

PROTECTIVE AND RESTRICTIVE COVENANTS
FOR
SPICER MILL FARM SUBDIVISION
(Amended through June 30, 1994)

1. No shop, store, trailer, mobile home (as defined by the Orange County Zoning Ordinance), manufactured home (as defined by Section 36-85.16, Code of Virginia, 1950, as amended from time to time), temporary living structure, factory, hospital, asylum, institution, tourist home, school or business house of any kind shall be erected, permitted or maintained on said property, and said property shall be used solely for residential purposes. This clause shall not, however, except as specified, restrict the use of residences for purposes not objectionable in a residential district nor prohibit the use of said property for professional purposes.
2. No further subdivision of any of the lots in said subdivision shall be permitted.
3. Only one home for residential purposes to be occupied by single family members with suitable dependent buildings may be constructed on any one lot of land, or portion thereof, in said subdivision. Separate dependent buildings of each home shall not be used for residential occupancy by anyone including family members. For this purpose, the following definitions shall apply:
 - (1) "residential occupancy" shall not include temporary use of such buildings for guest purposes not exceeding one month in duration in any twelve (12) month period."
 - (2) "single family" shall mean deeded lot owners, lessees of deeded lot owners and their dependent relatives.
 - (3) "dependent buildings" shall mean separate and detached garages or storage sheds as they exist on the date of this instrument or hereafter approved for construction by the Board of Directors as provided in paragraph 7."
4. No signboards or advertising posters are to be permitted except signs or notices which may offer the property for rent or for sale.
5. Buildings proposed and approved for future erection shall be so placed that no portion of the building or buildings is closer than ten (10) feet from the side or rear lot boundary, provided, however, that this provision shall not apply to the dividing boundary line between two adjacent lots where a single residence is constructed on said lots.
6. None of the lots or any part thereof in said subdivision shall be used for a roadway as access to any property lying outside of the boundaries of the subdivision unless the SPICER MILL FARM PROPERTY OWNERS ASSOCIATION, by majority vote of its Board of Directors, shall have first given its consent in writing.

7. No residence or dependent buildings of any kind may be erected, and no alteration or modification to the exterior of residences or dependent buildings may be made until the SPICER MILL FARM PROPERTY OWNERS ASSOCIATION, through a majority vote of the Board of Directors of the Association, approve the exterior design and site location of the same. The procedure for submitting plans for approval shall be as follows:

(a) Plans are to be submitted by Certified Mail to the President or Secretary of the SPICER MILL FARM PROPERTY OWNERS ASSOCIATION. The directors, by majority vote, may approve or disapprove such plans in writing within thirty (30) days of receipt by the President or Secretary of the Association, by notice to that effect sent by Certified Mail to the applicant. If said plans are not disapproved within said thirty (30) day period, the said plans shall be conclusively presumed to have been approved.

(b) If no legal action with respect to the breach of this covenant shall have been commenced or no notice of lis pendens shall have been filed in the Clerks Office of Orange County within sixty (60) days after the completion of any residence, dependent buildings or alterations or additions thereto, it shall be conclusively presumed that there has been full compliance with this provision. For the purposes hereof, "completion" shall mean the beginning date of the occupancy of such residence, dependent buildings or alterations or additions thereto.

8. The SPICER MILL FARM PROPERTY OWNERS ASSOCIATION reserves the right to convey or assign any rights or powers which it may have with respect to the above covenants and any such assignee shall have the same rights and powers with respect to the same as the Association now has.

9. The protective and restrictive covenants herein provided shall be in full force and effect until July 1, 2004, at which time said covenants shall automatically be extended for successive periods of ten (10) years unless by vote of two-thirds of the then owners of the lots it is agreed to change said covenants in whole or in part.

10. It is understood and agreed by all parties to this agreement that the zoning ordinances and subdivision ordinances of the County or Orange (and of the Town of Orange or other political subdivision which may hereafter annex the subdivision) are applicable to such subdivision and that the protective and restrictive covenants contained herein are supplemental to such ordinances.