

**“Addendum to Cebula Listing at  
3700 Irvine St. Spotsylvania, VA”**

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**FURTHER DIVISION  
OF THE  
IRVINE C. BRISCOE  
PROPERTY**

*Carroll E. Smith, Esq.  
2020 Lafayette Blvd.  
Fiburg, Va. 22407*

RETD APR 01 1999

**DECLARATION  
OF  
COVENANTS, CONDITIONS,  
RESERVATIONS, RESTRICTIONS  
AND EASEMENTS**

**Developer:**

**EASTERN VIRGINIA LAND COMPANY, INC.**

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**DECLARATION OF COVENANTS,  
CONDITIONS, RESERVATIONS,  
RESTRICTIONS AND EASEMENTS**

**FURTHER DIVISION OF THE  
IRVINE C. BRISCOE PROPERTY**

This Declaration of Covenants, Restrictions and Easements applicable to The Further Division of the Irvine C. Briscoe Property made this 10th day of March, 1999, by Eastern Virginia Land Company, Inc., a Virginia corporation, provides:

**INTRODUCTION**

1. The Declarant is the fee simple owner of certain real estate known as The Further Division of the Irvine C. Briscoe Property located in Spotsylvania County, Virginia as shown on a plat of survey entitled "Plat Showing the Division of the Irvine C. Briscoe Property" made by Paul F. McConnell, L.L.S., dated February 9, 1999, recorded in the Clerk's Office of the Circuit Court of Spotsylvania County in Plat File 7, at Page 168. The property shown on said plat is hereinafter referred to as the "property" and is more particularly described as follows:

All those certain parcels of real estate known as parcels 1, 2 and 3. The said 9.1900 acres shown on the above-described plat has been subdivided having been part of the real estate conveyed unto Eastern Virginia Land Company, Inc. by deed of Irby Page Briscoe, grantor, dated October 13, 1998, and recorded in the aforesaid Clerk's Office in Deed Book

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1618 at Page 33.

Said real estate is subject to all easements for ingress and egress, utility easements, all as shown on said plat of survey.

2. Reference is hereby made to a Road Maintenance Agreement, to which all parcels 1, 2 and 3 shall be subject, recorded immediately after this Declaration.

3. The Declarant hereby declares that the property is held and shall be held, transferred, sold, given, donated, leased, occupied and used for residential purposes.

4. Declarants reserve the right to amend the above provisions.

5. Any manufactured home 23 feet or less in width (back to front) will only be permitted provided the placement of the manufactured home is a minimum of 600 feet off of Irvine Street (Parcels 1, 2 and 3), a minimum of 125 feet off a side line and a minimum of 100 feet off the rear property line (Parcels 1-3).

6. That the Declarants reserve the right to amend the plat of the lots within the subdivision, if necessary, at their discretion.

7. The property owner is responsible for repairs to the road made necessary by damage by the property owner's contractors or subcontractors during construction on the owner's property.

**WITNESS THE FOLLOWING SIGNATURE AND SEAL:**

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EASTERN VIRGINIA LAND COMPANY, INC.

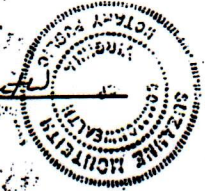
By: John A. McCallister, President

STATE OF VIRGINIA  
CITY OF FREDERICKSBURG, to wit:

I, Suzanne F. Monteith, a Notary Public in and for the State of Virginia at Large, hereby certify that John A. McCallister, whose name is signed to the foregoing Declaration, as President of EASTERN VIRGINIA LAND COMPANY, INC., A Virginia Corporation, has acknowledged the same before me in the aforesaid jurisdiction this 10<sup>th</sup> day of March, 1999, on behalf of the corporation.

My commission expires June 30, 2002.

Suzanne F. Monteith  
Notary Public



CLERKS OFFICE  
CIRCUIT COURT  
SPOTSYLVANIA CO., VA.  
MAR 15 10 03 AM '99  
RECORDED & FILED

Virginia, Spotsylvania County, to-wit:  
In the Clerk's Office of the County and State aforesaid the 15<sup>th</sup> day of March, 1999, at 10:03 o'clock A M., the foregoing instrument was presented and admitted to record, together with the annexed certificate of acknowledgment.  
The tax imposed by Section 58.64-1 in the amount of \$ \_\_\_\_\_ has been paid

Teste: Linda J. Johnson, Clerk

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**THIS ROAD MAINTENANCE AGREEMENT**, Made this 12th day of March, 1999, by **EASTERN VIRGINIA LAND COMPANY, INC.**, a Virginia corporation.

WHEREAS, Eastern Virginia Land Company, Inc. is the owner of Parcels 1, 2 and 3 in a further division of the real estate of Irvine C. Briscoe, purchased by Eastern Virginia Land Company, Inc., by deed from Irby Page Briscoe dated October 13, 1998, and recorded in the Clerk's Office of the Circuit Court of Spotsylvania County in Deed Book 1618 at Page 33; and

WHEREAS, Eastern Virginia Land Company, Inc. has put together a plat of survey made by Paul F. McConnell, L.L.S., dated February 9, 1999, recorded in Plat File 7, Pages 168; and shown thereon is a nonexclusive easement of right of way for Parcels 1, 2 and 3; and will record a plat of other lots fronting on the easement known as Irvine Street; and

WHEREAS, the aforesaid plat shows a nonexclusive easement of right of way for ingress and egress for Parcels 1, 2 and 3, and future lots; and,

WHEREAS, Eastern Virginia Land Company, Inc. wants to make a provision for itself and its successors in title to maintain the roadway within the easement to State Route 605, known as Marye Road for Parcels 1, 2 and 3 and future lots fronting on Irvine Street.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That for and in consideration of the covenants and agreements herein contained and other good and valuable consideration, and the sum of TEN DOLLARS (\$10.00) cash in hand paid, the parties agree as follows:

1. That the fee simple owners of Parcels 1, 2 and 3 of the Irvine C. Briscoe Property shall be responsible for the expense to maintain the roadway within the easement shown on the plat. Each owner shall pay One Hundred Dollars (\$100.00) per year by June 31, 1999 and each year thereafter by June 31, as a maintenance fee. The lot owners shall be responsible for collecting the fees and maintaining the road.

Prepared by

& return to:

CARROLL E. SMYTH  
ATTORNEY AT LAW  
1000 W. MARKET STREET  
FREDERICKSBURG, VA 22401-5204

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2. It is understood and agreed that the street or easement for said parcels and future lots is private and does not comply with the Virginia Department of Transportation requirements for acceptance into the secondary system and will not be maintained by either the County of Spotsylvania or the Virginia Department of Transportation. The street or access shall be maintained by the owners of the lots and/or the owners of the dwellings located on such lots who use the street or access as stated above. Prior to any future request for its addition into the state secondary road system this street or access must be developed in full compliance with the Virginia Department of Transportation requirements in effect at that time. Any such development shall be at the expense of the owners of the lots and/or dwellings located on such lots.

3. The owners of the parcels and future lots shall be responsible jointly for the maintenance of the roadway within the easement as stated above.

4. The Road Maintenance Agreement applies to Parcel 1 and Parcel 2 and Parcel 3, if the owner's elect to use the private street known as Irvine Street.

WITNESS the following signatures and seals.

EASTERN VIRGINIA LAND COMPANY, INC.

By John A. McCallister, President  
John A. McCallister, President

STATE OF VIRGINIA  
CITY OF FREDERICKSBURG, to-wit:

The foregoing instrument was acknowledged before me this 10th day of March, 1999, by John A. McCallister, President of Eastern Virginia Land Company, Inc., on behalf of the corporation.

My commission expires 6/30/02.

CARROLL E. SMITH  
ATTORNEY AT LAW  
2000-A LAFAYETTE BOULEVARD  
FREDERICKSBURG, VA 22401-2000

Suzanne M. ...  
Notary Public

Virginia, Spotsylvania County, to-wit:  
in the Clerk's Office of the County and State aforesaid the 15th day of March, 1999, at 10:03 o'clock A. M., the foregoing instrument was acknowledged and admitted to record, together with the same for the purpose aforesaid.  
The tax imposed by Section 68.54-1 in the amount of \$ 2 has been paid

Teste: ..., Clerk

