

DEED OF DEDICATION

THIS DEED, made this 1st day of March, 1974.

WHEREAS, CARL D. SILVER SALES DIVISION, INC., has heretofore acquired from CARL D. SILVER, INC., by deed dated February 26, 1974, and recorded March 1, 1974, in Deed Book 337 Page 140 of the records of the Clerk's Office of the Circuit Court of Spotsylvania County, Virginia, certain real estate including all that land to be dedicated by this Deed of Dedication; and whereas CARL D. SILVER SALES DIVISION, INC., is the sole owner and developer of said property.

NOW THEREFORE WITNESSETH: That CARL D. SILVER SALES DIVISION, INC., the sole owner and developer of said property known as CHAPEL HILLS, as shown on the map and plat thereof made by E. W. Kniseley Surveys, dated January, 1974, a copy of which is recorded in the aforesaid Clerk's Office in ^{Deed}~~Plat~~ Book 337 Page 156, does hereby dedicate to the public for the public use, control, purposes and enjoyment forever, all of the streets, lanes, alleys and ways shown on said plat, to be maintained and used as public streets, lanes, alleys and ways.

The said streets, lanes, alleys and ways are further dedicated to the public for the use not only of travel but also for the laying of utility mains, such as, but not necessarily limited to, water, sewer, gas and storm sewer pipes, and also, but not necessarily limited to, the use for the laying of underground electrical conduits and telephone cables.

KNOW ALL MEN FURTHER BY THESE PRESENTS, that the lots shown on the aforesaid plat numbered 1 through 61 inclusive are not intended for public use but are intended for and are hereby reserved for the private use and enjoyment and are and shall remain in the sole and exclusive property of the said CARL D. SILVER SALES DIVISION, INC., its successors in interest, grantees and assigns.

The owner and developer, CARL D. SILVER SALES DIVISION, INC., does hereby impose upon each and all of said lots shown on the aforesaid map and plat, constituting Chapel Hills, the following covenants and restrictions

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governing the use of said lots, which covenants are declared to be and shall be construed as covenants running with the land and enforceable against the present owner of said lots and its successors in interest, grantees, and assigns both at law and in equity; and it shall not be necessary to set forth these restrictions verbatim in deeds conveying said lots, as reference to the said plat and to this writing in any deed shall be sufficient notice of the said covenants and restrictions to any and all persons who may become owners of said lots;

1. Architectural Control. No building shall be erected, placed or externally altered on any lot until the construction plans and specifications have been approved by the Architectural Control Board as to quality of materials, harmony of external design with existing structures and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set back line.

2. Land Use and Building Type. No structure shall be erected, altered or permitted to remain on any residential building lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than three automobiles. No dwelling house shall be erected with a ground floor area of less than twelve hundred square feet excluding carport or garage; however, if the dwelling is to be more than one story, the first floor must have not less than one thousand square feet of living area.

3. Construction Materials. Except as stated in restriction number 7, all buildings shall be constructed of horizontal or vertical siding, brick or stone veneer or a combination of such. All foundations using cinderblock as a construction material shall be parged so that no raw blocks show above ground level. Any garage located on any lot shall conform in architectural design and material used to the dwelling house

which it serves.

4. Subdivision of Lots Prohibited. No more than one dwelling shall be erected on any one lot as shown on subdivision plat. However, a dwelling may be erected on one or more lots, or a lot and part of another lot. The purpose of this exception is to allow one or more lots to be subdivided, provided the dwelling site for any one house is enlarged and not reduced in size; nothing herein contained shall be construed to prohibit the use of more than one building site for the construction of a single dwelling.

5. Buildings. No structure or building of any kind shall be erected on, or moved onto, any lot in this subdivision, unless it be in general conformity and harmony with the class of existing structures on the surrounding lots. No trailer or other structure of a temporary character shall be permitted on any lot.

6. Building location. No building shall be located on any lot less than 50 feet from the front lot line, or nearer to a side street line or an interior lot line than is permitted by the applicable county or municipal ordinance. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on one lot to encroach upon another lot.

7. Utility Easements. CARL D. SILVER SALES DIVISION, INC., reserves in perpetuity for itself, its successors in interest, grantees and assigns, twelve foot easements (6 feet on each lot), along the rear and side lines of all the lots in Chapel Hills, and reserves the right to lay, operate and maintain water, gas and sewer mains and surface drainage as well as the right to construct, operate and maintain electric and telephone lines within said easements, but nothing herein shall be construed as to impose on CARL D. SILVER SALES DIVISION, INC., the duty to lay, operate and maintain such mains, drains and lines. No structure is to be built on any part of said easement.

The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible.

8. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done therein which may be or may become any annoyance or nuisance to the neighborhood. No trash or garbage shall be permitted to be burned on any lot. No trucks or heavy equipment shall be permitted to be parked on the streets of Chapel Hills, or in the driveway of any dwelling house except that each homeowner shall be allowed to park one pick-up truck on said driveway. No unlicensed or inoperable vehicle shall be parked on said streets or lots. For purposes of this paragraph there shall be only one homeowner per dwelling.

9. Upkeep. Owners of lots in said subdivision, whether said lots be built on or not, shall keep their lots free of weeds, undergrowth, garbage, trash and unsightly debris and litter. CARL D. SILVER SALES DIVISION, INC., or its successors shall be vested with power to enforce this covenant, which power, however, shall not be exclusive.

10. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or any other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

11. Livestock and Poultry. No swine, cows, horses, or goats, shall be kept upon the premises, and no commercial livestock or poultry project shall be maintained within said subdivision; nor shall any dog pens, kennels, or other such projects involving the rearing, handling or care and maintenance of animals in numbers be conducted or maintained within this subdivision; nor shall any offensive trade or business which will depreciate the value of property or be an annoyance to occupants thereof be conducted or maintained within this subdivision.

12. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property

for sale or rent, and signs used by a builder to advertise the property during the construction and sale of any dwelling or dwellings.

13. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of trash, garbage or other waste shall be kept in a clean and sanitary condition at all times.

14. Sight Distances at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations greater than four feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at 25 feet from the intersections of the street lines, or in case of a rounded property corner from the intersections of the street lines extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

15. Architectural Control Board. Larry D. Silver, L. Franklin Sealy and Carl D. Silver are hereby appointed as the members of the Architectural Control Board. In the event of the death or incapacity or resignation of any member or members of the Architectural Control Board, those members remaining on the Architectural Control Board, shall have the authority to designate a successor or successors. At any time the Architectural Control Board may be written instrument recorded, resign and the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to appoint a substitute Architectural Control Board. A majority of the members of the Architectural Control Board shall at all times control the decisions of that Board.

16. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming title to any lot in said subdivision, for a period of 30 years from the date hereof, after which time these covenants shall be automatically extended for successive periods of ten years unless an instrument signed by two-thirds of the then owners of the lots has been recorded, agreeing to change these covenants in whole or in part with exception to restriction number 7 which shall be in perpetuity.

17. Amendment. At any time during the period of thirty years from the date hereof, two thirds of the then record owners of the lots shall have the power to amend these covenants, number 7 excluded, in any way by duly recorded instrument in writing.

18. The Architectural Control Board in its sole discretion shall have the Authority to grant variances to these restrictions.

CARL D. SILVER SALES DIVISION, INC.

BY Larry D. Silver
President

SEAL AFFIXED TESTE:

L. Franklin Sealy
Secretary

STATE OF VIRGINIA

CITY OF FREDERICKSBURG, to-wit:

I, Linda J. Simms, a Notary Public in and for the City and State aforesaid do certify that Larry D. Silver and L. Franklin Sealy, President and Secretary respectively, of Carl D. Silver Sales Division, Inc., whose names are signed to the foregoing Deed of Dedication bearing date of March 1, 1974, have acknowledged the same before