

DECLARATION OF COVENANTS, CONDITIONS AND RESERVATIONS

SECTION A, B, C and D JERDONE ISLAND

KNOW ALL MEN BY THESE PRESENTS: That Jerdone Island Association, Incorporated a Virginia Non-Stock Corporation (hereinafter called Jerdone Island Association, Inc. or JIAI) does hereby declare and make known that:

Section A Lots 1 through 38 inclusive, Jerdone Island, Louisa County, Virginia, as shown on the plat by Hart & Bell, Certified Land Surveyors, recorded in the Clerk's Office of the Circuit Court of Louisa County, Virginia, in Subdivision Plat Book 6, page 137;

Section B Lots 1 through 8 inclusive, 10 through 30 inclusive, 35 through 38 inclusive, 43 through 48 inclusive, Jerdone Island, Louisa County, Virginia, as shown on the plat by Hart & Bell, Certified Land Surveyors, recorded in the Clerk's Office of the Circuit Court of Louisa County, Virginia, in Subdivision Plat Book 7, page 74 and 75;

Section C Lots 52 through 87 inclusive, Jerdone Island, Louisa County, Virginia, as shown on the plat by Hart & Bell, Certified Land Surveyors, recorded in the Clerk's Office of the Circuit Court of Louisa County, Virginia, in Subdivision Plat Book 8, pages 314 and 315;

Section D Lots 88 and 89 inclusive Jerdone Island, Louisa County, Virginia, as shown on the plat by Hart & Bell, Certified Land Surveyors, recorded in the Clerk's Office of the Circuit court of Louisa County, Virginia, in Subdivision Plat Book 8, page 576:

are subject to the following Covenants, Conditions, Reservations, Easements, Rights of way and Restrictions. Which shall run with the land and be binding upon all persons, firms and corporations claiming under said Corporation.

ARTICLE I - LOT USE RESTRICTIONS AND RESERVATIONS

SECTION 1: No lot shall be used for any purpose other than residential, and no structure shall be erected upon any lot except a detached single family dwelling and not more than two (2) outbuildings, including a private garage. Whereas the owner may erect a garage first but must build and complete a house within three (3) years after building the garage, both of which must be of the same exterior finish as the main dwelling. No accessory building shall be more than one story high. Only one dwelling house shall be erected upon any lot, and no lot may be re-subdivided except with written approval of the Jerdone Island Association, Incorporated.

SECTION 2: No construction of building, fence, road, enclosure or other structure or alteration thereto shall commence until plans for such project shall have been submitted and approved in writing by the Architectural Review Committee (herein called Committee) appointed by the Jerdone Island Association, Inc. Such plans shall include plot plan of lot showing location of proposed project, working drawings and complete specifications and construction schedule. Plan shall show extent of area to be cleared of trees. In order that structures will be located with proper regard to topography and other aspects of the surrounding area, the Committee reserves the right to make the final decision on the exact location of any structure on any lot.

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SECTION 3: No dwelling house shall be erected of a ranch or one story type with total floor or living space of less than 1200 square feet, or 800 square feet on ground level for a two story house, or 1400 square feet for a tri-Level house (the lower level of which may be unfinished area, but included in the required square footage), exclusive of all basements, porches, breezeways, garages, unfinished utility rooms, tool rooms and storage space. No dwelling shall exceed 35 feet in height as measured from the lowest level. No cinderblock, stucco or asbestos shingles shall be permitted for the finished exterior of any structure. Construction of improvements must be performed in a workmanlike manner, and the exterior of all buildings shall be completed within nine (9) months after the start of construction.

SECTION 4: Any structure erected on any lot shall be set back at least sixty (60) feet from the front line, twenty five (25) feet from the rear lot line, and ten (10) feet from the side lot lines, except that the Committee may allow variances and adjustments in order to overcome practical difficulties and prevent unnecessary hardships in the application of the provisions contained herein. Upon written request the Committee is authorized to grant an owner written permission for variations from the provisions of Sections 1 through 19 of this Article I. A copy of such variations granted shall be filed with the Secretary of Jerdone Island Association, Inc.

SECTION 5: No signs of any nature shall be employed to the public view on any lot, except the following:

- 1) One (1) professional sign of not more than one (1) square foot.
- 2) One (1) sign of not more than two (2) square feet showing the owner's name and name of property.

SECTION 6: No fowl, swine, cattle, sheep goats, horses or other domestic or wild animals shall be maintained on any lot, except that dogs and cats of a quiet and inoffensive nature and kept solely as household pets shall be permitted.

SECTION 7: No mobile home, house or travel trailer, camper unit, tent or other temporary living quarters shall be placed, maintained or occupied on any lot, except that camping units may be permitted on lots while actually in use. Such camping units shall be removed from the premises when not occupied. No temporary structure shall be placed or erected on any lot, except that the Committee may grant permission for such temporary structure for storage of materials during actual construction.

SECTION 8: Every oil tank or other storage tank installed outside any building shall be buried beneath the surface of the ground. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground, screened or so placed and kept as not to be visible from any street at any time except during refuse collection.

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SECTION 9: Prior to the beginning of construction of any structure on any lots, and prior to the delivery of materials for such construction, entrance driveways meeting State Highway Department specifications shall be constructed to afford access to the lot, and all building material shall be stored on the lot and not on the street. Each lot owner shall be responsible for any damage to the streets and drainage ditches in the Subdivision caused by the contractor or any subcontractor engaged in the construction of the improvements for such owner if such damage results from activities directly related to the construction of such improvements.

SECTION 10: Each lot owner shall construct and maintain suitable and adequate parking space on his lot for parking his vehicles and vehicles of his guests, so that said vehicles when parked do not obstruct or interfere with, vehicular travel on any roads or streets within the Subdivision.

SECTION 11: No motor vehicle or sizable portion thereof which does not have a valid inspection sticker and license to permit its operation on the highway of the State shall be permitted to be parked on any street or on any lot within the Subdivision, except that said vehicle may be stored totally within a garage or carport. No truck larger than three-quarters (3/4) ton shall be parked overnight or longer on any street or lot in such a manner as to be visible from any street, road or Common Area, except those vehicles which are necessary during the period of actual construction.

SECTION 12: No noxious or offensive activities shall be conducted on any lot, nor shall anything be done on any lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood. Hunting with or discharging firearms within the Jerdone Island Subdivision project is prohibited.

SECTION 13: Every lot, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such a manner as to prevent its becoming unsightly in the opinion of the Committee by reason of unattractive growth on such lot or the accumulation of rubbish or debris thereon. In the event that such lot or improvement is not so maintained, Jerdone Island Association, Inc. shall have the right, through its agents or employees, to enter thereon for the purpose of maintenance, restoration and/or repair, the cost of which may be added to and become a part of the charge to which the lot may be subject as provided in Article II hereof.

SECTION 14: No improvement which has been partially or totally destroyed by fire or otherwise shall be permitted to remain in such a state for more than three (3) months from the time of such destruction.

SECTION 15: Jerdone Island Association, Incorporated hereby reserves for itself, its successors and assigns, a perpetual, alienable and reasonable easement sixty (60) feet from the front lot line, twenty five (25) feet from the rear lot line, and ten (10) feet from the side lot lines over, upon, across and under the perimeter of each lot, for drainage and for erection, maintenance, installation and use of electrical and telephone poles, wires, cables, conduits, sewers, water mains, gas or other public conveniences or utilities.

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SECTION 16: All parties receiving a conveyance of any portion of the real estate herein referred to shall receive title subject to the complete and unconditional right of Jerdone Island Association, Inc. to modify, amend, delete add to and / or remove any part or all of the restrictions in this Article I by recording an amended declaration at any time in the Clerk's Office of the Circuit Court of Louisa County, Virginia, but such action shall not be retroactive and such power shall be deemed transferred to Jerdone Island Association, Inc. absolutely upon Developer's disposition of all Sections of Jerdone Island. No restriction or covenant herein is intended to be used nor shall any restriction or covenant be used by any lot owner or Developer to discriminate against any person, whether a lot purchaser or prospective purchaser upon resale by a lot owner, upon basis of race, creed, color or national origin.

SECTION 17: These covenants are not to be construed as relating to or binding any property other than that described herein.

SECTION 18: Any owner of a lot in the Subdivision shall have the right to proceed at law or in any equity against any person, firm or corporation violating or attempting to violate any restriction herein contained for the purpose of preventing such violation or of recovering damages for such violation. In addition to the foregoing, Jerdone Island Association, Inc. shall have the right, but not the duty, wherever there shall have been built on any lot any structure which is in violation of these restrictions, to enter upon the property where such violation exists, and summarily abate or remove at the expense of the owner, if after thirty (30) days written notice of such violation it shall not have been corrected by the owner. Any entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation, restriction or condition contained in this Declaration of Covenants and Restrictions, however long continued, shall not be deemed a waiver of any right at law or in equity that any party may have for past or future violation of any covenant herein contained.

SECTION 19: The invalidation of any of the foregoing covenants and restrictions by any court shall in no way affect any other covenants and restrictions.