

**CORRECTED  
AND  
REVISED**

**DECLARATION  
OF  
PROTECTIVE COVENANTS  
OF  
BETZ LANDING**

**THIS DECLARATION OF PROTECTIVE COVENANTS OF BETZ LANDING** is made this 6th day of April, 1995 by **Virginia Land & Forest, Inc.**, hereinafter referred to as "Declarant," and any and all persons, firms or corporations hereinafter acquiring any of the within described property or any of the property hereinafter made subject to this Declaration.

**WITNESSETH:**

**WHEREAS**, Declarant owns certain property in Northumberland County, Virginia, known as **Betz Landing**, portions of which are more particularly described by one or more plats thereof recorded **Plat Book 7, Page 53** in the Office of the Register of Deeds for Northumberland County, to which recorded plat(s) reference is hereby made for more complete description(s): Lot 1 - 108 and Lots 110 - 136, Betz Landing, Northumberland County, Virginia.

**WHEREAS**, Declarant has caused a previous Declaration to be recorded in Deed Book 382 at Page 570 and the corrections and revisions herein shall replace that certain Declaration recorded in Deed Book 382 at Page 570.

**WHEREAS**, Declarant has agreed to establish a general plan of development as herein set out to restrict the use and occupancy of the property made subject to this Declaration for the benefit and preservation of the property values in Betz Landing, and for the mutual protection, welfare and benefit of the present and the future owners thereof:

**NOW, THEREFORE**, in accordance with the recitals which by this reference are made a substantive part hereof, Declarant declares that all of the property described on the said recorded plat(s) shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of Betz Landing subdivision as it now exists and is hereafter expanded and

that such easements, restrictions, covenants, and conditions shall burden and run with said real property and be binding on all parties now or hereafter owning said real property and their respective heirs, successors, and assigns, having any right, title, or interest in the properties now or hereafter subjected to this Declaration or any part thereof, and shall inure to the benefit of each owner thereof and burden each owner's real property that is subjected to this Declaration.

## ARTICLE I

### DEFINITIONS

**Section 1** "Committee" shall mean the Architectural Control Committee, established by the Declarant for the purpose of administering architectural control as provided in Article III of this Declaration.

**Section 2** "Declarant" shall mean Virginia Land & Forest, Inc. and its successors and assigns if such successors and assigns acquire one or more undeveloped lots from the Declarant for the purpose of development and if the rights and obligations of the Declarant hereunder are expressly assigned to and assumed by such successors and assigns.

**Section 3** "Dwelling" shall mean and refer to a single family home located upon a lot.

**Section 4** "Lot" shall mean and refer to any improved or unimproved building lot shown upon any recorded subdivision plat of the Property.

**Section 5** "Owner" shall mean and refer to any record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of any of the property made subject to this Declaration, but excluding those having such interest merely as security for the performance of an obligation, provided, however, the Declarant shall not be deemed an Owner.

**Section 6** "Property" shall mean and refer to that certain property shown on plat(s) recorded in **Plat Book 7, Page 53** in the Office of the Register of Deeds for Northumberland County: Lots 1- 108 and Lots 110 - 136, Betz Landing, Northumberland County, Virginia.

**Section 7** "Association" shall mean and refer to Betz Landing Association, Inc., a non-profit Virginia Corporation, its successors and assigns.

## ARTICLE II

### GENERAL USE AND RESTRICTIONS

Declarant does hereby covenant and agree with all persons, firms or corporations hereafter acquiring title to any portion of the Property, that the Property is hereby subject to restrictive covenants as to the use hereof.

#### Section 1      Residential Use Only

The Lots shall be used for residential purposes only, and no commercial use shall be permitted. This restriction shall not be construed to prevent rental of any Dwelling for private residential purposes.

#### Section 2      Size Requirements

No structure, except as defined below, shall be erected, placed, altered, or permitted to remain on any lot other than one detached, single-family Dwelling, not to exceed two and one-half stories in height, and one one-story accessory building not to exceed two-hundred (200) square feet. Additional accessory building(s) of 200 feet or more, may be approved on a lot-by-lot basis by the Architectural Control Committee (see Article III).

The Architectural Control Committee may also permit, on a lot-by-lot basis, the construction of one attached or detached guest quarters, not to exceed 1,000 square feet. In the event a guest quarters is constructed on any lot, it shall not be rented except as a part of the entire premises including the main dwelling.

Any dwellings located on Lots 41 through 44, inclusive, and Lots 47 through 105 inclusive, shall have a minimum enclosed living area of no less than 1500 square feet exclusive of open porches, basements, decks, garages, carports, and other appurtenances and improvements thereto.

Any dwelling located on Lots 1 through 40, inclusive, Lots 106 through 136 inclusive, and Lots 45 and 46, shall have a minimum enclosed living area of no less than 1250 square feet exclusive of open porches, basements, decks, garages, carports, and other appurtenances and improvements thereto.

#### Section 3      Garage

All Dwellings may have an attached or detached garage or an attached carport, which shall be of the same style and exterior finish as the Dwelling. The garage may be built twelve (12) months prior to construction of dwelling for the purpose of storing building materials and tools.

**Section 4      Building Setbacks**

All structures shall be fifty (50) feet or more from the street right of way line. The minimum side yard for structures shall be fifteen (15) feet. The structure shall be set back twenty-five (25) feet from the back line, except for waterfront lots which must observe the requirements of The Chesapeake Bay Act. The Architectural Control Committee may, at its discretion, issue variances for these setbacks on a lot-by-lot basis, but in no case shall they permit a variance which does not comply with Northumberland County or any other applicable standard or requirement.

**Section 5      No Temporary Structures, Camping**

No structure of a temporary character shall be placed upon any lot at any time, provided however, that this prohibition shall not apply to shelters used by the contractor during the construction of the main dwelling house, provided, however, that temporary camping, not to exceed fourteen (14) consecutive days, shall be permitted during the construction of the exterior of the main dwelling house, if permissible under local zoning and land use regulations. Only equipment commercially manufactured for camping purposes, such as travel trailers, campers and recreational vehicles that are self-contained, may be used for camping shelters.

**Section 6      No Further Subdivision**

No Lot shall be further subdivided.

**Section 7      No Noxious Activity**

No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may become an annoyance or nuisance in the neighborhood.

**Section 8      Animals**

No animals or poultry of any kind may be kept or maintained on any of said Lots, except ordinary household pets, regularly housed within the Dwelling except that Lots 2 through 14 shall be permitted to keep pleasure horses. No more than one (1) horse per one-half (1/2)-fenced acre may be kept on any lot and proper fencing and shelter must be installed before any animals are permitted to remain on these lots.

**Section 9      Lot Appearance**

Each Lot and all improvements thereon shall be maintained in a neat and attractive manner. No unregistered motor vehicles, junk or debris shall be stored on any Lot. Trash, garbage, or other waste shall not be kept, except in sanitary containers screened from view from all roads.

**Section 10      Common Storage**

Recreational vehicles, boats and utility trailers, when not in use on the Lot, are to be stored in the Common Storage Area. If space permits, boats may be stored in the back yard of Lots providing they are out of view from all roads.

**Section 11      No Satellite Dishes**

No satellite dishes or communicators shall be permitted unless concealed from view of all Lots, roads, and open spaces. The design of such enclosures must be approved by the Architectural Control Committee prior to erection.

**Section 12      Prohibited Structures**

No mobile home, trailer, bus, all metal home, or any derivative of the foregoing shall be kept, maintained, or located on any Lot. Structures built entirely or substantially of exposed concrete block are prohibited.

**Section 13      Signs**

No signs of any description shall be displayed upon any Lot, except by Declarant, and further, except for a single sign per Lot, showing Lot number and Lot Owner. Lot signs identifying Owner and Lot number shall not to exceed 400 square inches.

**Section 14      Home Owners Association**

The Declarant shall be responsible for the creation of a non-profit corporation called the Betz Landing Homeowners Association, Inc. The Declarant shall be responsible for maintenance of all amenities and roads until they are turned over to the Homeowners Association. The Declarant shall not be obligated to turn over the amenities to the Homeowners Association until the happening of the earliest of the following events; sale of ninety percent (90%) of the lots in the development or three (3) years from the recording of the Declaration of Protective Covenants. The Declarant reserves the right, which it may exercise in its sole discretion, to convey the road system in Betz Landing to the Commonwealth of Virginia, Department of Transportation or to the Homeowners Association at any time prior to the time limits set forth above. The recording of a deed conveying amenities and/or the roads shall be conclusive evidence of the acceptance of ownership by the grantee.

Each lot owner shall become a member of the Betz Landing Homeowners Association. Said Association shall be responsible for common area maintenance, and operational control of subdivision amenities and roads. Each Lot owner shall be required to pay annual dues of \$150 for these costs. In addition, any individual(s) that own more than one Lot, shall be required to pay the full association fee of \$150 per year, for each Lot owned. Each Lot owner, including Declarant, shall have one (1) vote per Lot owned. In addition, the Declarant shall be exempt from payment of any and all association dues and/or assessments for any lots which it owns or has offered for sale. Should any Lot owner not pay the required dues after reasonable written notice from the Declarant or Association, the Declarant or Association has the right to place a lien on said Lot to be filed in the records of Northumberland County in accordance with the law. Any Lot owner that is delinquent in payment of dues cannot vote on any issues before the Homeowner's Association.

#### **Section 15    Special Assessments**

The Association may levy yearly special assessments in any calendar year for the purpose of supplementing the annual assessment if the same are inadequate to pay the reasonable maintenance expenses and operating costs of the Association or any special project approved by the members of the Association. Provided that any such special assessments shall have the assent of a two-third (2/3) majority (written proxy voting of Association members will be allowed) of the voting member of the Association at a duly called meeting.

#### **Section 16    Liens for Unpaid Assessments**

In the event that the Owner of any Lot fails and refuses, after demand by the Association, to pay any annual or special assessment, then the Association shall have a lien against said Lot and may enforce collection of said assessment, together with reasonable attorneys fees, by any and all remedies afforded by law or in equity, including, without limitation, the filing of a notice of lien and perfecting the same as by law provided, to the end that such unpaid assessment together with the costs and expenses of collection, including without limitation, reasonable attorneys fees, shall be a charge and lien against the said Lot.

To secure the payment of the annual and special assessments as are levied by the Association, together with the costs of collection, including attorneys fees, all such charges shall be a continuing lien upon the Lot against which the assessments are made. Such charges shall also be the personal obligation of the person(s) who were the owner or owners of such Lot at the time the assessment came due. The personal obligation shall remain a lien upon the Lot upon transfer of title but shall not become the personal obligation of the purchasers thereof unless expressly assumed by them.

Neither the assessments nor the costs of collection shall be a lien upon any Common Property nor shall the lien upon any Lot for such charges be senior to any first lien

mortgage of first lien deed of trust regardless of the fact the lien arose prior to the date and time of recording of any such first lien mortgage or deed of trust. Neither shall any first mortgagee nor the beneficiary of any such first lien deed of trust nor any federal or state agencies or instrumentality's (including, without limitation, the Veterans Administration and the Federal Housing Administration) that acquire title to any such Lot whether as a result of foreclosure of said Lot or the conveyance to the holder of such indenture in lieu of foreclosure or as the result of any such agency or instrumentality becoming the owner of such Lot as a result of having insured or guaranteed the loan secured by the mortgage or deed of trust that was subject to foreclosure or a deed in lieu thereof.

### **Section 17    Easements**

A fifteen (15) foot utility and drainage easement is reserved along all roads. Remote drain field easements are hereby reserved and appear on the following lots for the benefit of designated nearby lots: 27 for 28; 32 for 30 & 31; 40 for 45; 47 for 49; 58 for 52, 53 & 64; 68 for 70; 102 for 95; 101 for 97; 121 for 108, 110, 113 & 114; 129 for 126. Reserved drainfields only are reserved on the following lots: 66 for 61; 67 for 62 & 80; 83 for 82.

Additionally, utility easements which affect 20 feet of side and/or rear lot lines appear on those lot lines to ensure installation of utilities to each residence on each lot. These easements appear on a separate recorded right of way easement. A drawing showing such easements is recorded with the right of way easement.

The surface maintenance of all remote drain field easement areas, if any, is to be the sole responsibility of the owner of the numbered lot within which such easements are located. The owner of the easement is to remain responsible for any and all maintenance. Remote drain field easement areas are those which may be so designated on the subdivision plats of survey.

### **Section 18    Ingress and Egress**

The Declarant shall construct all right of ways and roads used for ingress and egress according to state specifications as described on the above-mentioned plat. The private roads will be built and maintained by Virginia Land & Forest until they are adopted into the state road system, or for three (3) years after final Plat recordation. After this three (3) year period and in the event that the roads have not been adopted by the State road system, road maintenance will become the responsibility of the Association. Common area driveways will be maintained by the Association.

Each property owner shall be responsible for repair of any damage to roads in the Subdivision, resulting from the willful or negligent acts of himself or his agents, servants, lessees or employees. Each property owner agrees to perform any such repairs at his or her own expense within a reasonable time, but not in excess of thirty (30) days after

written notice of such damages have been sent to the property owner from Declarant or the Association.

Virginia Land & Forest shall permit the crossing of all subdivision roadways as may be necessary to install and maintain conveyance lines for an off-site septic field as shown on the recorded plat. This permit shall be perpetual, without interruption, for as long as Virginia Land & Forest Corporation is the owner of record of said roadway. In the event ownership of the roads is transferred to the Property Owners Association prior to the adoption of said roads by the Virginia Department of Highways, this permit shall convey with ownership to the Property Owners Association and cannot be withdrawn.

Any such crossings shall be installed in compliance with Virginia Department of Transportation specifications, and the bonding requirements shall be met in full by the Betz Landing Property Owners Association upon demand and as a condition of said roads being adopted into the Virginia State road system.

#### **Section 19    Fences**

Except for enclosing the perimeters of swimming pools, tennis courts and/or pet enclosures, no chain link fences will be permitted for use on any Lot. All perimeter fencing must be wood pickets, split rail, stone, brick or wrought iron or other similar approved materials. Perimeter fences shall not exceed five (5) feet in height. All buildings, additions, fences, and other structures must be approved, in writing, by the Architectural Control Committee prior to start of construction.

#### **Section 20    Hunting**

Betz Landing is a nature preserve and no hunting or trapping of animals shall be permitted. Furthermore, the discharge of firearms on any of the properties of Betz Landing shall not be permitted.

#### **Section 21    Lot Clearing**

In order to maintain the natural and scenic resources, to promote the conservation of soils, wetlands, woodlands, beaches, tidal marshes, wild life, game and migratory birds, to enhance open areas and open spaces, to afford and enhance recreational opportunities and preserve historical sites, the Declarant, its heirs and assigns preserves the sole right to restrict the clearing, grading, tree removal, or construction activity which may take place on any Lot. Before beginning any activity as mentioned in this Section, the Lot owner shall acquire written consent from the Architectural Control Committee.

#### **Section 22    Limitation**

Nothing herein contained shall be construed as imposing any covenants and restrictions on any property of the Declarant other than the Property that is subjected to these Covenants.



## ARTICLE III

### ARCHITECTURAL CONTROL COMMITTEE

In order to control, consistent with this Declaration, the design and location of improvements to be constructed, erected, placed, or installed (the "Improvements") upon the Lots in the subdivision, the Declarant hereby creates an Architectural Control Committee for the purpose of reviewing, approving, suggesting changes to, and rejecting plans and specifications for such Improvements.

**Section 1** The Committee shall be controlled by the Declarant until a certificate of occupancy is issued for the residences on all the Lots in Betz Landing subdivision (all phases), provided Declarant, by written notice to the Lot Owners, may elect to relinquish control of the Committee to the Lot Owners at an earlier date, and in either case the control of the committee shall then automatically dissolve and pass to the Lot Owners. During the period of control by the Declarant, the Committee shall be composed of such members, not to exceed three, as Declarant designates. The Committee shall be composed of three members upon the Lot Owners taking control who shall be elected by a majority vote of the members of the Lot Owners at a meeting of the Lot Owners called for this purpose.

**Section 2** (a) No building, fence, wall, outbuilding, driveway or any other structure may be commenced, erected, placed, maintained or altered on any Lot or combination of contiguous Lots, until; (1) the Complete Construction Plans (the "Plans") are approved, in writing, by the Committee or its designated agents; (2) County and/or state permits are issued to prove compliance with all state and local building codes, zoning requirements, health department requirements and all other applicable law and ordinances; (3) compliance with the minimum standards set out in the attached Betz Landing Architectural Guidelines, which are by reference made a part of these Protective Covenants.

(b) The Plans shall include the name of the building, complete construction plans, the plot plan, building-area calculations and material specifications, to indicate exterior color and finish.

**Section 3** The Committee or its designated agents shall have thirty (30) days after physical receipt of the Plans to accept or reject the same in whole or in part. If no response by the Committee has been made in writing within said 30 days, the Plans shall be deemed to be approved as submitted. After the Plans are approved and after the Committee gives written permission for construction to begin, the actual construction shall be commenced and completed in accordance with approved Plans, together with the requirements of the Declaration.

**Section 4** The actual construction shall be the responsibility of the Owner of the Lot and his builder. Any permission granted for construction under this covenant shall not constitute or be construed as an approval, warranty, or guaranty, express or implied, by the Declarant or the Committee or its designated agent of the structural stability, compliance with any applicable law, ordinance or regulation related to design and/or construction; or quality of any building or other improvement or of the contractor who constructs such buildings or other improvements.

**Section 5** All exterior construction of Dwellings must be completed within one year after beginning initial construction.

**Section 6** The Committee shall have the right to charge a reasonable fee for receiving and reviewing each application. The Committee reserves the right to increase such fee as may be needed to cover its actual costs of review and administration. In any case, the fee for reviewing the plans by the Committee shall not exceed \$100.

## ARTICLE IV

### CAPTIONS, ENFORCEMENT, AND INVALIDATION

**Section 1** Whenever the context and construction so require, all words used in the singular number herein shall be deemed to have been used in the plural, and vice versa, and the masculine gender shall include the female and neuter, and neuter shall include the masculine and feminine.

**Section 2** The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Declaration nor the intent of any provisions hereof.

**Section 3** 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. In the event it is necessary to enforce this Declaration by appropriate legal or equitable proceedings, the party or parties violating or attempting to violate the same, shall be liable for the cost of such proceedings including reasonable attorney's fee. The Declarant or any Lot owner may institute enforcement proceedings, but is not required to do so. Invalidation of any one of more of these covenants by judgment or court shall not adversely affect the balance of this Declaration, which shall remain in full force and effect.

**Section 4** No automobiles or other motor vehicles shall be parked in the right-of-ways or roads of the Subdivision, and no street parking is permitted by Lot Owners. Visitors, guests, delivery vehicles or other legitimately using said roads and streets are excepted and are permitted to temporarily park along said streets as may be prescribed by law.

**Section 5** In the event of any conflict between the provisions of this document and the Plat drawings and/or specifications, the constraints reflected in the Plat shall govern. Any conflict existing within the provisions of this instrument itself shall result in application of the most restrictive provision herein. Any structures and/or improvements located upon any Lot and pre-existing the recordation of this instrument are exempt from any restrictions in this instrument which would otherwise result in a violation thereof. However, alteration or replacement of any part of said structures and/or the addition of improvements, aside from routine maintenance, requires compliance with these provisions in their entirety.

**Section 6** Declarant reserves the right to amend, delete, or add to these covenants and restrictions as it deems necessary and to add additional parcels of land to the Betz Landing Subdivision and to be governed by these Protective Covenants and any amendments thereof.

Declarant reserves the right to add additional Lots subdivided from adjacent land to Betz Landing, and the owners thereof shall have the same use, enjoyment, and responsibility for maintenance of all roads, common areas, etc.

The execution of the Covenants adding additional properties to the Declaration and expanding the Subdivision may be made by the Declarant acting alone. All other amendments to this Declaration shall require an affirmative vote of at least two-thirds percent (2/3%) of the Lot Owners of Betz Landing as defined in Article I, Section 5 herein, unless otherwise provided by this document.

## ARTICLE V

### THIS DECLARATION RUNS WITH THE LAND

These covenants are to run with the land and shall benefit and be binding upon all parties and persons (and their respective heirs, representatives, successors, and assigns) claiming title to any part of the Property herein described for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive period of ten (10) years, unless an instrument signed by a fifty-one (51%) majority of the then owners of the Lots has been recorded agreeing to change the said Covenants in whole or in part.

**NOW, THEREFORE**, in accordance with the recitals which by this reference are made a substantive part hereof, Declarant declares that all of the property described on said recorded plats and all of the property described on said recorded Declaration by recorded supplements hereto referencing subsequently recorded plats, shall be held, sold, and conveyed subject to these easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of Betz Landing as it now exists and is hereafter expanded and that such easements, restrictions, covenants, and conditions

shall burden and run with said real property and be binding on all parties now or hereafter owning said real property and their respective heirs, successors, and assigns, having any right title or interest in the properties now or hereafter subject to this Declaration or any part thereof, and shall inure to the benefit of each owner thereof and burden each owner's real property that is subjected to this Declaration.

IN WITNESS WHEREOF, the undersigned has executed the within indenture, and impressed thereon its corporate seal, with authority duly given by its Board of Directors, the date first set for above.

Stephanie Marshall  
Witness

Jeffrey C. Lorenz  
Notary Public

Virginia Land & Forest, Inc.

Patrick F. Rondeau  
Patrick F. Rondeau, President

Daniel C. Koscher  
Daniel C. Koscher, Assistant Secretary



Notary Public, State of Florida  
JEFFREY C. LORENZ  
My Comm. Exp. Nov. 11, 1997  
Comm. No. CC 22906

VIRGINIA:

In the Clerk's Office of the Circuit Court of Northumberland County, August 8, 1995 the foregoing instrument was this day presented and with certificate annexed, admitted to record at 12:40 P. M. after payment of \$-0- State Tax, \$-0- Local Tax and \$-0- Tax imposed by Sec. 58-54.1. See Plat Book 7 Page 61.

TESTE: John Thomas, Jr., CLERK