

LAWNVALE ESTATES shall be subject to the following covenants, restrictions and reservations that shall be deemed covenants running with the land.

1. No lot shall be used except for residential purposes. This covenant shall not be construed to preclude the use of any land for a swimming pool, recreation purposes and household pets.

2. No lot, or portion thereof, nor any buildings, including outbuildings, or structure, or any improvements placed, erected or permitted to remain thereon, shall be used in any manner as to constitute a nuisance, or used in any manner as to endanger the lives, health and comfort of, or unreasonably disturb the peace or quiet of any owner or occupant of adjoining property of the neighborhood.

3. No animals, except household pets, and no chickens or other fowl shall be kept or maintained on any lot or any portion thereof.

4. No lot or any portion thereof shall be used or maintained as a dumping or storage ground for rubbish. Trash, garbage, refuse, or other waste material shall be kept in a storage room, or area, screened by appropriate planting or otherwise, and shall be kept in a sanitary container.

5. No structure of a temporary character, trailer, basement, tent, shack, garage, or other outbuilding shall be kept on any lot any time as a residence, either temporarily or permanently.

6. When Lawnvale Estates Homeowner's Association, Inc., a non-profit association, has been formed and all of the lots within Lawnvale Estates are sold, or at the discretion of the Grantor, the Grantor shall make his appointee, under these covenants and restrictions, the Lawnvale Estate Homeowner's Association, Inc. The membership in this association or corporation shall be the owners of the lots in Lawnvale Estates. Each lot owner shall be entitled to one voting share and that share shall be assigned and automatically transferred to any subsequent owner of each parcel so sold. The primary responsibility of Lawnvale Estates Homeowner's Association, Inc. shall be to care for and maintain the private roads, the pedestrian and equestrian easements, and the recreational areas, if any, of Lawnvale Estates, and in addition thereto, to administer and enforce these covenants, restrictions and reservations.

7. All lots, improved or unimproved, shall be maintained in a neat and sightly manner at all times. If not maintained by the owner, Lawnvale Estates Homeowner's Association, Inc. shall have the authority through its designated officers to have any lots or parcels mowed, if not mowed by the owner, at the cost of such owners.

8. The Grantor, for himself and his assigns reserves easements or rights of way, together with the right to grant the same to utility companies, over and under the roads and outlet easements, and a strip of ground ten feet in width along the roads, outlet easements and front, rear and side outlines of said lots for the purpose of installation or maintenance of public utilities, including but not limited to gas, water, electricity, telephone and sewerage and any appurtenances to the supply lines thereof, including guy wires, transformers, meters, etc., by overhead distribution lines or underground installation, including the right to remove and/or trim trees, shrubs, or plants. This reservation is for the purpose of providing for the practical installation of such utilities as and when a public authority or utility company may serve said lots.

9. No lot shall be resubdivided for a period of 15 years, without the consent of the Grantor or his appointee.

10. All plans for construction and location of buildings, houses, fences, any signs, etc. on the said property shall be submitted to

Charles W. Rector or his appointee for approval before construction or installation may commence. All dwellings shall contain at least 1,500 square feet of finished living area, and the exterior design shall be in keeping with the architectural design of the buildings within Lawnvale Estates. If said plans and location are not disapproved in writing by Charles W. Rector or his appointee within thirty days by letter directed to the owner of said property, then said plans shall be deemed to have been approved. The exact location of all buildings, houses, fences, any signs, etc. on the said property shall be submitted to Charles W. Rector or his appointee for approval before construction or installation may commence. Only the following type of fence will be permitted in Lawnvale Estates:

A. Only post and rail fence of a durable material shall be built on property boundary lines.

B. All other fences on the interior of lot shall be approved in writing by Charles W. Rector.

11. The owner of each lot shall pay \$10.00 per month, the first payment being on January 1, next after settlement, to Lawnvale Estates Homeowner's Association, Inc. The money is to be used for the improvement, maintenance, snow removal, repair or rebuilding of the roads, pedestrian and equestrian easements, and open and recreational areas, and other uses as it deems necessary for the benefit of homeowners. This sum may be increased or decreased by the Lawnvale Estates Homeowner's Association, Inc. so that adequate funds will be available for their needs. This payment, as well as any cost under paragraph 7 or 23, shall constitute a lien on the land subordinate only to any first Deed of Trust placed on the land at any time. The developer shall be excluded from the liability for the payment of the above sum on any unsold lots.

12. The Grantor or his appointee reserves the right to dedicate the ingress and egress easement serving as the roadway within Lawnvale Estates to public use without the necessity of the joinder of any other party.

13. The Grantor reserves the right to grant to others the right to use the roads over and through Lawnvale Estates without the necessity of the joinder of any other party.

14. These covenants shall run with the land and shall be binding on the grantees and all persons claiming under them until January 1, 1992, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by two-thirds of the then owners of the lots in the whole of Lawnvale Estates, consisting of \_\_\_\_\_ acres, as shown on plats recorded in Deed Book \_\_\_\_\_, at page \_\_\_\_\_, has been recorded agreeing to change said covenants in whole or in part.

15. Enforcement by any property owner or Lawnvale Estates Homeowner's Association, Inc. shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restriction.

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

17. Any one of these restrictions may be released in part or in full and may be changed by the sole act of the Grantor or his appointee.

18. No trees shall be removed on any lot other than those necessary for the construction of a dwelling house and installation of a septic system.

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20. The Grantor, or his appointee, may grant a variance to any of the covenants or restrictions hereinbefore set forth as to any lot or lots.

21. The well and septic system will be installed in complete compliance with Prince William County Health Department and in the areas located on the master plat. Minimum construction shall consist of:

(1) Individual wells shall be located on each lot as shown on the below mentioned site plan.

(2) All subsurface drainfields for individual sewage disposal systems shall be located on each lot as shown on the site plan prepared by R. B. Thomas, Jr., Ltd.

22. Driveway entrances must be installed after streets and drainage structures are on grade. All driveway entrances will be designed and installed to standards at least equal to the requirements of the Virginia Department of Highway for private driveway entrances. During construction of homes, the tracking of mud or debris onto completed streets must be removed immediately.

23. Owners will be responsible and shall correct immediately any erosion problem caused by construction of improvements on their property, as well as damage caused the owner, contractor or employee to any pavement, shoulders, ditches or any other structure.

24. During construction of improvements, mud or debris tracked onto any streets shall be removed immediately by the owner, and if not so done, Lawvale Estates Homeowner's Association, Inc. may remove such mud and debris, and the cost of such removal shall be as set forth in Paragraph 11.

25. All utilities serving any improvement on said lot shall be constructed underground from the property line to said improvements.

26. All water wells shall be constructed to Class II requirements.

Recorded with certificate issued Apr 20 1978  
at 4:17 PM, Prince William County, Virginia

Teste:  Clerk