

Map: 27- 223-A and 225-B

**THIS DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS** dated the 31st day of March, 2005 by Ronald L. Mihills and Cheryl S. Mihills.

### STATEMENTS

- A. Ronald L. Mihills and Cheryl S. Mihills, are the owners of Lots 223-A and Lot 225-B as shown on that Plat of survey entitled "Lot Line Revision Survey for Ronald L. Mihills, Cheryl S. Mihills and Brent O. Mihills" dated October 31, 2003, revised 12/3/02, 2/18/03, 11/5/03, 11/14/03, 3/22/04 and 5/24/04 and 1/18/05 made by Land Data PC (certified by William W. Thompsen, Land Surveyor), a copy of the plat of survey being duly recorded in the Clerk's Office of the Circuit Court of Lancaster County, Virginia in Plat Cabinet 7 at page 93C (the "Plat"), reference to which plat of survey is hereby expressly made; and
- B. The parties hereto desire to subject such Lots 223-A and 225-B as shown on the Plat to certain covenants, easements and restrictions as are herein contained, except as otherwise provided herein.

### WITNESSETH

In consideration of the premises, the parties agree the easements, protective covenants and conditions contained herein shall run with Lots 223-A and 225-B to the extent and as provided herein and shall be binding on all parties having or acquiring any right, title or interest in such lots or any part thereof and shall inure to the benefit of each owner thereof. These covenants shall not apply by implication or otherwise to Lots 223, 225 and 225-A as shown on the aforesaid Plat

1. Lots 223-A and 225-B (the "Lots") shall be used for residential purposes only and

shall be limited to one single family main residence and such other outbuildings (to include a guest house/studio and stand-alone garage) as are normally associated therewith. The use of a portion of a dwelling on the Lots as an office by the owner or tenants thereof shall be considered a residential use if such use does not create customer or client traffic to and from the Lot. Accessory buildings may not be constructed prior to the beginning of construction of the main residence. Once construction begins on any structure, the entire construction must be completed within 12 months thereafter, unless delays are due to acts of God. The main residences on Lots 223-A and 225-B shall contain a minimum of 2000 square feet of living area; living area shall not include unfinished basements, garages, carports, open or screened porches or decks.

2. Only generally recognized house or yard pets may be kept and maintained provided such pets are not kept or maintained for commercial purposes. No pets may be kept on a Lot until a residence is completed thereon. Any pets must be kept under control of the owner and must not become a nuisance to other residents.
3. The Lots shall be kept and maintained in a neat and orderly appearance and condition, including periodic cutting of grass as needed. All trash and garbage shall be kept from public view.
4. All driveways leading from the 30' right of way must use concrete culverts of sufficient diameter to meet the Virginia Department of Highways and Transportation's standards. Any damage to 30' right of way or shoulders shall be repaired by the owner who (or whose guests or invitees or agents) caused the damage.
5. No house trailers or mobile homes or motor homes or trailered boats (unless such trailered boats are not within public view from other lots or from the 30' R/W) may be placed on the Lots. No unfinished exterior cinder block construction shall be permitted.
6. The Lots may not be further subdivided except in the case of an entire Lot being

merged with an adjoining Lot. Provided however, the common lot lines between Lot 225-A and Lot 225-B as shown on the Plat may be adjusted at any time and from time to time by the owners of such Lots.

7. No part of any Lot or improvement thereof shall be used in any manner (other as permitted herein) which will create a nuisance.

8. Utility and other easements are reserved as set forth and shown on the Plat and/or as provided herein, all for the installation, construction, repair, replacement, maintenance and operation of utilities, drainage areas, water systems and/or related facilities. Ronald L. Mihills and Cheryl S. Mihills for themselves and for their successors and assigns reserve the right to assign and/or convey such easements or interests therein, in whole or in part, to utility companies, the Commonwealth of Virginia or the Town of Irvington. Drainage easements are reserved along the existing ditches on the western and eastern side of the 30' right of way shown on the Plat. to allow drainage of surface water. Ronald L. Mihills and Cheryl S. Mihills for themselves and for their successors and assigns reserve unto themselves and their heirs, successors and/or assigns, a perpetual, appurtenant easement for ingress, egress, utilities and all other lawful purposes over, upon, across and under the 30' right of way as shown on the Plat as "Existing 30' R/W" between Lot 225-B as shown on the Plat and Rte. 781("York Road"), such right of way to be used in common with all others legally entitled to use the same.

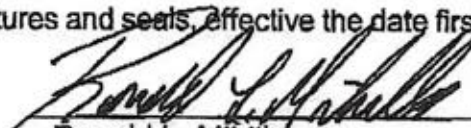
9. The 30' right of way shown on the Plat shall remain a private road. The 30' right of way shown on the Plat shall not be taken into the state highway system without the express written consent of all Lot owners.

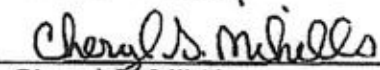
10. The owners of Lots 223-A and 225-B shall be responsible for and agree to pay their prorata share of the reasonable costs of reasonable maintenance and repair to and snow removal from the 30' right of way; provided however, the owners of a Lot shall not be required to contribute to such road maintenance until they begin construction on the Lot.

If a separate written road maintenance agreement is entered into by the owners of Lots 223-A, and 223-B and/or between any other Lots as shown on the Plat , it will supercede the provisions of this paragraph 10 upon such agreement becoming effective.

11. The owners of Lots 223-A and 225-B desire that the 25' set-back on the eastern side of Lot 223-A and which is adjacent to and on the western side of the 30' right of way as shown on the Plat, be a buffer zone and remain in a natural state without improvements and to that end the owners of Lot 223-A may not (without the consent of the owners of Lot 225-B, which will not unreasonably withheld) cut any living trees in excess of 9" in diameter within such 25' set-back as shown on the Plat, unless and only to the extent that such is necessary to: install and/or maintain the easements reserved herein and/or to remove dangerous trees or limbs. No improvements made be made within such 25' set-back. If any improvements on Lot 223-A are or may be visible from the 30' right of way, the owners of such Lot 223-A will strive to insure that any such improvements will not be offensive in design and/or color to the owners of Lot 225-B.

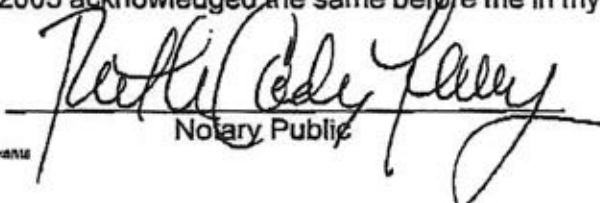
**WITNESS** the following signatures and seals, effective the date first above written.

 (SEAL)  
Ronald L. Mihills

 (SEAL)  
Cheryl S. Mihills

COMMONWEALTH OF VIRGINIA  
COUNTY OF LANCASTER, to-wit:

I, Ruth Cady Terry, a Notary Public in and for the jurisdiction aforesaid, whose commission expires on the 31st day of March, 2007, do certify that Ronald L. Mihills and Cheryl S. Mihills, whose names are signed to the foregoing instrument bearing date the 31st day of March, 2005 have this 31st day of March, 2005 acknowledged the same before me in my jurisdiction aforesaid.

  
Notary Public

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