

THIS DEED OF DEDICATION, made and entered into this the 5TH day of June, 1991, by and between RICHARD P. HARRIS, JR. and MARTHA B. HARRIS, husband and wife, GRANTORS, as parties of the first part;

WHEREAS, Richard P. Harris, Jr. and Martha B. Harris are the sole owners and proprietors of a certain tract or parcel of land, situated about three miles south of the Town of Culpeper, on State Highway Route No. 1103 (Fox Hill Lane), and on U. S. Route 15, in Cedar Mountain Magisterial District, Culpeper County, Virginia, it being a part of Tract "F" of 39.519 acres, conveyed to the said Richard P. Harris, Jr. and Martha B. Harris, by E. Turpin Willis, Jr. et als, by deed dated the 8th day of October, 1975, and recorded in the Clerk's Office of Culpeper County, Virginia, in Deed Book 259, page 518, and the said owners are desirous of subdividing the said land into lots and dedicating certain parts thereof as streets, said development to be known as "Rotherwood II";

NOW, THEREFORE, in consideration of the premises, Richard P. Harris, Jr. and Martha B. Harris, parties of the first part, being as aforesaid the sole owners and proprietors of the land herein described, which said land is fully described by a plat made by Traverse Unlimited, Inc., on the 29th day of January, 1991, hereto attached and specifically made a part of this deed, do subdivide the said tract or parcel of land into lots with the metes and bounds established upon the said annexed plat, to be known as "Rotherwood II", containing lots numbered one (1) through fifteen (15), inclusive, and the area embraced within the streets shown thereon being hereby dedicated to the use of

Return to: Richard P. Harris, Jr. et ux

RFD # Box 155

Culpeper, VA 22701

*Plat mailed
6-21-91*

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the public, as public streets, and designated as Rotherwood Drive, Meadow Court, and Field Crest Court. Lots "A" and "B" are also designated on the said plat as "Well Lots". This dedication of the said lots and streets is made subject to the utility easement lines and drainage easement lines shown on the said plat, with the right reserved in the dedicators, and their successors in title to install, repair, and maintain utility and drainage lines along said easements as shown on said plat. The said subdivision is made in accordance with the desires of the said owners and proprietors and in accordance with the statute of Virginia governing and subdividing and platting of land.

IT IS UNDERSTOOD AND AGREED that the aforesaid land is to be owned subject to the following restrictions and conditions:

(1) The lots herein dedicated shall be used only for residential purposes. All dwellings erected on said lots shall be detached single-family residences and no such dwelling shall be occupied by more than a single family.

(2) No building or structure of any kind or description shall be erected, or placed on any lot herein dedicated until the construction plans and specifications, and a plan showing the location upon the lot have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevations. No dwelling shall be constructed smaller than 1,850 square feet of finished living area for single-story houses, 2,000 square feet of finished living area for one and one-half

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(1-1/2) story houses, and 2,275 square feet of finished living area for two-story houses, excluding from each all porches, breezeways, garages, basements, whether finished or unfinished, and other unfinished areas. No plan will be approved for any dwelling which has a carport, or garage opening, at, or on, the front side of any dwelling, the same being expressly prohibited. Construction of split-foyer dwellings will not be approved by the said Committee. White and multi-colored roofs shall not be permitted. All exterior foundation walls shall be brick or stone. The Architectural Control Committee shall be composed of Richard P. Harris, Jr. and Martha E. Harris. A vacancy occurring for any reason in the composition of the said Committee shall be filled first by the dedicators' oldest son, Richard Paul Harris, III and secondly by the dedicator's second son, Wayne Todd Harris. Should any vacancy occur in the committee which cannot be filled by those individuals named herein, then the surviving committee member may elect a second member and designate the same by instrument recorded in the Clerk's Office of Culpeper County, Virginia. In the event the Committee, or the representatives designated by it to act for said Committee, fails 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.

(3) The owners of each lot shall keep the same mowed and maintained in a neat and tidy manner at all times, including all times before any construction is begun on the property. Subsequent to construction, all lawns shall be maintained in grass and landscaped.

(4) All utility lines for power and telephone installed following the date of recordation of these restrictions, shall be underground.

(5) No structure of a temporary character, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently, nor shall a trailer of any kind be in use on any lot except that a travel trailer of a bona fide house guest shall be allowed for a period of up to ten (10) days.

(6) No lot herein dedicated shall be further subdivided except that, should the owners of three adjoining lots desire to partition their three lots into two building lots, they shall have the right to do so, in which event no more than one dwelling shall be erected on either of the two lots resulting. Neither shall any lot owner, or combination of lot owners, dedicate, use, or allow to be used, any part of any lot as a street, public or private.

The use of the term subdivision within this paragraph shall not be interpreted to include any rearrangement of boundary lines between two adjoining land owners so long as such rearrangement does not create any additional lots and each lot remaining following such rearrangement retains at least ninety percent (90%) of its original size.

(7) (a) The Health and Sanitary Code of the Town of Culpeper and future supplements and amendments thereof shall be deemed applicable and binding upon each lot in the same manner and to the same extent as though each lot lay within the corporate boundaries of the said town. Provided,

however, should the town code prohibit the installation, use or repair of a septic drainfield system, such restrictions shall not apply.

(b) No animals, except household pets shall be kept or maintained on any part of said land or lots. No commercial breeding of such pets will be allowed. Horses and ponies shall not be allowed. Kennels for more than two dogs shall not be permitted.

(8) Trash, garbage, rubbish and other waste shall not be kept on any lots herein dedicated except in sanitary containers. Neither shall any building materials be stored on any of the said lots for a period of greater than four months prior to the starting of approved construction upon such lots.

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

(10) With exception of subdivision name signs to be placed by the Architectural Control Committee, if desired, no sign of any kind shall be displayed to the public view on any lot except one sign or not more than five (5) square feet advertising the property for sale or rent.

(11) No business or occupation of any kind may be at any time carried on or permitted upon the lots except that in-house occupations shall be permitted if such occupations are undertaken in compliance with all applicable government regulations and are conducted within the house in such a manner as to be totally undetectable from outside of the structure and provided such occupations do not

significantly increase the flow of traffic within the subdivision.

(12) No fences will be erected upon the said lots without the express written approval of the Architectural Control Committee. No barbed wire, woven wire or metal fences shall be permitted. Each lot may have one dog kennel for no more than two dogs, which kennel shall not exceed a ten foot by ten foot (10' x 10') dimension and such kennel shall be kept screened from view.

(13) VHF, UHF and FM antennas may be installed on a dwelling. No satellite dishes, satellite antennas, or other aeriads or antennae shall be permitted either on a dwelling, or freestanding, unless screened so as not to be visible from any other lot or any street.

(14) No outside commercial type mercury vapor lighting, or similar dusk to dawn security lights, shall be permitted.

(15) No trucks over three-quarter (3/4) ton shall be parked or permitted on the lots herein dedicated except for loading or unloading purposes, unless garaged at all times. No construction machinery shall be permitted on any lots or streets herein dedicated except during the construction period.

(16) With exception of short term visits by travel trailers as allowed in Article (5) above, all motorboats, houseboats, other waterborne vehicles, travel trailers, motorhomes, and unlicensed or inoperable vehicles, may be maintained, stored, or kept on any parcel of property covered by these covenants only if housed completely within a structure which has been architecturally approved by the

Architectural Control Committee.

(17) The parties of the first part, as subdividers, reserve the right to grant privileges, easements, rights of way and franchises over and upon the streets, however designated, and within ten (10) feet of the boundaries of all lots for the construction, maintenance and repair of utilities.

(18) The parties of the first part, as subdividers, their successors and assigns, being at present the most interested parties in maintaining the character of the development of this subdivision, which by these covenants are sought to be imposed upon the land above restricted, hereby reserve to themselves, their heirs, executors, administrators and assigns, the right to waive or alter as to any unsold lot or lots, such of the above restrictions as they, in their sole discretion, may deem best for the benefit of the whole community in any particular instance, which waiver shall be evidenced by the written, recorded consent of the said parties, their successors and assigns. In addition, any one or more of these restrictions on any lot or lots previously conveyed may be waived or altered by the parties of the first part, or their heirs, executors, administrators, assigns, and the owners of two-thirds of the lots upon which said restrictions are to be waived or altered, such written consent to be duly acknowledged and recorded among the land records of Culpeper County, Virginia.

At such time, as the parties of the first part no longer own any lots within the subdivision, any of the above restrictions may be altered, modified, waived, or abolished

by the owners of two-thirds of the lots affected by these restrictions without requiring the joining of the parties hereto, their successors and assigns.

(19) The Architectural Control Committee or any lot owner herein, shall have standing to maintain a suit or action to enforce the provisions of this Deed of Dedication. In the event such party shall substantially prevail in such suit or action, the court trying or hearing such matter may, in its discretion, award reasonable attorney's fees to the prevailing party after considering the equities of the suit or action and the object of the litigation.

The foregoing restrictions shall remain in full force and effect for a period of five (5) years from the date of this deed, and, unless altered, modified or abolished by a recorded writing executed as provided for herein, they shall be automatically renewed for five-year terms each five years thereafter, unless altered, etc. as above set forth at the end of any five year period.

Invalidation of any one or more of these covenants by court order shall in no way affect any of the other covenants.

WITNESS the following signatures and seals.

Richard P. Harris, Jr. (SEAL)
RICHARD P. HARRIS, JR.

Martha B. Harris (SEAL)
MARTHA B. HARRIS

RAY, HUDSON & CLARK
ATTORNEYS AT LAW
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GREENSBORO, VIRGINIA 24301

ANY COVENANT, CONDITION OR RESTRICTION IN THIS DOCUMENT INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN IS OMITTED AS PROVIDED IN 42 U.S.C. § 3605 UNLESS AND ONLY TO THE EXTENT THAT THE RESTRICTION IS NOT IN VIOLATION OF STATE OR FEDERAL LAW, (B) IS EXEMPT UNDER 42 U.S.C. § 3607, OR (C) RELATES TO A HANDICAP, BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PEOPLE.