

884

THIS DEED OF DEDICATION AND RESTRICTIVE COVENANTS, made this 25th day of April 1967 by FRANK C. MALLINSON and JEAN L. MALLINSON, his wife;

WITNESSETH: THAT WHEREAS; Frank C. Mallinson is the owner of a certain tract or parcel of land situate in Mercer Magisterial District, Loudoun County, Virginia, and Scott Magisterial District, Fauquier County, Virginia, which is the same land which was conveyed to Frank C. Mallinson by Mrs. William E. Dobbins, widow, by deed bearing date on the 14th day of January 1965 and of record in the Clerk's Office of the Circuit Court for Loudoun County, Virginia, in Deed Book 443 at Page 502, to which reference is hereby made; and

WHEREAS, the party hereto is desirous of subdividing the said tract into lots and dedicating certain parts thereto into streets and roadways and the said subdivision is to be known as "Middleburg Downs."

NOW, THEREFORE, in consideration of the premises, Frank C. Mallinson, being the sole owner and proprietor of the sforesaid parcel as is more particularly shown upon a plat attached hereto and made a part hereof by R. M. Dartenstein and Associates, Certified Engineers and Land Surveyors, according to a survey made on April 5, 1965.

This subdivision is made in accordance with the desire of said owner and proprietor hereto in accordance with the statutes of Virginia and the Ordinances of the Counties of Loudoun and Fauquier, Virginia, and the Town of Middleburg, Virginia, governing the subdividing and platting of said land;

Amendment
473-45
Amendment
506-231

NOTE: No Plat was
ATTACHED TO THIS INSTRUMENT

Reorganization of Committee Members and Appointments of New Members 613-199

all streets appearing on said plat attached hereto are hereby dedicated as public streets and the lots herein described are subject to the following restrictive covenants to be recorded among the Land Records of Loudoun and Fauquier Counties, Virginia, in the office of the appropriate Clerks of the Circuit Courts and they are hereby established by said owner and are hereby declared to be in full force and effect following the date of the signing of this deed. It is understood and agreed that the aforesaid land is to be owned subject to the following restrictions, conditions and limitations which are to be construed as covenants running with the land:

1. LAND USE AND BUILDING TYPE - No lot shall be used except for residential purposes. No building 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, guest house and a private garage for not more than three cars, and stable.
2. DWELLING COST AND SIZE - No dwelling shall be permitted on any lot until the plans and specifications of said dwelling are submitted to a Committee for approval of said plans and specifications. This Committee is composed of Frank C. Mallinson, Thomas G. Slaton and Thomas B. Glascock. The Committee shall, by appointment, replace any members who resign or for any reason are unable to serve.
3. BUILDING LOCATION - No building shall be located on any lot nearer to the front lot line or nearer to the side line than the minimum building setback lines in accordance with the Zoning Ordinances of Loudoun and Fauquier Counties, Virginia, and the Town of Middleburg, Virginia, or as indicated on the plat of record.

4. EASEMENTS - Easements and rights of way shall be reserved for the erection, construction and maintenance of poles, wires and conduits for the transmission of electricity for lighting, telephone and other purposes and of the attachments in connection therewith, public and private water conduits, sewers, storm water drains, land drains, pipes and any other method of conducting and performing any public or quasi-public utility or function beneath the surface of the ground. Such easements and rights of way are reserved in and over the front line, back lines and side lines for a ~~minimum~~ ^{minimum} of 15 feet of all lots and also reserved in and over all streets, private lanes, parks, private or otherwise, and the declarer shall have the right, without liability for damages or trespass; to enter upon said land at any and all times for any of the purposes for which said easements and rights of way are reserved.

5. NUISANCES - No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No pigeons or other fowl shall be permitted. No abandoned tractors or automobiles or other abandoned equipment of any kind shall be permitted to remain on said lot or lots.

6. TEMPORARY STRUCTURES - No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at anytime as a residence either temporarily or permanently.

7. SIGHT DISTANCE AT INTERSECTIONS - No fence, wall or hedge shall be erected, built, planted, constructed or

cultivated on the front lot line of any lot in said subdivision without the express permission of the aforesaid Committee.

8. TERM - These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

9. ENFORCEMENT - Enforcement shall be proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

10. SEVERABILITY - Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

WITNESS the following signatures and seals:

Frank C. Mallinson (SEAL)
Frank C. Mallinson

Jean L. Mallinson (SEAL)
Jean L. Mallinson

STATE OF VIRGINIA)
City of Loudoun) To-wit:
COUNTY OF LOUDOUN)

I, J. L. McARDUR, a Notary Public in and for the County of Loudoun in the State of Virginia, do hereby certify that Frank C. Mallinson and Jean L. Mallinson, his wife, whose names are signed to the foregoing writing bearing date on the 25th day of April 1967 have acknowledged the same before me in my County and State aforesaid.

Given under my hand this 25th day of April 1967.

My Commission expires: MARCH 27 1968

J. L. McARDUR
Notary Public



*Delivered to:
Hill & Co. Inc.
Farmingdale, Pa.
5/1/67*

VIRGINIA: In the office of the Clerk of the Circuit Court of Loudoun County, April 26, 1967 at 9:30 AM. The foregoing instrument was this day presented in said office and, with certificate annexed, admitted to record.

Teste: J. L. McARDUR Clerk
Ray Lawrence B. Stearns, Deputy

THIS DEED OF DEDICATION AND RESTRICTIVE COVENANTS, made this 16th day of May 1967 by FRANK C. MALLINSON and JEAN L. MALLINSON, his wife;

WITNESSETH: THAT WHEREAS, by Deed of Dedication and Restrictive Covenants recorded in Deed Book 471 at Page 646 in the Clerk's Office of the Circuit Court for Loudoun County, Virginia, covering land conveyed to Frank C. Mallinson by Mrs. William E. Dobbins, widow, by deed bearing date on the 14th day of January 1965 and of record in the Clerk's Office aforesaid in Deed Book 443 at Page 502; and

WHEREAS, the party hereto is desirous of amending said Restrictive Covenants,

NOW, THEREFORE, in consideration of the premises, Frank C. Mallinson, being the sole owner and proprietor of the aforesaid parcel as is more particularly shown upon a plat attached to the above referred to Restrictive Covenants made by R. M. Bartenstein and Associates, Certified Engineers and Land Surveyors, according to a survey made on April 5, 1965.

This subdivision is made in accordance with the desire of said owner and proprietor hereto in accordance with the statutes of Virginia and the Ordinances of the Counties of Loudoun and Fauquier, Virginia, and the Town of Middleburg, Virginia, governing the subdividing and platting of said land; all streets appearing on said plat above mentioned are hereby dedicated as public streets and the lots herein described are subject to the following restrictive covenants to be recorded among the Land Records of Loudoun and Fauquier Counties, Virginia, in the office of the appropriate Clerks of the Circuit Courts and they are hereby established by said owner and are hereby declared to be in full force and effect following the

XXXXXXXXXX
XXXXXX
O HAZEN STREET
LEESBURG, VIRGINIA

date of the signing of this deed. It is understood and agreed that the aforesaid land is to be owned subject to the following restrictions, conditions and limitations which are to be construed as covenants running with the land:

2 (a). No dwelling shall be permitted on any lot that has a useful square footage of less than 2200 square feet.

2 (b); No dwelling shall be erected on that property which has a facade identical to any other dwelling in the said subdivision.

WITNESS the following signatures and seals:

Frank C. Mallinson (SEAL)
Frank C. Mallinson

Jean L. Mallinson (SEAL)
Jean L. Mallinson

STATE OF VIRGINIA }
County of Loudoun } To-Wit:
CITY OF ALEXANDRIA }

I, Barbara Ann Costas, a Notary Public in and for the County of Loudoun in the State of Virginia, do hereby certify that Frank C. Mallinson and Jean L. Mallinson, his wife, whose names are signed to the foregoing writing bearing date on the 16th day of May 1967 have acknowledged the same before me in my City and State aforesaid.

Given under my hand this 22nd day of May 1967.

My Commission expires: June 8, 1969

My Commission Expires
June 8, 1969

Barbara Ann Costas
Notary Public

I was commissioned:
Barbara Ann Costas

VIRGINIA: In the office of the Clerk of the Circuit Court of Loudoun County,

May 25, 1967 at 9:30 A.M. The foregoing instrument was this day presented in said office and, with certificate annexed, admitted to record.

Teste: J. T. Martin Clerk

By Louise S. Shidner, Deputy

COMMERCIAL SECURITY BANK
6 MARKET STREET
LEWISBURG, VIRGINIA

Delivered to:
Hill & Co. Lawyers
Loudoun, Va.
6-2-67

AMENDMENT TO RESTRICTIVE COVENANTS

THIS AMENDMENT TO RESTRICTIVE COVENANTS made and entered into this 10th day of MARCH, 2004 by the undersigned lot owners.

RECITALS:

WHEREAS, by Deed of Dedication and Restrictive Covenants made by Frank C. Mallinson and Jean L. Mallinson, dated April 25, 1967, and of record in the Clerk's Office of the Circuit Court of Loudoun County, Virginia in Deed Book 471 at page 646, the Middleburg Downs Subdivision was created and certain restrictive covenants were imposed upon Lots 1 - 46 inclusive of the Subdivision; and

WHEREAS, the Middleburg Downs Subdivision is situate in the Mercer Magisterial District of Loudoun County, Virginia and in the Scott Magisterial District of Fauquier County, Virginia; and

WHEREAS, the paragraph 8 of said Deed of Dedication and Restrictive Covenants provides that the restrictive covenants may be changed by an instrument signed by a majority of the then lot owners; and

WHEREAS, said Restrictive Covenants have been amended by Deed of Dedication and Restrictive Covenants recorded in Deed Book 473, at page 45; and by Deed of Dedication and Restrictive Covenants recorded in Deed Book 506, at page 281; and by instrument recorded in Deed Book 613, at page 199, all among the aforesaid land records; and

WHEREAS, the current owners of the lots encumbered by said restrictive covenants are as follows:

LOT	OWNER(S)	DEED BOOK	PAGE
1	DENIS J. COTTER MARTHA OBRIEN COTTER	898	1153
2	GEORGE A. DEVORSHAK KAREN DEVORSHAK	1543	1347
3	DAVID H. BELL SHIRLEY M. BELL	584	314

4	CLAUDE L. MARTIN GERTRUDE E. TEES	INSTRUMENT NUMBER 200307310098600	
5	CLAUDE L. MARTIN GERTRUDE E. TEES	1457	506
6, 7	RICHARD O. DANKER JANET M. DANKER	1357	754
8	RONALD D. JACKSON MARY JO JACKSON	680	44,46
9	PAUL D. WESTON ROSEMARY WESTON	617	636
10	MARIANA KORULAKI	1778	1444
11A	BEATE LANG	1260	1489
12A	WILLIAM MEZZANOTTE SANDRA MEZZANOTTE, ET AL	INSTRUMENT NUMBER 200308130104287	
13	DAVID C. LYONS, TRUSTEE	1970	2174
14	JAMES R. GOSNELL ANNE F. GOSNELL	857	186
15, 16	SALAMANDER DEVELOPMENT, LLC	2129	517
17	CHRISTIAN S. VIEWEG KATHRYN L. VIEWEG	949	1232
18	WILLIAM A SCHROEDER ESTATE	WB124	1990
19, 20	DAVID F. CONDON HARRIETT MORGAN CONDON	898	514
21	FARRIS SADAK GAMILE SADAK	572	248

22	FARRIS SADAK GAMILE SADAK	519	419
23	GREGORY W. FLETCHER MEGAN C. FLETCHER	1565	917
24	TYLER M. GORE, JR. PEGGY G. GORE	591	575
25	GEORGE ROBERT TIEDEMAN BARBARA J. TIEDEMAN	596	522
26	WILLIAM LEE JOHNSON STEPHANIE J. JOHNSON	754	629
27	TRACEY LYNNE NEWTON	1671	1328,1331
28	MARSHALL P. PIERCE LYNN F. PIERCE	1345	1265
29	WILLIAM S. SMITHERS, III KIMBERLEY SMITHERS	1230	1183
30	MARION M. BANNER	1796	1763
31	JOHN R. ROBISON JOAN E. ROBISON	492	580
32, 33, 34, 40, 41, 42, 43, 44, 45, 46	LILLY, ELIZABETH MARIE	WB125	1282
35	CHESTER F. LOW HELEN LOW	498	591
36	RICHARD W. BERGER KAREN M. BERGER	1332	835
37	WILLIAM E. LEWIS VICTORIA M. JANN-LEWIS	1294	251
38	LOUIS A. GRILO NANCY M. GRILO	714	304

WHEREAS, the undersigned, being a majority of the current lot owners, desire to amend the restrictive covenants as set forth below.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the undersigned lot owners do hereby amend the restrictive covenants recorded in Deed Book 471, at page 646 as follows:

1. **BUILDING SIZE** - All construction of new residential dwellings shall have at least 3500 square feet of finished living space exclusive of basements, garages and outbuildings. Residential dwellings constructed prior to the date of recordation of this Amendment within Middleburg Downs Subdivision are exempt from this provision.

2. **INTERPARCEL ACCESS PROHIBITED** - No lot, or any part thereof, may be used for the construction of a public street or private easement, and/or road or driveway, so as to provide access to and from the public streets within the Middleburg Downs Subdivision to any lot or parcel which is not part of Middleburg Downs Subdivision.

3. **WELLS AND DRAINFIELDS** - All wells and drainfields must serve the lot upon which they are constructed or a lot within Middleburg Downs Subdivision. No lot may have a well or drainfield which serves an adjoining or neighboring property that is not within Middleburg Downs Subdivision. Wells and drainfields which are in existence at the date of recordation of this amendment are exempt from this provision.

4. **COSTS OF ENFORCEMENT** - Any party who prevails in a proceeding at law or in equity for the enforcement of any covenant applicable to the lots in Middleburg Downs subdivision shall be entitled to the recovery of attorney's fees and court costs.

5. **PRIOR COVENANTS** - All covenants and restrictions previously recorded and imposed upon Lots 1 - ~~46~~, Middleburg Downs Subdivision remain in full force and effect.

6. **SEVERABILITY** - Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

WITNESS THE FOLLOWING SIGNATURES AND SEALS: