

CHESWICK

DECLARATION OF RESTRICTIVE COVENANTS AND ROAD MAINTENANCE AGREEMENTS

This Declaration of Restrictive Covenants of Cheswick Subdivision, made and dated this 8th day of April, 1988, by J. Alfred Mason and Barbara T. Mason.

WITNESSETH

That Whereas, the said J. Alfred Mason and Barbara T. Mason are the owners of the hereinafter described property, the same being the property acquired by them by deed from Bety H. Giles, dated October 22, 1987, and recorded in the office of the Clerk of the Circuit Court for Loudoun County in Deed Book 965, at Page 1038; and

Whereas, they desire to impose restrictive covenants on the hereinafter described property in accordance with that certain plat prepared by Wolford, Chamberlin and Chen, a copy of which is attached hereto, which plat has heretofore been recorded in the Office of the Clerk of the Circuit Court for Loudoun County as instrument number 03389 (recorded 3/2/88).

NOW, THEREFORE, the said J. Alfred Mason and Barbara T. Mason, being the sole owners and proprietors and the only parties having any interest in the hereinafter described parcel of land:

Lots one (1) through Thirteen (13), and Fifteen (15) through Twenty (20), division of the property of Bety Giles, platted and recorded in Deed Book 855, at Page 263, among the land records of Loudoun County, Virginia.

hereby divide all those certain tracts or parcels of land to be hereafter known as Cheswick, and hereby impose these restrictive covenants; and they hereby grant to, and reserve for the benefit of, the owners of the lots in said subdivision and their successors, with regard to each and every lot, the easements for utilities ingress and egress shown on the attached plat.

The property is divided and dedicated subject to the following restrictions and conditions:

1. Except as herein provided, all the land subject hereto shall be used for residential purposes only. No Building shall be placed, erected or altered upon such land, except one single-family detached dwelling and one guest house on each lot and such accessory buildings as are provided for in the Loudoun County Zoning Ordinance in effect as of the date hereof.
2. No lot or parcel may be further subdivided in any manner.

3. Prior to the commencement of construction, house, guest house and accessory building location sites, design, style, construction and color on each parcel shall be approved by the Architectural Review Committee and shall be constructed with the same or compatible building materials and colors unless otherwise authorized by the Architectural Review Committee.

4. No entrance fences, gates or walls shall be erected or maintained unless the design and location is approved by the Architectural Review Committee; provided that only one entrance shall be permitted for each lot.

5. Except as specifically authorized by the Architectural Review Committee or herein provided, all fencing shall be cedar, split rail (at least 3 rails) and of natural colors. All fencing shall be kept in neat and good order. The owners of all lots upon which are located entrance features shall maintain the same at all times.

6. No guest house or accessory building may be constructed on any parcel not already improved by a single family dwelling. Provided, however that in the event two or more contiguous lots are owned by the same entity or persons, then, with the consent of the Architectural Review Committee, accessory buildings may be erected on a parcel not improved by a dwelling.

7. All dwellings shall contain no less than 4,000 square feet of finished living area exclusive of garages, basements, porches, patios and decks.

8. All exterior portions of any building construction and appropriate landscaping must be completed within one year from the date of the beginning of construction, unless house size requires a longer period which will be determined by the Architectural Review Committee. During construction all refuse shall be appropriately enclosed or secured.

9. No temporary structure may be erected on any parcel for use as living quarters and no outside toilet facilities shall be permitted except during construction of the dwelling.

10. No accessory buildings, tennis court, swimming pool or structure (including watering facilities for horse) shall be built closer than one hundred (100) feet of all property lines of contiguous parcels or closer than fifty (50) feet of any public or private road unless approved by the Architectural Review Committee.

11. No poultry, swine or cattle may be raised, bred or maintained for any purposes. No kennels of any kind shall be permitted. Horses will be allowed. Paddock and stable areas will be maintained with a minimum grass height of 6 inches. Fertilizing and liming shall be required to maintain the proper grass care. No stockpiling of manure shall be allowed on property. All horse manure must be spread over paddock and field areas by machinery. All watering facilities, other than natural stream shall be provided adjacent to or within stables.

12. No noxious or offensive activity shall be carried on or permitted on any parcel which may become an annoyance or nuisance to other parcel owners. All equipment for the storage and disposal of trash, garbage or other waste shall be kept clean and orderly and hidden from public view.

13. The fields and pastures shall be clipped and mowed as needed, and maintained free of Johnson grass and thistle. In any event, all open fields and pasture areas shall be mowed at least four times a year.

14. No trailer, camper, bus, machinery, boat, commercial equipment, disabled or unlicensed vehicle, or anything similar thereto, shall be constructed, repaired or stored on any lot except enclosed in an accessory building.

15. No satellite dish, television towers, radio transmission and/or receiving towers or antennas may be maintained on any lot, unless the same is totally hidden from public view by topography or other natural features and provided further that no such device shall be installed without the approval of the Architectural Review Committee.

16. No tennis court or swimming pool and fencing therefor shall be erected on any lot unless the same is appropriately screened and generally hidden from public view. All tennis court fencing shall be dark green in color. Provided further that the screening and fencing of such tennis courts and pools shall be approved by the Architectural Review Committee.

17. The location of all telephone and electric lines shall be underground. The right to install utility lines in the easements shown on the subdivision plat shall not be denied to any lot owner.

18. No signs shall be erected on any parcel or structure other than a mail box or name plate and/or house name or address not larger than four square feet and only at the entrance to any parcel; the design and location therefor shall be approved by the Architectural Review Committee.

19. No hunting shall be permitted on any of the land subject to these covenants and restrictions.

20. The lake shall be for use only of lot owners adjacent thereto and their guests. No additional piers or docks shall be built in the lake. No gasoline or diesel powered boats shall be operated on the lake.

21. The Architectural Review Committee shall be established and consist of at least two (2) members. J. Alfred Mason and Barbara T. Mason shall serve as members of the Committee for life or until such time as they resign or die at which time a majority of the owners of lots in the division shall elect their successors. The Architecture Review Committee shall, from time to time, adopt policies and procedures for submission and approvals.

22. The Architectural Review Committee and any individual owner shall have the right to enforce the restrictive covenants herein contained by actions in law or equity. Should the Architectural Review Committee Homeowner's Association or such individual owner prevail, the prevailing party shall be entitled to recover reasonable counsel fees and court costs incurred in enforcing the restrictive covenants.

23. Maintenance of the three common roadways serving the division shall be vested in the Road Committee which shall consist of at least two members. J. Alfred Mason and Barbara T. Mason shall serve as the Committee until such time as they resign or die, at which time a

Witness the following signatures and seals:

J. Alfred Mason (SEAL)
J. ALFRED MASON

Barbara T. Mason (SEAL)
BARBARA T. MASON

STATE OF VIRGINIA
COUNTY OF LOUDOUN, to-wit:

The foregoing Declaration of Restrictive Covenants and Road Maintenance Agreement was acknowledged before me this 8th day of April, 1988, by J. Alfred Mason and Barbara T. Mason, his wife.

Beth S. Brown
NOTARY PUBLIC

My commission expires: 6/17/91