

COMMONWEALTH OF VIRGINIA

DECLARATION OF SUPPLEMENTAL  
EASEMENTS AND RESTRICTIVE  
COVENANTS

COUNTY OF MECKLENBURG

THIS DECLARATION OF SUPPLEMENTAL EASEMENTS AND RESTRICTIVE COVENANTS for WESTVIEW on the Lake Subdivision, made this 15th day of February, 2003 by Bruce Guard Development, LLC, a Virginia Limited Liability Company, herein after referred to as "Declarant."

RECITALS

1. WESTVIEW on the Lake Subdivision is a residential subdivision developed by Declarant, located in the Clarksville Magisterial District, Mecklenburg County, Virginia.

2. Declarant did by Declaration of Easements and Restrictive Covenants, dated 25 April, 2000, and of record in the Office of the Clerk of the Circuit Court of Mecklenburg County, Virginia in Deed Book 608, page 0320, et seq., place certain easements and restrictive covenants of record, which said easements and covenants are binding upon the residential lots located in WESTVIEW on the Lake Subdivision.

3. That the said Declarant, in said restrictive covenants reserved the right to subject additional land to the terms and conditions of said restrictive covenants and to make the same binding on said additional properties.

4. That Declarant is the owner of property contiguous to WESTVIEW on the Lake Subdivision, which said property is currently being developed and is to be known as WESTVIEW on the Lake Subdivision, Phase II. Said property shall be serviced by a private road leading from Virginia Highway 722 (Cow Road) through WESTVIEW on the Lake Subdivision.

5. Declarant has caused to be formed a nonprofit, non-stock Corporation to be known as WESTVIEW on the Lake Property Owners Association (WPOA) for the purposes of collecting yearly assessments and administering the easements and restrictive covenants affecting both subdivisions.

6. The parties hereto desire to subject the property owned by Declarant to be known as WESTVIEW on the Lake, Phase II to the terms and conditions of the aforementioned easements and restrictive covenants which are of record in Deed Book 608, page 0320, et seq.

7. The said property is more accurately described as follows:

All those certain lots or parcels of land with appurtenances thereunto belonging and located in the Clarksville District, Mecklenburg County, Virginia being shown and described as lots 15, 16, 17, 18, 19, 20, 21, 22, and 23 of Phase II, WESTVIEW on the Lake Subdivision, all of which are shown and described on a plat of survey made by Crutchfield & Associates, a; of which are shown and described on a plat of survey made by Crutchfield & Associates, Inc., said plat being dated *March 18, 2003* and of record in the Office of the Clerk of the Circuit Court of Mecklenburg County, Virginia in Plat Book \_\_\_\_\_, page \_\_\_\_\_. *Instrument # 050000680*.

W I T N E S S E T H:

NOW, THEREFORE be it known that Declarant does hereby subject the above described Phase II of WESTVIEW on the Lake Subdivision and the lots therein to those easements and the restrictive covenants for WESTVIEW on the Lake.

Subdivision, which said easements and restrictive covenants are of record in the Office of the Clerk of the Circuit Court of Mecklenburg County, Virginia in Deed Book 608, page 0320, et seq. Said easements and restrictive covenants shall be deemed to be covenants running with the land binding upon the parties hereto, their heirs, successors and assigns.

Further, all owners of residential lots in WESTVIEW on the Lake Subdivision shall be members of the WESTVIEW on the Lake Property Owners Association with all the benefits and responsibilities thereunto belonging.

#### ADDITIONAL RESTRICTIONS

For Lots 16,17,18, and 23, the square foot requirements for the residential dwelling houses built on said property shall be a minimum of 1,000 square feet on the ground floor level and not less than 2,000 square feet total heated area exclusive of porches, breezeways, garages, basements, and deck. For Lots 15,19,20,21, and 22 the minimum square footage shall be 1,000 square feet on the first floor and a total of 2,000 square feet. Of this 2,000 square feet, 200 square feet may be within a covered patio. In addition, all dwellings or other structures, or projections therefrom, shall be erected within the boundaries of the setback and back set lines, but no setback line is designated for lots bordering the property of the United States of America, provided the lot owners comply with the regulations of the United States of America acting through the United States Army Corps of Engineers and the Mecklenburg County Subdivision Ordinance. Dwellings, structures or projections therefrom will be placed at a minimum of 40 feet from the side boundary of any lot.

ADDITIONAL RESTRICTIONS

Lot 16: Dwelling must face either the intersection of Heron Drive and Osprey Lane, or face Heron Drive. The setback from Heron Drive shall be a minimum of 150 feet. The setback from Osprey Lane shall be a minimum of 100 feet.

Lot 17: Dwelling must face Osprey Lane. The setback from Osprey Lane shall be a minimum of 150 feet.

Lot 18: Dwelling must face Osprey Lane. The minimum setback from Osprey Lane shall be a minimum of 50 feet.

Lot 19: Dwelling must face Osprey Lane. The minimum setback from Osprey Lane shall be a minimum of 50 feet.

Lot 20: Dwelling must face either the intersection of Heron Drive and Osprey Lane, or face Heron Drive. The setback from Heron Drive shall be a minimum of 150 feet. The setback from Osprey Lane shall be a minimum of 100 feet.

Lot 21: Dwelling must face either the intersection of State Road 722 and Heron Drive, or face State Road 722. The minimum setback from State Road 722 shall be 200 feet. The minimum setback from Heron Drive shall be 150 feet.

Lot 22: Dwelling must face State Road 722. The minimum setback from State Road 722 shall be 200 feet.

Lot 23: Dwelling must face State Road 722. The minimum setback from State Road 722 shall be 200 feet.

The Architectural Committee may at its discretion approve other requested home locations..

POND MAINTENANCE FEE

Lots 19, 20, 21, and 22, all bordering the pond, shall pay an additional \$100 annual fee to the WESTVIEW on the Lake Property Owners Association. This fee to be used exclusively for the maintenance of Blue Bird Pond. This fee may be increased by as much as 10 percent per year.

If at any time, this fund is insufficient to maintain the pond in a safe and attractive manner, and in compliance with all applicable laws, a special assessment for lots 19,20,21, and 22 shall be required to meet funding needs. If the pond cannot be maintained safely and legally, or it is prohibitively expensive to maintain as determined by the unanimous consent of the owners of lots 19,20,21, and 22, the dam shall be breached and the pond abandoned; provided, however, that the full WPOA Board of Directors shall be given 120 days notice, and shall have the right to remedy any shortcomings at its own expense.

POND EASEMENT

There is established by these covenants and restrictions and by plat map \_\_\_\_\_ made by Crutchfield and Associates dated \_\_\_\_\_, ~~Deed Book~~ Instrument # 050000680 page \_\_\_\_\_ a twenty foot easement around the entire perimeter of Bluebird Pond, along the border between lots 20 and 21 leading to Heron Drive, and a drainage easement. This easement area is for the exclusive use of the owners of lots 19,20,21, and 22, together with their guests, heirs and assigns. No impediments will be placed within this easement area or within the pond itself; thus reserving the entire easement area to the enjoyment of those property owners bordering said pond.

DOCKS

Docks are not allowed on Blue Bird Pond unless approved by the WPOA Board of Directors.

BOATS

Small manually powered boats (inflatable rafts, canoes, etc.) shall be allowed on Blue Bird Pond, provided they are not stored in or around the pond overnight. Only the owners of lots 19, 20, 21, and 22 are allowed to have boats on the Pond.

Should a dispute arise concerning the pond or the use of the pond, the property owners of lots 19, 20, 21, and 22 shall forward the dispute to the WPOA Board of Directors. The decision of the Board concerning the dispute shall be binding.

Witness the following signatures and seals:

Bruce C Guard (SEAL)  
Bruce C. Guard

Bruce S Guard (SEAL)  
Bruce S. Guard by Bruce C. Guard, P.O.A.

STATE OF VIRGINIA  
COUNTY OF MECKLENBURG, to-wit:

I, Karin K Kuhn, a Notary Public of and for the aforesaid County in Virginia, do hereby certify that Bruce C. Guard and Bruce S. Guard, members of Bruce Guard Development, LLC, a Virginia limited partnership, whose names are signed to the foregoing, have acknowledged the same before me in my City/County and State aforesaid.

Given under my hand this June 21st day of June, 2003.

AFFIX NOTARIAL  
SEAL

Karin K Kuhn  
Notary Public

My commission expires: 1/31/06

INSTRUMENT #050000681  
RECORDED IN THE CLERK'S OFFICE OF  
MECKLENBURG COUNTY ON  
FEBRUARY 7, 2005 AT 11:36AM  
E. E. COLEMAN, CLERK

RECORDED BY: MWS

*MWS, DC*