

MERIFIELD INC., RESTRICTIVE COVENANTS

COMMONWEALTH OF VIRGINIA RESTRICTIVE COVENANTS

COUNTY OF MECKLENBURG

THIS DECLARATION OF RESTRICTIVE COVENANTS, made this 4th day of March, 1977 (different date for each section), by MERIFIELD ACRES, INC., a North Carolina Corporation; hereinafter called "Declarant";

WITNESSETH:

WHEREAS, the Declarant is the owner of real property described below and desires to subject said real property to the restrictive and protective covenants hereinafter set forth for the purpose of insuring the best use and the most appropriate development and the improvement of said property and to protect owners of lots against such improper use of surrounding lots as will depreciate the value of their property; to preserve, so far as practical, the natural beauty of said property; to guard against poorly designed and proportioned structures and structures built of improper 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 said building sites, to secure and maintain property setbacks from streets, and adequate free space between structures, and in general to provide adequately for a high type and quality of improvement on said property and thereby to enhance the value of lots therein.

NOT, THEREFORE, the Declarant hereby declares that the residential lots (hereinafter referred to as the "Lots") shown and designated on that certain plat of subdivision of Merifield Acres, Roanoke Point, (Section and Unit and deed book and page) in the Clerk's Office, Mecklenburg County, Virginia, shall be held, transferred, sold, and conveyed, subject to the covenants, conditions and restrictions set forth below, which shall run with the land and be in full force and effect for a period of 40 years from March 4, 1977 [date changes per section], and shall be automatically extended in their entirety for successive periods of 10 years, provided, however, that these restrictive covenants may be amended, altered, released or terminated at any time during the initial 40 year period or the succeeding 10 year periods thereafter by appropriate instruments in writing, executed and acknowledged by the owners of a majority of the lots affected hereby, and filed of record in the Clerk's Office of Mecklenburg County, Virginia, except on or after one year from the date of the first sale of a lot affected by these restrictive covenants, and thereafter those lots owned by Declarant shall not be counted in determining said majority and Declarant shall not amend, alter, release or terminate these restrictive covenants.

1. The Lots. Each lot shall constitute a residential building site and shall be used for residential purposes only. The lay of the lots as shown on the record plat hereinabove referred to shall be substantially adhered to; provided, however, the size and shape of any lot may be altered so long as no lot or group of lots are resubdivided to produce a greater number of lots.

2. Architectural Committee. No structure shall be erected, placed, or altered on any lot until the building plans, specifications, and plat plan showing the location of such structure have been approved in writing as to conformity and harmony of external design and size of interior floor area with existing structures in the development and as to location of the structures with respect to topography and finished ground elevation by an Architectural Committee (the "Architectural Committee") composed of three persons designated and appointed by Declarant, its successors or assigns. In the event the Architectural Committee fails to approve or disapprove such design, location or any other application within thirty (30) days after said plans, specifications or application have been submitted to it, such approval will not be required and this covenant will be deemed to have been fully complied with. The Architectural Committee shall be required to act reasonably in approving or disapproving any application. Members of the Architectural Committee shall not be entitled to any compensation for services performed as members of such Committee. The Architectural Committee appointed by Declarant shall serve one year from the date of the first sale of a lot affected by this declaration, at which time the term of said appointees shall automatically terminate. The owners of a majority of the lots affected by the declaration, attending a meeting, either in person or by proxy, called for such purpose by the Architectural Committee shall then elect three (3) members of the Architectural Committee. The Declarant shall not vote its slots at any such election. The term of each member of the Architectural Committee so elected, shall be three (3) years except the term of the first Architectural Committee so elected shall be three (3) years for the electee receiving the highest number of votes, two (2) years for the electee recording the next highest number of votes, and one (1) year for the electee receiving the next highest number of votes. Each lot owner shall have three votes and voting shall not be cumulative.
3. Dwelling. No structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height, exclusive of basement, and one detached structure not exceeding the same height to be used as a private garage for not more than three cars. No single-family dwelling which has a ground floor heated area of less than 1,100 square feet, no less than 1,400 square feet heated for a dwelling of more than one story exclusive of porches, breezeways, garages, basements and decks, shall be erected, placed or permitted to remain on any lot unless the Architectural Committee has given its prior written approval thereto. In addition, no building, or other structure, or projection therefrom, shall be erected upon or extend above or below ground within 25 feet of any street frontage or 12 feet of any side boundary line of any lot.
4. Use. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Only usual household pets will be allowed on the and such pets shall be restricted to the Lots, and will not be allowed to run at large. No signs or billboards shall be erected or maintained on the Lots. No trade materials or inventories may be stored and no mobile homes, trailers, camping trailers, trucks or tractors, or inoperative vehicles may be used, stored or regularly parked on the premises. No business activity of any kind, which shall include but not be limited to the use of any residence as a professional office of any kind, a rooming house, a boarding house, or an antique or gift shop shall be carried on upon any Lot.
5. Water and Sewer. No building shall be erected, maintained, or permitted to remain on any Lot which is not provided with adequate sewage disposal and adequate water supply, in accordance with the requirements of any governmental agency having jurisdiction with

respect thereto. If and when a public sewer and water system is available at a point in the street or any easement which abuts or adjoins the Lot of a property owner, then said owner shall be required to connect therewith at his own expense.

6. Temporary Structures. Unless approved by the Architectural Committee in writing, no building of a temporary character, including specifically house trailers and tents, shall be erected or allowed to remain on any Lot, and in the absence of further written approval of the Architectural Committee, no such building located on any Lot shall be used as a residence, permanently or temporarily; provided, however, that in the course of the construction of a building as set out above, the contractor or builder may have shelters or storage sheds to protect the lumber and building supplies used in the course of construction and for no other purpose, and all such shelters or storage sheds shall be removed from the premises within ten (10) days after the completion of the building.
7. Lot Use and Maintenance. Each Lot owner shall maintain and preserve his Lot or Lots in a clean, orderly and attractive appearance within the spirit of this development, as set out above. Failure on the part of the Lot owner to adhere to such proper, clean, orderly and attractive maintenance of his property, upon ten (10) days' written notice given to him by the Architectural Committee, shall subject the Lot owner to a suit for specific performance.

No open or exposed storage, including junk or abandoned items of personal property, shall be maintained on any Lot, no trash or refuse, including leaves, shall be burned in an open incinerator on the Lots within the development.

Garbage must be kept in covered metal containers. Trash, tin cans, paper and similar items must be kept in wire or metal containers.
8. Trees. No trees measuring six inches or more in diameter (outside bark to outside bark) at six feet above the ground level may be removed without prior written approval of the Arch. Comm.
9. Reserved Easements. There are reserved, perpetual, alienable, and releasable easements within the above described real property and the right on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains, and other suitable equipment for the conveyance to the land being developed of electricity, telephone, television cable facility, gas, sewer, water and other public conveniences or utilities on, in and over the rear and/or front 7.5 feet of each Lot and 7.5 feet along the side of each Lot within the development.
10. Assessments. In order to provide permanent funding for street and road maintenance and such additional community services as The Merifield Acres Landowners Association (the "Association") may from time to time deem necessary or desirable in connection with its effort to maintain an attractive community appearance and the privacy and general safety of Lot owners, including such services as maintenance of a security system and security guards, garbage pickup arrangements, maintenance of certain common areas such as picnic areas, community docks and similar facilities or areas provided for the general use of Lot owners without separate charge therefore, each Lot owner shall be a member of the Association, and for himself, his heirs and assigns, covenants and agrees to pay to the Association, its successors or assigns, annually, an amount assessed against each Lot owned by said Lot owner by the Association in accordance with the following provisions:

- (a) The annual assessment for each Lot shall be \$75.00; provided however, that such assessment shall be increased to \$125.00 for any Lot which has a completed dwelling constructed thereon as of January 1 of the calendar year.
 - (b) The Association shall have the right to increase the foregoing assessments by not more than ten percent (10%) per year; provided, however, that such increases shall not be implemented unless the cost of providing community services during the preceding calendar year exceeded the sums collected therefore pursuant to this paragraph; and provided further that the annual assessment for an unimproved Lot shall not exceed \$100.00 and for an improved Lot shall not exceed \$160.00.
 - (c) Any obligation of the Association to provide Street and road maintenance and such other community services as may from time to time be implemented, terminated or renewed, shall be limited to the extent that such services can be provided with the proceeds derived from assessments collected pursuant to this paragraph. It is understood that the County of Mecklenburg will not be responsible in any way in the future for the development, maintenance, supervision, or control of said private streets.
 - (d) Declarant shall have the right to transfer to the Association, title to any streets, roads, or other common areas or facilities situated within the development.
 - (e) The annual assessment referred to herein, shall become due and payable at such time or times as the Association may determine and shall, when due, become a lien on the Lot against which the charge is made, subject and subordinate only to the lien of any first deed of trust now or hereafter placed thereon.
 - (f) One year from the first sale of any Lot affected by these restrictive covenants, and thereafter, and regardless of the Lots actually owned by Declarant, Declarant shall not be entitled to cast a vote for any Lot owned by Declarant or otherwise take part in any election or procedure in which lot owners are entitled to participate as members of the Association.
11. Enforcement. In the event of any violation or breach of any of the restrictions contained herein by any Lot owner or agent of such owner, the owners of Lots within the development, or any of them jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach of any of the restrictions set out above, but before litigation may be instituted ten days' (10) written notice of such violation shall be given to the owner or his agent. The failure to enforce any right, reservation or condition contained in this declaration, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.
12. Severability. The invalidation by any court of any restriction contained in this declaration shall in no way affect any of the other restrictions, but they and each of them shall remain in full force and effect.

IN WITNESS WHEREOF, Merifield Acres, Inc., by duly adopted corporate resolution, has caused this instrument to be executed by David S. Wilson, its President, and the seal of the corporation affixed and attested by Terrence M. Domnick, its Secretary, all as of the year, month and day first above written.