

CORRECTED

DECLARATION OF RESTRICTIVE COVENANTS
FOR
COAN HARBOUR ESTATES

The undersigned Declarants, COAN REAL ESTATE INVESTMENT TRUST, being the owner of a certain tract or parcel of real estate, situate, lying and being in Lottsburg Magisterial District, Northumberland County, Virginia, having been acquired by the Declarant by two deeds, one deed for 168 acres of land having been recorded on November 30, 1987, in deed book 275 at page 516, the other deed having been recorded on December 28, 1987, in deed book 276 at page 517, of the land records of Northumberland County, Virginia, reference being made to said deeds for a more complete and accurate description of the said real estate, do hereby establish and proclaim the within Restrictive Covenants as affecting all of said real estate and any and all lots into which said real estate may be hereinafter subdivided, excepting such areas as may be designated as "common areas", and which shall be deemed to be Covenants running with the land and with each of said lots.

1. Each lot shall be used for residential purposes only and shall be limited to one single family dwelling and other such outbuildings as are normally associated therewith. Such outbuildings may be used only for such purposes as may be incidental to the said single family dwelling located on said lot.

2. Each dwelling shall contain a minimum of 1800 square feet of living area if it is a one-story structure, and a minimum of 2200 square feet of living area if it is a two-story structure. Living area shall not include basements, garages, carports, open porches nor decks.

3. Except for enclosing perimeters of swimming pool areas, no chain link fences shall be erected on any lot. Excepting in the case of swimming pool enclosures, if a fence is erected, it shall not be over four feet in height and shall be of "open" construction. All exterior construction must be completed and closed in within twelve months of the commencement of construction. There shall be no finished exterior of block, asbestos shingle nor cinder block on any building.

4. In construction of a driveway into any

parcel or lot, a twelve inch culvert, or larger, if necessary, and as may be required by the Virginia Highway Department, shall be used in constructing the driveway in order to prevent blockage of natural drainage.

5. No house trailers nor mobile homes of any type, whether single or what is commonly called "double-wide", may be placed on any lot, except as may be otherwise provided for herein. Construction trailers, however, are permitted during the actual construction of the principal dwelling. Modular homes are permitted if placed on permanent type foundation. All dwellings must have at least a 4/12 pitch roof.

6. If an owner of a lot or lots becomes an owner of an adjoining lot or lots, the resulting number of lots owned by such owner shall be considered as one "merged lot" and shall be subject to all of these restrictions, including paragraph No. 1, hereof.

7. No part of any lot or improvement thereon shall be used for any purpose nor in any manner which will be injurious or offensive to a residential neighborhood. No commercial signs of any kind shall be erected, except for one sign no larger than two feet by two feet in area, advertising the property for sale.

8. All trash and garbage shall be kept from public view. Unlicensed vehicles shall not be kept on the property. All sites shall be maintained in a neat and orderly appearance, including periodic cutting of grass. The Declarant, and/or the Property Owners Association, is hereby given the authority and permission to go upon any unimproved lot when the grass exceeds a height of one foot for the purpose only of mowing said grass. The lot owner shall be liable for the reasonable cost of mowing, billing and collection.

9. A fifteen (15) foot utility easement is reserved on both sides of all side lot lines, and a thirty (30) foot utility and fifteen (15) foot drainage easement is reserved along all roads. No "above ground" utility easements shall be permitted on any lot.

10. All structures shall be located seventy-five (75) feet or more from the street right-of-way line. The minimum side yard for each dwelling shall be ten (10) feet, and the total width of the two side yards shall be twenty (20) feet or more. The minimum side yard for accessory buildings shall be ten (10) feet.

11. In order to maintain and improve the roads and common areas, including any improved recreation areas which may be located on said real

estate, hereinabove referred to, the Declarant, its successors or assigns, may assess each property owner or owners of the lot or lots which have been sold by the declarant, the sum of \$100.00 per lot, per year. This sum may be increased from time to time as may be reasonably necessary.

Any assessment made pursuant to this paragraph shall constitute a lien on said lot until paid, enforceable by any property owner or a property owners' association which may be formed. Such lien, however, shall be subordinate to any valid first trust lien whether earlier or later in time.

The Declarants, their successors or assigns, assume responsibility for the collection of such assessments and for the maintenance of said roads and common area or areas, until December 31, 1988, or until one-half of the lots are sold, whichever event first occurs. At which time, the Coan Harbour Estates Property Owners' Association shall be formed by the Declarant. At that time, the rights and responsibilities granted by this paragraph will be delegated by the Declarant to said Property Owners' Association, which will assume full responsibility for collection of funds and maintenance of roads and common area or areas, if any, thereafter.

Declarant shall convey the fee simple title in and

to said roads, unless accepted into the State Highway System, and common area or areas, if any, which may include improved recreational areas, to said Association at the time of said delegation. An owner of any lot shall, by the fact of ownership, be deemed to be a member of the legally constituted

Property Owners Association as aforesaid, and by the acceptance of a deed of any of said lots, agrees to abide by the by-laws of such Association and to contribute to the funds required by it to carry out its purposes.

For the purposes of this paragraph, the Declarants shall be considered as owning only one lot regardless of the number of unsold lots owned by it.

12. The Declarant, its successors and/or assigns, the Property Owners' Association, or any owner of any of said lots, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, or Coan Real Estate Investment Trust, or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

13. Invalidation of any one of these covenants, by judgement or court order, shall in no way affect any of the other provisions which shall remain in full force and effect.

14. These covenants, except as may be provided below, shall run with the land, and shall be binding upon all lot owners and their successors in interest, invitees, heirs and assigns, and all parties claiming through them until the Coan Harbour Estates Property Owners Association is organized and is legally existing, at which time these covenants shall automatically extend for incremental periods of five (5) years each unless changed in whole or in part by a 70% vote of the then property owners of record of Coan Harbour Estates.

Given Under our hands and seals this 29th day of January, 1988.

Coan Real Estate Investment Trust (SEAL)
COAN REAL ESTATE INVESTMENT TRUST

By *William E. Sanford Jr*
WILLIAM E. SANFORD, JR., TRUSTEE

By *Clay Lewis*
CLAY LEWIS, TRUSTEE

By *Warren C. Lowery*
WARREN C. LOWERY, TRUSTEE

By *Ronald J. Shivor*
RONALD J. SHIVOR, TRUSTEE

STATE OF VIRGINIA
COUNTY OF NORTHUMBERLAND to-wit:

The foregoing instrument was acknowledged before me
this 17th day of February, 1988 by William E. Sanford, Jr.,
Clay Lewis, Warren C. Lowery and Ronald J. Shivok, Trustees
of Coan Real Estate Investment Trust.

My commission expires:



NOTARY PUBLIC

File No. 8704136

VIRGINIA:

In the Clerk's Office of the Circuit Court of Northumberland
County, February 17, 1988 the foregoing instrument was this day
presented and with certificate annexed, admitted to record at
4:30 P. M. after payment of \$-0- State Tax, \$-0- Local Tax and \$-0-
Tax imposed by Sec. 58-54.1.

Teste: , Clerk

#202501756
1 page

AMENDMENT TO THE CORRECTED DECLARATION OF RESTRICTIVE COVENANTS
FOR
COAN HARBOUR ESTATES

The corrected declaration of restrictive covenants, as originally approved, ratified and recorded on January 29, 1988, are hereby amended as follows:

Article 16. Animals. General. No animals, livestock or roosters shall be raised, bred or maintained on any lot, with the exception of dogs, cats, chickens or other small, domesticated animals normally considered acceptable.

The foregoing article for the Coan Harbour Property Owners Association of Virginia was adopted at an annual membership meeting held on June 8, 2024. Further, the necessary consents of the property owners were obtained during the period prior to this adoption.

Mark Kent
Mark Kent
President

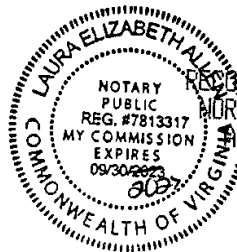
Christopher J. Cherry
Christopher Cherry
Treasurer
R7
8-1-25

State of Virginia
County of Northumberland:

The foregoing was acknowledged before me by Mark Kent & Christopher Cherry this 31 day of Jul, 2025.

My commission expires: 09/30/2027

Laura Elizabeth Allen
Notary Public



INSTRUMENT 202501756
RECORDED IN THE CLERK'S OFFICE OF
NORTHUMBERLAND CIRCUIT COURT ON
AUGUST 1, 2025 AT 11:36 AM
DEBORAH T. BINGHAM, CLERK
RECORDED BY: SMH

#202501755
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The corrected declaration of restrictive covenants, as originally approved, ratified and recorded on January 29, 1988, are hereby amended as follows:

Article 15. Leasing Provision. General. Single Family Residential Lots may be rented only in their entirety; no fraction or portion may be rented. All leases shall be in writing and shall be for an initial term of no less than six months, except with the prior written consent of the Board of Directors. Notice of any lease, together with such additional information as may be required by the Board, shall be given to the Board by the Lot Owner within ten days of execution of the lease. The Owner must make available to the lessee current copies of the Declaration, Bylaws, and the rules and regulations available from the Board for a reasonable fee. The Board may adopt reasonable rules regulating leasing and subleasing.

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Mark Kent

Mark Kent
President

Christopher J. Cherry

R→ Christopher Cherry
8-1-25 Treasurer

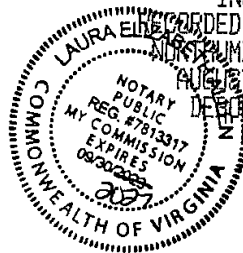
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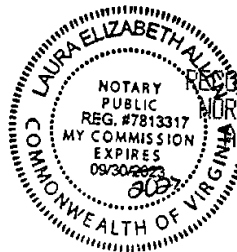
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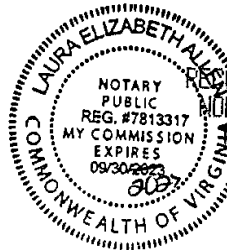
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