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DECLARATION OF RESTRICTIONS

THIS DECLARATION, Made this 1st day of February, 1982, by CONCORDIA ENTERPRISES, LTD, a Virginia corporation.

WITNESSETH:

WHEREAS, Concordia Enterprises, Ltd hereinafter on occasions referred to as "Owner", is the fee simple owner of the following described property, to-wit:

ALL THOSE certain lots, pieces or parcels of land, with the buildings and improvements thereon, situate, lying and being in the City of Virginia Beach, Virginia, and being known, numbered and designated as Lots 1 through 30, inclusive, on that certain plat entitled "Subdivision of Bellamy Manor East, Section One, Virginia Beach, Va.", which said plat is duly recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Map Book 150, at page 45.

WHEREAS, said Owner intends to develop said property according to a common scheme of development and it is the purpose of this declaration to declare and make known the covenants and restrictions to which the said development may be subject:

NOW, THEREFORE, Concordia Enterprises, Ltd, does, by this instrument, declare and make known that the following covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of thirty (30) years from the date of recordation of these covenants, after which time said covenants shall be automatically extended for a successive period of ten (10) years, at which time said covenants and restrictions shall terminate:

1. For the purpose of insuring development of the lands in the subdivision and residential area of high standard, the undersigned reserves the right to control the buildings and structures placed on each lot.

Whether or not provision therefor is specifically stated in any conveyance of record made by the undersigned, the owner or occupant 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, bathhouse, dock, bulkhead, aerial antenna, dog house, tool shed, or other structure shall be placed upon said lot unless and until the plans and specifications therefor and the plot plan have been approved in writing by the undersigned, its successors, or assigns. All plans, specifications, and plot 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 antenna or other structure shall be placed on the premises only in accordance with the plans and specifications and plot so approved.

Refusal of approval of plans and specifications by the undersigned, its successors, or assigns, may be based upon any ground, including purely esthetic grounds, which in the sole and uncontrolled discretion of the undersigned, its successors and assigns shall be deemed sufficient. (Without in any way limiting the foregoing, plans and specifications providing for cinder block or asbestos siding will be disapproved.) No alteration in the exterior appearance of any structures shall be made without like approval. The undersigned reserves the right to designate an individual, association or corporation through its Board of Directors and its Architectural Committee or Committees, to act for the undersigned in the approval or rejection of such plans, and for the enforcement of this restriction, and the said designee shall have all power and authority as reserved to the undersigned for the administration, enforcement, and carrying out of these reservations and restrictions. Such designation is hereby made and such authority shall continue and remain vested in the said designee until such time as the undersigned, its successors or assigns, shall cancel the same in writing by an instrument equal in dignity to this Declaration of Restrictions. In the event that for any reason the powers herein or hereafter granted are terminated by court order or otherwise, then the same shall automatically re-vest in the undersigned, its successors, or assigns.

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 therefor, then such approval shall not be required, provided, however, 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. All lots shown on said plats shall be known and described as residential lots and shall be used only for residential purposes, and 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 two and one-half stories in height, and other necessary buildings used in connection with said residence, and a private garage for not more than three cars; no garage apartment or similar structure shall be permitted.

3. No building, shall be located on any lot except in strict conformity with the requirements set in the ordinances of the City of Virginia Beach, Virginia, governing such matters.

4. The Owner reserves the fee in all of the streets, alleys and public places as shown on the said plat for the installation of water mains, gas mains, electric cables, poles, wires, fixtures, etc., for electric and telephone service and relocation thereof, in, along, under, and across all streets in said subdivision. The further right is reserved for the construction and maintenance of utilities and drainage along and within the easements dedicated to the City of Virginia Beach, Virginia, as shown on recorded plat.

5. All dwellings erected on any sites shown on said plat shall, at the time of construction, be connected to public sewer and water systems.

6. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the adjoining property or properties.

7. No lot in the subdivision shall be divided so as to make more than one building lot out of same, but portions of a lot may be sold to the owner of any adjoining lot, so long as such sale will not result in a violation of restriction number 3; nothing herein contained shall prevent the subdivision of all or portions of the land shown on said plats into lots of approximately the same or greater area.

8. No building shall hereafter be placed, moved, altered or constructed on any lot to face any direction different from that in which the dwelling constructed by the original builder faces.

9. No trailer, tent, shack, garage, barn or other structure shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted, nor shall any structure be moved onto any lot unless it shall conform to and be in harmony with the existing structures in the subdivision.

10. No animals, fowl or swine shall be permitted upon any lot in the subdivision, save and except those animals customarily considered household pets.

11. No residence shall be erected on any of said lots with less than 1,600 square feet of living space in the case of a one-story building or less than 1,800 square feet of living space in any residence of more than one story. The term "living space" as used herein shall be determined by exterior perimeter measurements exclusive of garages, porches and breezeways. No dwelling erected upon any of the said lots shall be occupied until it has been completed.

12. No fences shall be erected on any lot without the prior written approval of the undersigned, its successors or assigns, and shall not be allowed in front of the front line of any house, and those fences allowed shall be no more than 6 feet in height, and shall be either split rail, board on board, or stockade fence. Barbed wire or chain link fences are specifically prohibited. No outside stairway shall be permitted to the second floor.

13. All oil and fuel tanks shall be buried in the ground, and no barrels or tanks of any nature shall be permitted as storage tanks in an exposed place on these lots.

14. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than 10 square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction or sale period.

15. No lot shall be used or maintained as a dumping ground for rubbish, garbage or otherwise waste, and the same shall be kept in sanitary containers at all times, screened from public view.

16. No driveway shall be constructed or maintained to or on any site in such a manner as to obstruct the normal drainage of the street on which said lot fronts, and to that end, such driveway shall have either an apron of proper design or an adequate drain pipe installed under the driveway for the purpose.

17. In order to insure the orderly development of said property, and to prevent hardship, the declarant herein reserves the right to amend, modify, change or eliminate any or all of the foregoing restrictions upon the written request of the owner of the lot involved in said change, provided such change will not lower the character of the neighborhood, and provided further that such change in restriction is approved in writing by the Loan Guaranty Officer of the Veterans Administration, Regional Office, Roanoke, Virginia; or the Director of the Federal Housing Administration, Richmond, Virginia, office, or their duly authorized representatives. In addition to the rights reserved and conferred to the declarant or its assigns to approve, disapprove, modify, or change the requirements of these restrictions, such declarant or its assignee, in addition to the usual and normal legal and equitable rights of the other owners of the lots in this subdivision, shall be vested with the authority to prosecute any proceedings at law or in equity to either enforce these restrictions or prevent their violation.

18. Should any person claiming by or under the Declarer herein violate or attempt to violate any of the conditions, restrictions or limitations herein, it shall be lawful for the Declarer or any other person or persons owning any real property situate in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons

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violating or attempting to violate any such condition, restriction or limitation, and either to prevent him or them from so doing or to recover damages or other dues for such violation.

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

IN WITNESS WHEREOF, Concordia Enterprises, Ltd. has caused this Declaration to be executed in its name by its duly authorized president.

CONCORDIA ENTERPRISES, LTD

By: Robert A. Wickman  
President

STATE OF Virginia  
CITY OF Norfolk, to-wit:

I, Carl S. Macerquitz, a Notary Public in and for the City and State aforesaid, do hereby certify that Robert A. Wickman, President of CONCORDIA ENTERPRISES, LTD, whose name is signed to the foregoing writing, has acknowledged the same before me in my City and State aforesaid.

GIVEN under my hand and notarial seal this 8<sup>th</sup> day of February, 1982.

My Commission expires: July 6, 1982

[Signature]  
Notary Public

February 8, 1982 In the Clerk's Office of the Circuit Court of Virginia Beach...  
This instrument is received and upon the  
of acknowledgment thereto annexed, admitted to record. The fee imposed by §§5-54.1 of the Code  
is paid in the amount of \$.....  
ESTIE J. CURTIS FRUIT, Clerk [Signature]