

EVERGREEN FARM MOUNTAIN TRACT DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

MOUNTAIN ROAD

The real estate above described (hereinafter called "Evergreen Farm") 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, is a separate legal entity from Evergreen Country Club, Inc. It is contemplated, though not required, that all, or a great majority, of the parcels in Evergreen Farm 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 Evergreen Farm; 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 9317 Grant Avenue, Manassas, Virginia 22110, until changed by action of the Committee after notice to the parcel 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, 1980, 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 locations 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 three (3) shall be deemed to have been full complied with.

5. The parcels of Evergreen Farm shall be used for residential purposes only. No purchaser of a parcel in Evergreen Farm shall be allowed to subdivide such parcel so as to produce a greater number of smaller lots. More than one parcel, 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.
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 parcel 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 parcel 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 parcel less than 100 feet from the front parcel line, or less than 50 feet from any rear parcel line, or less than 30 feet from any side parcel line. No structure of any kind shall be erected above the 600 foot elevation line.
8. All residential structures, shall have a finished, heated living area, exclusive of porches, breezeways and garages, of not less than:
 - a. For two-story level and bi-level structures: 2,200 square feet of such area.
 - b. 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 parcel, 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 parcel 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 parcel. Such allowable pets, or horses may not be kept for boarding, breeding, or maintained for any commercial purposes whatever.
12. Parcel owners may keep hoes or ponies, except that the number of horses or ponies shall not exceed two for each parcel. 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 parcel for the parking of motor vehicles owned by such owner. Owners of parcels 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 owner of land shall have any right to use said facilities of the Country Club by virtue of owning a lot in this Subdivision.
15. Each parcel owner shall keep his parcel 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. The cutting of living

trees shall be held to a minimum, with a total clearing of trees being limited to areas for the building site, septic drain field, gardens, driveways and parking areas. Management of timber shall be in accord with sound forestry practices thus allowing selective cutting to be practiced so long as the character of the forest is not altered. In the event a parcel owner does not properly maintain his parcel 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 parcel 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 parcel 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, work shops, 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 parcel shall be concealed and located underground so as not to be visible.
18. The discharge of firearms of any size and caliber is hereby prohibited within Evergreen Farm.
19. 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 parcel or other parcels or interfere with the operation or use of the Country Club property by its members.
20. All boundary fences on the parcels 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.
21. 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 parcels in Evergreen Farm, it is agreed to change said covenants in whole or in part.
22. 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.

EVERGREEN FARM SBUDIVISION COVENANTS AND RESTRICTIONS

Activities, restrictions	9	Oil tanks	16
Animals	11	Out buildings	6, 10
Apartments	6	Parking	13
Architectural Control Committee	1, 2	Pens	16
Boarding of horses or pets	11	Pets	11

Boats	16	Plans, requirement to submit to ACC	3
Breeding of animals	11	Plans, approval by ACC	4
Buildings, requirements	3,6,8	Propane tanks	16
Campers	16	Recreation easement	18
Clothes Lines	16	Screening	16
Dog Houses	16	Servant quarters	6
Duration of Covenants	22	Setback requirements	7
Efficiency apartments	6	Signs and billboards	9
Erosion control	15	Stables	3, 12
Evergreen Country Club, use of	14	Storage of materials & equipment	9, 16
Fences	3,16,20,21	Subdividing lots	5
Firearms	19	Swimming pools	3, 20
Fuel oil tanks	16	Tennis courts	3, 20
Garbage cans	16	Tents	10
Grass, mowing of	15	Tractors	9
Guest houses	6	Trailers	9,10,16
Horses & ponies	3, 11, 12	Trash and rubbish	15
Houses, requirements	3, 8	Trash cans	16
Landscaping	3, 15	Trucks	9
Livestock	11	Utility and telephone lines	17
Lots, use for residential purposes only	5	Utility yards	3, 16
Motor vehicles	13	Vacant lots	15
Mowing requirements	15	Wood piles	16