

MRS. H. H. H. H.
PEYTON FARM SUBDIVISION

Restrictive Covenants

1. No estate shall be used except for single family residential purposes. This shall not be construed to preclude the use of any land for a swimming pool, non-commercial guest house, barns, recreation purposes or keeping of horses and household pets.
2. All construction must be completed within 365 calendar days from start of construction.
3. The ground floor area of the main structure exclusive of one story, open porches, garages, or other non-inhabitable spaces, shall be not less than 1200 sq. ft. for a one story dwelling and not less than 1,000 sq. ft. for a dwelling of more than one story.
4. There shall be a distance of 25 ft. between the owner's side line and any buildings, and 50 ft. from the road.
5. No estate, or any portion thereof, nor any buildings, including out-buildings, or structure, or any improvements placed, erected, or permitted to remain thereon, shall be used in any manner as to constitute a nuisance, or used in any manner for any purpose so as to endanger the lives, health and comfort of, or unreasonably disturb the peace or quiet of an owner or occupant of adjoining property or neighborhood.
6. No hogs shall be allowed on any of the lots in the subdivision.
7. No estate or any portion thereof shall be used or maintained as a dumping or storage ground for rubbish. Trash, garbage, refuse or other waste material shall be kept in a storage area, screened by appropriate planting or otherwise, and shall be kept in a sanitary container. Woodlands may be left in natural state.
8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. No trailer, except a trailer housed or placed in a garage or similar structure shall be stored or placed upon any estate in the subdivision other than by builders during the course of construction.
9. Peyton Farm Subdivision reserves to itself, its successors, licensees and assigns, an easement or right of way 16 ft. in width along the side of the roads for the purpose of installation or maintenance of public utilities, including electricity, telephone and any appurtenances to the supply lines thereof, including guy wires, transformers, meters, etc. by overhead transmission lines or under ground installation, including the right to remove and/or trim trees, shrubs, or plants, or if any utility is now installed or exists it shall be subject to easements as existing. This reservation is for the purpose of providing for the practical installation of such utilities and when any public authority or utility company may serve said lots. An easement along the boundary lines of each estate is also reserved if and when the telephone company may need such easement.

10. Peyton Farm Subdivision reserves to itself, its successors, licensees and assigns, an easement for a right of way to any purchaser, for a riding or walking trail, 10 ft. either side of an invisible line 90 ft. from the center of the river. There shall be no fences or gates or other obstructions on any easements.


11. These regulations are to run with the land and shall be binding on all parties and all persons claiming under them until the development is complete, after which time the owners (2/3 of owners) of the estates shall decide on their own regulations, whether to continue or discontinue.

12. Enforcement shall be by proceedings at law against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. Invalidation of any one of these regulations by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

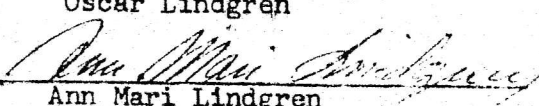
13. With mutual agreements between the buyer and seller, this contract may be amended.

14. Peyton Farm Subdivision reserves to itself, its successors, licensees and assigns the right to further divide the estates if for any reason it becomes necessary, in any case estates will not be less than 5 acres, subject to the approval of the governing body.

15. Peyton Farm Subdivision reserves to itself, its successors, licensees and assigns the right of way for the riding and walking trail between estates 39, 40, and 43, and estates 6 and 7, and 30 and 31, and 16 and 17, which is shown on the plat of the subdivision (20 ft. wide, being 10 ft. on both sides of the dividing line of the estates).

Signed: 

Oscar Lindgren

Signed: 

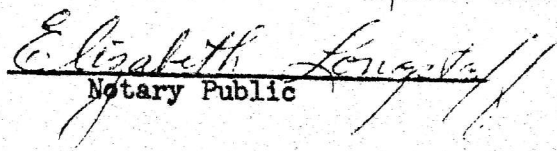
Ann Mari Lindgren

State of ~~New York~~ ^{Virginia}

County of ~~Westchester~~ ^{Henrico}

I, a Notary Public for the County and State aforesaid do certify that Oscar Lindgren, whose name is signed to above writing, has acknowledged the same before me. Given under my hand and official seal this

17th day of July 1965. My commission expires 11th day of April, 1967.


Notary Public

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KNOW ALL MEN BY THESE PRESENTS, That the subdivision of land, known as Peyton Farm Development, containing 440.8284 acres, situate in Hampton Magisterial District, Rappahannock County, Virginia, and set forth on the plats attached hereto and made a part hereof (said subdivision being made by R. M. Bartenstein and Associates, and referred to on the attached plats as Project #2274, Section 1, Lots 1-46; said attachments being designated as sheets 1 of 10; 2 of 10; 3 of 10; 4 of 10; 5 of 10; 6 of 10; 7 of 10; 8 of 10; 9 of 10; and 10 of 10), together with the restrictive covenants hereinafter set forth, is with the free consent and in accordance with the desire of the undersigned owners thereof;

That all streets shown on said plat are hereby dedicated to the public use; and

That all lots within said subdivision are subject to certain restrictions, reservations, stipulations and covenants, they being as follows:

1. No estate shall be used except for single family residential purposes. This shall not be construed to preclude the use of any land for a swimming pool, non-commercial guest house, barns, recreation purposes or keeping of horses and household pets.
2. All construction must be completed within 365 calendar days from start of construction.
3. The ground floor area of the main structure exclusive of one story, open porches, gables, or other non-inhabitable spaces, shall be not less than 1200 sq. ft. for a one story dwelling and not less than 1000 sq. ft. for a dwelling of more than one story.
4. There shall be a distance of 25 ft. between the owner's side line and any buildings, and 50 ft. from the road.
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lives, health and comfort of, or unreasonably disturb the peace or quiet of an owner or occupant of adjoining property or neighborhood.

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9. Peyton Farm Subdivision reserves to itself, its successors, licensees and assigns, an easement or right of way 16 ft. in width along the side of the roads for the purpose of installation or maintenance of public utilities, including electricity, telephone and any appurtenances to the supply lines thereof, including guy wires, transformers, meters, etc. by overhead transmission lines or under ground installation, including the right to remove and/or trim trees, shrubs, or plants, or if any utility is now installed or exists it shall be subject to easements as existing. This reservation is for the purpose of providing for the practical installation of such utilities and when any public authority or utility company may serve said lots. An easement along the boundary lines of each estate is also reserved if and when the telephone company may need such easement.

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The said 440.8284 acres of land hereby sub-divided are a portion of the land conveyed to Oscar Lindgren and Ann: Mari Lindgren, husband and wife, by the Public Welfare Foundation, Inc., by deed dated December 14, 1962, and recorded December 19, 1962, in the Clerk's Office of the Circuit Court of Rappahannock County, Virginia, in Deed Book 78, at