

BK 0925 PG 0338
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DECLARATION OF EASEMENT, COVENANTS AND RESTRICTIONS

THIS DECLARATION, made this 18th day of October, 2001, by JAN AITKEN and BONNIE AITKEN, husband and wife, herein collectively referred to as "Declarant,"

WITNESSETH:

WHEREAS, Jan Aitken and Bonnie Aitken, husband and wife, herein the "Declarant," are the owners of a tract containing in the aggregate 111.24 acres, more or less, approximately 89.56 acres of which is located in Fauquier County, Virginia, and approximately 21.68 acres of which is located in Warren County, Virginia, which property they acquired by Deed from Walter A. Hitchcock and Josine Van D. Hitchcock, dated July 18, 2000, and recorded in Deed Book 872, at page 1920 among the Fauquier County land records and as instrument #000004188 among the Warren County land records (herein the "Property"); and

WHEREAS, the Declarant has caused a plat of survey of that portion of the Property (21.68 acres) located in Warren County, Virginia, to be prepared by Carson & Harris, dated September 26, 2000, intended to subdivide the Warren County portion of the Property into Lot 1 and Lot 2, all as recorded among the Warren County, Virginia land records as recorded as instrument #000007160 and in PLAT SLIDE 188 D&F; and

WHEREAS, the Declarant has caused a plat of survey (the "PLAT") of the Property to be prepared by Carson & Harris, 39 Garrett Street, Warrenton, VA 20186, which PLAT is intended to be a subdivision of the Fauquier County portion of the Property and is dated May 29, 2001, and entitled "Plat Showing Division and Easement Vacation and Dedication on the Property of Jan & Bonnie Aitken"; and

Examined and Returned to:

NOV 19 2001

Prepared by & returned to:
T. Randolph Perkins
Walter A. Jones

Bonnie Aitken
703-631-2548

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WHEREAS, the PLAT is recorded among the land records of Fauquier County, Virginia as an attachment to that Confirmation of Plat endorsed by the Declarant dated October 18, 2001, and recorded in Deed Book 925, at Page 325; and

WHEREAS, the Declarant is the owner of the Property and of all the tracts or lots depicted on the PLAT, both in Warren County (depicted on the PLAT as LOT 1 and LOT 2) and in Fauquier County (depicted on the PLAT as NON-COMMON OPEN SPACE, PARCEL 1, PARCEL 2, and PARCEL 3), and desires to dedicate and grant an easement of right of way for ingress/egress and utility placement and maintenance to all such tracts or lots and to provide for the maintenance and repair of such easement; and

WHEREAS, the Declarant further desires to subject and impose upon PARCEL 1, PARCEL 2, and PARCEL 3 depicted on the PLAT mutual and beneficial restrictions, covenants and conditions, hereinafter collectively referred to as "Covenants and Restrictions," under a general plan or scheme of improvement for the benefit and complement of all the Property and of future owners of the tracts or lots described on the PLAT.

NOW, THEREFORE, the Declarant hereby declares that all of the tracts, lots or parcels depicted on the PLAT are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved subject to the following EASEMENT DEDICATION AND VACATION AND ROAD MAINTENANCE COVENANTS, all of which are declared to be in furtherance of a plan for the subdivision, improvement, and sale of said lots and are established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness of the property described above. The described easement and all of the Road Maintenance Covenants shall run with the title to the Property and shall be

binding on all parties having or acquiring any right, title, or interest in and to the lots described on the PLAT or any part or parts thereof subject to such Road Maintenance Covenants.

AND, FURTHER, the Declarant hereby declares that certain of the tracts or parcels depicted on the PLAT, to wit: PARCEL 1, PARCEL 2, and PARCEL 3, shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved subject to the following COVENANTS AND RESTRICTIONS, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement, and sale of said lots and are established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Property described above. All of the COVENANTS AND RESTRICTIONS shall run with the described PARCEL 1, PARCEL 2, and PARCEL 3 and shall be binding on all parties having or acquiring any right, title, or interest in and to said three parcels described on the PLAT or any part or parts thereof, subject to, however, to the nonexclusive right of any present or future owner of the NON-COMMON OPEN SPACE to enforce said COVENANTS AND RESTRICTIONS.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the Declarant sets forth the following:

**EASEMENT DEDICATION AND VACATION
AND ROAD MAINTENANCE COVENANTS**

1. The Declarant hereby grants to present and future owners of Lot 1, Lot 2, Parcel 1, Parcel 2, and Parcel 3, and the NON-COMMON OPEN SPACE (69.3888 acres) depicted on Sheet 3 of the PLAT, which grant shall run with the title to said lots, an easement of right of way and utility placement and maintenance over, across and through those portions of the Property designated and described as "EX. 50' Ingress/Egress & Utilities Easement" on Sheet 3

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of the PLAT, subject to the terms and conditions of the Road Maintenance covenants hereinafter set forth. The Declarant further declares that emergency vehicles shall have the right of ingress and egress over and across such described easement.

2. The Declarant hereby vacates those certain portions of the 50' wide Ingress/Egress & Utilities Easement depicted on Sheet 2 of the PLAT and dedicates and conveys an easement in those certain areas depicted on Sheet 2 as "50' Ingress/Egress & Utilities Easement (25' Parallel to property Line) Hereby Granted."

3. As to each lot served by the road constructed on the said 50' Ingress/Egress & Utilities Easement (sometimes herein referred to as "the inlet/outlet road"), the Declarant agrees on behalf of themselves, their heirs, personal representatives, successors, and assigns, that each lot owner shall maintain said road and perform repairs so as to maintain the road in good and safe condition in accordance with standards set forth below. The Declarant agrees that all lot owners shall share equally in the cost of maintenance and repair of said road, and such maintenance and repair shall be pro-rata based upon the number of lots owned, regardless of the size of any particular lot or distance traveled over the road; provided, however, that in the event a lot owner's agent or business or professional invitee causes damages to the road other than ordinary wear and tear, said lot owner shall be required to repair such damage and bear the cost thereof exclusively; and provided further, in the event of further subdivision of any of the lots, each of the resulting lots so created that have an easement or right of use of the road shall share in the cost and maintenance and repair on a pro-rata basis with all of the other lots.

4. Owners of all lots obligated to maintain the inlet/outlet road and Easement shall meet once a year on a mutually agreeable date in January to develop a maintenance and repair

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budget and lot owner maintenance and repair payment procedures. All maintenance budget issues shall be decided by a majority vote of the lot owners, with each owner entitled to cast one (1) vote per lot owned.

5. 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 of a depth of 5" or more, 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.

6. After road construction, there shall be no obligation on any lot owners to upgrade the road to a superior condition than exists on the date of construction completion unless all lot owners obligated to maintain the road agree in writing to such upgrade.

7. There shall be a continuing lien upon each lot having the right to use the road to secure the payment of charges herein provided for road maintenance and repairs, but such liens shall at all times be subject to any first or second deeds of trust placed on the lot until notice of such lien shall have been recorded among the county land records. If the pro-rata share of the cost of maintenance or repairs due hereunder is not paid by the owner of a lot when due, a notice of such nonpayment may be recorded by another lot owner, or by the person or corporation providing such maintenance or repairs, in the Clerk's Office, and from the time of such recordation, the amount stated in such notice, together with interest, costs, and reasonable attorney's fees, shall become a lien prior to any deeds of trust recorded subsequently to the recording of such notice.

8. The covenants set forth in this road maintenance agreement shall run with the lots depicted on the PLAT and owned by the Declarant herein, or with any new lot subdivided from said lots, and shall be binding on the heirs, personal representatives, successors, and assigns of the parties hereto.

9. THE PRIVATE STREET IN THIS SUBDIVISION WILL NOT BE PAVED OR MAINTAINED WITH FUNDS OF FAUQUIER COUNTY OR FUNDS ADMINISTERED BY THE VIRGINIA DEPARTMENT OF HIGHWAYS AND TRANSPORTATION. IN THE EVENT THAT OWNERS OF LOTS IN THE SUBDIVISION SUBSEQUENTLY DESIRE THE ADDITION OF SUCH PRIVATE STREETS TO THE SECONDARY SYSTEM OF STATE HIGHWAYS FOR MAINTENANCE, THE COST TO UPGRADE IT TO THE PRESCRIBED STANDARDS MUST BE PROVIDED FROM FUNDS OTHER THAN THOSE ADMINISTERED BY THE VIRGINIA DEPARTMENT OF TRANSPORTATION OR FAUQUIER COUNTY. PRIVATE STREETS IN THIS SUBDIVISION ARE NOT DEDICATED FOR PUBLIC USE.

COVENANTS AND RESTRICTIONS

The Declarant hereby declares that the following Covenants and Restrictions shall run with the title to and bind PARCEL 1, PARCEL 2, and PARCEL 3 depicted on the PLAT (herein sometimes referred to as "parcel" or "parcels.") They shall be enforceable by the owner of the non-common open space depicted on the PLAT, or by the owner of either PARCEL 1, PARCEL 2, or PARCEL 3 depicted on the PLAT.

1. All parcels shall be used for single family residential purposes only, except home occupations not otherwise prohibited in these Covenants and Restrictions may be pursued

if permitted by the appropriate county governmental authority.

2. No parcel or any portion thereof shall be used or maintained as a dumping or storage ground for any type of rubbish, trash, garbage, junk cars, or refuse. All waste material shall be kept temporarily in a storage room, or area, screened by appropriate planting or fencing, or otherwise, and shall be kept in sanitary containers.

3. No poultry, goats, swine, sheep, cattle, or other barnyard or zoo-type animals, unless otherwise specifically permitted herein, shall be kept upon any parcel, and no animal(s), domestic pets or other, shall be kept for boarding, breeding, or sale, or maintained for any commercial purpose whatsoever. Nor shall any animals be kept in such numbers as to create a nuisance to the neighbors, or a health hazard to the neighbors or the animals. In no event shall more than four of any species of any domestic pet be kept.

4. Privately owned dogs, cats, and other domestic pets, and horses and ponies used for the parcel owner's private recreation, may be kept on a parcel only if a residence is also located on the parcel so used and on the condition that the parcel owner is responsible for keeping all such animals from going upon the lands of other parties without permission, from running at large, from constituting a nuisance or health hazard, or from overgrazing of the land. No more than one horse and/or pony per each two acres of pasture may be kept on any parcel, and a stable or a fenced enclosure for same shall be provided. Such enclosure shall be of sufficient size as to accommodate the number of such animals and kept in such a way as to protect the animals' safety and health. Any such fencing shall be of three to five wood rails or planks only, and shall be no more than five feet tall.

5. No commercial dog or other animal breeding or boarding operation shall be

conducted, operated, or maintained on any parcel.

6. No noxious or offensive activity, including any activity creating noxious or offensive noises or odors, shall be permitted on any parcel.
7. No exterior lighting shall be directed beyond the boundaries of any parcel.
8. When utilities lines serving a lot extend over or under an adjacent parcel, the parcel owner, or its agents, may enter the adjacent parcel for the purpose of maintenance or repair of the utility line, subject to the obligation to restore the adjacent parcel as nearly as possible to its original condition promptly upon completion of the repair or maintenance.
9. No parcel may be subdivided, although duly authorized boundary adjustments with adjoining parcels may be permitted, if approved by the appropriate governmental authority.
10. No perimeter or boundary chain link or barbed wire fencing shall be permitted on any parcel.
11. No structure of a temporary character, trailer, recreational vehicle, basement, tent, shack, or other outbuilding shall be used as either a temporary or permanent residence. All trailers, boats, commercial or governmental vehicles shall be parked or stored so as to not be visible from the inlet-outlet road.
12. Any open fields shall be bush-hogged no less than twice a year.
13. Dwelling construction or improvements shall be completed within twelve (12) months of date of issuance of the building permit for that particular parcel.
14. No target or shooting range shall be established or used upon any parcel.
15. No signs or billboards shall be erected or maintained on any parcel. Customary

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name and address identification signs shall be the only permanent signs permitted on any lot.

Standard size "For Sale" and "For Rent" signs are approved.

16. All costs and expenses, including attorney's fees, in the incurred enforcement of any of the aforementioned Covenants and Restrictions, shall be paid by the parcel owner violating any of these Covenants and Restrictions.

17. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect the validity of any other provisions.

WITNESS the following signatures and seals:

Jan Aitken

JAN AITKEN (SEAL)

Bonnie Aitken

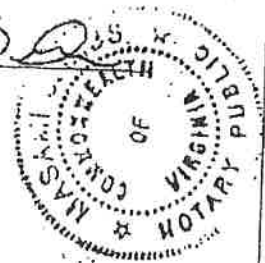
BONNIE AITKEN (SEAL)

STATE OF VIRGINIA
COUNTY OF FAUQUIER, to-wit:

The foregoing instrument was acknowledged before me this 18th day of October, 2001, Jan Aitken and Bonnie Aitken, husband and wife, Declarant.

Margaret S. ...

Notary Public



My commission expires: 12-31-2003

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VIRGINIA: IN THE CLERK'S OFFICE OF THE CIRCUIT COURT FOR THE COUNTY OF FAUQUIER,

NOV 19 2001

This instrument was this day received in said Office and with certificate admitted to record at 12:50 P. m.

TESTE: *Gul Harb*, CLERK \$19.00 PAID.



BK 1466 PG 1015-1021

Doc ID: 007358170007 Type: DEE
Recorded: 08/21/2014 at 12:03:00 PM
Fee Amt: \$21.00 Page 1 of 7
Fauquier County, VA
Gail H Barb Clerk of Circuit Court
File# 2014-00006392

Prepared by and Return to: Mark F. Hyson, 31 Winchester Street, Warrenton, VA 20186
Tax Map Pin Nos. 6000-88-0027-000; 6000-78-9684-000; 6000-97-1998-000; 6010-06-2970-000; 6010-07-3253-000; 6000-96-7836-000

**AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS**

THIS AMENDMENT, made this 21st day of June, 2014, by JABA LIN LLC, a Virginia limited liability company ("JABA"); WILLIAM CORISH and CATHERINE CORISH, husband and wife (collectively "Corish"); QUE RUSSELL GRIGSON and SHARON ELIZABETH GRIGSON, husband and wife (collectively "Grigson"); and KENNETH D. BUCKSTRUP and SOPHIA S. BUCKSTRUP, husband and wife (collectively "Buckstrup"); herein collectively referred to as the "Parties,"

WITNESSETH :

WHEREAS, JABA is the owner of Lot 1, containing 11.5973 acres, more or less, Lot 2, containing 11.5973 acres, more or less, and a Non-Common Open Space tract containing 69.3888 acres, more or less (herein "the JABA Property"), located off Virginia Route 726, Fiery Run Road, Marshall Magisterial District, Fauquier County, Virginia, described on that division and easement plat dated September 26, 2000, prepared by Carson, Harris & Associates, LLC, and recorded in Deed Book 1116 at Page 2095, among the land records of Fauquier County, Virginia, and by boundary line adjustment plat dated September 17, 2002, prepared by Carson & Harris, and recorded in Deed Book 983 at Page 588, among the aforesaid land records; which Property it acquired by Deed from Bonnie Y. Aitken and Jan A. Aitken, dated April 5, 2005, and recorded in Deed Book 1278 at Page 344, among the aforesaid land records; and

WHEREAS, Corish are the owners of Parcel 1, containing 6.0000 acres, more or less, (herein "the Corish Property"), located off Virginia Route 726, Fiery Run Road, Marshall

WALKER JONES, PC
31 WINCHESTER ST.
WARRENTON, VA 20186

EXAMINED &
RETURNED

Magisterial District, Fauquier County, Virginia, described on that division and easement plat dated May 29, 2001, prepared by Carson & Harris, and recorded in Deed Book 925 at Page 325, among the land records of Fauquier County, Virginia; which Property they acquired by Deed from Jan Aitken and Bonnie Aitken, husband and wife, dated December 9, 2002, and recorded in Deed Book 993 at Page 62, among the aforesaid land records; and

WHEREAS, Grigson are the owners of Parcel 2, (Revised) containing 6.0000 acres, more or less, (herein "the Grigson Property"), located off Virginia Route 726, Fiery Run Road, Marshall Magisterial District, Fauquier County, Virginia, described on that boundary line adjustment plat dated September 17, 2002, prepared by Carson & Harris, and recorded in Deed Book 983 at Page 588, among the land records of Fauquier County, Virginia; which Property they acquired by Deed from Jan Aitken and Bonnie Aitken, husband and wife, dated July 17, 2003, and recorded in Deed Book 1044 at Page 2381, among the aforesaid land records; and

WHEREAS, Buckstrup are the owners of Parcel 3, containing 6.0000 acres, more or less, (herein "the Buckstrup Property"), located off Virginia Route 726, Fiery Run Road, Marshall Magisterial District, Fauquier County, Virginia, described on that division and easement plat dated May 29, 2001, prepared by Carson & Harris, and recorded in Deed Book 925 at Page 325, among the land records of Fauquier County, Virginia; which Property they acquired by Deed from Jan Aitken and Bonnie Aitken, husband and wife, dated April 18, 2002, and recorded in Deed Book 951 at Page 1574, among the aforesaid land records; and

WHEREAS, the Parties desire to amend the road maintenance provision as provided for in that certain Declaration of Easement, Covenants and Restrictions, recorded in Deed Book 925 at Page 338, among the aforesaid land records (the "Declaration").

NOW, THEREFORE, in consideration of the premises and the mutual benefits to be derived, the Parties hereby amend the Declaration as follows:

1. Paragraph 3 shall be deleted in its entirety and the following is substituted in lieu thereof:

“3. As to each lot served by the road (“Appalachian Overlook Drive”) constructed on the said 50' Ingress/Egress & Utilities Easement, that each lot owner shall maintain said road and perform repairs so as to maintain the road in good and safe condition in accordance with standards set forth below. Lot 1, Lot 2, Non-Common Open Space Parcel, Parcel 1, Parcel 2 and Parcel 3 shall share equally in the cost of maintenance and repair of said road from Virginia Route 726 to where the road first enters Non-Common Open Space Parcel. Lot 1, Lot 2 and Non-Common Open Space Parcel, shall equally share in the cost of maintenance and repair of said road from where it first enters Non-Common Open Space Parcel until its end. All such maintenance and repair shall be prorated based upon the number of lots owned, regardless of the size of any particular lot or distant traveled over the road. Provided, however, that in the event a lot owner’s agent or business or professional invitee causes damages to the road other than ordinary wear and tear, said lot owner shall be required to repair such damage and bear the cost thereof exclusively; and provided further, in the event of further subdivision of any of the lots, each of the resulting lots so created that have an easement or right of use of the road shall share in the cost and maintenance and repair on a prorated basis with all of the other lots.”

2. All covenants contained in the Declaration that are not specifically amended herein shall remain in full force and effect.

This Amendment shall be a covenant that runs with the land and shall be binding upon the owners of the above-described parcels, their heirs, successors and assigns.

WITNESS the following signatures and seals:

JABA LIN LLC

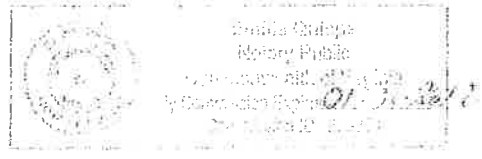
By: *Bonnie Y. Aitken* (SEAL)
BONNIE Y. AITKEN, Managing Member

STATE OF VIRGINIA,
COUNTY OF FAIRFAX, to-wit:

The foregoing instrument was acknowledged before me this 7th day of November, 2014, by Bonnie Y. Aitken, Managing Member of Jaba Lin LLC.

Emilie G. Gandy
Notary Public

My commission expires: 01-31-2017
Registration ID#: 285257



William Corish (SEAL)
WILLIAM CORISH

Catherine Corish (SEAL)
CATHERINE CORISH

STATE OF VIRGINIA,
COUNTY OF Warren, to-wit:

The foregoing instrument was acknowledged before me this 12th day of July, 2014,
by William Corish and Catherine Corish.

David L. Gibb
Notary Public



My commission expires: July 31st 2016
Registration ID#: 7518828

QUE RUSSELL GRIGSON

SHARON ELIZABETH GRIGSON

STATE OF VIRGINIA,
COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2014,
by Que Russell Grigson and Sharon Elizabeth Grigson.

Notary Public

My commission expires: _____
Registration ID#: _____

_____(SEAL)
WILLIAM CORISH

_____(SEAL)
CATHERINE CORISH

STATE OF VIRGINIA,
COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2014,
by William Corish and Catherine Corish.

Notary Public

My commission expires: _____
Registration ID#: _____

Que Russell Grigson _____(SEAL)
QUE RUSSELL GRIGSON

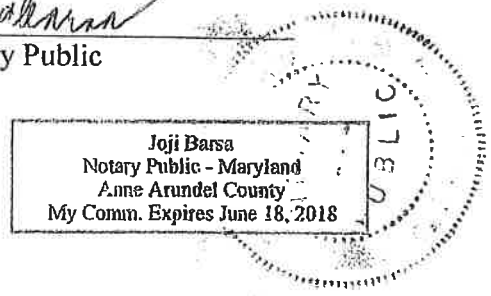
Sharon E. Grigson _____(SEAL)
SHARON ELIZABETH GRIGSON

STATE OF VIRGINIA, *Maryland*
COUNTY OF *Anne Arundel* to-wit:

The foregoing instrument was acknowledged before me this *11th* day of *July*, 2014,
by Que Russell Grigson and Sharon Elizabeth Grigson.

Joji Barsa _____
Notary Public

My commission expires: *6/18/2018*
Registration ID#: *219848*





Kenneth D. Buckstrup (SEAL)
KENNETH D. BUCKSTRUP

Sophia S. Buckstrup (SEAL)
SOPHIA S. BUCKSTRUP

STATE OF VIRGINIA,
COUNTY OF Warren, to-wit:

The foregoing instrument was acknowledged before me this 21 day of JUNE, 2014,
by Kenneth D. Buckstrup and Sophia S. Buckstrup.

Brittany Nicole Cook
Notary Public

My commission expires: May 31, 2017
Registration ID#: 7551633

RECORDED IN CLERK'S OFFICE OF
FAUQUIER ON
AUGUST 21, 2014 at 12:03:00 PM
AS REQUIRED BY VA CODE §58.1-802
STATE: \$0.00 LOCAL: \$0.00
FAUQUIER COUNTY, VA
GAIL H BARB CLERK OF CIRCUIT COURT
Gail H Barb