

John J. Ames, atty. #1  
P.O. Box 521  
Richmond, VA 23113

MOK 224 PACE 608

DECLARATION

THIS DECLARATION, made this 23rd day of February, 1981, by  
READ F. GOODE and JAMES P. MAGUIRE, hereinafter called  
"Declarants",

W I T N E S S E T H :

Read F. Goode and James P. Maguire hereby declare that the real  
property described on Attachment A, attached hereto and by this  
reference made a part hereof, hereinafter called the "Property", is  
and shall be held, transferred, sold, conveyed, given, donated,  
leased, occupied and used subject to the following covenants,  
restrictions, conditions, easements and affir-  
mative obligations, hereinafter set forth.

COVENANTS, RESTRICTIONS, CONDITIONS,  
EASEMENTS AND AFFIRMATIVE OBLIGATIONS

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1. No structures shall be permitted on any lot in the  
Property except the following: (Lot used herein is defined as one  
acre of property.)
  - A. No more than (1) single family dwelling not to  
exceed three (3) stories in height.
  - B. No more than one (1) private garage or carport for no  
more than two (2) cars.
  - C. No more than one garden house, stable, boathouse and  
barn or similar outbuilding which shall not be used for  
human habitation and which shall not exceed five hundred  
(500) square feet in size each.

2. No lot shall be resubdivided such that any lot contains less than an acre, and no lot shall be used for any purpose which shall not be permitted under the present Lancaster County zoning classification for the Property. Declarants, however, hereby expressly reserve unto themselves, their successors or assigns the right to replat any lot or lots located within the Property prior to the delivery of a deed to said lot or lots in order to create a modified lot or lots. Any replatting or modification of a lot or lots shall be undertaken only after all required governmental approvals have been obtained.

3. No lot shall be used in any manner to create a nuisance or health hazard; nor shall any type of business, trade, or profession be conducted on any lot that entails the traffic of customers, patients, clients, or patrons.

4. No single family dwelling shall be permitted on any lot which shall contain less than one thousand five hundred (1,500) square feet of living area, exclusive of garages, carports, breezeways, patios, and porches. Provided, further, the ground floor area of any single family dwelling of more than one (1) story shall contain a ground floor area of at least seven hundred fifty (750) square feet, exclusive of garages, carports, breezeways, patios and porches.

5. The exterior of any dwelling or any other structure erected or placed on any lot shall be completed within eighteen (18) months after construction shall have commenced, except where such completion is rendered impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergencies, or natural calamities.

6. Within one (1) month after completion of a dwelling or any other structure on a lot, debris and waste material shall be removed. Within one (1) year after the completion of a dwelling on a lot, the lot shall be landscaped in a workmanlike manner, including, without limitation, the seeding or covering with pine needles or any commonly used ground cover of all bare earth.

7J No fence shall be erected or permitted on any lot which is

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8. No trailer, mobile home, basement of a partially com-  
pleted dwelling, tent, shack, garage, barn, shed, or other simi-  
lar outbuilding or structure on any lot shall be used at any time  
• as a residence, temporarily or permanently, nor shall any struc-  
i ture of a temporary character be moved onto any lot at any time.

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This paragraph, however, shall not be construed in such a manner  
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as to prevent the following:

The use of tent for camping on any lot for no more than  
an average of thirty (30) days in any

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B. The parking upon any lot of a trailer in use by an independent contractor in the course of erecting improvements on any lot.

C. The storage upon any lot of a recreational vehicle, camper trailer, or boat, but only within an area such that they are not generally visible from adjacent properties.

9. No part of any lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. Grass and weeds shall be kept cut by the owner in such a manner as to prevent the development of an unsightly or unkept condition on any lot.

10. No animals, poultry, or livestock of any kind shall be raised, bred, or kept on any lot, except those household pets, such as dogs, cats and other domesticated animals including horses and ponies for pleasure only provided that they are not raised, bred, or kept for any commercial purposes.

11. Its sign shall be erected or maintained on any lot except one (1) sign of not more than two (2) square feet in area for purposes of residential identification may be erected or maintained.

12. No ground cover shall be stripped or removed from any lot, nor any grass or vegetation removed from the shoreline without adequate measures for its replacement for the conservation of the land and protection against erosion. It is the express intent and purposes of this paragraph to avoid causing any adverse effect to the beauty, quality, and purity of the waters

adjacent to the property. Any lot owner may maintain, plant or keep flower and vegetable gardens.

13. All covenants, restrictions, conditions, easements, and affirmative obligations in this Declaration shall run with the land and shall be binding on all parties and their heirs and assigns claiming them for a period of ten (10) years beginning on February 5, 1981, and at that time all covenants, restrictions, conditions, easements and affirmative obligations in this Declaration shall be automatically extended for successive periods of ten (10) years,

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unless an instrument signed by two-thirds (2/3) of the then owners of the lots affected by this Declaration has been recorded, agreeing to change this Declaration in whole or in part.

14. In the event of a violation"or breach of any of the within covenants, restrictions, conditions, easements, and affirmative obligations by any lot owner or agent of any lot owner, the owners of lots, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach in any event- In addition to the foregoing, the adjacent property owner or owners, whenever there shall have been built on any lot any structure in violation of this Declaration, to enter upon such lot where such violation exists and summarily abate or reverse the same 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 hereunder shall not be deemed a trespass. The failure to enforce any rights hereunder, regardless of how long the failure shall continue, shall not constitute a waiver of or a bar to the right to enforce. Should any covenant, restriction, condition, easement, or affirmative obligation in this Declaration, or any paragraph, sentence, clause, phrase, or term herein contained be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having proper jurisdiction, such judgment shall in no wise affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and efect. 15. Property, lot or lots as used herein have been used

ATTACHMENT A

ALL those certain lots, pieces or parcels of land with all improvements thereon and appurtenances thereto belonging, lying and being in White Chapel Magisterial District, Lancaster County, Virginia, being known and designated as Parcel A, containing 6.8 Acres (formerly known as Lots 32-35, inclusive, and the area designated "Reserved" on a certain plat of survey entitled "Millenbeck" , dated March 11, 1976, made by Tomlin & Keyser, Certified Land Surveyors, duly recorded in the Clerk 's Office of the Circuit Court of Lancaster County, Virginia, in Deed Book 194, page 362) and Lots 30, 31, 36, 37 and 38 as shown of plat of survey entitled "Re-Subdivision of Lots 31-35, 37 & 38, Millenbeck", dated February 15, 1977, made by Tomlin & Keyser, Certified Land Surveyors, duly recorded in the Clerk's Office of the Circuit Court of Lancaster County, Virginia, in Deed Book 202, page 385, reference to which plat of survey is hereby made for a more complete and accurate description of the property.

BEING the same property conveyed to Read F. Goode and James P. Maguire by deed from Goode, Maguire, Gruber & Associates, a Virginia general partnership, dated July 27, 1977 and recorded August 21, 1979, in the Clerk's Office of the Circuit Court of the County of Lancaster, Virginia, in Deed Book 214, page 602 and by deed from Starnie E. Lyttle, Trustee, dated September 5, 1978 and recorded September 11, 1978, in the aforesaid Clerk's Office, in Deed Book 208, page 630.

VIRGINIA, to-wit:

in the Clerk's Office  
County the 16<sup>th</sup> day of March 1981  
writing was presented and with certificate  
at 4:35 o'clock P.M.



e of the Circuit Court of Lancaster  
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on next, admitted to record

Robert H. Lewis Clerk—Deo. Clerk  
T

este:

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WITNESS the following signatures and seals:

*Read F. Goode*  
READ F. GOODE

(SEAL)

*J.P. Maguire*  
JAMES/P.  
MAGUI

*J.P. Maguire*  
RE

(SEAL)

to-wit:

CATE OF VIRGINIA

*Richmond*  
OF *Richmond*  
of *4th*

he foregoing Declaration was acknowledged  
before me; this

1981," by Read F-^oode-

Ky coinission expires:  
My Commission Expires September 1, 1324

*James P. Maguire*

FATE OF VIRGINIA

*13th*  
OF *February*

ie foregoing Declaration was acknowledged before me this

*February*, 198

*James P. Maguire*

James P. Maguire

to-wit:

*James P. Maguire*

day of  
My commission expires  
My Commission Expires September 1, 1934