

COVENANTS OF WOODLAWN SUBDIVISION

The following covenants and restrictions were recorded in March 1972 in Stafford County, Virginia which are declared to run with the land and to be enforceable against the present owners and grantees of the lots contained in said subdivision, their assigns and heirs, both at law and in equity.

1. No building shall be located on any lot nearer to the front street line than forty (40) feet. No building shall be located on any corner lot, formed by the intersection or junction of two streets, nearer to the side lot line formed by one of said streets than thirty-five (35) feet. On lots with diverging side lot lines, no building shall be located with its front line at a point where the side lot lines are less than eighty (80) feet apart. No building shall be located nearer than fifteen (15) feet to an interior lot line, except that any permitted accessory building located behind the rear wall of the main dwelling shall be located no closer than five (5) feet from any interior lot line. No dwelling shall be located on any lot nearer than thirty-five (35) feet to the rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as part of a building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. Nothing in this or any other covenant shall be construed as prohibiting the construction of one house and outbuilding on more than one lot or upon one full lot as shown on said plat and a portion of another lot.
2. No structure or building of any kind shall be erected on, or moved onto, any lot in this subdivision, unless it be in general conformity and harmony with a class of existing structure in the block. No trailer or other residence of a temporary character shall be permitted in the subdivision, nor shall any building not designed and constructed as a dwelling be used as a residence either temporary or permanent.


No structure shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single family dwelling, not to exceed two and a half stories in height and a private garage for not more than three (3) automobiles. No one floor dwelling house shall be erected with a floor area of less than 1,500 square feet and no one and a half, two or two and a half story house shall be of less than 1,800 square feet, all exclusive of porches, breezeways, basements and garages.
3. No swine, cows, horses, fowl, goats or other livestock shall be kept on the premises, no commercial livestock or poultry projects shall be maintained within said subdivision; nor shall signboards or billboards be permitted; nor shall any dog kennels or other such projects involving the rearing, handling or care or maintenance of animals in numbers or commercially be conducted or

maintained within this subdivision, except that occupants may maintain private offices within their homes, but not for the purpose of serving the public, clients, patients or customers, and no business or professional signs will be allowed within the subdivision, with the exception of temporary real estate signs advertising lots in the subdivision for sale or rent.

4. No lots in said subdivision shall be used for business or commercial purposes, but they shall be used for residential purposes only, except as qualified in Paragraph 3 above.
5. Not more than one dwelling house shall be erected or stand at any one time upon any one of the said lots, and no lot as shown on the plat recorded herewith shall be resubdivided or conveyed in part in such a manner as to allow the construction of more than one dwelling per lot. Neither this paragraph nor any other paragraph herein shall be construed, however, as preventing the construction of a dwelling house on more than one lot. In such event the spirit of these restrictions shall apply and such two or more lots upon which such dwelling house is constructed shall be treated as one lot.
6. An easement of five (5) feet wide along all sides and rear lot lines and an easement ten (10) feet wide along all exterior lot lines for the installation and maintenance of sewer and other utilities and for drainage is retained by the subdividers together with the right to use a reasonable amount of land immediately adjacent to the easement for the purpose of working with men and equipment. Such use of adjacent land by men and equipment shall not interfere with any structure adjacent to the easement. For the purpose of this provision, rear lot lines are all of those lot lines around the periphery of Section 1 of Woodlawn Subdivision as shown on the aforesaid plat with the exception of the rear lot lines of Lots 21, 22, 23, 27, 28, 29, 33, 34, 45, 46, 47, 48, 49, 50 and that part of Lot 51 which does not adjoin property now or formerly owned by Stone.

Notwithstanding the foregoing paragraph, drainage easements twelve (12) feet wide along some lot lines, as shown on the plat recorded herewith, for drainage facilities is retained by the subdivider together with the right to use a reasonable amount of land immediately adjacent to the easement for the purpose of working with men and equipment. Notwithstanding the provisions of the foregoing paragraph, a sanitary sewer easement ten (10) feet wide along some lot lines, as shown on the plat recorded herewith for sanitary sewer facilities is retained by the subdivider together with the right to use a reasonable amount of land immediately adjacent thereto to the easement for the purpose of working with men and equipment. Such use of adjacent land by men and equipment shall not interfere with any structure adjacent to the easement.

7. No privy shall be erected or maintained on any lot, and all sanitary plumbing shall be connected to a sewer. Water and sewage installation shall conform to the current Health Department regulations.
8. No driveway shall be constructed on any site in such manner as to obstruct or interfere with the normal drainage of the adjacent street or adjacent lot owners, nor shall any lot owner allow dirt or other solid material to wash from his lot.

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9. Owners of lots in said subdivision, whether said lots be built on or not, shall keep their lots free of garbage trash and unsightly debris and litter. The proprietor is invested with the power to enforce this covenant, which power shall not be exclusive.
 10. These covenants and restrictions shall run with the land for a period of forty (40) years from the recordation hereof and shall be binding upon all parties and person claiming title to any lots in said subdivision and shall be renewed automatically for ten (10) year periods thereafter providing, however, that they may be changed at the end of forty (40) years or at the end of any such ten (10) year period thereafter by instrument executed by a majority of the lot owners of record of the subdivision lots covered hereunder.
 11. No commercial vehicles, trucks or equipment, shall be parked on any lot in this subdivision except for camping trailers, boats or boat trailers or light pick-up and panel delivery trucks which may be parked to the rear of the front line of the dwelling constructed thereon and then only used for the purpose of traveling to and from work. This covenant shall not apply to vehicles and equipment used in construction of dwellings upon the lots in the subdivision.
 12. Invalidation of any one or more of these covenants and restrictions by judgment or decree of court shall in nowise affect any of the other provisions contained herein, but they shall remain in full force and effect.

The undersigned sole owners of the real estate described in the above mentioned plat do hereby dedicate to the public for public use and control, purposes, and enjoyment forever, all of the streets shown on said plat to be maintained and used as public streets. The said streets are further dedicated for the use not only of travel, but also for the laying of utilities such as water, sewer, gas, electrical conduits, telephone cables, CATV cables, etc.

13. Not metallic fences of any height or no other fences or hedges of any height more than three and a half feet shall be permitted on any of the lots forward of the front line of the building of said lot and between said building and the street.
14. No exposed television antenna shall be permitted on any of the lots in the subdivision, higher than ten (10) feet above the roof of the building thereon.
15. Prior to construction, all plans shall be submitted to Woodlawn Development Corporation for approval, and no construction shall be commenced or completed without such approval. Completion of any dwelling without the filing of appropriate legal action to enjoin or otherwise prevent completion in the Court of general jurisdiction in the jurisdiction in which the subdivision is located shall not give rise to a conclusive presumption that this paragraph has been complied with.
16. No houses constructed in this subdivision shall have exposed siding or cinder block, concrete block or asbestos shingle.
17. Lot owners shall be responsible for payments to Virginia Electric and Power Company for connection to their facilities.