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CHATEAU LESUEUR

THIS DECLARATION OF COVENANTS'S, CONDITIONS AND RESTRICTIONS FOR CHATEAU LESUEUR is made this 11th day of October, 1999 By Blue Ridge Land Company, LLC, owner (herein named Developer) P O Box 155, Lebanon, VA 24266.

WHEREAS, Developer is the owner of certain real property in the Tyler Magisterial District of Washington County, Virginia which is to be developed as a residential subdivision.

8302 NOW, THEREFORE, Developer hereby declares that all of the property described in this instrument shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions set forth herein, which are for the purpose of protecting the value and desirability of the real property. The easements, restrictions, covenants and conditions shall run with the real property and be binding on all parties having any right, title or interest in it, their heirs, successors, and assigns, and shall inure to the benefit of each lot owner.

ARTICLE I - PROPERTY THAT IS SUBJECT TO THIS DECLARATION

The real property which is subject to this declaration is located in the Tyler Magisterial District of Washington County, Virginia, and is more particularly described as follows:

Being Lots 1 through 37 inclusive, plus easements for field beds and sewer lines for the benefit of lots 5, 6, 7, 8, 15, 16, & 17, as shown on the plat of phase one of Chateau LeSueur of record in *plat cabinet No. _____, slide _____ in the office of the Clerk of Washington County, Virginia.

ARTICLE II - USE RESTRICTIONS

1. In the event public sewer service becomes available for the lots shown on the above referenced plat, hookup to the public sewer system shall be mandatory for lots 5, 6, 7, 8, 15, 16, & 17. When public sewer becomes available to the aforesaid lots, the areas lying outside the confines of those lots, and designated as easements for field beds and sewer lines for the said lots shall when public sewer service is connected to said lots revert back to the owner of record of the property on which the easements lie. Until public sewer service becomes available the owner of the properties on which lie the easements for field beds and sewer lines shall not perform any activity which could interfere with the operation of the field beds or sewer easements by, inter alia, placing buildings or other structures on or near the same, or planting anything that may interfere with operation.

2. The land herein conveyed shall be used for single residential purposes only. No mobile homes, one story modular homes, double-wides, house trailers, motor campers, stand alone

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basements, tents, garages, temporary structures shall be used as a residence. No structure shall be erected, placed, altered, or permitted to remain on any lot except one single family dwelling designated for occupancy for one family and appurtenant allowable structures as set forth hereafter in paragraphs 6 and 10.

3. Lots shall not be further subdivided or boundaries adjusted without the written consent of the Developer. However, lots containing five (5) or more acres may be further subdivided if approved by the Virginia Health Department and the Washington County Virginia Planning Commission. Also, on a five (5) acre or more tract, a Horse-barn as an accessory use, noncommercial, to an on-site residential dwelling may be constructed if a special use permit can be obtained from the Washington County Virginia Planning Commission.

4. No lot, or portion thereof, shall be transferred, dedicated, or used for the purpose of ingress or egress or roadway to any adjoining property not part of this development without written and recorded consent of Developer first being secured. This restriction is due, but not limited to, the requirements of the Virginia Department of Transportation and County of Washington, Virginia for road specifications to accommodate traffic generated and to preserve the privacy of homes with the Development from increased traffic.

5. No temporary structure shall be permitted on any lot except temporary tool sheds or field offices used by Developer or builder during construction.

6. Detached garages and outside storage buildings may be built provided the design and material are in keeping and with the design of the residence.

7. No vehicle, travel home, camper or boat shall be continually or habitually parked on any street or public right of way, No junk or inoperable or unsightly motor vehicles shall be kept on any lot.

8. No animals except dogs, cats, birds and other pets of customary household variety shall be kept on a lot or within a residence. No livestock of any nature shall be maintained for commercial purposes.

9. No noxious or offensive trade or activity shall be conducted on any lot.

10. Tennis courts, swimming pools, gazebos, and accessory buildings shall be allowed provided the design and material are in keeping with the design of the residence.

11. Lot owner shall, at their sole cost and expense, repair their residence, keeping the same in condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

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12. If all or any portion of a residence is damaged or destroyed by fire, or other casualty, the owner shall, with all due diligence promptly rebuild, repair or reconstruct such residence in a manner which will substantially restore it to its apparent condition immediately prior to the casualty. When original construction or reconstruction is begun, work thereon must be pursued diligently and completed within one (1) year. If for any reason work is discontinued and there is no substantial progress towards completion for a continuous period of three (3) months, then the Developer, or its assign, shall have the right to notify the owner of record of the premises of its intentions herein, enter upon the premises, and take such steps as may be required to correct an undesirable appearance. The owner of the property shall be liable for all costs incurred in any such action.

13. No trade or business of any kind shall be conducted on any lot. Notwithstanding the provisions herein, a new house may be used by a builder thereof as a model home for display provided said use terminates within twenty four (24) months from completion of the house or upon such additional period of time as may be expressly agreed to in writing by the Developer.

14. No signs for advertising or for any other purpose shall be displayed on any lot or on a building or a structure on any lot, except one sign for advertising the lot number, for sale or rent thereof, which shall not be greater in area than nine (9) square feet.

15. No lot shall be used as a dumping ground for rubbish, trash or garbage, and any and all such waste shall be kept in suitable sanitary containers. No vacant lot shall accrue trash, rubbish or debris at any time. Developer may enter into any lot to remove rubbish, trash, garbage or other debris, collect its cost of labor and material, plus 25% from the owner and/or occupant of such lot and/or the individual who violates this section.

16. No antenna, microwave receiver or transmitter (including those currently called "TV satellite dishes" shall be placed on the exterior of any house or on any lot. This does not prohibit the use of the mini satellite dishes provided they are 24" inches or less in diameter and placed on the rear of the residence.

17. All lots shall be maintained in an orderly condition to prevent any unsightly accumulation of debris. All vacant lots shall be clipped or mowed at least annually.

18. Any property owner shall abide by the zoning and planning regulations as set forth by the County of Washington, Virginia.

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ARTICLE III - ARCHITECTURAL CONTROL

1. It is the purpose of the Developer of the subdivision to provide that only residences and other improvements of good design, size, and suitable material be erected on the lots in Chateau LeSueur.

A. Minimum floor areas, not including basement, garage, breezeway and open porches are as follows:

1. One Story residence. Minimum of 1800 sq. ft. of living space.

2. Bi-level, Tri-level, Cape Cod or Two Story residence. Minimum of 1400 sq. feet must be located on the main entrance.

B. 1. No residence shall be constructed closer than thirty five (35) feet to the front street line, nor closer than twenty five (25) feet to the rear line. Side yard must have a minimum of ten (10) feet with combined side yard (both sides) having a minimum of twenty five (25) feet.

2. The lot owner shall, or shall instruct the contractor when construction is begun to grade in a partial driveway entrance, install an 18" corrugated or concrete drain pipe in roadway ditch (if required by Virginia Department of Transportation) and cover with crushed stone in order that mud from construction workers and delivery vehicles will not be carried onto the street surface.

3. Lot owner shall excavate a burn pit or arrange for dumpster to be placed on the lot so that scrap building materials and trash may be properly disposed of, and will not be blown onto adjacent lots.

4. Lot owner shall concrete, brick or asphalt the driveway within 12 months of completion of the residence unless written permission for delay is received from the developer.

5. No open carports or garages will be allowed. Enclosed garages shall be constructed with an approved overhead garage door prior to moving into the residence.

6. No building or portion thereof may be constructed of cinder or concrete blocks unless the exposed exterior thereof shall be fully covered with wood, brick, or some other building material compatible with the subdivision and surroundings.

7. Lot owner and builder shall make sure that all utility, water and sewer lines are located before digging connection lines and making excavations such as driveways and drain pipes.

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ARTICLE IV - GENERAL

1. Once construction has begun on a lot, it shall be completed within a period of one (1) year after date of commencement unless written permission is given by the Developer.

2. The Developer at any time may enforce these restrictions. The same may be enforced by any lot owner at such time as 90 percent of the lots have been conveyed by deed by Developer to others. Developer may amend any provision hereof so long as in its good faith judgement the remainder of the subdivision will be benefited by such amendment. This right of amendment shall cease upon the conveyance by deed by Developer to others of either 90 percent or all the lots in the subdivision.

3. Once all the lots are sold or the Developer ceases to exist without formally assigning its rights, the right to enforce these restrictions shall be deemed assigned to the current lot owners of Chateau LeSueur.

4. Unless cancelled, altered or amended under the provisions of this section, these covenants and restrictions are to run with the land and shall be binding on all parties for a period of 30 years beginning October 16, 1999.

WITNESS the following signature and seal:

BLUE RIDGE LAND COMPANY, LLC (seal)

By: W. Ralph Snead
W. Ralph Snead, Manager

STATE OF VIRGINIA
COUNTY OF WASHINGTON, to wit

The foregoing instrument was acknowledge before me by W. Ralph Snead, this the 13 day of October 1999.

My commission expires 1/31/00

Jessie Snead
Notary Public

INSTRUMENT #990008302
RECORDED IN THE CLERK'S OFFICE OF
WASHINGTON COUNTY ON
OCTOBER 25, 1999 AT 02:00PM
KATHY P. CRANE, CLERK

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BY: Darwin Bralley (DC)