

DEED OF DECLARATION
OF COVENANTS AND RESTRICTIONS AND
DRIVEWAY MAINTENANCE AGREEMENT

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JUL 14 1997
FARMS & ACREAGE, INC.

This DEED OF DECLARATION OF COVENANTS AND RESTRICTIONS AND DRIVEWAY MAINTENANCE AGREEMENT, is made this _____ day of _____, 1989, by GEORGE SHERMAN AND LISA SHERMAN, husband and wife, (hereinafter referred to as the "Owner").

* * * W I T N E S S E T H * * *

WHEREAS, Owner is the sole owner of certain real property located and situate in Loudoun County, Virginia, known as Lots 1, 2 and 3 of the subdivision of the property of George Sherman, pursuant to a deed recorded in Deed Book _____, at Page _____, among the aforesaid land records, said property also being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Property"); and

WHEREAS, Lots 2 and 3 are encumbered by a Deed of Trust from Owner to Donald L. Lawson and Robert D. Holland, Jr., Trustees, (either one of whom may act) securing First Virginia Bank, dated July 13, 1988, and recorded in Deed Book 498, at Page 588, in the original amount of \$500,000.00; and

WHEREAS, Lot 1 is encumbered by a Deed of Trust from Owner to David Grillo and Charles R. Langer, Trustees, (either one of whom may act), securing Ameristar Financial Corporation, dated January 23, 1989, and recorded in Deed Book _____, at Page _____, in the original amount of \$223,200.00; and

WHEREAS, in order to provide for the preservation and enhancement of the property values, amenities and personal

costs including reasonable attorney's fees incurred by the party or parties who sought compliance with these covenants.

These covenants and restrictions shall run with the land for a period of twenty (20) years from the date of recording of this instrument; and thereafter shall automatically be renewed for successive periods of ten years each, and may not be amended or terminated unless an instrument signed by lot owners owning more than two-thirds (2/3) of the Property encumbered by this instrument shall have been recorded among the aforesaid land records agreeing to change such covenants in whole or in part.

The Trustees and holders of the notes secured by the deeds of trust previously referenced herein, joins in this declaration in order to evidence its consent to the recordation of the covenants, restrictions and easements as hereinabove set out.

WITNESS the following signatures and seals:

George Sherman

Lisa Sherman

FIRST VIRGINIA BANK

The above covenants are duly incorporated into the ~~contract~~/contract dated January 20, 1989 between George and Lisa Sherman, Seller and Hilton I. Tankersley and W. Howard Rooks, Purchaser.

All remaining terms and conditions remain in full force and effect.


Hilton I. Tankersley

Purchaser

George Sherman

Seller

Property, the Owner is creating covenants and restrictions on the use of the residential lots.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner, being the sole owner of the Lots and Property, does hereby declare that the Property and subdivided lots shall be held, transferred, sold, conveyed and occupied subject to the covenants and restrictions set forth below, which shall run with the land and shall be binding upon the Owner, its successors and assigns.

COVENANTS AND RESTRICTIONS

1. Each lot shall be for the purpose of a single family residence only, and no business, profession or home occupation shall be permitted on any lot. This shall not prevent any homeowner from using a portion of his home as a study, home office, studio or workshop, so long as no commercial signs are displayed, no employees are used on the lot pursuant to said use, and no customers frequent the lot on a regular basis. The main residence shall be comprised of not less than 3,000 square feet of heated living area.
2. No tents, trailers, mobile homes, campers or temporary buildings shall be placed on a lot, except during construction of the main dwelling.
3. No outbuilding, shed, stable, garage or garage apartment shall be constructed upon any lot prior to construction of the main dwelling. The construction of the main dwelling when commenced, shall proceed uninterrupted until completed. Completion shall be within sixteen (16) months of ground breaking, including landscaping and exterior painting.
4. All fences installed on any lot shall be constructed only of wood and shall be a board, picket or split rail type, or may be stone. Wrought iron may be used to surround an outside patio or to surround a pool.
5. None of the lots shall be used for storage of displaced building, lumber or other materials of any nature except during actual construction of buildings upon the lot where stored.
6. Except for the existing Pond, no lot owner shall obstruct, divert or otherwise impair natural drainage of water flow unless equal or better drainage is provided.
7. No lot

sheep may be raised, bred or maintained. Horses or cattle can be raised on fields used for grazing purposes.

8. Every dwelling shall have inside toilets connected to public sewer or a septic system. No outside toilets shall be permitted.

9. No trash or other unsightly matter or object(s), such as old automobiles or metal parts, shall be allowed to accumulate on any lot of said subdivision. All trash shall be placed in containers and screened from public view and removed promptly.

10. Any and all aeriads or other types of antennas shall be appropriately screened so as to not be viewable from any other lot or state road.

11. There shall not be any discharge of firearms on any portion of the Property or any of the lots.

12. No existing lot shall be further subdivided.

13. No noxious or offensive activities shall be carried out upon the Property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the other lot owners.

14. The fields and pastures on any lot shall be clipped and mowed, as needed, and maintained free of Johnson grass and thistle. In any event, all open fields and pasture areas shall be mowed at least three (3) times a mowing season by and at the expense of the lot owner.

15. All vehicle ingress and egress to and from all lots, shall be via the 55 feet access easement. There shall be no direct access by Lots 2 and 3 to the state road.

16. No building may be constructed, erected or placed less than 100 feet from the private and public road.

17. All residence structures and accessory buildings shall have an architectural design in harmony with the other houses and accessory buildings on the Property.

18. Any additional utilities supplied to the Property or any residential lot shall be placed underground.

19. The existing pond on Lot 2 shall be for the sole benefit of Lot 2. The owner of Lot 2 shall have the responsibility of maintaining the dam and pond and providing liability insurance thereon. The pond shall be maintained so that the ecology of the pond shall be attractive to the rest of the Property.

DRIVEWAY MAINTENANCE AGREEMENT

FURTHER WITNESSETH, that whereas, the aforementioned

