

Dunlop Farms Association, Inc.

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made as of the 6th day of January 2000, by the undersigned lot owners of Dunlop Farms Subdivision Section 1, 2, 7, and 9 (the "Lot Owners") and by DUNLOP FARMS ASSOCIATIONS, INC., a Virginia corporation (the "Association") (the Lot Owners and the Association, collectively the "Declarant"), recites and provides as follows:

A. By that certain Declaration of Conditions, Covenants, Restriction, and Easements Affecting Property in the Subdivision Known as Dunlop Farms, Section One, in the City of Colonial Heights, Virginia, dated May 26, 1981, and recorded in the Clerk's Office of the Circuit Court of the City of Colonial Heights, Virginia (the "Clerk's Office") in Deed Book 77, page 340, S.W.B. Corporation, as general partner of Dunlop Associates, declared certain restrictive covenants applicable to Dunlop Farms, Section One ("Declaration One").

B. By that certain Declaration of Covenants, Restrictions and Conditions dated January 4, 1988, and recorded in the Clerk's Office in Deed Book 111, page 354, S O Partnership declared certain restrictive covenants applicable to Dunlop Farms, Section 2 ("Declaration Two").

C. By that certain Declaration of Covenants, Restrictions and Conditions dated February 14, 1990, and recorded in the Clerk's Office in Deed

Book 127, page 448, S O Partnership declared certain restrictive covenants applicable to Dunlop Farms, Section 7 and 9 (“Declaration Three”).

D. The Association is the owner of certain real estate (the “Real Estate”) described as the common Areas of Section 1, 2, 7 and 9 of Dunlop Farms Subdivision on certain plats of survey made by Charles C. Towns & Associates, dated May 5, 1981, March 2, 1987, and May 19, 1989, and recorded in the Clerk’s Office in Plat Book 2, pages 62, 63 and 64, and in Plat Book 3, pages 40, 41, 85,86, 87, 88 and 89.

E. The Declarant now desires to amend, by substitution, each of the above declarations, all as more particularly described herein.

F. Declarant declares that all such lots in the above-described subdivision shall be sold and conveyed subject to the following easements, covenants, restrictions and conditions which are for the purpose of protecting the value and desirability of and which shall run with the real property and be binding on all parties having any right, title, or interest in the described properties, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner.

ARTICLE I

DEFINITIONS

1.01. Associations. “Association” shall mean and refer to Dunlop Farms Association, Inc., its successors and/or assigns.

1.02. Declarant. “Declarant” shall mean and refer to Dunlop Farms Association, Inc.

1.03. Lot. "Lot" shall mean and refer to any parcel of land shown upon any recorded subdivision plat.

1.04. Owner. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot in the Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.05. Subdivision. "Subdivision" shall mean and refer to Sections 1, 2, 7 and 9 of Dunlop Farms.

1.06. Common Area. "Common area" shall mean all real property and improvements thereon owned by the Association for the common use and enjoyment of the owners.

ARTICLE II

FORMATION, MEMBERSHIP AND VOTING RIGHTS

2.01. Formation. Dunlop Farms Association, Inc., a Virginia corporation, was formed and incorporated on December 20, 1996. Each Owner of a Lot hereby ratifies and affirms such formation and incorporation and further designates Dunlop Farms Association, Inc., its successors and/or assigns, as the Association under this Declaration.

2.02. Membership. Every owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

2.03. Voting. All Owners of a Lot shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons

shall be Members. The vote for such Lot shall be exercised as the Owners among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

2.04. Management. The affairs of the Association shall be managed by its Board of Directors which shall elect the officers of the Association.

ARTICLE III

COVENANTS FOR MAINTENANCE ASSESSMENTS

3.01. Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) annual assessments or charges, and (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, cost and reasonable attorney's fees shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, cost, and reasonable attorney's fees, shall also be the personal obligation of the person who is the Owner of such Lot at the time when the assessment falls due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

3.02. Purpose of Annual Dues. The dues levied by the Association shall be used exclusively to promote the general appearance of the Subdivision and for the improvement and maintenance of common areas within the Subdivision and to

pay the administrative costs of the Association.

3.03. Maximum Annual Dues. The Board of Directors of the Association may, in its sole discretion, fix the annual dues. Dues may not be increased more than ten percent per year.

(a) The annual dues shall be Sixty Dollars (\$60.00) per lot effective June 1, 1999.

(b) The maximum annual dues may be increased above ten percent at a meeting duly called for such purpose by a vote, in person or by proxy, of two-thirds of the members.

3.04. Special Assessments for Capital Improvements. In addition to the annual dues authorized in Section 3.03 of this Article, the Association may levy, in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of construction or reconstruction, unexpected repair, or replacement of any capital improvement; provided that any such special assessment shall receive the assent, in person or by proxy, of two-thirds of the members, at a meeting duly called for such purpose.

3.05. Notice for any Action Authorized Under Sections 3.03 or 3.04.

Written notice of any meeting called for the purpose of taking any action authorized under Section 3.03 or 3.04 of this Article III shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of such meeting.

3.06. Uniform Rate of Assessment. Both annual dues and special assessments must be fixed at a uniform rate for all Lots.

3.07. Date of Commencement of Annual Dues; Due Dates. The annual dues provided for herein shall commence as to all Lots on the first day of the month following initial conveyance of the Lot to an Owner acquiring the Lot. The Board of Directors shall fix the amount of the annual dues against each Lot at least thirty (30) days in advance of such annual dues period, and written notice thereof shall be sent to every Owner. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the dues against a specified Lot have been paid.

3.08. Effect of Nonpayment of Dues; Remedies of the Association. Any dues not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum prevailing rate per annum. The Association may bring an action at law against the Owner personally obligated to pay such dues or foreclose the lien against the delinquent Owner's lot.

3.09. Lien. Any delinquent dues shall constitute a pro rata lien upon the individual subdivision Lots, inferior in lien and dignity only to taxes and bona fide duly recorded first deeds of trust.

3.10. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage, but the Association shall have a lien upon the proceeds from any foreclosure junior only to the foreclosed first mortgage and senior to the equity of redemption of the mortgagor. The sale or transfer of any Lot shall not affect the assessment lien, except that the sale or transfer of any Lot pursuant to the foreclosure of a first

mortgage or any proceeding in lieu thereof shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE IV

USE, RESTRICTION AND RULES

4.01. Use of Lots. No Lot shall be used except for residential purposes. Only one residence may be constructed on each platted Lot as recorded.

4.02. Noxious or Offensive Trade or Activity. No noxious or offensive activity shall be carried on upon any lots, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for commercial purposes.

4.03. Architectural Control. No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of same shall have been submitted to and approved in writing as to harmony or external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by the Architectural Committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee fails to approve or disapprove such

design or location within thirty (30) days after such plans and specifications have been submitted to it, approval will not be required and this Article will deem to have been fully complied with.

The minimum main floor area of each such structure, exclusive of open porches, car ports, and garages, shall be as follows:

(a) No single story dwelling shall be erected which has exterior dimensions, exclusive of open porches or garages, of less than one thousand six hundred (1,600) square feet.

(b) No one and one-half story dwelling shall be erected which has first floor dimensions, exclusive of open porches or garages, of less than one thousand two hundred (1,200) square feet.

(c) No two-story dwelling or multi-level dwelling shall be erected which has a total of less than two thousand (2,000) square feet, exclusive of open porches or garages.

(d) No natural finished or exposed wood siding is to be used on any structure.

4.04. Outbuildings. No trailer, tent, shack, garage, barn or other outbuilding erected on any Lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. Storage sheds, garages and other outbuildings must be of the same type and quality of construction as the dwelling on any Lot.

4.05. Clearing the Flood Plain. Clearing or otherwise altering the area within the 100-year flood plain on any Lot shall not be permitted except with

respect to the installation and maintenance of utility and drainage facilities.

4.06. Strip Clearing. Strip clearing of the trees from any Lot shall not be permitted. No living tree measuring six inches or more in diameter at a point two feet above ground level may be removed without the approval of the Committee.

4.07. Above-Ground Pools. No above-ground swimming pools shall be permitted on any Lot.

4.08. Setback Lines. The building setback requirements for front and side streets for the City of Colonial Heights, Virginia shall be observed.

4.09. Signs. No sign of any kind shall be displayed to the public view on any Lot, except:

- (a) one sign of not more than five square feet advertising the property for sale or rent;
- (b) signs used by a builder to advertise the property for sale during the construction and sales period;
- (c) sign or signs setting forth the name of the subdivision.

4.10. Garbage. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and only in rear yards.

4.11. Motor Vehicles. Motor vehicles which do not have a valid inspection sticker and a license to permit the operations of such vehicles upon the highways of the State of Virginia shall not be permitted to remain on any lot for a period in excess of thirty (30) consecutive days unless such vehicles are parked in a garage

or carport. No trucks (except pickup trucks), commercial vehicles, recreation vehicles, campers, boats or trailers shall be parked over 48 hours in any one week so as to be visible from the street.

4.12. Television Antennas and Satellite Dishes. No exterior television or other antennas, parabolic or satellite communication dishes or any other equipment for the purpose of receiving or sending radio or television signals shall be permitted on any lot so as to be visible from the street. No free-standing flagpole or like structure shall be permitted on any lot.

4.13. Walls, Fences, Etc. No wall, hedge, mass planting or similar obstruction more than three feet in height shall be erected or permitted to remain on any lot between the street right-of-way line and the front line of any residence, and no fence of any type or height shall be erected or permitted on any Lot unless approved in writing by the Committee. No chain link fencing permitted.

4.14. Maintenance of Property. Each Lot Owner shall keep his Lot and all improvements thereon in good order and repair and free of debris including, but not limited to the seeding, watering, and mowing of all lawns, the pruning and cutting of all trees and shrubbery, all in a manner and with such frequency as is consistent with good property management. Vegetable gardens shall be allowed in rear yards only.

4.15. Window Air Conditioning Units. No portable air conditioning units shall be placed in any window of a dwelling so as to be visible from the street.

4.16. Completion of Construction. The exterior of all houses and other structures shall be completed within one year after construction of such houses

shall have commenced, except where such completion is impossible or would result in hardship to the Owner or building due to strikes, fires, national emergency or natural calamities. Houses may not be occupied until the exterior thereof shall have been completed. During construction, the Owner of any Lot shall require the contractor to maintain such Lot in a clean and uncluttered condition.

ARTICLE V

EASEMENT FOR UTILITIES

5.01. Reservation by Declarant. Declarant reserves unto itself, its successors and assigns, a perpetual easement and right of way on, over, along, and under the streets and roads of the Subdivision and over the easement areas designated on the Plat to install, maintain and use underground electric, cable television and telephone wires, cables, conduits, drainage ways, sewers, water mains and other equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, drainage or other public convenience or utilities as may be necessary or desirable to serve the Subdivision. These easements and rights expressly include the right to cut any trees, bushes or shrubbery or to take any other action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance.

ARTICLE VI

ENFORCEMENT

6.01. Enforcement. The Association or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions,

covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. If, in any litigation for the enforcement of these covenants, conditions and restrictions, the Declarant, the Association or any Owner bring suit prevails, such Owner shall be entitled to be reimbursed for reasonable attorney's fees incurred in seeking such enforcement. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

6.02. Invalidation. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

ARTICLE VII

TERM AND AMENDMENT

7.01. Terms. These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time they shall automatically be extended for an additional period of ten (10) years unless an instrument signed by a majority of the then owners of the Lots has been recorded, agreeing to change the covenants in whole or in part.

7.02. Amendment. These restrictions may be waived or modified by written agreement of a majority of the Lot Owners in the Subdivision.

DUNLOP FARMS ASSOCIATION, INC.