

The COVENANTS for the Cabin Point Subdivision are transcribed below. Each of the 12 sections within the subdivision has a set of covenants on record; however, there are only two variations of these covenants. The basic variation applies to Sections 1 to 6, and a slightly modified version applies to Sections 7 to 12. The additional items for Sections 7 to 12 are shown in italics in the following.

CERTIFICATION OF OWNER'S CONSENT TO SUBDIVIDE

Cabin Point Inc., owner in fee of all of that portion of the farm known as Cabin Point encompassed within the boundaries of the hereto annexed plat of survey and subdivision made by Tayloe Surveys, Inc., dated _____, 19__, entitled "Section __, CABIN POINT," does hereby certify that said subdivision is with its free consent and in accordance with its desire; that the land contained within the boundaries of said subdivision is a part of the land conveyed to Cabin Point, Inc. by deed of H. T. E. Corporation dated April 15, 1975, and recorded in the Office of the Clerk of the Circuit Court of Westmoreland County, Virginia, in Deed Book 250, at page 433.

And Cabin Point, Inc., by recordation of this document, does hereby dedicate to Westmoreland County and/or the Commonwealth of Virginia all the streets and drainage easements appurtenant thereto shown on the aforementioned plat.

And Cabin Point, Inc. does further establish the following reservations, restrictions and conditions which shall be appurtenant to the lots in said subdivision and shall run with the respective titles thereto, the violation of any of which shall be actionable by any lot owner, Cabin Point, Inc., or its successor:

1. Cabin Point, Inc. reserves a 15 ft. utility easement along the street boundaries of the respective lots in the said subdivision and reserves the right to grant to the appropriate utility service organizations easements, 7-1/2 ft. in width, along the side boundary lines of lots shown on the said plat, except that where two or more of the said lots are owned by a common owner, no such easement may be granted except along the side line of the composite ownership of the said common owner.
2. No building shall be erected or maintained on any residential lot in said subdivision other than a private residence and a private garage and boat facilities for the sole use of the owner or occupant thereof. (and no structure other than boat facilities and erosion control structures shall be erected closer than 25 ft. to the mean high water line of Cabin Point Creek.)
3. Any garage or other building erected or maintained on any residential lot in said subdivision must conform in appearance and construction to the residence on such lot.
4. No part of said premises shall be used for commercial or manufacturing purposes, nor shall any use be made of any lot which would constitute a nuisance or depreciate the value of adjoining lots.
5. No residential building shall be erected or maintained on any lot in said subdivision having a ground floor area of less than 1,200 sq. ft. on waterfront lot and 875 sq. ft. on other lots, exclusive of porches, etc.

6. Buildings shall be erected in accordance with setback lines shown on the plat of subdivision and in accordance with side and back line restrictions as established by the ordinances of Westmoreland County.
7. All sewerage will be disposed of through the use of septic tank and drainfield installations to be approved by the Westmoreland County Health Department.
8. No animals or birds, other than household pets, shall be kept on any lot in said subdivision.
9. All building exteriors must be of masonry, wood, or other material equal in quality thereto, and all exteriors, other than brick or stone must be painted or stained and maintained. Exterior materials other than brick must be new.
10. All exterior construction must be completed and closed in within 8 months of the commencement of construction and all foundations must be continuous and solid.
11. No house trailers or other trailers used for residential purposes will be permitted or kept on any lot in this subdivision.
12. The grass on the lots must be kept mowed to a height not to exceed 8 inches.
13. Lot owners who maintain private driveways onto their respective lots shall install and maintain culvert pipe according to State specifications along the street line where such driveways meet the street.
14. The aforesaid reservations, restrictions and conditions run with the land and shall be and remain as covenants binding upon all owners in said subdivision, their heirs and assigns, and the breach of any of the aforesaid covenants, restrictions and reservations shall be actionable in any proper court of law by any property owner within the subdivision.
15. Invalidation of any one of these covenants by judgment or decree of a court having jurisdiction shall in no way affect any of the other covenants herein, which shall remain in full force and effect.”

(Add the following new item as paragraph 14 for Sections 7 to 12; *14. Lots abutting on Cabin Point Creek are subject to a 15 ft. wide restricted area inland from the mean high water line, which area is to remain as close to its natural state as is practical and is not to be cleared of its tree cover or incorporated in a sod lawn. Undergrowth may be cleared and shrubs and ground cover may be planted.* Paragraph 15, shown above, is renumbered as paragraph 16 for Sections 7-12)

NOTE: Items 1 and 6 reference the Subdivision Plats that are on file at the Westmoreland County Courthouse. The setback requirements shown on these plats are in addition to those set by the county and they vary from lot to lot. In some cases these setback requirements are greater than those imposed by the county. These plats must be reviewed prior to site approval.
