

Mailed - Clarke, Clarke & Burke, atty's. 1/27/88

BOOK 278 PAGE 50

DECLARATION OF AMENDMENT TO RESTRICTIVE COVENANTS

THIS DECLARATION OF AMENDMENT, Made this 20th day of December, 1987, by ROBERT B. BRAGG, III, and BARBARA M. BRAGG and KATHRYN D. FOX.

WHEREAS, by a declaration dated July 7, 1987, by Robert B. Bragg, III and Barbara M. Bragg duly recorded in the Clerk's Office of the Circuit Court of Lancaster County, Virginia, in Deed Book 273 at Page 17, Robert B. Bragg, III and Barbara M. Bragg ("Bragg") set forth certain restrictive covenants ("the restrictive covenants") for the property known as "West View" as shown on a certain plat of survey entitled "West View" dated May 11, 1987, made By Tomlin & Keyser, P.C., recorded in the Clerk's Office aforesaid in Deed Book 271, at Page 555, and

WHEREAS, it has come to Bragg's attention that paragraph #13 of the restrictive covenants may in the future create undue problems for the various owners of the property shown on the plat of survey.

WHEREAS, Kathryn D. Fox has purchased Lot #1 of the property shown on the aforesaid plat of survey.

WHEREAS, Bragg now desires to amend paragraph #13 of the restrictive covenants to eliminate the possibility of future undue problems to the various owners of the property shown on the aforesaid plat of survey; and

WHEREAS, Kathryn D. Fox has no objection to the amendment;
and

NOW, THEREFORE, WITNESSETH:

Bragg does hereby expressly declare that paragraph #13 of the restrictive covenants shall be amended to read as follows:

13. Easements for the installation and maintenance of utilities and drainage facilities are expressly reserved as shown on the aforesaid plat of survey.

Except as modified herein, paragraph #13 and all other paragraphs of the restrictive covenants shall remain in full force and effect.

[Signature] (SEAL)
ROBERT B. BRAGG, III

[Signature] (SEAL)
BARBARA M. BRAGG

[Signature] (SEAL)
KATHRYN D. FOX

STATE OF VIRGINIA
COUNTY OF LANCASTER, to-wit:

The foregoing was acknowledged before me on this 11th day of ~~January~~ December, 1987 by Robert B. Bragg, III.

My commission expires: Oct 4, 1989

[Signature]
Notary Public

STATE OF VIRGINIA
COUNTY OF LANCASTER, to-wit:

The foregoing was acknowledged before me on this 11th day of ~~December~~, 1987, by Barbara M. Bragg.

My commission expires: Oct 1, 1989
E. O. O'Connell B. Mayor
Notary Public

STATE OF VIRGINIA
COUNTY OF LANCASTER, to-wit:

The foregoing was acknowledged before me on this 20th day of December, 1987, by Kathryn D. Fox.

My commission expires: May 28, 1988
Barbara H. Bragg
Notary Public

VIRGINIA, to-wit:

In the Clerk's Office of the Circuit Court of Lancaster County, the 11th day of January, 1988, the foregoing was acknowledged and certified on next, admitted to record at 4:50 o'clock, P.M.

Teste:
Roberta H. Lewis, ~~Clerk~~ - Dep. Clerk

West View Covenants

Book 273 Page 17

DECLARATION

THIS DECLARATION, MADE THIS 7TH DAY OF July, 1987, by ROBERT B. BRAGG, III, and BARBARA M. BRAGG, husband and wife, hereinafter referred to as the "OWNER".

WHEREAS, the owner desires to impose certain covenants, reservations, restrictions, and conditions on the lots designated as Lots #1-14, inclusive, as the same are set forth and shown on a certain plat of survey entitled "West View" dated May 11, 1987, made by Tomlin & Keyser, P.C., duly recorded in the Clerk's Office of the Circuit Court of Lancaster County, Virginia, in Deed Book 271, at page 553, reference to which plat of survey is hereby expressly made.

NOW, THEREFORE, WITNESSETH:

The owner hereby declares that lots #1-14 inclusive (hereinafter referred to as "residential lots") as shown on the aforesaid plat of survey shall be transferred, sold, conveyed and occupied subject to the following covenants, restrictions, and conditions, to-wit:

1. All residential lots shall be used for residential purposes. No business, trade, profession or other enterprise which entails the coming and going of customers, patients, clients, or patrons shall be conducted on any lot. No residential lot shall be resubdivided; except that a residential lot may be resubdivided if the resubdivision shall result in the increase in size of the adjoining lots (viz. a residential lot may be divided into smaller lots upon the condition that the smaller lots shall be added to adjoining lots). No resubdivided lot shall be further subdivided.

2. No structures shall be erected on the residential lots other than the following: (a) One detached single family dwelling with the following living area (i) one story having 1,800 square feet minimum, (ii) a story and one-half having 2,000 square feet minimum, (iii) two story having 2,200 square feet minimum; (b) the total living area of any detached single family dwelling shall be exclusive of open porches, closed porches, garages, carports and basements; (c) one garage not to exceed a three car capacity; (d) one guest house containing not less than 600 square feet of living space nor more than 1,000 square feet of living space used exclusively for extending the lodging accommodations for the property owners' family or guests; other necessary outbuildings, not to be used for human habitation either temporarily or permanently. The square footage requirement for living area may be reduced by 200 square feet, if and

in the opinion of the Architectural Committee, an attached garage, porch or carport adds enough size to the house, so that it will be compatible with other houses in West View.

3. No public nuisance shall be committed or carried on upon any residential lot or in any structure thereon. No occupancy of any property shall be permitted or use thereof, made or activity thereon conducted, which may be or become an annoyance, nuisance or hazard to the neighborhood, or impair the value of the property in the subdivision in any manner.

4. No animals, livestock or poultry of any kind shall be raised, bred or kept on any residential lot, except that dogs, cats or other household pets may be kept provided that they are not kept, or maintained for any commercial purposes. The Architectural Committee may allow horses, ponies, or similar animals on lots #11-14 only as pets, and not for any commercial purpose and the allowance of these animals must be approved in writing by the Architectural Committee.

5. No basement, trailer, doublewide trailer, modular house, tent, garage, shack, barn or other outbuilding erected on or moved onto any property in the subdivision shall be used at any time for human habitation either temporarily or permanently; provided, however, that this restriction shall not be construed to prevent the use of a basement for human habitation if the basement constitutes an integral part of a residence constructed or erected in compliance with the terms of this declaration. No house trailer or mobile home shall at any time be parked or placed upon the property, nor upon the road serving the same; provided however, that this restriction shall not be construed to prevent the storage upon the property of a trailer in use by an independent contractor in the course of erecting a dwelling.

6. No boat, boat trailer or camper of any kind shall be kept at any time on any lot except in a garage or at a boat dock or shielded on all sides by a screened fence, which screened fence shall be previously approved by the Architectural Committee.

7. No building, fence, wall, pier, jetty, rip rap, driveway, or other structure shall be constructed, erected, or maintained on any lot, nor shall any addition thereto or change or alteration therein be made until plans and specifications, materials, exterior color scheme, plot plan, location on lot, and grading plat including gardens, therefor, shall have been submitted to and approved in writing by the Architectural Committee as set forth hereinafter. No dock, wharf, or pier shall be constructed, erected, or maintained adjacent to or abutting any lot, nor shall any addition thereto or change or alteration

therein be made until such plans and specifications therefor shall have been submitted to and approved in writing by the Architectural Committee as hereinafter set forth.

8. No boathouse shall be erected at any lot, either upon the lot itself or adjoining any lot.

9. Fence material and design are subject to the approval of the Architectural Committee. Any fence built on any of the described lots shall be maintained in a proper manner so as to not detract from the value and desirability of surrounding property.

10. No antenna for television or radio reception, including without limitation, dish antenna, shall be placed upon any lot without approval by the Architectural Committee.

11. The Architectural Committee shall consist of Robert B. Bragg, III until such time as five homes are built. At that time the Committee shall be increased to three members, the other two members being lot owners appointed by Robert B. Bragg, III. On the sale of the last lot, Robert B. Bragg, III shall no longer serve as a member of the Committee, the Architectural Committee then being made up of three members who are lot owners. These three members to be elected by the lot owners. In the event of the death, disability or resignation of any member of the Committee, the remaining members shall have and may exercise all the rights and authority of the Committee. Any such vacancies on the Committee may be filled by appointees elected by a majority of the lot owners. This Architectural Committee of three members shall perform the functions as set forth above with respect to approving plans and specifications. In the event the Architectural Committee shall fail to approve or disapprove the design and location within thirty days after the plans and specifications have been submitted to it, approval will not be required, and this article will be deemed to have been fully complied with. Once construction is started on any residence, the exterior of the residence must be completed within twelve months of the beginning of the construction. The main dwelling must be constructed before the erection of any secondary building, unless approved in writing by the Architectural Committee.

The Architectural Committee, or its duly authorized representative, shall have the right to disapprove any such plans, specifications or locations which in its opinion, are not suitable or desirable for aesthetic or any other reason; and in so passing upon such plans, specifications or locations it shall have the right to require elevation drawings to scale of the site related to the road and water on which the land fronts, and to take into consideration the suitability of the proposed building of other structure and of the materials of which it is to be built, and the site upon which it is proposed to erect the same, the

harmony thereof with the surroundings, and the effect of the building or other structure, as planned, on the outlook and view from the adjacent or neighboring properties.

The Architectural Committee shall have complete and unfettered discretion in the administration of the controls imposed herein, and anything herein contained to the contrary notwithstanding the Committee shall have full authority to waive modify or amend any requirement herein contained if, in the determination of the Committee, such waiver, modification or amendment would result in more desirable, harmonious and attractive development of the subdivision.

12. No sign shall be placed or displayed on any residential lot except one each of any of the follows: (a) a sign advertising the property for sale or rent, (b) a sign displayed by a builder or contractor during construction and (c) a sign indicating the names of the property owners. In no case shall any sign erected thereon exceed four square feet in area.

13. Easements for the installation and maintenance of utilities and drainage facilities are expressly reserved as shown on the aforesaid plat of survey. In addition to the above, the owner reserves the right to grant underground easements through the middle of the lots approximately 200 to 300 feet from the waterfront.

14. All electricity, telephone, cable TV, and any other utility wires extending from public utility easements to improvements on the above described property shall be buried or otherwise placed underground at the expense of the lot owner.

15. No part of any residential lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All rubbish, trash, garbage or other waste shall be kept in sanitary containers.

16. The covenants, conditions, reservations, and restrictions set forth herein shall run with the land and shall be binding for twenty-five years from the date of recordation hereof, after which time the covenants, conditions, reservations, and restrictions shall be automatically extended for successive ten year periods, unless and until an instrument signed by all of the owners of lots in this subdivision is recorded in the Clerk's office of Lancaster County, Virginia.

17. If any of the covenants, conditions, reservations and restrictions as set forth herein shall be violated or attempted to be violated, any individual lot owner or owners or property in the subdivision shall have the right to institute proceedings at law or in equity against the person or persons violating or

attempting to violate the same, either to enjoin and restrain such violations, or attempt to recover damages therefor.

18. Invalidation of any one or more of these covenants, conditions, reservations and restrictions by judgment, decree or other court order shall not in anyway affect any other covenants, conditions, reservations, and restrictions herein contained, which shall remain in full force and effect.

Outcomes from 9 February 2019

Covenant Review Group

1. The participants of the Covenant Review Group were Kathy Murray, Janet Hemming, Lee Koehler, and Gary Baldanza
2. All agreed the spirit of the Covenants is to preserve the beauty and consistency of the West View subdivision and to protect property values, while at the same time being respectful of, and where possible, to accommodate the individual tastes and penchants of the lot owners
3. The group agreed that the covenants were very clear and well written, but suggest the following:
 - a. Sustainment of properties in keeping with original state does not require the approval of the architectural committee. For example, repainting the home, trim, etc. the original color does not require approval, however, if the color scheme is to be changed, that would require approval. We believe this to be the case, because when the home was built, the color had to be approved. In addition, ensuring approval for color scheme changes by the architectural committee ensures the color change will not be out of scope with the community (for instance, pink with yellow polka dots ☺)
 - b. Likewise, care of the driveway (power raking, etc.) would not need approval, but changes to the driveway (re-routing, adding a circle, etc.) would require approval
 - c. Maintenance of piers (power washing, repair from storms which restore the pier to original state, etc.) do not require approval, however, painting of piers, etc. that deviate from original state would require approval
 - d. It is understood that in the spring and fall, boat owners may need to park their craft in their driveways for a few days for washing, etc. in order to prep them for off-site storage. Also, it is possible that a guest might bring a boat during a visit in order to enjoy the local waters. Having one's own boat, or a guests boat in the home owners driveway for a few days for these purposes is not seen as a violation of the covenants, however, long-term storage over the winter for example, when not concealed by an approved privacy fence, as noted in the covenants is a violation
 - e. In regards to gardens and other types of plantings, small gardens no larger than 20X20 do not require approval of the Architectural Committee. Also, consideration of a neighbor's view of the water must be part of any decision for planting of trees, gardens, etc. In instances where the potential exists that a neighbor's view would be impinged upon, approval of the Architectural Committee is required.
 - f. Short-term rentals, such as Air B&B are not allowed by Covenant #1
 - g. If a member of the community believes another member is in violation of the covenants, the Architectural Committee should be notified of which specific covenant is being violated in writing. The Architectural Committee will meet to determine if there is an actual violation, and may consult with the community at large. If the Architectural Committee believes there has been a violation, they will provide notification to both parties by registered mail

In the opinion of the Covenant Review Group ("CRG") each example described in paragraphs (a) through (g) above should be capable of being executed without formal application to the

Architectural Committee. Also, this list is not considered to be exhaustive, and doubtless the other owners of Westview lots could supplement it with additional, valid examples. Accordingly, it is proposed all members consider this matter and be prepared to submit any additional examples (either in writing or verbally) at the next general meeting of the lot owners.

Once all additional examples have been submitted, they, together with those set forth in paragraphs (a) through (g) above, shall be incorporated into a comprehensive set of regulations submitted for the review and comment of the Architectural Committee and other Westview members. A proposed set of final regulations will be submitted to, and subject to the final review, approval, and adoption of the Architectural Committee pursuant to its comprehensive authority as set out in the final paragraph Covenant 11. See Circuit Court Records of Lancaster County, Virginia, Book 273, page 22. Copies of the final, adopted regulations shall be distributed to all Westview lot holders and, if allowed, recorded on the Circuit Court Records, cross indexed to the original Covenants.