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This Document Prepared By:
Ronald W. Denney VSB #15638
FRANKLIN, DENNEY, WARD & DRYER, PLC
129 N. Wayne Avenue, Waynesboro, Virginia

THIS DEED OF RESTRICTIVE COVENANTS, dated March 19, 2015 by and between William B. GARVEY and Peggy S. GARVEY, husband and wife; Michael F. GARVEY and Elizabeth T. GARVEY, husband and wife; Elizabeth T. GARVEY, Custodian for Benjamin Henry GARVEY; James Henry TEAM; Jill Sharlena MINASI; and Michael F. GARVEY, Custodian for John Michael GARVEY, named as parties herein, both Grantors and Grantees, 570 Cattle Scales Road, Waynesboro, Virginia 22980.

*****RECITALS*****

WHEREAS, the parties hereto are the current owners of certain lots more specifically listed and identified by name and property ownership on Exhibit A attached hereto; and

WHEREAS, the parties want to provide for the protection and the enhancement of the value and desirability of the lots; and

WHEREAS, they have agreed to bind the ownership and the use of the lots by the restrictive covenants as set forth herein.

NOW, THEREFORE, the parties hereto do hereby GRANT, ESTABLISH and CONVEY to each other mutual nonexclusive rights, privileges and responsibilities as set forth herein. The restrictive covenants shall run with the land and be binding upon all persons or entities who have or acquire any right, title or interest in all or any of the lots, and shall inure to the benefit of all such persons and entities. The restrictive covenants are stated as follows:

1. The lots shall be used for residential purposes only. Only one single family residence, exclusive of a garage or other outbuilding, may be erected.
2. All houses are required to have brick or stone veneer finish on foundations (below 1st floor) and/or retaining walls. No dwelling or outbuilding shall have stucco or concrete block aggregate exterior.

3. No house shall be permitted with an above ground living area less than 1,800 square feet for a one story residence and no less than 2000 square feet for a 2 story residence, exclusive of basements, porches and garages.

4. Minimum set-back requirements from property lines:

Front: 75 feet

Side: 30 feet

Rear: 20 feet

5. All utilities shall be installed underground. An easement is reserved for installation of utilities and drainage within 10 feet of all boundary lines.

6. All building plans must be approved by Michael F Garvey, or his Assignee, for any house or accessory building prior to commencement of any construction.

7. House trailers and/or mobile homes are prohibited on any portion of the land. No semi-tractors and/or trailers are permitted. No wrecked or unlicensed vehicles shall be stored on property within sight of roads or neighbors.

8. These covenants may be amended in whole or in part by a recorded instrument bearing the signatures of seventy-five percent (75%) of the owners of the lots that are a party to this deed with each lot having one vote.

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Ronald W. Denney VSB #15638
FRANKLIN, DENNEY, WARD & DRYER, PLC
129 N. Wayne Avenue, Waynesboro, Virginia

THIS DEED OF EASEMENT AND ROAD MAINTENANCE AGREEMENT, dated March 19, 2015 by and between William B. GARVEY and Peggy S. GARVEY, husband and wife; Michael F. GARVEY and Elizabeth T. GARVEY, husband and wife; Elizabeth T. GARVEY, Custodian for Benjamin Henry GARVEY; James Henry TEAM; Jill Sharlena MINASI; and Michael F. GARVEY, Custodian for John Michael GARVEY, herein called "the Parties", both Grantors and Grantees, 570 Cattle Scales Road, Waynesboro, Virginia 22980.

****RECITALS****

WHEREAS, the Parties are the owners of the lots listed on Exhibit A attached hereto ("the Lots"); and

WHEREAS, the Lots share a common easement referred to as Bent Creek Lane which leads to Cattle Scales Road (State Route 828); and

WHEREAS, the Parties wish to modify the previous easement as shown on the plat entitled "Minor Subdivision Tax Map 58-117 and 117D, Garvey Land, Wayne District, Augusta County, Virginia" dated August 9, 2006 prepared by Tom Shumate, Surveyor, of record in Augusta County Circuit Court Clerk's Office as Instrument Number 060016827; and

WHEREAS, the Parties hereto wish to revise the easement to be as shown on "Plat Showing Easement Revision, Garvey Lands, Wayne District, Augusta County, Virginia" dated January 2, 2014 prepared by Tom Shumate, Surveyor ("the Easement Revision Plat"), attached hereto and made a part of this deed.

NOW, THEREFORE, that for and in consideration of the mutual benefits as stated herein, the Parties hereto GRANT and CONVEY to each other a fifty (50') foot easement for ingress, egress and installation and maintenance of utilities from the northern side of the cul-de-sac with a forty foot (40') radius leading to Cattle Scales Road (Route 828). All Parties to this deed are entitled to the use and subject to the responsibilities stated herein for the cul-de-sac and fifty (50) foot easement referenced on the Easement Revision Plat as Bent Creek Lane.

The Parties agree to the following rights and responsibilities as to the joint maintenance and repair of Bent Creek Lane defined as the fifty (50') foot easement and cul-de-sac as shown on the Easement Revision Plat:

1. To maintain the easement in its present condition and to share equally in any expense to repair and/or maintain the road.
2. The terms "maintenance" and "repair" shall include but not be limited to repairing the road surface, adding stone, clearing obstructions, grading or scraping the road as necessary, cleaning or recutting ditches as necessary, trimming brush along the roadside, removing snow, unplugging or opening culverts or drainpipes and performing any and all necessary work required to maintain the road in a condition that would allow for reasonable or safe access of standard passenger vehicles.
3. Each lot subject to this agreement shall pay an equal portion of said costs.
4. Lot owners shall be responsible for mowing to the edge of the established road surface as to the common boundary with their property.
5. All decisions for maintenance or repair as defined herein shall be made by two-thirds majority vote of the Lots described herein, each lot having one vote.

The Parties hereto hereby GRANT and CONVEY to each other the rights necessary to void the existing easement as shown on the Easement Revision Plat and to create the new thirty (30') foot easement for ingress, egress and installation and maintenance of utilities for the benefit of Tax Map Parcel 58-117V, Tax Map 58-117R, Tax Map Parcel 117N and Tax Map Parcel 117P. Said lots shall be solely responsible for the repair and maintenance of the revised thirty (30') foot easement to its intersection with the northern boundary of the cul-de-sac of the fifty (50') foot easement known as Bent Creek Lane. The revised thirty (30') foot easement is presently unimproved. Any of the lots entitled to its use is entitled (but not required) to improve it. When the easement is improved, the duty for repair and maintenance is shared equally. However, if Tax Map Parcel 117N or Tax Map Parcel 117P elects to access the lot from the cul-de-sac and not from the thirty (30') foot easement, then they are not required to share in the repair and maintenance of said easement.

The rights and responsibilities defined herein shall run with the land described herein and owned by the Parties hereto and shall be binding on the heirs, personal representatives, successors, and assigns of the Parties hereto.