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DECLARATION OF COVENANTS AND RESTRICTIONS FOR
EVERGREEN ACRES

THIS DECLARATION made this 30th day of May, 2006

By B & F LC provides:

WITNESSETH:

WHEREAS, the Developer is owner of certain real property located in the Templeton Magisterial District, Prince George, Virginia consisting of 45 lots or parcels of land, more or less, as shown on a Plat entitled "Evergreen Acres, District, Prince George County and Sussex County, Virginia, dated May 1, 2006, drawn by Robert Crowder, a copy of which said Plat is recorded in the Office of the Clerk of the Circuit Court for the County of Prince George and Office of the Clerk of the Circuit Court for Sussex County, Virginia contemporaneously herewith; and

WHEREAS, the aforesaid lots have been set aside and sub-divided for residential development; and WHEREAS, in order to provide for the preservation and enhancement of the property values, amenities and opportunities in the Community which will contribute to the personal and general health, safety and welfare of the residents, the Developer desires to subject the real property described above to the covenants, restrictions, easements, charges and liens of this Declaration of Covenant and Restrictions, said covenants, restrictions, easements, conditions and charges running with said real property and binding all persons or entities having, or acquiring, any right, title or interest in said real property, or any part thereof, and inuring to the benefit of each owner thereof.

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NOW THEREFORE, the Developer does hereby declare the above described real property to be held, transferred, sold, conveyed, and occupied, subject to the covenants, restrictions, easements, conditions, charges and liens hereinafter set forth which are for the purpose of protecting the value and desirability of, and shall run with the real property and be binding upon all parties having any right, title or interest in the above described real property, or any portions thereof, their successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

As used herein, the terms listed below, unless the context clearly indicates to the contrary, shall be construed in accordance with the following definitions:

"Subdivision" as used in this declaration of restrictive covenants subdivision shall mean and refer to the property shown on the hereinabove enumerated plat of Evergreen Acres drawn by Robert Crowder dated May 1, 2006 and duly recorded in the Office of the Clerk of the Circuit Court for the County of Prince George and Sussex, Virginia.

"Owner" shall mean the owner of any of the lots shown on the aforesaid plat whether such owner is the sole owner or an owner jointly with any other person as tenant by the entirety, joint tenant, or tenant in common. The term "Owner" shall also include all coparceners of any property that is acquired by descent, devise, distribution or operation of law.

1. No structure may be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling except Lots, which may be divided to family members in accordance with Code of Prince George County or Sussex County, with not more than three appurtenant outbuildings and one attached garage. Each lot shall be used for residential purposes only.

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2. All free standing outbuildings including but not limited to greenhouses, garages and other storage sheds shall be constructed of like design including quality of materials as the main dwelling on the lot and shall be located as an integral part of the house located on the lot.
3. All foundations of all dwellings, garages and outbuildings shall be of brick or other finished masonry construction. No exposed or painted cinder block or cement block shall be permitted.
4. No junk cars, trucks, buses or other vehicles shall be permitted to be stored on any of the lots unless such vehicles are housed in a totally enclosed building. Any other vehicles parked or stored on any lot in the subdivision to include cars, trucks, buses, camping vehicles or recreational vehicles, boats or trailers shall meet all requirements including but not limited to licensing and inspection so as to enable such vehicles to be operated on the highways of the Commonwealth of Virginia. No repairs or maintenance of motor vehicles may be conducted on any of the lots in the subdivision unless such repairs or maintenance is conducted in an enclosed building or out of site of other lots and those viewing a parcel from the road.
5. Each owner of any lot in the subdivision shall construct and maintain suitable and adequate parking spaces thereon prior to the occupancy of any such residence which may be constructed thereon.
6. No noxious or offensive trade or activity shall be carried on upon any of the lots in the subdivision nor shall anything be or become an annoyance or nuisance to the neighborhood.

7. No manufactured homes, double-wide homes, mobile homes, campers, trailers, tents, shacks, garages, barns or other outbuildings shall at anytime be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted. All residences constructed on any lot in SUBDIVISION must meet all requirements of the uniform statewide building code of the Commonwealth of Virginia. No garage shall be constructed on any lot with the "garage door" entrance facing the street or roadway on which the dwelling fronts whether such garage is free standing or attached to the dwelling house.
8. No animal, livestock or poultry of any kind shall be raised, bred or kept on any lot. Subject to the ordinances of the County of Prince George, Virginia, dogs and cats which are the lot owners' household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. No other animals or fowl may be kept on any lot with the exception of horses or limited cattle which may be kept provided that the keeping of such animals conforms to all applicable provisions set forth in the ordinances of the County of Prince George, Virginia and applicable state statutes.
9. Fencing erected to contain horses or any other animals or pets must be maintained in good working order. Totally exposed wire or barbed wire fences will not be allowed. Fences may be disguised by or built of vinyl. No chain link fencing is permitted on any portion of any lot in the subdivision. Design Criteria must be approved by the developer or his representative prior to installation. See fencing design guidelines.

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10. All residences built on any of the lots in the subdivision shall conform to the appropriate zoning ordinances of the County of Prince George, or Sussex, Virginia as applicable.
11. Any residence built on any lot in the subdivision located in Prince George County shall contain not less than 1400 square feet as a Ranch, 1600 square feet for a one and one half story, and 1800 square feet of heated living space two story residences such square footage requirements to be exclusive of garages, porches and decks. Attached garages are required in Prince George County. No front load garages are allowed.
12. Any residence built on any lot in the subdivision located in Sussex County shall contain not less than 1000 square feet, such square footage requirements to be exclusive of garages, porches and decks. No front load garages are allowed.
13. All ditch lines and easements shall be considered a portion of the property over which such easement or ditch line passes. Accordingly, the owner of any such lot over which an easement or ditch line passes shall be responsible for the maintenance of grass, landscaping and the like within any such easement or ditch line.
14. All buildings constructed on any lot in the subdivision shall have a roof pitch of at least 6 to 12. 30 year dimensional shingles are a minimum requirement. There shall be a standard mailbox for the subdivision provided with the construction of the homes. See mailbox diagram attached to these covenants.

15. Swimming pools may be constructed only to the rear of the residence, not viewed from road on any lot in the subdivision and shall be fully enclosed with a Vinyl privacy/security fence. See fencing guidelines for details.
16. No signs of any kind shall be permitted to be displayed on any lot except real estate signs advertising the property for sale and the builder's appropriate signs. Satellites are permitted to the back of the house only.
17. Should any covenant contained herein be held by judgment of a Court of competent jurisdiction to be invalid such Order shall not effect any of the other covenants contained herein which shall remain in full force and effect, the offending covenant, or portion thereof, being severed here from.
18. If any owner of the property in the subdivision or their heirs, successors or assigns shall violate or attempt to violate any of the covenants contained herein it shall be lawful for any person or persons owning any real property situated in the subdivision, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant to seek an injunction preventing him or them from so doing and/or to recover damages for such violation should any owner of the property in the subdivision be found to be in violation of these covenants, the party bringing such action may recover their costs and attorney's fees from the person found to be in violation hereof.
19. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them and having any right, title or interest in any of the lots, or any part hereof, for a period of twenty-five (25) years from the execution hereof. Upon the expiration of such twenty-five (25) year period these covenants and restrictions shall automatically

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be extended for successive periods of ten years, unless by a vote of at least
2/3rds of the owners of the property, there is an agreement to modify,
change or terminate such covenants. Covenants may be amended by a

vote of at least 2/3rds of the owners of the property. The developer reserves unto himself the
right to amend said covenants so long as he or the builders own any lots in this development.

IN WITNESS WHEREOF, the B & F L.C., has caused this Declaration to be executed this
30th day of May, 2008.

ROBERT E. FOREHAND JR. AND LINDA M. FOREHAND

By:

By:

Its: Owner

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2-13-08

PRINCE GEORGE ON
BISHOP KNOTT, CLERK

INSTRUMENT #060002850
RECORDED IN THE CLERK'S OFFICE OF
PRINCE GEORGE ON
JUNE 1, 2006 AT 09:10AM
BISHOP KNOTT, CLERK
Nancy Utterwater
RECORDED BY: NMA