

**DECLARATION OF PROTECTIVE COVENANTS,  
RESTRICTIONS AND CONDITIONS  
FOR PROPERTY KNOWN AS  
VAUGHAN'S CREEK ESTATES EAST AND WEST**

THIS DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND CONDITIONS is made this 1 day of October, 2005, by CLIFFORD E. SMITH II and VICKIE J. SMITH, hereinafter referred to as "Developer," whose address is 2301 Popkins Lane, Alexandria, VA 22306.

**WITNESSETH:**

WHEREAS, Developer owns certain real property located in Montross Magisterial District, Westmoreland County, Virginia, having acquired the property by a deed dated September 14, 2005, recorded in the County Circuit Court Clerk's Office in Deed Book 697 at Page 523; and

WHEREAS, the property consists of six lots as more particularly shown on subdivision plats of survey made by D & M Surveyors, dated March 20, 2005, and recorded in Deed Book 691 at Pages 488 and 489 and Deed Book 691 at Pages 490 and 491, on which plats the lots are designated, respectively, as Vaughan's Creek West and Vaughan's Creek East; and


WHEREAS, Developer intends to sell the lots as residential building sites and hereby imposes upon the lots the following protective covenants, restrictions, and conditions (the "Covenants"), which shall run with the land and be binding upon Developer, its successors and assigns, and upon all owners of the lots in the development, except as may otherwise be provided herein.

1. Residential Purposes and Minimum Dwelling Size. The lots are for residential purposes only. Each main dwelling shall contain no less than 2,600 square feet of heated living space, exclusive of basements, garages, breezeways, porches, and patios. Any dwelling with more than one story shall contain at least 1600 square feet of heated living space on the first floor. Roof pitch will be no less than 6/12 for the main dwelling (exclusive of porches, breezeways, or secondary structures). Roof material, exterior trim, and window size and any accessory buildings or outbuildings shall be consistent with or complementary to the architecture of the dwelling.
2. Completion. The exterior of all residences and other permanent structure in the development shall be completed within twelve (12) months after the commencement of construction except where such completions are impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities. No exterior block construction shall be visible upon completion of construction.

3. Trailers/Temporary Structures. No house trailers or single or double-wide mobile homes are permitted. Boat and other trailers may be stored as outlined in Paragraph 11 below. Temporary structures may be used for the storage of materials for the convenience of workmen during the erection of a residence or other permanent structures upon such parcel. No temporary structures for the storage of material or convenience of workmen shall be used on any parcel at any time as a residence either temporarily or permanently. A camper trailer will be allowed for a thirty day period prior to construction and during construction (one year) for those owners acting as their own contractor. The camper must be in a good state of repair.
4. Garages, Barns, Other Outbuildings, and Fencing. Garages, barns, other outbuildings, and fencing shall be aesthetically pleasing and appropriate considering the size of the lot and the architecture of the residence.
5. Setbacks. No residence or other permanent structure shall be located closer than 15 feet from any side lot line.
6. Home or Professional Occupations. Commercial activity is prohibited except for home occupations. The professional practice of medicine, law, or of any purely consultative profession, other than veterinarian medicine, is permitted provided such practice is conducted within the primary residence. Other home occupations that do not produce excessive traffic or noise are acceptable. Any such exceptions granted herein, however, are further governed by Westmoreland County Zoning Regulations and by local, state, and federal licensing provisions and requirements as may be applicable.
7. Entrances. All driveway entrances shall be constructed with a sufficient culvert size and shall conform to all standards of the Virginia Department of Transportation and Westmoreland County.
8. Subdivision. Lots shall not be further subdivided.
9. Sewage Disposal. No residence on any parcel in the development may be occupied unless and until a sewage disposal system has been designed, located, constructed, and maintained in accordance with the requirements, standards, and recommendations of the appropriate public health authority.
10. Livestock and Other Animals. No animals other than dogs, cats, and other household pets may be kept or maintained on any lot, except no more than 2 horses may be permitted on Lot 1 West. The keeping of such animals shall be further subject to such local ordinances or governmental regulations as may apply.

11. Appearance, Debris, and Vehicles. All parcels shall be maintained in a neat and orderly manner. No unsightly and/or odoriferous debris, rubbish, trash, or materials of any kind, or any other condition that may constitute a nuisance, shall be allowed. Open field areas, not in agriculture or pasture, shall be bush-hogged or mowed at least twice a year by June 1 and October 1. No junk or unlicensed vehicles shall be stored on any parcel. Camping vehicles, horse trailers, boats and boat trailers, farm and garden implements, and similar equipment and chattels may be stored on a parcel provided they are screened from view as much as is reasonably possible. No part of any parcel or improvement thereon shall be used or maintained for any purpose or in any manner which would be injurious or noxious to the residential neighborhood.
12. Maintenance of Buildings, Other Structures, and Grounds. Lot owners shall maintain their buildings, other structures, and grounds in a suitable state of repair so as to promote the beauty of the specific neighborhood and of the Development as a whole. In the event of destruction by fire or other casualty, the premises shall be cleared and debris shall be removed within ninety (90) days from the date of such casualty.
13. Utilities. Utilities serving each lot shall be installed and maintained underground by the owner of each lot unless such installation is not reasonably possible or permitted.
14. Roads. All owners in the development shall be entitled to the use and enjoyment of Vaughan's Creek Road. Developer shall be responsible for the initial construction of an all weather road; however, Developer assumes no responsibility to upgrade the road to state specifications or for acceptance into the state highway system. After the initial construction, the lot owners assume the responsibility to maintain the road on an equitable basis.
15. Easements. Utility, drainage, and other easements and rights of way as shown on the Subdivision Plats and such others necessary in the construction of the all weather road are reserved by the Developer, and Developer, for itself, its successors and assigns reserve the right to grant such easements to any person, entity, or governmental agency.
16. Enforcement of Covenants. In the event of a violation or breach of any of the Covenants set forth in this Declaration, the lot owners, or any of them jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms and conditions hereof and to prevent the violation or breach of such Covenants. The failure of any party so entitled to enforce any Covenant contained in this Declaration, however long such failure continues, shall not be deemed a waiver of the right to do so hereafter as to the same breach or as to a breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any Covenant contained in this Declaration shall in no way affect any of the other Covenants, which shall remain in full force and effect.

- 17. Owners Association. A majority of the owners of lots may, at their option, form an owners association. If formed, every person or entity who owns an interest (other than a security interest) shall be a member of the association. When more than one person holds an interest in any lot, all such persons shall be members, but in no event shall more than one vote be cast with respect to any one lot.
- 18. Term and Modification of Covenants. The Covenants shall run with the land and shall be binding upon all lot owners, their successors and assigns, for a period of ten (10) years after which time the Covenants will automatically renew for successive ten (10) year periods, unless during any successive term a two-thirds (2/3) majority of the then property owners change or terminate, in whole or in part, these Covenants by signing and recording in a lawful manner in the County Clerk's Office an instrument to such effect; provided further that in the event any Covenant set forth herein is invalidated by any court, a two-thirds (2/3) majority of the then property owners at any time thereafter may, by signing and recording an appropriate instrument, replace such Restriction governing the subject matter of the invalidated Covenant. A lot owned by multiple owners is entitled to one (1) vote and Developer is entitled to one (1) vote for each lot owned by it for any instances where voting is required or permitted under these Covenants.

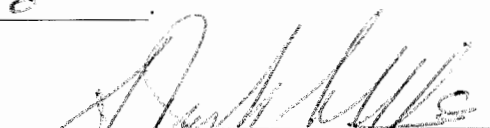
  
 \_\_\_\_\_ (SEAL)  
**Clifford E. Smith II**

  
 \_\_\_\_\_ (SEAL)  
**Vickie J. Smith**

COMMONWEALTH OF VIRGINIA  
 COUNTY/CITY OF NORTHUMBERLAND

The foregoing instrument dated October 8<sup>TH</sup>, 2005, has been acknowledged before me by **Clifford E. Smith II** and **Vickie J. Smith**.

My Commission expires: 4/30/06

  
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 NOTARY PUBLIC

VIRGINIA: In the Clerk's Office of the Circuit Court of  
 Westmoreland County Oct 26 2005  
 The foregoing instrument, (with plat attached) was  
 this day presented; and with certificate(s) annexed,  
 admitted to record at \$ 3.44, after payment of \$ \_\_\_\_\_  
 State Tax \$ \_\_\_\_\_ Local Tax and \$ \_\_\_\_\_ tax imposed by  
 Sec. 58.54.1  
 Teste: Dwayne J. Anthony Clerk