

BOOK 635 PAGE 891

1.

MURPHY'S MILL POINT

DECLARATION OF RESTRICTIONS AND COVENANTS

THIS DECLARATION, made this 11th day of March, 2004, by Murphy's Mill Associates, L.L.C., a Virginia Limited Liability Company herein after referred to as "Murphy's Mill Associates", or "Declarant".

WITNESSETH:

WHEREAS, Murphy's Mill Associates is the owner of Murphy's Mill Point subdivision, hereinafter referred to as the "Community", as shown on a plat of survey made by Bay Design Group, dated December 9, 2003, hereinafter referred to as the "Plat".

WHEREAS, for purposes hereof the following additional definitions shall apply:

The designation "Road" shall mean the fifty (50) foot Right of Way as described on the Plat as "Murphy's Mill Lane" to include the road itself beginning at the point of intersection with Jackson Lane and including the cul-de-sac.

The designation "Lot" shall mean any one of the lots which are designated on the Plat as Lots 1 to 18 inclusive.

WHEREAS, Murphy's Mill Associates intends to sell the above described lots for residential building sites therein, subject to certain easements, covenants, restrictions, conditions and other matters contained or provided herein and/or as shown on the Plat, hereinafter referred to as "Protective Restrictions", in order to insure the most beneficial development of the Community as a rural residential area and to prevent any such use thereof as might tend to diminish the value of pleasurable enjoyment thereof.

NOW THEREOF, Murphy's Mill Associates hereby declares and makes known that the following Protective Restrictions are hereby imposed on the Community, shall run with the land in the Community and shall be binding on Murphy's Mill Associates, its legal representative successors and assigns, and upon all parties and persons claiming by, or through or under Declarant, their agents, heirs, legal representatives, successors and assigns and shall insure to the benefit of each owner thereof.

A. STRUCTURES AND OTHER IMPROVEMENTS

1. Structures. The primary structure to be erected on a Lot shall be a single private residence. Such residence shall contain no less than 1,500 square feet of living area. The first floor of any

See Slides 433, 434 + 435 in Plat cabinet for Subdivision Plats

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two story residence shall contain a living area equal to or greater than the living area of the second floor of that residence. Living area shall not include porches, patios, verandas, garages, carports or basements. The roof pitch of any residence will be no less than 6/12. A detached garage, storage building and such other outbuildings as are normally associated thereto, for the sole use of the owner or occupant shall also be allowed. All structures on a lot shall be constructed to generally conform in appearance to other structures on that lot. No trailers, single or double-wide mobile homes are permitted. No unfinished exterior cinder block construction is permitted. House colors shall be normal subdued tones not bright or flashy in nature.

2. Completion of Exterior. The exterior of all residences and other permanent structures in the Community shall be completed within twelve (12) months after the commencement of construction except where such completions are impossible due to strikes, fires, national emergency or natural calamities.

3. Temporary Structures. Temporary structures or trailers may be used for the storage of materials and the convenience of workmen only during the construction of the residence or other permanent structures on the lot and must be removed immediately upon completion of said construction.

4. Parking. No parking shall be allowed on Murphy's Mill Lane. Each Lot shall provide off-street parking for no less than two (2) motor vehicles that shall be parked no closer than fifteen (15) feet from the property line.

B. USE OF LOTS WITHIN THE COMMUNITY

1. Commercial Use. Commercial activity is prohibited except for home occupations that do not produce excessive traffic or noise. This exception is further governed by Westmoreland County Zoning Regulations and licensing provisions, as applicable. No part of any Lot or improvement thereof shall be used in any manner which will create a nuisance or be offensive to a residential neighborhood.

2. Entrances. All driveway entrances shall be constructed using a culvert of sufficient diameter so as not to impede drainage along Murphy's Mill Lane. Each lot owner shall be responsible for maintenance and repair of said entrance as may be periodically required.

3. Animals. No horses, ponies, poultry, or other farm animals shall be raised or kept on any lot. Generally recognized house and yard pets such as cats or dogs are permitted. All pets must be kept under control and must not become a nuisance and shall not interfere with the right of quiet enjoyment of other persons owning property in the Community.

4. Firearms. The discharge of firearms within the Community is prohibited.

5. Appearance. All trash and garbage shall be kept from public view. No unsightly and/or

odoriferous debris, rubbish, trash or materials of any kind or any condition allowed to exist that creates a nuisance will be permitted on any lot. All lots, improved and unimproved shall be maintained in a neat and orderly manner at all times including the periodic cutting of grass and weeds. No vehicles, either motorized or non-motorized shall be stored or permitted in sight on any Lot unless the same meets all legal requirements to operate on public roads. Camping vehicles, trailers, boats, farm and garden implements, and such equipment and chattels may be stored on a lot provided they are hidden from public view. Such equipment shall be kept in good condition at all times; and no debris, high grass or weeds shall be allowed to accumulate around any equipment so stored. 3.

C. MAINTENANCE OF LOTS AND STRUCTURES

1. Maintenance of lots and other structures. All buildings, structures, and their appurtenances in the Community shall be maintained by the owners thereof in a suitable state of repair. In the event of destruction by fire or other casualty, the premises shall be cleared and debris removed within ninety (90) days from the date of such casualty. It shall be the responsibility of each property owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings and other structures or grounds on his Lot that shall tend to decrease the beauty of the specific neighborhood and the Community as a whole.

2. Creation and Maintenance of Easements for Utilities/Drainage.

There is hereby created an easement fifteen (15) feet in width, for public utility purposes, on, over, and beneath the road front lines of each lot in the Community, and seven and one half (7-1/2) feet in width along such other side and rear lot lines as needed. Further easements as specifically noted on the plat and as provided herein are reserved unto Murphy's Mill Associates, L.L.C. and its successor and/or assigns for the installation, repair, replacement, maintenances and operation of utilities (including without limitation, telephone, electrical, sewer, gas, water, cable and conduits and related equipment) drainage facilities, roads and other matters, together with the rights to grant future easements and rights of way thereon and therefor. Provided however such easements shall not be used in any way which would harm or affect adversely any septic or drain fields which may be located or planned to be located adjacent to the property lines. No structure of any nature shall be built upon property subject to such easement, and such property shall at all times be open to any public service corporation which may require the use of such easement. These easements and rights expressly include the right to cut any trees, bushes, or shrubbery, make any grading of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health safety and appearance.

D. ROAD MAINTENANCE

1. Murphy's Mill Lane as shown on the Plat is hereby dedicated for the private use of the Lot

owners in Murphys Mill Point. This shall include Lots 1 through 18 inclusive, and any other lots previously subdivided also entitled to legal use of the same. 4.

2. The Lot owners, and their respective successors, heirs and assigns, referred to herein as "Lot owners", shall be responsible for and agree to pay upon demand, a 1/18th share of the costs of maintenance and repair of the Roads and Easements as described herein and as shown on the Plat, as necessary and required from time to time to allow for continued use and enjoyment of the Lot owners. An annual assessment is initially established at \$200.00 per Lot per year.

3. The Lot owners shall hold an annual meeting in September of each year. At the annual meeting the Owners shall, by majority vote, one vote per lot, name two (2) Owners (hereinafter referred to as "Administrators") to carry out the provisions of this agreement. The named Administrators shall open a checking account in the name of "Murphys Mill Road Maintenance Fund" (herein after referred to as "The Fund"). Both Administrators signatures shall be required on all checks drawn on the account of The Fund. The Annual assessment shall be paid to this Fund no later than October 31st of each year. A \$25.00 late fee shall be charged for dues received by the Administrators after October 31st. Dues in arrears, together with late fees, and collection costs shall constitute a charge and lien against Owner's property. Owners who are in arrears shall have no voting rights as outlined herein.

4. The Owners may hold meetings other than the annual meeting. All Owners must be notified in writing at least thirty (30) days in advance of any meeting as to the exact date, time and location of the meeting.

5. The annual assessment may be increased or decreased by the affirmative vote of three fourths (3/4) of the votes cast by Lot Owners, one vote per lot, at a meeting called for such purpose or by written proxy returned to the Administrators prior to said meeting.

6. The Funds primary purpose shall be financing road and storm water maintenance due to erosion, ordinary wear, the growth of vegetation within the boundaries of the Road right of way, specifically including the fifteen (15) foot utility easement adjacent to the Road right of way, and snow removal. The Fund may also be used to cover the cost of the checking account and notifying owners of meetings and other related mailings.

7. Each Lot Owner shall be responsible, at such Owner's sole costs and expense, and at no cost to the Fund, to repair damage done to the Road or easements (within thirty (30) days of such damage) by such Lot Owner or such Lot Owner's guests, representatives, agents, employees and/or other persons or entities using the Road.

E. MODIFICATION OF PROTECTIVE RESTRICTIONS

1. The developer reserves the right to amend the Protective Restrictions with the concurrence of the Lot Owners (Declarant is also considered owner) of two-thirds (2/3) of the lots within the Community.

F. ENFORCEMENT OF PROTECTIVE RESTRICTIONS

1. In the event of a violation or breach of any of the Protective Restrictions set forth in this Declaration, any Owner, and the Owner's of lots in the Community, or any of them singularly, or jointly, or severally shall have the right to proceed at law or in equity to compel compliance with the terms and conditions hereof and to prevent the violation or breach of such Protective Restrictions. The failure of any party to enforce any Protective Restriction contained in this Declaration, however long such failure continues, shall not be deemed a waiver of the right to do so hereafter as to the same breach or as to a breach occurring prior to or subsequent thereto, and shall not bar or affect its enforcement. The invalidation by any court of any Protective Restriction contained in this Declaration shall in no way affect any of the other Protective Restrictions, which shall remain in full force and effect.

2. In the event any Owner of Lots, 1 to 18 inclusive, fails to discharge the Owner's responsibilities as intended herein, Murphys Mill Associates L.L.C. and its successors and assigns shall have the right, after fourteen (14) days notice is given by certified mail to the Lot Owner affected, to enter upon said Lot to perform necessary maintenance, repairs and restoration or to remove any offending material or object. Such action shall not be deemed as a trespass and the reasonable cost of same, to include without limitation, reasonable attorney's fees and collection costs, when performed by Murphys Mill Associates, or its successors or assigns, shall be a lien against such Lot and an obligation of such Lot Owner(s).

3. All liens, costs, expenses of enforcement and/or collection, including reasonable attorney's fees and collection costs, or assessments due by or from any Lot Owner by reason of the provisions and covenants contained herein, shall, until payment, constitute a first priority lien against the Lot and property of such Owner. Any costs and expenses and assessments unpaid shall accrue interest at the rate of 12% per annum. Murphys Mill Associates or its designee(s), or Assignee(s), and/or its successor(s) may without the joinder or consent of any other person and/or entity, record in the Clerk's Office of the Circuit Court of Westmoreland County, Virginia and in such other jurisdictions as they may deem appropriate, a memorandum of lien or other such indicia of obligations of the Lot Owner, to Murphys Mill Associates and/or the other Owners to whom such obligation is owed.

Witness the following signatures and seals:

MURPHY'S MILL ASSOCIATES, L.L.C.

By W. F. Sherman (SEAL)
W. F. Sherman, Manager

VIRGINIA: In the Clerk's Office of the Circuit Court of
 Westmoreland County April 1 2004
 The foregoing instrument, (with plat attached) was
 this day presented; and with certificate(s) annexed,
 admitted to record at 1:43 after payment of \$
 State Tax \$ Local Tax and \$ tax imposed by
 Sec. 58.54.1
 Teste: Guyone J. Chatham, Clerk

Prepared by Kimball F. M. Harvey, P.C.
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Exempt From Recordation Tax: Virginia Code § 58.1-809

**MURPHY'S MILL POINT
AMENDMENT TO DECLARATION OF RESTRICTIONS AND COVENANTS**

This Amendment is made this 16th day of September, 2005, by MURPHY'S MILL ASSOCIATES, L.L.C., a Virginia limited liability company, hereinafter referred to as the "Declarant".

WHEREAS, the original Declaration of Restrictions and Covenants (hereinafter referred to as the "Declaration") for Murphy's Mill Point has been placed to record in the Office of the Clerk of the Circuit Court of Westmoreland County, Virginia, in Deed Book 635 at page 891; and

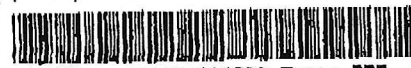
WHEREAS, there is a need to amend the aforementioned Declaration to correct the number of lots subject to the Declaration; and

WHEREAS, the Declarant is the owner of more than two thirds of the real property described on the plat of survey by Bay Design Group dated December 9, 2003 attached to the abovementioned Declaration (hereinafter referred to as the "Plat"); and

NOW THEREFORE, for and in consideration of the covenants contained herein, this amendment *WITNESSETH*:

The following items are hereby modified in the Declaration, which shall remain in full force and effect in all other respects, except as changed herein:

1. The designation "Lot" shall mean any one of the lots which are designated on the Plat as Lots 1 to 19, inclusive.
2. With regard to Section D. Road Maintenance, it shall be amended to include Lot 19 as well as the previously stated Lots 1 through 18, inclusive. To that end, Paragraph 2 shall be amended to read as follows: "The Lot owners, and their respective successors, heirs and assigns, referred to herein as 'Lot owners', shall be responsible for and agree to pay upon demand, a 1/19th share of the costs of maintenance and repair of the Roads and Easements as described herein and as shown on the Plat, as necessary and required from time to time to allow for continued use and enjoyment of the Lot owners. An annual assessment is initially established at \$200.00 per Lot per year."



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3. With regard to Section F. Enforcement of Protective Restrictions, it shall be amended to include Lot 19 as well as Lots 1 through 18, inclusive.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be duly executed this 22nd day of September, 2005.

MURPHY'S MILL ASSOCIATES, L. L. C.

By: W. Frank Sherman (SEAL)
W. FRANK SHERMAN, Manager

By: Barbara Sherman (SEAL)
BARBARA SHERMAN, Manager

COMMONWEALTH OF VIRGINIA

COUNTY OF WESTMORELAND, to-wit:

The foregoing document was acknowledged before me by W. Frank Sherman, Manager and Barbara Sherman, Manager, of Murphy's Mill Associates, L.L.C., a Virginia limited liability company, on behalf of the company, this 22nd day of September, 2005.

My Commission expires: 4/30/08

Notary Public

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Clerk of the Circuit Court of Westmoreland County Sept. 22, 2005
The foregoing instrument, (with plat attached) was this day presented; and with certificate(s) annexed, admitted to record at 11:15, after payment of \$ —
State Tax \$ — Local Tax and \$ — tax imposed by Sec. 58.54.1
Teste: Sumner J. Chatham, Clerk

**MURPHY'S MILL POINT
AMENDMENT TO DECLARATIONS OF RESTRICTIONS AND COVENANTS**

This Amendment is made this 22nd day of April, 2006, by MURPHY'S MILL ASSOCIATES, L.L.C., a Virginia limited liability company, hereinafter referred to as the "Declarant", and RONALD J. KAMP AND ESTELLE L. KAMP, RICHARD EDMUND HENSHAW AND RUTH YVONNE POOLE, ROBERT C. HALL AND MICHELE M. HALL, each owning property in Murphy's Mill Point Subdivision, hereinafter referred to as the "Owners".

WHEREAS, the original Declaration of Restrictions and Covenants (hereinafter referred to as the "Declaration") for Murphy's Mill Point has been placed to record in the Office of the Clerk of the Circuit Court of Westmoreland County, Virginia, in Deed Book 635 at page 891; and

WHEREAS, the Declarant and Owners desire to amend the aforementioned Declaration; and

WHEREAS, the undersigned represent ownership of more than two thirds of the real property described on the plat of survey by Bay Design Group dated December 9, 2003 attached to the abovementioned Declaration (hereinafter referred to as the "Plat"); and

NOW THEREFORE, for and in consideration of the covenants contained herein, this amendment *WITNESSETH*:

The Following item is hereby modified in the Declaration, which shall remain in full force and effect in all other respects, except as changed herein:

1. With regard to Section A. Structures and Other Improvements, it shall be amended to increase the minimum allowable square footage from 1500 to 1800 square feet. To that end, The first sentence of Paragraph 1 shall be amended to read as follows:

"The primary structure to be erected on a Lot shall be a single private residence. Such residence shall contain no less than 1,800 square feet of living area. The first floor of any two story residence shall contain a living area equal to or greater than the living area of the second floor of that residence. Living area shall not include porches, patios, verandas, garages, carports or basements. The roof pitch of any residence will be no less than 6/12. A detached garage, storage building and such other outbuildings as are normally associated thereto, for the sole use of the owner or occupant shall also be allowed. All structures on a lot shall be constructed to generally conform in appearance to other structures on that lot. No trailers, single or double-wide mobile homes are permitted. No unfinished exterior cinder block construction is permitted. House colors shall be normal subdued tones not bright or flashy in nature".

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IN WITNESS WHEREOF, the Declarant has caused this amendment to be duly executed

this 26th day of September, 2006.

MURPHY'S MILL ASSOCIATES, L.L.C.

By: W. Frank Sherman, mgr (SEAL)
W. Frank Sherman, Manager

By: Barbara Sherman, mgr (SEAL)
Barbara Sherman, Manager

STATE OF VIRGINIA Westmoreland
COUNTY OF ~~RICHMOND~~, to-wit:

The foregoing document was acknowledged before me by W. Frank Sherman, Manager and Barbara Sherman, Manager of Murphy's Mill Associates, L.L.C., a Virginia limited liability company, on behalf of the company, this 26th day of September, 2006.

My Commission Expires: 09-30-09

Terica J. Karter
Notary Public

IN WITNESS WHEREOF, the Declarant has caused this amendment to be duly executed

this 26 day of April, 2006.

By: Ronald J. Kamp (SEAL)
Ronald J. Kamp

By: Estelle L. Kamp (SEAL)
Estelle L. Kamp

STATE OF VIRGINIA State of Maryland
COUNTY OF Prince Georges

The foregoing document was acknowledged before me by Ronald J. Kamp and Estelle

L. Kamp this 26th day of April, 2006.

My Commission Expires: 3-1-08

Marie Turner
Notary Public

**MARIE TURNER
NOTARY PUBLIC
PRINCE GEORGES CO. MARYLAND**

IN WITNESS WHEREOF, the Declarant has caused this amendment to be duly executed

this 13th day of July, 2006.

By: *Richard Edmund Henshaw* (SEAL)
Richard Edmund Henshaw

By: *Ruth Yvonne Poole* (SEAL)
Ruth Yvonne Poole

STATE OF VIRGINIA

COUNTY OF Fairfax

The foregoing document was acknowledged before me by Richard Edmund Henshaw and Ruth Yvonne Poole this 13th day of July, 2006.

My Commission Expires: March 31, 2007

Wm. J. Owens
Notary Public

IN WITNESS WHEREOF, the Declarant has caused this amendment to be duly executed

this 26th day of August, 2006.

By: Robert C. Hall (SEAL)
Robert C. Hall

By: Michele M. Hall (SEAL)
Michele M. Hall

STATE OF MARYLAND

COUNTY OF Anne Arundel

The foregoing document was acknowledged before me by Robert C. Hall and Michele M. Hall

this 26 day of August, 2006.

My Commission Expires: 9/23/2008

Michelle E. Pena
Notary Public

INSTRUMENT #060004743
RECORDED IN THE CLERK'S OFFICE OF
COUNTY OF WESTMORELAND ON
OCTOBER 12, 2006 AT 03:25PM
SWYNNE J. CHATHAM, CLERK

RECORDED BY: BWF