

ORIGINAL

*Del. To: L.J. Quesenberry
3-27-07*

COMMONWEALTH OF VIRGINIA)
) ss:
COUNTY OF PATRICK)

0700860

**DECLARATION OF
RESTRICTIVE COVENANTS FOR
FALCON RIDGE WITHIN
THE SEVEN SPRINGS**

KNOW ALL MEN BY THESE PRESENTS that whereas VIRGINIA PARKWAY ESTATES LIMITED PARTNERSHIP (the "Declarant") on this 5th day of March, 2007, is the owner of all of the lots within the subdivision known as *FALCON RIDGE* (the "Development") within the development known as *THE SEVEN SPRINGS* (the "Master Development") located within the County of Patrick and the Commonwealth of Virginia. The *FALCON RIDGE* properties are portrayed on the following plat of survey:

"Falcon Ridge at the Seven Springs", as prepared by L. J. Quesenberry, L.S., dated February 13, 2007, recorded on _____, 2007 in the Clerk's Office for the County of Patrick, Commonwealth of Virginia, as Instrument # _____.

For the benefit of the Property and the owners and to enhance and protect the values, the Declarant desires to create and maintain a harmonious development by the imposition of protective and beneficial covenants, restrictions, conditions and easements upon the future owners of all *FALCON RIDGE* lots and to provide for the preservation and maintenance of Common and Recreation Areas (and, where applicable, Well Rights) within *THE SEVEN SPRINGS*, all of which are shown on the various Surveys of the various Developments within the Master Development.

This Declaration shall replace the existing Declarations dated March 1, 1996, recorded in the Clerk's Office of Patrick County on May 30, 1996 as Instrument #1108 in Deed Book 314, Page 64.

The Declarant hereby covenants and agrees, for itself and its successors and assigns, with all persons, entities and other parties as shall hereafter acquire title to lots within the aforesaid Development, that all of the said lots are hereby subjected to the following restrictions and those contained in the By-Laws, Rules and Regulations of the Association (as hereinafter identified) to be appurtenant to and to run with and benefit all of the lots in said Development, by their respective successors and assigns or by whomsoever owned.

1. **USE OF LOTS:** All lots shall be used only for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family residence and its customary accessory buildings and uses. One secondary guest cottage shall be permitted on each lot; however, any such guest cottage shall not be used as a permanent residence or for commercial purposes. No all-terrain vehicle (ATV) shall be used within either the Development or *The Seven Springs* and there shall be no hunting or discharge of any firearm within. No Lot shall be timbered except for normal widening of interior roadways, areas required for the construction of residences and reasonably adjacent yard areas and for reasonable views.

2. **SUBDIVISION OF LOTS:** No lot subject to this Declaration shall be subdivided, except that any two lot owners may subdivide a lot or lots which lie between their lots, but only one residence shall be built on each combined lot so that all residences are situated on a lot of no less than two acres.

3. **DWELLING AND USE RESTRICTIONS:** Any dwelling house built in this Development after the date hereof shall contain at least 1,200 square feet of heated living area and be new, stick-built and constructed upon the premises and shall comply with all State, County and local building standards and codes, including specifically those standards for plumbing, septic and electrical work. Single- and double-wide mobile homes and manufactured homes are specifically prohibited. All buildings, including dwelling houses and outbuildings, shall be constructed of natural wood, stone or brick materials, including but not limited to brick, stone, log, clapboard, shingle, or high-quality composite materials with the same appearance as natural wood materials. In no event shall aluminum, vinyl siding or cinder block be used on any dwelling house or outbuilding, nor shall exposed cinder block foundations be permitted. Owners shall not alter the rate or direction of the flow of water from or across any Lot by impounding water, changing grade, blocking or redirecting swales, ditches or drainage areas. No building may be closer than thirty feet from the road easement and all Lot lines. All fuel tanks shall be housed out of view from other properties. No signs or billboards shall be maintained except for conventional "for sale" signs of usual size and for and during the Declarant's marketing efforts.

4. **UTILITY EASEMENTS:** There are reserved rights of access across the twenty feet of every Lot measured from the edge of each road right of way adjoining each lot. Such rights are reserved to the Declarant, the Association and such public and private utilities as are granted rights including, but not limited to, electricity, telephone and related purposes and, where applicable, for sewer and water distribution including for the maintenance, repair and replacement thereto and maintenance of the roadway slopes and shoulders.

5. **ANIMALS:** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other common household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes and provided they are not permitted to live outside or otherwise become a nuisance to the neighborhood. Any property owner who owns five or more adjacent acres may petition the Declarant or Association for permission to maintain horses and, if granted, shall be subject to all conditions as may be conditioned and imposed thereupon.

6. **GARBAGE AND REFUSE DISPOSAL:** No lot shall be allowed to become littered or appear to be maintained as a dumping ground for refuse or rubbish. All trash, garbage, or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be regularly emptied, cleaned and kept in a clean and sanitary condition. No noxious or offensive activity shall be carried on, in or upon the premises.

7. **PARKING:** Cars, other vehicles and boats shall be parked in locations in the garage or near to the dwelling so as to not appear unsightly. Maintenance or repair of vehicles shall only be within the garage or upon the driveway near to the dwelling. The parking of wrecked, junked, disabled or otherwise unlicensed vehicles or industrial or construction equipment shall not be permitted upon any lot. Where adequate width of roadway is available, guest parking only shall be allowed upon the minor cul-de-sac roadway adjacent to any lot. No discarded automobile parts or other discarded material, waste or rubbish shall be permitted to remain on any lot.

8. **TEMPORARY STRUCTURES:** No structure of a temporary character, trailer, camper, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently (except a possible marketing/sales office by Declarant). Campers and recreational vehicles may be used for temporary camping purposes but in no event shall any camper or recreational vehicle be connected to any permanent or semi-permanent electrical connection, septic connection, or other utility service connection of any kind. No camper or recreational vehicle of any kind shall be permitted to remain upon any lot for more than six months.

9. **OWNERS' ASSOCIATION:** For the purposes of the maintenance and operation of the Common Areas and Wells rights, if applicable, the *Seven Springs Property Owners Association Ltd.* (the "Association") has been organized as a non-stock corporation association organized, licensed and in good standing with Commonwealth of Virginia and also its Office of Professional and Occupational Registration. The owner(s) of each lot, by acceptance of a deed, shall collectively constitute one member of the Association and its successors and assigns. Membership in the Association shall be subject to the By-Laws and Rules and Regulations set forth on Exhibit A attached to and made a part hereof as if set forth herein and specifically including all land use provisions and easements provided therein.

10. **RIGHTS TO PRIVATE ROADS:** Every owner shall have a non-exclusive right and easement of access and enjoyment and be burdened by similar rights of other property owners in and to the private roads and common areas, if any, which shall be appurtenant to their lots and those which provide access from public roads. Such access rights shall pass with the title for every lot subject to the provisions of this Declaration and referred to recorded Subdivision Survey.

11. **TITLE TO PRIVATE ROADS:** The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the private roads and common areas, if any, shown in the aforementioned recorded Surveys, and all subsequent Surveys which will portray access from the property owners' lot to the public road(s), as well as those roads and common areas, if any, which are part of this Development as those portions may be annexed in the future. Some of the lots may include property lying within the roadways and such roadway property shall be the subject of reciprocal non-exclusive rights as set forth in paragraph 9.

12. **RIGHT OF MODIFICATION:** The Declarant has developed The Seven Springs and this Development pursuant to a master or general plan of development, and does not currently intend to materially modify such plan. However, the Declarant reserves to itself and to its successors and assigns, the right to cancel, modify or change any of the above restrictions by one or more amendments as may hereafter be recorded in the Clerk's Office of Patrick County, Virginia.

13. **APPLICABLE PERIOD:** The foregoing covenant, restrictions and conditions shall remain in full force and effect, unless sooner changed in accordance with Paragraph 14 herein, for thirty (30) years from the date hereof, at which time said covenants, restrictions, and conditions shall be automatically extended for successive periods of five (5) years each unless by a vote of a majority of the then-owners of the lots it is agreed to change or extend the said covenants in whole or in part.

14. **DELEGATION AND ASSIGNABILITY:** Declarant shall at all times and from time to time have the right to delegate any and all functions herein reserved to Declarant. Further, notwithstanding any other provision contained herein to the contrary, Declarant shall have the right at all times and from time to time to fully transfer, convey and assign all or any part of its right, title and interest (whether real or personal) in and to the private roads and common areas, if any (and common well, if applicable); provided, however, that any transferee, grantee or assignee shall be deemed to have legally assumed the same. In the event of any such sale, transfer or conveyance, Declarant shall not be liable to any person for any injury or loss resulting from failure of performance or negligent performance of Declarant's obligations under these covenants as shall arise after such sale, transfer or conveyance.

15. **INTERPRETATION:** No captions or titles in this Declaration shall be considered in the interpretation of any of the provisions hereof.

16. **CONFLICT:** In case of conflict between any of the foregoing provisions and any zoning ordinance (or exceptions thereto which may lawfully be made by the relevant zoning board) or laws which may now be in effect, or which may hereafter be enacted, such zoning ordinances or laws shall control, if such laws are more restrictive than provided herein.

17. **SEVERABILITY:** Invalidation of anyone of these covenants, restrictions, or conditions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the President of VPE, Inc., General Partner of Declarant, has set her hand, by authority duly given this the 5th day of March, 2007.

VIRGINIA PARKWAY ESTATES
LIMITED PARTNERSHIP

By: VPE, Inc., General Partner

Enid Pesmen
Enid Pesmen, President

STATE OF ILLINOIS)
LAKE COUNTY) ss:

On this, the 5th day of March, 2007, I, Sandra Zagnoli, a duly authorized notary public of good standing in Lake County, Illinois, certify that Enid Pesmen personally came before me this day and acknowledged that she is the President of VPE, Inc., General Partner of Virginia Parkway Estates Limited Partnership, and that by authority duly given and as the act of each entity, she executed the foregoing instrument in the name of the General Partner and on behalf of the aforesaid Partnership.

My Commission Expires:



Notary Public

Sandra Zagnoli