W. PATTERSON

provisions of this Declaration, the quality of workmanship and materials, harmony of external design with surrounding structures, locations of improvements with respect to topography and finished grade elevation, the effect of the construction on the outlook from surrounding portions of the Property, the effect of the proposed construction on the natural tree growth and vegetation and all other factors which in the sole opinion of the Committee will affect the desirability and suitability of the proposed improvements.

4. Approval by the Committee shall not constitute a basis for liability of the members of the Committee, the Committee or the Owner for any reason including without limitation: (i) Failure of the plans to conform to any applicable building codes or (ii) inadequacy or deficiency in the plans resulting in defects in the improvements.
5. The Committee shall consist of two persons. The initial committee members shall be S. H. Patterson, Jr., and Joan W. Patterson. These members may be removed by the Owner with or without cause and all successors shall be appointed by the Owner as long as the Owner has an ownership interest in the Property and thereafter as the owners of portions of the Property shall determine among themselves. The committee members shall not be entitled to any compensation for their activities hereunder. The Committee may designate a representative to act in its behalf and such representative shall not be entitled to compensation for his activities hereunder. Any one member of the Committee may act on behalf of the committee without holding a meeting of a full committee or giving notice to the other member. The authority of the committee hereunder, its procedure and make-up may be modified or abrogated by duly recorded instrument executed by owners of ninety-five percent (95%) of the lots created on the Property, except as to the rights of the Owner provided in Section 5 hereof.
6. All house plans will be approved by S. H. Patterson, Jr. & Joan W. Patterson.

B. GENERAL RESTRICTIONS

1. No lot shown on a plat of subdivision of the property ("Lot") shall be used except for single family residential purposes and for purposes incidental thereto, except for model homes utilized by builders. Only one residence of not more than three stories in height shall be constructed on a Lot; provided, however, that outbuildings and other improvements may be constructed if approved by the committee as hereinbefore provided.

any structure or a temporary character be used as a residence.

3. No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than six square feet advertising the Lot for sale or rent, or signs used by a builder to advertise the Lot during the construction and sale period.
4. No trailer, camper, recreational vehicle or boat having a height of five feet or more shall be parked over 12 hours in any one week on any Lot, including any driveway, so as to be visible from any street.
5. No animals, livestock (cows, horses, sheep, and pigs are livestock) of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept, provided: (i) they are not raised, bred, or kept for commercial purposes and (ii) they shall not become an annoyance or nuisance to other Lot owners (iii) they must meet county ordinances.
6. No obnoxious or offensive activity shall be carried on or allowed upon any portion of the Property, nor shall anything be done thereon that may be or become a nuisance or an annoyance to the neighborhood.
7. 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 maintained in a neat and orderly manner. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition at all times. No drains from washing machines or any utilities shall lead to open ditches or easements of any kind.
8. No Lot may be subdivided, altered, or modified except as provided on the subdivision plat (s) recorded and to be recorded in connection with the development of the Property except that if no Lots shown on any such plat have been sold, the Owner may modify same by duly recorded instrument.
9. Each improved Lot shall be maintained free of tall grass, undergrowth, dead trees, weeds, trash, and generally, free of any condition that would decrease the attractiveness of the Property. No cars or other vehicles not in good running order and/or without current license and inspection stickers shall be permitted to remain except in a garage. All buildings on a Lot shall be maintained in good condition and appearance.
10. Where possible and conditions permit, there will be no strip clearing of all trees from any lot. Any one erecting improvements on the said lots must strive to leave a natural tree buffer on both the rear and sides of all lots. However,

11. No above ground swimming pools, except baby pools, shall be permitted on the Property.
12. All driveways and set-back lines shall be subject to the approval of the Committee.
13. All exposed foundations, stoops, and steps of single family residences constructed on the Property shall be of brick. Salt treated or other approved material may be used for decks and steps on the back of house. (All fireplaces shall be constructed of only stone or brick).
14. No aluminum siding shall be used on any improvements, except for aluminum trim, storm window, or gutters.
15. The roof pitch, except for covered porches, shall have a minimum of five-inch rise per foot.
16. All single family residences shall have some covered exterior appurtenance on either the front or side elevations, such as covered stoops, porches, decks, or breezeways. No screened-in front porches or stoops shall be allowed on front elevation.
17. All fencing to be approved by the Architectural Control Committee. No chain link or metal fences in front yard.
18. All roof shingles shall be dimensional shingles or equivalent, with approval of the color by the Architectural Control Committee required.
19. Unless approved by the Committee, no antenna, aerial or device of any kind used for the purpose of transmitting or receiving radio, television, microwave, or satellite signals, shall be placed or erected on any lot, or on the exterior of any structure or house, that is visible from any street.
20. Any of the provisions of these restrictions may be modified or waived at any time by a majority of the Architectural Control Committee.
21. Construction of improvements on the lots must be performed in a workmanlike manner, and all exterior work shall be completed within twelve (12) months after construction of the improvements is begun. During the construction the builder and owner shall maintain the property and all roadways free and clear of construction trash and debris.

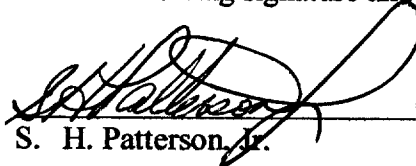
- actual construction of a residence is commenced.
23. All mailboxes must be the same size and color and installed on salt-treated posts.
 24. S. H. Patterson, Jr. and Joan W. Patterson hereby expressly reserve the right to release or modify in part any of the restrictive covenants or conditions contained herein and to impose additional restrictions upon any of the lots.
 25. Every recorded owner of a lot in the subdivision described in Exhibit A attached hereto shall be a member of Trenholm Woods Subdivision and shall comply with all By-laws and Regulations.
 26. To alter, divide or modify the Lot, permission must be granted by the Committee.
 27. No prefabricated improvements shall be erected on any Lot, without brick foundations and Architectural Control Committee approval.
 28. No window or "through the wall" type air conditioners shall be permitted.
 29. No above ground propane tanks that are visible from the street.

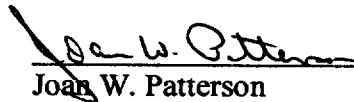
MISCELLANEOUS

1. **ENFORCEMENT.** Enforcement shall be by proceedings at law or in equity, either to restrain violation or to recover damages, against any person or persons violating or attempting to violate any covenant or restriction set forth herein. Failure of any party with an interest in the Property to enforce any covenant or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce the same. Any party found by a court of competent jurisdiction to be in breach or default of any provision contained herein, shall be responsible for the petitioning parties attorney's fees and court costs.
2. **SEVERABILITY.** Invalidation of any of the provisions hereof by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
3. **DURATION.** These provisions are to run with the land and shall be binding on all parties owning portions of the Property and all persons claiming under them for a period of 25 years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for additional

4. **AMENDMENT.** This Declaration can be modified or amended by duly recorded instrument signed by S. H. Patterson, Jr. and Joan W. Patterson.

WITNESS the following signature and seal:

 (SEAL)
S. H. Patterson, Jr.

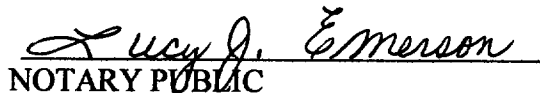
 (SEAL)
Joan W. Patterson

STATE OF VIRGINIA

County OF Powhatan, TO - WIT:

The foregoing restrictions and covenants were acknowledged before me this
19th day of March, 2002, by S. H. Patterson, Jr. and Joan W. Patterson.

My commission expires: May 31, 2004


NOTARY PUBLIC

(SEAL)

All that certain lot, piece or parcel of land, consisting of 24 lots thereunto belonging, lying, situate and being in Macon District, Powhatan County, Virginia, being known, numbered and designated as Lots 1-24, as shown on that certain plat entitled "TRENHOLM WOODS, SECTION "A", MACON DISTRICT, POWHATAN COUNTY, VIRGINIA", prepared by Edmund C. Burruss, dated May 25, 1999, and recorded August 27, 1999, which said plat is duly recorded in the Clerk's Office of the Circuit Court of Powhatan County, Virginia in Plat Cabinet F, Slide 131; reference to which plat is hereby made for a more particular description of said lot.

VIRGINIA: In the Clerk's office of the Circuit Court of the County of Powhatan the 19th day of March 2002 this document _____ was presented, and with certificate _____ of acknowledgement _____ thereto annexed, admitted to record at 1:35 o'clock P. M. and PAYMENT of \$ tax imposed by Sec. 58.1-802 received. State Tax \$ County Tax \$

Teste: W. M. [Signature], Clerk

#1593-02

Delivered to:
S.H. Patterson

THIS DECLARATION is made and executed this 1st day of October 2003, by **S.H. PATTERSON, JR., Owner.**

RECITALS

WHEREAS the Owner is the fee simple owner of certain real property located in Powhatan County, Virginia, as shown on Exhibit A attached hereto and made a part hereof (which real property and any additional real property subjected to this Declaration in accordance with the provisions hereof, but not including any portions of such property deleted from the provisions hereof as hereinafter provided, are hereinafter referred to as the "Property") and desires to provide for the orderly development of a residential community thereon.

WHEREAS THE Owner desires to subject the Property to the restriction hereinafter set forth for the benefit of the Property and each owner of portions thereof.

NOW THEREFORE, the Owner hereby declares the Property is and shall be held, transferred, sold, conveyed, occupied and used subject to the covenants, conditions, and restrictions hereinafter set forth, such covenants, conditions and restrictions to run with, bind and burden the Property for and during the period of time hereinafter specified.

A. ARCHITECTURAL CONTROL COMMITTEE

1. No building, structure, outbuilding, fence, wall or improvement of any nature whatsoever (except for interior alterations to existing structures not affecting the external structure or appearance of any improvement on any portion of the Property) shall be constructed on the Property unless and until the plans for such construction shall have been approved in writing by the Architectural Control Committee (the "Committee"). No construction shall begin and no portion of the Property shall be graded except in accordance with such approved plans for a modification thereof that has also been approved by the Committee pursuant to separate application therefore.
 2. No plans for a primary dwelling shall be approved unless the living area of such dwelling, exclusive of carports, porches and garages, shall exceed 3,000 square feet.
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harmony of external design with surrounding structures, locations of improvements with respect to topography and finished grade elevation, the effect of the construction on the outlook from surrounding portions of the Property, the effect of the proposed construction on the natural tree growth and vegetation and all other factors which in the sole opinion of the Committee will affect the desirability and suitability of the proposed improvements.

4. Approval by the Committee shall not constitute a basis for liability of the members of the Committee, the Committee or the Owner for any reason including without limitation: (i) Failure of the plans to conform to any applicable building codes or (ii) inadequacy or deficiency in the plans resulting in defects in the improvements.
5. The Committee shall consist of two persons. The initial committee members shall be S. H. Patterson, Jr., and Joan W. Patterson. The committee members shall not be entitled to any compensation for their activities hereunder. The Committee may designate a representative to act in its behalf and such representative shall not be entitled to compensation for his activities hereunder. Any one member of the Committee may act on behalf of the committee with holding a meeting of a full committee or giving notice to the other member.
6. The authority of the committee hereunder, its procedure and make-up may be modified or abrogated by duly recorded instrument executed by owners of eighty percent (80%) of the lots created on the Property, except as to the rights of the Owner provided in Section 5 hereof.

B. GENERAL RESTRICTIONS

1. No lot shown on a plat of subdivision of the property ("Lot") shall be used except for single family residential purposes and for purposes incidental thereto, except for model homes utilized by builders. Only one residence of not more than three stories in height shall be constructed on a Lot; provided, however, that outbuildings and other improvements may be constructed if approved by the committee as hereinbefore provided.
2. No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than six square feet advertising the Lot for sale or rent, or signs used by a builder to advertise the Lot during the construction and sale period.
3. No trailer, tent, shack, garage, barn, or other outbuildings 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 a residence.

more shall be parked over 12 hours in any one week on any Lot, including any driveway, so as to be visible from any street.

5. No animals, livestock (cows, horses, sheep, poultry, and pigs are livestock) of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, and other household pets may be kept, provided: (i) they are not raised, bred, or kept for commercial purposes and (ii) they shall not become an annoyance or nuisance to other Lot owners. No dog kennels.
 6. Only electric powered boat motors are allowed in the ponds. No gasoline operated motors. No docks.
 7. No obnoxious or offensive activity shall be carried on or allowed upon any portion of the Property, nor shall anything be done thereon that may be or become a nuisance or an annoyance.
 8. 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 maintained in a neat and orderly manner. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition in rear yards only.
 9. No Lot may be subdivided, altered, or modified and no family exemption.
 10. Each improved Lot shall be maintained free of tall grass, undergrowth, dead trees, weeds, trash, and generally, free of any condition that would decrease the attractiveness of the Property. No cars or other vehicles not in good running order and/or without current license and inspection stickers shall be permitted to remain except in a garage. All buildings on a Lot shall be maintained in good condition and appearance.
 11. No above ground swimming pools, except baby pools, shall be permitted on the Property.
 12. All driveways and set-back lines shall be subject to the approval of the Committee.
 13. All lot owners will be responsible to comply with the road maintenance agreement that applies to the private road on which they live.
 14. All exposed foundations of single family residences constructed on the Property shall be of brick. Other material (example - stone, divit, etc.) may be approved by the A.C.C.
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trim, storm window, or gutters.

16. The roof pitch, except for covered porches, shall have a minimum of five-inch rise per foot.
17. All single family residences shall have some covered exterior appurtenance on either the front or side elevations, such as covered stoops, porches, decks, or breezeways. No screened-in front porches or stoops shall be allowed on front elevation.
18. All mailboxes will be the same and supplied and setup by the builder.
19. All fencing to be approved by the Architectural Control Committee. No chain link or metal fences in front yard.
20. All roof shingles shall be dimensional (Architectural) shingles or equivalent, with approval of the color by the Architectural Control Committee required. Metal roofs may not be approved.
21. Unless approved by the Committee, no antenna, aerial or device of any kind used for the purpose of transmitting or receiving radio, television, microwave, or satellite signals, shall be placed or erected on any lot, or on the exterior of any structure or house, that is visible from any street.
22. Any of the provisions of these restrictions may not be modified or waived at any time by a majority of the Architectural Control Committee.
23. Every record owner of a lot in the subdivision described in Exhibit A attached hereto shall be a member of Trenholm Woods and shall comply with all its By-laws and regulations.

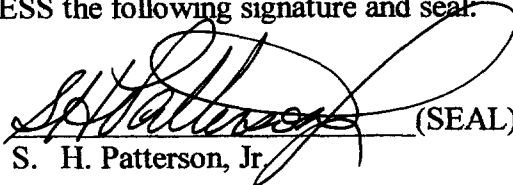
MISCELLANEOUS

1. **ENFORCEMENT.** Enforcement shall be by proceedings at law or in equity, either to restrain violation or to recover damages, against any person or persons violating or attempting to violate any covenant or restriction set forth herein. Failure of any party with an interest in the Property to enforce any covenant or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce the same. Any party found by a court of competent jurisdiction to be in breach or default of any provision contained herein, shall be responsible for the petitioning parties attorney's fees and court costs.

remain in full force and effect.

3. **DURATION.** These provisions are to run with the land and shall be binding on all parties owning portions of the Property and all persons claiming under them for a period of 25 years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for additional periods of ten years each unless an instrument signed by majority of the then owners of Lots has been recorded.
4. **AMENDMENT.** This Declaration may be modified or amended by duly recorded instrument signed by 80% of the then owners of the Lots or by the Owner, as long as it retains any interest in the Property, unless specifically prohibited herein.

WITNESS the following signature and seal.

 (SEAL)
S. H. Patterson, Jr.

STATE OF VIRGINIA

County OF Powhatan, TO - WIT:

The foregoing restrictions and covenants were acknowledged before me this 28th day of October, 2003, by S. H. Patterson, Jr.

My commission expires: 3.31.06


NOTARY PUBLIC

(SEAL)

FOR PLAT SEE CAPINET G SLIDE 55

VIRGINIA: In the Clerk's office of the Circuit Court of, the
County of Powhatan the 28TH day of OCTOBER, 2003
this document _____ was presented, and with certificate
of acknowledgement _____ thereon annexed, admitted to record
at 11:27 o'clock A. M. and PAYMENT of \$ _____ Tax im-
posed by Sec. 58.1-602 received. State Tax \$ _____
County Tax \$ _____

Teste:  Clerk

#8677-03
Mailed To:
S H Patterson, Jr
2033 Old Tavern Rd
Powhatan, VA 23139