

THIS DEED OF DEDICATION AND RESTRICTIVE COVENANTS is made and entered into the ____ day of _____, 2018 by **GEORGE M. PETTIE** (hereinafter “Declarant”), party of the first part, as GRANTOR; and **GEORGE M. PETTIE**, party of the second part, as GRANTEE;

WITNESSETH

WHEREAS Declarant has subdivided certain property located partly in Hawthorne District, Rappahannock County, Virginia and partly in Madison County, Virginia, and to such end has had a survey of such subdivision prepared by Cairns Surveying, (Gary D. Cairns, L.S.) entitled “Plat Showing DIVISION SURVEY and BOUNDARY LINE ADJUSTMENT Between the Lands of GEORGE M. PETTIE” dated May 20, 2016, revised July 25, 2016 and August 13, 2016, and which plat of survey is recorded in Plat Book 40, pages 28 and 29 as Instrument No. 170001807 among the land records of Madison County, Virginia and as Instrument No. 17-1182 among the land records of Rappahannock County, Virginia; and

WHEREAS Declarant desires to dedicate and impose upon those parcels shown as New LOT “A”, New LOT “B”, New LOT “C”, New LOT “D”, New LOT #1, New LOT #2 and New LOT #3 (herein, the “Lots”) certain easements as set forth herein, and further desires to impose upon the Lots certain conditions, covenants and restrictions as further set forth herein.

NOW THEREFORE THIS DEED OF DEDICATION AND RESTRICTIVE COVENANTS FURTHER WITNESSETH AS FOLLOWS: That in consideration of the foregoing and the mutual benefits to accrue to the present and future owners of the

Lots, Declarant does hereby grant, affirm, dedicate and convey the right to use the fifty foot (50') wide ingress and egress easement shown as "Proposed 50' Ingress and Egress Easement" as shown on the aforesaid plat of survey prepared by Cairns Surveying, (Gary D. Cairns, L.S dated May 20, 2016, revised July 25, 2016 and August 13, 2016 and recorded as set forth above. Said easement shall be for purposes of ingress and egress to and from Virginia Route 707 (Pine Hill Road, shown on the plat as "Piney Hill Road") by the present and future owners of New LOT #1, New LOT #2 and New LOT #3 and a parcel of land containing 12.2565 acres shown as Madison County Tax Map parcel 9-2A and presently owned by Declarant.

Declarant further affirms and re-acknowledges, as and for all of the Lots, the Private Street Statement set forth and on the aforesaid plat of survey prepared by Cairns Surveying, (Gary D. Cairns, L.S dated May 20, 2016, revised July 25, 2016 and August 13, 2016 and recorded as set forth above.

In consideration of the foregoing, the Declarant hereby imposes upon New LOT #1, New LOT #2 and New LOT #3 and Madison County Tax Map parcel 9-2A the following terms and conditions pertaining to the maintenance of such 50' wide ingress and egress easement (herein the "Ingress/ Egress Easement"):

A. Road Maintenance Obligation. Each owner of a lot or parcel served by the Ingress/ Egress Easement shall be responsible for their pro-rata share of the cost of maintaining or repairing the roadway constructed within the Ingress/ Egress Easement, to include the cost of gravel, grading, culvert replacement and any other normal repair and maintenance to said roadway. 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, 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. Declarant shall have the right, but not the obligation, to contract with contractors or companies for the initial construction of a roadway within the Ingress/ Egress Easement, the composition of which shall be at Declarant's discretion provided it shall conform to all County requirements and conditions. Thereafter, there shall be no obligation on the lot owners to upgrade the road to a superior condition than exists on the date thereof, unless a majority of the owners of lots obligated to maintain the roadway agree to such upgrade in writing.

B. Standards of Maintenance. The owners of the lots and parcel served by the Ingress/ Egress Easement shall determine (by a majority decision) the standards to which such Ingress/ Egress Easement shall be maintained; provided, however, that any portion of the Ingress/ Egress Easement and related improvements shall be maintained in such condition that the road is passable at all times for ordinary use by passenger vehicles, excepting only severe, temporary conditions such as snow or ice, with gravel of appropriate type, depth and width, and drainage ditches and culverts as necessary. Periodic removal of ice and snow shall be deemed to be maintenance if the owners of a majority of the lots and parcel served shall so determine.

C. Proportion of Obligation. Each Lot owner's pro rate share of expenses shall be determined by dividing the cost of maintenance or repair of the roadway constructed within the right of way, or any portion thereof, among the Lots which use that portion of the roadway to access a residence or dwelling on such Lot. By way of example, the Lot owners shall each bear one-fourth (1/ 4) of the cost of maintaining and repairing that portion of the roadway beginning at Route 707 and extending to the point where the driveway serving the dwelling on New Lot #1 leaves the right of way; commencing from that point, the owners of New Lot #2, New Lot #3 and parcel 9-2A shall each bear one-third (1/ 3) of the cost of maintaining and repairing that portion of the roadway extending to the point where the driveway serving the dwelling on New Lot #2 leaves the right of way and so forth. In the event a lot or parcel is not improved by a dwelling or residence, or uses a separate driveway entrance not on the right of way, there shall be no obligation on the part of that owner to contribute to the maintenance of the roadway under this agreement; provided, however, that any damage caused to the roadway by the owner of any lot or parcel that is not improved by a dwelling or residence shall be promptly repaired at the cost of such owner. Nothing herein shall require the owners to be responsible for the maintenance of any entrance, road or driveway that is not located within the Ingress/ Egress Easement referred to above.

D. Repair of Damage by Owner. No lot or parcel owner shall overburden the use of the Ingress/ Egress Easement in such a manner as to cause any physical damage to it. Furthermore, should any Lot owner overburden the use of the Ingress/ Egress Easement by reason of overweight trucks, construction equipment, or any other usage, including agricultural use, such owner shall be solely responsible to repair the same as soon as practicable to the condition immediately prior to such usage.

E. Improvements by Individual Owners. Any owner may, at his or her own expense, make such improvements to the Ingress/ Egress Easement as that owner may deem advisable, from time to time; provided, however, that all such improvements shall be carried out in a manner consistent with good engineering practice and without interruption of service for the owners of other lots. In addition, except as otherwise determined by the owners of a majority of the lots and parcel served by the Ingress/ Egress Easement, any owner making such improvements shall be solely liable for all additional maintenance expenses proximately caused by such improvements. Such liability for additional maintenance expenses may be enforced by assessment as hereinafter provided.

F. Other Improvements. In the event that it shall be determined by a majority of the owners of lots and parcels served by the Ingress/ Egress Easement that it is desirable to make improvements thereto, other than ordinary maintenance, the owner of each lot and parcel served by the Ingress/ Egress Easement shall be liable for his or her proportionate share of such expense as determined by Paragraph C above. Such liability shall be evidenced by an assessment made by vote of the majority of the owners of lots and parcels served by the Ingress/ Egress Easement, notice of which assessment shall be delivered to the owner of each lot and parcel. Each notice of assessment shall be presumed to have been delivered in accordance with this Paragraph if it shall be mailed as set forth in Paragraph G below.

G. Personal Liability. Each lot and parcel owner shall be personally liable and responsible for that owner's share of the assessments provided herein, which are incurred during the ownership of his or her lot or parcel, and shall pay to the person or corporation performing the work for which such assessment was made that owner's share within fifteen (15) days following completion of such work. A notice of such assessment shall be delivered to the owner of each such lot or parcel. Each notice of assessment shall be presumed to have been satisfactorily delivered in accordance with this Paragraph if it shall be mailed, by first class mail, postage prepaid, to the owner of such lot or parcel at the address listed in the Office of the Commissioner of the Revenue of Madison County for such owner for real estate tax purposes.

H. Enforcement. If any lot or parcel owner shall fail to pay that owner's proportionate share of the costs of maintenance for which he or she is responsible, as provided herein, any other owner or the person or corporation performing such maintenance, may bring an action at law against each owner failing to pay that owner's proportionate share, and/ or otherwise enforce the lien provided herein against said owner's property in the same manner as a non-judicial foreclosure proceeding. The amount due by any delinquent owner shall bear interest at the maximum judgment rate provided by law from the date of completion of the maintenance, and the delinquent owner shall be liable for all costs of collection, including, but not limited to, reasonable attorney's fees.

I. Liens. There shall be a continuing lien on each of the said lots and parcels to secure the payment of the assessments described herein. Such lien shall be at all times subject to any first or second deed of trust placed on any lot at any time until notice of such lien is recorded in the Office of the Clerk of the Circuit Court as hereinafter provided. If any assessment is not paid by any owner of a subject Lot within fifteen (15) days after the same becomes due and payable, a notice of such nonpayment as to such lot may be recorded by any other owner or by the person or corporation performing such maintenance in the Clerk's Office of the Circuit Court of Madison County, Virginia, and from the time of such recordation the amount stated in the notice, together with interest, costs of collection, and reasonable attorney's fees shall become a lien prior to any deed of trust recorded subsequent to the date and time of recordation of such notice of assessment.

AND THIS DEED OF DEDICATION AND RESTRICTIVE COVENANTS

FURTHER WITNESSETH: That further in consideration of the foregoing, the Declarant does hereby grant and dedicate, in perpetuity, a fifteen foot (15') wide public utility easement over and across New LOT "D", New LOT #1, New LOT #2 and New LOT #3 which public utility easement is further set forth and described on the aforesaid plat of survey prepared by Cairns Surveying, (Gary D. Cairns, L.S dated May 20, 2016, revised July 25, 2016 and August 13, 2016 and recorded as set forth above. The said fifteen foot (15') wide public utility easement shall be solely for installation and maintenance of underground utilities serving any improvements on any of the Lots and Madison County Tax Map parcel 9-2A. Present and future owners of New LOT "D",

New LOT #1, New LOT #2 and New LOT #3 shall not erect or maintain any fence or other structure within said public utility easement which would interfere with or obstruct the reasonable use of said easement for the purposes herein expressed.

Declarant does also grant and dedicate, in perpetuity, a fifteen foot (15') wide public utility easement over and across New TRACT #3 owned by said Declarant and shown as Rappahannock County Tax Map parcel 53-4C and New LOT "C" which public utility easement is further set forth and described on the aforesaid plat of survey prepared by Cairns Surveying, (Gary D. Cairns, L.S dated May 20, 2016, revised July 25, 2016 and August 13, 2016 and recorded as set forth above. The said fifteen foot (15') wide public utility easement shall be solely for installation and maintenance of underground utilities serving any improvements on any of the Lots and subject to the same conditions as set forth above.

AND THIS DEED OF DEDICATION AND RESTRICTIVE COVENANTS FURTHER WITNESSETH: That for and in consideration of the foregoing, the Declarant does hereby grant, reserve and dedicate a tree save area along the boundary line of New LOT #2 and New LOT #3 as set forth and described on the aforesaid plat of survey prepared by Cairns Surveying, (Gary D. Cairns, L.S dated May 20, 2016, revised July 25, 2016 and August 13, 2016 and recorded as set forth above (hereafter the "Tree Save Area"). The purpose of said Tree Save Area is to insure the protection of existing and proposed trees. There shall be no cutting, harvesting or removal of trees within the Tree Save Area. Removal of dead, diseased, or dying trees, or those that pose an imminent safety hazard to human health or safety, and removal of invasive species (as

defined in the Virginia Department of Conservation and Recreation's publication: "Invasive Alien Plant Species of Virginia") shall be permitted.

AND THIS DEED OF DEDICATION AND RESTRICTIVE COVENANTS FURTHER WITNESSETH: That for and in consideration of the foregoing, the Declarant does hereby impose upon the present and future owners of New LOT "A", New LOT "B", New LOT "C", New LOT "D", New LOT #1, New LOT #2 and New LOT #3 the following restrictive covenants running with said Lots, which are hereby imposed on the use of the Lots, are in accordance with the policies of the Commonwealth of Virginia and the County of Madison and which represent acts which the Declarant, his heirs, successors and assigns covenant to do or not to do upon said Lots, and which restrictions the County, Declarant and present and future owners of the Lots shall be entitled to enforce, as follows:

1. No Lot shall be used for any purpose other than for residential purposes, including limited agriculture planting and permitted animal husbandry, consistent with hobby and personal use only. No structures shall be erected, placed, or permitted to remain on any Lot other than one (1) detached, single family residence dwelling and such outbuildings as are usual for residential purposes, including a private garage or other accessory structures permitted by zoning ordinance, and such outbuildings as are usual for limited agricultural and permitted animal husbandry for hobby and personal use.

2. Any dwelling constructed on any Lot shall have a minimum roof pitch of 8:12 on at least 50% of total roof surface, including attached garages, but not including dormer and shed roofs, both of which must have a minimum roof pitch of 4:12.

3. The exterior design, style, surfaces, color and architectural elements of all dwellings and permitted accessory structures shall be submitted in writing for review and approval by a majority of a three-person architectural review committee consisting of Declarant (or Declarant's representative or designee), a second person appointed by Declarant and the Lot owner's architect. Plans submitted shall be reviewed and approved, or enumerated reasons for

disapproval returned to the Lot owner, within thirty (30) days of submission, or shall be deemed approved thereafter.

4. Driveways shall have a maximum width of ten (10) feet from the point where they meet the street until a point within fifty feet (50') of the dwelling (at which point the driveway may widen to accommodate a parking and turnaround area and entrance/ exit to a garage)..

5. No outside toilet shall be constructed on any Lot. All plumbing fixtures, dishwashers, toilets, or sewage disposal systems shall be connected to a septic tank or other sewage system constructed by the Lot owner and approved by the Health Department of the County in which the Lot is located.

6. No temporary house, trailer, tent, garage, or other outbuilding shall be placed or erected on any Lot except as part of the normal construction process of improvements. No such temporary structures shall be used at any time as a dwelling place. No residence shall be occupied until the same has been substantially completed in accordance with its plans and specifications. Once construction of improvements is started on any Lot, the improvements must be substantially completed in accordance with plans and specifications within twelve (12) months from commencement.

7. No poultry, goats, swine, sheep, cattle, donkeys, mules or other barnyard or zoo-type animals, unless otherwise specifically permitted herein, shall be kept upon any Lot, and no animal(s)-- domestic pets or other-- shall be kept for boarding, breeding, or sale, or maintained for any commercial purpose whatsoever. No permissible animals may be kept in such numbers as to create a nuisance to the neighbors, or a health hazard to the neighbors or the animals. All dogs, chickens and rabbits shall be confined to their lot of residence, and persistently barking dogs shall be confined within the dwelling.

Permitted farm animals:

Up to a combined total of six (6) head of horses, ponies, llamas or cattle-- for any one head of which may be substituted a total of two (2) head of goats, sheep, alpaca or deer.

Up to a combined total of twenty-four chicken hens (no roosters) or rabbits.

8. All fuel storage tanks and trash and garbage receptacles shall be buried in the ground or placed so as not to be visible from the Ingress/ Egress Easement or Pine Hill Road. The owner of each Lot shall be responsible for the neat and orderly maintenance of such Lot, shall provide for sanitary garbage

disposal, and shall not permit or suffer any garbage, sewage, refuse, waste, or other contaminated matter (except normal surface water) to be cast, drained, or discharged from such Lot.

9. Except as part of the normal construction process of improvements on a Lot, no use shall be permitted or maintained on any portion of any Lot which causes, produces or contributes to any of the following: (a) noxious, toxic, or corrosive fumes or gases; (b) noise that, because of excessive or unusual volume, duration, intermittence, beat, frequency, or pitch is objectionable to owners of other Lots; or (c) odors which might permeate or in any way adversely affect owners of other Lots. No outdoor loudspeakers, bells, whistles or horns shall be used between the hours of 11:00 p.m. and 7:00 a.m. local time. The light from all exterior flood, spot and/ or directional lighting shall be directionally down-shielded, with no high-intensity or halogen-based outside lamps permitted.

WITNESS the following signatures and seals.

DECLARANT:

_____(SEAL)
GEORGE M. PETTIE

STATE OF VIRGINIA,
COUNTY OF _____, ss;

I, _____, a Notary Public in and for the County and State aforesaid, hereby certify that **George M. Pettie**, whose name is signed to the foregoing writing, has this day acknowledged the same before me in my County and State aforesaid.

Given under my hand this ____ day of _____, 2018.

Notary Public

My commission expires: _____
My notary registration number: _____