

**CUCKOO'S NEST
DECLARATION OF PROTECTIVE RESTRICTIONS AND COVENANTS
(Book 0815, Pages 0919 through 0928)**

THIS DECLARATION OF PROTECTIVE RESTRICTIONS AND COVENANTS, made this 15th day of May 2003, by and between:

LAKE ANNA LAND CORP., a Virginia Corporation, **BEAR INVESTMENT COMPANY, L.P.**, a Virginia Limited Partnership, and **CARE ENTERPRISES**, a Virginia Partnership, to be indexed as Grantors and Grantees, and herein referred to severally and/or collectively, as may be appropriate to the context, as "Declarant".

WHEREAS, the Declarant developed certain real property located in Cuckoo District, Louisa County, Virginia, and known as Cuckoo's Nest Subdivision ("Cuckoo's Nest"); and

WHEREAS, the Declarant has been requested by some lot owners within Cuckoo's Nest to place protective restrictions and covenants upon those lots now owned by the Declarant and the Declarant is willing to do so; and

WHEREAS, the lots now owned by the Declarant within Cuckoo's Nest, as more particularly identified on the plats of subdivision duly recorded in the Clerk's Office of the Circuit Court of Louisa County are as follows:

Lot Numbers: 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95A, 95B, 96, 97, 98, 99, 100, 101, 102, 103, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 124, 125, and 126;

NOW THEREFORE, WITNESSETH: THAT THE Declarant hereby declares that all of Declarant's Lots shall be held, conveyed, leased, used, encumbered, occupied and improved subject to the following restrictions and covenants (herein "Covenants"), all of which are agreed to be in furtherance of a plan for the improvement of the Declarant's Lots and of any other lots whose owners may voluntarily elect to have their lots so burdened and benefited by written instrument duly admitted to record in the aforesaid Clerk's Office. These Covenants are established for the purpose of enhancing and protecting the value, desirability and attractiveness of Declarant's Lots and of any other lots which may, from time to time, be burdened and benefited by these Covenants.

1. LAND USE: Any lot affected by these covenants shall be used by the owners thereof as a single-family residence. No lot or improvement thereon shall be used for any commercial purpose except as may be permitted by the Zoning and Land Use Ordinances of Louisa County,

Virginia.

2. SUBDIVISION OF LOTS: Further subdivision of lots located within Cuckoo's Nest is prohibited. Nothing herein shall preclude the owner of two or more adjoining lots from merging same into a larger lot provided, however, that the dues owned to the Association shall remain unchanged as if a merger had not occurred unless the Association duly adopts a resolution permitting the merged lot to be treated as a single lot for purposes of dues. In addition, nothing herein shall preclude the Declarant from reconfiguring any lot owned by the Declarant.

3. CONSTRUCTION MATERIALS: All structures erected on any lot shall be primarily constructed of new materials.

4. TEMPORARY STRUCTURES: No mobile homes, travel trailers, motor homes, tents or temporary living quarters, including basements of homes being constructed, shall be occupied on any lot, except that travel trailers or motor homes may be occupied for not more than one week while occupant is visiting a permanent resident owner, provided such occupation does not otherwise conflict with the Ordinances of Louisa County.

5. COMMERCIAL EQUIPMENT/VEHICLES: No heavy equipment or vehicle used in industrial or commercial activities shall be parked or stored on a regular basis on any lot unless said equipment or vehicle is stored within a closed garage, except that pick-up trucks and vans used by residents for commercial purposes may be parked on lots where a conforming residence has been constructed.

6. LOT APPEARANCE: Lots shall be kept free of garbage, junk, tires, and other unsightly debris. The general contractor for any construction project shall provide sufficient trash receptacles at the project site to keep the site free of debris. Any vehicle which is untagged or which has expired tags shall not be stored on any lot unless said vehicle is stored within a closed garage.

7. ANIMALS: No poultry, fowl, hogs, cattle or other livestock shall be permitted on any lot. Domesticated household pets are permitted. Animal Kennels, as defined by the Louisa County Ordinance, are not permitted.

8. LOT CLEARING: Lots may not be "clear-cut". Trees may be cleared as necessary for the construction of a residence and any accessory buildings. Additional trees may be cleared for a garden area, lawn or additional landscaping. Removal of dead trees and selective tree removal is permitted.

9. RESIDENTIAL STRUCTURES: Only single-family residences are permitted on any lot. Minimum residence square footage shall be 1700 sq. ft. for waterfront lots and 1200 sq. ft. for access lots. Calculated square footage is based on the heated living area and does not include basements. Minimum roof pitch shall be 5/12 for one story and 4/12 for two story residences.

10. ANTENNAE: No antennae shall be permitted on any lot which interferes with local television reception.

11. ENFORCEMENT: (A) In the event of a violation or breach of any of these Covenants, the owners of lots burdened and benefited by these Covenants or any of them jointly or severally, and/or the Declarant, and/or the Association, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of such terms in any event. In addition, the Declarant and/or the Association shall have the right, whenever there shall have been built, placed or stored on any lot any structure or object(s) which is in violation of these restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the lot owner, if, after thirty (30) days written notice of such violation, the same has not been corrected by the owner, Said notice shall be deemed to have been given when mailed by certified mail to the owner(s) last address known to the Declarant or to the Association, whichever is applicable. Any such entry and abatement or removal shall not be deemed to be a trespass. Expenses incurred hereunder shall be deemed to be immediately reimbursable to the Declarant or the Association (whichever is applicable) and the same, if not promptly paid, shall be deemed a delinquent lot assessment. Nothing herein, however, shall be construed as imposing an affirmative obligation on either the Declarant or the Association to enforce these Covenants.

(B) The failure to inform or exercise any right, restriction, reservation or condition contained in this Declaration, however long continued, shall not be deemed to be a waiver of the right to do so thereafter, and shall not bar or affect its enforcement. Further, nothing herein is to be construed so as to prevent the Declarant from placing further restrictions or easements on any of Declarant's unsold lots.

(C) The Grantee of any lot subject to the coverage of this Declaration, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from Declarant or any subsequent owner of such lot, shall for himself and his successors or assigns, accept such

deed or contract upon and shall be subject to each and all of these restrictions and the agreements herein contained.

12. SEVERABILITY: Every one of the covenants is hereby declared to be independent of and severable from the rest of the covenants and of and from every other one of the covenants and of and from every combination of the covenants. Therefore, if any of the covenants shall be held to be invalid or to be unenforceable or to lack the quality of running with the land, that holding shall be without effect on the validity, enforceability or "running" quality of any other one of the covenants.

13. TERM AND AMENDMENTS BY LOT OWNERS: The Covenants shall run with the land and shall be binding on all parties and all persons claiming under or through them for a period of twenty-five (25) years from the date hereof, after which these Covenants shall be automatically extended for successive periods of ten (10) years; provided, however, that these Covenants may be amended in whole or in part at any time by an instrument signed and acknowledged before a notary public, and recorded in the Clerk's Office of the Circuit Court of Louis County, Virginia, by the then owners of two-thirds (2/3) of all of the lots burdened and benefited by these Covenants, which two-thirds (2/3) count shall include all lots then owned by the Declarant, provided, however, not right, privilege or reservation in favor of the Declarant, may be changed without the written consent of the Declarant.

14. AMENDMENT BY DECLARANT: Notwithstanding anything in these Covenants to the contrary, the Declarant, for so long as the Declarant owns any of the lots within Cuckoo's Nest, further reserves the right to grant, by appropriate written instrument, exceptions to the Covenants herein contained when the soils, size, shape or topography of any particular lot indicates the need thereof. Declarant further reserves the right to amend in any manner these Covenants as to any lots owned of record by Declarant at the time of the amendment, which amendment, in the Declarant's discretion, is desirable to further protect the value, desirability and attractiveness of Cuckoo's Nest.

15. ORDINANCES: All covenants, restrictions, and permitted uses hereunder are subject to such further more restrictive lawful limitations as may be imposed by Louisa County Ordinance.

16. PURCHASERS' ACCEPTANCE: The Purchases of any lot burdened and benefited by these Covenants agrees to keep, observe, comply with and perform all covenants contained in this Declaration. This acceptance

applies to the purchases, his heirs, personal representatives, successors and assigns.

17. CAPTIONS: The captions preceding the various paragraphs and subparagraphs of these Covenants are for convenience of reference only and none of them shall be used as an aid to the construction of any provision of the Covenants. Wherever and whenever applicable, the singular form of any word shall be taken to meet, or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

18. MISCELLANEOUS: The Declarant believes, at the time this instrument is prepared, that the Declarant in fact owns all of the numbered lots described in the recitals as "Declarant's Lots"> If, however, any lot included within the listing of numbered lots has been sold by contract or has been conveyed by a deed from the Declarant to a third party prior to the date that these Covenants are admitted to record in the Clerk's Office of the Circuit Court of Louisa County, then this instrument shall not be construed as establishing protective restrictions and covenants with respect to any such lot. BEAR Investment Company, a General Partnership, was converted to a Limited Partnership named BEAR Investment Company, L.P., and pursuant to Section 50-37.1 of the Code of Virginia, as of December 28, 1994, title to any real estate or interest therein vested in the General Partnership, BEAR Investment Company, shall be deemed to be transferred to and vested in the Limited Partnership without further act of deed and without reversion or impairment, all as is shown in the Certificate of Cancellation of Certificate of General Partnership of BEAR Investment Company recorded in the aforesaid Clerk's Office in Deed Book 480 at page 559 and in the Clerk's Office of the Circuit Court of Spotsylvania County in Deed Book 1274 at page 210.

BEAR Investment Company, L.P., a Virginia Limited Partnership, joins with Lake Anna Land Corp. and CARE Enterprises, in making this Declaration, inasmuch as the said Lake Anna Land Corp. holds an option to purchase certain lots from CARE Enterprises to whom BEAR Investment Company, L.P., has assigned all of its right, title and interest in said land, however, the said land has not or may not have been deeded to CARE Enterprises or to Lake Anna Land Corp., and all of said parties named as Declarant herein join in this Declaration for the purposes herein stated.

IN WITNESS WHEREOF, each of the parties has caused this Declaration to be executed, acknowledged and delivered by on its behalf, and each witness has affixed their signatures and seals on the day and year first above written.

ATTEST:
c. Douglas Whitlock,
Secretary

LAKE ANNA LAND CORP

.BY: Robert A. Whitlock, President (SEAL)

BEAR INVESTMENT COMPANY, L.P.

BY: Robert A. Whitlock, General Partner (SEAL)

W.W.WHITLOCK AGENCY, INC.

BY: Eleanor Bickley, Secretary, General Partner (SEAL)

CARE ENTERPRISES

BY: Robert A. Whitlock, General Partner (SEAL)

W.W. WHITLOCK AGENCY, INC.

BY: Eleanor Bickley, Secretary, General Partner (SEAL)

STATE OF VIRGINIA:

COUNTY OF LOUISA: to-wit:

This day, after producing satisfactory evidence of being of age of majority, competent, and of being parties who executed the foregoing Deed, it was acknowledged before me, _____, a Notary Public in and for the jurisdiction aforesaid, by Robert A. Whitlock and C. Douglas Whitlock, President and Secretary, respectively, of Lake Anna Land Corp., and Eleanor Bickley, Secretary of W.W. Whitlock Agency, Inc. and Robert A. Whitlock as General Partners of BEAR Investment Company, L.P. and of CARE Enterprises.

Given under my hand this _____ 3rd _____ day of _____ October _____, 2003.

My Commission expires: 10/31/04

Notary Public
**CUCKOO'S NEST
DECLARATION OF PROTECTIVE RESTRICTIONS AND COVENANTS
(Book 0815, Pages 0919 through 0928**

Recorded DB 983, page 110
2-16-06

COPY

CUCKOO'S NEST

**AMENDED DECLARATION OF PROTECTIVE
RESTRICTIONS AND COVENANTS**

THIS AMENDED DECLARATION OF PROTECTIVE RESTRICTIONS
AND COVENANTS, made this 15th day of February, 2006, by and between:

LAKE ANNA LAND CORP., a Virginia Corporation, to be indexed as
Grantor, and herein referred to as "Declarant".

WHEREAS, Declarant is the owner of certain real property fronting on Elnor
Road in Cuckoo District, Louisa County, Virginia, as said property has been
subdivided as shown on plat of survey dated August 9, 2005, by C & D Consultants,
Surveyors, entitled "Cuckoo's Nest, Section III" (hereinafter sometimes referred to as
"Cuckoo's Nest"), which plat is of record in the Clerk's Office of the Circuit Court of
Louisa County, Virginia in Plat Book 8 at pages 2118, 2119 and 2120; and

WHEREAS, Declarant recorded in said Clerk's Office in Deed Book 815 at
page 919, a Declaration of Protective Restrictions and Covenants affecting certain lots
within other sections of Cuckoo's Nest, and paragraph 14 of said Declaration
empowers Declarant to establish and Declarant does hereby establish this Amended
Declaration of Protective Restrictions and Covenants; and

WHEREAS, Declarant desires to amend the Declaration of Protective
Restrictions and Covenants of record in Deed Book 815 at page 919 by adding the real
property shown on the plat of survey dated August 9, 2005, by C & D Consultants,

*22.00 Cont. Warrant, L.H.C.
2-21-06 - Anytime Recording*

L. JEFFERSON GARNETT
ATTORNEY AT LAW
124 N. MAIN STREET
140 COURTHOUSE SQUARE
LOUISA, VIRGINIA 22093

Surveyors, entitled "Cuckoo's Nest, Section III" recorded in said Clerk's Office in Plat Book 8 at pages 2118, 2119 and 2120.

NOW THEREFORE, WITNESSETH: that Declarant hereby declares that all of Declarant's lots within Cuckoo's Nest, Section III, shall be held, conveyed, leased, used, encumbered, occupied and improved subject to all of the provisions set forth in paragraphs 1 through 18, inclusive, of the Declaration of Protective Restrictions and Covenants of record in Deed Book 815 at page 919 as if the same were set out herein verbatim.

In addition, Declarant hereby provides as follows:

A. Subdivision Roads: All roads or roadways within Cuckoo's Nest, Section III, shall be public roads to be included in the Virginia Department of Transportation (VDOT) Secondary Highway System for ownership and maintenance. Declarant shall be responsible for construction of said roads or roadways in accordance with the Subdivision Street requirements of VDOT and shall take such actions as are necessary to insure that said roadways are accepted into the VDOT System as subdivision streets for ownership and maintenance, including but not limited to the posting of any necessary bonds, letters of credit, or the like, with the County of Louisa of the Commonwealth of Virginia.

Upon the completion of the roads to VDOT specification, the maintenance and repair of said roads shall be the responsibility of Declarant until such time as the roads have been officially accepted into the VDOT System. Any lot owner (including but not limited to the lot owner, general contractors, subcontractors

or material suppliers for whom the owner shall hereby be responsible) who damages a roadway or the shoulder thereof directly or indirectly resulting from constructing improvements on a lot, or otherwise damages a roadway or the shoulder thereof, shall be fully liable to Declarant for the expense of repairing any such damage.

B. Utility and Drainage Easements: Declarant hereby establishes easements for utilities and drainage as set forth on the plat of subdivision, as follows: "15' utility and drainage easement reserved along all lot lines fronting a right of way. 5' utility and drainage easement reserved along both sides of side lot lines, except where drainfields would be affected." In addition, Declarant hereby reserves the right to grant such further easements to Verizon and Rappahannock Electric Cooperative for the purpose of providing utility services to the lots within Section III of Cuckoo's Nest without the necessity of any lot owner having to join in the grant of such easements, provided the same is located within the area of land established for utility easements as described on the plat of subdivision or as may be located within the roads shown on said plat. Without limiting the foregoing, all other drainage easements shown on the plat of subdivision are also hereby established.

IN WITNESS WHEREOF, Lake Anna Land Corp. has caused this Amended Declaration to be executed, acknowledged and delivered by or on its behalf on the day and year first above written.

LAKE ANNA LAND CORP.

BY: _____ (SEAL)
Robert A. Whitlock, President

ATTEST:

C. Douglas Whitlock, Secretary

STATE OF VIRGINIA:

COUNTY OF LOUISA; to-wit:

This day, after producing satisfactory evidence of being of age of majority, competent, and of being parties who executed the foregoing Deed, it was acknowledged before me, _____, a Notary Public in and for the jurisdiction aforesaid, by Lake Anna Land Corp., a Virginia corporation, by Robert A. Whitlock, its President, and by C. Douglas Whitlock, its Secretary

Given under my hand this _____ day of _____, 2006.

My Commission expires:

Notary Public