

THIS DECLARATION, Made as of the 22nd day of February, 1979;

WHEREAS, the undersigned, Carolanne East Corporation, a Virginia corporation (hereinafter referred to as "Sponsor"), is the owner of certain property situated in the City of Virginia Beach, Virginia, known, numbered and designated as Lots 1 through 12, inclusive, in Block AA; Lots 1 through 31, inclusive, in Block BB; Lots 1 through 13, inclusive, in Block CC; Lots 1 through 17, inclusive, in Block DD; Lots 1 through 24, inclusive, in Block EE, on that certain plat entitled "SUBDIVISION OF BELLAMY MANOR ESTATES SECTION FIVE KEMPSVILLE BOROUGH--VIRGINIA BEACH, VIRGINIA", dated June, 1974, prepared by Marsh & Basgier, Inc., P.C., Engineers-Surveyors-Planners, Virginia Beach, Virginia, duly recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Map Book 132, at page 13 (the aforesaid lots are hereinafter collectively referred to as "LOTS" and severally as "LOT"); and

WHEREAS, Sponsor wishes to declare and make known the easements, restrictions, covenants, conditions and reservations to which the LOTS shall be subject;

NOW, THEREFORE, Sponsor hereby declares that the LOTS are held by it subject to the following easements, restrictions, covenants, conditions and reservations:

1. Each LOT shall be used exclusively for residential purposes, and no building or other structure shall be erected, altered, placed or permitted to remain thereon other than one detached single-family dwelling (hereinafter collectively referred to as "DWELLINGS" and severally as "DWELLING") not to exceed two and one-half (2½) stories in height, and an attached or detached private garage and other accessory buildings for the exclusive use of the occupants of

such DWELLING. No DWELLING shall be permitted on any LOT at the cost of less than \$50,000 based upon cost of construction prevailing on the date this Declaration is recorded, it being the intention and purpose of this covenant to assure that all DWELLINGS shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date this Declaration is recorded, at the minimum cost stated herein, for the minimum permitted DWELLING size. The ground floor inside living area of any one-story DWELLING, exclusive of open porches and garages, shall not be less than 2,000 square feet. The ground floor inside living area of any two or more story DWELLING, exclusive of open porches and garages, shall not be less than 1,200 feet and the second floor inside living area shall not be less than 1,000 square feet.

2. No DWELLING shall be located, erected or maintained on any LOT nearer than thirty (30) feet to any street right-of-way line on which such LOT fronts, except that in the case of corner LOTS, a DWELLING may be erected on such corner LOT in such a manner as to face either of the streets on which a corner LOT abuts. The DWELLING on a corner LOT may also be erected in order to face the intersection of said abutting streets, in which event, no portion of the DWELLING shall be erected on any corner LOT nearer than twenty (20) feet to either street right-of-way line. No DWELLING shall be located on any LOT nearer than ten (10) feet to any rear LOT line nor nearer than ten (10) feet to any side LOT line. For the purposes of this paragraph, eaves, steps or open porches or patios shall not be considered as a part of a DWELLING. Where, in the sole discretion of Sponsor, a LOT is shaped in such a way as to render the strict application of the restrictions set forth in this paragraph 2 unsuitable or impracticable, Sponsor may modify such restrictions by an appropriate written instrument executed solely by Sponsor (without the requirement of the joinder in the execution thereof by any other LOT owners) duly recorded in the Clerk's Office wherein instruments affecting the LOTS are recorded.

3. No LOT shall be resubdivided without the prior written consent of Sponsor.

4. No building, DWELLING, fence, wall, or other structure or site improvements, shall be commenced, erected, placed or maintained on any LOT, nor shall any addition, material change or alteration be made thereto, nor any change in the present grading of any LOT be made, unless and until the plans and specifications therefor have been approved in writing by Sponsor. In the event Sponsor fails to approve or disapprove any such plans and specifications within thirty (30) days after the receipt thereof by Sponsor, accompanied by written request for approval, such approval shall be deemed to have been given. Without the prior written consent of Sponsor, no more than one antenna shall be erected on any LOT or DWELLING and any antenna shall not extend more than ten (10) feet above the ridge line of the DWELLING constructed on any LOT.

5. No fence shall be erected or placed on any LOT closer to the front LOT line than the front line of any DWELLING constructed thereon, except that no chain link or other metal fence shall be erected or placed on any LOT without the prior written approval of Sponsor. No fences shall be less than three (3) feet, nor more than six (6) feet, in height. No fence shall be erected or placed on a corner LOT closer to the front LOT line as hereinbefore specified and closer to the side LOT line or lines than twenty (20) feet from the side street right-of-way line.

6. Sponsor reserves for the benefit of itself, and its successors and assigns, easements for the installation, repair, maintenance and/or replacement of utility and drainage facilities within the areas reserved for such purposes on the aforementioned plat, which easements shall run with the title to each of the LOTS and be binding upon all parties claiming under or through Sponsor, its successors or assigns.

7. No obnoxious or offensive activity shall be conducted or permitted on any of the LOTS, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood. No business or profession of any kind or nature shall be carried on or practiced on any LOT, or in any DWELLING thereon, without the prior written consent of Sponsor.

8. Other than the DWELLING constructed on any LOT, no structure, trailer, tent, shack, barn, garage, or other outbuildings shall be used on any LOT at any time as a residence, either temporarily or permanently.

9. No animals, livestock or poultry of any kind shall be raised, bred or kept on any LOT with the exception of dogs, cats and/or other customary household pets provided they are not kept, bred or maintained for commercial purposes.

10. No sign of any kind shall be displayed to the public view on any LOT with the exception of one professional real estate sign not more than six (6) square feet, advertising a LOT, and/or DWELLING constructed thereon for sale or rent.

11. No LOT shall be used or maintained as a dumping ground for trash, rubbish or other waste. Trash, garbage or other waste shall not be kept on any LOT except in covered sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

12. All electrical, telephone and other utility services shall be provided by underground service.

13. Anything in this Declaration to the contrary notwithstanding, so long as, and during the period of time while, Sponsor and/or any builder or other purchaser to whom Sponsor has sold any LOTS, is constructing and selling DWELLINGS, Sponsor reserves the

right, for the benefit of itself and for the benefit of such builders or other purchasers to whom such right has been granted by Sponsor, to maintain such model dwellings, sales offices, signs and other offices and activities which Sponsor may, in its sole discretion, deem advisable.

14. Invalidation of any one of the aforesaid easements, restrictions, covenants, conditions or reservations, by statute, ordinance or court order shall in no wise affect any other provision of this Declaration, which provisions shall continue to remain in full force and effect.

15. Sponsor reserves unto itself the right to assign, alter, release or waive the requirements of any of the easements, restrictions, covenants, conditions and reservations contained herein by an appropriate written instrument executed solely by Sponsor (without notice to, or the requirement of the joinder in the execution thereof by, any other LOT owners) duly recorded in the Clerk's Office wherein instruments affecting the LOTS are recorded.

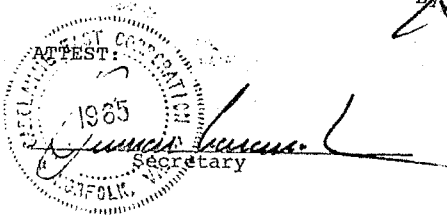
16. Except as otherwise provided herein, the aforesaid restrictions, covenants, conditions, and reservations shall run with title to each of the LOTS and shall be binding upon all parties and all persons claiming under or through Sponsor for a period of twenty-five (25) years from the date this Declaration is recorded, after which time said restrictions, covenants, conditions and reservations shall be automatically extended for successive periods of ten (10) years each, unless an instrument executed by the then majority of the owners of the LOTS, agreeing to modify and/or amend such restrictions, covenants, conditions or reservations, in whole or in part, has been duly recorded in the Clerk's Office wherein instruments affecting the LOTS are recorded.

17. The aforesaid easements, restrictions, covenants, conditions and reservations may be enforced by proceedings at law or in equity, either by Sponsor (whether or not at the time of such enforcement Sponsor owns any of the LOTS) or the owner of any LOT, against any person or persons violating or attempting to violate any of said easements, restrictions, covenants, conditions or reservations, whether to enjoin violation and/or to recover damages therefor.

IN WITNESS WHEREOF Carolanne East Corporation has caused this Declaration to be executed in its name and behalf by its President and its corporate seal to be hereunto affixed and attested by its Secretary, thereunto duly authorized, as of the date hereinabove first mentioned.

CAROLANNE EAST CORPORATION

By Stanley Waranch
President



STATE OF VIRGINIA

City of Virginia Beach, to-wit:

The foregoing instrument was acknowledged before me this 22nd day of February, 1979, by STANLEY WARANCH and SEEMAN WARANCH, President and Secretary, respectively, of CAROLANNE EAST CORPORATION, on behalf of the corporation.

Barbara C. Zepernick
Notary Public

Commissioned Barbara C. Zepernick

My commission expires: July 8, 1979

VIRGINIA: In the Clerk's Office of the Circuit Court of Virginia Beach 23rd day of February 19 79 at 4:15 this instrument was received and upon the certificate of acknowledgment thereto annexed, admitted to record. The tax imposed by Par. 58-54.1 of the Code has been paid, in the amount of \$

TESTE: JOHN V. FENTRESS, Clerk

By Michael D. Zepernick

Carolanne East Corp. 3-6-79, P.O. B. 12500, Norfolk, Va. 23502