

EVERGREEN FARM SUBDIVISION DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

MILL CREEK, BERKELEY, DELASHMUTT, WOOLMAN & QUARTERS

The real estate above described (hereinafter called "this Subdivision") is developed contemporaneously with Evergreen Country Club, Inc., a private membership owned country club, (hereinafter called "the Country Club"). This subdivision adjoins and, in many instances, surrounds the land of the Country Club, however, Evergreen Farm Development Corporation, the grantor herein and owner of Evergreen Farm Subdivision, is a separate legal entity from Evergreen Country Club, Inc. It is contemplated, though not required, that all, or a great majority, of the lots in this Subdivision will be owned by members of the Country Club.

Thus, because of the mutual and parallel interests of the said two entities, the real property above described is hereby made subject to protective covenants and restrictions hereby declared for the purpose of insuring the best use and most appropriate development and improvement of the Country Club and each building site in this Subdivision; to protect the Country Club and the owners of the building sites against such improper use of surrounding building sites as will depreciate the value of the property of each; to preserve, so far as practical, the natural beauty of said property; to guard against the erection thereon of undesirably designed or proportioned structures, and structures built of undesirable or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to secure and maintain proper set-backs from streets, and adequate free space between structures and in general, to provide adequately for a high type and quality of improvements on said property, and thereby to enhance the values of investments made by purchasers of building sites therein.

1. In order to ensure that the intent and purposes of these protective covenants and restrictions are complied with an Architectural Control Committee (hereinafter called "the Committee") is hereby established which shall have full authority in enforcing same.
2. The Architectural Control Committee shall be composed of (3) members. The initial members shall be: John J. Norman, Joe France, and Arthur W. Sinclair. The permanent address of the Committee shall be 410 Lee Avenue, Manassas, Virginia 22110, until changed by action of the Committee after notice to the lot owners. Any two of the three members may act for the Committee. The membership term of the Committee shall be indefinite, unless terminated as hereinafter provided. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. After January 1, 1975, the then record owners of a majority of the lots shall have the power to change the membership of the Committee and remove or elect its members. The members of the Committee shall not be entitled to any compensation for services performed hereunder.
3. No building, structure, fence, utility yard, screen planting or other improvements shall be erected, placed or altered on any premises until the building plans, specifications, and plot plans showing the location of such improvements on the site have been approved in writing as to the conformity and harmony of the external design and external materials. The Committee, in approving or disapproving such plans, shall take into consideration the location of such buildings, etc. with respect to topography, golf course, finish ground elevation and neighboring structures.
4. In the event the Committee fails to approve or disapprove such plans, design, specifications or location within 30 days after such have been submitted, or, in any event, if no suit to enjoin the erection of such building, improvement or making of alterations has been commenced prior to the completion thereof, such approval will not be required and covenant (3) shall be deemed to have been full complied with.
5. The lots of this Subdivision shall be used for residential purposes only. No purchaser of a lot in this Subdivision shall be allowed to subdivide a lot so as to produce a greater number of smaller lots. More than one lot, however, may be used for the erection or placement of a

residential structure provided that the location of such structure is approved in writing by the Committee. The operation of this particular covenant shall cease after January 1, 2000.

6. No structure except as provided in paragraph 12 herein, shall be erected, altered, placed or permitted to remain on any building site, other than one detached single family dwelling not to exceed 2 ½ stories in height, and a private garage for not more than four cars. It is expressly provided, however, that an efficiency apartment of not more than three rooms may also be constructed on any lot provided it is accompanied by a main dwelling as herein provided, which apartment may be occupied by domestic servants employed at the residence on the same lot or may be used as a guest house. Such apartment shall not be used otherwise, and in no event shall such apartment be rented. Such efficiency apartment may not be constructed unless the main dwelling has first been constructed or unless they are constructed at the same time.
7. Except with the prior written approval of the Committee no building of any kind, including garages, shall be located on any lot less than 50 feet from the front lot line, or less than 50 feet from any rear lot line, or less than 20 feet from any side lot line.
8. All residential structures, shall have a finished, heated living area, exclusive of porches, breezeways and garages, of not less than:
 1. For two-story, split level and bi-level structures: 2,200 square feet of such area.
 2. For one-story structures: 1,800 square feet of such area.
9. No obnoxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which, in the judgment of the Committee, may be or become an annoyance or nuisance to the neighborhood. No signs, or billboards shall be erected or maintained on the premises unless approved in advance by the Committee. No trade materials or inventories may be stored upon the premises and no trucks, tractors or equipment may be stored or regularly parked on the premises except in garages or utility yards as provided in paragraph 16.
10. No trailer, basement (unless said basement is a part of a residence erected at the same time), tent, shack, other out buildings or any temporary structure shall be erected or placed on any lot covered by these covenants, except as specifically permitted herein, and in no event shall such be used as a residence.
11. No animals or poultry of any kind, other than pets and horses as set forth in paragraph 12, shall be kept or maintained on any lot. Such allowable pets, or horses may not be kept for boarding, breeding, or maintained for any commercial purposes whatever.
12. On Lots 1 to 9, 61 to 66 and 73 to 83, all inclusive, lot owners may keep horses or ponies, except that the number of horses or ponies shall not exceed two for each lot. Stables or suitable structures for such horses or ponies are required and such structures are subject fully to the provisions of paragraph 3 herein.
13. Adequate off-street parking shall be provided by the owner of each lot for the parking of motor vehicles owned by such owner. Owners of lots agree not to park their motor vehicles on the streets in the development.
14. The Evergreen Country Club lake and golf course and all facilities related thereto are the exclusive property of the Country Club and no lot owner in the Subdivision shall have any right to use said facilities of the Country Club by virtue of owning a lot in this Subdivision.
15. Each lot owner shall keep his lot and recreation easement free of tall grass, undergrowth, dead trees, trash and rubbish, and properly maintain it so as to present a pleasing appearance, and shall maintain the proper contour of the land in order to prevent erosion. In the

event a lot owner does not properly maintain his lot as above provided, in the opinion of the Committee herein above mentioned, then the Committee may have the required work done and the cost thus incurred by the Committee shall be paid by the owner.

16. Each lot shall have thereon one or more utility yards and at least one such utility yard shall be constructed at the same time the main residence is constructed, unless provisions are made for the housing of the items set forth below either in the main residence or garage. Plans for such utility yards shall be submitted together with plans for the main residence. Each utility yard shall be screened by fencing or shrubbery with the height, design and materials to be approved by the Committee. The following buildings, structures, and objects may be erected and maintained and allowed to remain on the lot only if the same are located wholly within the main residence or wholly within a utility yard: pens, yards, and houses for pets, (exclusive of horses) above ground storage of construction materials, wood, fuel oil tanks, clothes racks and clothes lines, clothes washing and drying equipment, laundry rooms, tool shops, workshops, garbage and trash cans, boats and boat trailers, campers and trailers.
17. All telephone, electric and other utility lines and connections between the main utility lines and the residences or other buildings on each lot shall be concealed and located underground so as not to be visible.
18. An easement is reserved for Evergreen Country Club, its successors and assigns and all lot owners, as indicated on the Subdivision plat, for the purpose of a recreation easement for horseback riding, walking and golf course use. Lot owners may not in any manner obstruct free passage along this easement; however, lot owners shall be required to maintain the appearance thereof in keeping with paragraph 15 herein. Planting within the easement is permitted so long as passage is not obstructed.
19. The discharge of firearms of any size and caliber is hereby prohibited within the Subdivision.
20. The construction and fencing of swimming pools and tennis courts shall be subject to the approval of the Committee and shall be located in a manner so as not to detract from the general appearance of the lot or subdivision or interfere with the operation or use of the Country Club property by its members.
21. All boundary fences on the lots shall be approved by the Committee, and shall be constructed of wood, stone, or shrubbery. Such fences shall be limited to 4 ½ feet in height.
22. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2000 at which time said covenants shall be automatically extended for successive periods of ten years, unless by a vote of two-thirds of the then record owners of the lots in the Subdivision, it is agreed to change said covenants in whole or in part.
23. Invalidation of any of these covenants or any part thereof by judgments or court orders shall not otherwise affect the other provisions which shall remain in full force and effect.

(AMENDMENT NUMBER ONE)

THIS AMENDMENT OF EVERGREEN FARM SUBDIVISION DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS, made this 22nd day of May, 1970, by EVERGREEN FARM DEVELOPMENT CORPORATION, a Virginia Corporation:

WHEREAS, by Deed of Dedication dated January 28, 1970, and recorded in Deed Book 534, pages 661 through 669, of the Land Records of Prince William County, Virginia, subdivided certain land therein described and imposed certain covenants and restrictions thereon; and

WHEREAS, It appears that in order to provide for the possible, necessary and/or proper adjustments in certain boundary lines of lots on the plat of subdivision, Evergreen Farm Development Corporation hereby adds to the aforesaid covenants and restrictions the following:

“22A – Irrespective of any other provision herein, Evergreen Farm Development Corporation, specifically reserved to its self the right, from time to time, to amend, correct or resubdivide any lot or lots show on the plat recorded in Map Book 21, Pages 4 through 7, so long as any such amendment, correction or resubdivision is, in the opinion of the Board of Directors of Evergreen Farm Development Corporation, in keeping with original intent and purpose of the protective covenants and restrictions a heretofore stated.”

And whereas it further appears to be in the best interest of the development and in keeping with the intent and purpose thereof to make other changes in the aforesaid covenants and restrictions, the following deletions, corrections or clarifications are made:

1. Paragraph 12 is amended so as to delete and eliminate lots 61 through 66 as permissive for the owner to keep horses or ponies thereon.
2. Lots 40 and 41 shall be served by a single driveway for ingress and egress to the public street which shall be maintained jointly and equally by owners of the two lots. Location of the said driveway shall be as determined by the Architectural Control Committee.
3. Improvements in existence on lots 5 and 14 on January 30, 1970, shall be considered prior existing non-conforming structures insofar as they might be in conflict with these restrictions. Any additions, whether to existing structures or free standing, shall conform to all protective covenants and restrictions.

All provisions of the aforesaid deed of dedication, not inconsistent herewith, are hereby reaffirmed.

In WITNESS WHEREOF, EVERGREEN FARM DEVELOPMENT CORPORATION, a Virginia Corporation, has caused this Amendment to be signed by its President and its corporate seal to be affixed by its Secretary:

EVERGREEN FARM DEVELOPMENT CORPORATION

(AMENDMENT NUMBER TWO)

SECOND AMENDMENT TO EVERGREEN FARMS SUBDIVISION DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

THIS SECOND AMENDMENT to Evergreen Farms Subdivision Declaration of Protective Covenants and Restrictions made this 1st day of May, 1999, by and between the undersigned property owners of Evergreen Farms Subdivision;

Witnesseth:

Whereas, by Deed of Dedication, dated January 28, 1970, and recorded in Deed Book 534 at page 661, of the land records of Prince William County, Virginia, the Developer subdivided certain land therein described and imposed certain covenants and restrictions thereon; and

WHEREAS, the Declaration of Protective Covenants and Restrictions which are part of said Deed of Dedication was AMENDED on May 22, 1970, recorded in Deed Book 546 at Page 098, among the said land records; and

WHEREAS, more than two-thirds of the lot owners (63 or more of 80) of Evergreen Farms Subdivision have agreed to FURTHER AMEND the Declarations of Protective Covenants and Restrictions to eliminate the last sentence in paragraph 5.

NOW THEREFORE, for an in consideration of the premises and the best interests of the lot owners of Evergreen Farms Subdivision, the above-referenced Declaration of Protective Covenants and Restrictions, which is a part of the Deed of Dedication, dated January 28, 1970, in Deed Book 546 at Page 098, among the said land records, is hereby further amended as follows:

1. The last sentence of paragraph 5, which states "The operation of this particular covenant shall cease after January 1, 2000: is hereby DELETED. Paragraph 5 shall now read as follows:

"5. The lots of this subdivision shall be used for residential purposes only. No purchaser of a lot in this subdivision shall be allowed to subdivide a lot so as to produce a greater number of small lots. More than one lot, however, may be used for the erection or placement of a residential structure, provided that the location of such structure is approved in writing by the Committee."

Except as modified hereby and by the prior Amendment, all other terms and provisions of the aforesaid Deed of Dedication with Declaration of Protective Covenants and Restrictions shall remain in full force and effect.

EVERGREEN FARM SBUDIVISION COVENANTS AND RESTRICTIONS

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