

County Tax Map No. 130A-(3)-5 (portion)

DECLARATION OF PROTECTIVE COVENANTS

Woodbridge Subdivision, Phase I

THIS DECLARATION is made this 15th day of March, 2004, by ASSOCIATED DEVELOPERS, L.L.C., a Virginia limited liability company, "Declarant," as grantor, SOUTHTRUST BANK, index as grantor and JAMES E. SEDLAR and JAMES A. DEVOE, JR., TRUSTEES, index as grantors.

P R E A M B L E

A. Associated Developers, L.L.C. is the owner of twenty-five (25) lots located on the northern side of Old Spotswood Trail (Business Route 33), just west of the Town of Elkton, in Stonewall District, Rockingham County, Virginia, designated on a subdivision plat dated April 28, 2003, made by Benner and Associates, Inc., entitled **Woodbridge Subdivision, Phase I**, (the "Subdivision Plat") which plat is to be recorded in the Clerk's Office of the Circuit Court of Rockingham County, Virginia just prior to the recordation hereof.

B. Declarant conveyed the Property to James E. Sedlar and James A. Devoe, Jr., Trustees, either of whom may act, by deed of trust dated July 26, 2002 which is recorded in the Clerk's Office in Deed Book 2111, at page 26 securing a loan from SouthTrust Bank.

C. Declarant wishes to convey the lots subject to the covenants, conditions, restrictions, limitations and easements contained herein.

NOW THEREFORE, Declarant declares that all of the Property shall be held, transferred, sold, conveyed and occupied subject to the following covenants, conditions, restrictions, limitations and easements which shall run with the real estate and shall be binding on and inure to the benefit of all present and future Owners thereof. This Declaration, however, shall not apply to any other "phases" or sections of Woodbridge Subdivision or any other land owned by Declarant, except for such land as may be added under § 4.5.

ARTICLE 1

Definitions

§ 1.1 **"Declarant"** shall mean Associated Developers, L.L.C. and its successors and assigns, but shall not include the purchaser of any Lot.

§ 1.2 **"Lot"** shall mean and refer to the individually numbered plots of land shown upon the recorded subdivision plat of the Property.

§ 1.3 **"Owner"** shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, whether acquired by purchase, gift, foreclosure or otherwise, but excluding those persons or entities having such interest merely as a security for the performance of an obligation. The address of an Owner (or Owners in case a Lot is owned by more than one person) for the purpose of notices required herein shall be the address as indicated on the tax records for the current year maintained by the Treasurer of Rockingham County, Virginia, unless an Owner notifies the Association of a different address in writing.

§ 1.4 **"Property"** shall mean and refer to all of the real estate dedicated to **Woodbridge Subdivision**, including subsequent sections made subject to this Declaration pursuant to § 4.5 hereof.

ARTICLE 2

Architectural Control

§ 2.1 No building, fence, or other improvements shall be erected or placed on any Lot and no exterior addition, change or alteration to any improvements on any Lot shall be made until the plans and specifications showing the nature, color, kind, shape and height; the materials to be used; and a plat showing the location of the same shall have been submitted to and approved in writing as to the harmony of external design and location in relation to surrounding structures and topography by an Architectural Control Committee ("ACC"). The ACC shall be composed of three members. The three members shall be appointed by the Declarant until the earlier of the following:

- (a) The date on which the last Lot in the Property is sold by the Declarant, or
- (b) Assignment by the Declarant of its right to appoint and remove the members to the Owners of Lots, as evidenced by instrument recorded in the Clerk's Office.

After such time the Owners shall appoint the three voting members as provided in § 2.2 hereof. The members appointed by the Declarant shall hold office until removed by the Declarant or their successors are elected.

§ 2.2 (a) At such time as the Declarant's appointment and removal power ends, Declarant shall give notice of the election of members of the ACC. If the Declarant for any reason fails to do so, then any Owner may give notice. The notice shall be in writing and mailed first-class at least thirty (30) days in advance of the proposed election to each Owner at the address listed with the Treasurer of Rockingham County, Virginia. A ballot shall be attached to the notice containing the names of at least three persons suggested by the Declarant or other mailing party with the right reserved to each Owner to nominate and vote for additional or other persons if desired.

(b) The three persons receiving the highest number of votes shall be elected. The ballots shall be counted and certified by the person calling the election.

(c) The person receiving the highest number of votes shall serve a term of three (3) years; the person receiving the next highest number of votes shall serve a term of two (2) years; and the person receiving the third highest number of votes shall serve a term of one (1) year. Thereafter, all persons elected shall serve for terms of three (3) years. No person shall be elected to more than two (2) successive terms. Vacancies, whether caused by resignation, removal or expiration of term, shall be filled by the remaining members of the ACC. If all three offices are vacant, any Owner may request an election to be held as earlier provided. The ACC shall determine all matters by majority vote.

§ 2.3 The ACC shall have full and complete discretion to approve or reject proposed buildings, fences, and other improvements and alterations on the Lots. The ACC shall not be bound to approve any proposed buildings and improvements solely because they comply with the other restrictions and covenants or are equal in cost or value to buildings and improvements on other Lots. In the event the ACC fails to approve or reject the plans and specifications within thirty (30) days after submission, the plans and specifications shall be deemed approved, provided, however, the failure of the ACC to act shall not be construed to waive any violation of these covenants.

§ 2.4 The ACC may base its approval or rejection of plans or specifications upon any grounds, including purely aesthetic considerations, which in the sole discretion of the committee

shall seem sufficient. Members and representatives of the ACC shall have the right to inspect the building during construction to ensure that it complies with the approved plans and specifications. Where discrepancies exist, the ACC may require corrective work, or, where warranted in its opinion, may issue a notice to cease construction until compliance is assured to its satisfaction. Failure to heed such a notice from the ACC shall operate as a default under this covenant and shall give the ACC, in addition to any rights under general law, all of the rights and powers set out in this Declaration.

§ 2.5 The exterior of any dwelling or building constructed on any Lot shall be completed within nine (9) months after the commencement of construction.

§ 2.6 Except as later provided in this paragraph, the ACC shall have the power to approve any proposed buildings or improvements on any of the Lots even though the buildings or improvements do not meet the requirements of this instrument, if, in the discretion of the committee, such deviations are not harmful to the value of the adjoining property. The ACC shall be under no duty to exercise this power, however. The ACC shall have no power to permit a deviation from § 3.1 of this instrument.

§ 2.7 The plans and specifications of any improvements shall be deemed approved under § 2.1 if the ACC has not notified the Owner of a violation of this Article within six (6) months after issuance of an occupancy permit or final inspection in the case of improvements to an existing structure.

ARTICLE 3

General Use Restrictions

§ 3.1 No Lot shall be used except for residential purposes for only one (1) single family dwelling. No townhouse, duplex, mobile home, double-wide manufactured home or house trailer shall be constructed or placed on any Lot.

§ 3.2 No dwelling exceeding two and one-half stories in height above ground and only a private garage for not more than three vehicles and such other outbuildings as may be approved by the ACC shall be erected on any Lot.

§ 3.3 The minimum above-ground square footage (excluding porches, decks and garages) of any one-story dwelling shall be 1,400 square feet. Any dwelling with more than one (1) story (exclusive of porches and garages) shall have at least 1,900 square feet.

§ 3.4 No dwelling having a flat roof comprising more than 25% of the total roof area shall be constructed upon any Lot. All roofing material must have an expected life of at least 20 years.

§ 3.5 No dwelling shall be permitted on any Lot with any type of exterior finish except brick, stone, faux stucco, wood siding or vinyl siding, a sample of which shall be submitted to the ACC for approval prior to construction, provided, however, that aluminum soffits, guttering, and fascia boards are permitted. Chimneys and exposed foundations shall be constructed or veneered with brick, stone, faux stucco or painted concrete.

§ 3.6 No antennae or satellite receiving devices of any kind larger than 18 inches in diameter shall be erected on any Lot or on any structure located thereon. In addition, permitted devices and placement thereof shall be approved by the ACC.

§ 3.7 Chain link fences are prohibited on Lots.

§ 3.8 Above-ground swimming pools (which shall not include hot tubs, jacuzzis and portable pools) are prohibited.

§ 3.9 Each Lot shall have an all-weather surface driveway within six (6) months after issuance of the certificate of occupancy for the dwelling erected on such Lot. After such six (6) month period dirt and gravel driveways are prohibited on any Lot.

§ 3.10 No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during construction. Nevertheless, one sign not exceeding one-half square foot displaying the name of the Owner or occupant of the property shall be permitted on any Lot.

§ 3.11 No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats (except as later provided), or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose. No more than two (2) dogs and two (2) cats are permitted on any Lot.

§ 3.12 Whenever animals are permitted outside a building or other enclosed area approved by the ACC for the maintenance and confinement of animals, they must be secured by a leash or lead. All permitted animals must be confined to an area approved by the ACC in the rear of the Lot. No animals may be kept on a chain or run nor may any animals be kept outside on a permanent basis.

§ 3.13 All Lots shall be kept at all times in a sanitary, healthful, attractive and safe condition, and the Owner and occupants of all Lots shall keep all weeds, grass, and dead trees thereon cut.

§ 3.14 None of the Lots shall be used or maintained as a dumping ground for rubbish. Trash, garbage, and other waste shall be kept in sanitary enclosed containers. All containers shall be appropriately screened from view from any street or road on which the Lot fronts.

§ 3.15 No motor vehicle shall be kept on any Lot unless it bears a valid state license plate and current inspection sticker unless within a structural enclosure. No more than three (3) motor vehicles shall be regularly parked on any Lot unless specially approved by the ACC. No motor vehicles shall be parked at any time on the lawn or other landscaped area.

§ 3.16 No individual sewage disposal system shall be constructed, maintained, or used on any Lot.

§ 3.17 No dwelling shall be permitted on any Lot unless adequate off-street parking for at least two vehicles is provided on the Lot. No trailer, basement, tent, shack, barn, or other outbuilding erected on any Lot shall be used at any time as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

§ 3.18 No trailer, bus, camper, motor home, truck larger than three-quarter ton, commercial equipment, commercial vehicle (including, but not limited to, any tractor trailer, or combination of tractor and trailer), or disabled or unlicensed vehicle, or any portion thereof may be parked or stored within **Woodbridge Subdivision** except for commercial equipment and vehicles temporarily located therein for the purpose of performing necessary construction or repairs. No stripped down or junk vehicles (licensed or unlicensed) or any sizable parts thereof may be parked on any street or Lot.

§ 3.19 No more than two unrelated persons may occupy any dwelling on any Lot. As used herein, "unrelated persons" shall mean persons unrelated by either blood or marriage.

§ 3.20 No noxious or offensive use or activity shall be carried on upon any Lot, nor shall any practice be engaged in by the Owners of the Lots, their tenants, agents, guests, or assigns, that shall become an annoyance or nuisance to the neighborhood including, but not limited to, excessive dog barking.

§ 3.21 No improvement which has been partially or totally destroyed by fire or other casualty shall remain in such condition for more than three months from the date of such destruction.

§ 3.22 The drying of clothes in public view is prohibited, and the Owner or occupants of any Lot at the intersection of streets where the rear yard or a portion of the Lot is visible to the public shall construct and/or maintain a drying yard or other suitable enclosure as necessary to screen drying clothes from public view.

§ 3.23 No skateboard or rollerblade ramps or structures of any kind shall be constructed, placed, or used on any Lot or street.

§ 3.24 No exterior watch light shall be erected on any Lot without the prior approval by the ACC. For the purposes of this section, a watch light is an exterior light of a type typically mounted on a telephone pole, utility pole, or street light pole, or any other light which the ACC determines casts an unacceptable level of light on neighboring properties.

§ 3.25 No dirt bikes, ATVs, three or four wheelers or other non-licensed vehicles shall be operated on any Lot, common area, street or driveway.

§ 3.26 No incinerator or other device for the burning of trash shall be permitted on any Lot, common area, street or driveway within Woodbridge Subdivision.

§ 3.27 No propane, oil or other storage tank or cylinder shall be permitted on any Lot, common area, street or driveway within Woodbridge Subdivision unless it is buried or enclosed within the residential dwelling.

§ 3.28 No Lot or any portion of any Lot shall be used as an access way or right-of-way for ingress or egress to any other Lot, piece or parcel of land in the Property without the prior written consent of the ACC.

ARTICLE 4

Miscellaneous Provisions

§ 4.1 No Lot shall be re-subdivided into smaller lots, nor shall any portion of any Lot be sold or conveyed by the Owner thereof without the prior approval of the ACC.

§ 4.2 All drainage and utility easements shown on the subdivision plat are hereby reserved to Declarant. A release by Declarant to any Lot Owner of any easement so reserved

shall operate as a complete release to such Lot and no other party shall be entitled to assert any claim or right to the use of such easement.

§ 4.3 The Declarant reserves the right to amend this Declaration any time within two (2) years after recordation of this Declaration without the consent of any other Owner. At any time thereafter, the Owners of two-thirds ($\frac{2}{3}$) of all the Lots (with each Lot having one (1) vote) may amend this Declaration. Otherwise, the provisions of this Declaration shall continue in force until December 31, 2024, at which time they will expire. Upon the expiration of this and any subsequent term, the provisions of this Declaration shall be automatically renewed for ten (10) year periods unless terminated or amended by the Owners of at least two-thirds ($\frac{2}{3}$) of the Lots (with each Lot having one (1) vote).

§ 4.4 Any water drainage or detention system traversing or abutting any Lot shall be maintained by the Owner of that Lot.

§ 4.5 The Declarant shall have the absolute and unqualified right (but shall not be obligated) to bring within the terms of this Declaration additional property, so long as such property is adjacent to the property shown on the Subdivision Plat or on later plats brought within the Declaration. Such additions shall be made by recording a supplemental declaration in the Clerk's Office of the Circuit Court of Rockingham County, Virginia, indicating what additional property shall be subject to this Declaration. Property added to this Declaration shall be treated for all purposes as if it had been shown on the original Subdivision Plat, except as may otherwise be provided in such supplemental declaration.

§ 4.6 The Declarant may appoint a successor Declarant by an instrument recorded in the Clerk's Office of the Circuit Court of Rockingham County, Virginia. The sale of Lots to a successor Declarant shall not be deemed a sale for purposes of § 2.1(a).

§ 4.7 The Declarant and the ACC shall not be liable to any Owner or other person on account of any claim, liability, damage, or expense suffered or incurred by or threatened against an Owner or other person arising out of or in any way related to the subject matter of any reviews, acceptances, inspections, permissions, consents, or required approvals which must be obtained from the Declarant or the ACC, whether given, granted, or withheld.

§ 4.8 If any part of any provision of this Declaration shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity or

unenforceability only, without in any way affecting the remaining parts of such provisions or the remaining provisions of this Declaration.

§ 4.9. The Declarant intends to dedicate the streets shown on the Subdivision Plat into the public highway system maintained by the Virginia Department of Transportation ("VDOT"). VDOT requires that adequate drainage be maintained on the sides of the streets and that driveways intersect public streets at acceptable grades as specified by VDOT standards. Each Owner shall construct its driveway in compliance with VDOT requirements. In addition, no Owner may alter the grade or condition of the drainage areas on the sides of the streets or any portion of a Lot as constructed by the Declarant. Each Owner shall correct any problems on its Lot noted by VDOT or any other governmental authority with regard to the installation of its driveway or any changes the Owner makes in such drainage areas. If an Owner does not make corrections complying with VDOT specifications or those of any other governmental authority within fifteen (15) days after being requested to do so by VDOT or the Declarant, the Declarant may make the changes at the cost and expense of such Owner who shall reimburse the Declarant on demand, for the costs and expenses incurred by the Declarant in making such changes. Such costs and expenses shall constitute a lien on the Lot until fully paid.

ARTICLE 5

Validity and Enforcement

§ 5.1 The failure on the part of the Declarant, the ACC or any Owner to enforce any restrictions contained in this instrument shall not be deemed a waiver of the right to do so thereafter for the same breach or one occurring prior or subsequent thereto.

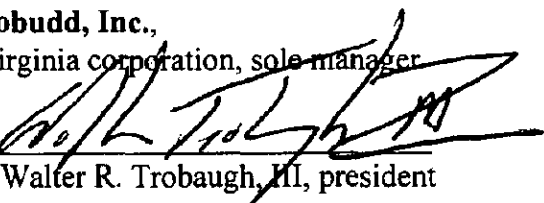
§ 5.2 Enforcement of this instrument shall be by proceedings instituted by the Declarant, the ACC or any Owner at law or in equity against any persons or other entities violating or attempting to violate any covenant, either to restrain violation or to recover damages therefor. In any such proceeding, an Owner found to have breached any covenant contained in this instrument shall be responsible for the cost of the enforcement proceeding, including the prevailing party's attorney's fees.

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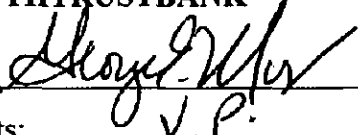
WITNESS the following signatures.

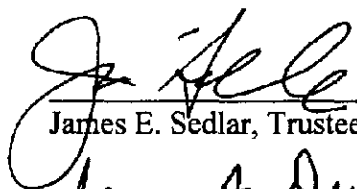
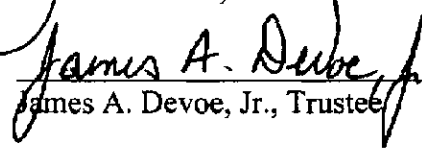
ASSOCIATED DEVELOPERS, L.L.C.

By: **Trobudd, Inc.**,
a Virginia corporation, sole manager

By: 
Walter R. Trobaugh, III, president

SOUTHTRUSTBANK

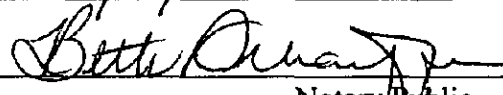
By: 
Its: J. P.

 (SEAL)
James E. Sedlar, Trustee
 (SEAL)
James A. Devoe, Jr., Trustee

COMMONWEALTH OF VIRGINIA
CITY OF HARRISONBURG, to-wit:

The foregoing instrument was acknowledged before me in the aforesaid jurisdiction this 11 day of March, 2004 by **Walter R. Trobaugh, III**, president of **Trobudd, Inc.**, sole manager of **Associated Developers, L.L.C.**, on behalf of the company.

My commission expires: 9/30/04


Notary Public

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Henrico:

The foregoing instrument was acknowledged before me in the aforesaid jurisdiction this 22nd day of March, 2004, by George E. Moore III, V.P. of SOUTH TRUST BANK, on behalf of the bank.

My commission expires: 1/31/06.

Janet K. Baldacci
Notary Public

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Henrico:

The foregoing instrument was acknowledged before me in the aforesaid jurisdiction this 22nd day of March, 2004, by James E. Sedlar, Trustee, and James A. Devoe, Jr., Trustees.

My commission expires: 1/31/06.

Janet K. Baldacci
Notary Public

CLAPC-7 10:35

L. WAYNE HARPER, CLERK

Virginia: when taken on in the Commonwealth of Henningham County
The foregoing instrument was this day presented in the office aforesaid, and is
together with the certificate of acknowledgment annexed, admitted to record this
7 day of April, 2004 at 10:35 A.M. I certify that
taxes were paid when applicable:

Sec. 58-54 - State _____ County _____ City _____
Sec. 58-54.1 - State _____ County _____ City _____ Transfer _____
Recording 33.00 Copies 5.50 TESTE

L. WAYNE HARPER
CLERK

Deed Book No 2461 Page 269

38.50

010122

**SUPPLEMENTAL DECLARATION OF
PROTECTIVE COVENANTS**

Woodbridge Subdivision, Phase 3
(Lots 25-47, 53-61 and 68-81)

THIS SUPPLEMENTAL DECLARATION is made this 8th day of June, 2005 by **ASSOCIATED DEVELOPERS, L.L.C.**, a Virginia limited liability company "Declarant," index as grantor, **RUSSELL K. HENRY, JR., TRUSTEE**, index as grantor, and **FNB SOUTHEAST**, a North Carolina banking corporation (the "Noteholder").

P R E A M B L E:

A. Declarant is the owner and developer of 46 lots (the "Property") located north of Old Spotswood Trail (Business Route 33), in the Town of Elkton, Stonewall District, Rockingham County, Virginia, designated as Lots 25 through 47, 53 through 61 and 68 through 81 on a plat entitled **Woodbridge Subdivision, Phase 3**, dated May 27, 2005, prepared by Benner and Associates, Inc. (the "Subdivision Plat"), which plat is to be recorded in the Clerk's Office of the Circuit Court of Rockingham County, Virginia just prior to the recordation hereof.

B. Declarant previously recorded a Declaration of Protective Covenants for Woodbridge Subdivision (the "Declaration") in the Clerk's Office in Deed Book 2461 at page 269. Section 4.5 of the Declaration permits Declarant to bring additional property within the terms of the Declaration. Declarant now wishes to bring the Property within the provisions of the Declaration.

C. Declarant conveyed the Property to Russell K. Henry, Jr., Trustee by a deed of trust, dated March 21, 2005, which is recorded in the Clerk's Office in Deed Book 2640, page 479, securing a loan from the Noteholder.

NOW, THEREFORE, the Declarant declares that all of the Lots in Woodbridge Subdivision, Phase 3 shall be held, transferred, sold, conveyed and occupied subject to the following covenants, conditions, restrictions, limitations and easements which shall run with the

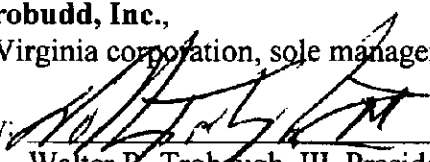
real estate and shall be binding on and inure to the benefit of all present and future Owners thereof. The Declaration shall not, however, apply to any other "phases" or sections of Woodbridge Subdivision or any other land owned by Declarant, except for such land as may be added under § 4.5 of the Declaration.

The Trustee, as authorized to act by the Noteholder, and the Noteholder described in paragraph C of the Preamble join herein to evidence their consent to this Supplemental Declaration.

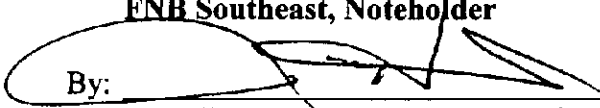
IN WITNESS WHEREOF, the undersigned has caused its name to be executed by its duly authorized manager.

Associated Developers, L.L.C.,
a Virginia limited liability company

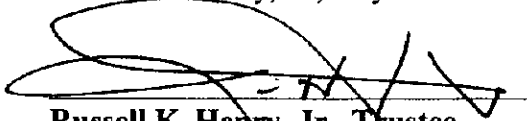
By: **Trobudd, Inc.**,
a Virginia corporation, sole manager

By: 
Walter R. Trobaugh, III, President

ENB Southeast, Noteholder

By: 

Russell K. Henry, Jr., City Executive


Russell K. Henry, Jr., Trustee

COMMONWEALTH OF VIRGINIA

CITY OF HARRISONBURG:

The foregoing instrument was acknowledged before me in the aforesaid jurisdiction this 8th day of June, 2005 by **Walter R. Trobaugh, III**, President of **TroBudd, Inc.**, a Virginia corporation, sole manager of **Associated Developers, L.L.C.**, a Virginia limited liability company, on behalf of the company.

My commission expires: 9/30/2008

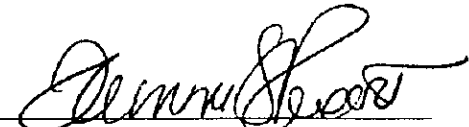

Notary Public

COMMONWEALTH OF VIRGINIA

CITY OF HARRISONBURG

The foregoing instrument was acknowledged before me in the aforesaid jurisdiction this 10th day of June, 2005 by **Russell K. Henry, Jr.**, City Executive of **FNB Southeast**, on behalf of the bank.

My commission expires: 11-30-05

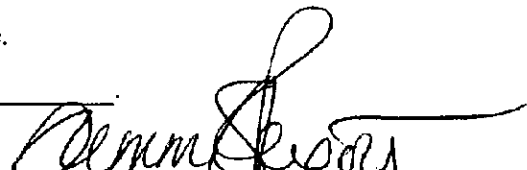

Notary Public

COMMONWEALTH OF VIRGINIA

CITY OF HARRISONBURG

The foregoing instrument was acknowledged before me in the aforesaid jurisdiction this 10th day of June, 2005 by **Russell K. Henry, Jr., Trustee.**

My commission expires: 11-30-05


Notary Public

VIRGINIA: In the Clerk's Office of the Circuit Court of Rockingham County
The foregoing instrument was this day presented in the office aforesaid, and is
together with the certificate of acknowledgement annexed, admitted to record this
22 day of June, 20 05 at 11:04 M. I certify that
taxes were paid when applicable:

Sec. 58-54 - State _____ County _____ City _____
Sec. 58-54.1 - State _____ County _____ City _____ Transfer _____
Recording 21st Copies 15th TESTE:

L. WAYNE HARPER
CLERK 22nd

018793
JUN 22 2005
CLERK