

DECLARATION OF RESTRICTIONS

APPLICABLE TO

33729

MIDDLE PLANTATION

THIS DECLARATION OF RESTRICTIONS, Made and entered into this 26th day of October, 1981, by the undersigned, owner in fee simple of the following described property, to-wit:

All those certain lots, pieces or parcels of land, with the buildings and improvements thereon, lying, situate and being in the City of Virginia Beach, Virginia, and known, numbered and designated as Lots 1 through 26, both inclusive, and Lots 48 through 56, both inclusive, as shown on that certain plat entitled "Middle Plantation, Phase Five, Part 2, Lynnhaven Borough, Virginia Beach, Virginia", recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Map Book 152, at page 50.

The undersigned does hereby declare and give notice that all numbered lots as above referenced are subject to the following limitations, restrictions, conditions, and uses to which the lots constituting said subdivision may be put, hereby specifying that said declarations shall constitute covenants to run with the land, as provided by law, and shall be binding upon all parties and all persons claiming under and through the undersigned grantors. This declaration is put to record for the benefit of and to impose limitations upon all future owners of lots in said subdivision but said restrictions do not apply to the undersigned grantor. This declaration of restrictions has the express purpose of keeping said subdivision desirable as a residential community, and uniform in architectural design so as to be suitable for use as herein specified.

It is the intent of the undersigned to reserve unto itself or its assigns, for a period not to exceed ten (10) years from the date hereof, the absolute right to waive, amend, modify, release, relinquish, or terminate any restriction, covenant, or condition

contained herein or set forth on the plat or subdivision of "Middle Plantation" as above referenced.

For the purpose of insuring development of Middle Plantation as a residential community of superior standards, and subject to the foregoing, the following limitations, restrictions, and conditions are imposed on the use of the numbered lots set forth above comprising a portion of the subdivision known as "Middle Plantation".

1. Whether or not provision therefor is specifically stated in any conveyance of record made by the undersigned, the owner or occupany of each and every lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall, fence, swimming pool, boathouse, dock, bulkhead, aerial, antenna, dog house, tool shed, or any other structure of any description whatsoever shall be placed upon said lot unless and until the plans and specifications therefor, and a site plan locating said structure on the lot have been approved in writing by the undersigned, its successors or assigns. All plans, specifications, and site plans shall be submitted in duplicate, with one set to be retained by the undersigned, if approved, and shall include a floor plan drawn to scale, front elevation, and a landscaping plan providing for a reasonable number of trees and shrubs. Each such building, wall, fence, swimming pool, boathouse, dock, bulkhead, aerial, or other structure shall be placed on the premises only in accordance with the plans, specifications, and site plan so approved. Refusal of approval of plans and specifications by the undersigned, its successors and assigns, may be for any reason, including purely aesthetic grounds, which determination shall be in the sole and uncontrolled discretion of the undersigned, its successors and assigns. (Without limiting the foregoing, plans and specifications providing for cinder block or

asbestos siding will be disapproved.) No alteration in the exterior appearance of any structure shall be made without like approval. The undersigned reserves the right to designate an individual, association, or corporation to act for the undersigned in the approval or rejection of such plans, to charge a reasonable fee for such review; and for the enforcement of these restrictions, the said designee shall have all the power and authority as reserved to the undersigned for the administration, enforcement, and implementation of these reservations and restrictions.

Should the undersigned, through its designee or otherwise, or its successors or assigns, fail to approve or disapprove the plans and specifications submitted to it by the owner of a lot or lots within the subdivision within thirty (30) days after written request for such approval, then such approval shall not be required, however, provided that no building or other structure shall be erected or be allowed to remain on any lot which violates any of the covenants or restrictions herein contained.

2. No building shall be erected or allowed to remain on any numbered lot in the subdivision except one (1) single family dwelling house, for the use and occupancy of one (1) family and attendant domestic servants; provided that no such building shall exceed two and one-half (2-1/2) stories in height, in addition to any basement. All garages, porte cocheres, storage areas, tool cabins, garden houses, et cetera, must be attached to said dwelling house and be construction so as to constitute one (1) building only. Said dwelling house shall occupy a floor area of actually and fully enclosed building, including attached garage or porch or porte cochere, of not less than one thousand eight hundred (1,800) square feet. In computing such minimum areas, the area of the porches and garages shall not be given credit, under any circumstances, in excess of two hundred (200) square feet.

No lot shall be resubdivided without the express written consent of the undersigned.

3. No sign of any kind shall be displayed to the public view on any lot except one (1) sign of not more than six (6) square feet advertising the property for sale or rent, or a sign used by a builder to advertise the property during the construction and sales period. All signs must be approved as provided in paragraph 1 set forth above.

4. Nothing shall be done on any lot which may be or become an annoyance or nuisance to the neighborhood. No horses, cattle, swine, goats, poultry or fowl, or any other animal not customarily a household pet shall be kept on any lot. No manufacturing, trade, business, commerce, industry, profession, or other occupation whatsoever shall be conducted or carried on upon any lot or any part thereof, or in any building or other structure erected thereon. No trash shall be allowed to accumulate so as to be unsightly or to be a detriment to the area of a fire hazard. In the event that any owner or occupant shall fail or refuse to keep his premises free of weeds, underbrush, refuse, or other unsightly growth or objects, the undersigned, its successors or assigns, may enter upon said lands and remove the same at the expense of the owner.

The use of any carport, driveway or parking area which may be in front of, adjacent to, or a part of any lot in said subdivision as a habitual parking place for commercial vehicles is prohibited. The use of any driveway or parking area which may be in front of, adjacent to, or a part of any lot as a habitual parking place for boats or trailers of any kind is prohibited. The parkway (that area between the pavement and the lot line) of each lot shall not be used for the parking of private or commercial vehicles or boats or trailers. The term "commercial vehicles" shall include all motor vehicles and vehicular equip-

ment which shall bear signs or shall have printed thereon reference to any commercial undertaking or enterprise, and all trucks.

5. No trailer, tent, shack, garage, barn, or other out-buildings erected on any lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence; provided, however, this clause shall not be construed to prevent servants quarters being installed over a detached garage or other outbuilding. No trailer having a height of five (5) feet or more shall be parked over twelve (12) hours in any one (1) week on any lot or driveway so as to be visible from the street.

6. No individual sewerage-disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards, and recommendations of state and local public health authorities. Approval of such systems as installed shall be obtained from such authorities.

7. No antenna or communication device shall be constructed on the exterior surface or roof of a home or other outbuilding, no transmitting equipment or communication equipment shall be operated from the home that will in any manner interfere with standard electronic equipment, radio or television reception used in adjoining residences within the subdivision.

8. No statues, monuments, bric-a-brac, or symbols, other than a house number and name of the resident may be displayed from that portion of the lot or be observable from the adjoining street.

9. No dwelling shall be constructed upon a slab, and all dwellings shall have a crawl space between the ground floor and the supporting foundation.

10. No garages loading from the front of the house are permitted, but plans may be submitted to developers for waiver of

this provision.

11. No driveway shall be constructed so as to interfere with the normal drainage of the street on which the lot fronts.

12. The undersigned herein reserves for itself, its successors or assigns, a five (5) foot easement along the side and rear lines of each numbered lot on the plat of subdivision, unless a greater width be shown on the plat of subdivision, for public utility and drainage purposes, and any other reasonable purpose, with the right to assign the same for such uses as deemed by it necessary for the development and service of said lots or adjoining lots.

13. No lines or wires for communication or for the transmission of current or any other purposes shall be constructed, placed, or permitted to be placed upon any numbered lot unless the same shall be contained in underground conduits, and unless permission for installation of same has been specifically granted by the undersigned to the party who intends to install same, through any duly recorded grant or easement.

14. Each owner of a lot or lotes in the subdivision which is subject to the "open space easement" as shown on the aforesaid plat shall be responsible for the maintenance of and removal of trash from such open space abutting his property, and for the maintenance of the tress, hedges, plants, and shrubs growing naturally thereon and to keep such vegetation in a neat and trim condition for aesthetic purposes and so as to prevent erosion. Should any owner of a lot subject to the said "open space easement" fail to maintain said lot as aforesaid, then the undersigned or any other lot owner, or their respective heirs or assigns, shall have the right to maintain said lot so as to conform hereto and the expense of such maintenance shall be borne by the defaulting lot owner.

15. The undersigned, its successors and assigns, hereby reserves the right to enter into agreements with the owner of any lot or lots; including itself (without the consent of the owners of other lots in the subdivision) to waive in its entirety or to deviate from these conditions, restrictions, limitations, and agreements set forth in this declaration; any such waiver or deviation shall be manifested by agreement in writing and shall not constitute a waiver of any such condition, restriction, limitation, or agreement as to the remaining lots in said subdivision, and the same shall remain fully enforceable as to all other lots located in the said subdivision, by the undersigned, its successors and assigns, and by the owners of other lots except as against the lot where such deviation is permitted by such written agreement.

16. These covenants are to run with the land and shall be binding on all parties and all persons claiming under and through the grantors for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for additional ten (10) year periods unless an instrument signed by a majority of the then fee simple owners of the lots has been recorded, wherein the said majority agrees to change said covenants in whole or in part.

17. The undersigned reserves unto itself, its successors or assigns, the right to construct or permit construction of, operate and maintain other facilities, such as churches, schools, recreational areas, country clubs, shopping centers, et cetera, on the other property owned by it in Lynnhaven, Virginia Beach, Virginia, not included in the lots referred to hereinabove, provided such other facilities be approved by the planning commission of the City of Virginia Beach, Virginia; and provided further that such other facilities are not inconsistent with the develop-

ment of quality residential community upon the remaining land included in the Middle Plantation tract; and any person acquiring any interest in Middle Plantation shall, by acceptance thereof, be deemed to have consented thereto.

18. Wood crawl space vents shall be used, or, an acceptable alternative, if approved by the undersigned.

19. All plumbing and roof stacks to be in rear of house.

20. All flashing (unless copper) around roof stacks, et cetera, to be painted a color similar to roof.

21. All windows that can be seen from the street will have window muttins or mullions.

22. Colonial Williamsburg approved color chart shall be used to select colors for exterior of house.

23. Submission of site plan for developer's approval is required as a part of the approval for construction of any structure on a lot subject to these restrictions.

24. All mechanical equipment such as compressors, et cetera, shall have a small privacy fence so as to exclude it from being visible from neighboring streets and properties.

25. VEPCO and telephone boxes and lead wires should be painted the same color as that portion of the house to which they are attached.

26. A REVIEW FEE SHALL BE PAID TO DEVELOPER, OR ASSIGNS OF DEVELOPER, UPON THE SALE OR TRANSFER OF THE PROPERTY. SAID REVIEW FEE SHALL HAVE A CHARGE OF NO MORE THAN THE NORMAL ASSUMPTION FEE CHARGED BY LOCAL LENDERS, SAID REVIEW FEE IS REQUIRED IN ORDER TO ASSURE THAT PROPERTY BEING TRANSFERRED IS IN CONFORMANCE WITH THE AFORESAID RECORDED RESTRICTIONS.

26. Enforcement of this declaration shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant contained herein, and such

proceeding shall be to either restrain violation or to recover damages for a breach thereof. If no such proceedings be instituted within sixty (60) days of any such violation, then it shall be conclusively presumed in any legal proceedings that the violation or attempted violation has been waived by all parties owning or having any interest in lots in said section whether or not such parties have actual notice of said violation or attempted violation. The invalidation by any court of any provision herein contained shall not in any way affect any of the other provisions hereof but they shall remain in full force and effect.

28. The undersigned, and its successors, may assign any and all its rights, powers, obligations, and privileges under this instrument to any other corporation, association, firm, or person.

IN WITNESS WHEREOF, Development Techniques, Inc., has caused these presents to be executed in its name by its duly authorized officer and its corporate seal hereunto affixed and attested by its Secretary, this 26th day of October, 1981.

DEVELOPMENT TECHNIQUES, INC.

By *E. Kenneth Day*
E. Kenneth Day, President

CORPORATE SEAL

ATTEST:

Linda J. Baldwin
Linda J. Baldwin, Secretary

STATE OF VIRGINIA

CITY OF VIRGINIA BEACH, to-wit:

I, the undersigned, a Notary Public in and for the City and State aforesaid, do hereby certify that E. Kenneth Day and Linda J. Baldwin, President and Secretary, respectively, of Development

