

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
AFFECTING APPLE MANOR SUBDIVISION
(FORMERLY KNOWN AS LEEDS MANOR ORCHARD SUBDIVISION)

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS made this 23rd day of February, 1995, by VIRGINIA BEEF CORPORATION, a Virginia Corporation, party of the first part, hereinafter sometimes referred to as "Declarant"; TIM E. TARR, Sole Acting Trustee, party of the second part; and WARRENTON FARM CREDIT, ACA, party of the third part.

WHEREAS, the Declarant is the owner of all the lots or tracts of land located in Marshall Magisterial District, Fauquier County, Virginia, and known by official plat designation as APPLE MANOR SUBDIVISION, pursuant to a plat entitled "Boundary Line Adjustment Plat (Plat 2) on Apple Manor Subdivision", prepared by James H. Harris & Associates, Inc., dated April 30, 1993, and recorded with an Owner's Consent statement recorded in Deed Book 696 at page 1562* in the Clerk's Office of the Circuit Court of Fauquier County, Virginia; and

WHEREAS, the Declarant desires to establish and impose the following conditions, covenants, reservations and restrictions upon himself as owner of said real property and upon its respective heirs, assigns and successors in title.

NOW, THEREFORE, in consideration of the premises, the Declarant, being the sole owner of all the lots' or tracts of land as shown on the aforesaid plat, does hereby establish the conditions, covenants, reservations and restrictions (hereinafter generally referred to as the "Restrictions") subject to which all the land and portions thereof shown on the aforesaid plats shall be improved, used, sold and/or conveyed and hereby records the same for the purposes stated herein. Each and all of said restrictions are for the benefit

*Harrison & Johnston
21 South Guilford Street
Winchester, VA 22601*

*FEB 24 1995
J.H.H.*

* PAGE 1546

ALKER, JONES, LAWRENCE,
PAYNE & DUGGAN, P.C.
ATTORNEYS AT LAW
CARTER HALL
31 WINCHESTER STREET
WARRENTON, VIRGINIA 22186

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of each owner of any lot or lots and shall run with the land and, as more specifically provided for below, shall inure to and pass with each and every individual lot and apply to and bind the respective successors in interest thereto.

WHEREAS, by Deed of Trust dated September 29, 1989, of record in the Clerk's Office of the Circuit Court of Fauquier County, Virginia, in Deed Book 626 at page 838, the party of the first part did convey certain lands therein more particularly described of which the land subdivided is a part, in trust to secure payment of a debt more particularly set out in said Deed of Trust to TIM E. TARR and JAMES W. FLETCHER, TRUSTEES, either of whom may act.

NOW, THEREFORE, in consideration of the premises, the party of the second part, by and with the consent of the party of the third part, as is evidenced by its execution and acknowledgment of this instrument, does hereby confirm that the subdivision designated as APPLE MANOR SUBDIVISION and recorded in Deed Book 696 at page 1562 in the Clerk's Office of the Circuit Court of Fauquier County, Virginia, and the dedication and imposition of Covenants, Conditions and Restrictions set forth herein is with the free consent and in accordance with the desires of the undersigned owners, proprietors and trustees, however, nothing herein shall be construed to release or subordinate the lien of said Deed of Trust to any interest not herein specifically described and granted.

COVENANTS, CONDITIONS AND RESTRICTIONS:

This subdivision with the approval of the parties of the third part as evidenced by its signature hereto is subject

to the following restrictions which shall be deemed covenants running with the land.

1. The lots within the subdivision shall be used for single family residential, agricultural or recreational purposes only. Limited forestry pursuits will be permitted on Lots 4R, 7R, 8, 9R, and 10R provided that selective harvesting of individual trees will not be harmful to the integrity of the forest and the harvest will improve the health of the forest. There shall be no clear cutting on Lots 7R and 8 unless the clearing is for an orchard or pasture. No live trees will be harvested for timber within 100 feet of the boundary lines of Lots 4R, 7R, 8, 9R, and 10R. No forestry-related equipment will be permitted to use any road, easement, or right-of-way within Apple Manor Subdivision.

2. An easement and right of way fifty feet (50') in width as shown on the plat of James H. Harris & Associates, Inc., dated April 30, 1993, recorded as aforesaid, is hereby reserved for all of the Apple Manor Subdivision lots, excluding Lots 1R, 14 and 20R, for purposes of ingress and egress to and from Virginia Route 688 and for construction, installation, operation and maintenance of public utility easements.

3. The maintenance and repair of the said fifty foot (50') easement and right of way shall be at the joint expense of the owners of all lots who shall use the said right of way for ingress and egress, excluding the owners of Lots 1R, 14 and 20R. Each lot owner (excluding the owners of Lots 1R, 14 and 20R) shall annually pay \$300.00 per lot owned to a road maintenance fund. The said fee shall be due on January 1 of each year and collected in advance. Further, the said fee

may be adjusted upward or downward, as needed, by a majority of the lot owners. A Road Maintenance Committee consisting of up to three (3) lot owners shall be established which shall collect road maintenance fees and administer the road maintenance program in the subdivision as a whole, including repair, replacement, maintenance, snow removal and procuring insurance, if necessary, for the said fifty foot (50') easement and right of way. The said Road Maintenance Committee shall meet annually to determine the maintenance to be performed. The initial member of the Road Maintenance Committee shall be the Developer, its successors, assigns or appointees, which shall perform all functions of the Road Maintenance Committee set forth above, until such time as the Developer has sold its last lot or earlier, at the option of the Developer. Thereafter, the members of the Road Maintenance Committee shall be elected annually by a majority vote of those lot owners who are present at a meeting called for that purpose upon thirty (30) days advance notice.

4. All buildings shall be set back as required by Fauquier County Zoning Ordinances for any front, side or rear lot lines.

5. Each lot owner is responsible for installation and maintenance of their own septic and water supply systems. Any such system shall comply with all rules, regulations, and/or laws of the appropriate governing authority of Fauquier County, Virginia.

6. An Architectural Control Committee consisting of up to three (3) lot owners shall be established. The initial member of the said Architectural Control Committee shall be the Developer, its successors, assigns or appointees, which

shall perform all functions of the Architectural Control Committee until such time as the Developer has sold its last lot or earlier, at the option of the Developer. Thereafter, the members of the Architectural Control Committee shall be elected annually by a majority vote of those lot owners who are present at a meeting called for that purpose upon thirty (30) days advance notice. No buildings shall be erected, placed or altered on any building lot in the subdivision until the building plans, specifications and plat plans showing the location of such buildings have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision and as to location of the buildings with respect to topography and finished ground elevation by said Architectural Control Committee. Further, no fence, wall or other dividing instrumentality shall be constructed or maintained on any lot except upon approval of the Committee. All such approvals shall be determined by said Architectural Control Committee in its discretion and no lot owner, jointly or in concert, shall have any recourse from any determination of said Committee. Further, the Architectural Control Committee must not be unreasonable in withholding approval.

7. In order to maintain architectural diversity throughout the neighborhood, duplication of exterior design will not be permitted when structures are within visual range of each other. Once approval is received for construction, the improvements must be under continuous construction and completed within one year.

8. No outbuilding, basement, tent, shack, garage, mobile home, shed, barn or temporary building of any kind

shall be used as a residence, either temporarily or permanently.

9. Erosion control practices as prescribed by County authorities shall be adhered to during and after construction.

10. During construction, the removal of mud and debris tracked onto the private road shall be the responsibility of the owner of the lot under such construction. Each lot owner, upon completion of construction of residence on his lot, shall be individually responsible for immediately restoring the road to its original pre-construction condition including grading and addition of gravel, if necessary.

11. No mobile homes shall be permitted to be erected upon the property.

12. With the exception of utilities serving Lots 5R, 6R, 7R, 8 and 10A, all future utilities on each lot, including electric, telephone and other utility lines and connections, shall be located underground so as not to be visible.

13. An easement is reserved 15 feet in width along the roads and front, rear and side outlines of said lots for the purpose of installation or maintenance of public utilities, including the right to remove and/or trim trees, shrubs, or plants. This reservation is for the purpose of providing for the practical installation of such utilities as and when any public authority or utility company may serve said parcels.

14. Fencing shall be of masonry, stone, wood or wood products, or other materials as may be approved by the

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Architectural Control Committee, except for tennis courts or swimming pools, either of which may be enclosed with chainlink anchor fencing or other similar fencing, as approved by the Architectural Control Committee. Barbed wire fences are prohibited along lot boundaries fronting on the fifty foot (50') easement and right of way.

15. No purchaser, owner or member shall be allowed to subdivide or resubdivide any lots herein, with the exception of lots 4R, 7R, 8 and 9R, so as to produce a greater number of smaller lots than currently exist. Lots 4R, 7R, 8 and 9R may be resubdivided so long as there is a minimum of 50 acres in the newly created lot and a minimum of 50 acres in the residue.

16. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Hunting with firearms and the discharge of firearms by lot owners on their respective lot(s) shall be allowed where permitted by State law.

17. Household pets and other animals including livestock or fowl may be raised, bred or kept on any lot provided they are properly fenced and the poultry housed in a screened area at least 50 feet from all lot lines. No swine, commercial dog kennels or commercial poultry operations will be permitted.

18. There shall be no junk or unlicensed or inoperable vehicles parked on the lots except within roofed enclosures.

19. All lots, improved or unimproved, shall be maintained in a neat and sightly manner at all times.

20. No sign of any kind shall be displayed to public view on a lot except customary name and address signs and lawn signs of not more than four (4) square feet in size advertising a property for rent or sale.

21. No minibikes, motor bikes, trail bikes or any other kind of vehicle or cycle may be used by anyone on the private or public right of ways unless licensed for such use.

22. Declarant reserves for unsold lots the right to amend, add to, or delete any covenants herein.

23. Declarant or any other owner shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions and covenants now or hereafter imposed by the provisions of this declaration. Failure by Declarant or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

24. These covenants shall run with the subject property and shall be binding on the lot owners and all persons claiming under them until January 1, 2010, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by two-thirds of the then owners of the said lots in the subdivision has been recorded agreeing to change or terminate said covenants in whole or in part.

25. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way effect the validity of the other provisions which shall remain in full force and effect. Use of the plural herein shall be deemed to include the singular and use of the singular herein

shall be deemed to include the plural. The term "lot owner" is synonymous with the term "homeowner".

WITNESS the following signature and seal:

VIRGINIA BEEF CORPORATION,
a Virginia Corporation

BY: William R. Brockett, Jr. (SEAL)
William R. Brockett, President

Tim E. Tarr, sole acting trustee (SEAL)
TIM E. TARR, Sole Acting Trustee

WARRENTON FARM CREDIT, ACA

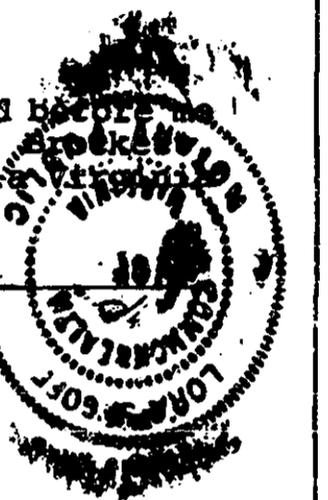
BY: Donald L. Shifflett (SEAL)
Donald L. Shifflett, President

STATE OF VIRGINIA
COUNTY OF FAUQUIER, to-wit:

The foregoing instrument was acknowledged before me this 24th day of February, 1995, by William R. Brockett, Jr., President, on behalf of VIRGINIA BEEF CORPORATION, a Virginia Corporation.

Dora J. Goff
Notary Public

My Commission Expires: June 30, 1997



STATE OF VIRGINIA
COUNTY OF FAUQUIER, to-wit:

The foregoing instrument was acknowledged before me this 24th day of February, 1995, by TIM E. TARR, Sole Acting Trustee.

Patricia Ann Stalls
Notary Public

My Commission Expires: 2/28/95

STATE OF VIRGINIA
COUNTY OF FAUQUIER, to-wit:

The foregoing instrument was acknowledged before me this 24th day of February, 1995, by Donald L. Shifflett, Pres. on behalf of WARRENTON FARM CREDIT, ACA.

Patricia Ann Stalls
Notary Public

My Commission Expires: 2/28/95
HPW/lsg/#93R-20094
02/15/95

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

This instrument was received in this office and with certificate admitted to record on FEB 24 1995

at 9:41 P m. Tax of \$ _____ Imposed by

Section 58.1-802 Paid. Consideration: \$ — 0 —

State Tax _____ County Tax _____

Transfer _____ VSLF \$1.00 Clerk 17.00

TOTAL 18.00 Tests: Wm D Harris Clerk