

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Shenandoah Shores, Incorporated, a Virginia corporation, for the purpose of increasing the value and desirability of the hereinafter mentioned subdivision, do hereby establish and create the following building and other restrictions and covenants which shall be binding upon the purchaser or purchasers of all lots therein, their successors and assigns, and shall have the effect of covenants running with the land and shall be binding on all parties and all persons claiming under them.

If the parties hereto, or any of them, their heirs or assigns, shall violate or attempt to violate any of the covenants herein contained it shall be lawful for any person or persons owning any real property situate in the said subdivision or development to prosecute at law or in equity against the person or persons so violating or attempting to violate any such covenant or covenants and either to prevent him or them from so doing or to recover damages for such violation.

It is the purpose specifically to refer to the restrictions and covenants herein contained in all deeds of conveyance of such lots and to incorporate the same therein, which restrictions and conditions are to cover all lots lying within the said subdivision delineated and set forth upon a plat and survey entitled "Section One - Plat - Shenandoah Shores, Incorporated," prepared by S. M. Boyd, Jr., C. L. S., dated October 31, 1957, and recorded in the Clerk's Office of the Circuit Court of Warren County, Virginia, in Plat Book 1, at Page 205, reference to which plat is hereby made as follows, to-wit:

1. The subject lot or lots shall be used only for the purpose of family residence and appropriate uses accessory thereto. No building shall be erected thereon except a dwelling house and garage appurtenant thereto, and no such garage may be erected except simultaneously with or subsequent to erection of the residence.

2. No building or addition thereto, or any fence or other structure shall be erected without the written approval of SELLER, its successors or assigns, and such building or addition shall be constructed in accordance with the plans and specifications submitted to SELLER, its successors or assigns, and in accordance with the building code of Warren County, Virginia. Unless otherwise authorized, the first floor level of all dwellings on water-front lots shall be not less than three feet above ground.

3. No business or occupation of any kind, other than the home practice of a physician, may at any time be carried on or permitted upon subject lot or lots, except in those areas which may be designated for such use on the subdivision Plat of Shenandoah Shores.

4. No tent, trailer, garage, basement or temporary building shall be used for temporary or permanent living quarters on subject lot or lots.

5. No sewerage or refuse shall be emptied into the Shenandoah River bounding said premises or any lands adjacent thereto, or into any cove or inlet, stream or waterway connected therewith; and any sewerage disposal or water supply system shall be of a type approved or recommended by State or Local Departments of Health.

WILLIAM J. PHILLIPS  
ATTORNEY AT LAW  
FRONT ROYAL, VIRGINIA

No. 180

Vol. 3-19-58

W. J. Phillips

Amended Restr.  
Lot 12, Blk. N  
D.B. 147; Page  
516

SEE [unclear] [unclear] [unclear]  
DEED BOOK [unclear]  
PAGE [unclear]  
SEE [unclear] [unclear] [unclear]  
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PAGE [unclear]

Side 51

6. No dwelling including porches or bay windows attached thereto shall be built within thirty-five (35) feet of the front line of any lot nor within fifteen (15) feet of the outside lines of corner lots not within ten (10) feet of side lines of an abutting lot in said subdivision, except that set-back lines for water front lots will be established on the Plat of Shenandoah Shores. In cases of single ownership of more than one lot these restrictions shall apply to the parcel owned as a whole.

7. No untended boats shall be anchored off shore in the Shenandoah River. When not in use, boats shall be pulled up on the bank or moored as closely adjacent to the bank as safety allows, in order that navigation will not be impeded. It is distinctly understood that the use of the Shenandoah River for boating, fishing, swimming and anchorage is to be at the person's own risk and SELLER shall not be liable for damages or injury resulting.

8. An easement over the five (5) feet width adjoining the front, side or rear lines of any lot is specifically reserved for public utility and drainage purposes and the right is reserved by SELLER, its successors or assigns, to go upon vacant lots, cut grass and weeds or plant flowers and shrubbery.

9. The subject lot or lots shall be subject to an annual charge of Twenty-five Dollars (\$25.00) per family to be applied as dues in the Shenandoah Shores Club, and to a charge of Ten Dollars (\$10.00) per lot for the maintenance of roads. Both charges shall be payable on the first day of February each year hereafter to SELLER, its successors or assigns. It is expressly agreed that said charges shall constitute a lien on subject lot or lots and the owner or owners from the time of acquiring title thereto shall be held to have covenanted and agreed to pay SELLER, its successors or assigns, all charges provided for in this paragraph.

10. The foregoing covenants may be amended from time to time by written instrument executed by the owners of a majority of the lots in the aforesaid subdivision and recorded among the Land Records of Warren County, Virginia.

The invalidation of any of the within covenants and restrictions by judgment or court order or decision shall in no wise affect any of the other or remaining provisions, covenants and restrictions which shall remain in full force and effect.

IN WITNESS WHEREOF the said Shenandoah Shores, Incorporated, has caused these presents to be signed by and on its corporate behalf by Maurice Levy-Hawes, its Vice-President and Treasurer, and attested by George C. Pendleton, its Secretary, this 21 day of February, 1958.

WILLIAM J. PHILLIPS  
ATTORNEY AT LAW  
FRONT ROYAL, VIRGINIA

SHENANDOAH SHORES, INCORPORATED

By Maurice Levy-Hawes  
Vice-President and Treasurer



George C. Pendleton  
Secretary

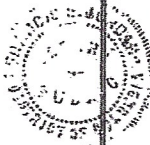
DISTRICT OF COLUMBIA )  
City of Washington ) SS

I, Henric E. Jordan, a Notary Public in and for the City of Washington, in the District of Columbia, do hereby certify that Maurice Levy Hewes and George C. Pendleton, whose names are signed to the foregoing writing, dated February 21, 1958, as Vice President and Treasurer, and Secretary, respectively, of Shenandoah Shores, Incorporated, have each this day personally appeared and acknowledged the same before me in the City of Washington, District of Columbia.

WILLIAM J. PHILLIPS  
ATTORNEY AT LAW  
FRONT ROYAL, VIRGINIA

My commission expires on the 14<sup>th</sup> day of June, 1961.

Given under my hand and NOTARIAL SEAL this 21<sup>st</sup> day of February, 1958.



Henric E. Jordan  
Notary Public, D.C.

VIRGINIA: in the Clerk's Office of the Circuit Court of Warren County The foregoing writing, with certificate annexed, was presented and admitted to record this March 5, 1958 at 2:52 o'clock P.M.

Tax..... T. Fee..... Rec. Fee 3.50 Plat.....

Teste: Alvin S. Depelko, Deputy Clerk



THIS DEED made this 21<sup>st</sup> day of February, 1958, by and between Shenandoah Shores, Incorporated, a Virginia corporation, party of the first part, and James V. Africa and Marie R. Africa, his wife, jointly, parties of the second part.

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable considerations, the receipt all of which is hereby acknowledged, the said party of the first part doth hereby bargain, sell, grant and convey with General Warranty of Title unto the said James V. Africa and Marie R. Africa, his wife, as joint tenants to be seised per mie et per tout, it being the intent and purport of this conveyance that the share or interest of the grantee first dying shall thereupon immediately vest in the other grantee, all that certain lot or parcel of land lying, being and situate in Front Royal Magisterial District of Warren County, Virginia, shown and designated on a plat and survey of "Section One - Plat - Shenandoah Shores", prepared by S. M. Boyd, Jr., C. L. S., date: October 31, 1957, as Lot No. 8 in Block "L" and shown on said plat as fronting seventy-five feet (75') on the Northwest side of Dogwood Street. Said plat and the deed of dedication thereof are of record in the Clerk's Office of the Circuit Court of Warren County in Plat Book 1, at Page 205, and Deed Book 104, at Page 297 et seq.

This deed is made specifically subject to the restrictions, conditions and covenants contained in said deed of dedication as if they were specifically set forth herein.

No. 181

Del. 3-19-58

W.J. Phillips

No. 331

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, by instrument dated February 21, 1958, of record in the Clerk's Office of the Circuit Court of Warren County, Virginia, in Deed Book 104, at page 299, Shenandoah Shores, Incorporated, established certain restrictive covenants pertaining to all of the lots shown and designated on a plat entitled "Section One - Plat Shenandoah Shores", which plat is of record in the aforesaid Clerk's Office in Plat Book 1, at page 205; and,

WHEREAS, the said restrictive covenants provided, among other things, that all lots in said subdivision should be used for residential purposes only and that no business should be conducted in said subdivision; and,

WHEREAS, said restrictive covenants also provided that they could be amended by the owners of the majority of the lots in said subdivision and Shenandoah Shores, Incorporated, is the owner of the majority of said lots; and,

WHEREAS, Shenandoah Shores Volunteer Fire Department, Incorporated, is the owner of Lot No. TWELVE (12) in Block "N" as shown upon the aforesaid plat of said subdivision, having acquired said lot by deed from Louise M. Finck, dated August 31, 1965, of record in the aforesaid Clerk's Office in Deed Book 142 at page 267; and,

WHEREAS, Shenandoah Shores Volunteer Fire Department, Inc., desires to erect upon said lot a fire hall which will be for the benefit of all of the owners of the lots in said subdivision;

NOW, THEREFORE, pursuant to the provisions of the above mentioned restrictive covenants Shenandoah Shores, Incorporated, the owner of a majority of lots in the above mentioned subdivision, does hereby amend the above mentioned restrictive covenants to provide that Lot No. Twelve (12) in Block "N" as shown upon the above mentioned plat may be used for the construction and operation thereon of a fire hall for a fire department.

IN WITNESS WHEREOF, Shenandoah Shores, Incorporated, has caused these presents to be signed in its corporate name by Harvey Blumenthal, its President, and its corporate seal to be hereunto affixed and duly attested by Jane R. Jillet, its assistant Secretary on this 23rd day of May, 1966.

SHENANDOAH SHORES, INCORPORATED  
BY *Harvey Blumenthal*  
President

SEE *Shenandoah Shores*  
DEED BOOK *104*  
PAGE *299*  
SEE *Shenandoah Shores*  
DEED BOOK *104*  
PAGE *205*

Attest:  
*Jane R. Jaillat*  
Assistant Secretary

State of *District of Columbia*  
County or City of \_\_\_\_\_, to-wit:

I, *Jane M. Little*, a Notary Public in and for the State and County or City aforesaid do hereby certify that Harvey Blumenthal and Jane R. Jaillat, whose names are signed as President and Assistant Secretary respectively of Shenandoah Shores, Incorporated, to the foregoing writing dated *May 23*, 1966, have this day acknowledged the same before me in my County or City and State aforesaid. My commission expires \_\_\_\_\_

My Commission Expires April 30, 1971

Given under my hand and Notarial Seal this *23rd* day of *May*, 1966.



*Jane M. Little*  
Notary Public

VIRGINIA: in the Clerk's Office of the Circuit Court of Warren County the foregoing writing, with copies \_\_\_\_\_ indexed, was presented and admitted to record this *July 11*, 1966, at *10:20* o'clock *a.m.*  
State Tax \_\_\_\_\_ County Tax \_\_\_\_\_ T. Fee \_\_\_\_\_ Rec. Fee *5.50* Plat \_\_\_\_\_  
Teste: *Betty M. Rudinow*, Dep. Clerk

The debt of *\$600.00* secured by this trust having been paid in full and satisfied, the lien securing the same is hereby released and discharged this *11th* day of *Jan*, 1978

FARMERS & MERCHANTS NATIONAL BANK  
BY *William B. ...*

This Deed of Trust made this *11th* day of *June*, 1966, between No. *332*

*Shenandoah Shores Volunteer Fire Department, Incorporated,*

*Dec 8-1-66*  
*City of ...*

\_\_\_\_\_ party of the first part and W. C. Armstrong, Jr., and Duncan C. Gibb, Trustees as hereinafter set forth, either of whom may act, parties of the second part; Witnesseth:

That in consideration of the sum of \$1.00 cash in hand paid, the receipt of which is hereby acknowledged, the said party of the first part do bargain, sell, grant and convey with General Warranty of title unto the said Trustees the following described property, to-wit:

That certain lot or parcel of land together with all improvements thereon and appurtenances thereunto appertaining, lying and being situate in Front Royal Magisterial District of Warren County, Virginia, being known and designated as Lot No. Twelve in Block "A" as shown upon the plat entitled "Section One - Plat - Shenandoah Shores", which plat is of record in the Warren County Clerk's Office in Plat Book 1, at page 205, and being the identical real estate which the party of the first part acquired by deed from Louise H. Finek, widow, dated August 31, 1965, of record in the aforesaid Clerk's Office in Deed Book 142 at page 267.

Reference is made to the aforesaid plat and deed for a more particular description of the real estate herein conveyed and for further derivation of the title thereto.

*Shenandoah Shores, Incorporated, created this deed of trust for the sole purpose of approving the design and specifications of the building to be erected on this lot as required by the restrictive covenants recorded in Deed Book 104 at page 209.*

I hereby certify that the evidence of said debt was recorded in the public records of said county and I attest the signature of the said party of the first part on this day of \_\_\_\_\_, 1966.

*Jane M. Little*