

05654

BK 1225PG291

DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS AFFECTING LOTS IN  
EMERALD HILLS SUBDIVISION, SECTION 3

THIS DECLARATION, made on this 6th day of July, 1995, by W. BOUTROS & COMPANY, a Virginia Corporation, and hereinafter referred to as the "Declarant."

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain real estate situated in Wayne District, Augusta County, Virginia, being subdivided into a subdivision known as Emerald Hills Subdivision, Section 3, more particularly shown and described on a plat entitled "EMERALD HILLS SUBDIVISION, SECTION 3, WAYNE DISTRICT, AUGUSTA COUNTY, VIRGINIA," dated June 3, 1994, revised May 31, 1995, and June 22, 1995, prepared by Fred S. Price, Land Surveyor, recorded in the Clerk's Office of the Circuit Court of Augusta County in Plat Book 1, Pages 2513, 2514 and 2515, and being a portion of the real estate conveyed to Declarant by deed of Wafaiey R. Boutros and Jocelyn Boutros, his wife, dated February 22, 1989, and recorded in the aforesaid Clerk's Office in Deed Book 962, Page 250; and

WHEREAS, Declarant desires to convey those lots designated and described on the aforesaid plat of Emerald Hills Subdivision, Section 3, subject to certain conditions, covenants and reservations;

NOW, THEREFORE, Declarant hereby declares that the lots designated and described on the aforesaid plat entitled "EMERALD

NELSON, McPHERSON,  
SUMMERS & SANTOS,  
ATTORNEYS AT LAW  
STAUNTON, VIRGINIA  
24402-1227

BK 1225PG292

HILLS SUBDIVISION, SECTION 3, WAYNE DISTRICT, AUGUSTA COUNTY," shall be subject to the following covenants, conditions and restrictions which shall be deemed to be running with the land:

FIRST: Each lot shall be used for single-family residential purposes and for no other purpose. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached dwelling not to exceed three stories in height and a private garage for not less than two (2) cars with a concrete or paved driveway. Other outbuildings may be erected with the approval of the Architectural Review Committee.

SECOND: The ground floor area of any dwelling, exclusive of porches, garages and breezeways, shall not be less than eighteen hundred (1800) square feet for a one-story dwelling, nor less than twelve hundred (1200) square feet for a dwelling of more than one story.

THIRD: No dwelling shall be permitted to be erected on any of said lots unless adequate provisions for off-street parking for at least two (2) vehicles be provided upon such lot.

FOURTH: No sign of any kind shall be displayed to the public view on any of said lots except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during construction. One sign not exceeding one-half (1/2) square foot displaying the name of the owner of the property shall be permitted on any of said lots.

NELSON, McPHERSON,  
SUMMERS & SANTOS,  
ATTORNEYS AT LAW  
STAUNTON, VIRGINIA  
54405-1057

FIFTH: No dwelling, building, or other structure having a flat roof shall be constructed upon any of said lots.

SIXTH: No building or other improvements shall be erected, placed or altered on any of said lots until construction plans and specifications and a plat showing the location of the structure have been submitted in writing and approved by the Architectural Review Committee as to external design and materials, harmony of external design with existing structures, and as to location on the lot. No fence, wall, or sign of any kind shall be erected, placed, or altered on any of said lots until similarly approved.

SEVENTH: The Architectural Review Committee hereinabove referred to is composed of three (3) persons designated by the Board of Directors of W. Boutros & Company, a Virginia corporation. A majority of the Committee may designate a representative to act for it. The Architectural Review Committee's approval or disapproval as required in these Covenants shall be in writing. In the event that the Committee or its designated representative fails to approve or disapprove an application within thirty (30) days after construction plans and specifications have been submitted to it, then approval will not be required and this provision will be deemed to have been fully complied with. The applicant may appeal an adverse decision by the Architectural Review Committee to an arbitration panel consisting of three (3) persons, one (1) person selected by the Architectural Review Committee, one (1) person selected by

NELSON, McPHERSON,  
SUMMERS & SANTOS,  
ATTORNEYS AT LAW  
STANTON, VIRGINIA  
54-00-1657

the applicant and one (1) person selected by these two persons, and this arbitration panel may reverse or modify such decision which decision shall be binding upon all parties involved.

EIGHTH: Trash, garbage, or other waste shall be kept in sanitary and closed containers, and all incinerators or other containers shall be appropriately screened from view from any street or road on which any of said lots front.

NINTH: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any of said lots, except dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose.

TENTH: No trailer, basement, tent, shack, barn, or other outbuildings erected on any of said lots shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted. No house trailer shall be permitted on any of said lots at any time. No recreational vehicle or boat shall be permitted to be parked in front of the dwelling constructed on any lot. No large commercial vehicles shall be permitted on any lot.

ELEVENTH: No lot may be further subdivided for the purpose of building an additional residence thereon, nor shall only a portion of any lot be sold and conveyed by the owner thereof without the prior written approval of the Architectural Review Committee.

TWELFTH: No lot or portion of any lot shall be used as an access way or right-of-way for ingress or egress to any other

lot, piece or parcel of land, without the prior written consent of the Architectural Review Committee.

**THIRTEENTH:** Easements for drainage and for the installation, repair, replacement and maintenance of underground water and sewer pipes and mains, and for overhead or underground electric power and telephone lines, are reserved to W. Boutros & Company, over, through and across the strips of land designated as drainage and utility easements on the aforesaid plat of Emerald Hills, Section 3. Such easements are expressly reserved to the use of W. Boutros & Company, and no third party shall be or become entitled to the use thereof, nor shall any other party, except the lot owner, have any vested interest in or to the use of such easements except W. Boutros & Company, or such utility company as may be granted specific rights over, through or across such easements by W. Boutros & Company and its successors in interest. Except as such rights are granted to a utility company by a recorded easement or right-of-way, a release by W. Boutros & Company to any individual lot owner of any easements so reserved shall operate as a complete release to such lot owner and no other party shall be entitled to exert any claim or right to the use thereof.

**FOURTEENTH:** The exterior of any dwelling or building being constructed on any of said lots, and the surfacing of any driveway on said lot, shall be completed within twelve (12) months from the commencement of construction.

NELSON, McPHERSON,  
SUMMERS & SANTOS, P.C.  
ATTORNEYS AT LAW  
STANTON, VIRGINIA  
22402-1207

**FIFTEENTH:** No noxious or offensive activity shall be carried on upon any lot, nor shall any practice be engaged in by the owners of the lots, their tenants, agents, guests or assigns, that shall become an annoyance or nuisance to the neighborhood.

**SIXTEENTH:** No portion of the foundation of any building shall be showing above ground.

**SEVENTEENTH:** The grass on each lot must be kept mowed at a height not to exceed twelve (12) inches.

**EIGHTEENTH:** A lamppost with a light not to exceed 150 watts shall be installed and properly maintained at the front portion of each lot.

**NINETEENTH:** Each lot owner shall keep mowed any area lying between the front property line and the paved street.

**TWENTIETH:** Each lot shall be subject to the covenants, conditions and reservations of the Emerald Hills Homeowners Association, Inc. as set forth in the Declaration dated November 8, 1989, executed by W. Boutros & Company, recorded in the aforesaid Clerk's Office in Deed Book 986, Page 150. Reference is also made to the obligation imposed on the Emerald Hills Homeowners Association by restrictive covenant, as noted and set forth on the aforesaid plat of Emerald Hills Subdivision, Section 3.

**TWENTY FIRST:** Enforcement shall be by proceedings at law or in equity against any person violating or attempting to violate any covenants or restrictions set forth herein, either to restrain violation or to recover damages. Invalidation of any of

RK 1225PG297

these restrictions by judgment or court order shall in no way affect any of the other restrictions which shall remain in full force and effect.

TWENTY SECOND: This Declaration may be amended by an instrument signed by no less than seventy-five percent (75%) of the lot owners in Emerald Hills Subdivision, Section 3, and any such amendment must be properly recorded to be effective.

IN WITNESS WHEREOF, W. Boutros & Company has caused this Declaration to be executed in its corporate name by its duly authorized officer.

W. BOUTROS & COMPANY

By: Wafaiey R. Boutros  
Wafaiey R. Boutros, President

STATE OF VIRGINIA, AT LARGE

CITY OF STAUNTON, to-wit:

The foregoing instrument was acknowledged before me this 7th day of July, 1995, by Wafaiey R. Boutros, President of W. Boutros & Company.

My Commission Expires: September 30, 1998

Joseph L. Summers, Jr.  
Notary Public

NELSON, McPHERSON,  
SUMMERS & SANTOS, L.C.  
ATTORNEYS AT LAW  
STAUNTON, VIRGINIA  
54-0000-1207

State Tax 039 \$	_____	VIRGINIA: In the Clerk's Office of the
County Tax 211	_____	Circuit Court of Augusta County, Va.
Transfer Fee 212	_____	<u>July 7 1995</u> this writing was
Clerk's Fee 301	<u>15.00</u>	admitted to record at <u>11:00</u> o'clock
St. Library 145	<u>7.00</u>	A.M. and the Tax imposed by Section
State Tax 038	_____	58.1-842 of the Code of Virginia in
Local Tax 320	_____	the amt. of \$ _____ has been paid.
Total \$	<u>16.00</u>	TESTED: <u>JOHN B. DAVIS, CLERK</u>
		By: <u>Carol Sue Galant</u> Dep. Clerk