

Evergreen Lake Association

## DECLARATION OF COVENANTS, RESTRICTIONS AND CONDITIONS

THIS DECLARATION, dated as of the 16th day of April, 1984, by EVERGREEN LAKE ASSOCIATION, INC., a Virginia non-stock, non-profit corporation (the Declarant), recites and provides:

RECITALS:

The Declarant is the owner of the land beneath Evergreen Lake (the Lake) in Evergreen, Clover Hill Magisterial District, Chesterfield County, Virginia. The Lake contains 9.3 acres, more or less, and is shown on a map dated January 24, 1983 and last revised March 27, 1984 (the Map), prepared by J. K. Timmons & Associates, Inc., and entitled "Map of 11.2 Acre Lake & Add'l. Land South of Proposed Lucks Lane, Clover Hill Dist., Chesterfield Co., Virginia." A copy of the Map is attached hereto as Exhibit A. *Plot Book 46, Page 62*

The Declarant now wishes to make the Lake and the use thereof subject to the covenants, restrictions and conditions contained herein.

DECLARATION:

1. Right to Regulate Use. The Declarant hereby reserves to itself the right to regulate the use of the Lake and related areas.

2. Initial Restrictions. The Declarant hereby establishes the following restrictions which shall govern the use of the Lake:

- (a) The Lake shall be used only for the purposes of boating, sailing, canoeing, fishing, ice skating or similar recreational uses, all as from time to time prescribed, regulated and limited by the Declarant.
- (b) Access to and use of the Lake shall be limited to the members of the Declarant, successor homeowner associations the membership of those associations and their respective families and guests.
- (c) All Virginia game and fishing laws shall apply to the use of the Lake.
- (d) Water craft having a length of more than 15 feet shall not be permitted on the Lake. No boat, water craft or flotation device shall be anchored or stored on the Lake.
- (e) No water craft with a gasoline-powered or other internal combustion engine, either outboard or inboard, shall be permitted to use the Lake. Water craft with an electric motor shall be permitted to use the Lake provided the maximum voltage of such motor does not exceed 12 volts.
- (f) No pier, net, stake, line or other structure shall be constructed on or in any way maintained within the Lake except with the prior approval of the Declarant. No owner of property adjacent to the Lake shall have any right (riparian or otherwise) in the Lake for boating, sailing, canoeing, fishing, ice skating,

related sports or otherwise, except as is stated herein and otherwise permitted by the Declarant.

- (g) No commercial use shall be made nor shall anything be done on or about the Lake that may be or become an annoyance or nuisance to the owners of property adjacent to the Lake.
- (h) No alcoholic beverages shall be consumed on the Lake.
- (i) There shall be no swimming in the Lake.
- (j) No domesticated waterfowl or livestock shall have access to, be set upon or maintained on the Lake.
- (k) No water shall be pumped or otherwise taken from the Lake for any purpose except that the Declarant may from time to time lower the level of the Lake for purposes of maintenance and repair.
- (l) All plans for the construction, reconstruction, rehabilitation or demolition of any structures or for the planting of any landscaping shall be approved in advance in writing by the Declarant.
- (m) No bottles, trash, cans, garbage or refuse of any kind or description shall be put or placed on or into the Lake.
- (n) Use of the Lake shall be limited to daylight hours, generally from sunrise to sunset, unless the Lake or the applicable portion thereof shall be adequately lighted by lighting equipment approved in writing in advance of its installation by the Declarant. In no event shall the Lake be used later than 10:00 PM.



IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed by its duly authorized representative.

EVERGREEN LAKE ASSOCIATION, INC.,  
a Virginia non-stock, non-profit corporation

By

Its

STATE OF VIRGINIA,

County OF Chesterfield, to-wit:

The foregoing instrument was acknowledged before me in the  
County of Chesterfield, Virginia, this 12<sup>th</sup> day  
of July, 1984, by E. Eugene Brown, as  
President of Evergreen Lake Association, Inc., a  
Virginia non-stock, non-profit corporation, on behalf of the  
corporation.

My commission expires: 9-1-86.

G. Allen M. Lewis  
Notary Public

VIRGINIA:

In the Clerk's Office of the Circuit Court of Chesterfield County, the  
.....day of July, 1984, this Deed was presented and  
with the certificate ..... admitted to record at 9:43 o'clock A.M.  
The tax imposed by Section 58-54.1 in the amount of \$.....  
has been paid.

Teste:

Ronald P. Livingston CLERK