

DOUBLE E LAND & CATTLE CO.

TO: ( DEED OF B & S

JOSEPH RAOUL MORIN  
MARY CHILDRESS MORIN

Mailed JUL 12 1968

To: Mr. & Mrs. Joseph Raoul Morin  
10413 Armstrong Street,  
Fairfax, Virginia. 22030

- 2 -

322

#354 THIS DEED, made this 31st day of May, 1968, by and between Double E Land & Cattle Co., a Virginia Corporation, party of the first part; and ~~Joseph Raoul Morin and Mary Childress Morin his wife~~ Joseph Raoul Morin part 1es of the second part;

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid by the part 1es of the second part to the party of the first part, receipt of which is hereby acknowledged, the party of the first part does hereby bargain and sell to the part 1es of the second part with general warranty of title as tenants by the entireties with the common law right of survivorship and not as tenants in common all that lot or parcel of land with all easements and appurtenances situate, lying and being in Chapel Magisterial District, Clarke County, Virginia more particularly described as Lot 36, ~~XXXX~~ on a plat of Calmes Neck Estates duly recorded in the Clarke County Circuit Clerk's Office in Deed Book 58 at Page 506 \*\*\*

Subject to aforesaid, the grantor warrants generally the land hereby conveyed; it covenants that it has good right to convey the same to the aforesaid grantee; that the said land is free from all encumbrances; that the grantee shall have quiet enjoyment and that it will execute such further assurances thereof as may be requisite.

This conveyance is made subject to the restrictions and easements duly recorded in the aforesaid Clerk's Office ~~XXXX~~ which shall be binding upon all subsequent owners and enforceable by the Grantor and all subsequent owners of all other lots in the Subdivisions known as Calmes Neck Estates:

1. Further subdividing prohibited. Said lot shall not, at any time, be subdivided, conveyed or sold except as a whole, but this restriction shall not apply to conveyances of easements and rights of way for gas and electric lines and conduits, for telephone and telegraph lines, and for water and sewer lines.

2. Restrictions on use.

(a) No office, shop, store, factory or business house of any kind, hospital, nursing or rest home, asylum or institution, hotel, motel or tourist home or apartment house shall be erected or maintained upon any of said lot, nor shall any business of any character be conducted upon any of said lot, but the same shall be used solely for residential purposes, and the enumeration of business uses above shall not be construed to exclude any other business from this restriction.

(b) Not more than one single family dwelling house shall be erected on said lot. However, there may be erected on the lot a garage and such other buildings or structures as may be reasonably necessary for the use and enjoyment of the property as a residential property.

(c) No open fires shall be permitted upon any part of the property and all chimneys must be covered with spark screens.

(d) A sanitary disposal system shall be erected and maintained upon said lot in accordance with the Sanitary Code of both Clarke County and the State of Virginia.

(e) No signs, billboards or advertising of any nature shall be placed or maintained upon said lot except such directional signs as Owner shall place thereon.

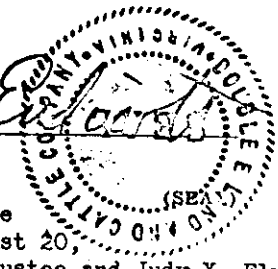
3. Minimum building restrictions. No dwelling shall be erected on said lot to cost less than \$3,500 based on the Revised Wholesale Price Index for Building Materials (1947-1949 = 100) as of April, 1960, published by the U.S. Department of Labor, Bureau of Labor Statistics. Said minimum cost shall be scaled up or down in accordance with the change in said Index between April, 1960 and the month immediately preceding the date of beginning construction of such dwelling house.

4. Roads. Prior to acceptance by the State, if Owner shall elect to dedicate the roads shown on the plat to the State, road maintenance shall be prorated between the property owner upon a basis fixed annually by Owner but in no event shall such road maintenance charge exceed \$5.00 per year per lot.

WITNESS the following signature and seal:  
\*That agreement between Double E Land & Cattle Company and Gordon H. MacDougal dated 12/20/67 and recorded 1/9/68 in Deed 80 at page 168

DOUBLE E LAND & CATTLE CO.

By: Kenneth M. Eudicott  
President



Attest:

Lawrence C. Eudicott  
Secretary

\*\*acquired by the party of the first part by Deed dated August 20, 1963 from Robert B. Young, Trustee and Judy Y. Flynn, Trustee, of record in said Clerk's Office in Deed Book No. 68, at page 123.

STATE OF VIRGINIA

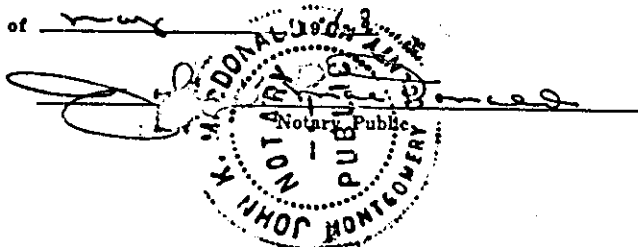
COUNTY OF Montgomery to-wit:

I, a Notary Public in and for the State and County aforesaid, do hereby certify that this day personally appeared before me in my said State and County Kenneth M. Eudicott President of Double E Land & Cattle Co., whose name is signed to the affixed deed date this 31 day of May, 1968, and acknowledged the same.

WITNESS my hand and seal this 31st day of May

My commission expires:

July 1, 1969



## RESTRICTIVE COVENANTS

323

The following covenants, conditions, reservations and restrictions are imposed upon any and all lots included in the future lots sold from the existing subdivision of Double E. Land & Cattle Company (hereinafter called Double E) and any and all lots sold from the land of Gordon H. MacDougall and shall be included either specifically in the deed or by reference to this deed in all subsequent deeds conveying any of said lots, and shall run with the land and be binding upon present and future owners of all said lots.

1. Said lot shall be used only for residential purposes. No business or occupation of any kind, other than the home practice of a physician, dentist or lawyer may at any time be carried on or permitted upon subject lot or lots, except by written consent of Double E, its successors or assigns. Not more than one single family dwelling house shall be erected on said lot at a cost of no less than Six Thousand Dollars (\$6,000.00) or with a floor area of no less than six hundred (600) square feet.
2. No building of an area of less than six hundred (600) square feet or cost of less than Six Thousand Dollars (\$6,000.00) or addition thereto, or any fence or other structure shall be erected without the written approval of Double E, its successors or assigns. Double E, in addition to its other rights hereunder, shall have the right to remove or destroy any building or structure erected in violation of this covenant. Any building completed and maintained over one year shall be conclusively deemed to have been erected with the written approval of Double E, without objection. In cases of single ownership of more than one lot these restrictions shall apply to the parcel owned as a whole. No dwelling, including porches or bay windows attached thereto shall be built within one hundred (100) feet of the front line of any lot or within fifty (50) feet of the front line of any lot fronting the road leading to the two properties nor within twenty-five (25) feet of the outside lines of corner lots nor within twenty-five (25) feet of side lines of an abutting lot in said subdivision adjoining; however, Double E or its successors shall have the right to waive or modify the set back restrictions. Any garages, carports, or carshelters constructed on said lot(s) shall be attached to and be a part of the main structure.
3. An easement over the twenty (20) 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 property, the other property of this subdivision and the MacDougall properties. An easement for ingress and egress sufficiently wide to accommodate one vehicle for riding horses, recreation, walking, maintenance and fire protection is reserved respectively in Double E on its property and in MacDougall in his property over all of the respective properties for the benefit of the respective developers and all other owners of property in the respective subdivisions, said easements to be at points over the property easily convenient for travel without undue interference with the improvements upon the property.
4. Trees and topography shall remain uncut and undisturbed. Excavation or removal of sand or earth and cutting or trimming of trees shall be allowed for beautification or construction purposes only with prior written consent of Double E Land & Cattle Co., its successors or assigns. Open fires are prohibited on any part of the property. Outdoor fireplaces, grills and all chimneys must be provided with fire screens or sufficient design to prevent scattering of sparks or burning embers. Brush burning may be conducted only with prior written permission of 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 connected therewith; and any sewage disposal or water supply system installed by property owners shall be of a type approved or recommended by State or Local Departments of Health. All bathroom and toilet facilities shall be incorporated within the main structure of each lot. Firing of rifles, guns or weapons of any kind is prohibited everywhere on the property except in areas specifically reserved for said use and during hunting season by written permit of Double E.
5. 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 the respective developers, their heirs or successors or assigns shall not be liable for damages or injury resulting.
6. The said lot or lots shall be subject to an annual charge for the construction, repair and maintenance of roads leading to both developments and within any Double E subdivision. The charges shall be payable on the first day of January each year and must be paid within thirty (30) days thereafter, and shall not exceed \$10.00 per year per lot plus a 10% penalty each month after January 30th of each year.
7. In the event that water should be made available from a central system, a tap-on charge and a use charge may be made to users thereof.
8. 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 which relate to the entire developments of both parties hereto in Chapel Magisterial District, Clarke County, Virginia, of the premises hereby conveyed deriving title through Double E Land & Cattle Company and Gordon H. MacDougall, or their successors or assigns, 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, or 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.

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 developments 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 to such proposed changes, alterations, additions to or abrogation, to all the owners of lots of said developments. 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 developments 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.

Provided, also, that the breach of any of the foregoing agreements, covenants or restrictions shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to said land, and any such residential dwelling, or private garage located as above provided, or any part thereof; provided, however, that the breach of either of said conditions 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.

Virginia, Clarke County, SCT.

This instrument of writing was produced to me on the 27th. day of June, 1968, at 2:50 P.M. and with certificate of acknowledgement thereto attached was admitted to record.

Teste: J. M. J. Clerk.