



*DECLARATION*

NOV 505 AM 798

7018

SNOW HILL

PHASE ONE

DECLARATION OF PROTECTIVE  
COVENANTS AND RESTRICTIONS

Snow Hill Corporation, a Virginia corporation, herein-  
after referred to as "Declarant", is the owner, in fee simple,  
of certain real property located in Fauquier County, Virginia,  
and known by Deed of Dedication as Snow Hill, Phase One,  
pursuant to a plat of survey recorded in Deed Book 499, at page  
213, among the land records of the Clerk's Office of the  
Circuit Court of Fauquier County, Virginia;

WHEREAS, Snow Hill Corporation, the developer of Snow  
Hill is dedicated to the creation of a residential community  
of the highest environmental quality which blends harmonious-  
ly with nature. This requires, a compatibility of archi-  
tecture, landscaping and planning and can be achieved only  
through careful control, and;

WHEREAS, fair, consistent and reasonable control of  
architectural design, landscaping and siting of single family  
detached homes is appropriate, necessary and valuable in a  
quality community. Such control, achieved through the esta-  
blishment of protective covenants and restrictions, systematic,  
uniform review procedures will protect environmental quality,  
encourage design excellence, preserve and enhance property  
values, and, importantly, foster owner pride and satisfaction.

NOW, THEREFORE, in order to insure that the intent and  
purposes of these protective covenants, restrictions and  
reservations are complied with, the following easements,  
covenants, restrictions and conditions shall constitute  
covenants running with the land and shall be binding on all  
parties having any right, title or interest in the above  
described property or any part thereof, their heirs, suc-

RETURN TO:  
J. GREGORY FISCHER, WASHINGTON  
12, CULPEPER STREET  
WARRENTON, VIRGINIA 22180

NOV 20 1995

cessors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

1. "Declarant" shall mean Snow Hill Corporation and its successors or assigns.

2. "Association" shall mean and refer to Snow Hill Homeowner's Association, Inc., a Virginia non-stock corporation, its successors and assigns.

3. "Member" shall mean and include every person or entity who holds membership in the Association.

4. "Owner" shall mean and include each and every person or entity, whether one or more persons or entities, who hold a fee simple interest to any property herein described, other than the Declarant.

5. "Subdivision" shall mean the entire real property hereinbefore described and subdivided into lots, streets, common open space and areas, and known by official plat designation as Snow Hill, Phase One, pursuant to a plat recorded in Deed Book 499, at page 213, among the land records of the aforesaid Clerk's office.

6. "Lot" shall mean any tract of land shown as a residential building lot on the recorded subdivision plat referred to above. Common open space areas and streets are not included in the above definition.

7. "Common open space area" shall mean all real property shown on the above referenced plat of survey and owned by the Association for the common use and enjoyment of its owners. The common open space area to be owned by the Association at or prior to the time of the conveyance of the first lot is described and designated on the plat attached to the aforesaid

Deed of Dedication duly recorded in the aforesaid Clerk's Office.

ARTICLE II

ASSOCIATION

Every owner of a lot shall be a member of the Snow Hill Homeowner's Association, Inc., a Virginia non-stock corporation. Membership shall be appurtenant to and may not be separated from the ownership of a residential building lot.

1. Membership. The Association shall have two classes of voting membership as follows.

Class A. Class A members shall be all owners with the exception of the Declarant and shall be entitled to one (1) vote for each lot they own. When more than one person holds an interest in a given lot, such person or persons shall be but one "Class A member" and their vote may be exercised as they deem appropriate between themselves. In no event shall more than one vote be cast with respect to any one lot owned by a Class A member.

Class B. The Class B member shall be the Declarant who shall be entitled to exercise three (3) votes for each lot owned. The Class B membership shall cease to exist and be converted to a Class A membership when the total votes outstanding in the Class A membership exceeds the total votes outstanding in the Class B membership.

2. Funding. In order to provide initial operating capital for the Association, each purchaser of a lot shall pay \$100.00 unto the Association upon his acceptance of the deed conveying his lot from the Declarant. Thereafter, the Association shall be funded by the regular and special assessments as hereinafter provided.

3. Board of Directors. In order to insure the intent and purposes of the protective covenants, restrictions and reserva-

*Working  
Capital -  
not on  
initial*

tions are complied with and for the purposes of conducting any and all business on behalf of the Association, including but not limited to the following;

- (a) administration of the Association accounts,
- (b) fixing of regular assessments and their method of collection,
- (c) payment of real estate taxes applicable to the common areas,
- (d) maintenance of insurance policies to indemnify the Board of Directors and the EPB from personal liability, and to provide liability coverage as to the common areas,

4. Environmental Protection Board. In order to perform the acts and functions necessary to review all specifications and plans for any and all improvements as is herein enumerated, an Environmental Protection Board, herein referred to as the EPB, is established to perform the above described acts and functions and to perform any and all necessary acts or functions which may be established for it in the By-Laws of the Association.

- (i) Article V., Section 1, of the By-Laws of the Association provides for the appointment of the initial Board of Directors by the Declarant until such time as the Class B Membership becomes Class A membership. At that time, the EPB shall be duly elected by the Members in accordance with the By-Laws of the Association. The initial Board of Directors shall consist of W. Wallace Sanders, Jr. Patricia P. Sanders, and Richard A. Sanders. The initial EPB shall consist of W. Wallace Sanders, Jr., Richard A. Sanders, and Meade Palmer.
- (ii) The addresses of the Board of Directors and the EPB shall be the same as that of the registered office of the Association, unless and until changed by action of the Association by its Board of Directors.

#### ARTICLE III

##### RESTRICTIONS AND RESERVATIONS

The following protective covenants, restrictions and reservations are hereby established, declared and prescribed to run with the aforesaid land for a period of twenty-five

(25) years from the date hereof and after that time to continue automatically for additional consecutive twenty-five (25) year periods, unless and until modified as is provided for in the Fauquier County Zoning Ordinance, as amended.

A. DESIGN AND CONSTRUCTION.

1. No building, structure, fence, utility yard, or other improvement shall be placed, altered, or remodeled on any lot until the building plans, specifications, and plot plans showing the location of such improvements on the lot have been submitted to the EPB and approved thereby in writing. All improvements shall be placed on the lot only in accordance with the plans and specifications duly submitted and approved by the EPB. The EPB, in considering such improvements, shall take into consideration the location of such improvements with respect to topography, scenic easements, natural amenities, finished ground elevations, neighboring structures, color coordination, general aesthetic appearance, type and quality of materials used in construction, and the intent and purposes of the subdivision declared herein. In the event the EPB fails to approve or disapprove a duly submitted plan within thirty (30) days after the date of such submission, or in the event, if no action at law or in equity is initiated by the Association in reference to such improvement, prior to the completion of such improvement, such approval will not be required. No construction shall commence unless and until all plans are duly submitted and approved in accordance herewith.

2. No structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single family residence, not to exceed 2 1/2 stories and a private garage, for not more than four automobiles. No trailer, tent, shed, or other buildings or temporary structures shall be erected, placed or permitted to remain on any lot. No basement

shall be constructed except in the integral process of the construction of the main dwelling house which construction must proceed without interruption until completion of said dwelling. No dwelling house shall be occupied until the same is completed and a Certificate of Occupancy issued by the appropriate County agency.

3. The lots of this subdivision shall be used for residential purposes only. No purchaser, owner or member shall be allowed to subdivide or resubdivide any lot herein so as to produce a greater number of smaller lots than currently exist. However, more than one lot may be used for the erection or placement of a residential structure provided the same is duly approved by the EPB.

4. All residential structures shall have a finished, heated living area, exclusive of porches, basements, breezeways and garages, of not less than;

- (a) 2,000 square feet of such living space for one-story structures.
- (b) 2,200 square feet of such living space for structures of more than one story, which shall include, split-level and bi-level structures.

5. Mobile, Modular or pre-assembled homes shall not be permitted within the subdivision.

6. Once approval is received for construction, except in unusual circumstances beyond the control of the owner, the improvement must be under continuous construction and completed within one year.

7. In order to maintain architectural diversity throughout the neighborhood, duplications of exterior design will not be permitted when structures are within visual range of each other.

B. SITING AND LANDSCAPING.

1. The cutting of living trees shall be held to a minimum with total clearing of trees being limited to areas for the building site, the drain field, gardens, driveways and parking areas. The balance of the property, insofar as is practicable, shall remain in forest floor to result in the minimal disrup-

tion of the immediate environment, in order to insure the prosperity of established trees and bushes. Owners are required to follow sound forestry management practices in caring for their property.

2. Erosion control practices as are prescribed by the appropriate governmental authority and/or the EPB shall be observed during and after construction.

3. During construction, the removal of mud and debris tracked onto the streets shall be the responsibility of the owner of the lot under such construction. Lot owners shall immediately correct any damage caused by themselves, their contractors, or their agents or employees, to the streets, ditches, shoulders, culverts, pipes, other street improvements or common area.

4. All driveways shall be designed and constructed in accordance with the prevailing specifications of the Virginia Department of Highways & Transportation. Not less than fifty feet (50') of stone driveway and appropriate culverts shall be installed prior to the commencement of any construction. The owner shall be responsible for obtaining any and all necessary permits and approval required by Virginia Department of Highways and Transportation.

5. Walk or on site curb lights may be provided by the owners at their expense. All exterior lighting must be approved by the EPB. Pole lights shall not be erected to height of greater than 10 feet.

6. The following may be erected and maintained on a lot only if the same are wholly located within the residence, garage or in a utility yard: pens, yards, houses for pets, above ground storage of construction materials, fuel oil tanks, clothes racks and clothes lines. Plans for utility yards shall



be submitted together with the plans for the residence. Each such utility yard shall be screened by fencing or shrubbery of such height and construction deemed appropriate by the EPB.

7. The construction and fencing of swimming pools and tennis courts shall be subject to the approval of the EPB and shall be located in a manner so as not to detract from the general appearance of the lot, adjacent lots, or the subdivision generally. Such improvements shall be constructed in strict compliance with any and all applicable laws and ordinances.

8. Any boundary fences on the lots shall be subject to the approval of the EPB and shall be constructed of wood, stucco, brick, stone, shrubbery or other material approved by the EPB. Any fence shall be limited to 4-1/2 feet in height. Any fence erected along Snow Hill Drive shall be the natural split rail variety, as approved by the EPB.

9. The erection of television antennas, satellite discs, radio antennas and similar forms of communication reception, shall be first approved by the EPB in terms of location, size and height restrictions prior to their erection and shall comply with all regulations of Fauquier County.

10. Where site conditions permit, garages must be entered from the side or rear of the house.

11. Since the establishment of standard, inflexible building set-back lines for locating houses on lots may have a detrimental impact on privacy, views, preservation of important trees, etc., no specific set-back lines are established hereby, subject only to prevailing Fauquier County Zoning Ordinances which may establish such requirements. In order to assure that the location of houses or other structures will be staggered, so that the maximum amount of view and privacy will be available to each house, the structures will be located with

regard to the topography of each individual lot, taking into consideration special natural amenities and similar considerations.

C. GENERAL.

1. All telephone, electric and other utility lines and connections between the main utility distribution lines and the residences or other improvements on each lot shall be concealed and located underground.

2. All septic systems shall be installed to complete compliance with the then prevailing requirements of the County Health Department. The owner acknowledges that he will obtain all necessary permits and comply with all prevailing code specifications and requirements.

3. Boats, trailers, campers and other recreational vehicles shall be stored in a garage or common area, when such is constructed, which shall be secured and screened by the Declarant, located in the subdivision as part of the common open space. Fees for storage in the common area may be assessed by the Board of Directors.

4. The discharge of any firearm, regardless of size and calibre, is hereby prohibited within this subdivision.

5. No noxious, illegal, or offensive trade or activity shall be carried on upon any lot, common open space or street, nor shall anything be done thereon which, in the judgment of the EPB, may be or become an annoyance or nuisance to the neighborhood. No signs or billboards shall be erected or maintained on the premises unless approved by the EPB in advance. The only signs which are permitted to be displayed are customary name and address identification signs, subject to the discretion of the EPB. "For Sale" and "For Rent" signs shall be of the approved, standard size. No trade materials or inventories may be stored upon the premises, nor trucks or

tractors used in trade or otherwise, (excepting pick-up trucks and personal transportation vans), may be stored or regularly parked on the premises except in the facilities described in paragraph 14.

6. Adequate off street parking shall be provided by the owner of each lot for the parking motor vehicles owned by such owner. Owners of all lots hereby agree that they shall not park their motor vehicles on the streets of the development. Multiple parking space shall be screened from view where possible.

7. No animals or poultry of any kind, other than household pets, shall be kept for boarding, breeding or maintained for any commercial purpose whatsoever.

8. Each lot owner shall keep his lot free of, trash and rubbish, and properly maintained so as to present a pleasing appearance, consistent with the policy and intent declared herein, and shall maintain the proper contour of the land in order to prevent erosion. In the event a lot owner does not properly maintain his lot as above provided and in the opinion of the EPB the repair or maintenance of such lot is required to maintain the requisite aesthetic appearance, they, then, may cause the required work to be done and the cost thus incurred shall be forthwith paid by the owner and in no event later than thirty days. In the event that the EPB determines that work is required to enforce the provisions of this paragraph, then entry upon the lot to perform such work shall not be deemed a trespass.

9. No mini-bikes, trail bikes, snow mobiles, go-carts, or other similar recreational vehicles not capable of being licensed, shall be operated on any right-of-way, lot or any area of common open space area.

ARTICLE IV

ASSESSMENTS

Declarant hereby covenants for each lot within the subdivision, and each lot owner, by acceptance of a deed for said lot, is hereby deemed to covenant to pay to the Association any and all assessments levied by the Association as herein provided.

1. Regular Assessments. Regular assessments shall be established by the Board of Directors as to amount and method of collection and may be adjusted by them on an annual basis depending upon the financial requirements of the Association subject to the approval by a two-thirds majority of the members. Regular assessments are hereby fixed at \$ 100.00 per annum for each lot until such time as a different rate is established as is provided for in the By-Laws. The Association may, by a two-thirds vote of the members, direct that the regular assessment be increased to an amount sufficient to pay for the costs of refuse collection for all lots.

2. Special Assessments. Special assessments shall be those in addition to those authorized above and shall be for the purpose of defraying, in whole or in part, the cost of any construction, repair or replacement of a capital improvement on the common area or streets, including fixtures and personal property related thereto. Such special assessment shall be limited to one assessment per year, which must be approved by a two-thirds majority of the members.

3. General Assessment Provisions. (a) All assessment funds shall be used exclusively to promote the health, safety, welfare and recreation of the members and for the improvements of the common open space areas.

(b) Each assessment must be fixed at the same rate and method of collection for all lots.

(c) Written notice of all assessments shall be sent

to every owner subject thereto at least thirty (30) days before such assessment becomes due and payable. Any assessment not paid within fifteen (15) days after its due date shall be deemed in default and bear interest from such due date at the then current judgment rate of interest.

(d) Each assessment, together with any applicable costs and reasonable attorney's fees, at Twenty percent (20%), shall be the personal obligation of the record owner at the time such assessment fell due. No owner may avoid liability for any assessment by waiver, non use or abandonment of any right or real estate. Except as otherwise provided, the new owner shall be jointly and severally liable for any and all unpaid assessments. Said assessment lien shall be subordinate to any mortgage or deed of trust.

(e) The Association may bring an action at law against any owner in default or may foreclose upon the lien established hereunder. The Association shall, on or before the 15th day of January of each and every year, cause a list of owners in default and the amount of their respective delinquent assessments to be recorded among the land records of the Circuit Court of Fauquier County, Virginia. Upon demand and for a reasonable charge, the Association will provide a signed certificate which will set forth the status of an individual owners payment of assessments levied against his lot.

#### ARTICLE V

##### COMMON AREA

1. Title and Upkeep. The Declarant, on behalf of itself and its successors and assigns, hereby covenants that prior to the conveyance of a lot to an owner other than the Declarant, the Common Area will be conveyed to the Association in fee simple, subject to all easements, agreements, restrictions and such encumbrances then of record. Upon the incorporation of the Association, upkeep of the Common Area shall be the responsibility of the Association. Clearing in

common open space area shall be restricted to underbrush and/or dead or felled trees, except for the common open space areas carrying running water, which are to be maintained in as a state of nature easement for a distance of fifty feet (50') on each side of said running water. Any BMP ponds in common open space areas shall be maintained by the Association in accordance with the provisions of Article II-602 of the Fauquier County Zoning Ordinance. BMP's shall include all ponds, dams and spillways. For maintenance purposes, an easement is established to include such ponds, dams and spillways. The BMP's shall be properly maintained in order to insure operation in accordance with design specifications. The County shall, in no event, be responsible for maintenance except as is provided for in Article II-602 of the Zoning Ordinance.

2. Right of Use and Enjoyment. Appurtenant to each lot, whether or not mentioned in the deed thereto, shall be an easement which is hereby created, entitling all persons lawfully occupying or residing on a lot in Snow Hill to use and enjoy the Common Area in common with all persons lawfully residing on other lots for purposes of recreation as is approved by the Association. Any purported conveyance or other transfer of that easement without the lot to which it is appurtenant shall be void. The easement created is subject to the powers of the EPB to; reasonably regulate the use and enjoyment of such common area, to place a lien against such common area to secure repayment of an indebtedness incurred by the Association, to suspend the rights of any person or persons delinquent in the payment of any lawful assessment, to dedicate, convey or otherwise transfer the Common Area or any portion thereof to any governmental body or authority or utility as may be agreed by a two-thirds majority vote of the

OWNERS.

3. The Declarant reserves unto it any and all ownership interest in any treasure trove in the land which comprise Snow Hill Subdivision. Should any person find a treasure in this land, he shall forthwith notify the Declarant and it shall have the right to remove said treasure trove without recourse to the owner of any lot herein or to the finder of said treasure. Declarant reserves any remedy, either at law or in equity, to enforce such interest.

ARTICLE VI

EASEMENTS

1. Declarant reserves for itself, its successors and assigns, the right to grant easements for the installation and maintenance of utilities and drainage facilities as it may deem reasonable and for ingress and egress across common open space areas. Easements are reserved on and across all common areas in the subdivision for the benefit of the Association for the purposes of such maintenance activities as the Association shall undertake.

2. There is hereby created and granted an easement over the property for the lawful performance of their functions in the event of emergencies by all police, fire, ambulance and other rescue personnel.

3. The Association shall insure that the use of the 100' wide buffer area will be limited to passive recreation and will remain in a state of nature and limited to selective timbering in accordance with approved forestry standards.

ARTICLE VII

ROADS AND STREETS

AND CENTRAL WATER

1. Declarant shall be responsible for the design and construction of all public streets as shown on the recorded subdivision plat. Said design and construction shall be in

accordance with the then prevailing specifications of the Virginia Department of Highways & Transportation (VDH&T). Declarant shall post sufficient bond to insure completion of said streets to State and County standards. Upon completion of said streets, Declarant shall dedicate the same to public use. Any damage to said streets by owners as is mentioned in Article III, paragraph 7, shall be repaired at the expense of the owner.

2. Common driveways are to be maintained by those whose property is served thereby. Driveways are to be used as access to and from cul de sacs only and not as direct access to the loop road.

3. The Declarant shall construct a central water system for the supply of water to all dwellings within the subdivision. Said system shall be constructed to the applicable standards of the Virginia Department of Health and the Fauquier County Water and Sanitation Authority. Upon completion of said system, Declarant is to transfer ownership thereof to the Fauquier County Water and Sanitation Authority and, upon its acceptance, Declarant will relinquish all responsibility and liability for the operation and maintenance of said system. Should the system be rejected by the WSA, then, the Association shall operate and fund said system with fees charged to the homeowners to cover the operating costs.

#### ARTICLE VIII

##### GENERAL PROVISIONS

1. Declarant, the Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this declaration. Failure by Declarant, the Association, or any owner to enforce any covenant or restric-



tion herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. Invalidation of any of these covenants or restrictions by judgment or Court order shall in no way affect any other provision, which shall remain in full force and effect.

3. Covenants and restrictions of this declaration may be amended by duly recording an instrument executed and acknowledged by the Board of Directors, and approved by not less than two-thirds of the Association's membership. In no event may Articles 3-3 and 5-1 of these Covenants be changed or amended absent prior approval by the Board of Supervisors. In no event shall Article 5-3 be changed or amended.

4. No breach of any conditions herein contained or reentry by reason of such breach shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith, and for value as to the subdivision or any lot therein; provided, however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

5. Notice, where required to an owner, shall be deemed to have been given, (i) when delivered in hand to any person or persons who, alone or with others, constitutes an owner, or (ii) when mailed by first class postage, to any such person at their last known address. Where an owner may be more than one person or entity, it shall be the responsibility of the person or entity so notified, to inform such other persons or entities affected.

6. Nothing contained herein or in any Association documents shall be deemed to impose on Declarant or Association any obligation to construct or provide any dwellings or improvements whatsoever.

7. Any cost, expense or charge incurred by the Board of Directors in the enforcement of any of these covenants, restrictions or reservations, shall be billed to the lot owner causing such violation. Any charges so incurred shall be paid by the violating lot owner in full within thirty days from the date of billing. Failure to so pay will entitle the Association to place and enforce a lien on the violator's lot as is prescribed in Article III.

8. Irrespective of any other provision herein contained, the Board of Directors, on behalf of the Association and with its two-thirds majority approval, reserves the right, from time to time, to amend or correct these covenants, restrictions and reservations, or resubdivide any lot or lots shown on the subdivision plat so long as such amendment, correction or resubdivision is, in the opinion of the Board of Directors, in keeping with the original intent and purposes of these declarations.

9. Plans for improvements to be acted upon by the EPB as is herein required shall be submitted, processed and acted upon in the manner prescribed by the EPB. The guidelines for such procedure of approval, including application forms and specifications requirements, shall be obtained from any member of the EPB.

10. Each owner shall be responsible for obtaining any and all necessary and proper, State or County, permits or licenses prior to making any improvements on the lots of this subdivision.

11. In the event of default by the Association in the maintenance of common open space areas, improvements, or easements, as provided herein, the County of Fauquier may undertake said responsibility for maintenance of the Association and assess reasonable charges for the same in the

manner and after notice as is provided for in the applicable sections of the Fauquier County Zoning Ordinance, as amended. Said Ordinance and amendments being specifically incorporated herein by reference.

SNOW HILL CORPORATION

By *W. Wallace Sanders, Jr.*

STATE OF VIRGINIA

COUNTY OF FAUQUIER, TO-WIT:

The foregoing document was acknowledged before me this 12<sup>th</sup> day of November, 1985, by Snow Hill Corporation by its President, W. Wallace Sanders, Jr.

*Dallene S. Standliff*  
NOTARY PUBLIC

My Commission Expires:

7/19/88

JGA/SNOW HILL A 1-10

NOV 14 1985

Virginia In the Clerk's Office of Fauquier Circuit Court \_\_\_\_\_

This instrument was this day received in said Office and with certificate admitted to record at 11:02 PM

Tax of \$ \_\_\_\_\_ imposed by Section 58-54.1 Paid \_\_\_\_\_

State Tax \_\_\_\_\_ County Tax \_\_\_\_\_

Transfer Fee \_\_\_\_\_ Clerks Fee 24.00 Total 24.00

Teste *W. Pearson* Clerk