

V. Declaration of Restrictions and Covenants

DECLARATION OF RESTRICTIONS AND COVENANTS

WHEREAS, FOLLIARD & HALL, INC., and F. L. HALL and ADA MARIE HALL, husband and wife, are the owners of that certain piece, tract or parcel of land, including a roadway out to State Route #633, as shown on a plat of survey of Lucy's Cove prepared by C. Aubrey Featherston, II, L.S., dated August 4, 1980, attached hereto, made a part hereof and recorded herewith (hereinafter referred to as the "Lucy's Cove") comprising two sheets, whereon fifty (50) lots and miscellaneous roadways are shown thereon, which property they heretofore acquired by three separate deeds of conveyance from (1) General John Johnson, et ux, et al, dated December 15, 1978, recorded in Deed Book "120" at page 627 in the Clerk's Office of the Circuit Court of Middlesex County, Virginia, (2) from Thelma Wake, widow, dated January 5, 1979, recorded in Deed Book "120" at page 621 in the aforementioned Clerk's Office, and (3) from Esther H. Pettit, widow, dated January 5, 1979, recorded in Deed Book "120" at page 624 in the aforementioned Clerk's Office; and

WHEREAS, FOLLIARD & HALL, INC. and F. L. HALL and ADA MARIE HALL, husband and wife, have subdivided or intend to subdivide Lucy's Cove and lay off certain roadways in accordance with the hereinabove mentioned plat of survey and to sell lots and building sites therein, subject to certain protective restrictions, conditions, limitations, reservations and covenants (hereinafter referred to as "Protective Restrictions") in order to insure the most beneficial development of Lucy's Cove mainly as a residential subdivision and to prevent any such use thereof as might tend to diminish the valuable or pleasurable enjoyment thereof.

NOW, THEREFORE, FOLLIARD & HALL, INC., and F. L. HALL and ADA MARIE HALL, husband and wife, hereby declare and make known that the following restrictions, conditions, limitations, reservations and covenants are hereby imposed on Lucy's Cove, shall run with the land in Lucy's Cove and shall be binding upon Folliard & Hall, Inc., and F. L. Hall and Ada Marie Hall, husband and wife, their agents, heirs, legal representatives, successors and assigns (hereinafter referred to as "Declarants"), and upon all parties and persons claiming by, through or under Declarants, their agents, heirs, legal representatives, successors and assigns.

A. Structures and Other Improvements

1. Approval of Design and Location of Structures. In order to preserve a uniformity of beauty within Lucy's Cove, no building fence or other structure shall be erected, placed, moved into, maintained or in any way altered on any lot in the residential areas of Lucy's Cove until the proposed building plans, specifications, exterior color or finish, plot plan (showing the proposed location and elevation of such building or structure, drives and parking areas) and construction schedule shall have been approved in writing by Folliard & Hall, Inc., or its successors in interest as developer of Lucy's Cove (hereinafter referred to as F&H). F&H may refuse approval of plans, location or specifications upon any ground, including purely aesthetic considerations, which in the sole discretion of F&H shall seem sufficient. No alterations in the exterior appearance of any building or other structure shall be made without like approval by F&H. One (1) copy of all plans and related data shall be furnished F&H for its records. In the event F&H fails to approve, modify or disapprove in writing an application within thirty (30) days after plans and specifications have been submitted in writing to it, in accordance with adopted procedures, approval will be deemed granted. The applicant may appeal an adverse F&H decision to the then property owners, who may reverse or modify such decision by a two-thirds (2/3) vote of the said property owners of record.

2. Location of Buildings.

To assure that location of residences in Lucy's Cove will be staggered where practical and appropriate, so that the maximum amount of view and breeze will be available to each residence in Lucy's Cove and that all permanent structures will be located with regard to the topography of each individual lot, F&H reserves upon itself the right to decide the precise site, elevation and location of any residence or other structure upon all lots in Lucy's Cove. Such location shall be determined only after reasonable opportunity is afforded the lot owner to recommend a specific site. No residence or other permanent structure (with few exceptions) shall be

located on any lot nearer than thirty-five (35) feet from a street or the front lot line (where more than one (1) lot line fronts upon a street, F&H shall determine which is the front lot line and how improvements should be situated on such lot), or nearer than ten (10) feet from any side lot line, or nearer than thirty-five (35) feet from the rear lot line. No residence or other permanent structure shall be located on any waterfront lot nearer than fifty (50) feet from the mean low water line thereof. In the event F&H fails to approve, modify or disapprove in writing an application within thirty (30) days after plans and specifications have been submitted in writing to it, in accordance with adopted procedures, approval will be deemed granted. The applicant may appeal an adverse F&H decision to the then property owners, who may reverse or modify such decisions by a two-thirds (2/3) vote of the said property owners of record.

3. Minimum Dwelling Size. The floor area of the enclosed portion of the main structure (residence) on any lot shall not be less than 1,200 square feet for a one-story structure, or a minimum of 1,000 feet on the first floor for a one and one-half or two-story structure, exclusive of porches, garages and basements.

4. Completion of Exterior. The exterior of all residences and other permanent structures in Lucy's Cove shall be completed within nine (9) months after the commencement of construction except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities. No structure shall be used at any time either temporarily or permanently as a residence until the exterior of such structure is completed.

5. Waterfront Structures. F&H reserves the right to approve the design and construction of all bulkheads, docks, piers and other structures constructed on any lot fronting on water or lakes.

6. Enclosure Requirements. All service utilities, fuel tanks, woodpiles and trash and garbage accumulations are to be enclosed within a fence or wall of type, size and location approved by F&H so as to preclude the same from causing an unsightly view from any highway, street, or way or other residence within Lucy's Cove.

7. Fencing of Yards. Each owner of a lot in Lucy's Cove desiring to construct a screening fence to shield and hide from view a small yard shall submit, prior to construction, plans for such fence delineating the size, design, texture, appearance and location thereof and the design of such screen or cover shall be approved by F&H. Walls and fences shall be ornamental in character and may not extend into a front yard beyond the set-back lines as set forth in Paragraph 2 of Part A. (35 ft. from front line)

8. Temporary Structures. No structure of a temporary character, including but not limited to a trailer of any kind, tent, shack, garage, barn or other outbuilding shall be used or allowed on any lot in Lucy's Cove at any time either temporarily or permanently, except such temporary structures as may be necessary for the storage of materials for the convenience of workmen during the erection of residences or other permanent structures upon such lot, and such temporary structures as may be required by F&H during the period of development and sales. No temporary structure for the storage of materials or convenience of workmen shall be used on any lot at any time as a residence either temporarily or permanently.

9. Tree Cutting. Each lot in Lucy's Cove, as may from time to time be conveyed or which may be hereafter shown on a recorded plat of survey, shall constitute a building site. It is hereby declared, as a continuing feature of Lucy's Cove, or any lot therein contained, now and hereafter covered by these Protective Restrictions, to preserve the present natural aspect of the landscape as far as possible, and hence any unnecessary cutting of trees that are five (5) inches in diameter or larger (at a height of four (4) feet from the immediate ground level thereof), without the expressed written consent of F&H, shall *prima facie* be deemed an alteration of the nature of the landscape and contrary to the intent hereof.

10. Waterfront Vegetation. A band of vegetation, fifty (50) feet in width along the mean low water mark of any and all waterfront lots of Lucy's Cove, shall be maintained along the said water's edge. F&H hereby expressly reserves to itself the right to determine and approve the type of

and location for said vegetation. No vegetation within the said fifty-foot waterfront band shall be altered, removed, destroyed or otherwise affected by the waterfront lot owner without the prior written consent of F&H.

B. Use of Lots Within Lucy's Cove

1. Use to be Solely Residential. Each lot in Lucy's Cove shall be used exclusively for residential purposes and no more than one (1) single family dwelling shall be erected on any one (1) lot as shown on the subdivision map, with exception of guest or maid quarters as approved by F&H. If one owner acquired two or more adjoining lots, the adjoining one or more lots may be used together as the site for a single building, in which event the side line easements referred to in Paragraph 2 of Part C hereof shall apply to the outside perimeter property line of such adjoining lots. No lot shall be subdivided, nor shall its boundary line be changed, except with the written consent of F&H. F&H hereby expressly reserves to itself the right to replat any two (2) or more lots shown on the plat of Lucy's Cove in order to create a modified building lot or lots; and to take such steps as are reasonably necessary to make such replatted lots suitable and fit as building sites, including, but not limited to, the relocation of easements, walkways and rights of way to conform to the new boundaries of such replatted lots; provided, however, that no replatted lot contains less than 20,000 square feet of land and all lots shall front upon a street or roadway. The provisions of this Declaration shall apply to each such lot as created. F&H reserves the right to establish on any lot or lots in Lucy's Cove, recreational facilities and any other facilities considered by F&H to be appropriate thereto.

2. Commercial Use prohibited. No lot in Lucy's Cove shall at any time be used or occupied for the manufacture or sale of any articles or for any commercial purpose of any kind or character whatsoever, or for the carrying on of any business, or a hotel, motel, rooming house or boarding house, except as provided in Part B (1) hereof.

3. Use of Lot as Access Prohibited. No lot in Lucy's Cove may be used as a street, lane, right of way or easement over which access might be obtained to adjacent properties (whether within or without Lucy's Cove) without the specific written consent of F&H.

4. Sewage Disposal. Prior to occupancy of a residence on any lot in Lucy's Cove, proper and suitable provision shall be made for the disposal of sewage by means of a septic tank or tanks constructed on such lot. All sewage shall be emptied or discharged into such tanks. No sewage shall be emptied or discharged upon any lot; nor may any sewage disposal system be used unless such system is designed, located, constructed and maintained in accordance with the requirements, standards and recommendations of the appropriate public health authority.

5. Parking Space. Each lot owner in Lucy's Cove shall provide off-street parking space for at least two automobiles prior to the occupancy of any dwelling constructed on such lot. Such provisions shall be made in accordance with reasonable standards established by F&H.

6. Signs. No signs of any kind, including "For Rent" and "For Sale" signs, shall be erected or maintained on any lot in Lucy's Cove without the owner of such lot having first obtained permission of F&H, except as may be required by legal proceedings. If such permission is granted, F&H reserves the right to restrict the size, color and content of such signs.

7. Nuisances. No animals other than dogs, cats and other household pets may be kept on any lot and no animals shall be bred for any commercial purpose. As an exception, horses may be kept on a lot provided that there is no more than one (1) horse per two (2) acres owned and that enclosure and fencing as approved by F&H has been provided by the lot owner, and that the same does not create a nuisance for bordering lot owners. No noxious or offensive trade or activity shall be permitted to be carried on upon any lot, nor shall anything be done thereon which shall become a nuisance to the neighborhood.

8. Vehicles. No junk cars, trucks, buses or other vehicles shall be permitted to be stored on any lot; and no cars, trucks or buses shall be permitted on any lot unless the same meets all legal requirements to operate on public roads.

C. Maintenance of Lot and Structures

1. Maintenance of Buildings and Other Structures. All buildings, structures and their appurtenances in Lucy's Cove shall be maintained by the owners thereof in a suitable state of repair; and in the event of destruction by fire or other casualty, the premises shall be cleared and debris shall be removed within ninety (90) days from the date of such casualty. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkept conditions of buildings and other structures or grounds on his lot which shall tend substantially to decrease the beauty of the specific neighborhood and Lucy's Cove as a whole.

2. Creation and Maintenance of Easements for Utilities. F&H reserves a perpetual, alienable and releasable easement and right on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities, on, in, over or under the front and rear ten (10) feet of each lot in Lucy's Cove and five (5) feet along the sides of each lot except where shown otherwise and such other areas as are shown on the applicable plat. No structure of any nature shall be built upon property subject to such easement, and such property shall at all times be open to F&H and any public service corporation which may require the use of such easement. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. Such rights may be exercised by an agent or licensee of F&H to provide or maintain any such utilities or service.

D. Enforcement of Restrictions

In the event of violation or breach of any of the Protective Restrictions set forth in this Declaration by any owner of property in Lucy's Cove or agent of such owner, the Declarant, F&H, the owners of lots in the immediate neighborhood or elsewhere in Lucy's Cove or any of them singularly, jointly, or severally shall have the right to proceed at law or in equity to compel compliance with the terms and conditions hereof and to prevent the violation or breach of such Protective Restrictions. The failure of Declarant or of any other party so entitled to enforce any Protective Restrictions contained in the Declaration however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach or as to a breach occurring prior to subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any Protective Restriction contained in the Declaration shall in no way affect any of the other Protective Restrictions, which shall remain in full force and effect.

E. Modification of Protective Restrictions

With the concurrence of the owners of two-thirds (2/3) of the lots within Lucy's Cove, F&H reserves the right to include in any contract or deed hereinafter made or entered into, such modifications and or additions to these Protective Restrictions, which will, in the opinion of F&H, raise the standards or enhance the desirability of Lucy's Cove as a residential area. Such reservation shall not be construed as authorizing F&H to relieve any purchaser of any lot in Lucy's Cove, in whole or in part, from any of the Protective Restrictions set forth herein. With such concurrence of the owners of two-thirds (2/3) of the lots in Lucy's Cove, F&H further reserves the right to alter, amend, modify, change or eliminate any or all of the Protective Restrictions set forth herein. Any such alterations, amendments, modifications, changes or eliminations so made shall apply to each and every lot in Lucy's Cove.

F. Terms of Protective Restrictions

Unless previously altered, modified, amended, changed or eliminated pursuant to Part E. hereof, all Protective Restrictions contained in this Declaration shall run with the land subject thereto and shall be binding upon the owners thereof and all persons claiming under them, their agents,

heirs, legal representatives, successors and assigns, for a period of twenty-five (25) years from the date of execution of this Declaration, at which time such Protective Restrictions shall be automatically extended for successive periods of ten (10) years, provided, however, that at any time after twenty-five (25) years have elapsed from the date of execution of this Declaration, a two-thirds (2/3) majority of the then property owners may change or terminate, in whole or in part, these Protective Restrictions by signing and recording in a lawful manner, an instrument to such effect; provided further that in the event any Protective Restriction set forth herein is invalidated by any court and F&H fails to exercise its right under Part E. hereof to replace such invalidated Protective Restriction within six (6) months of its invalidation, a two-thirds (2/3) majority of the then property owners at any time thereafter may, by signing and recording an appropriate instrument, replace such invalidated Protective Restriction with a Protective Restriction governing the subject matter of the invalidated Protective Restriction.

G. Restriction Committee

Anything in this Declaration of Restrictions and Covenants to the contrary notwithstanding, upon the sale of all of the numbered lots in the subdivision known as Lucy's Cove, as evidenced by the recordation of deeds therefor, or upon the liquidation or dissolution of F&H, a domestic corporation, or upon the failure of F&H to specifically assign its rights, privileges and powers of authority hereunder to the sale of all of said lots, the individual owners of record of the numbered lots of the subdivision known as Lucy's Cove, on the first Monday in January of each calendar year, after notice to each of said owners by registered mail, may elect, at a regular meeting where a quorum is present, by a majority vote of those present and constituting a quorum, a Restriction Committee which said Committee shall serve until the next anniversary date. A quorum for any regular or special meeting of individual lot owners shall be the owners of at least 50% of said lots. The Restriction Committee shall consist of three members, each of whom must be an owner and an occupant of a lot in the subject subdivision and the Restriction Committee shall have the power and duties otherwise granted to F&H, its successor or assigns. At any time thereafter, the said individual owners of record in a special meeting called by any six of them, after notice by registered mail to all the other lot owners of record, may elect a new Restriction Committee, fill any vacancies or remove the members of the existing Restriction Committee, as the case may be.

A duly certified copy of a resolution of the Board of Directors of Folliard & Hall, Inc., adopted August 5, 1980, authorizing this Declaration of Restrictions and Covenants has been made a part hereof and is hereto attached to be recorded herewith as a part hereof.

IN WITNESS WHEREOF, the said F. L. Hall and Ada Marie Hall have hereunto set their hands and seals, and pursuant to the said resolution Folliard & Hall, Inc., has caused this Declaration to be executed and delivered on its behalf by its president and its corporate seal to be hereunto affixed and attested by its secretary this 25th day of August, 1980.

F. L. Hall (SEAL)
F. L. Hall

Ada Marie Hall (SEAL)
Ada Marie Hall

FOLLIARD & HALL, INC.

By Eugene McKinn Folliard, Jr.
Eugene McKinn Folliard, Jr.
President

ATTEST:

Marguerite Folliard Hall
Marguerite Folliard Hall
Secretary

AMENDMENT

TO

LUCY'S COVE
DECLARATION OF RESTRICTIONS AND COVENANTS

THIS AMENDMENT to Lucy's Cove Declaration of Restrictions and Covenants, made this 29 day of June, 1987, by and between FOLLIARD & HALL, INC., a Virginia corporation, F. L. HALL and ADA MARIE HALL, husband and wife, and all of the undersigned lot owners in Lucy's Cove Subdivision, being at least two-thirds (2/3) of the lot owners thereof.

W I T N E S S E T H:

WHEREAS, FOLLIARD & HALL, INC., and F. L. HALL and ADA MARIE HALL, husband and wife, entered into that certain instrument dated August 25, 1980, entitled "Lucy's Cove Declaration of Restrictions and Covenants" which instrument is of record in the Clerk's Office of the Circuit Court of Middlesex County, Virginia, in Deed Book "127" at page 528; and,

WHEREAS, said Declaration, in Item G thereof, provides for election by the respective lot owners in Lucy's Cove Subdivision of a Restriction Committee, as well as the powers and duties granted to such committee; and,

WHEREAS, the parties hereto, deeming it to be in the best interest of Lucy's Cove Subdivision, desire to delete said Item G as contained in the aforesaid Declaration and in its place insert a new Item G as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, and pursuant to Item E of the aforesaid Declaration, Item G of the Lucy's Cove Declaration of Restrictions and Covenants of record in the Clerk's Office of the Circuit Court of Middlesex County, Virginia, in Deed Book "127" at page 528, as aforesaid, is hereby deleted in its entirety and in lieu thereof the following Item G is inserted:

Anything in this Declaration of Restrictions and Covenants to the contrary notwithstanding, upon the sale of all numbered lots in the subdivision known as Lucy's Cove, as evidenced by the recordation of deeds therefor, or upon the liquidation or dissolution of Folliard and Hall, Inc., a Virginia corporation, or upon the failure of Folliard and Hall, Inc., to specifically assign its rights, privileges and powers of authority hereunder to the sale of all said lots, or upon the formation of an incorporated association of the parcel or lot owners in said subdivision, the Board of Directors of the incorporated association of parcel or lot owners of said subdivision shall appoint a Restriction Committee to serve until the first annual meeting of members of the said association. Thereafter, the committee shall be appointed by the Board of Directors of said association at the annual meeting of members and shall serve a term of one (1) year. The Restriction Committee shall consist of three (3) members, each of whom must be an owner and an occupant of a lot in the subject subdivision and the Restriction Committee shall have the power and duties otherwise granted to Folliard and Hall, Inc., its successor or assigns.

Lucy's Cove Property Owners' Association

Lot #1 Trailer Parking Area - RULES AND REGULATIONS

1. Space is limited; place trailers close together - leave space for the next fellow.
2. One space is allocated per lot. If room is available without denying someone else, more than one trailer may be parked.
3. Trailers must be marked with your name to facilitate identification.
4. Space is made available for boat and utility trailers and other items at the discretion of the Board by special permission.
5. We will mow the grass where accessible but request you keep the area under and around your trailer cut and tidy.
6. Trailer parking spaces are not reserved. If a trailer has been removed, that space is then available for someone else to use.
7. Please replace the chain across the entrance when you leave the area.
8. Use of facility is at the risk of owner. The Association assumes no liability of any kind.

6/10/91

6/12/97 Revised

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