

WAW29

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Hunters Mill Subdivision, Section A

DECLARATION OF RESTRICTIONS

THIS DECLARATION, dated as of the 11th day of August, 1983, by SOUTHERN SERVICE CORPORATION, a Virginia corporation (the Declarant), recites and provides:

RECITALS:

The Declarant is the owner of the lots (hereinafter referred to individually as a "Lot" and collectively as the "Lots") known as Hunters Mill Subdivision, Section A, Spencer Magisterial District, Powhatan County, Virginia (the Subdivision). The Lots are shown on the plat of J. K. Timmons & Associates, Inc., dated July 1, 1983 (the Plat), and entitled "Sales Map - Portion of Hunters Mill," with a copy of the Plat being attached hereto as Exhibit A.

The Declarant now wishes to impose upon and make applicable to the Lots the restrictions stated below.

DECLARATION:

1. No Lot shall be used for other than residential purposes, except that this provision shall not be interpreted to prohibit the keeping of horses, cattle or sheep on any Lot. No buildings other than one single family residence with suitable outbuildings (including a guest cottage) and private recreational and agricultural improvements shall be erected on any Lot (whether that Lot was existing or created by the division of an existing Lot); provided, however, that the foregoing provision shall not be interpreted to exclude stables or barns for the keeping of horses, cattle or sheep. No livestock shall be allowed access to Hunters Mill Lake (the Lake).

2. No fence shall be constructed closer than 150 feet from the Lake.

3. No camper, boat, trailer or other recreational vehicle may be parked or stored on a Lot in a manner that makes it visible from the road, any Lake Lot or any other Lot for more than 24 consecutive hours.

4. Each Lot (whether that Lot was existing or created by the division of an existing Lot) shall be comprised of at least 10 acres. Portions of the Lot that are both above and below the water line of the Lake shall be included in determining whether such 10-acre requirement is satisfied.

5. No building shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure have been filed with and approved by an Architectural Control Committee (the Committee) consisting initially of the following members: Raymond A. Yancey, Jack Adams and Wiley F. Hughes or their duly-appointed successors or assigns. Such plans and specifications shall be reviewed and considered with respect to (a) quality of workmanship and materials, (b) harmony of exterior design with existing structures and (c) location with respect to topography and finish grade elevation. No trees in excess of 8 inches in diameter shall be cut, nor shall any general clearing be initiated, until a site and clearing plan has been filed with and approved by the Committee. Every decision of the Committee shall be binding. Any owner of a Lot who disagrees with any decision of the Committee may appeal to a committee comprised of three members of the American Institute of Architects, with one member to be chosen by the applicable owner, one by the committee and one by the other two architects. The decision of the Committee of architects shall be binding on all parties. Any expenses of such committee of architects shall be paid by the Lot owner.

6. In the event of death or resignation of a member of the Committee, the remaining member or members shall have full

authority to designate a successor. The members of the Committee shall not be entitled to any compensation for services performed pursuant to the provisions hereof. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee fails to approve or disapprove plans and specifications within 30 days after those plans and specifications have been submitted to it, the plans and specifications shall be deemed to be approved.

7. The 50-foot private road easement shown on the Plat may be dedicated for public use by the written agreement of owners of 60% of the Lots. At the time of such dedication, all of the Lot owners will be responsible bearing a portion of the cost of having the road improved to State and County specifications. The owner of each Lot shall contribute equally to the cost of such construction. Furthermore, each Lot owner shall grant easements for drainage and utility relocation and take such other action as may be required to effect such dedication.

8. Until such time as private roads and any necessary drainage facilities are dedicated for public use, the owners of the Lots shall pay, as a charge running with the land, their proportionate shares of the cost of maintaining such road, which such share to be determined the Committee.

9. For purposes of these restrictions, any person or persons having a contract, whether or not recorded in the Clerk's Office of the Circuit Court of Powhatan County, Virginia, to purchase a Lot subject hereto shall be considered an owner of such Lot.

10. No sanitary sewage, kitchen waste or the effluent therefrom shall be discharged, nor shall any drainfield be located, within 50 feet of the Lake (either on the surface or underground), nor shall anything be done or permitted on any tract or any part thereof which will constitute a nuisance or contaminate the waters of the lake.

11. No gasoline engines, trotlines, nets, seines or fish-traps shall be used in the Lake. All persons using the Lake shall obey all State and Federal laws and regulations for the protection of fish and wildlife. No boat or canoe in excess of 15 feet in length shall be used on the Lake.

12. No hogs, or unlicensed or junked vehicles, shall be allowed on any Lot nor shall any business or commercial venture or noxious or offensive trade or activity be carried on on the Lake or any Lot, nor shall anything be done thereon which shall be or become an annoyance or nuisance to a good residential neighborhood.

13. No trailer or modular home shall be located on any Lot nor shall any trailer, tent, shack, garage, barn or other outbuilding (except a guest cottage) erected on any Lot be at any time used as a residence, temporary or permanent. Any guest cottage constructed on any Lot shall not be used as a permanent residence.

14. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be permitted to remain on any Lot except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Waste resulting from clearing or building on any parcel shall be disposed of within 30 days of the completion of the clearing or building.

15. No person shall hunt on any Lot or fish in the Lake without being accompanied by the owner of such tract, or member of owner's immediate family.

16. The Committee reserves the right (which shall be exercised in its sole discretion) to waive in writing the violation of any of the provisions hereof as they may apply to any particular Lot.

17. These covenants shall run with the land and shall be binding upon all parties and persons claiming under them, unless an instrument signed by the owners of 80% of the Lots, whether now existing or created by a division of existing Lots, has been recorded modifying the provisions hereof in whole or in part; provided, however, that the owners of all of the Lots, whether now existing or created by a division of existing Lots, must agree in writing to change in whole or in part the covenants set out in paragraphs 7, 8, 10, 11, 12 and 15 hereof.

WITNESS the following signature:

SOUTHERN SERVICE CORPORATION

By Raymond A. Yancey
Vice President

STATE OF VIRGINIA,

County OF Chertiford, to-wit:

The foregoing instrument was acknowledged before me in the County of Chertiford, Virginia, this 11th day of August, 1983, by Raymond A. Yancey, as Vice President of Southern Service Corporation, a Virginia corporation, on behalf of the corporation.

My commission expires: July 29, 1984.

Jean C. Goodman
Notary Public

VIRGINIA:

In the Clerk's Office of the Circuit Court of the County of Powhatan the 15th day of August, 1983, this document 2 pages was presented, and with certificate of acknowledgment 5 thereto annexed, admitted to record at 1:55 P.M. and payment of \$ — tax imposed by Sec. 53-54.1.

State Tax \$ —

County Tax \$ —

Tester W. E. M. [Signature] Clerk

FOR PLAT SEE CABINET 0 SLIDE 40 -5-

888-83
Mailed To:
Southern Service Corp.
203 Twin Ridge Lane
Richmond, Va. 23235
Aug. 30, 1983