

COPY

AMENDED RESTRICTIONS AND
COVENANTS OF MONT-BEAVER
FARMS

We, the undersigned, being all of the owners of 29 parcels of land known as Mont-Beaver Farms situated in Beaverdam District, Hanover County, Virginia do hereby agree and stipulate that the Restrictive Covenants for Mont-Beaver Farms heretofore recorded in the Clerk's Office, Circuit Court of Hanover County, Virginia shall be amended as follows:

1. The 50-foot roadway, as shown on the plat by William J. Schmidt & Assoc., Engineers and Surveyors, dated February 12, 1972, is dedicated as an easement for ingress and egress for the property owners and the general public, for lawful use of the same, and the future maintenance shall become the mutual obligation of the property owners along said roadway, and the lot holders herein in accepting deed to said lots shall be obligated to dedicate and do hereby dedicate unto the Commonwealth of Virginia said 50 foot road at such time as the Commonwealth is willing to accept the same in its public road system and said dedication is to be made together with necessary easements for ditching and drainage along said road.

2. All easements now of record and to be made of record pertaining to rights of way and public utilities are reserved.

(a) Public Utilities - Easements for necessary public utility installations, including but not limited to power lines, communications and sewerage, and the maintenance thereof, across, over and under the surface of the land hereby conveyed which lies within ten (10) feet of any boundary line thereof is reserved, including the area within 10 feet of the 50 foot right-of-way.

3. No shop, store, factory or business house of any kind, nor hospital, asylum or institution shall be erected in or on any land in Mont-Beaver Farms.

4. Each lot in Mont-Beaver Farms shall be used solely for a single family dwelling and for ancilliary purposes with appropriate outbuildings therefor.

5. Any dwelling or building constructed on any lot in Mont-Beaver Farms shall have an exterior finish of brick, stone, or weather-boarding or wood siding of Grade "B" or better, which woodwork shall be painted or stained.

(a) Exception - Any guest house, servant cottage or dependency building may be constructed of other types of clap board or masonry, provided, however, the outside walls of all such buildings shall be painted or stained, and finished with work performed on such buildings in a workmanlike manner.

6. No building on any lot in Mont-Beaver Farms shall be closer than eighty-five (85) feet to the front property line nor closer than twenty-five (25) feet to any side property line.

7. The main dwelling shall not have less than fourteen hundred (1400) square feet of living floor space, exclusive of garage, porch and basement, and the main dwelling must be constructed prior to, or simultaneously with, the construction of any dependency building.

8. No lot in Mont-Beaver Farms shall be subdivided smaller than five (5) acres. However, a lot may be divided or split so as to be added to an adjoining lot but in no case will a building site be smaller than five (5) acres, and it shall be permissible that adjoining lots be combined or incorporated in one owner and in that event so much of Restriction 6 set out above with reference to building within 25 feet of the said property line shall not be applicable except to the perimeter line of the total incorporated tract.

9. No nuisance of any kind shall be created, maintained or permitted on the property of any landowner in Mont-Beaver Farms and each landowner shall maintain his or her property in a reasonably clean and orderly condition, shall not permit the accumulation of waste, debris or any other unsightly or unpleasant conditions, odors or noises.

10. No sign boards or advertising posters are to be permitted on any land in Mont-Beaver Farms, except signs or notices which may offer the property for rent or sale, or, an appropriate sign to show the name of the owner and/or name for the property of any landowner.

11. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence, either temporary or permanent.

12. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. No rubbish, trash, garbage or any waste shall be kept on any lot, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition in rear yards only. No unlicensed automobiles, trucks or similar vehicles shall be kept on any lot.

13. No fence shall be erected along the road, right-of-way or property line, except those constructed and erected in a neat or orderly fashion or those constructed in a workmanshiplike manner.

14. Each and every covenant and condition herein imposed may be enforced by the grantors or their successors, or by the owner of any lot by appropriate proceeding at law or in equity against any party violating or attempting or threatening to violate the same to prevent or rectify such violation and/or to recover damages therefor.

15. Invalidity of any of these covenants and conditions by court adjudication or otherwise shall in no wise modify, affect, or invalidate any of the other covenants and conditions herein contained, which shall remain in full force and effect.