

**DECLARATION
OF
PROTECTIVE COVENANTS
OF
*The Meadows at Dahlgren***

THIS DECLARATION OF PROTECTIVE COVENANTS OF THE MEADOWS AT DAHLGREN is made this 2nd day of May, 1997 by **VIRGINIA LAND AND FOREST CORPORATION**, 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 King George County, Virginia, known as **The Meadows at Dahlgren**, portions of which are more particularly described by one or more plats thereof to be recorded in the Clerk's Office of the Circuit Court for King George County, Virginia, to which recorded plat(s) reference is hereby made for more complete description(s): Lots 1 - 116, The Meadows at Dahlgren, King George County, Virginia.

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 The Meadows at Dahlgren, 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 The Meadows at Dahlgren 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 and Forest Corporation, 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 known as Lots 1 - 116, The Meadows at Dahlgren, King George County, Virginia.

Section 7 “Association” shall mean and refer to The Meadows at Dahlgren 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, except that the lot with the existing structure may be used for the purpose of commercial horse stables and riding activities.

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. Additional accessory building(s), may be approved on a lot-by-lot basis by the Architectural Control Committee (see Article III herein). Any single story dwellings shall

have a minimum enclosed living area of no less than 1800 square feet, and any two-story dwellings, shall have a minimum enclosed living area of 2000 square feet, both size requirements being 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.

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 twenty-five (25) feet. The structure shall be set back thirty (30) feet from the back line, except for 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 King George County Zoning and Land Use Regulations or any other applicable statute 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 a contractor during the construction of the main dwelling house, if permissible under local zoning and land use regulations.

Section 6 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 7 Animals

One horse per two acres of open pastureland is permitted, providing that proper fencing is supplied. No other 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. All pets shall be kept on a leash, in an approved kennel, or under positive Owner control. All outdoor pet enclosures shall be erected on the back of the lot out of view from the street. No pets animals shall be allowed to run loose within the confines of the Meadows at Dahlgren without positive Owner control.
(Change 1 16 August, 2003)

Section 8 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 9 Recreational Vehicle, Boat, Etc. Storage

Recreational vehicles, boats and utility trailers, when not in use, are to be stored out of view from all roads and houses.

Section 10 Satellite Dishes

No satellite dishes or communicators shall be permitted unless concealed from view of all adjacent lots, roads, and open spaces. The design of such enclosures must be approved by the Architectural Control Committee prior to erection. A satellite dish which is less than 3 feet in diameter may be installed without being enclosed, so long as it does not detract from the appearance of the lot.

Section 11 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 12 Signs

Personal and/or property identification signs not to exceed 1,000 square inches are allowed that are not commercial in nature with the exception of the standard real estate company for sale sign or owner equivalent or those in keeping with The Meadows at Dahlgren activities. No signs will be posted in existing easements. (Change 1 16 August, 2003)

Section 13 Home Owners Association

The Declarant shall be responsible for the creation of a non-profit corporation called the The Meadows at Dahlgren Association, Inc. The Declarant shall be responsible for maintenance of all amenities and roads until they are turned over to the Association. The Declarant shall not be obligated to turn over the amenities to the Association until the happening of the earliest of the following events: sale of seventy-five percent (75%) 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 The Meadow Farms to the 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 Association.

Each lot owner shall become a member of the The Meadows at Dahlgren Association, Inc. Said Association shall be responsible for common area, subdivision amenities, and roads operational control and maintenance. Each Lot owner shall be required to pay initial annual dues of \$600 (Book 0446Page456 24 Mar 2016) for these costs. The Association may adjust the

annual assessments in any calendar year, for the purpose of increasing or decreasing the annual assessment, if the same are inadequate to pay the reasonable maintenance expenses and operating costs of the Association, or if the assessment proves to be more than adequate, provided that any such change in the assessments shall have the assent of a two-third (2/3) majority (written proxy voting of Association members will be allowed) of the voting members of the Association at a duly called meeting.

In addition, any individual(s) that own more than one Lot, shall be required to pay the full association fee 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 land records of King George County in accordance with the law. Any Lot owner that is delinquent in payment of dues cannot vote on any issues before the Association.

Section 14 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 members of the Association at a duly called meeting.

Section 15 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 obligation for unpaid assessments 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 16 Easements

Reserved in Virginia Land and Forest Corporation are easements for the purpose of installation of utility lines, and for the right of ingress and egress within the subdivision, including but not limited to electric lines, telephone lines, water lines and roads. Said easements are to be thirty feet (30') in width along all roadways and twenty feet (20') in width along all lot side lines and lot rear lines. These reserved easements may be conveyed unto the proper utility companies and/or governmental authorities by Virginia Land and Forest Corporation as required by said utility companies or governmental authorities. Bridal path easements run concurrently with the utility easements, along the traveled roadways. Also reserved are slope and drainage easements as shown on the recorded plats of easements.

Section 17 Ingress and Egress

The Declarant shall construct all right of ways and roads used for ingress and egress within the property using materials that conform to state specifications. The private roads will be built and maintained by Virginia Land and Forest Corporation, until they are conveyed to the Association, at which time 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.

Section 18 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 shall be white post and board, three rail fence or any other type of fence approved by the Architectural Committee. All buildings, additions, fences, and other structures must be approved, in writing, by the Architectural Control Committee prior to start of construction.

Section 19 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 20 Further Subdivision

There shall be no further subdivision of any lot contained within the property, however, this shall not prevent adjacent lot owners from adjusting their common boundary line for aesthetic, topographical, or any legally mandated reason, except that no lot shall ever contain less than 10 acres.

Section 21 Entrance Restriction

Lots 97, 98, 104, 105 and 106 border on an existing state highway. The aforesaid Lots are prohibited from constructing their own driveways on any state highway and must use the internal road system for ingress and egress.

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 The Meadows at Dahlgren subdivision (all phases), except that the Declarant, by written notice to the Association may elect to relinquish control of the Committee to the Association at an earlier date, and in either case the control of the committee shall then automatically pass to the Association. 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 Association members upon the Association taking control who shall be elected by a majority vote of the members of the lot Owners at a meeting of the Association 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 laws and ordinances; (3) compliance with the minimum standards set out in the attached. The Meadows at Dahlgren 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 site 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 The exterior of any building, structure or other improvement, including front yard grading, shall be completed within (12) months after foundation site preparation so as to present a finished appearance when viewed from any angle. All construction materials and debris shall be removed. (Change 1 16 August, 2003)

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 establish such fee as may be needed to cover its actual costs of review and administration.

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 fees. 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. Visitors, guests, delivery vehicles or others 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 preexisting 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 The Meadows at Dahlgren Subdivision and to be governed by these Protective Covenants and any amendments thereof.

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 (2/3) of the Lot Owners of The Meadows at Dahlgren 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 periods often (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 The Meadows at Dahlgren 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.

Virginia Land and Forest Corporation

//signed//

Patrick F. Rondeau, President

STATE OF FLORIDA

CITY/COUNTY OF PALM BEACH, to wit:

The foregoing instrument was acknowledged before me this 2nd day of May

1997, by Patrick E. Rondeau President and duly authorized officer of Virginia

Land and Forest Corporation.

My commission expires: _____

//signed//

Notary Public

(SEAL)

VIRGINIA, to-wit:

In the Clerk's office of the Circuit Court of King George County, the 1st day of July, 1997, this Instrument was presented and, with the certificate annexed, admitted to record at 9:29 o'clock A.M. and is truly recorded and indexed.

Teste:

//signed//

Clerk

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