

BOOK 906 PAGE 615

Restrictive Covenants for Meadowwoods

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Homer W. Kiefer and Virginia S. Kiefer, "OWNERS" of all land within the said Meadowwoods property (as described hereinbelow) do hereby impose the following Restrictive Covenants on all land of the Meadowwoods property, said Restrictive Covenants are to run with the land and burden and benefit the property as herein noted and for the time period herein noted.

1. LAND SUBMITTED: All those certain tracts or parcels of land conveyed to Homer W. Kiefer and Virginia S. Kiefer from V. H. Crowder et ux and John H. Hayes III by deeds dated the 16th day of May, 1994 and recorded in the Washington County Circuit Court Clerk's Office in Deed Book 891, Page 347 and Deed Book 891 Page 289, LESS AND EXCEPT approximately 93.4 acres such exception being marked "NOT SUBMITTED" and more particularly described in exhibit A attached hereto, such submitted land being hereafter referred to as "Meadowwoods".

2. PURPOSE OF USE: Except as herein otherwise specifically provided, (see Section 22 hereof), all property shall be used exclusively for single family residential purposes, and only single family detached dwellings to be built upon said property.

3. DWELLING SIZE: Except as herein otherwise specifically provided (see Section 22 hereof), the single family residents shall have a minimum of 2,000 square feet on the main ground level, of which 1,400 square feet shall be finished living area. All dwellings two stories in height shall also contain a minimum of 1,400 square feet of finished living area.

4. BUILDING SETBACK: ...

---▽---BUILDING SETBACK LINES:---▽---All buildings shall be located no less than 30 feet from the exterior property lines. These requirements may be varied only for good cause shown and in the sole discretion of the "OWNERS".

5. EASEMENTS: Easements are reserved for the use of utilities and drainage as shown on the plat and as required by the applicable zoning authority. Within these easements no structures or other material may be placed which would interfere with the installation or maintenance of utilities or flow of water for drainage. This

the front door opens onto a porch or terrace.

13. COMPLETION OF RESIDENCE: If not otherwise accepted as

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BOOK 906 PAGE 617

complete, a residence is deemed to be complete when it is occupied

14. VACANT PROPERTY: "Meadowwoods" reserves the right to mow and cut grass and weeds upon all the property and remove such, at the expense of the owner of the individual tract, until the owner of the individual tract erects a residence thereon. There is, however, no obligation upon "Meadowwoods" to perform such work.

15. MODULAR, SHELL OR MOBILE RESIDENCES: Residences of (1) a prefabricated nature; (2) a mobile type; or (3) a shell type of which the contractor or distributor completes only the exterior of the residence with the owner to complete the balance, shall not be permitted to be erected on this property.

16. OFF STREET PARKING: Each homeowner shall provide adequate off street parking for all vehicles owned or garaged by residents of the household, and use of the common road for parking is strictly prohibited.

17. FENCES; All fencing whether man made or live plantings, both as to kind, construction and location, must have the approval of the "Owners" prior to its installation or construction. Specifically, no fencing, whether man made or live plantings, shall be built so as to block or obstruct in any way the common road.

18. RADID AND T.V. ANTENNAS AND STORAGE TANKS: Storage tanks and antennas such as satellite dishes or radio transmitters shall be enclosed or screened to blend with the existing residence.

19. EXTERIOR RESIDENTIAL LIGHTING: Each owner of an individual tract shall install, at the time of construction, an outside light of a kind approved by the "Owners". Said light shall be erected at the property line and the common road right of way line adjacent to the driveway or walkway to the residence.

20. ROADS: The roads of "Meadowwoods" are private roads which do not meet Commonwealth of Virginia standards for public use. These roads shall remain private and the individual tract owners shall be required to maintain these roads as provided by paragraph 27. No tract owner shall petition the county to accept these roads into the public system nor shall there be any public school busing, mail delivery or like public services in "Meadowwoods" as it the intent that this be a private community.

BOOK 906 PAGE 618

The use of any portion of any tract for a roadway or access to any property lying outside of the submitted property shall be prohibited, unless prior approval is obtained in writing from the "Owners".

21. GENERAL PROVISIONS:

A. TERM: These covenants shall run with the land and shall be binding upon all parties and to all persons claiming under them for a period of 30 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless such time period be modified by instrument signed by the owners of the majority of the tract of the property in Meadowwoods and recorded, indicating agreement to modify said time periods in whole or in part.

B. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violations or to recover damages and may be brought by any landowner within such "Meadowwoods".

C. SEVERABILITY: Invalidation of any one of these covenants by judgements or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

D. MODIFICATION: Additions to, deletions from or modifications of these Restrictive Covenants may be made at any time upon the approval of at least Six (6) of the individual tract owners in "Meadowwoods". Division of an individual tract as allowed by these restrictive covenants does not create any additional votes for any purpose in the restrictive covenants.

22. EXCEPTIONS:

A. DWELLINGS: The Provisions of sections one (1), two (2), and six (6) shall not apply to permanently built guest houses erected by the owner of said property. If a guest house is constructed, it is subject to the monthly fees as set forth in these covenants. Similarly, the provisions of section one (1), two (2), and six (6) shall not apply to barns or stables erected for

BOOK 906 PAGE 619

the purpose of keeping, housing, or maintaining horses or other animals.

B. ANIMALS OR LIVESTOCK: The provisions of section nine (9) shall not apply to animals or livestock kept on the property for enjoyment or recreational purposes by the owner of the property.

23. ADJOINING PARCELS UNDER ONE OWNERSHIP: In the event that two or more adjoining parcels are owned by 1 person as one residential site, the owner of the parcels shall have one (1) vote per tract owned.

24. INTERPRETATION: In event of disagreement as to interpretation of these covenants, the "Owners" shall rule in writing to the person or persons requesting such interpretation and such interpretation shall be binding.

25. Each owner of an individual tract of property shall be permitted to divide the tract one time and shall not otherwise be permitted to subdivide.

26. Each owner of a tract of property shall be obligated to contribute prorata his share to the costs and maintenance of the entry sign, gate, including electricity expenses and landscaping for the entranceway from Jonesboro Road to Meadowwoods. This shall include the fence, gate, security system, and the security phone system. Any improvements shall require the approval of a majority of those owning a parcel of property. These costs shall be a charge against the real estate and failure to pay shall constitute a lien on the property of the person failing to pay as provided in paragraph 27 below.

27. Each owner of a parcel of property shall contribute on a prorata basis to the repair maintenance, and snow removal of the roadways in "Meadowwoods". Improvements and repairs shall require approval of a majority of the owners and such costs shall be paid within 30 days after a bill for the service has been submitted. If such bill is not paid then any owner may bring an action at law against the defaulting owner and may acquire a lien against the defaulting owners property. Any such lien shall be subordinate to the lien of any previously recorded Deed of Trust. Costs,

BOOK 906 PAGE 620

interest, and reasonable attorney fees shall be added and such defaulting owner shall be liable for these costs.

28. WATER SERVICE: Water service in "Meadowwoods" shall be metered by a main meter located adjacent to Jonesboro Road. Each individual tract owner shall be assessed and obligated their prorata share of the total costs of water service of "Meadowwoods".

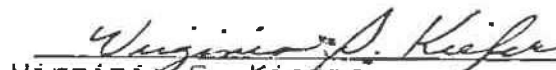
29. The expenses enumerated in paragraphs 26, 27, and 28 of these restrictive covenants shall be assessed to each individual owner of a tract of property in "Meadowwoods." Prior to building a dwelling on any tract an individual owner shall be assessed the sum of \$50.00 per month for these services. After a dwelling is completed on an individual tract of property the property owner shall be assessed the sum of \$100.00 per month per dwelling for these services. The costs of these services shall be adjusted on a yearly basis based upon the prior years experience and as a consequence thereof the monthly assessment shall be increased or decreased.

Should this method of assessment prove to be inequitable then the method of assessment shall be modified as provided in paragraph 21 (D) hereof.

30. All utility lines installed by persons owning individual parcels of land shall be buried and none shall be allowed overhead.

WITNESS the following signatures and seals:


Homer W. Kiefer


Virginia S. Kiefer