

08557

DECLARATION OF RESTRICTIVE  
COVENANTS AND ROAD  
MAINTENANCE REQUIREMENTS

THIS DECLARATION made this 15th day of July, 1985,  
by JOHN KALNASY, TRUSTEE and NANCY KALNASY, TRUSTEE.

WITNESSETH:

WHEREAS, John Kalnasy, Trustee and Nancy Kalnasy, Trustee, are the owners of those certain tracts or parcels of land located in the Catoctin Magisterial District, Loudoun County, Virginia, and more particularly described as Lots 1A, 1B, 5, 6, 7, 8, 9, 10 and 11 on the plat and survey of Bengtson, DeBell, Elkin and Titus, P.C., dated January 18, 1985, said plat being recorded in the office of the Clerk of the Circuit Court of Loudoun County, Virginia, in Deed Book 859, at Page 1013; and,

WHEREAS, John Kalnasy, Trustee and Nancy Kalnasy, Trustee, are the owners of that certain tract or parcel of land located in the Catoctin Magisterial District, Loudoun County, Virginia, and more particularly described as Lots 2, 3 and 4 on the plat and survey of Bengtson, DeBell, Elkin and Titus, P.C., said plat being recorded in the office of the Clerk of the Circuit Court of Loudoun County, Virginia, in Deed Book 855, at Page 956; and,

WHEREAS, by Declaration of Restrictive Covenants and Road Maintenance Requirements dated 3 May 1985, and of record in the aforesaid Clerk's Office in Deed Book 866, at Page 869, John Kalnasy, Trustee and Nancy Kalnasy, Trustee, did create certain protective covenants, conditions, restrictions and road maintenance requirements on the hereinabove described lot; and,

WHEREAS, John Kalnasy, Trustee and Nancy Kalnasy, Trustee, now desire to make null and void and do by these

presents make null and void the said Declaration of Restrictive Covenants and Road Maintenance Requirements dated 3 May 1985 and of record in the aforesaid Clerk's Office in Deed Book 866, at Page 869; and,

WHEREAS, John Kalnasy, Trustee and Nancy Kalnasy, Trustee, now desire to make a new Declaration of Restrictive Covenants and Road Maintenance Requirements to replace the said Declaration of Restrictive Covenants and Road Maintenance Requirements, dated 3 May 1985, made null and void by these presents.

NOW, THEREFORE, THIS DECLARATION OF RESTRICTIVE COVENANTS AND ROAD MAINTENANCE REQUIREMENTS FURTHER WITNESSETH:

1. INTRODUCTION: The purpose of these restrictions is to provide protection for each property owner of the subject land. All of the covenants hereinafter described are also formed for the same purposes. These restrictions are not formed for purpose of imposing undue and unfair restraints on the property owners. These covenants shall be covenants running with the land and any land which is resold shall be subject to these covenants.

2. UTILITY EASEMENTS: The easements granted to Virginia Electric and Power Company dated June 18, 1985, recorded in Deed Book 868, at Page 1732, identified as "PTLE5797," shall be overhead easements on the boundaries of the Lots as shown on said Plat. All other utility easements, including electric and telephone easements, on all of the above referenced Lots, with the exception of Lots 3 and 4, shall be underground easements. Those utility easements which cross Lots 3 or 4, or which serve Lots 3 or 4, and which cross any of the other above referenced Lots, may be above ground within the boundaries of Lots 3 and 4, but must be underground within the boundaries of the other above referenced Lots.

THE FOLLOWING RESTRICTIVE COVENANTS APPLY TO LOTS 1A, 1B, 2, 5, 6, 7, 8, 9, 10 AND 11, BUT NOT TO LOTS 3 AND 4.

3. LAND USE AND BUILDING TYPE: Only one single family residence may be erected on each lot. In addition thereto, a private garage and carport may be erected on said lot. All buildings built on said lots must be constructed of either brick, brick veneer, brick and frame combinations, stone construction or finished wood panels. The following exterior materials shall not be used: asbestos shingles, cinder block or becelled cinder block.

Roofs shall be approved fire resistant materials. Appurtenant structures shall blend in with the general appearance of the dwelling construction. All wells shall have pumps so that no part of said well or appurtenances are visible above ground.

Barns and other outbuildings may be constructed upon each lot. These buildings must be consistent with the general appearance of the other structures in the area.

4. BUILDING TYPE: No one story dwelling shall be erected upon such lot unless the dwelling shall contain a minimum of 1500 square feet of finished living area at ground floor level. Space contained in basements, breezeways, garages and porches shall not be included in this minimum of 1500 square feet of living area. Split level, one and one-half story and two story dwellings shall contain a minimum of 2,000 square feet of living area. No structure shall be over two and one-half stories high.

5. TEMPORARY STRUCTURES: No temporary structures shall be erected on any lot for use as a residence. Any improvement or improvements erected must be fully completed on all exterior portions within one year from the date of the issuance of the building permit by the appropriate

county authorities. Any landscaping must be accomplished by the following planting season after completion of the exterior improvements erected.

No trailer, mobile home or other types of temporary dwelling facility shall be permitted on the lots.

6. EQUIPMENT: No machinery or heavy duty equipment shall be parked or stored temporarily or permanently on any lot except during the period of actual construction of a dwelling and landscaping of premises. Commercial vehicles necessary for any owner's business must be parked in a garage or stored so as not to be visible from other dwellings.

7. LIVESTOCK: No commercial kennels or livestock lots with animals or fowl in confinement is permitted.

8. ACTIVITY: No abandoned cars, camping trailers, or other similar materials shall be allowed to accumulate in open view from any direction. Such hobbies as boat building or auto repair and auto construction and any commercial activities such as are permitted under applicable ordinances and regulations shall be accomplished under cover of dwelling, garage, barn or outbuildings.

9. SIGNS: No signs of any type shall be allowed. Name plates and house names of a dignified appearance will be allowed at the entrance of the lot only.

10. ENFORCEMENT: Enforcement of these restrictive covenants by the property owner(s) shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, condition, agreement and restriction set forth herein, either to restrain violation or to recover damages.

11. These covenants shall be binding on all parties and all persons claiming under them until 1995, at which time said covenants shall be automatically extended for successive

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periods of ten years unless by a vote of 75% of the then owners of the lots in said property, it is agreed to change the said covenants in whole or in part.

12. Invalidation of any of these covenants, conditions, agreements, and restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

ROAD MAINTENANCE REQUIREMENTS

All owners of lots which have use of an access right-of-way easement shall share equally in the maintenance of a roadway over said easement. If the owner of a lot over which a right-of-way easement runs does not use said right-of-way easement for ingress and egress, then said lot owner shall not be required to share in the cost of maintaining said roadway. This road maintenance requirement shall be a covenant which shall run with the land.

WITNESS the following signatures and seals this

16 day of July, 1985.

John Kalnasy, Trustee (SEAL)

Nancy Kalnasy, Trustee (SEAL)

STATE OF WASHINGTON  
COUNTY/CITY OF King, To-wit:

The foregoing Declaration of Restrictive Covenants and Road Maintenance Requirements was acknowledged before me this 16 day of July, 1985, by John Kalnasy, Trustee and Nancy Kalnasy, Trustee.

My Commission Expires: 10-11-86

Sally Winterstein  
Notary Public

HALL MONAHAN ENGLE  
MAHAN & MITCHELL  
ATTORNEYS AT LAW  
LEECHBURG VIRGINIA  
WINCHESTER VIRGINIA

RECORDED IN LEECHBURG ATL APPENDED

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Teller: L.R. Howard Clerk