

DECLARATION OF PROTECTIVE COVENANTS
FOR TRI-VIEW ESTATES

This Declaration of Protective Covenants for Tri-View Subdivision is made and entered into this 11 day of August, 1998, by and between STANLEY F. REID, LAWRENCE THOMAS REID, ROBERT REID, SANDRA REID RINGEL and ELLEN REID ALLEN, hereinafter referred to as "Declarants", "Grantors" and "Grantees" for recordation purposes.

RECITALS

1. Declarants are the owners of certain real estate situated, lying and being on State Route 663, in Stevensburg Magisterial District, Culpeper County, Virginia, containing approximately 277 acres, more or less, and being the residue of Glanmore Farm as more fully described in Deed Book 595, Page 637 (hereinafter the "Property").

2. Declarants are in the process of subdividing portions of the Property, in phases, to be known as "Tri-View Estates".

3. Declarants desire to establish protective covenants to be imposed upon the sale of lots in Tri-View Estates.

Now therefore witness, That for and in consideration of the premises aforesaid, Declarants do hereby establish the following protective covenants which may be imposed by the Declarants by reference hereto upon the sale or conveyance of portions of the Property by the Declarants.

PROTECTIVE COVENANTS

1. The lots shall be used solely for residential

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purposes except as otherwise provided in these restrictions. Home occupations shall be permitted (where allowed by local code), as long as such occupations are confined to the inside of each lot owner's house so as to give no outward appearance of their existence and as long as such occupations do not markedly increase traffic. The dwelling erected on each lot shall be a detached single family residence and no such dwelling shall be occupied by more than one family.

2. No structures of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding, shall be used on any lot at any time as a residence, either temporarily or permanently.

3. No building or structure of any description, including fences, barns, sheds, etc., shall be erected, placed or altered on any lot until the construction plans and specifications for such structure, and a plan showing its location upon the lot, have been approved by the Declarants as to quality of workmanship and materials, color, harmony of external design with the landscape and existing structures, and as to location with respect to topography and finished grade elevations, nor shall any grading or excavations be made upon any such lots without the approval of the Declarants. Plans submitted to the Declarants as hereinabove provided shall remain the property of the Declarants. In the event the Declarants, or the representative designated by Declarants to act for said Declarants, fail to approve or disapprove within thirty (30) days after the submission of plans and specifications to it, such plans and specifications shall be deemed to be

approved.

4. All single story dwelling to be built must contain at least 1,600 square feet of finished living area, exclusive of basements and garages. All two story, split-level, or tri-level dwellings must contain a minimum of 2,000 square feet of finished living area, excluding garages and below ground level basements; provided however, that the minimum square footage of finished living area shall be reduced to 1,600 square feet for such dwellings if constructed with an attached two-car garage.

5. All utility services and lines servicing individual lots shall be installed underground.

6. No lots shall be further subdivided; provided, however, adjoining lot owners, for mutual benefit, may rearrange their common boundary lines, as long as no additional lots are thereby created and each of the resulting rearranged lots retains a minimum of ninety percent of its original area.

7. No lot owner shall install or maintain any dusk to dawn security lights, street lights or pole lights, commonly known as sodium vapor or mercury vapor lights, or any other type of similar area flood light. This prohibition shall not restrict the installation and use of reasonably placed walkway and porch lights, as long as the same are positioned so as not to constitute a nuisance to adjoining properties.

8. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

9. No signs of any kind shall be displayed on any lot

except for signs of not more than six square feet of a temporary nature placed to advertise the property for sale or rent. Declarants reserves or grants unto Purchasers and their authorized agents for a period of five years from the date of this deed of dedication the right to place any such signs as they deem appropriate upon any unsold portion of the subdivision advertising the same for sale, notwithstanding the fact that such signs may be of larger dimensions than those otherwise permitted herein.

10. Trash, garbage, rubbish and other wastes shall not be kept on any lots except in sanitary containers. No dumpsters may be employed, except during periods of construction. During construction, all trash shall be removed on a weekly basis. Neither shall any building materials be stored on any of the said lots for a period of greater than one month prior to the starting of approved construction upon such lots. All sanitary containers must be stored at a location where they are not visible from any dedicated streets or other residences within the subdivision, except on pick-up days.

11. Declarants reserve the right to grant privileges, easements, rights of way and franchises over and upon the streets and outlet easements, however designated, for the construction, maintenance and repair of utilities and the right to grant specific easements, fifteen feet in width, adjacent to such streets and outlet easements and along all lot lines for the purpose of installation or maintenance of public utilities, including but not limited to gas, water, electricity, telephone and sewerage and any appurtenances to the supply lines thereof, including guy wires.

transformers, meters, etc., by overhead distribution lines or underground installation including the right to remove and/or trim trees, shrubs, or plants. This reservation is for the purpose of providing for the practical installation of such utilities as when a public authority or utility company may serve said lots.

12. The construction of a dwelling, or any other building on any lot must be completed within twelve months from the date of the issuance of a building permit.

13. No track bikes, off road vehicles, snowmobiles, three or four wheel ATV's, or similar vehicles may be operated on any of the lots. Gardening and lawn equipment may be operated on any lots, as may construction equipment during the time of construction.

14. All vehicles shall be parked so as not to constitute a nuisance to adjoining landowners. There shall be no parking in the streets, shoulders, ditches or grass area at any time. All unlicensed vehicles, non-operative vehicles, tractors and similar equipment, must be stored indoors or in locations where they are not visible from any dedicated streets or other lots.

15. Lots shall be maintained in a neat manner so as not to constitute a nuisance.

16. No hunting by use of firearms or other means, or by use of dogs, shall be permitted on any lot, except the prudent elimination of pests shall be permitted.

17. The owners of any lots serviced by a common entrance or joint driveway shall bear the prorated annual maintenance for the commonly used portion of such outlet or roadway.

18. No lot owner shall grant an access easement or dedicate a street through their lot to service any land that is not part of the Property without the written consent of the Declarants.

19. Each lot owner will be responsible and shall correct immediately any erosion problems caused by construction of improvements on their lot, as well as damage caused by the owner, contractor, agent or employee to any pavement, shoulders, ditches, culverts, or any other structure in any street.

During constructions of improvements, mud or debris tracked onto any street from lots shall be removed immediately by the owner of such lot.


20. Should any lot owner violate any of the covenants herein, it shall be lawful for Declarants or any other person or persons owning any real estate situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, either to prevent him or them from so doing or to recover damages for such violation. In addition to any other damages or injunctive relief obtained, the party substantially prevailing in such action shall recover his reasonable attorney's fees.

21. It is understood that these Protective Covenants shall not apply to the Property owned by the Declarants until such time, if ever, as lots are sold by the Declarants and subject by deed to these Protective Covenants. Declarants reserves the right to amend, modify or add to the protective covenants as to any unsold portion of the Property. Declarants further reserves the right to grant variances as to the protective covenants imposed


upon sold lots where the strict enforcement of such protective covenants may result in an undue hardship in the sole discretion of the Declarants.

22. The term Declarant as used in these Protective Covenants shall be deemed to include the Declarants' heirs or assigns of Declarant's interest herein.

23. The owners of two-thirds of the lots which have been subjected to the terms of these protective covenants shall have the right to alter, modify or abolish the protective covenants at any time by filing a written instrument signed by such owners with the Clerk of the Circuit Court of Culpeper County, Virginia; provided, however, that such alteration, modification, or abolishment must be consented to the Declarants as long as the Declarants, or any one of them, own any portion of the Property.

 (SEAL)
STANLEY F. REID

LAWRENCE THOMAS REID
ROBERT REID
SANDRA REID RIEGEL
ELLEN REID ALLEN

By  (SEAL)
STANLEY F. REID

STATE OF VIRGINIA,

COUNTY OF CULPEPER, to-wit:

11 The foregoing instrument was acknowledged before me this the day of August, 1998, by Stanley F. Reid, individually and as power of attorney for Lawrence Thomas Reid, Robert Reid, Sandra Reid Riegl and Ellen Reid Allen,

My commission expires: 10/31/99
Edwell
Notary Public

WIRGINIA Clerk's Office, Circuit Court of Culpeper County

301 Cert	\$ 16.00	The foregoing instrument was presented
409 St. Grantee	_____	and with the certificate prepared, admitted
513 Ca. Grantee	_____	to record on the _____ day of
212 Transfer	_____	August, 1998, at
038 St. Grantee	_____	\$450.00, after payment of
220 Ca. Grantee	_____	fees and costs as shown.
145 VSLF	1.00	
1046 TFF	2.00	Patricia M. Payne
TOTAL	220.00	Clerk/Covered