

**TAX MAP 11-(1), PARCELS 15, 15A, 15B,
15C, 15D, 15E, 15F**

**Prepared by & return to:
Matson C. Terry, II, Esq., VSB #15296
P. O. Box 340
Irvington, Virginia 22480**

AMENDED DECLARATION

THIS AMENDED DECLARATION, Made this 24th day of July, 2020, by W. GREIG SAVILLE, hereinafter referred to as "Declarant", (Grantor & Grantee for purposes of recordation).

WITNESSETH:

THAT, WHEREAS, Declarant is seised and possessed of a certain tract of land containing, in the aggregate, approximately 76.1635 acres, situate, lying and being in Heathsville Magisterial District, Northumberland County, Virginia, consisting of seven lots as shown on a certain plat of survey entitled, "Subdivision Plat Showing Walnut Point Estates", dated December 3, 2012, made by Edward G. Holsinger, Land Surveyor, a copy of which plat of survey is recorded in the Clerk's Office of the Circuit Court of Northumberland County, Virginia, at _____, and, by this reference, is expressly made a part hereof; and

WHEREAS, as allowed under section 18 of the Declaration, Declarant wishes to amend the restrictions, conditions, agreements and easements on the said subdivision to protect and enhance the natural beauty and privacy of the subject real estate;

NOW, THEREFORE, Declarant states that the hereinabove described real estate shall be held and conveyed subject to the following restrictions, conditions, agreements and easements which shall be appurtenant to and run with the above-described real estate:

I. RESTRICTIONS:

1. The name of the subdivision shall be the "Walnut Point Estates".
2. No lot may be further subdivided provided, however, that adjacent lots may be combined to form one larger lot and adjacent property owners shall be permitted to relocate property lines by deed provided that no lot or parcel of land is less than the minimum acreage required by the Northumberland County Zoning Ordinance.
3. Each lot shall be used for residential purposes only and no structure shall be erected, placed or permitted thereon other than one detached single family dwelling and the usual outbuildings, including, without limitation, a garage and/or guest house. It is expressly understood and agreed that short term rentals such as bed and breakfast operations are permitted. All outbuildings shall conform generally in appearance to the principal structure, and any guest residence shall contain a minimum of 1,200 square feet of living area altogether, exclusive of porches, patios, garages, carports, verandas and basements. Each single floor dwelling shall contain no less than 1,600 square feet of living area, exclusive of porches, patios, garages, carports, verandas and basements. Each two or more story dwelling shall have a minimum of 1,600 square feet of living area on the ground floor, exclusive of porches, patios, garages, carports, verandas and basements. All principal residences and all guest residences shall have no less than a 5/12 roof pitch. All principal structures shall be placed on an enclosed foundation consisting of parged block, brick or poured concrete.
4. All exterior construction of any structure must be completed and closed in within 12 months of the commencement of construction. Further, The construction of a principal residence must be begun within 36 months of the completion of a guest house on the same parcel.
5. No house trailer, double wide trailer, camper or mobile home shall be permitted as

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a permanent or temporary residence.

6. No animals or fowl, other than dogs, cats or other household pets, shall be kept on said property.

7. No commercial activity which involves commercial traffic of customers or deliveries or both shall be conducted on any Lot, PROVIDED, HOWEVER, that as set forth in section 3, above, short term rentals are allowed.

8. No motor vehicle without a current state inspection and license shall be permitted to remain on any lot unless located within a garage or other enclosure.

9. No fence or wall exceeding six (6) feet in height shall be placed, erected or permitted to remain on any Lot.

10. All utility lines and service shall be underground.

11. All buildings and structures, except fences, shall be a minimum of ten (10) feet from all side lines.

12. No camping shall be allowed on this property, in addition, no temporary structure, such as a tent, motor home or camper, shall be occupied as a residence on any Lot.

13. All Lots not being farmed shall be kept mowed and free of trash.

14. No noxious or offensive activity shall be allowed on any Lot.

15. No hunting or target shooting shall be permitted anywhere in Walnut Point Estates.

16. Until such time as the Developer has sold all of the Lots in Walnut Point Estates, the Developer reserves the right in the Developer and in business invitees, including but not limited to real estate agents, to use the "Existing Gravel Lane" as shown on the aforesaid plat of survey.

II. EASEMENTS:

1. Utility easements.

Declarant reserves a 15 foot utility easement as shown on that certain plat entitled, "Plat Showing Driveways Straddling Lot Lines Between Lots 1 and 2, Lots 3 and 4, and Lots 6 and 7 and Showing New 15' Utility Easement Across Lot 6 Walnut Point Estates" dated June 15, 2020, made by Edward G. Holsinger, Land Surveyor, a copy of which plat is attached hereto, recorded herewith, and made a part hereof by this reference (the "2020 Holsinger plat"); and further reserves the right to grant easements to utility companies within the aforesaid utility easement. All transformer boxes shall be located within the utility easements.

2. Driveway easements.

The following perpetual, appurtenant, non-exclusive easements of right of way for ingress and egress, as shown on the 2020 Holsinger plat are hereby created:

- a. For the benefit of Lot 1 and Lot 2, the driveway described as "Driveway Straddles Lot Lines between Lot 1 and Lot 2";
- b. For the benefit of Lot 3 and Lot 4, the driveway described as "Driveway Straddles Lot Lines between Lot 3 and Lot 4";
- c. For the benefit of Lot 6 and Lot 7, the driveway described as "Driveway Straddles Lot Lines between Lot 6 and Lot 7".

The driveways shall be maintained at the expense of the owners of the lots which the driveways serve. The driveways shall be maintained as gravel drives unless and until the lot owners served by the driveways agree to upgrade them. As used herein, "maintenance" shall include snow removal, ditching, grading and whatever other steps necessary to keep the driveways passable for the lot owners, their guests and invitees and emergency service vehicles.

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III. WAIVERS AND AMENDMENTS

1. Until such time as the Developer has sold all of the Lots in Walnut Point Estates, the Developer reserves the right to amend this Declaration by written instrument recorded in the aforesaid Clerk's Office, and to grant waivers of the requirements under this Declaration. After all Lots in Walnut Point Estates have been sold, this Declaration may be amended by a written instrument executed by a majority of the owners of the Lots in Walnut Point Estates and recorded in the Clerk's Office aforesaid.

2. Voiding of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions herein which shall remain in full force and effect. Failure to enforce any provision herein contained shall in no way be deemed a waiver of the right to do so hereafter. Each owner of a lot in the subdivision, as well as the Declarant, or either of them, shall have the right to enforce these covenants as aforesaid; and, in addition to all other remedies, any party who obtains a judgment or court order enforcing the covenants shall be entitled to collect court costs and reasonable attorney's fees from the party found to have violated these covenants.

Witness the following signature and seal:

_____(SEAL)
W. Greig Saville

COMMONWEALTH OF VIRGINIA,

COUNTY OF LANCASTER, to-wit:

The undersigned, a Notary Public in and for the jurisdiction aforesaid, whose commission expires on the 31st day of May, 2021, does certify that W. Greig Saville, whose name is signed to the foregoing instrument bearing date the ____ day of July, 2020, has this day acknowledged the same before me in my jurisdiction aforesaid.