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Id. 5-7-66
925 Fairmont Av.
ethesda, Md.

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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 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 situated 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 Six-Shenandoah Shores, prepared by Fowler-Jackson Associates, C.L.S. dated March 18, 1966, and to be recorded in the Clerk's Office of the Circuit Court of Warren County, reference to which plat is hereby made as follows; to-wit:

"SHENANDOAH SHORES"

Protective Covenants, Conditions, Reservations and Restrictions
(As Amended July 1, 1962 and June 15, 1963)

The following covenants, conditions, reservations and restrictions are imposed upon any and all lots included in the subdivision known as "Shenandoah Shores", Warren County, Virginia, and shall be included specifically, by reference in all deeds conveying any of said lots, and shall run with the land and be binding upon present and future owners of said lots.

1. Said land shall be used only for residential purposes, except where designated commercial. No activity may be conducted on said lot(s) or in any building thereon which may constitute or become an annoyance or nuisance or disturb the peace of the subdivision.

2. No property will be sold, conveyed, or leased to any person who has not made prior application for membership to, and been

accepted, by the membership committee of the Shenandoah Shores Resort Club.

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 by written consent of Shenandoah Shores, Inc., its successors or assigns.

4. No building or addition thereto, or any fence or other structure shall be erected without the written approval of Shenandoah Shores, Inc., its successors or assigns, and such building or addition shall be constructed in accordance with the Building Code of Warren County, Virginia and completed within a reasonable time. Shenandoah Shores, Inc., in addition to its other rights hereunder, shall have the right to remove, complete or destroy any building or structure erected in violation of this covenant and offender will pay costs incurred.

5. No temporary structure, such as a tent, trailer or prefabricated cabin, shall be placed upon any part of the property without the written consent of Shenandoah Shores, Inc., its successors or assigns.

6. No sewage 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 sewage disposal or water supply system installed by property owners shall be of a type approved or recommended by State or Local Departments of Health. All bathroom and toilet facilities shall be incorporated within the main structure on each lot.

7. 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 nor 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.

8. Any permanent structure placed upon a lot must contain a minimum floor area per floor of five hundred sixty (560) square feet exclusive of porches, patios or carports, and any said structure facing a street must be at least twenty (20) feet wide.

9. No more than one building may be placed on any one lot, except on lots designated for multiple units, which designation shall appear in the sales contract and deed of conveyance.

10. Any garages, carports or carshelters constructed on said lots shall be attached to and be a part of the main structure and

constructed with or after the main structure is completed.

11. Open fires are prohibited on any part of the property. Outdoor fireplaces, grills and all chimneys must be provided with fire screens of sufficient design to prevent scattering of sparks or burning embers.
12. Trees and topography shall remain uncut and undisturbed. Excavation or removal of sand and earth and cutting or trimming of trees shall be allowed for beautification or construction purposes only with prior written consent of Shenandoah Shores.
13. No fence, sign, billboard or advertising matter of any kind whatsoever may be placed on said premises without the prior written consent of Shenandoah Shores, Inc., its successors or assigns.
14. No untended boats shall be anchored off shore in the Shenandoah River. When not in use, boats shall be pulled on the bank or moored as closely adjacent to the bank as safety allows, in order that navigation will not be impeded. It is specifically understood that the use of the Shenandoah River for boating, fishing, swimming and anchorage is to be at the person's own risk and Shenandoah Shores, Inc., its successors or assigns shall not be liable for damages or injury resulting.
15. Each property owner shall promptly remove or otherwise dispose of any accumulation of trash, garbage or rubbish, and at all times maintain said property in a neat and sanitary condition.
16. Firing of rifles, guns or weapons of any kind is prohibited everywhere in Shenandoah Shores except in areas specifically reserved for said use and during hunting season under the supervision of the club warden.
17. In the event that water should be made available from a central system, a tap-on charge and a use charge may be made to users thereof.
18. An easement over the five (5) feet width adjoining the front, side or rear lines of any lot is specifically reserved by Shenandoah Shores, Inc., its successors or assigns, to go upon vacant lots, cut grass and weeds or plant flowers and shrubbery.
19. The said 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 Resort Club, and to a charge of Ten Dollars (\$10.00) per lot for the construction, repair and maintenance of roads. Both charges shall be payable on the first day of February of each year hereafter to Shenandoah Shores, Inc., 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 Shenandoah Shores, Inc., its successors or assigns all charges provided for in this paragraph. This is an integral part of this agreement.

20. The provisions herein contained shall run with and bind the land and inure to the benefit of and be enforceable by Shenandoah Shores, Inc., its successors or assigns, and the failure of Shenandoah Shores, Inc. to enforce any covenants, conditions, reservations or restrictions contained herein shall not be deemed a waiver of the right to do so thereafter as to a default occurring prior or subsequent

thereto. The declared invalidity of any one or more of the provisions herein shall not effect the validity of the others.

21. All of the aforesaid covenants, conditions, reservations or restrictions shall remain in force until July 1, 1972 and shall be renewed thereafter automatically for additional successive ten year periods unless the owners of a majority of the subdivided lots in the Shenandoah Shores Subdivision shall, at least six months prior to any such renewal date, agree in writing to a change in, or an abrogation of any of the above covenants, conditions, reservations or restrictions and record such amendments 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 effect 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 Harvey Blumenthal, its President, and attested by Jane R. Jalliet, its Assistant Secretary, this 15th day of March, 1966.

SHENANDOAH SHORES, INCORPORATED

BY Harvey Blumenthal
President

Attest:

Jane R. Jalliet
Asst. Secretary



DISTRICT OF COLUMBIA

City of Washington, to-wit:

I, Lorne S. Logan, a Notary Public in and for the District and City aforesaid, do hereby certify that Hervey Blumenthal and Jane R. Jaillot, whose names are signed to the foregoing writing dated March 15, 1966, as President and Assistant Secretary respectively of Shenandoah Shores, Incorporated,

have each this day personally appeared and acknowledged the same before me in my District and City aforesaid.

Given under my Hand this 15th day of March, 1966.
Notary Public
District of Columbia
My commission expires May 14, 1968

Lorne S. Logan
Notary Public

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 14, 1966 at 5:00 o'clock PM
State Tax _____ County Tax _____ T. Fee _____ Rec. Fee 7.00 Plat _____
Teste: Levy G. Rindfleisch, Dep. Clerk

