

COUNTY OF CAROLINE BOOK 205 PAGE 453
OCTOBER 12, 1973
AMENDED RESTRICTIONS LAKE LAND'OR RESORT DEVELOPMENT
CAROLINE COUNTY VIRGINIA

This CONTRACT is subject to the following restrictive covenants, and the Warranty Deed from SELLER (Grantor) to PURCHASER (Grantee) shall also contain the following restrictive covenants:

1. USE: Said lots shall be used exclusively for residential purposes except those lots that may be designated, subject to rezoning (if any), and zoned as business or commercial areas on the plats by Lake Land'Or, Inc.

2. RESIDENTIAL SINGLE FAMILY, QUALITY: Not more than one single family dwelling house may be erected or constructed on any one lot, nor more than one building for garage or storage purposes and provided further that no building or structure of any kind shall be erected prior to the erection of a dwelling house. If more than one lot is used for construction of a dwelling house, such combined lots shall be considered as one lot for the purpose of these restrictions. No accessory or temporary building shall be used or occupied as living quarters. No structure shall have tar paper, roll brick tiding or similar material on outside walls. No house trailers, campers, tents, shacks, or similar structures shall be erected, moved to or placed upon said premises. All building exteriors must be completed within six months from the date the construction commences.

3. SIZE, SET-BACK: No residence shall have less than 900 square feet of living space on the ground floor, or first floor, exclusive of porch area. All foundations and structural plans for any building or structure must be approved in writing by Lake Land'Or, Inc., its successors or assigns, prior to commencement of construction. Structures shall be located thirty-five (35) feet or more from any street right of way which if fifty (50) feet or greater in width, or sixty (60) feet or more from the center of any street right of way less than fifty (50) feet in width. This shall be known as the "setback line". The minimum lot width at the setback line shall be eighty (80) feet or more. Side. The minimum side yard for each main structure shall be fifteen (15) feet or more and the total width of the two (2) required side yards shall be thirty-five (35) feet or more. Rear. Each main structure shall have a rear yard of thirty-five (35) feet or more. The height limit for dwellings may be increased up to forty-five (45) and up to three (3) stories provided there are two (2) side yards for each permitted use, each of which is fifteen (15) feet or more, plus one (1) foot or more of side yard for each additional foot of building height over thirty-five (35) feet. A public or semipublic building such as a school, church or library may be erected to a height of sixty (60) feet from grade provided that required front, side and rear yards shall increased one (1) foot for each foot in height over thirty-five (35) feet. Church spires, belfreys, cupolas, monuments, water towers, chimneys, flues, flag poles, television antennae and radio aerials are exempt. Parapet walls may be up to four (4) feet above the height of the building on which the walls rest. No accessory building which is within twenty (20) feet of any party lot line shall be more than one (1) story high. All accessory buildings shall be less than the main building in height. Of the two (2) sides of a corner lot the front shall be deemed to be the shortest of the two (2) sides fronting on streets. The side yard on the side facing the side street shall be thirty-five (35) feet or more for both main and accessory building. Each corner lot Shall have a minimum width at the setback line of one hundred twenty-five (125) feet or more.

4. SEWERAGE, WATER SUPPLY: No outside toilet shall be allowed on the premises. No untreated waste shall be permitted to enter into Lake Land'Or. Each dwelling shall have an individual sanitary unit and the owner of said lot shall install a septic type of sewerage treatment plant, or any other type of plant approved by the Caroline County Health Department, unless said lot is located in Section X, where a central sewer system will be installed. If a central sewer system is installed in any other section other than Section X, Purchaser agrees to contribute on a per lot owned basis, the pro rata share therefore and such other connection fees and monthly rates as may therefore be established by the governing

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authority. All sanitary units, disposal Systems and/or drain fields will be installed as designated by the Caroline County Health Department. Any malfunction of any system, after being reported to the lot owner by the Caroline County Board of Health and not repaired within seven (7) days may be cause for termination of water service until such repairs are effected. The owners of all lots in Section X served by the central sewage system will be required to pay a sewer availability charge commencing upon the availability of sewer to serve the lot. It is presently intended that the charges with regard to sewer service to be initially submitted to the State Corporation Commission of Virginia for its approval shall be as follows: Availability charge, Four Dollars (\$4.00) per month commencing upon the availability of sewer to serve the lot; at such time as the owner of a lot has service connected, he shall pay a connection charge of Seven Hundred Eighty-Five Dollars (\$785.00) or such other charges as may be approved by the State Corporation Commission of Virginia; thereafter he shall pay for sewer service at reasonable rates, subject to a minimum monthly charge, all of such rates and charges being subject to the approval of the State Corporation Commission of Virginia. Lot owners shall be required to connect to said sewer service (on lots where such service is provided) before completion of construction of a dwelling on the lot. All building permits must be accompanied by Caroline County Health Department approval. No individual water wells shall be allowed on any residential lot and each resident shall use the water supply, if any, from the utility supplying water to the subdivision.

5. NUISANCE: No noxious or offensive trade or activity shall be permitted on any lot, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood. No animals or fowl shall be kept or maintained on said lot except customary household pets. No signs of any kind shall be displayed on any lot without the written permission of Lake Land'Or, Inc., its successors or assigns. All lots must be kept in a tidy manner. Failure to do so will result in maintenance of said lots by the Property owners Association in which event a proper charge for same will be levied.

6. CAMP LOTS: No vehicle exceeding 30 feet in length may be moved to or placed upon the demised premises unless special exemption is authorized by Lake Land'Or, Inc. Only conventional campers, camper-trailers, or trailers are permitted. No buses, converted buses or such is permitted. No construction whatsoever shall be permitted except barbeque pits, storage bins of approved design, Tent Decks and Chalettes, unless and/or until such time as central water and sewerage is available for service to the lot. All sewage drains will remain sealed for any duration of stay on any Camp lot. Roads in the Camplet area will be all weather gravel roads with forty foot right of ways. The intent and purpose of use of the lot is for exclusive ownership of a private campground.

7. BOAT DOCKS: No boat docks, floats or other structures extending into the lake shall be constructed or placed into or on said lake without prior written approval of Lake Land'Or, Inc., its successors or assigns. Use of the lake shall be in compliance with the rules and regulations of the Lake Land'Or Property Owners Association, Inc.

8. UTILITY EASEMENTS: Lake Land'Or, Inc, for itself, its successors, assigns and licensees reserves a fifteen (15) foot wide easement along all road rights of way and a fifteen (15) foot wide easement along the side and rear lines of each and every lot for the purpose of installing, operating and maintaining utility lines and mains thereon, together with the right to trim and/or cut or remove any trees and/or brush and the right to locate guy wires, braces and anchors wherever necessary for said installations, operations or maintenance; together with the right to install, operate and maintain gas and water mains, sewer lines, culverts, and drainage ditches, and other services and appurtenances thereto, for the convenience of the property owners, reserving the rights of ingress and egress to such areas for

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any of the purposes mentioned above. Exceptions: (1) Where an owner of two or more adjoining lots construct a building which shall cross over or through a common lot line, said common lot line shall not be subject to the aforementioned fifteen (15) foot easement unless it is shown on recorded plats; (2) no easement shall exist on that portion of any waterfront lot running along or abutting the shoreline of Lake Land'Or unless shown on the recorded plats, except, however, Lake Land'Or, Inc., for itself, its successors, assigns, and licensees reserves the right to cause or permit drainage of surface waters over and/or through said lots. Lake Land'Or, Inc., its successors, assigns, or licensees reserves an easement on, over, or under all road rights of way for the purpose of installing, operating, and maintaining the above mentioned utilities and drainage. The owners of said property shall have no cause of action against Lake Land'Or, Inc., its successors, assigns, or licensees either at law or in equity excepting in case of willful negligence, by reason of any damages caused said property in installing, operating, removing or maintaining the above mentioned installations. Lake Land'Or, Inc., its successors or assigns, reserves all mineral rights to the lands hereto.

9. MAINTENANCE FEES, LIMITATIONS ON SALE: Each lot owner in Lake Land'Or Development shall be subject to an annual charge of \$60.00 which he agrees to pay to Lake Land'Or Property Owners Association, Inc., its successors or assigns, annually, on the 1st day of April (as provided in the Code of Regulations of said Association) commencing in the year following the date of the Agreement to Purchase, for the maintenance and upkeep of the roads and various areas reserved for the use of the property owners, irrespective of whether the privileges of using such areas are exercised or not. Grantee agrees that the use of any of the above mentioned areas shall be subject to approval of Grantee, his heirs, executors or assigns, for membership in Lake Land'Or Property Owners Association, Inc., as provided and to comply with the Lake Land'Or Property Owners Association, Inc. By-Laws, and all rules and regulations from time to time promulgated by said Association. Grantee, for himself, his heirs, executors and assigns, further agrees that the charges herein set forth shall be and constitute a debt which may be collected by suit in any court of competent jurisdiction or otherwise; and that upon the conveyance of any part of the land described herein, the purchase thereof and each and every successive owner and/or owners shall from the time of acquiring title covenant and agree, as aforesaid, to pay the Lake Land'Or Property Owners Association, Inc., its successors or assigns, all charges past and/or future as provided in, and in strict accordance with the terms and provisions hereof.

As part of the consideration herein Grantee for himself, his heirs, executors or assigns, agrees that he will not sell, assign or convey to any person, or persons, not approved for membership in Lake Land'Or Property Owners Association, Inc., and all person owning residential lots in said development shall be members of said Association.

10. WATER AVAILABILITY, AND CONNECTION FEES: Grantee for himself, his heirs, executors or assigns, agrees that as a consideration of sale, and as a condition precedent to the installation of water mains adjacent to the lots as herein described and as appears on the map of Lake Land'Or Development, which said mains are to be located by Lake Land'Or, Inc., its successors, assigns, or licensee that the Grantee(s) jointly and severally promise to pay to the Grantor or its assignee a minimum of \$4.00 per month, payable annually in advance, so long as water service is available. Payment thereof for the first year or part thereof shall be due on the first day of the month immediately following the availability of water service to Grantee, his heirs, executors or assigns, whether or not actual water-service connection is then in existence to said Grantee, his heirs, executors or assigns, for the period beginning with said month and ending on March 31st subsequent thereto, and thereafter due and payable in the amount of \$48.00 annually in advance on the first day of April of each year. The foregoing charge

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is for the availability of water service and is not a contribution in aid of construction. The Grantor, Its successors, assigns, or licensees upon receiving a written request and \$195.00 will install a water service connection from the main to the Grantee's lot line.

The aforesaid charges are subject to change by the Public Utilities Commission of Virginia. Exceptions and further explanations pertaining to conditions for water service have been, or will be, recorded in the Office of the Recorder of Caroline County, Virginia, and are hereby incorporated in and expressly made a part of this Agreement by reference.

Charges for water service and for the availability of water service which are not paid within ten (10) days after the first day of the month in which they are due shall be increased by a ten percent (10) overdue charge. Any cost incurred by the Grantor, its successors or assigns, in the collection of the aforesaid charges shall be borne by the Grantee, his heirs, executors or assigns. It is understood and agreed that the above-mentioned considerations if unpaid, shall constitute a lien encumbrance on or against said lot, tract or parcel of lands, which lien shall be equal to and shall participate with other liens as provided by law. With regard to the agreement to pay the Grantor, its successors or assigns, the aforesaid charges, the Grantee, his heirs, executor or assigns and each successive Grantee, authorizes and empowers any attorney at law to appear in any court of record in the State of Virginia, or elsewhere, from time to time and as many times as shall be deemed necessary by Grantor, its successors or assigns, and waive the issuing and service of process and confess a judgment against said Grantee, his heirs, executors, assigns, or successors or successive Grantees, in favor of such Grantor, its successors or assigns, for the amount then due together with costs of suit, with or without declarations, without defalcations and without stays of execution and thereupon release all errors and waive all rights of appeal.

11. **GARBAGE AND TRASH REMOVAL:** No lot shall be used as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary containers, Any incinerator or other equipment for the storage of disposal of such materials should be kept in a clean, sanitary and sightly condition. During the construction of improvements, no trash shall be burned on any lot except in a safe incinerator, and, unless so burned, shall be removed by the lot owner and at lot owner's expense, to a location designated by Lake Land'Or.

12. **COVENANTS RUNNING WITH THE LAND, DURATION OF RESTRICTIONS:** These restrictions shall be considered as covenants, running with the land, and shall bind the Grantees, their heirs, executors, administrators, successors and assigns and if said Grantees their heirs, executors, administrators, successors or assigns, shall violate, or attempt to violate, any of the covenants or restrictions herein contained, it shall be lawful for any person or persons owning any land in the subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such restrictions either to prevent him or them from doing so, or to recover damages for such violation. The restrictions, conditions, covenants or agreements set forth in Paragraph 1,2,3,4,6,8 & 10 shall continue in perpetuity. All other restrictions, covenants, or agreements contained herein shall continue until January 1, 1975, and the same may be thereafter, and from time to time, changed, altered, amended or revoked in whole or in part by the owners of the lots in the subdivision wherever the owners of at least two thirds of the said lots so agree in writing. Any invalidation of any of these covenants or restrictions shall in no way affect any other of the provisions thereof which shall remain in full force and effect.

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LAKE LAND'OR , INC
Ralph C. Gibson, President

ATTEST:

Mack A. Wright, Secretary

State of Virginia
County Of Caroline, to-wit:

I, Dougalyn W. Guthrie, a Notary Public in and for the State of Virginia at large, do certify that Ralph C. Gibson and Mack A. Wright, whose names as President and Secretary, respectively, of Lake Land'Or Incorporated, are signed to the foregoing Amended Restrictions, have each acknowledged the same before me in my county aforesaid.

Given under, my hand this 28th day of September, 1973.

My commission expires July 27, 1975.

Dougalyn W. Guthrie
Notary Public

Virginia: In the Clerk's Office of the Circuit Court Of Caroline County, October 12, 1973. This Amended Restrictions was this day received in said office and, upon the certificate of acknowledgment thereto annexed, admitted to record, at 4:40 o'clock P.M. Taxes Imposed by section 58-51(a) _____ and (b) _____ of the Code have been paid.

Teste: R.S. Campbell, Clerk

A COPY TESTE:
R.S. CAMPBELL, CLERK
By Ray S. Campbell
Deputy Clerk