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CREEK BLUFF
SUBDIVISION DECLARATION
OF
COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS

THIS DECLARATION, made this 17th day of March, 1988 by ONANCOCK CREEK ASSOCIATES, a Virginia General Partnership, hereinafter referred to as "Declarant".

RECITALS

Declarant is the owner and developer of certain lots or parcels of real estate situated in Accomack County, Virginia and designated and shown as Lots 2-30, inclusive, as shown on a certain plat of survey captioned "Creek Bluff 'Section I', Located: Pungoteague District, Accomack County, Virginia", dated November 5, 1987 and made by Shore Engineering Company, Inc. and Lots 1-20, inclusive, and Lots 22 and 22A, as shown on a certain plat of survey captioned "Creek Bluff, 'Section II', Located: Pungoteague District, Accomack County, Virginia", dated November 25, 1987 and made by Shore Engineering Company, Inc., which plats are attached to this Declaration and made a part thereof.

Declarant intends to sell and convey the aforesaid lots but before doing so desires to impose upon them mutual and beneficial restrictions, covenants and equitable servitudes under a general plan or scheme of improvement for the benefit of all the aforesaid lots or parcels of land and the owners and future owners thereof.

NOW, THEREFORE, Declarant states that all of the aforesaid lots and any subdivided lots which it owns are held and shall be held, conveyed, hypothecated or encumbered, leased,

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8K 0538 P6 00602

rented, used, occupied and improved, subject to the provisions of this Declaration, all of which are declared and agreed to be in furtherance of a plan for the development, improvement and sale or lease of said lots and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness thereof. The provisions of this Declaration are intended to create mutual and equitable servitudes upon each of said lots in favor of each and all other lots; to create a privity of contract and estate between the grantees thereof, their heirs, successors and assigns; and shall, as to the owner of each lot, his heirs, successors or assigns, operate as covenants running with the land for the benefit of each and all other such lots and their respective owners, present and future.

ARTICLE ONE

RESTRICTIONS

The following restrictions shall apply to each numbered lot:

(A) Each lot or given area located in Creek Bluff shall be used solely and exclusively for residential purposes. No structure or other improvement, except as hereinafter provided, shall be erected, altered, placed, used or permitted to remain on any such numbered lot thereof.

(B) Creek Bluff is hereby established as a restrictive development or neighborhood for single family detached dwellings. For the purposes of these restrictions, the word "family" shall mean a single person occupying the dwelling unit and maintaining a household; two or more persons related

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BK 0538 PG 00603

by blood, marriage or adoption occupying a dwelling, living together and maintaining a common household; not more than three (3) unrelated persons occupying a dwelling, living together and maintaining a common household.

(C) One (1) detached single family dwelling may be placed, erected, altered and occupied upon any numbered lot in Creek Bluff. Each such dwelling shall not exceed thirty (30) feet in height from ground level, excluding chimneys, and the square footage of the living area thereof shall be not less than One Thousand Seven Hundred Fifty (1,750) square feet, exclusive of all porches, breezeways, carports, garages, terraces, patios, stoops, attics, basements and the like. This provision shall not apply to the existing structures on Lots 21 and 22, Section I and Lot 22, Section II, Creek Bluff unless those structures are torn down.

(D) An accessory building, being a subordinate building, the use of which is customarily incidental to that of the principal building and is used for an accessory use and is located upon the same lot as the single family dwelling, may also be constructed upon each numbered lot in Creek Bluff. The accessory building shall not exceed one (1) story in height and shall be used solely in connection with a single family dwelling.

(E) No nuisance shall be maintained or permitted on said land.

(F) No house trailers of any type, including double wides, shall be maintained or permitted on said property.

(G) No trade, occupation, profession, business or

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BK 0538 PG 00604

commercial activity shall be conducted on any lot; provided that home occupations may be conducted within the residential dwelling by an owner and members of an owner's immediate family provided there is no outdoor business or activity and no vendors or customers call at such residence for purposes of such occupation, and there are no employees or independent contractors otherwise associated with such occupation.

(H) All utility lines to any dwelling or accessory building constructed on the land shall be placed underground.

(I) Fuel tanks, gas tanks, or similar receptacles shall be buried underground.

(J) No chain link fence or any fence over six feet (6 ft.) in height shall be erected or maintained on any lot.

(K) No structure of any temporary character and no tent, trailer, mobile home, travel trailer, shack or other outbuildings, except as provided herein, shall be placed on any numbered lot within Creek Bluff at any time, except during periods of construction for the storage of materials and such temporary structures for storage of materials shall not in any event be used for living quarters.

(L) The following general prohibitions and requirements shall prevail as to the construction or activity conducted on any lot in Creek Bluff:

(1) No outside toilet shall be constructed on any lot;

(2) Construction of any building once commenced shall proceed without delay and be completed within twelve (12) months. Cessation of work before construction of any

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BK 0538 PG 00605

building once started and before completion thereof for a continuous period of ninety (90) days shall be prima facie evidence of an attempt to abandon the same in its partially completed state and the same shall be deemed to be a public nuisance;

(3) No residence shall be occupied until a certificate of occupancy has been issued by the Accomack County Zoning Department.

(M) No livestock, including but not limited to cattle, swine, sheep, poultry, or goats, shall be kept or maintained on any lot in the subdivision.

(N) No stripped down or junk motor vehicles or sizeable part thereof shall be permitted to be parked on any lot.

(O) Set back and side yard requirements:

These are subject to approval pursuant to Article Two (A) of either the Declarant or the Architectural Review Committee as the case may be.

(P) No noxious, offensive or illegal activity shall be conducted on any lot.

(Q) No advertising sign shall be permitted upon any numbered lot except a sign offering the premises for rent or sale, or both, may be displayed upon the lot which is for sale or rent and such sign shall not exceed eighteen (18) inches by twenty-four (24) inches in size.

(R) No trash, ashes, garbage or other refuse shall be dumped, stored or accumulated on any lot.

(S) Any dwelling or accessory building on any lot which may be destroyed in whole or in part by fire, windstorm, or for any other cause or Act of God shall be rebuilt and

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BK 0538 PG 00606

all debris removed and the lot restored to a slightly condition with reasonable promptness; provided, however, that in no event shall such debris remain longer than sixty (60) days after the date of damage or destruction or longer than sixty (60) days after the insurance claim has been settled, whichever first may occur.

(T) No lot shall be resubdivided, sold or otherwise alienated into a lesser or smaller parcel except Lot 22A, Section II, which may be divided into two smaller parcels of not less than Three Acres (3 A.) each. Neither of these subdivided parcels may be resubdivided.

ARTICLE TWO

ARCHITECTURAL CONTROL AND ARCHITECTURAL REVIEW COMMITTEE

(A) In order to insure the development of Creek Bluff as a residential area of high standards, the Declarant herein, its successors or assigns, reserve the power to control the buildings, structures, remodeling of any existing structures, and improvements which may be placed upon each lot or given land area therein. Whether or not specific provision is made in any conveyance of any lot or given land area by the Declarant, its successors or assigns, unto any person or persons, the owner or occupier of each and every lot or given land area in Creek Bluff by acceptance of title thereto, or by taking possession thereof, covenants and agrees that no building, remodeling of any existing structures, wall, fence or other structure (includes satellite dishes) shall be placed upon any lot unless and until the plans and specifications therefor and the plan thereof have first been

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BK 0538 PG 00607

duly approved in writing by the Declarant, its successors or assigns, or by the committee hereinafter provided, all as hereinafter set forth. Each such building, wall, fence or structure shall be placed upon its given lot or planned area only in accordance with the plans and specifications in the plan so approved. Refusal to approve any such plans, specifications or plans may be based upon any grounds, including purely aesthetic grounds which, in the sole and uncontrolled discretion of the Declarant, its successors or assigns, or of such committee, be deemed sufficient cause to refuse approval thereof. Further, no alterations, additions or changes in and to the exterior appearance of any building, structure or improvement shall be made without first obtaining like written consent therefor. If the Declarant, its successors or assigns, or the committee, as the case may be, shall fail to disapprove, any such plans, specifications or plan within thirty (30) days after written request therefor has been delivered to them, then such approval shall not be required; provided, however, that in no event shall any building, structure or improvement be erected in any manner so as to violate any other covenant, reservation or restriction set forth herein.

(B) Upon the sale of any portion of the lots or all of the lots in Creek Bluff, Declarant, its successors or assigns, may, in their discretion, appoint an Architectural Review Committee consisting of not less than three (3) nor more than five (5) members, all of whom shall be the owners of lots in Creek Bluff. The first members of the committee

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BK 0538 P6 00608

shall be appointed for such terms so that the term of not less than one (1) member shall expire each year. Thereafter, all such members of the committee shall be appointed for three (3) year terms, or until their successors are duly elected. After the first members of the committee have been appointed, the members of the Architectural Review Committee shall be elected by the owners of the lots in Creek Bluff, the owner or owners thereof to have one (1) vote for each lot owned by him, her, them or it, as the case may be. Upon the establishment of the Architectural Review Committee, in the manner as aforesaid, such committee shall thereupon succeed to all the privileges, powers, rights and authority reserved by, vested in, exercised by the Declarant, its successors or assigns, or such committee, as provided herein.

ARTICLE THREE

ASSESSMENTS

By acceptance of any conveyance for any lot in the subdivision, the lot owner and his successors in title hereby covenant and agree to pay any assessments made by the Association as hereinafter set forth.

ARTICLE FOUR

COVENANTS

(A) Nothing contained herein shall be construed as an obligation of the Declarant, its successors or assigns, to remove underbrush or rubbish, or cut grass on any lots owned by them or their heirs, executors, administrators and assigns. Individual owners of lots in Creek Bluff however do hereby covenant and agree to be responsible for the appearance of

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BK 0538 PG 00609

such lot or lots sold or otherwise conveyed to them by cutting grass and brush and by removing trash and rubbish therefrom at all reasonable times. Should such owner or owners fail to maintain the appearance of any such lot, as determined by the Declarant, its successors or assigns, the Declarant for itself, and for its successors or assigns, reserves the right and privilege to enter upon such lot for the purpose of maintaining the appearance of any improved or unimproved lot, the cost of which is to be borne by the lot owner or owners.

(B) Declarant covenants and agrees to construct roads within the fifty foot (50 ft.) right of way designated for roads on the aforementioned plats at least eighteen feet (18 ft.) in width with surface treatment (tar and chips) except the existing road within the perimeter of Bending Stream Drive as shown on the aforesaid plat, which road will not be widened but will be surface treated. Declarant further agrees to convey fee simple title to these roads to the Association hereinafter referred to. This is Declarant's only construction obligation and all maintenance thereof shall be by the Association hereinafter referred to.

ARTICLE FIVE

COMMON PROPERTY

All roads as shown on the aforesaid plat shall be common property.

ARTICLE SIX

EASEMENTS

Each lot owner shall have a right of ingress/egress and

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BK 0538 PG 00610

an easement of enjoyment in and to the common property and such easement shall be appurtenant to and shall pass with the transfer of any lot.

ARTICLE SEVEN

ASSOCIATION

(A) CREATION: Declarant, its successors or assigns hereby covenant and agree to form Creek Bluff Association, a Virginia non-profit corporation.

(B) PURPOSE: The purpose of the Association shall be to protect, preserve and enhance the property at Creek Bluff Subdivision, Accomack County, Virginia, and to maintain all the common property (roads) located therein.

(C) MEMBERSHIP: Each lot owner, individually or collectively shall be a member of the Association.

(D) VOTING RIGHTS: Each lot shall have one vote regardless of the number of owners.

(E) ASSESSMENTS:

(1) The Association shall have the authority to assess annual or special charges, which charges shall be used exclusively for maintaining and improving the common property.

(2) Any assessment together with interest thereon shall constitute a lien on each individual lot. This lien may be perfected by the filing of an appropriate notice in the Clerk's Office of the Circuit Court of Accomack County under the then owner's name/names. Each such assessment, together with such interest thereon and costs of collection

BK 0538 PG 00611

shall also be the personal obligation of the person/persons or entity who was the owner at the time when the assessment becomes due and payable.

(F) BOARD OF DIRECTORS: The business and affairs of the Association shall be conducted by a Board of Directors duly elected in accordance with the by-laws of the Association.

(G) BY-LAWS: The initial by-laws of the Association shall be as set forth by the Declarant. The by-laws shall never be at variance with the provisions of this declaration.

ARTICLE EIGHT

TERM

All covenants, restrictions, and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them to specifically include, but not limited to the successors and assigns, if any, of the Declarant for a period of thirty (30) years from the execution date of this Declaration, after which time all said covenants shall be automatically extended for an unlimited number of successive periods of ten (10) years unless an instrument signed by sixty (60) percent of the then owners of lots has been recorded, agreeing to change said covenants in whole or in part.

ARTICLE NINE

AMENDMENT

This declaration may be amended by and with the written consent of not less than sixty (60) percent of the then owners of all the lots in Creek Bluff. The owners of the various lots shall have the power to waive, abandon, terminate,

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BK 0538 PG 00612

modify, alter, change, amend or add to this declaration at any time hereafter. Any such waiver, abandonment, termination, modification, alteration, change, amendment or addition shall take effect when a copy thereof executed and acknowledged by each of the lot owners who assent thereto in accordance with the usual form of execution and acknowledgment of deeds to land shall have been filed for record in the Clerk's Office of the Circuit Court for the County of Accomack, and the same thereafter shall remain in effect and perpetuity unless the same shall be waived, abandoned, terminated, modified, altered, changed, amended or added to, as the case may be. In the taking of any such vote or the attaining of any such written consent of the lot owners in Creek Bluff each owner shall have as many votes or consents as he may own lots situate in Creek Bluff.

WITNESS the following signature and seal.

ONANCOCK CREEK ASSOCIATES

By Henry P. Custis, Jr.
Henry P. Custis, Jr.,
Partner

State of Virginia,

County of Accomack, to-wit:

I, Susan S. Smith, a Notary Public in and for the County of Accomack, in the State of Virginia, do hereby certify that Henry P. Custis, Jr., Partner in Onancock Creek Associates, whose name is signed to the foregoing writing, bearing date the 17th day of March, 1988, has acknowledged the same before me in my County aforesaid.

My commission expires the 22nd day of June.

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BK 0538 PG 00613

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Given under my hand this 17th day of March, 1988.

Susan L Smith
Notary Public

(FOR PLATS ATTACHED TO THIS
DEED SEE BOOK 88, PAGES _____)

Mch 17 - 1964
 The amount of this Code, has been paid, in
 the amount of \$ 5.00.
 Teller: Samuel E. Cooper, Jr., Clerk By Samuel E. Cooper, Jr.

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