

1130/599

DECLARATION OF AFFIRMATIVE AND PROTECTIVE RESTRICTIVE COVENANTS

THIS DECLARATION, made this 1st day of June, 1991,

W I T N E S S E T H :

WHEREAS, Woodrow W. Turner, Jr., Trustee (hereinafter sometimes referred to as Turner) is the owner of property described as follows (and hereinafter sometimes referred to as the "Property):

All that certain property containing 71.0058 acres, more or less, designated as Lots A, B, C, D, E and F on a plat prepared by J. Horace Jarrett, C.L.S., dated August 16, 1982, and entitled "Part of the Property of F. Turner Reuter," and being the same property acquired by Woodrow W. Turner, Jr., Trustee, by deed from Frederick Turner Reuter and Nancy B. Reuter, husband and wife, dated June 10, 1987, and recorded June 11, 1987, in Deed Book 947 at Page 975, in the Clerk's Office, among the land records of Loudoun County, Virginia.

WHEREAS, Turner desires to provide for the preservation of the values and amenities of said real property and the improvements to be constructed thereon; and to this end, Turner desires to subject the real property described in this Declaration to the covenants, restrictions, easements, reservations, protections and charges hereinafter set forth, each and all of which are for the benefit of such real property and in aid of a uniform scheme or plan of development for said property.

WHEREAS, Turner has incorporated under the laws of the Commonwealth of Virginia, as a non-stock corporation, Aldie Mountain Estates Homeowners Association, for the purpose of

exercising the functions aforesaid and to enforce all regulations and assess penalties. Without limiting the generality, the Association has the power to establish rules for the use of the property, to fix, levy and collect assessments, to enter into contracts, delegate authority and supervise the management of the Association's obligations and duties. Membership in said Association is based on ownership of lots. Voting rights are established based on one vote for each lot owned.

NOW, THEREFORE, Turner hereby declares that the real property described herein is, and shall be, held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to the covenants, restrictions, easements, reservations and charges (hereinafter sometimes referred to as "covenants" or "restrictions") hereinafter set forth.

1. Residential Use. Any lot which is part of the subject property shall be improved only with one single-family detached dwelling which shall be used for private residential purposes exclusively. The foregoing shall not be construed to prohibit the construction of garden buildings, gazebos, detached garages, private swimming pools, private tennis courts, stables or other improvements incidental or accessory to such private residential purposes, provided however, that no improvements shall be erected, placed, altered, enlarged or suffered to remain upon any lot which is part of the subject property except in conformity with the provisions of these covenants and restrictions and after full and complete

compliance with each and all of the provisions hereof by the owner of such lot.

2. Land Use and Improvements. No unfinished, painted or unparged block masonry or poured concrete foundations or walls shall be out of grade or otherwise exposed if visible from the road, driveway or other structures.
3. Prohibited Uses and Nuisances. Except for temporary activities and/or uses associated with original construction:
  - a. No noxious or offensive activity shall be carried on upon any lot which is part of the subject property, or within any dwelling or other building situated thereon, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood or to any owner of any other lot which is part of the subject property.
  - b. No burning of any trash and no accumulation or storage of litter, new or used building materials, or trash of any kind shall be permitted on any lot which is part of the subject property.
  - c. No outside or open accumulation, storage or parking of any commercial vehicle, trailer, horse trailer, van truck, camper, camper truck, house trailer, recreation vehicle, machinery, boat or the like shall be permitted on any lot which is part of the subject property unless appropriately screened from public view, and from neighboring lots by placement, fencing and/or plantings,

nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon. To the extent reasonably practical, parking of all vehicles shall be screened and buffered by a structure or natural vegetation so that the vehicles cannot be seen from other dwellings on the Property.

- d. No outside or open accumulation, storage or parking of any inoperative or junk vehicle shall be permitted. All vehicles must comply with state laws. The Association shall have the right to remove such vehicles at lot owners' expense.
- e. Except for designated collection days, trash and garbage containers shall not be permitted to remain in public view and all such containers shall be appropriately screened from public view, and from neighboring lots by placement, fencing and/or plantings.
- f. No signs of any character shall be erected, posted or displayed upon any lot which is part of the subject property, provided, however, that one temporary non-illuminated real estate sign (not exceeding three square feet in area) may be erected upon such lot placed upon the market for sale or rent. Such real estate sign shall be promptly removed following the sale or rental of the property.
- g. No structure of a temporary character, shed, tent, shack,

or the like shall be erected or maintained upon any lot which is part of the subject property.

- h. In order to facilitate the free movement of passing vehicles, no automobile belonging to residents shall be parked upon the paved or graveled portion or shoulder of any public road or driveway except during bona fide temporary emergencies.
- i. No barbed wire fences, electrified fences or temporary fences of any kind shall be erected or maintained upon any lot which is part of the subject property unless appropriately screened from public view, and from neighboring lots by placement, fencing and/or plantings.
- j. No recreational vehicles other than for ingress and egress shall be used on Association roads. Recreational vehicles shall include all-terrain vehicles and motorcycles.

- 4. Number of Families Per Household. The number of families per household shall be limited to conform with County regulations.
- 5. Minimum Square Footage of Dwellings. 2,000 square feet.
- 6. Chain Link Fences. Not permitted.
- 7. Commercial Activities. Not permitted.
- 8. Locking Gate. Shall remain at road entrance.
- 9. Good Repair. All lots must be kept in good repair and in neat condition and free of debris. Failure to maintain, after notice by the Association, by a 2/3 vote, shall have the right to enter upon said lot to correct and repair, maintain and

restore the lot, exterior of buildings and other improvements thereon. All costs related to such correction shall become a restoration assessment upon such lot and as such shall be regarded as any other assessment with respect to lien rights of the Association and remedies provided for nonpayment.

10. Horses, Ponies and Other Pets. The maintenance, keeping, boarding and/or raising of livestock, poultry or animals of any kind, regardless of number, is hereby prohibited upon any lot which is part of the subject property, provided, however, that the foregoing shall not prohibit the keeping of horses, cattle and/or ponies (not exceeding an aggregate of one per three acres), dogs, cats and/or caged birds as domestic pets, provided that they are not kept, bred or maintained for any commercial purpose, and further provided that the following provisions shall be complied with.
- a. No horses, ponies, cattle, dogs, cats or other pets shall be permitted to run loose and all such pets and the like shall bear registration tags or such other identification as may from time to time be required by law and shall, likewise, be vaccinated and inoculated as require by law. No dogs which continually bark so as to be offensive to adjoining lot owners shall be kept or permitted on the premises.
11. Easement for Utilities, etc. Utility lines shall only be installed upon the pre-existing easements. There shall be, and there is hereby, reserved to Turner or assigns a perpetual

and nonexclusive easement along the private road and twenty-five feet on the centerline thereof for the purpose of repairing and/or maintaining utility lines of any sort and a perpetual and nonexclusive easement over any lot which is part of the subject property to inspect the property for alleged violations of covenants and restrictions based upon formal written complaints.

12. Maintenance of Rights of Way and Easements. If drainage ditches, swales, slopes or embankments are graded, seeded or sodded prior to any lot owner, his successor or assigns, finishing improvements on property described herein, any such lot owner, his successors or assigns, shall replace or restore same to original condition.
13. Duration. Except where permanent easements or other permanent rights or interest are herein created, the covenants and restrictions of this Declaration shall run with the land and shall inure to the benefit of and be enforceable by Turner or the Association or by the record owner of any land subject to this Declaration, for a term of twenty years from the date of recordation of this Declaration, after which the said covenants shall be automatically extended for successive periods of ten years each, unless an instrument changing said covenants and restrictions in whole or in part is signed by the then owners of two-thirds of the lots contained with the subject property and has been recorded. No such agreement to change shall be effective with respect to any permanent rights

or interests herein created.

14. Enforcement. These covenants and restrictions may be enforced by Turner or his assignee or by the Association or by the record owner of any lot or parcel of land which is part of the subject property. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain or enjoin violation or to recover damages, and against the land or lot owned by such person; and the failure or forbearance by Turner or the Association or any owner of any lot contained with the subject property to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. There shall be, and there is hereby created and declared to be a conclusive presumption that any violation or breach, or any attempted violation or breach, of any of the within covenants or restrictions cannot be adequately remedied by action at law or by recovery of damages. The prevailing party shall be entitled to collect from the losing party its expenses and costs of litigation including reasonable attorney fees incurred in enforcing the terms of this Declaration.

15. No Dedication to Public Use. Nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of facilities by any public or municipal agency, authority or utility.



16. Annual Fees. The Association shall establish an annual fee to be used for road maintenance and other duties, to include snow removal, etc. Fees shall be based the same as voting rights, depending on number of lots owned.
17. Property Conveyed Subject to Covenants. The property described herein is and shall be held, transferred, sold, conveyed and occupied subject to these covenants, restrictions, easements, charges and liens set forth herein.
18. Suspension of Owners' Rights Due to Non-Payment of Assessments. Owners' rights to vote shall be suspended for any period during which any assessment against the lot remains unpaid for a period of 30 days for any infraction of regulations or covenants, i.e., non-payment of assessments.
19. Severability. Invalidation of any one of these covenants or restrictions by judgment, decree or order shall in no way affect any other provision hereof, each of which shall remain in full force and effect.
20. Amendments. This Declaration may be modified or amended, in whole or in part, from time to time, upon an affirmative vote of the owners of sixty-five percent (65%) of the lots then subject to these Covenants, provided that such amendments shall not affect any permanent rights or interests herein created.
21. Instruments of Transfer to Incorporate Reference to Covenants. The deed or instrument transferring title to any lot shall contain a provision incorporating a reference to covenants and

restrictions set forth in this declaration. Seller must notify Association of contract purchaser and the date and place conveyance is accomplished. An estoppel certificate will be drawn up which shall set forth any assessments, liens and charges due. This will be delivered to place of closing and outstanding assessments, if any, shall be deducted from Seller's account at closing and paid directly to the Association.

22. Subdivision. No lot shall be further subdivided to be less than three acres, shall conform with all County rules and regulations and shall not result in any additional costs for road, utility or other improvements for the remaining lot owners and shall not be subdivided for the sole purpose of acquiring additional voting rights.
23. Architectural Control Committee. An Architectural Control Committee shall be established within six months of the date of this Declaration and guidelines established for approval of construction and development plans of lot owners.
24. Once Turner has sold, conveyed or otherwise relinquished his ownership interest in the property, he shall lose all voting rights and any other powers of enforcement he may have under these Covenants.
25. Until such time as a sufficient number of lots have been sold to reduce Turner's interest to a minority interest, the owner of Lot E shall have equal voting rights with Turner.

1130/609

IN WITNESS WHEREOF, this Declaration has been executed by  
Woodrow W. Turner, Jr., Trustee.

7/9/91  
Date

*Woodrow W. Turner, Jr.*  
Woodrow W. Turner, Jr., Trustee

SEAL

COMMONWEALTH OF VIRGINIA, AT LARGE  
COUNTY OF LOUDOUN, TO-WIT:

The foregoing was acknowledged before me by Woodrow W. Turner,  
Jr., Trustee on this 9th day of July, 1991.

My commission expires: 2/7/93.

*Blanche M. Finney*  
Notary Public

1130/594

DECLARATION OF EASEMENT AND COVENANTS REGULATING THE USE,  
MAINTENANCE AND REPAIR OF A ROAD  
SERVING THE PROPERTY OF WOODROW W. TURNER, JR., TRUSTEE

THIS DECLARATION OF EASEMENT AND COVENANTS, made this 9th day  
of July, 1991, by Woodrow W. Turner, Jr., Trustee,

W I T N E S S E T H :

WHEREAS, Woodrow W. Turner, Jr., Trustee (hereinafter  
sometimes referred to as Turner) is the owner of property described  
as follows (and hereinafter sometimes referred to as the  
"Property"):

All that certain property containing 71.0058 acres, more  
or less, designated as Lots A, B, C, D, E and F (together  
with and subject to a 30' private access easement across  
Lots B, E and F to serve Lots A and B, and together with  
and subject to a 30' private access easement across Lots  
D, E and F to serve Lots C and E) on a plat prepared by  
J. Horace Jarrett, C.L.S., dated August 16, 1982,  
entitled "Part of the Property of F. Turner Reuter,"  
dedicated, platted and recorded at Deed Book 873, Page  
1784 in the land records of the Clerk's Office of the  
Circuit Court of Loudoun County, Virginia, and being the  
same property acquired by Woodrow W. Turner, Jr.,  
Trustee, by deed from Frederick Turner Reuter and Nancy  
B. Reuter, husband and wife, dated June 10, 1987, and  
recorded June 11, 1987, in Deed Book 947, at Page 975,  
in the aforesaid Clerk's Office.

And further designated as Plat Showing Parcels A, B, C,  
D, E and F, of the F. Turner Reuter Division on the Plat  
dated March 6, 1991, by J. Horace Jarrett, C.L.S., which  
is attached and made a part hereof.

WHEREAS, Turner desires to dedicate certain additional  
easements for ingress, egress and public utilities across the  
Property for the benefit of the owners of the Property.

NOW, THEREFORE, Turner hereby declares and dedicates as follows:

1. The "Private Road (as constructed)" traversing portions of Lots A, D, E and C which is designated on the attached Plat and hereinafter sometimes referred to as "the Private Road", together with twenty-five (25) feet on either side of the centerline of said Private Road, is hereby dedicated as an easement for ingress, egress and public utilities for use by all owners of the Property; and any owner of any lot which is a part of the Property shall have the right to use said easement for ingress, egress and public utilities; and any lot over which the Private Road traverses shall be subject to said easement.

2. The owners of the Property or the Association formed by the owners shall maintain and repair the road in good and safe condition in accordance with standards set forth below. The owners shall share in the cost of such maintenance and repair, and the cost thereof shall be prorated equally based upon lot ownership.

3. The terms "maintenance" and "repair" shall include, but not be limited to, repairing the road surface, adding stone, clearing obstructions, grading or scraping the road as necessary, cleaning or recutting ditches as necessary, trimming brush along the roadside, removing snow, unplugging or opening culverts or drainpipes, and performing any and all other necessary work required to maintain the road in a condition that will allow for reasonable and safe access of standard passenger vehicles.

4. There shall be no obligation on the undersigned to

upgrade the road unless a majority of the owners obligated hereunder to maintain the road agree thereto in writing by a two-thirds vote of the owners; provided, however, that any owner shall have the right to upgrade said easement at such owner's sole expense.

5. The Association which will be formed for the purpose of administering the covenants for the Property, shall collect assessments from the lot owners, pro rata based upon ownership, for the purpose of repairing and maintaining the road and shall initiate and complete such repairs and/or maintenance as required; if assessments are insufficient to cover such costs, the Association shall have the right to levy special assessments as may be required for the repair and maintenance of the road.

6. A temporary construction easement is hereby granted across any portion of the 25-foot easement on either side of the centerline of the Private Road for the purpose of maintaining, repairing, or upgrading the road as provided for in this agreement.

7. The Road which is the subject of this maintenance agreement is not dedicated to public use. It will not be maintained by Loudoun County authorities or by the Virginia Department of Transportation.

8. The parcel of land identified as Lot F is hereby granted an easement over all that portion of land situated on Lot D between the centerline of the Private Road on Lot D and the western boundary of Lot F for ingress, egress and public utilities. Any

private driveway or utilities constructed on said easement shall be at the sole cost of and shall be maintained solely by the owner of Lot F.

9. The parcel of land identified as Lot E is hereby granted an easement over all that portion of land situated on Lot D between the centerline of the Private Road on Lot D and the western boundary of Lot E for ingress, egress and public utilities. Any private driveway or utilities constructed on said easement shall be at the sole cost of and shall be maintained solely by the owner of Lot E.

10. The covenants set forth in this Declaration shall run with the land herein described and shall be binding on the heirs, personal representatives, successors and assigns of the parties hereto and shall be construed and interpreted according to the laws of the Commonwealth of Virginia.

11. The owners of Lots A, B, C, and E have the right to and agree that they shall use the Private Road as their means of ingress and egress and for installation of public utilities and shall not use the other easements on Lots E and F except in the event of circumstances beyond their control and beyond the control of the owners of lots A, B, C and E, provided that the owners of Lots E and F shall have the right to use the easements on their own respective lots.

12. No recreational vehicles other than for ingress and egress shall be used on the Private Road. Recreational vehicles shall include all-terrain vehicles and motorcycles.

IN WITNESS WHEREOF, the parties hereto affix their signatures and seals below on the date first above written.

Woodrow W. Turner, Jr. (SEAL)

COMMONWEALTH OF VIRGINIA, AT LARGE  
COUNTY/CITY OF LOUDOUN, TO-WIT:

The foregoing agreement was acknowledged before me this 9th day of July, 1991, by Woodrow W. Turner, Jr., Trustee.

My commission expires 2/7/93.

Blanche M. Feinend  
Notary Public



DECLARATION OF VACATION OF EASEMENTS

THIS DECLARATION, made this 30<sup>th</sup> day of April 1992,

WITNESSETH:

WHEREAS, Woodrow W. Turner, Jr., Trustee (herein "Turner") is the owner of Lots B, C, D, and F and Robert C. Hamrick and Pamela K. Hamrick (herein "the Hamricks") are the owners of Lot E of the F. Turner Reuter Division as designated on a plat prepared by J. Horace Jarrett, C.L.S., dated March 8, 1991 (herein "the Plat") and recorded among the land records of Loudoun County, Virginia in Plat Cabinet A, Slot 339, Page 3:

WHEREAS, the Plat shows a thirty foot private access easement across Lots B, E, and F to serve Lots A and B (herein "Easement 1") and a thirty foot private access easement across Lots D, E, and F to serve Lots C and E (herein "Easement 2") and those easements were created by the plat prepared by J. Horace Jarrett, C.L.S., dated August 18, 1982:

WHEREAS, on July 18, 1991 Turner filed in Deed Book 1130 at Page 0594 among the land records of Loudoun County, Virginia a Declaration of Easement and Covenants Restricting the Use Maintenance and Repair of a Road Serving the Property of Woodrow W. Turner, Trustee, which Declaration established an additional easement for ingress, egress, and public utilities for all Lots in the F. Turner Reuter Division designated therein as the "Private Road (as constructed)" and described in Paragraph 1 therein as:

traversing portions of Lots A [F - see following paragraph], D, E, and C which is designated on the attached Plat and hereinafter sometimes referred to as

East "the Private Road", together with twenty-five (25) feet on either side of the centerline of said Private Road:

WHEREAS, a document dated March 3, 1992, entitled "Correction to Declaration of Easement and Covenants Restricting the Use Maintenance and Repair of a Road serving the Property of Woodrow W. Turner, Trustee," was filed in the aforesaid Clerk's office to correct a typographical error and to clarify that the Private Road easement traverses portions of Lot F, and does not traverse Lot A:

WHEREAS, the Private Road (as constructed) and the easement as amended by which it was created provide satisfactory means of ingress, egress, and public utilities for all the Lots in the F. Turner Reuter Division and eliminates the need for Easement 1 across Lots E and F and Easement 2 across Lots D, E, and F:

NOW THEREFORE, Easement 1 across Lots E and F to serve Lot B and Easement 2 across Lots D, E, and F to serve Lots C and E are hereby vacated, abandoned, and relinquished: provided, however, that if and only if, governmental authorities require such easements to maintain the validity of the subdivision of the F. Turner Reuter Division in conformance to applicable county and state zoning and subdivision laws and regulations, those easements shall remain in effect of record, while the undersigned, their heirs, devisees, successors, and assigns agree hereby not to use them for ingress, egress or public utilities. If any governmental authority having subdivision or zoning jurisdiction over the F. Turner Reuter Division subdivision determines in the future that Easement 1 and

Easement 2 are not required to maintain such validity, this proviso shall cease to exist.

This document does not vacate or diminish the easement established in the Declaration of Easement and Covenants Regulating The Use, Maintenance and Repair of A Road Serving The Property of Woodrow W. Turner, Jr., Trustee, recorded in Deed Book 1130 at Page 0594 among the land records of Loudoun County Virginia, which was intended to provide, and does provide, satisfactory means of ingress, egress and utility construction for the subdivision, and all the lots therein, Lots A, B, C, D, E and F.

IN WITNESS WHEREOF, the parties hereto affix their signatures and seals below on the date first above written:

  
Woodrow W. Turner, Jr., Trustee

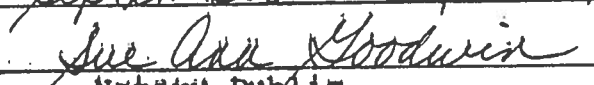
  
Robert C. Hamrick

  
Pamela K. Hamrick

COMMONWEALTH OF VIRGINIA, AT LARGE  
COUNTY/CITY OF LOUDOUN, TO-WIT:

The foregoing Declaration of Vacation of Easement was acknowledged before me this 23<sup>rd</sup> day of April 1992.

My Commission expires

September 30<sup>th</sup>, 1992  
  
Notary Public