

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 two - Plat - Shenandoah Shores, Incorporated," prepared by S. M. Boyd, Jr., C. L. S., dated December 22, 1958, and recorded in the Clerk's Office of the Circuit Court of Warren County, Virginia, in Plat Book /, at Page 206 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.

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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 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.

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-Haves, its President and attested by George C. Pendleton, its Secretary, this 9th day of February, 1959.

SHENANDOAH SHORES, INCORPORATED

By Maurice Levy-Haves
President



George C. Pendleton
Secretary

DISTRICT OF COLUMBIA)
City of Washington) SS

I, Francis E. Jordan, a Notary Public in and for the City of Washington, in the District of Columbia, do hereby certify that Maurice Levy Hanes and George C. Pendleton, whose names are signed to the foregoing writing, dated February 9, 1959, as President 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.



My commission expires on the 14th day of June, 1967.
Given under my hand and NOTARIAL SEAL this 13th day of February, 1959.

Francis E. Jordan
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, 1959 at 1:02 o'clock P.M.

State Tax _____ County Tax _____ T. Fee _____ Rec. Fee 3.75 Plat _____
Teste: John J. [Signature] Clerk

THIS DEED OF RELEASE, made this 13th day of March, 1959, by and between Winston Montague, Trustee, party of the first part, C. E. Leadman and Josephine Evelyn Leadman, his wife, parties of the second part and Mutual Life Insurance Company of Virginia, Inc., party of the third part.

WITNESSETH:

THAT WHEREAS, by a deed of trust dated the 4th day of November, 1953, of record in the Clerk's Office of Warren County Circuit Court in Deed Book 87, at page 228, the said parties of the second part, in order to secure to the said party of the third part the payment of a note for the sum of \$6,450.00 and interest thereon, bearing date on the 4th day of November, 1953, did convey in trust to the said party of the first part two certain tracts of parcels of land, lying and being situate in Cedarville Magisterial District of Warren County, Virginia, on the east side of Route 697, said pieces of land being fully described in the aforesaid deed of trust; and,

WHEREAS, the said note has been fully paid and the said parties of the second part have requested that the said property be released from the lien of said deed of trust.

NOW THEREFORE, in consideration of the premises and the further consideration of the sum of \$1.00, the receipt of which is hereby acknowledged, the party of the first part does hereby release and quit claim unto the parties of the second part the following described property, to-wit:

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