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Parcel Identification No: 50-54

MEREDITHVILLE ESTATES  
DECLARATION OF  
PROTECTIVE COVENANTS AND AGREEMENTS

THIS DECLARATION OF PROTECTIVE COVENANTS AND AGREEMENTS (the "Covenants") made this 7<sup>th</sup> day of February, 2001, by Sidney J. Brandon, Jr., hereinafter called Developer.

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Article II of this Declaration; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in this community and, to this end, desires to subject the real property described in Article II to the covenants, restrictions, easements and terms, set forth hereinafter, each and all of which is and are for the benefit of the property and each Owner hereof.

WHEREAS, Developer has incorporated Meredithville Estate Homeowners Association, Inc., a Virginia non-stock, non-profit corporation (the "Association") to which he hereby delegates and assigns the duty and power.

1. To maintain, administer and operate the Common Properties;
2. To administer and enforce the Covenants together with other persons or legal entities who now have, or who may subsequently acquire, ownership of the Property or any portion thereof;
3. To collect and disburse the dues and assessments mentioned in the later provisions of the Covenants; and

4. To perform such other acts and duties as may or might be required, necessary or desired, to the end that the value of the Property and the welfare of the owners and their guests will be promoted, protected and maintained.

NOW, THEREFORE, Developer declares that the real property described in Article II, and such additions to this property as may hereafter be made, shall be transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements and terms set forth hereafter.

### ARTICLE I DEFINITIONS

#### Section 1 Definitions of Terms.

The following words, when used in this Declaration or any supplemental declaration (unless the context shall prohibit), shall have the following meaning:

- a) "The properties" shall mean and refer to all land described herein.
- b) "Common Properties" shall mean and refer to those areas of land designated and/or shown on a map of the subdivision of The Properties which are intended to be devoted to the common use and enjoyment of the Owners of The Properties, including specifically, but not limited to, open spaces, roads, drainage easements and all other common areas and/or facilities.
- c) "Original Lot" shall mean and refer to any plot, tract or lot of land shown upon any original recorded subdivision map of The Properties, with the exception of Common Properties defined above.
- d) "Owner" shall mean and refer to the legal or equitable owner, whether one or more persons or entities, holding any Original Lot, whether such ownership be in fee simple or as land contract vendee, and shall not mean or refer to a mortgagee.
- e) "The Association" shall mean and refer to Meredithville Estates Homeowners Association, Inc., a Virginia corporation;
- f) "Legal entities" shall include, but shall not be limited to, corporations, partnerships, Associations, churches, governmental agencies, municipalities,

counties, states, or the United States of America, or any agency or political subdivision of either.

g) "Member" shall refer to those association members as provided in Article III, Sections 1 and 2 of these Covenants.

#### ARTICLE I:

#### A. PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is particularly described as follows:

1. All that certain tract or parcel of land situate and being in Tctare Magisterial District, Brunswick County, Virginia, being shown as Parcels 1 - 9 and 10 - 14 on survey by Susan K. Robinson, LS, dated January 22, 2001, and recorded in the Clerk's Office of the Circuit Court of Brunswick County, Virginia, in Plat Book 194, page 301, being in all respects a portion of the same property conveyed unto Sidney J. Brandon, Jr. by deed of Kathleen A. Poulton, dated April 14, 1997, and recorded in the Clerk's Office aforesaid in Deed Book 304, page 897.

2. All that certain easement, or right of way, 50' in width, designated as "Meredithville Drive" on the above-mentioned plat, to be used as a means of ingress and egress between the property described in paragraph 1 above and Virginia State Route No. 644 known as Grundy Road.

#### B. RESERVATION OF RIGHTS - DEVELOPER

The Developer, his successors and assigns, at any time prior to JULY 1, 2025, shall have the right to include additional land into the scheme of and to subject such lands to the restrictions, provisions, reservations and conditions of these Covenants.

The additional land may be brought under the scheme of the Covenants by the recordation of Supplemental Declarations of Protective Covenants in the Official Records, by the Developer, his successors and assigns.

The Supplemental Declarations may contain such additions or modifications to the Covenants as the Developer, at his sole discretion, shall determine to reflect the different character, if any, of such additional land and shall expressly include the right to locate upon such additional land, townhouses, co-ops, condominiums or time-share facilities.

ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership.

There shall be two classes of membership in the Association. Membership shall be restricted to the Developer, his successors or assigns (the Class "A" Member), and to those persons who purchase, by Contract or by Deed (the Lot Owners), one or more Residential Lots in the subdivision (the Class "B" Members). No person or legal entity having an interest in any Original lot as security for payment of a debt shall be a member of the Association.

Section 2. Voting Rights

Class "A" – the Developer, his successors and assigns shall constitute the sole "Class A Member". He shall have and enjoy 10 votes in the Association matters until January 1, 2004, on which day its Class "A" membership and voting rights in the Association shall terminate. Commencing January 1, 2004, all voting rights in the Association shall be possessed and enjoyed by the Class "B" members as hereinafter provided.

Class "B" – the owners of Residential Lots (excluding the Developer until January 2, 2004) shall constitute the "Class B Members". They shall have and enjoy a total of five (5) votes in all Association matters until January 1, 2004. Commencing on January 1, 2004, the owner or owners, if there be more than one (including the Developer) of each Residential Lot shall be entitled to one vote per lot in all Association matters

Section 3. Proxy Votes.

Proxy votes shall be permitted at any regular or special meeting of the members of the Association. A majority of those members present, in person or by proxy, at any duly called meeting of the membership shall constitute a quorum for the purpose of electing Directors and transacting such other business as may come before the meeting

When more than one person or legal entity holds an ownership interest in any Residential Lot, only one shall be a voting member. The vote for such lot shall be exercised as the Owner's determine, but in no event shall more than one

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vote be cast with respect to any Residential Lot and the Owners of such Lot shall designate the person entitled to vote prior to or at said meeting.

Section 4.

The Developer reserves the right to relinquish control of the Association prior to January 1, 2004, in favor of the Association.

ARTICLE IV  
PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Member's Easements of Enjoyment:

Subject to the provisions of Section 3 of this Article and Section 3 of Article III of the Covenants, each Residential Lot shall include as an appurtenance thereof membership in the Association and the right to use and enjoyment of the Common Properties.

Section 2. Title To and Control Of Common Properties:

The Developer may retain title to and control of the Common Properties, and any part thereof, until, in its' opinion, the Association is able to adequately maintain and operate the same provided, however, the Developer shall convey said Common Properties to the Association and divest itself of all control thereof no later than January 1, 2004. The Developer may at any time delegate and assign such functions, duties and responsibilities to the Association pertaining to the maintenance and operation of the Common Properties, or portions thereof, as the Developer considers appropriate and conducive to the welfare of the community. The conveyance of the Common Properties, including improvements, to the Association shall be made subject to the provisions of the Covenants. Common Properties are for the mutual enjoyment of Owners and are subject to the terms and provisions, conditions and restrictions.

Section 3. Extent of Member's Easements:

The right and easements of enjoyment thereby created are and shall be subject to the following:

a) The right of the Developer and Association, in accordance with its By-Laws and Articles of Incorporation, to borrow money for the purpose of improving the Common Properties and to encumber said properties as security for such indebtedness.

The members' rights and easements in the Common Properties shall be subordinate to any purchase money deed of trust given by the Developer or the Association or any deed of trust given by the Developer or the Association as security for funds borrowed for any improvements to the Common Properties whether or not said Deed of trust be in existence as of the date of this Declaration or is made by the Developer or the Association subsequent to the date hereof.

b) The right of the Association to take such steps as are reasonably necessary to protect the Common Properties against foreclosure.

c) The right of the Association or Developer to levy special assessments or other fees for the use and maintenance of the Common Properties in addition to the annual fees hereinafter provided.

#### ARTICLE V BUILDING AND USE LIMITATIONS

The following restrictions and covenants shall apply to the property described in Article IIA. of this Declaration.

Section 1: All Original Lots shall be limited to residential use in accordance with the following:

a) No building shall be erected, altered, placed or permitted to remain on any Residential Lot other than a private, residential dwelling and private garages or outbuildings incidental thereto

b) Modular or prefabricated houses and double wide mobile homes are allowed if built on a permanent foundation and approved in writing by either Developer or his heirs, successors, or assigns prior to construction.

c) No singlewide mobile homes are allowed.

d) All residential buildings constructed shall have a minimum of one thousand one hundred square feet (1,100) of floor area, exclusive of open porches, patios, attached garages, basements and similar extensions, with a roof pitch of at least 4 x 12.

e) No structure of a temporary character, e.g. mobile home, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a permanent residence, except that temporary structures may be used while permanent structures are being constructed, but in no event shall any temporary structure be used on any lot longer than two years from the date of the start of constructions.

f) All exterior building materials used in the construction of any structure shall be conventional and must be approved by Developer, his heirs, successors or assigns, or Developer's Agent.

g) All residential buildings constructed shall be built with solid foundation walls.

h) The collection or accumulation of trash, garbage, rubbish, or brush must be immediately removed from the premises and all property shall be kept in an orderly and sanitary condition at all times.

i) No sign or any type of advertising device shall be displayed to the public view on any residential lot without the consent of the Developers, other than signs used by a builder to advertise a new home previously unoccupied, or signs advertising the premises for sale.

j) All structures intended for occupancy must be equipped with inside plumbing facilities, and no outside toilet or privy shall be constructed or used on any lot.

k) No animals, livestock or poultry of any kind shall be raised or kept on any lot except dogs, cats or other household pets, provided that they shall not be so maintained for any commercial purposes.

l) All fuel tanks shall be underground or adequately concealed.

m) All sanitary plumbing, septic tanks and disposal of waste shall conform to the minimum requirements of, and be approved by, the Health Department of Brunswick County, Virginia.

n) Only one (1) residential dwelling shall be erected on any single Original Lot, and no Original Lot shall be subdivided into two (2) or more lots.

o) One (1) residential dwelling may be erected on two (2) or more Original Lots.

p) No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done on any Lot which may become an annoyance or nuisance to the neighborhood.

q) All residential buildings must be completed within six (6) months after starting, or owner must get written approval of delays from the other property owners.

r) No outside toilet shall be constructed on any lot

s) No residence shall be occupied until the same has been substantially completed in accordance with its plans and specifications.

t) No stripped-down, partially wrecked, or junked motor vehicle, or sizeable part thereof, shall be permitted to be parked on any street in the subdivision or on any lot in such a manner as to be visible to the occupants of other lots within the subdivision or to the users of any street therein.

u) The invalidation of any one of the covenants, conditions or restrictions, or any part hereof, by judgment or Court order or otherwise, shall in no way affect any of the other covenants, conditions, or restrictions, which shall remain in full force and effect.

#### Section 2. Variance.

The purpose of the foregoing Building and Use Limitations is to insure the use of the properties for attractive residential uses, to prevent nuisances, to prevent impairment of the attractiveness of the property, to maintain the desirability of the community and thereby secure to each Owner the full benefits and enjoyments to his residence with no greater restrictions upon the free and undisturbed use of his property than are necessary to insure the same advantages



to the other Owners. Any reasonable change, modification or addition to the foregoing shall be considered by the Developer and, if so approved, will then be submitted in writing to the affected property owners; and, if so consented to in writing by the affected property owners, shall be recorded and upon recordation shall be as binding as the original covenants.

#### ARTICLE VI UTILITY EASEMENTS

Easements are reserved unto the Developer for the purpose of conveying to public utility companies the necessary easements along and within the front line, rear line and side lines of all Original Lots in the subdivision, for the construction and perpetual maintenance of conduits, telephone lines, electrical lines, buried cables and buried wires and for other public and quasi-public utilities; for drainage; and to trim any trees which at any time may interfere and threaten to interfere with the maintenance of such lines. Such easements are also reserved to the Developer for the purpose of providing a means of ingress and egress from and across said premises to employees of said utility companies

#### ARTICLE VII STREETS WITHIN THE SUBDIVISION

The Developer has constructed the street in the subdivision shown on the plat mentioned in Article II above.

THE DEVELOPER HEREBY GIVES NOTICE AS REQUIRED BY THE SUBDIVISION ORDINANCE OF BRUNSWICK COUNTY, VIRGINIA, THAT HE DOES NOT INTEND TO CONSTRUCT, REPAIR OR MAINTAIN THE STREET ACCORDING TO THE STANDARD OF SPECIFICATIONS OF THE STATE DEPARTMENT OF TRANSPORTATION FOR THE COMMONWEALTH OF VIRGINIA AND NO LOCAL OR STATE GOVERNMENTAL AGENCY WILL BE RESPONSIBLE FOR THE DEVELOPMENT, CONSTRUCTION, REPAIR OR MAINTENANCE OF SAID STREET. THE LOT OWNERS SHALL HOLD ALL LOCAL AGENCIES HARMLESS FROM ALL LIABILITY OR EXPENSE CONCERNING ROAD STANDARDS AND MAINTENANCE WITH THE ABOVE SUBDIVISION, AND THIS A COVNETAT WHICH RUNS WITH THE LAND.

The street as shown on the plat has a minimum dedicated right of way of fifty (50) feet in width. It has been constructed and affords legal and physical access by conventional vehicular and pedestrian traffic to each of the Lots.

Section 2. Ownership and Maintenance:

The streets are owned and will be maintained by the Developer until January 1, 2004, or until such earlier date when, in the opinion of the Developer, the Association is sufficiently established and is capable of assuming maintenance responsibility for the streets. On that date, or January 1, 2004, whichever first occurs, the streets shall be conveyed, by recorded deed, to the Association which will assume all future maintenance responsibility.

The annual assessment or such portion thereof as the Developer deems necessary and proper, shall be paid to him by the Association to defray the maintenance cost of the streets until the sole maintenance is transferred to the Association.

ARTICLE VIII  
COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien.

Subject to the later provisions of this Article, an annual assessment (the "Assessment") is hereby established and levied on each Original Lot. The assessment is hereby made, and shall remain a continuing lien on the Original Lot. In addition, the Assessment shall remain the personal obligation, jointly and severally, of the owners, their successors and assigns.

To the extent not prohibited by applicable law, the lien of, and the personal obligation to pay, the Assessment shall include:

- a) the principal amount thereof;
- b) interest at ten percent (10%) per annum from and after the due date (hereinafter defined) thereof;
- c) a late payment charge of 50% of the principal amount of the Assessment if it is not paid within thirty (30) days after its due date;
- d) all court costs incurred in the collection of any unpaid Assessment (principal, interest and penalty); and

e) attorney's fees of 33-1/3% of the total amount of the Assessment, including principal, interest and penalty.

Section 2. Purpose of the Assessment.

The Assessment shall be used by the Association to maintain, renovate, improve, operate and administer the roads and easements within the subdivision. The covenant of maintenance herein contained shall be deemed to mean that the street within the subdivision shall be maintained to reasonably and seasonably afford access to each Lot in the subdivision by conventional motor vehicles.

Section 3. Amount of Annual Assessment - Due Date.

The annual Assessment shall be \$125 00, and shall be due and payable, in advance, on April 1, 2001 and thereafter on April 1 of each succeeding year (the Due Date). The Assessment shall not be prorated for any portion of the year.

ARTICLE IX  
GENERAL PROVISIONS

Section 1. Duration.

The Covenants and Restrictions of this Declaration shall run with and bind the land and shall insure the benefit of and be enforceable by Developer, his duly authorized agent or successor in title, the Owner of any land subject to this Declaration, his legal representatives, heirs, successors and assigns.

Section 2. Notices.

Any notice required to be sent to any Owner under the provisions of this Declaration, or any amendments or additions shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as an Owner on the records of Developer at the time of such mailing.

Section 3. Enforcement.

Enforcement of these Covenants and Restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to

recover damages, and to enforce any lien created by these covenants against the land; and failure by Developer or Owner to enforce any Covenants or Restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability.

Invalidation of any of these Covenants and Restrictions by judgment or Court order shall in no ways affect any other provision which shall remain in full force and effect.

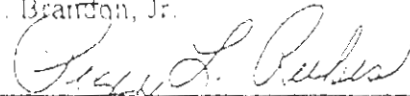
IN TESTIMONY WHEREOF, the said Sidney J. Brandon, Jr., hereinabove referred to as Developer, has affixed his signature and seal, binding his heirs, executors, administrators, successors and/or assigns.

WITNESS the following signature and seal:

 (SEAL)  
SIDNEY J. BRANDON, JR.

STATE OF Virginia  
City/County of Brunswick, to-wit:

The foregoing was acknowledged before me this 27th day of February, 2001, by Sidney J. Brandon, Jr.

  
Notary Public

My commission expires: October 31, 2003

For Map, See Plat Book  
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INSTRUMENT #01000041.  
RECORDED IN THE CLERK'S OFFICE OF  
BRUNSWICK COUNTY ON  
MARCH 1, 2001 AT 09:30AM  
V EARL STANLEY, JR., CLERK

BY:  (CC)