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BOOK 609 PAGE 0656

RETURNED
APR 07 1998
TO

WOODLAND, INC.

DEED OF DEDICATION AND RESTRICTIVE COVENANTS

FOR

MINE RUN SUBDIVISION, Section 1

THIS DEED OF DEDICATION made and entered into this 10 th day of March, 1998 by WOODLAND, INC., hereinafter referred to as "Owner",

WHEREAS, WOODLAND, INC. is the owner of a certain tract or parcel of land lying and situated in the Gordon Magisterial District of Orange County, Virginia, containing a total of 112.79 acres, more or less, and being partially described as Lots 1 through 11 on a plat of survey of Stearns L. Coleman, L.S., P.C., dated Sept. 1, 1997, attached hereto and incorporated herein; and

WHEREAS, Owner is desirous of subdividing the land into the aforesaid lots. To further its announced intention to hereinafter make deeds to the real estate or subdivision thereof, to refer to said plat and survey for the purpose of identifying the said real estate intended by said deeds to be granted and conveyed and for the mutual benefit of the present and future lot owners, and in consideration of Orange County, Virginia's approval of the development, the Owner does hereby dedicate said subdivision and sets forth the following terms and restrictions for the development of said subdivision, to-wit:

Restrictive Covenants

1. Lots shall be restricted to residential, agricultural, forestry and green space uses only. No confined livestock feeding operations, swine operations or commercial poultry operations shall be permitted. The Reserved Area of Lots 1 through 11 as shown on the aforesaid plat are reserved for agricultural, forestal and recreational uses only. The aforesaid land shall not be further subdivided or developed and each lot owner agrees that this reservation is binding upon the owner's heirs, successors and assigns. This reservation shall neither prohibit a lot owner from erecting fencing upon the lot nor a well and/or drainfield within the reserved area provided that such said well and/or drainfield services the unrestricted portion of the owner's lot. No lot herein dedicated shall be further subdivided; provided, however, that this restriction shall not prohibit boundary line adjustments between adjoining property owners.
2. Woodland, Inc. reserves the right to grant privileges, easements, rights-of-way, and franchises, over and upon Fieldstone Drive, and across all lots for the

✓ RONALD A. MARTIN, ESQ.
P.O. BOX 279
MECHANICSVILLE, VA 23111

3. construction, maintenance and repair of utilities, in accordance with easement lines shown upon the plat of dedication.
4. No single-wide or mobile homes shall be constructed or maintained on any lot at any time. Any home constructed or placed on any lots shall have the following minimum area:
 - a) One Story Single Family Residence - a minimum area of 1,000 square feet of finished living space (excluding basements and/or garages).
 - b) Two Story Single Family Residence - a minimum of 800 square feet of finished living space (excluding basements and/or garages) on the first floor, and 450 square feet of finished living space on the second floor
 - c) Only single family residences may be erected and no duplex, townhouse or apartment buildings shall be allowed; provided, however, that outbuildings may include a small apartment of second floor living space.
5. No unlawful, loud, noxious or offensive activity shall be undertaken upon any lot. No lot owner shall undertake any activity which is, or may become an annoyance or nuisance. All buildings, fencing, shrubs, trees, yards and pastures shall be maintained in such a manner as to prevent their becoming unsightly by reason of disrepair of structures, disrepair of personal property or the accumulation of rubbish or debris. No building material shall be stored on any of the said lots for a period greater than four (4) months prior to the starting of construction on such lot. No vehicle of any kind shall be located in the subdivision unless it displays a current license plate and inspection sticker.
6. No lot owner nor any combination of lot owners shall dedicate any part of his lot(s) as a public street nor shall any lot or lots be used as a roadway for access to any property lying outside the boundaries of the subdivision without the prior written consent of Woodland, Inc.

Private Roads

7. The 50' right of way shown on the said plat shall be for the construction and maintenance of a private roadway (Fieldstone Drive) for use by Lots 1 through 11 and is not hereby dedicated to public use. Each of Lots 1 through 11 shall front upon Fieldstone Drive and each lot shall use Fieldstone Drive as a sole access to the lot. Woodland, Inc. shall maintain the roadway until four (4) of the aforesaid lots have been sold. Thereafter, maintenance shall be the responsibility of the lot owners. Each lot owner of Lots 1 through 11 obligates himself and his successors in title to pay an annual fee for road maintenance. Said payments shall begin with the formal organization of a lot owners' association and the amount of such payment may be increased by action of the association in accordance with the

Virginia Property Owners' Association Act or, in absence thereof, by the action of the lot owners' association duly taken in accordance with its charter and by-laws.

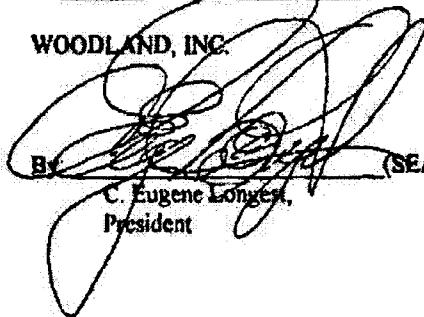
8. Said roadways shall be maintained by Owner initially, and pursuant to Paragraph 6, by lot owners so as to be "all weather" roadways, passable by two-wheel drive vehicles in all reasonably anticipated weather conditions. Nothing herein shall require the lot owners to upgrade the ditching and/or surface of the road without the unanimous consent of all lot owners.
9. Neither the County of Orange nor the Commonwealth of Virginia shall be responsible for maintenance of the private roads.

MISCELLANEOUS

10. These covenants shall be binding on all of the owners of Lots 1 through 11 at MINE RUN Subdivision, Section 1, (their heirs, successors and assigns and shall accrue to the benefit of the lot owners. The foregoing restrictions shall remain in full force and effect for a period of twenty (20) years from the date of this Deed of Dedication, and unless altered, modified or abolished by a recorded writing executed by the owners of two-thirds of the lots herein dedicated. They shall be automatically renewed for five year terms each five years thereafter, provided, however, that there shall be no alteration, modification or abolishment of Paragraphs 1, 6, 7 or 8 of this Deed of Dedication without the written approval of the County of Orange, Virginia.

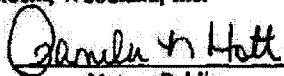
WITNESS the following signature and seal this 10 th day of March, 1998.

WOODLAND, INC.

By  (SEAL)
C. Eugene Longest,
President

STATE OF VIRGINIA
COUNTY OF HANOVER, to-wit:

The foregoing instrument was subscribed and sworn before me this 10 day of March, 1998, C. Eugene Longest, President, Woodland, Inc.

 (SEAL)
Notary Public

My commission expires March 31 2000

INSTRUMENT #980001892
RECORDED IN THE CLERK'S OFFICE OF
ORANGE ON
MARCH 26, 1998 AT 11:25AM
LINDA S. TIMMONS, CLERK

BY:  (DC)