

SEAVIEW
SUBDIVISION DECLARATION OF PROTECTIVE
COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS

THIS DECLARATION, made this 8th day of May, 2002 and May 8th, 2003 by Shore Land Trust, Ltd., a Virginia Corporation, hereinafter referred to as “Declarant”. Revisions, as per required members’ votes, were made at the Seaview Annual POA Meeting July 9, 2022

RECITALS

Declarant is the owner and developer of certain lots or parcels of real estate situated in Lee Magisterial District, Accomack County, Virginia and designated and shown as Lots 1 through 76, and 77-92, inclusive, as shown on three certain plats of survey captioned “ ‘SEAVIEW’ Located: Custis Neck, Lee District, Accomack County, Virginia”, dated June 26, 1989 and revised April 19, 2002 to reflect road name changes, “ ‘SEAVIEW’ Located: Custis Neck, Lee District, Accomack County, Virginia”, dated June 29, 1989, and “SEAVIEW NORTH”, dated May 8, 2003 made by Shore Engineering Company, Inc., which plats are recorded in the Clerk’s Office of the Circuit Court for the County of Accomack in Plat Book 2002, Pages 69, 70, 71, 72, 73, 74, 75, and 76 and in Plat Book 2003, Pages 59, 60 and 61 respectively.

Declarant intends to develop, sell and convey the aforesaid lots but before doing so desires to impose upon them mutual and beneficial restrictions, covenants and equitable servitudes under a general plan or scheme of improvement in an effort to create a quaint seaside community with coastal architectural influences similar to those often found in places like Cape Cod, Nantucket, Yorktown, Annapolis and Williamsburg, for the benefit of all the aforesaid lots or parcels of land and the owners and future owners thereof.

When the property described above and any adjacent land hereafter acquired by Declarant and intended to become a part of the development known as Seaview has been sold, Declarant intends that architectural control be established to consider certain actions which lot owners may desire to take with reference to their property;

NOW, THEREFORE, Declarant states that all of the aforesaid lots which it owns are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the provisions of this Declaration, all of which are declared and agreed to be in furtherance of a plan for the development, improvement and sale or lease of said lots and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness thereof. The provisions of this Declaration are intended to create mutual and equitable servitudes upon each of said lots in favor of each and all other lots; to create a privity of contract and estate between the grantees thereof, their heirs, successors and assigns; and shall, as to the owner of each lot, his heirs, successors or assigns, operate as covenants running with the land for the benefit of each and all other such lots and their respective owners, present and future.

ARTICLE ONE RESTRICTIONS

1.1 All lots shown on said plats shall be known and described as residential lots and shall be used only for residential purposes. No structures shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single-family dwelling, not to exceed three stories in height or 35 feet in height as per Accomack County requirements. A single detached guest cottage and the usual and customary out buildings shall be permitted. Inground swimming pools, tennis courts and cabanas shall be permitted so long as there are no commercial uses of same. No commercial uses of the lots are permitted, except home occupational businesses such as an artist, a writer, a stock trader and other businesses that are non-disruptive in nature and that do not require continual and ongoing business visits by the public. These non-disruptive home occupational businesses shall be permitted so long as they are in accordance with the applicable zoning ordinances of Accomack County, Virginia.

1.2 Seaview is hereby established as a restrictive development or neighborhood for single family detached dwellings. For the purposes of these restrictions, the word "family" shall mean a single person occupying the dwelling unit and maintaining a household; one, two or more persons related by blood, marriage or adoption occupying a dwelling, living together and maintaining a common household; not more than three (3) unrelated persons occupying a dwelling, living together and maintaining a common household.

1.3 The minimum square footage of heated living area per dwelling must be no less than 1800 square feet for a single-story home and 2,200 square feet for a one and one-half story, two story or three-story home. All dwellings shall be constructed on a basement, foundation or crawl space with brick, stone, drivit or a cedar face shirting. All dwellings and buildings must be constructed at least twenty-four inches (24") above the finished ground level. No cinder block or asbestos siding exteriors will be permitted. All buildings must have a roof pitch of not less than six-twelve (6-12). Roof wood shingles, slate (natural or artificial) or tin roofs are encouraged. A porch roof pitch must be no less than four-twelve (4-12). All applications must have Architectural Review Committee approval.

The exterior of the dwelling must be horizontal cedar or other wood clapboard, brick, stone or wood shingle, 'Hardie Siding' or equivalent fiber-cement shingles or siding, or vinyl 'Cedar Impressions' shingles or equivalent. No Aluminum or plastic siding shall be permitted on any building. The Architectural Review Committee shall determine if fiber-cement products, vinyl products or any newly marketed shingles or sidings are consistent with the stated goals of Seaview Covenants. No log cabins, log homes, metal sheds, metal structures, chain-link fences, wire fences, trailers, double-wides, manufactured housing, or manufactured homes as defined in Va. Code Ann. Sec. 46-85.3 shall be permitted anywhere on the premises. Modular homes are permitted as long as they meet the Seaview POA guidelines and are approved by the Architectural Review

Committee (ARC). Fences are to be no higher than four feet (48") in accordance with the BOCA code. Fences such as tubular Aluminum (comparable to 'Jerith' fences) or vinyl fences are permitted as long as they are approved by the Seaview ARC.

Pilings are allowed up to a height not to exceed 11 feet. Pilings must be suitably encased/ concealed so that the resulting structure has an appearance similar to existing houses in Seaview. Break-out walls must be installed. Construction on pilings must meet all Seaview POA guidelines, ARC approval and Accomack County building standards.

1.4 Minimum front yard setback requirements for the project shall be 35 feet or the building line shown on the subdivision plat whichever is greater. Minimum rear and side yard (except where adjacent to a street) setback requirements for the project shall be 15 feet. If these setbacks are less than present or future Accomack County zoning ordinances, the setbacks required by Accomack County zoning ordinances shall apply.

1.5 To maintain the aesthetic appearance and natural beauty of the property, all undeveloped lots must be mowed as per caretaker's discretion and so that the lawns do not exceed 12" in height as per Accomack County residential requirements. Exterior items such as heat pumps, air conditioners, propane cylinders and other such items shall be placed in the rear of the building and further shielded from view by natural plantings of trees or shrubs or decorative fencing. All oil and fuel tanks shall be buried and no barrels or tanks of any nature shall be permitted as storage tanks in any exposed place except during the construction period as defined in Section 1.14.

1.6 All utility lines installed now, or in the future, within the development shall be underground.

1.7 No lots shall be used or maintained as a dumping ground for rubbish, garbage, or other waste, and the same shall be kept in sanitary containers at all times. Trash barrels shall be on wheels and shall be of a uniform type, size and color for the subdivision and shall be kept in a clean and sanitary condition. No noxious or offensive activity shall be carried on or kept upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the adjoining property or properties. This includes the use of burning barrels, piles or burning debris of any nature upon the property. No all-terrain vehicles (ATVs) hovercraft, off road motorcycles or airboats shall be operated anywhere on the property.

1.8 No commercial trailer, commercial vehicle, recreational vehicle, bus or unregistered automobile shall be parked on any lot or driveway so as to be visible from the street. A boat and the trailer for the boat is permitted to be parked on the side or rear of a lot provided there is also a house on said lot. No boat or trailer for the boat is allowed to be parked on any street. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot as a residence either temporarily or permanently. In addition, there shall be no outside laundry lines of any kind on the said property. No outside

roof-mounted or ground-mounted satellite dish or antennas for television, radio, or any other purpose shall be constructed, placed or permitted to be placed upon any lot unless the dish or antenna is not visible from the front of the lot and not more than 24 inches in diameter. Items such as swing sets, playground equipment, basketball hoops and the like shall be located out of sight behind the main dwelling and shielded from view by plantings or decorative fencing.

1.9 Private docks shall be permitted on waterfront lots. Private docks shall be constructed only of wood. To maintain the health of the marsh grass, when crossing wetlands the dock shall be raised one foot in height for every foot in the width the dock is. No dock shall be constructed of steel, vinyl or wood treated with creosote or tar.

A community dock is planned and shall be permitted by these covenants on Lots 10, 11 and 24. As of the date of these covenants, conditions, easements and restrictions, Declarant is completing and will submit an application to the Army Corps of Engineers for a community dock permit, which it believes will be granted. In the event the permit is obtained, then all lot owners shall have the right to use the community dock pursuant to the rules and regulations of the Army Corps of Engineers relating to the permit granted.

1.10 "For Sale" signs shall be allowed on the lots for sale within Seaview. Only one "For Sale" sign is permitted on the lot to be sold. A standard Real Estate sign (approximately 12" by 18") is required. No tradesman, building or other type of advertising signs shall be placed upon any lot.

1.11 Domestic or household pets are permitted provided that they are not kept, bred or maintained for commercial purposes. Household pets must be accompanied by the owner, be leashed or kept in an outside enclosure not visible from the street. The owner shall take whatever steps are necessary to ensure that pets do not interfere with the use and enjoyment of any other lot within Seaview. Dogs excessively barking, chasing cars, bicycles or people or otherwise menacing other property owners or their guests shall be immediately removed from the property. No other animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that horses shall be allowed to be kept on Lots 70, 71, 72, 73, 74, 75 and 76.

1.12 No lot within the Seaview subdivision shall be further subdivided.

1.13 Any dwelling or structure on any lot which may be destroyed in whole or in part by fire, windstorm, or for any other cause or Act of God shall be rebuilt and all debris removed and the lot restored to a slightly condition with reasonable promptness; provided, however, that in no event shall such debris remain longer than sixty (60) days after the date of damage or destruction or longer than sixty (60) days after the insurance claim has been settled, whichever first may occur.

1.14 Construction of any building once commenced shall proceed without delay and be completed within twelve (12) months. Cessation of work before construction of any building

once started and before completion thereof for a continuous period of ninety (90) days shall be prima facie evidence of an attempt to abandon the same in its partially completed state and the same shall be deemed to be a public nuisance.

1.15 The trees located within Seaview are spectacular and offer the entire development great aesthetic value. It is understood that often some trees must be cut to prepare a lot for a homesite, driveway or other improvement. No live trees larger than 8 inches shall be cut or removed from the lots without written approval of the Declarant, its successors or assigns, and such permission shall not be unreasonably withheld from the lot owner. Until January 1, 2004, Lots 70, 71, 72, 73, 74, 75 and 76 are exempt from this provision.

1.16 The roads that are being built upon Seaview are being constructed to specifications as designated by the Virginia Department of Transportation. These roads will be paved and it is intended that these roads will remain private and gated with a brick entrance and an automatic gate apparatus. To maintain the integrity of these roads and prevent mud and dirt from being carried onto them, all driveways for each lot shall be paved for at least the first 100 feet and preferably all the way to the principal dwelling. This paving shall be completed before any home or foundation construction activity commences on the property.

ARTICLE TWO ARCHITECTURAL CONTROL

2.1 In order to ensure the development of Seaview as a residential area of high standards, the Declarant herein, its successors or assigns, reserves the power to control the buildings, structures, remodeling of any existing structures, and improvements which may be placed upon each lot or given land area therein. Whether or not specific provision is made in any conveyance of any lot or given land area by the declarant, its successors or assigns, unto any person or persons, the owner or occupant of each and every lot in Seaview by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, remodeling of any existing structures, wall, fence or other structure (includes satellite dishes) shall be placed upon any lot unless and until the plans and specifications therefor and the plan thereof have first been duly approved in writing by the Declarant, its successors or assigns, or by the committee hereinafter provided, all as hereinafter set forth. Each such building, wall, fence or structure shall be placed upon its given lot or planned area only in accordance with the plans and specifications in the plan so approved. Refusal to approve any such plans, specifications of plans may be based upon any grounds, including purely aesthetic grounds which, in the sole and uncontrolled discretion of the Declarant, its successors or assigns, or of such committee, be deemed sufficient cause to refuse approval thereof. Further, no alterations, additions or changes in and to the exterior appearance of any building, structure or improvement shall be made without first obtaining like written consent therefor. If the Declarant, its successors or assigns, or the committee, as the case may be, shall fail to disapprove any such plans, specifications or plan within thirty (30) days after a written request therefor has been delivered

to them, then such approval shall not be required; provided, however, that in no event shall any building, structure or improvement be erected in any manner so as to violate any other covenant, reservation or restriction set forth herein.

2.2 It is recognized that certain restrictions as they apply to certain lots or situations may impose hardships if minor exceptions are not sometimes granted. Accordingly, the Declarant, its successors or assigns, shall have the right to alter, amend or waive any one or more covenants contained herein or any one or more violations thereof, and such alteration, amendment or waiver shall be binding on the owners of all said lots. Any such alteration, amendment or waiver shall apply to the specific lot or lots for which the alteration, amendment or waiver is granted and shall not be construed as an alteration, amendment or waiver of any other provision contained in these Declarations or as applicable to any other lot. A waiver of a single provision does not waive the Declarant's rights with respect to all other provisions herein contained pertaining to the lot on which a provision waiver was granted.

2.3 Upon the establishment of an Architectural Review Committee by the Property Owners' Association to be created, as herein set forth, Declarant may assign the architectural control set forth herein to the committee.

ARTICLE THREE EXCLUSION

3.1 Lot #18 is where the antique style, reproduction shipbuilder's caretaker's cottage/ sales office is planned and it shall be ultimately owned by the Seaview Property Owners' Association. This property is excluded from these covenants and restrictions. Notwithstanding anything to the contrary contained herein, during the period of time when Declarant, its successors and assigns, owns one or more of said lots, Declarant may maintain such model dwellings, sales offices, signs, fences and other offices and activities as Declarant, or a builder with Declarant's approval, shall deem advisable in connection with such business.

ARTICLE FOUR RESERVATIONS

4.1 Declarant reserves the right to assign all of its rights under this Declaration, including the right to grant, amend, waive or withhold approvals referred to above to the Seaview Property Owners' Association after it is established, once the planned improvements to the property have been fully or substantially completed and after the Declarant has sold all or majority of its lots. The Declarant shall also convey its ownership of the roads, natural areas, Lot #18 and any improvements located thereon, to the Seaview Property Owners' Association after it is established, once the planned improvements to the property have been fully or substantially

completed and after the Declarant has sold all of or the majority of its lots. The conveyances and assignments as described in this paragraph may be done at one time or in a series of transactions over a period of time all in the discretion of Declarant.

4.2 The Declarant reserves the right to elect to add additional lots to the subdivision by its acquisition of adjacent or adjoining property, which lots shall be subject to all of the covenants, conditions, easements and restrictions contained herein.

ARTICLE FIVE PROPERTY OWNER'S ASSOCIATION

5.1 Declarant covenants and agrees to establish a Seaview Property Owners Association, a Virginia non-profit corporation. It is anticipated that the Association will be established prior to January 1, 2004 and will begin its duties at that time. Beginning in 2003 the minimum annual dues will be \$800.

The purpose of the Association is to maintain the aesthetic beauty of the property. The Association shall hire a Caretaker and/or hire contractors to mow, weed, mulch and trim the Cottage and Development Gate Entries on a weekly basis during the growing season, mow all common areas, easements and all undeveloped lots every two weeks, or at the discretion of the caretaker as per Article 1.5, from April through October. (All properties must be maintained and mowed on a regular basis to prevent grass from exceeding 6 inches in height at any time.) Dead or hazardous trees within the easements to the docks shall be removed.

The Caretaker shall provide security by driving through the development twice a day and monitoring the gate camera when necessary. The Caretaker shall captain the boat which will transport Members and their guests from the Community Dock to the Barrier Island Saturdays, Sundays, and Holidays from May to September, and shall monitor the docks for maintenance or repair.

The Association owns and maintains Lot 18, the "Caretaker's Cottage", all equipment used in support of the Community and the boat. Lot 93 on Cedar Island, utility easements, two natural areas, roads and drainage ditches within the Development are owned by the Association and the Association pays taxes on them. Lot 93 is owned jointly by the individual property owners.

5.2 Each lot owner, individually or collectively shall be a member of the Association.

5.3 Each lot shall have one vote regardless of the number of owners.

5.4 The Association shall have the authority to assess annual or special charges, which charges shall be used exclusively for maintaining and improving the common property and to mow

undeveloped properties. The charges related to mowing undeveloped properties must be determined at the Annual Meeting. Starting in 2022, the charges for mowing unimproved lots shall be \$200.00 per year. This charge shall be added per year to the Annual Charge for the mowing of each undeveloped lot.

Any assessment together with interest thereon shall constitute a lien on each individual lot. In the event of non-payment, this lien may be perfected by the filing of an appropriate notice in the Clerk's Office of the Circuit Court of Accomack County under the then owner's name/names. Each such assessment, together with interest thereon at the rate of Twelve Percent (12%) per annum and costs of collection shall also be the personal obligation of the person/persons or entity who was the owner at the time when the assessment becomes due and payable.

By acceptance of any conveyance for any lot in the subdivision, the lot owner and his successors in title hereby covenant and agree to pay any assessments made by the Association as hereinafter set forth.

5.5 Prior to formation of the Association, Declarant shall have the power and authority to assess annual or special charges to provide for the purposes for which the Association is to be formed. The initial annual assessment shall be Eight Hundred Dollars (\$800.00) beginning January 1, 2003.

5.6 The business and affairs of the Association shall be conducted by a Board of Directors duly elected in accordance with the By-Laws of the Association. The initial Board of Directors shall be appointed by the Declarant and only members by be directors.

5.7 The Association shall have authority to implement such rules and regulations as may be necessary for the for furtherance of its purposes as set forth herein.

ARTICLE SIX COMMON PROPERTY

6.1 The following is common property in the subdivision:

1. All roads and natural areas shown on the aforesaid subdivision plats.
2. All of the easements set forth in Paragraph 7.2 hereof.
3. The community dock easements to be reserved on Lots 10, 11, and 24.

ARTICLE SEVEN EASEMENTS

7.1 Each lot owner shall have a right of ingress/egress and an easement of enjoyment in and to the common property and such easement shall be appurtenant to and shall pass with the transfer of any lot.

7.2 Two large ponds are planned for Seaview as shown on the plats of record. These ponds are intended to create scenic beauty and a wildlife habitat for the benefit of the entire subdivision. These ponds will also have fire hydrants to enhance the fire protection for the property. Declarant reserves an easement on Lots 14, 15, 16, 50, 51, 52, 53, 54, 56, 57 and 58 for the construction, maintenance and care of these ponds. Declarant further reserves a 75 foot wide scenic easement around these ponds where no buildings, fences, structures or anything else that might obstruct the views of the pond shall be permitted. Declarant further reserves a 100 foot wide road access and beach easement from Atlantic Street down the western property line of Lot #53 to the ponds water edge for the benefit of all the property owners. Declarant further reserves a 50 foot wide road and access easement from Pond Street running down the property line between Lots 15 and 16 to the pond waters edge.

7.3 Declarant shall retain a 2 foot wide "deer fence" easement along the outer property lines of Lots 1, 42, 43, 44, 45, 46, 47, 48, 49, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68 and 69. The intent of this easement would be to control the deer movement thru the property in the event the Lyme Disease and other deer borne infestations become a problem in the future.

7.4 The lots set forth on the aforesaid plats shall be subject to all the easements as shown on the plats.

ARTICLE EIGHT TERM

8.1 All covenants, restrictions, and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under then to specifically include, but not limited to the successors and assigns, if any, of the Declarant for a period of fifty (50) years from the execution date of this Declaration, after which time all said covenants shall be automatically extended for an unlimited number of successive periods of ten (10) years unless an instrument signed by two-thirds (2/3) of the then owners of lots has been recorded, agreeing to change said covenants in whole or in part.

**ARTICLE NINE
AMENDMENT**

9.1 This declaration may be amended by and with the written consent of not less than two-thirds (2/3) of the then owners of all the lots in Seaview. The owners of the various lots shall have the power to waive, abandon, terminate, modify, alter, change amend or add to this Declaration at any time hereafter. Any such waiver, abandonment, termination, modification, alteration, change, amendment or addition shall take effect when a copy thereof executed and acknowledged by each of the lot owners who assent thereto in accordance with the usual form of execution and acknowledgment of deeds to land shall have been filed for record in the Clerk’s Office of the Circuit Court for the County of Accomack, and the same thereafter shall remain in effect and perpetuity unless the same shall be waived, abandoned, terminated, modified, altered, changed, amended or added to, as the case may be. In the taking of any such vote or the attaining of any such written consent of the lot owners in Seaview, each owner shall have as many votes or consents as he may own lots situate in Seaview.

Notwithstanding the foregoing, Declarant reserves the right to amend, modify or add to the Declaration at any time prior to January 1, 2004 without the written consent of any lot owner.

**ARTICLE TEN
INVALIDATION**

10.1 Invalidation of any of these conditions, restrictions or limitations by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

WITNESS the following signature and seal.

Robert T. Miller, President

State of Virginia
County of Accomack, to-wit:

The foregoing instrument was acknowledged before me this _____,
By Robert T. Miller, President Seaview Property Owners’ Association, a Virginia corporation.

My commission expires, and is subject by members vote to continuation: 6/2023