

MADISON
COUNTY, VA.
DEED No. 050003505

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF
LARKIN'S MILL SUBDIVISION
Madison, Virginia 22701**

THIS DECLARATION is made this 22nd day of November, 2005, by
J. RANDOLPH PARKS, TRUSTEE. (hereinafter the Declarant) as Grantor, which
hereby imposes the following covenants, conditions, restrictions and easements upon the
property set forth hereafter.

WITNESSETH:

WHEREAS, Grantor is the owner of certain property in the County of Madison,
State of Virginia, hereinafter referred to as the "Property", which is located in the former
Robertson Magisterial District and contains in the aggregate approximately 130.081
acres, more or less (including dedicated streets), all as more particularly described on a
plats entitled Plat of Division Survey, J. Randolph Parks, Tr. Property, Tax Maps 41-17,
41-18B, 41-18C, and 41-18D, dated November 11, 2005 and recorded in the Clerk's
Office of the Circuit Court of Madison County, Virginia, as Instrument # 050003271,
#050003272, #050003273, and #050003270, respectively, (the "Plat"), to which
reference is hereby made, and

NOW, THEREFORE, Grantor hereby imposes and declares that the Property,
which shall be called "Larkin's Mill Subdivision", shall be held, sold and conveyed
subject, a) to variable width ingress and egress easement(s) and any other easements
shown on the Plat or any plat describing any land which is or was a portion of the
Property and such easements over and across the land upon which the roadways are
constructed; and, (b) to the hereinafter restrictions, covenants, and conditions, (the
"restrictions") which are for the purpose of protecting the value, desirability and
amenities of the community and the subdivision, which restrictions, easements, covenants
and conditions shall (i) run with the land or Property, (ii) be binding on all persons or
entities having or acquiring any right, title or interest in said real property, or any part
thereof, their heirs, successors and assigns, (iii) be an appurtenance to the Property and
each Lot (as hereinafter defined) and shall inure to the benefit of each Lot and owner
thereof, (iv) burden the Property as provided herein and (v) exist, be subject to, and used
only in accordance with the following terms and conditions.

Shackelford, Thomas + Gregg

TABLE OF CONTENTS

ARTICLE I

DEFINITIONS

		PAGE
Section 1.	"Owner"	3
Section 2.	"Property"	3
Section 3.	"Lot"	3
Section 4.	"Declarant"	3

ARTICLE II

RESTRICTIONS AND ARCHITECTURAL CONTROL

Section 1.	Offensive Activity Prohibited	3
Section 2.	Animals	3
Section 3.	Subdividing Prohibited	4
Section 4.	Trash	4
Section 5.	Structures	4
Section 6.	Temporary Structures	4
Section 7.	Floor Area Standards	4
Section 8.	Boats, Vehicles and Recreational Vehicles	4
Section 9.	Fences	5
Section 10.	Garages	5
Section 11.	Roofs	5
Section 12.	Swimming Pools	5
Section 13.	Satellite Dishes	5
Section 14.	Family Residential Purposes	5
Section 15.	Lot Maintenance	5
Section 16.	Timing of Landscaping	5
Section 17.	Materials Allowed	5
Section 18.	Underground Service/Utilities	6
Section 19.	Limited Signage	6
Section 20.	No Above Ground Storage Tanks	6
Section 21.	Electronic Equipment	6
Section 22.	Sewage	6
Section 23.	Exceptions	6

ARTICLE III

ROAD MAINTENANCE AGREEMENT

Section 1.	Conditions (Pertain to Lot N, O & P Only)	6
Section 2.	Maintenance	7
Section 3.	Fees	7

ARTICLE IV
GENERAL PROVISIONS

Section 1.	Enforcement	7
Section 2.	Severability	7
Section 3.	Term and Amendment(s) By Owners	7

ARTICLE I
Definitions

Section 1. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any lot shown on the Plat and/or the subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 2. "Property" shall mean and refer to all of the real property described on the Plat and all lots therein, together with easements and appurtenances and such additions thereto.

Section 3. "Lot" shall mean and refer to each lot, shown on the Plat.

Section 4. "Declarant" shall mean and refer to J. Randolph, Trustees, its successors and assigns of such rights, if same be hereafter specifically assigned. Declarant may appoint an "agent" to exercise all rights of Declarant hereunder.

ARTICLE II
Restrictions

Section 1. Offensive Activity Prohibited. No noxious or offensive activity shall be carried on or upon any Lot or any part of the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance, public or private, to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the owners of his respective dwelling unit, or which shall in any way increase the rate of insurance.

Section 2. Animals. No large animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot for commercial purposes. Owners may have horses, and

household pets with the exception that no swine, poultry, goats or dangerous animals (by breed) shall be permitted. All household pets or horses must be contained or restrained in such a fashion so as not to impose upon any other Owners or cause any danger or annoyance to others.

Section 3. Subdividing Prohibited. There shall be no further subdividing of any Lot to the end that any conveyance of any size whatsoever shall constitute a subdivision and shall be expressly prohibited. Such restriction against further subdividing shall be a covenant running with the land for the length of time specified hereafter. Nothing contained herein shall prohibit a boundary line adjustment between adjoining property owners of Lots.

Section 4. Trash. 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. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and screened from public view.

Section 5. Structures. No structures shall be erected on any Lot other than one (1) detached single family dwelling, together with the usual outbuildings, including a private garage, stable, barn or workshop. Guest cottages, "Mother-in-Law" suites or garage apartments shall be permitted provided that not more than one primary residence and one ancillary living quarters shall be permitted on any lot. Each residence must face the front of the Lot. No modular, single wide, or double wide mobile homes or trailers shall be permitted on the property, irrespective of the foundation used in construction.

Section 6. Temporary Structures. Except as provided in Section 5 above, no structure of a temporary character, trailer, basement, tent, shack or garage, barn or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently.

Section 7. Floor Area Standards. The total heated floor area of the main structure, or residence on any Lot, exclusive of open porches, screen porches, basements, and garages, shall be no less than 1,900 square feet for any dwelling.

Section 8. Boats, Vehicles and Recreational Vehicles. No motor vehicles which do not have a valid inspection sticker and license to permit its operation upon the highways of this State shall be allowed to remain on any Lot for longer than thirty (30) days unless it is parked in a garage.

No motor vehicles, including automobiles, boats, trailers, campers, buses, recreational vehicles, inoperable vehicles of any kind, boat rigging, or similar items or conveyances shall be parked or stored permanently or semi-permanently on any road or right-of-way. All of the above vehicles (except automobiles and sport utility vehicles) must be parked no closer to the street or roadways than the building setback line. Automobiles shall be the only vehicles allowed to be parked in circular driveways in front of residences.

All boats, trailers, campers, buses, recreational vehicles or inoperable vehicles may be parked upon a Lot provided that they are garaged or otherwise hidden from public view.

Section 9. Fences. All perimeter fences on or along all of the roads in the subdivision must be of wood, synthetic wood rail, rail wire or stone construction. No fences, walls or hedges shall be more than six (6) feet in height. No chain link fences may be constructed in or around front yards. Decorative yard fences are permitted if they are constructed of the same materials as above.

Section 10. Garages. Attached garage entrances may not open toward roadways unless location of garage makes it unfeasible to do so. Detached garages may open to the road; however, such detached garages shall be constructed no closer to the front of the Lot than one third (1/3) of the Lot as measured at its shallowest point.

Section 11. Roofs. The composition of any roof shall consist of cedar, tin, copper, tile, slate and asphalt shingles. Roof pitch shall not be less than 4/12 (25%) at a porch and 6/12 (50%) at any main roof.

Section 12. Swimming Pools. Above-ground swimming pools are permitted only in the rear of dwellings and must be kept screened from view. No pool may be permitted to exist nearer the front lot line than the rear line of the dwelling house.

Section 13. Satellite Dishes. Satellite dishes shall not be visible from the front of any lot. Satellite dishes may not exceed 18 inches in diameter.

Section 14. Family Residential Purposes. No permanent or semi-permanent activity, whether or not for profit, shall be carried upon any Lot which is not related to single family residential purposes, with the exception of activities which are contained entirely within a residence or other structure permitted under these covenants. Any home business must comply with all laws and land use restrictions imposed by the applicable governmental authority.

Section 15. Lot Maintenance. All Owners agree to keep all open fields mowed or clipped and not allow grass or vegetation in yard areas to exceed ten (10) inches above ground level during the months of May through September of each year.

Section 16. Timing of Landscaping. Each purchaser of a Lot agrees that upon occupation of the dwelling, to landscape the property within twelve (12) months.

Section 17. Materials Allowed. Exterior materials used in construction must comply with the following:

(a) Exposed foundations must be brick, stone or concrete with brick pattern. Unpainted cinderblock foundations are not permitted. Parged cinderblock foundations are permitted on garages and sheds.

(b) Permitted siding material includes brick, vinyl, stone, natural wood, stucco or drivit or tasteful combinations of such materials. Cinderblock exteriors are not allowed.

(c) Any freestanding unattached accessory outbuildings such as garages, workshops, toolsheds, gazebos, etc., must be of like construction materials and colors to the main dwelling.

Section 18. Underground Service/Utilities. Each Owner is required to provide for underground telephone and electrical service from the street or road to any constructed improvements.

Section 19. Limited Signage. No sign boards or advertising posters are to be permitted on any Lot except signs or notices which may offer the property for rent or sale, signs during construction or an appropriate sign to show the name of the Owner and/or name of the property. No "For Sale" sign shall exceed six (6) square feet. No Owner's sign shall exceed four (4) square feet. Construction signs may not exceed twelve (12) square feet.

Section 20. No Above Ground Storage Tanks. No above ground storage tanks which are visible from any road are permitted. One above ground storage tank for LP gas will be allowed per Lot if it is no taller than sixty inches (60") and has a diameter of less than thirty-six inches (36"). Any such tank shall be screened from public view from any adjoining Lot or street by all season landscaping materials or privacy fence enclosure. No other tanks will be permitted.

Section 21. Electronic Equipment. No visible ham radio or CB antennas shall be permitted.

Section 22. Sewage. All sewage must be disposed of pursuant to state and local regulations.

Section 23. Exceptions. All of the above provisions apply to all the lots in the subdivision with the exception of the existing dwellings and out buildings on Lots M and N, which are exempt from the requirements of paragraphs 5, 6, 7, 10, 11 and 17. However, these provisions do pertain to any new construction on these lots.

ARTICLE III

Road Maintenance Agreement

Section 1. Provisions. The provisions of this Article pertain to Lots N, O and P only, and the private driveway they use for access to the lots from Larkins Mill Road, VA Route 702. Such access is a private driveway, within the 50' Access Easement as shown on the recorded plat, to be constructed without the use of Madison County or Virginia Highway funds. These lots shall have an exclusive right to use this easement, to be maintained as outlined below. There shall be no obligation for the owners to upgrade the road once constructed. However, any party shall have the right to upgrade said road to a superior condition at such party's sole expense or owners may vote to upgrade the road as

defined below. Each lot owner, during the improvement of their lot, shall be individually responsible to repair the road to its original preconstruction condition including grading and adding gravel, if necessary.

Section 2. Maintenance. The owners shall make assessments for the repair, maintenance, and upkeep of the Road, and may enter into contracts and agreements for such repair, maintenance, and upkeep, including contracts or agreements with Owners. The terms "maintenance" and "repair" shall include but are not limited to, repairing the road surface, adding stone, clearing obstructions, grading, or scraping the road as necessary, cleaning or recutting ditches, brush trimming, removing snow, or other work that maybe required to maintain the road in a condition that will allow for reasonable and safe access of a standard passenger car.

Section 3. Fees. Each Lot shall be responsible for a pro rata share of any assessments made under this section and such assessments may be enforced against and shall be the obligation of the owners of such lot at the time the assessment is made. The record owners of each parcel shall pay their proportionate share divided as follows: 10% to the owner of lot N, 30% to the owner of lot O, and 60% to the owner of lot P. Any unpaid assessment shall be a lien against the Lot, but shall be subordinate to any bona fide Deed of Trust. Any Action by the Owners under this section shall be by vote of a majority of the Lots. Each Lot shall be entitled to one (1) vote. In the event that there is more than one (1) owner of a Lot, the vote for each Lot shall be divided by such owners as they may agree.

ARTICLE IV

General Provisions

Section 1. Enforcement. Any Owner or Declarant shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Term and Amendment(s) by Owners. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration of Covenants, Conditions and Restrictions may be amended, in writing signed by all the Owners of not less than seventy percent (70%) of the lots or signed by the Declarant at any time it owns

at least one (1) lot. Any such amendment of the Owners shall only be effective when it is recorded in the Clerk's Office of the Circuit Court of Madison County, Virginia.

IN WITNESS WHEREOF, Declarant has caused this Declaration dated November 22, 2005, to be duly executed.

DECLARANT:

J. RANDOLPH PARKS, TRUSTEE

By: J. Randolph Parks, Trustee

STATE OF VIRGINIA
COUNTY OF Fauquier, to-wit:

The foregoing instrument was acknowledged before me this 22nd day of November, 2005 by J. Randolph Parks, Trustee.

M. K. Jennings
Notary Public

My Commission Expires: 2/29/08



INSTRUMENT #CS0003503
RECORDED IN THE CLERK'S OFFICE OF
MADISON IN
NOVEMBER 16, 2005 AT 2:07:29PM
CAROLINE WATTS, CLERK

RECORDED BY: Jessie Paul, DC