

PLECKER P. 477
D.B. 146 P. 477

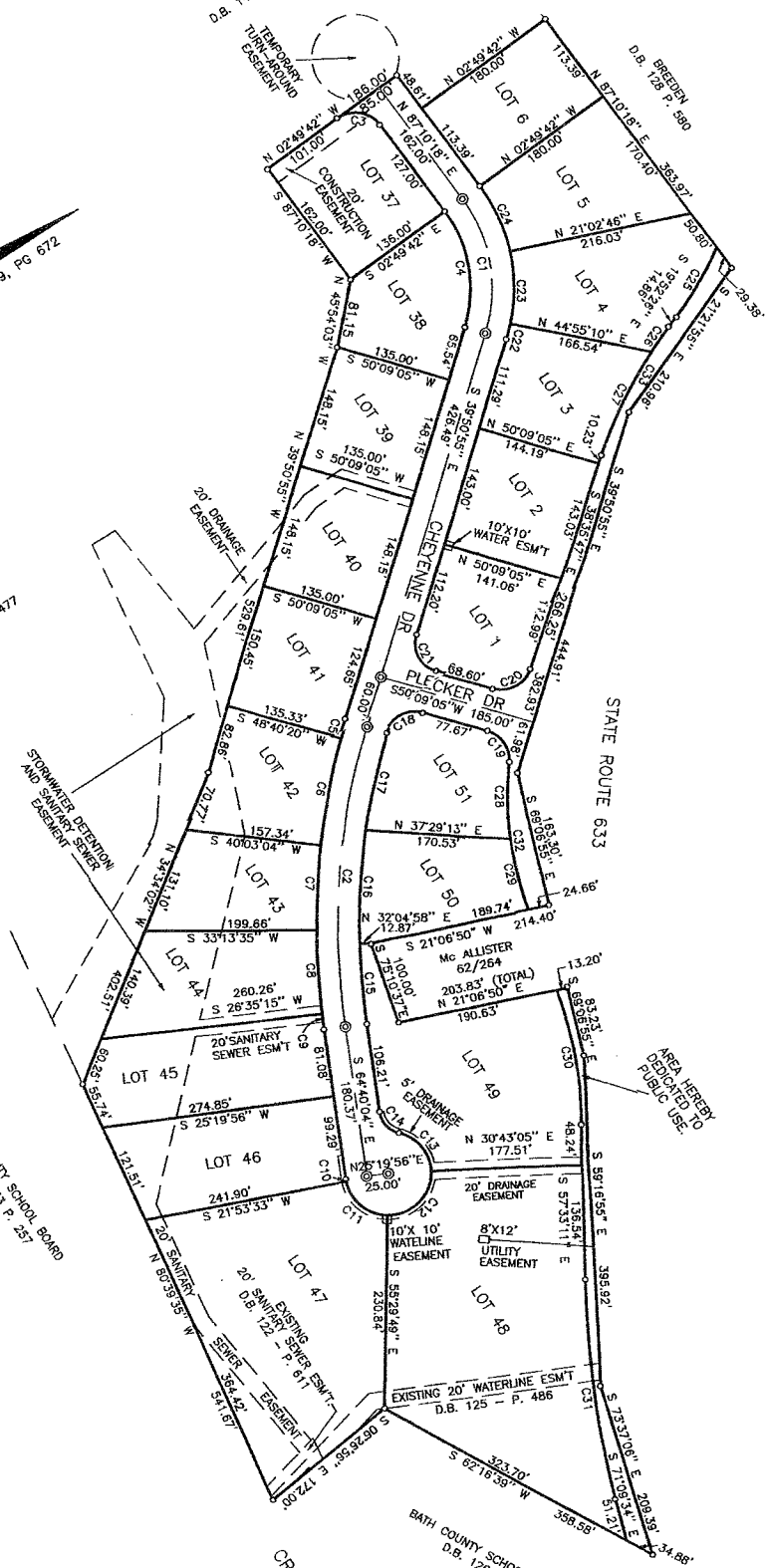
BREIDEN
D.B. 118 P. 580

PLECKER
D.B. 146 P. 477

BATH COUNTY SCHOOL BOARD
D.B. 63 P. 257

BATH COUNTY SCHOOL BOARD
D.B. 126 P. 564

PLAT OF
CROOKED SPUR SUBDIVISION,
MILLBORD DISTRICT
BATH CO.
SCALE 1" = 100'
R. E. FINK - LAND SURVEYOR
15 TERRY ST., STAUNTON, VA.
JUNE 25
SHEET 1



AREA HEREBY
DEDICATED TO
PUBLIC USE.

TEMPORARY
TURNING
EASEMENT

20' DRAINAGE
EASEMENT

STORMWATER DETENTION
AND SANITARY SEWER
EASEMENT

20' SANITARY
SEWER ESM'T

20' DRAINAGE
EASEMENT

10'X 10'
WATERLINE
EASEMENT

8'X12'
UTILITY
EASEMENT

EXISTING 20' WATERLINE ESM'T
D.B. 125 - P. 486

CONSTRUCTION
EASEMENT

10'X10'
WATER
ESMT

PLECKER DR

STATE ROUTE 633

Mc ALLISTER
62/264
203.83' (TOTAL)
N 21°06'50" E
190.63'

EXISTING SEWER ESM'T
D.B. 122 - P. 61

EXISTING SEWER ESM'T
D.B. 122 - P. 61

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D.B. 122 - P. 61

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Attorney at Law
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Warm Springs, VA 24484
(540) 839-3511

STATEMENT OF CROOKED SPUR SUBDIVISION
COVENANTS, RESTRICTIONS, AND RESERVATIONS

THIS DECLARATION OF THE STATEMENT OF CROOKED SPUR
SUBDIVISION made this _____ day of September 2002, by TIMOTHY W.
PLECKER, herein referred to as the "Developer," whose address is Rt. 1 Box 92-
A, Millboro, VA 24460.

SOURCE OF TITLE

Timothy W. Plecker is the fee simple owner of a certain tract of land containing 35.76 acres, more or less, lying and being situate in the Millboro Magisterial District of Bath County, Virginia, being in all respects the land conveyed to the Developer by Deed from William Harold Deitz, et.ux., dated March 13, 1995, and recorded in the Office of the Clerk of the Circuit Court of Bath County, Virginia, in Deed Book 146, at page 477. The above described tract of land has been divided into 51 numbered lots, which subdivision is to be known as the "Crooked Spur Subdivision."

PLAT OF SUBDIVISION

There is attached hereto and made a part of this Statement of Subdivision a plat of survey made by Robert E. Funk & Associates, C.L.S., dated June 25, 1998, and entitled "Crooked Spur Subdivision, Unit 1 (Sheets 1 & 2)." The aforesaid plat is attached hereto and recorded herewith for the purpose of

identifying the various numbered lots, their respective locations, easements, and common and reserved areas in Crooked Spur Subdivision. Developer shall subsequently be authorized to record those certain plats of survey made by Robert E. Funk & Associates, C.L.S., dated January 14, 1999, entitled "Crooked Spur Subdivision, Unit 2," and dated January 18, 1999, and entitled "Crooked Spur Subdivision, Unit 3." Upon recordation, respectively, said plats shall be incorporated herein by reference for purposes of identifying the various numbered lots, their respective locations, easements, and common and reserved areas in the Crooked Spur Subdivision.

ROADS

The ownership and easement for all purposes over all roads shown by the aforesaid plat in the Crooked Spur Subdivision shall be in the Developer; nothing contained in this Statement of Subdivision, nor in the recordation of the aforesaid plat shall be construed as the dedication of such roads for public use, nor shall it be construed as an easement of right-of-way for public use.

However, the Developer hereby grants a perpetual nonexclusive easement of right-of-way over such roads for ingress and egress and for all utilities to each of the owners of the numbered lots shown on the aforesaid plat in the Crooked Spur Subdivision.

Developer shall construct said roads pursuant to Virginia Department of Transportation standards for purposes of subsequent transfer to and acceptance by said Virginia Department of Transportation.

OWNER'S ASSOCIATION

The Crooked Spur Owners' Association, herein referred to as the "Association," shall be the Property Owners' Association established pursuant to §55-508, et.seq., of the Code of Virginia, 1950, as amended. Developer may establish said Association but shall not be obligated to do so. The owner of each lot shall automatically become a member of the Association upon the recordation of the deed conveying to him or her an interest in any of the numbered lots. By the recordation and acceptance of such conveyance the owner agrees to be bound by the Articles of Incorporation and the Bylaws of the Association, including the payment of such charge or levy as may be properly made by the Association.

"Owner" shall mean and refer to the record holder of the fee simple title to any Lot, whether referring to one person or entity or collectively to more than one person or entity who have joint ownership of a lot, including contract Sellers; the term "Owner" shall exclude those having an interest merely as security for the performance of an obligation.

CONVENANTS, RESTRICTIONS AND RESERVATIONS

1. Residential Use. The property designated by the numbered lots on the aforesaid plat shall be used for residential purposes only, and only single family residences may be built on each lot.

No tents, campers, mobile homes, single or double-wide homes, homes built on a permanent chassis or not built for use with a permanent foundation, or vehicles designed for mobile living may be used as either temporary or permanent living spaces upon any of the numbered lots.

Home occupations shall not be precluded. "Home Occupation" shall be defined as an accessory use carried on by the occupant of a dwelling in connection with which there is no display or sign, no one is employed other than immediate members of the family residing on the premises, and activities are conducted within the dwelling. Home Occupations must further comply with Bath County rules and regulations for same.

2. Quality of Structure. Every residence constructed on any of the numbered lots shall contain the following minimum square feet of fully enclosed floor space devoted to living purposes (exclusive of porches, decks, terrace, garages or outbuildings):

- a. For all numbered lots the minimum square footage shall be 1200 square feet.
- b. Only one (1) such residence shall be permitted per numbered lot. Any purchaser of multiple lots may combine any to adjoining lots for purposes of construction of one (1) residence thereon.

All residential construction shall be of stone, brick, masonry, vinyl or exterior wood siding. Exterior colors shall be limited to white, grey, brown, or earthtone colors.

Unattached (to residential structure) garages, outbuildings, and auxiliary structures (a) shall be of the same construction and exterior colors as set forth hereinbefore, (b) shall not exceed one (1) story, and (c) shall not exceed 720 square feet per lot.

All building exteriors must be completed within twelve (12) months of the

date on which the construction commences.

3. **Building Set-Back Lines.** No building or any part thereof shall be erected or placed closer than 35 feet to the margin of any road or street upon which the lot fronts, or closer than 15 feet to the rear line of the lot. The minimum side yard requirement for any building or part thereof created on any lot shall be 15 feet from the side line. All lots shall be considered to front upon the street, and on corner lots, the lots shall be considered to front upon the street upon which it has the least frontage. No building or part thereof shall be erected closer than 35 feet from the margin of the side street.

4. **Further Subdivision.** No numbered lot shown on the aforesaid plat shall be further subdivided or used for access to any property lying outside the boundaries of the property known as the Crooked Spur Subdivision.

5. **Easements Reserved by the Developer.** The Developer hereby reserves unto himself, his successors and assigns, a permanent easement fifteen (15) feet in width on the front and side lines of each numbered lots, and fifteen (15) feet in width on the rear line of said lots for the purposes of constructing, repairing, and maintaining utility lines.

By virtue of this easement, it shall be expressly permissible for the Developer or the providing utility or service company with the consent of the Developer to install and maintain facilities and equipment on the lots to excavate for such purposes, and to affix and maintain wires, circuits, and conduits, provided such company restores as nearly as is practicable all disturbed areas to the condition in which they were found.

There is further reserved for the mutual benefit of all property owners in the Crooked Spur Subdivision an easement of fifteen (15) in width along the boundary line of each lot with each other lot for a buffer area between lots wherein lives trees shall not be cut, with it being the intent to provide each lot with a minimum degree of privacy from each and the other.

There is further reserved by the Developer certain easements of drainage as shown on the aforesaid plat. No owner of any numbered lot shall interfere with the natural drainage of surface water from their numbered lot to the detriment of any other property owner.

The easements aforesaid shall not be exclusive as to one and the other.

6. Nuisance. No nuisance shall be maintained on any of the numbered lots, nor shall any activity be conducted on any such lot which shall become an annoyance to the neighborhood. Each numbered lot shall be maintained in good repair and in an orderly fashion and, in the event of violation of this covenant, the Association may, at its option, in addition to whatever other remedies it may possess under the Laws of the State of Virginia, clean, maintain, or repair such lot and charge the owner of such lot for the maintenance and repair. No animals other than household pets, which are defined for these purposes to be domesticated cats and dogs, may be kept upon any of the numbered lots.

7. Water and Sanitation. No individual water wells shall be dug, nor outside toilets shall be erected or constructed on any of the numbered lots. Sewage disposal from all lots shall be by proper connection to the central public

sewage disposal system. All lot owners shall be required to connect to the central public sewage disposal system and to the public water system as soon as such system becomes available to the lot.

8. Utilities. The owner of each numbered lot hereby agrees by the acceptance and recordation of a deed of conveyance to pay all connection fees and charges in accordance with the rate schedule then in effect for the central sewage disposal and water services as such become available to such lot owner.

9. Signs. No billboards, signs, or advertisements shall be erected, maintained or displayed on any lot. However, "real estate for sale," "house for rent," and "construction by _____" signs no larger than 36 inches by 24 inches may be erected by the owners of the numbered lots. Developer may erect such signs as Developer shall deem necessary for purposes of sale and marketing of the numbered lots.

10. Off-Street Parking. All vehicles belonging to or used by the owners of the numbered lots, their guests, invitees, family members, or tenants, shall be parked on the lot or on other off-street areas as much as practicable. No inoperable vehicle shall be allowed to remain on any lot beyond reasonable period of time, not exceeding sixty (60) days.

11. Invalidation. The invalidation of any of the above provisions by judgment or other court order shall not affect the validity of any remaining provisions.

12. Applicability and Duration. The covenants, restrictions, and

reservations shall apply to subdivided numbered lots only and shall not apply to any other tracts, lots, or parcels of land shown on the aforesaid plat, unless otherwise specified.

The above covenants, restrictions, and reservations shall be covenants running with the land, shall be binding upon all owners of numbered lots in the Subdivision, their heirs, successors, and assigns, shall inure to the benefit of all property owners in the Subdivision, and shall be enforceable through due process of law by the Developer and/or each lot owner. This Declaration specifically envisions recourse by the Developer and/or lot owners to the Circuit Court of Bath County, Virginia, for enforcement purposes. Such covenants, restrictions, and reservations shall continue in perpetuity unless amended or abolished by a written agreement signed by three-fourths of the lot owners.

13. Underground Utilities. All utilities - water, sewer, telephone, electric, and/or communications - shall be underground utilities and so buried pursuant to the underground utility service guidelines of each utility entity, respectively.

14. Driveways and Means of Ingress and Egress. All ingress and egress to the lots of the Crooked Spur Subdivision shall be by means of the subdivision roadways shown upon the aforesaid plat. No driveways or roadways for direct or indirect access, or otherwise to State Route 633 shall be constructed or permitted.

15. Amendment. For a period of five (5) years subsequent to the date of sale by Developer of the last numbered lot, the Developer may make any amendment unilaterally to this Declaration.

In Witness Whereof, this _____ day of September 2002.