

**CURVE DATA**

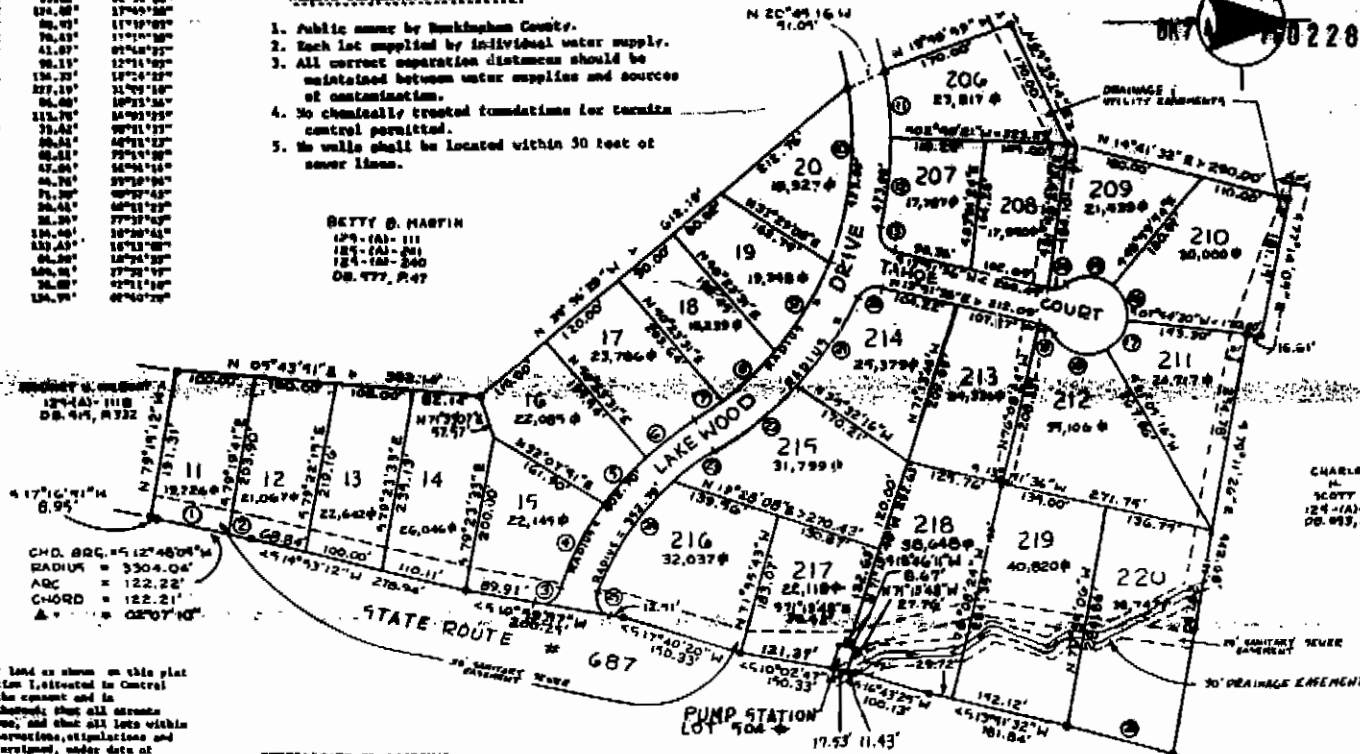
STATION	CHORD	ARC	BEARING	CHORD	DELTA
1	128.00'	90.00'	S 12°15'45" W	90.00'	81°28'15"
2	128.00'	90.00'	S 12°15'45" W	90.00'	81°28'15"
3	128.00'	90.00'	S 12°15'45" W	90.00'	81°28'15"
4	128.00'	90.00'	S 12°15'45" W	90.00'	81°28'15"
5	128.00'	90.00'	S 12°15'45" W	90.00'	81°28'15"
6	128.00'	90.00'	S 12°15'45" W	90.00'	81°28'15"
7	128.00'	90.00'	S 12°15'45" W	90.00'	81°28'15"
8	128.00'	90.00'	S 12°15'45" W	90.00'	81°28'15"
9	128.00'	90.00'	S 12°15'45" W	90.00'	81°28'15"
10	128.00'	90.00'	S 12°15'45" W	90.00'	81°28'15"
11	128.00'	90.00'	S 12°15'45" W	90.00'	81°28'15"
12	128.00'	90.00'	S 12°15'45" W	90.00'	81°28'15"
13	128.00'	90.00'	S 12°15'45" W	90.00'	81°28'15"
14	128.00'	90.00'	S 12°15'45" W	90.00'	81°28'15"
15	128.00'	90.00'	S 12°15'45" W	90.00'	81°28'15"
16	128.00'	90.00'	S 12°15'45" W	90.00'	81°28'15"
17	128.00'	90.00'	S 12°15'45" W	90.00'	81°28'15"
18	128.00'	90.00'	S 12°15'45" W	90.00'	81°28'15"
19	128.00'	90.00'	S 12°15'45" W	90.00'	81°28'15"
20	128.00'	90.00'	S 12°15'45" W	90.00'	81°28'15"
21	128.00'	90.00'	S 12°15'45" W	90.00'	81°28'15"
22	128.00'	90.00'	S 12°15'45" W	90.00'	81°28'15"
23	128.00'	90.00'	S 12°15'45" W	90.00'	81°28'15"
24	128.00'	90.00'	S 12°15'45" W	90.00'	81°28'15"
25	128.00'	90.00'	S 12°15'45" W	90.00'	81°28'15"
26	128.00'	90.00'	S 12°15'45" W	90.00'	81°28'15"
27	128.00'	90.00'	S 12°15'45" W	90.00'	81°28'15"
28	128.00'	90.00'	S 12°15'45" W	90.00'	81°28'15"
29	128.00'	90.00'	S 12°15'45" W	90.00'	81°28'15"
30	128.00'	90.00'	S 12°15'45" W	90.00'	81°28'15"

**HEALTH DEPARTMENT STATISTICS**

1. Public sewer by Henningham County.
2. Each lot supplied by individual water supply.
3. All correct separation distances should be maintained between water supplies and sources of contamination.
4. No chemically treated foundations for termite control permitted.
5. No wells shall be located within 50 feet of sewer lines.

BETTY B. MARTIN  
124-1A1-111  
124-1A1-201  
124-1A1-240  
DB. 477, P. 47

**OWNER AND DEVELOPER**  
LAKWOOD SUBDIVISION, INC.  
**ZONED R-2**  
**TOTAL AREA = 16.08 AC.**



**OWNER CONSENT AND DECLARATION**

Know all men by these presents, that the subdivision of land as shown on this plat containing 16.08 acres, and designated as Lakewood Section I, situated in Central District in the County of Henningham, Virginia, is with the consent and in accordance with the terms of the underlying covenants that all covenants shown on said plat are hereby dedicated to the public use; and that all lots within the subdivision are subject to certain restrictions, reservations, stipulations and covenants as provided in a writing executed by the undersigned, under date of August 8, 1984 and recorded in the Clerk's Office of Henningham County, Virginia, in Book 124-1A1-111 and recorded in the Clerk's Office of the Circuit Court of Henningham County, Virginia in Book 124-1A1-201 and 124-1A1-240 given under my hand this 10th day of May 1985.

Lakewood Subdivision, Inc. (SEAL)  
by Betty B. Martin (SEAL)

**BUYER'S CERTIFICATE**

The foregoing covenants and declaration are acknowledged before me by Betty B. Martin of Lakewood Subdivision, Inc. this 10th day of May 1985, whom under my hand this 10th day of May 1985.

No Commission imposed: \$12.00 Nelly C. Rowlett  
Notary Public

**SUPERVISOR'S CERTIFICATE**

I hereby certify that to the best of my knowledge and belief, all of the requirements of the Board of Supervisors and ordinances of the County of Henningham, Virginia, regarding the platting of subdivisions within the county, have been complied with, except as may be noted on this plat.

Bobby L. Owens  
COUNTY LAND SURVEYOR, No. 100

**CERTIFICATE OF APPROVAL**

This subdivision known as Lakewood SECTION I is approved by the undersigned in accordance with existing subdivision regulations and may be admitted to record.

12-21-84 Date  
12/14/84 Date  
5-10-85 Date

W. J. Stone Highway Engineer  
E. J. [Signature] Health Officer  
[Signature] Agent for Board of Supervisors



**NOTES:**

1. Front setback requirement is 35 feet.
2. A 10 foot utility and drainage easement is retained in the restrictive covenants along the front, rear, and side of each lot.
3. Additional easements are also shown on plat.

CHD. BRC = 414°11'42" W  
RADIUS = 2894.00'  
ARC = 194.01'  
CHORD = 134.99'  
Δ = 02°40'20"

VICINITY MAP  
1"=600'

**FINAL PLAT: LAKEWOOD SECTION I**

SCALE 1" = 100'  
DATE: MAY 7, 1985  
DRAWN BY: BOBBY L. OWENS, C.L.S.  
RECORDED IN: 124-1A1-201  
COUNTY: HENNINGHAM COUNTY, VIRGINIA  
LOCATED ON: STATE ROUTE #687, CENTRAL DISTRICT, HENNINGHAM COUNTY, VIRGINIA  
COUNTY LAND SURVEYOR: BOBBY L. OWENS, No. 100, HENNINGHAM COUNTY, VA 22804  
PLAT NO.: 83-141

DECLARATION OF PROTECTIVE  
COVENANTS AND CONDITIONS  
of

LAKWOOD, SECTION I

BK742 P60229

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Lakewood Estates, Inc., a Virginia corporation, is the owner and proprietor of certain lots of land situate in Central District, Rockingham County, Virginia, and shown and designated on a plat entitled "Lakewood Section I" dated May 7, 1984 and made by Bobby L. Owens, Certified Land Surveyor, which plat is to be recorded in the Clerk's Office of the Circuit Court of Rockingham County, Virginia, immediately prior to the recordation hereof;

WHEREAS, the aforesaid owner and proprietor of the aforesaid lots of land, in order to insure purchasers of said lots a uniform mode of development, desires that all of the lots in said subdivision, but specifically excluding all of the lands of the Grantor, be sold subject to the following restrictions, conditions, covenants, limitations and easements, these restrictions being designed to limit the use of the land to residential purposes, to promote pleasing and harmonizing architectural designs, and to protect lot owners against undesirable uses by other lot owners;

NOW THEREFORE, Lakewood Estates, Inc. covenants and agrees for itself, its successors and assigns, that each and every one of said lots shown on said plats shall be sold and held by the purchasers thereof, their heirs, successors, devisees and assigns, subject to the following restrictions, conditions, covenants, limitations and easements which shall run with the title to said lots, to-wit:

1. That each lot be used for single family residential purposes and for no other purpose. No trailer, basement, tent, shack, barn or other outbuilding erected on any of said lots shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted. No house trailer shall be permitted on any of said lots at any time. No large commercial vehicles shall be permitted.

2. No building or other improvement shall be erected, placed, or altered on any of said lots until construction plans and specifications and a plat showing the location of the structure have been submitted in writing and approved by the Architectural Review Committee as to external design and

materials, harmony of external design with existing structures, and as to location on the lot. No fence or wall shall be erected, placed or altered on any of said lots unless similarly approved. No wall, fence or hedge exceeding three (3) feet in height shall be constructed or planted forward of the front elevation of the dwelling.

3. The Architectural Review Committee hereinabove referred to is composed of three (3) persons designated by the board of directors of Lakewood Estates, Inc., a Virginia corporation. A majority of the committee may designate a representative to act for it. The Architectural Review Committee approval or disapproval as required in these covenants shall be in writing. In the event that the Committee or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin construction has been commenced prior to the completion thereof, approval will not be required and the covenants herein provided shall be deemed to have been fully complied with. At such time as Lakewood Estates, Inc. chooses, or, in any event no later than the date on which the last of all lots in all sections of the subdivision to be called Lakewood is sold by said corporation, the Architectural Review Committee shall consist of at least three (3) in number elected by the record title owners of all lots in said subdivision, each lot having one (1) vote in such election. Such election may be called by any one lot owner in this subdivision by giving thirty (30) days written notice to all other lot owners at the address then listed with the Treasurer of the governmental subdivision having real estate taxing jurisdiction over said subdivision.

4. The aforesaid Architectural Review Committee shall have full, absolute and complete discretion to approve or disapprove proposed buildings and improvements on any of said lots and in the exercise of its discretion said Committee shall not be bound to approve any proposed buildings and improvements solely because such comply with the other restrictions and covenants herein contained or are equal in cost or value to buildings and improvements on other lots. Said Committee shall also have the further discretion to approve any proposed buildings or improvements on any of said lots even though said improvements do not meet the requirements of the other provisions of this instrument, if, in the absolute discretion of said Committee, such variations are not harmful to the value of the adjoining property. In no event, however, shall said Committee be empowered to permit any use of said lots other than as provided in Paragraph 1 above.

WELBY C. SHOWALTER  
ATTORNEY AND  
COUNSELOR AT LAW  
224 S. Main St  
Harrisonburg,  
Virginia

5. The main ground floor area of any dwelling, exclusive of porches, garages and breezeways shall not be less than fourteen hundred (1400) square feet for a one story single family dwelling, nor less than One Thousand (1000) square feet for a dwelling of more than one story. BK 742 PG 231

6. No residence or other building shall be constructed upon said lot nearer the front of said lot or nearer the other boundaries of said lot than the distance set forth in the zoning ordinance of the governmental body having jurisdiction over the real estate.

7. No dwelling shall be permitted to be erected on any of said lots unless adequate provisions for off-street parking for at least three (3) vehicles be provided upon such lot.

8. No dwelling shall be erected or placed on said lot which has an exterior construction of stucco or concrete block aggregate, basement and foundation walls excepted, and no cinderblock shall be exposed in the foundation. The exterior shall be completed within nine (9) months after start of construction.

9. No sign of any kind shall be displayed to the public view on any of said lots except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during construction. One sign not exceeding one-half (1/2) square foot displaying the name of the owner of the property shall be permitted on any of said lots.

10. No satellite receiving devices shall be erected between the dwelling unit and any street or streets bordering the lot. Installation of the same shall be as unobtrusive as possible.

11. No animals, livestock or poultry of any kind shall be raised, bred or kept on any of said lots, except dogs, cats or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose.

12. None of said lots shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary and closed containers, and all incinerators or other containers shall be appropriately screened from view from any street or road on which any of said lots front. Said lots shall be mowed and properly maintained at all times.

13. None of said lots shall be re-subdivided into smaller lots, nor shall any portion of any lot be sold and conveyed by the owner thereof without the prior approval of the Architectural Review Committee. The right to approve such re-subdivision of lots and to relocate lot lines of any unsold lots is reserved to the Architectural Review Committee and to Lakewood Estates, Inc.

14. Easements for drainage and for the installation, repair, replacement and maintenance of underground water and sewer pipes and mains and for overhead or underground power and telephone lines are reserved to Lakewood Estates, Inc. over, through, and across the strips of land designated as drainage and utility easements on the aforesaid plats. Such easements are expressly reserved to the use of Lakewood Estates Subdivision and no third party shall be or become entitled to the use thereof, nor shall any other party, except the lot owner, have any vested interest in or to the use of such easements except Lakewood Estates, Inc. or such utility company as may be granted specific rights over, through or across such easements. Except as such rights are granted to a utility company by a recorded easement or right of way, a release by Lakewood Estates, Inc. to any individual lot owner of any easements so reserved shall operate as a complete release to such lot owner and no other party shall be entitled to exert any claim or right to the use thereof.

15. Mineral rights are hereby reserved to Betty B. Martin until such time as the lease currently in effect shall be terminated.

16. These restrictions, conditions, covenants, limitations and easements shall run with the title to the land and shall be binding upon all parties owning said lots and all persons claiming under them until January 1, 2004, at which time they shall be automatically renewed for five (5) successive additional ten (10) year periods, unless sooner terminated by the written consent of all parties in interest.

17. The failure on the part of the Grantor to enforce any restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages, or both. One or more owners in the subdivision shall be a proper party to institute such proceedings.

Invalidation of any one of the provisions of this instrument by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

WELBY C. SNOWALTER  
ATTORNEY AND  
COUNSELOR AT LAW  
224 S. Main St.  
Harrisonburg,  
Virginia



IN WITNESS WHEREOF, Lakewood Estates, Inc., a Virginia corporation, has caused its name to be hereunto affixed this 8th day of August, 1984.

BK 742 PG 0233

LAKWOOD ESTATES, INC., a Virginia corporation

BY Betty B. Martin (SEAL)

ITS President

STATE OF VIRGINIA,

CITY/COUNTY OF Rockingham, to-wit:

The foregoing instrument was acknowledged before me this 8th day of August, 1984, by

Betty B. Martin, its President

on behalf of Lakewood Estates, Inc., a Virginia corporation.

My commission expires 7-17-87

Pamela S. Rhodes  
Notary Public



Recorded in the Clerk's Office of the Circuit Court of Rockingham County, Virginia, this day of August, 1984, at 12:35 P.M. I certify that the foregoing instrument was this day presented in the office aforesaid, and is with the certificate of acknowledgment annexed, admitted to record this 10 day of May, 1985, at 12:35 P.M. I certify that the fee has been paid when applicable:  
Sec. 15.1-4 - State \_\_\_\_\_ County \_\_\_\_\_ City \_\_\_\_\_  
Sec. 15.1-4.1 - State \_\_\_\_\_ County \_\_\_\_\_ City \_\_\_\_\_ Transfer \_\_\_\_\_  
Re. Fee: 13.00

TESTE  
L WAYNE HARPER  
CLERK

Deed Book No. 742 Page 228

WELBY C. SHOWALTER  
ATTORNEY AND  
COUNSELOR AT LAW  
224 S. Main St.  
Harrisonburg,  
Virginia

58 (1) HOC 9 1 0 8 6 7