

Mailed: 1/13/76.  
To: G. A. Horkan, Jr., Esq., Atty.  
Upperville, Va. 22176

Tax Purposes: Same.

9418 ATE  
HHW:jr  
11/28/75

#931

654

THIS DEED made and dated this 10<sup>th</sup> day of November, 1975, by and between DOUBLE E LAND & CATTLE COMPANY, a Virginia Corporation, party of the first part, and ALICE T. EDWARDS and DAVID H. EDWARDS, parties of the second part.

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of all of which is hereby acknowledged, the party of the first part does hereby grant, bargain, sell and convey with general warranty of title, unto the parties of the second part, jointly, with common law right of survivorship, it being intended that the part of the one dying should then belong to the other, his or her heirs or assigns, the following described property and appurtenances thereunto belonging:

All of that certain lot or parcel of land, lying and being situate in Chapel Magisterial District in Clarke County, Virginia, designated as Lot No. 19 on a plat of Calmes Neck Estates, which is recorded in the Clarke County Circuit Clerk's Office in Deed Book 58, at Page 506, being part of the same property acquired by the party of the first part by deed of Clifford H. Brincefield, et al, dated January 20, 1960, of record in the aforesaid Clerk's Office in Deed Book 58, at Page 242.

Reference is here made to the aforesaid instruments and the attachments and the references therein contained for a further and more particular description of the property hereby conveyed.

This property is conveyed subject to the following restrictive covenants, conditions, reservations, and restrictions which shall run with the land and be binding upon the present and future owners of all lots in the aforesaid subdivision.

1. USE OF LAND

(a) All lots in the subdivision shall be used only for residential and associated recreational purposes. No business or occupation of any kind, other than the home practice of a physician, dentist, lawyer, writer or artist, may at any time be carried on or permitted upon subject lot or lots, except by written consent of Double E.

(b) Each lot owner, his family, and accompanied guests, in common with other property owners in this subdivision, shall have access to and free use of the Shenandoah River throughout its length adjacent to the subdivision and to certain recreational facilities and natural areas, and foot and horse trails designated for common use under rules and regulations established by Double E and shown on a map posted in the office of Calmes Neck Estates. The renting or leasing of a property for any period of less than one year shall not entitle the tenant to use of such facilities except upon payment of additional charges established under the terms of Paragraph 6(b); common-use privileges shall remain with the owner during such short-term leases. Leases of one year or more may convey common-use privileges to the tenant, but the owner shall remain responsible for payment of maintenance charges under the provisions of Paragraph 6(a). 655

(c) No animals or poultry of any kind other than house pets shall be kept or maintained on any lot or lots except within areas designated in writing by Double E as appropriate for this use.

(d) No untended boats shall be anchored off shore in the Shenandoah River. When not in use, boats shall be pulled on the bank or moored as closely adjacent to the bank as safety allows, in order that navigation will not be impeded. It is specifically understood that the use of the Shenandoah River for boating, fishing, swimming and anchorage is to be at the person's own risk, and Double E shall not be liable for any resulting damages or injury.

## 2. RULES AND REGULATIONS

To effectuate the intent of these covenants, Double E will establish and publish by posting in its office at Calmes Neck Estates appropriate rules, regulations and standards. Such rules, regulations and standards may be revised and amended from time to time by posting such amendments in said office. A full and correct copy of the rules, regulations and standards currently in effect will be provided to any property owner upon request. Wherever in these covenants the term "rules and regulations" appears it shall mean the rules and regulations so established and currently in effect at the time of the events to which they apply.

## 3. BUILDINGS AND PLANS

(a) No more than one single-family dwelling house shall be erected on any one lot. In cases of single ownership of more than one lot in a block, this restriction shall apply to the parcel owned as a whole.

(b) No dwelling, including porches or bay windows attached thereto, shall be built within less than one hundred feet of the line fronting on any public or common-access road as shown on said plat, nor within less than twenty-five feet of side or rear lines of any lot; however, Double E shall have the right to waive or modify these setback restrictions, provided it is in writing.

(c) Any permanent dwelling house shall have a floor area, excluding porches and decks, of no less than one thousand

square feet. It shall be of design appropriate to the site and shall be of first-class materials and construction; or, with the prior written approval of Double E, hand-crafted of native materials. 656

(d) No building, fence, road or other permanent structure shall be built, or exterior addition made to an existing building, unless and until detailed plans and specifications, including a site plan showing the location(s) of such structures and areas of clearing, excavation, grading and filling have been submitted to and approved in writing by Double E. If Double E fails to approve or disapprove of such plans within sixty days after receipt thereof, this provision shall be deemed to have been fully complied with, but none of the other restrictions in these covenants are waived thereby. If construction is not begun within one year from date of approval of the plans, such approval is terminated and plans must be submitted anew and acted upon before construction may start.

(e) Any temporary structure or camp site shall be established only (1) with the prior written approval of Double E and (2) under the terms and conditions of such approval and in no event will they be at a location visible from any public road or other road retained in the ownership of Double E for joint use of property owners.

(f) No mobile home or house trailer shall be parked on any lot, nor any detached building constructed, except by prior written approval of Double E.

(g) No tower or radio or television antenna of trussed construction, or in wooded areas of a height making it visible above the treetops, shall be erected, except by prior written approval of Double E.

(h) Private roads shall be located and constructed with a minimum of disturbance to the landscape and according to a plan previously approved by Double E as provided in Subparagraph (d) above. Drainage ditches, cuts and fills shall be effectively treated to prevent erosion. Impervious paved areas shall be the minimum practical for the intended use, and runoff water therefrom shall be detained within the boundaries of the owner's property until cleared of sediment, then released gradually into natural drainageways.

(i) Temporary or detached toilet facilities may be constructed only with the written approval of Double E and must be removed when the need ceases to exist. Double E reserves the right to withdraw approval of such facilities at any time, whereupon they shall be removed within thirty days from notice of such withdrawal of approval.

(j) No building materials may be stored in open view on any lot before a building plan for their use has been approved. Unused materials shall be removed from the premises or stored out of view from any public or common-access road.

(k) Double E, in addition to its other rights hereunder, and any other rights it has at law or in equity, shall have the right to remove or destroy any building or structure

erected in violation of these covenants. However, any building or structure completed and maintained for one year without written objection by Double E, or legal action by any property owner in Calmes Neck Estates in objection thereto, shall be conclusively deemed to have been erected with the approval of Double E, without objection and in conformity with these covenants. 657

4. EASEMENTS

(a) An easement over the twenty foot width adjoining the front, side or rear lines of any lot is specifically reserved for water, sewer, gas, electricity, telephone, drainage and any other utilities to Double E's present and future properties and the other properties of this subdivision.

(b) An easement for ingress and egress sufficiently wide to accommodate one vehicle, for riding horses, recreation, walking, maintenance and fire protection is reserved in Double E over all of the respective properties for the benefit of Double E and all other owners of property in the subdivision, said easement to be at points over each property easily convenient for travel without undue interference with the improvements upon the property.

5. PRESERVATION OF NATURAL ENVIRONMENT

(a) All reasonable efforts shall be made to protect and preserve natural vegetation and wildlife, including all forms of animal life, and to preserve the peace and quiet of the area.

(b) Trees and topography shall remain uncut, untrimmed and undisturbed and land shall not be plowed, excavated, removed or cultivated except as done in conformity with the rules and regulations of Double E or a specific plan approved in writing by Double E.

(c) Sewage and refuse shall be disposed of in a sanitary and sightly manner, in conformity with standards and recommendations of state and local health authorities and with rules and regulations established by Double E. No sewage or refuse shall be emptied into the Shenandoah River bounding said premises or any lands adjacent thereto; or into any cove or inlet, stream or waterway connecting therewith.

(d) Fires, firearms, chemical pesticides and other destructive agents shall be used only in accordance with rules and regulations established by Double E or with specific prior approval of Double E. Hunting shall be permitted only during hunting season on specified areas and with written permission of Double E.

(e) Motorized vehicles, including but not limited to motorcycles, motorbikes and snowmobiles shall not be driven off the access roads of the subdivision except on the property of the operators of such vehicles, or with the permission of the property owners where driven, except that Double E may authorize access to any part of the subdivision for purposes of maintaining or protecting the property.

6. ASSESSMENTS FOR MAINTENANCE 658

(a) Each lot owner shall be subject to an annual charge for the repair and maintenance of roads and recreation facilities and associated costs for the convenience and common use of all lot owners. If more than one improved lot is owned by any lot owner, separate charges will be made for each improved lot, otherwise only one charge will be made to any one lot owner. This annual charge shall constitute a lien upon the property which lien will be noted on Double E's books which shall be sufficient to constitute notice to all purchasers, in the absence of any such notice on Double E's books purchasers shall be entitled to assume that the assessments for the lot in question has been paid through the preceding year of purchase. The charges shall be payable on the first day of January of each year and shall be equal to a pro rata share of such expenditures during the preceding year, without profit to Double E or salaries to its officers, with the provision that the assessment per lot shall not increase more than ten percent in any one year over the amount of the preceding year. All records for those expenditures will be available for inspection. Any lot owner who fails to pay any such charges within thirty days of billing shall forfeit common-use privileges with respect to such designated areas and facilities until the payment, plus successive ten percent liquidated damages added for each month in arrears, shall have been paid. These remedies are in addition to those remedies provided at law or in equity for the enforcement of these assessments.

(b) In addition to the maintenance charge provided in Paragraph 6(a) above, Double E may make such charges as it deems proper for the use of such designated recreation facilities by unaccompanied guests of property owners, by renters or short-term lessees of such properties, or by other visitors to the development.

## 7. ENFORCEMENT, AMENDMENT AND CONTINUANCE OF COVENANTS

(a) All the restrictions and covenants in this instrument shall continue in force until the 31st day of December, 1982, and shall be automatically and successively renewed for ten year periods thereafter, unless the owners of at least a majority of the lots in said subdivision shall, at least six months prior to any such renewal date, agree in writing to a change, alteration, addition to or abrogation of any or all of the above restrictions and conditions, and record such writings so amending the aforesaid covenants. Such changes, alterations, additions to or abrogation of any or all the agreements, covenants and restrictions as proposed shall be made in writing at least twelve months prior to such renewal date after the mailing of such notice of such proposed changes, alterations, additions to or abrogation, to all the owners of lots of said subdivision. No such changes, alterations, additions to or abrogation shall become effective until the instrument in writing setting forth such changes in detail, executed by the owners of at least a majority of the lots in said subdivision shall be recorded in the Office of

the Clerk of the Circuit Court of Clarke County, Virginia, and such must be recorded six months or more prior to any renewal date, which would take effect at the renewal period. 659

(b) These covenants are attached to and shall run with the land, and it shall be lawful not only for the grantors and their successors, but also for the owner or owners of any lot or lots adjoining or lots lying in the aforesaid subdivision to institute and prosecute any proceedings at law or in equity against the person or persons violating or threatening to violate the same, it being understood however that these covenants shall not be enforced personally for damages against the grantee or grantor, his or her, of their heirs or assigns, unless he, she or they be the owner of that portion of the premises upon which the violations of these covenants are done at the time of such violation. The covenants shall not apply to any other land than the land platted in Deed Book 58, at Page 506.

(c) The breach of any of the conditions and restrictions contained herein or the continuance of any such breach may be enjoined, abated or remedied by appropriate proceedings, and provided, also, that each of the foregoing agreements, covenants and restrictions shall remain at all times in full force and effect as against any owner of said premises, or any part thereof, by reason of any breach thereof by any such owner, whether such ownership is acquired by purchase, foreclosure, devise, inheritance or in any other manner.

(d) If any one or more of these covenants is declared invalid by a court of competent jurisdiction, this shall not affect the enforceability of the remaining covenants.

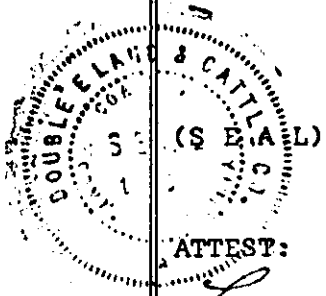
Except as noted above, the grantor covenants that it has the right to convey said property to the grantees; that it will execute such further assurances of title to said property as may be requisite; that it is seized in fee simple of the property conveyed; and that the grantees shall have quiet possession of said property free from all encumbrances.

IN WITNESS WHEREOF said corporation has signed its corporate name and affixed its corporate seal, by the proper officers, thereunto duly authorized:

660

DOUBLE E LAND & CATTLE COMPANY

By James M. Endicott  
President



ATTEST:

Frances C. Endicott  
Secretary

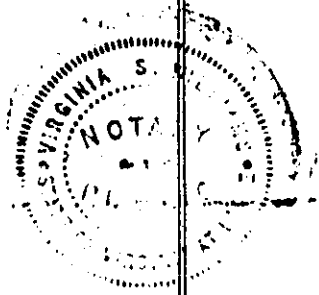
STATE OF VIRGINIA

\_\_\_\_ OF \_\_\_\_\_, To-wit:

I, Virginia S. Williams, a Notary Public in and for the State and \_\_\_\_\_ aforesaid, do hereby certify that James M. Endicott, whose name is signed to the foregoing deed dated the 10th day of November, 1975 on behalf of Double E Land and Cattle Company, as its President, with the seal of said corporation duly affixed and attested by its Secretary, has acknowledged the same to be the act and deed of said corporation before me in my State and \_\_\_\_\_ aforesaid.

Given under my hand this 10th day of November, 1975.

My Commission expires My Commission Expires \_\_\_\_\_.



Virginia S. Williams  
Notary Public

VIRGINIA: In the Clerk's Office of Clarke County Circuit Court  
Dec. 3, 1975. This Deed was presented and with the annexed certificate of acknowledgment admitted to record at 9:30 A.M. The taxes imposed by Section 20-24.1 in the amount of \$ 10.50 and by Section 20-24 of the Code of Virginia have been paid.

TESTE: James J. [Signature]