

Restrictive Covenants
RIVERVIEW OVERLOOK
PRINCE WILLIAM COUNTY, VIRGINIA
DEED BOOK 497 PAGE 338

THIS DEED OF DEDICATION AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, Made and entered into this 13th day of March 1969, by and between R1VERVIEW OVERLOOK CORPORATION, a Virginia corporation, party of the first part; R1VERVIEW OVERLOOK COMMUNITY ASSOCIATION, a Virginia non-stock corporation, party of the second part; COMMONWEALTH ABSTRACT CORPORATION, trustee, Party of the third part; ARLINGTON TRUST COMPANY, INC., BENEFICIARY, party of the fourth part; AND THE BOARD OF SUPERVISORS OF PRINCE WILLIAM COUNTY, VIRGINIA, a body corporate, party of the fifth part.

******* WITNESSETH *******

WHEREAS, the party of the first part, sometime hereinafter referred to as the Developer, is the owner of the hereinafter described parcel of land, having acquired the same by Deed recorded in Deed Book 490, at page 523, among the land records of Prince William County, Virginia.

WHEREAS, by Deed of Trust recorded in Deed Book 83, at page 17, among the land records of Prince William County, Virginia, the hereinafter described property was conveyed unto the party of the third part, trustee, to secure unto the party of the fourth part, beneficiary, the payment of a certain sum of money more particularly described in said Deed of Trust.

WHEREAS, the party of the first part desires to subdivide the hereinafter described parcel of land into lots, roads, streets and common areas, as set forth on the plat hereto attached and expressly made a part hereof.

WHEREAS, the party of the first part desires to dedicate a portion of Route 253 for public street purposes, as shown on said attached plat; to grant certain easements shown on said plat, and to grant an easement to the party of the fifth part over certain streets as shown on said plat.

WHEREAS, the party of the second part joins in this instrument for the purpose of accepting the duties and responsibilities imposed upon it by the protective covenants and restrictions herein contained.

WHEREAS, the party of the third and fourth parts, join in this instrument to give their consent and approval of the lots, streets and easements and common areas contained within the land being hereby dedicated, and the imposition of the restrictive covenants contained herein.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) in

hand paid, receipt of which is hereby acknowledged, the said parties hereto being the sole owners and proprietors and all parties having any interest in the hereinafter described tract of land, do hereby subdivide into lots, streets, easements and common areas, all that certain parcel of land lying and being in the County of Prince William, Virginia, more particularly described as follows:

BEGINNING at a Virginia Department of Highway Monument, said monument marking the intersection of the southerly line of Riverview Drive with the westerly line of relocated State Route 123; thence with the westerly line of relocated State Route 123, S 29° 56' 15" E 480.82 feet to a Virginia Department of Highway monument and S 08° 07' 50" E, 24.42 feet to a point marking a northeast corner to Mooney-Shanklin subdivision; thence with the line of Mooney-Shanklin subdivision, S 66° 17' 56" W, 1061.28 feet to an iron fence post, near a found stone, in the easterly line of State Route 123 passing through an iron rod at 864.40 feet; thence with the easterly line of State Route 123, N 18° 26' 00" W, 151.45 feet and N 06° 36' 30" W, 125.00 feet to a found pipe marking a corner to Lot 26, Riverview Terrace; thence departing State Route 123 and running with southerly line of Lot 26, Riverview Terrace, N 59° 30' 38" E, 278.13 feet to a tack in a log marking the southwest corner of Lot 2, Riverview Terrace; thence with Lot 2, Riverview Terrace, N 64° 24' 21" E 70.04 feet and N 26° 43' 15" W, 175.96 feet to a point in the arc of a curve to the right having a radius of 5897.09 feet said curve being the southerly line of Riverview Drive; thence with the southerly line of Riverview Drive an arc distance of 210.05 feet to a found pipe marking the point of reverse curvature of a curve to the left having a radius of 5897.09 feet; thence with said curve, an arc distance of 280.07 feet to a found pipe, N 63° 16' 45" E, 138.32 feet to the point and place of beginning and containing 9.78946 acres of ground, and described by a survey made by B. Calvin Burns, Certified Land Surveyor, dated February 1969, which is attached hereto and made a part hereof.

The building lots, Common Properties, and streets (some of which streets are also Common Properties) as shown on the said attached plat, are duly approved by the appropriate officials of the County of Prince William, Virginia. The said subdivision is hereby designated as "RIVERVIEW OVERLOOK". The party of the first part does hereby grant and establish the easements as indicated on said plat, and hereby dedicates that area shown on the plat for public street purposes.

This dedication is made with the free consent and desire of the owners of said property, and is in accordance with the Statutes of Virginia, and the ordinances in force in the County of Prince William, Virginia, governing the platting of land and is approved by the proper authorities as is evidenced by the endorsements on the attached plat by the proper officials of such approval.

The party of the first part does hereby grant to the party of the fifth part, its agents, contractors, and employees, an easement on, over and across the streets and areas shown and designated on said attached plat as Parcels A, B, C, D, E and F, for the purpose of performing any and all municipal functions, governmental or proprietary, which the County may find necessary or desirable to perform, including but not limited to police and fire protection and trash removal, together with all other rights necessary

for full enjoyment and use of the aforesaid easement. The terms and provisions of this easement shall extend to and be binding upon the successors and assigns of the party of the first part.

The party of the second part hereby accepts the responsibilities and duties imposed upon it by the protective covenants and restrictions hereinafter set out.

RIVERVIEW OVERLOOK
Revised 1978
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Deed Book 1045 Page 14

ARTICLE I DEFINITIONS

1. **Association** shall mean and refer to the Riverview Overlook Community Association.
2. The **Properties** shall mean and refer to all property subject to this Deed of Dedication.
3. **Common Properties** shall mean and refer to that area of land shown on the attached plat as parcels A, B, C, D, E, and F, and any other areas of the land which may be shown on any subsequent recorded subdivision plat of The Properties as intended to be devoted to the common use and enjoyment of the owners of The Properties.
4. **Lot** shall mean and refer to any plot of land shown on any recorded subdivision map of The Properties with the exception of Common Properties as hereinbefore defined.
5. **Owner** shall mean and refer to the recorded owner, whether one or more persons or entities, of the fee simple title to any lot situated upon The Properties, but not withstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
6. **Member** shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1, hereof.

ARTICLE II PROTECTIVE COVENANTS AND RESTRICTIONS

In order to conserve the natural beauty of the subdivided property, to insure its best use and most appropriate development and to prevent the erection of poorly designed or constructed improvements, the entire area shown on the attached plat shall be subject to the following protective covenants and restrictions, herein after referred to as The General Covenants:

1. No building, structure, fence, wall, alteration, addition or improvement of any character other than an interior alteration not affecting the external appearance of a building or structure shall be constructed upon any portion of The Properties unless and until a plan of such construction shall have been approved by the Architectural Control

Committee. The Committee will consider: quality of workmanship and materials, harmony of external design and color with surrounding structures, location with respect to topography and finished grade elevation, and other factors affecting the desirability or suitability of the construction.

2. The Architectural Control Committee shall be composed of three members, one of who shall be an elected member of the Board of Directors serving as chairman of the Committee. The remaining two members of the committee will be appointed by the President of the Association and will serve a two-year term on the committee to run concurrent with the term of office of the Chairman. In the event of the departure of a committee member prior to the expiration of his/her assignment, or where an individual refuses to serve on the committee, the President shall designate a replacement member. In the event the chairman of the committee departs, the Board of Directors will elect a replacement. The members of the committee shall not be entitled to any compensation in connection with the performance of their functions unless such compensation is specifically approved by the Board of Directors. All decisions of the Architectural Control Committee are subject to appeal and to review by the Board of Directors.

3. No Lot shall be used except for residential purposes, or for professional offices.

4. No fence, wall, tree, hedge or shrub planting shall be maintained in such manner as to obstruct sight lines for vehicular traffic. Except as may be required to comply with the prior sentence, no tree of a diameter of more than four inches measured two feet above ground level shall be removed without the approval of the Architectural Control Committee.

5. No noxious or offensive activity shall be carried on upon any portion of the properties, nor shall anything be done or be permitted to be done that may be or become a nuisance or annoyance to the neighborhood. No exterior lighting shall be directed outside the boundaries of a Lot or other parcel of the Properties.

6. Easements for the installation and maintenance of underground utilities, supply and transmission lines, and drainage facilities are reserved to the Association through all areas shown on the attached plat, whether within the boundaries of residential Lots or in the Common Properties. Such easements shall include the right of ingress and egress, provided that any damage resulting from the installation, maintenance or repair of an underground utility, supply or transmission line, or drainage facility shall be promptly repaired or replaced at the expense of the Association or authority, which directed the entry.

7. No permanently displayed clothes lines will be allowed on any Lot. Residents wishing to conserve energy may utilize temporary or retractable clotheslines for reasonable drying periods.

8. No sign of any kind larger than one foot square shall be displayed to the public view on any Lot, except for temporary signs of not more than four square feet advertising the said Lot for sale or rent.

9. Neither livestock nor fowl shall be kept on the Property. The breeding of animals for commercial use is prohibited, but nothing contained herein shall be construed to prohibit the keeping of the usual domestic pets. No more than two domestic pets shall be kept at any one time. Pets shall be restrained and controlled as required by ordinance now or hereafter promulgated by Prince William County, Virginia.

10. The Association shall have the right (if after 20 days notice to the Owner of the Lot or Lots involved, setting forth the action intended to be taken, such action has not been taken by the Owner) to trim or prune, at the expense of the Owner, any hedge or other planting that in the opinion of the Architectural Control Committee, by reason of its location or the height to which or the manner in which it is permitted to grow, is detrimental to adjoining property or unattractive in appearance. The Association shall further have the right, upon like notice and conditions, to care for any vacant or unimproved Lot, and to remove grass, weeds and rubbish there from and do any or all things necessary or desirable in the opinion of the Architectural Control Committee to keep such Lot in neat and good order, all at the cost and expense of the Owner, such cost and expense to be paid within ten days thereof, then to become a lien upon the property affected, equal in principal to the lien, provided for in ARTICLE V Section 10, hereof.

11. No antenna for the transmission reception of radio or television signals shall be erected or permitted on any building or Lot or other parcel of the Properties, except those provided and maintained by the Association.

12. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. Such containers shall be kept in a clean and sanitary condition. All materials or refuse shall be kept in containers inside the rear fence line and shall not be placed or stored in front of any house. All trash and garbage shall be placed in covered trashcans outside the fence line only on specified trash collection days. The Association, shall have the right to impound any trashcan or garbage receptacle, which is placed in violation of this paragraph, and to enter onto any Lot for this purpose.

13. No motor home, trailer, boat or commercial vehicle of any kind shall be kept or parked overnight upon any portion of the Properties. Upon majority vote of the Board of Directors, and after ten (10) days written notice to the Owner of any vehicle parked in violation of this covenant, the Association may remove such vehicle at the expense of the Owner, thereof.

14. No portion of the properties shall be used for the major repair of vehicles.

15. No baby carriages, toys, bicycles, or other articles of personal property shall be deposited, allowed or permitted to remain on any common property or Lot overnight except in the enclosed rear area. The Association may impound all such articles and make a charge for their return.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

1. Every person or entity who is a record owner of a fee, or undivided fee, interest in any Lot which is subject by covenants of record to assessment by the association shall be a Member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of any obligation shall not be a Member.

2. Members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section I of this Article. When more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

ARTICLE IV PROPERTY RIGHTS IN THE COMMON PROPERTIES

1. Subject to the provisions of Section 2 of this Article, every Member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot.

2. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said Common Properties. In the event of a default upon any such mortgage, the lender shall have a right after taking possession of such properties to charge admission and other fees as a condition to continued enjoyment of such Common Properties to a wider public until the mortgage debt is satisfied, whereupon the possession of such Common Properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored; *and*

(b) the right of the Association to take such steps as are reasonable necessary protect the above-described properties against foreclosure; *and*

(c) the right of the Association, as provided in its Articles and By-Laws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; *and*

(d) the right of the Association to charge reasonable admission and other fees for the use of the Common Properties; *and*

(e) the right of individual Members to the exclusive use of parking spaces as provided in Sections 3 and 4 hereof; *and*

(f) the right of Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such

dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes of membership has been recorded agreeing to such dedication, transfer, purpose or conditions, and unless written notice of the proposed agreement and action there under is sent to every member at least ninety (90) days in advance of any action taken.

3. Subject to reasonable rules the Association shall designate at least one parking space conveniently located with respect to each living unit for the exclusive use of the Members residing therein, their families and guests. The use of such space by any other Member or person may be enjoined by the Association or the Members entitled thereto. The right to the exclusive use of such parking spaces and to its maintenance and designation by the Association shall be appurtenant to and shall pass with the title to each living unit.

4. The association shall have the power to regulate parking and traffic within the Properties in any manner not inconsistent with the rights of the individual Members granted in Paragraph 3 of this Article in order to provide adequate access for police, firefighting and other public vehicles, to preserve the orderly flow of traffic, and to maintain roadway and parking areas within the Properties.

To the extent that it may otherwise be empowered by Law, the County of Prince William, Virginia, may enforce the traffic and parking regulations established by the Association within the Properties and may erect Standard Street and traffic signs.

ARTICLE V COVENANTS FOR MAINTENANCE ASSESSMENTS

1. Each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) regular annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as herein after provided. The annual and special assessments, together with such interest thereon and the costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien against the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as herein after provided, shall also be the personal obligation of the person who was the owner of the Lot on the date when the assessment fell due.

2. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Properties and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the homes situated upon the Properties.

3. Until the year beginning January 1, 1971, the regular annual assessment shall be at the rate of \$8.50 per month, per Lot. From and after January 1, 1971, the regular assessment may be increased by vote of the Members as hereinafter provided, for the

next succeeding three years and at the end of such period of three years for each succeeding period of three years. The regular assessment upon each Lot subject to assessment herein shall not exceed in any one year three percent of the assessed valuation of said Lot (including improvements thereon) for such year as established by the County of Prince William, or its governmental successor for the purpose of levying real estate taxes. The Board of Directors of the Association may, after consideration of the current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount than the specified by this section or authorized by the Members.

4. In addition to the regular assessments authorized by Section 3 of this Article, the Association may levy in any assessment year a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the vote of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

5. Subject to the limitations of Section 3 of this Article, and for the periods therein specified, the Association may change the maximum and basis of the assessments fixed by Section 3 of this Article prospectively for any such period, provided that any such change shall have the assent of two-thirds (2/3) of the votes of Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

6. Both annual and special assessments shall be fixed at a uniform rate for all Lots. The Board of Directors may, at their discretion, require the annual and/or special assessments to be paid on a monthly or other convenient periodic basis and may require such payments to be paid to a mortgagee under a deed of trust on the Common Properties or any other collection agent selected by the Board of Directors.

7. The quorum required for any action authorized by Section 4 and 5 hereof shall be as follows:

At the first meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of Members, including proxies, entitled to cast sixty (60) percent of all the votes of membership shall constitute a quorum. If the required quorum is not forthcoming at such meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4 and 5, hereof, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

8. The regular assessments provided for herein shall commence on the date (which shall be the first day of the month) fixed by the Board of Directors of the Association to

be the date of commencement. The due date of any special assessment shall be fixed in the resolution authorizing such special assessment.

9. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an Officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

10. If the assessments are not paid on the date when due (being the date specified in Sections 8 and 9 thereof), then such assessment shall become delinquent, and shall, together with such interest thereon and cost of collection thereof as hereinafter provided thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the period fixed by the statute of limitations and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest at the rate of eight percent (8%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of each assessment of the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court together with the costs of the action.

11. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessments.

12. The following property subject to this Declaration shall be exempt from the assessments, charge and lien created herein:

- (a) All properties to the extent of any easement or other interest therein dedicated

and accepted by the local public authority and devoted to public use;

(b) All Common Properties as defined in Article I, Section 1, hereof;

(c) All Properties exempted from taxation by the laws of the State of Virginia, upon the terms and to the extent of such legal exemption.

ARTICLE VI PARTY WALLS

1. Each wall which is built as part of the original construction of the homes upon The Properties and placed on the dividing line between the Lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for party damage due to negligent or willful acts or omissions shall apply thereto.

2. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

3. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration, thereof in proportion to such use without prejudice however, to the right of any such Owner to call for a larger contribution from others under any rule of law regarding liability for negligent or willful acts or omissions.

4. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

5. In the event of any dispute arising concerning a party wall, or under the provisions of this article, each party shall choose one arbitrator, and such arbitrators shall choose an additional arbitrator. The decision of a majority of the arbitrators shall be in writing, shall be final and conclusive of the questions involved, and shall be a condition precedent to any right of action.

ARTICLE VII GENERAL PROVISIONS

1. The covenants and restrictions of the Deed of Dedication and Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association or the Owner of any land subject to this Declaration, their respective legal representatives heirs, successors, and assigns for a term of thirty (30) years from the date this Declaration is recorded after which time said covenants shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by the then Owners of two-thirds(2/3) of the Lots has been recorded agreeing to change said covenants and restrictions in whole or in part; provided, however, that no such agreement to change shall be effective unless made and recorded three years in advance of the effective date of such change, and unless at least ninety (90) days in advance of any action taken.

2. Any notice required to be sent to any Member or Owner under the provisions of this Deed of Dedication shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears of record as Owner at the time of such mailing.
3. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
4. Invalidation of any one of these covenants or restrictions by statute, judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.
5. It is understood and agreed that the County has no obligation to maintain or repair any parking areas, streets or sidewalks within the Properties, whether within individual Lots or the Common Properties with the exception of that portion of Route 253 hereby expressly dedicated to public use, after the same has been accepted by the County.
6. It is understood and agreed that the County may impose reasonable regulations and conditions precedent to the collection of trash or the performance of any other municipal function, which it may undertake within The Properties.