

DECLARATION OF EASEMENTS, COVENANTS,  
CONDITIONS, RESTRICTIONS AND RESERVATIONS  
SUBDIVISION OF BELLAMY WOODS, SECTION TWO, PART A

THIS DECLARATION, Made as of the 20th day of June, 1985,  
by BELLAMY WOODS ASSOCIATES, a Virginia general partnership  
(hereinafter the "Declarant");

WHEREAS, Declarant is the owner of certain property  
situated in the City of Virginia Beach, Virginia, known,  
numbered and designated as Lots 76 through 101, inclusive,  
Lots 103 through 112, inclusive, Lots 171, 172, 173, 191,  
192, 222, 243, 244, 259, Lots 260 through 275, inclusive, and  
Lot 290, on that certain plat entitled "SUBDIVISION PLAT OF  
BELLAMY WOODS SECTION TWO, PART A KEMPSVILLE BOROUGH VIRGINIA  
BEACH, VIRGINIA", dated October 21, 1984, prepared by Engi-  
neering Services, Inc., Civil Engineering-Land Surveying,  
Virginia Beach, Virginia, and duly recorded in the Clerk's  
Office of the Circuit Court of the City of Virginia Beach,  
Virginia, in Deed Book 2418, at pages 2048 through 2052,  
inclusive (the aforesaid lots being hereinafter collectively  
referred to as "LOTS" and severally as a "LOT"); and

WHEREAS, Declarant wishes to declare and make known the  
easements, covenants, conditions, restrictions and reserva-  
tions to which the LOTS shall be subject for the purpose of  
enhancing the value and desirability thereof as a residential  
community;

NOW, THEREFORE, Declarant hereby declares that the LOTS  
are, and shall be, held, sold and conveyed by it subject to  
the following easements, covenants, conditions, restrictions  
and reservations, all of which are for the purpose of enhanc-  
ing and protecting the value, desirability and attractiveness  
of the LOTS, as follows:

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 (2-1/2) stories in height, and an attached or detached private garage and other accessory building for the exclusive use of the occupants of such DWELLING. Each DWELLING shall be constructed on a raised foundation with piers and sills, it being the intention of this covenant to prohibit the use of a concrete slab foundation without the express prior written waiver of the Declarant made pursuant to paragraph 18 hereof. No DWELLING shall be permitted on any LOT at a cost of less than \$75,000 based upon the 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 possess 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, decks and garages, shall not be less than 2,000 square feet. The inside living area of any one and one-half or more story DWELLING, exclusive of open porches, decks and garages, shall not be less than 2,200 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, open porches, decks or patios shall not be considered a part of a DWELLING. Where, however, in the sole discretion of Declarant, 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, Declarant may modify such restrictions by an appropriate written instrument executed solely by Declarant (without notice to, or the requirement of the joinder in the execution thereof by, any other LOT owners) and duly recorded in the Clerk's Office wherein instruments affecting the LOTS are then recorded.

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

4. Whether or not provision therefore is specifically stated or reserved in any deed or conveyance of a LOT, the owner or occupant of each and every LOT, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no DWELLING, building, wall, fence, swimming pool, accessory building or any other permitted structure or site improvement of any description whatsoever, nor any addition, material change or alteration thereto, nor any change in the grade of any LOT, shall be made unless and until the plans and specifications therefore, and a site plan locating said structure(s) on the LOT, have been submitted to and approved in writing by the Declarant, its successors or assigns. All plans, specifications and site plans shall be submitted to Declarant, in duplicate, with one set to be retained by the Declarant, and shall include a floor plan drawn to a scale of not less than 1/8th inch equals 1 foot

and all exterior elevations and exterior materials and color selections. Landscaping plans shall provide for a reasonable number of trees and shrubs. Each such DWELLING, building, wall, fence, swimming pool, accessory building or other permitted structure shall be placed on the LOT only in accordance with the plans, specifications and site plan so approved. Refusal to grant approval of plans and specifications by the Declarant, its successors or assigns, may be for any reason, including, without limitation, purely aesthetic reasons or the type of materials to be used, which determination shall be in the sole, uncontrolled, and unfettered discretion of Declarant, its successors or assigns. The Declarant reserves the right (i) to designate an individual, association or corporation to act for the Declarant in the review, approval, modification or rejection of such plans, specifications and site plans, (ii) to charge a reasonable fee for such review, and (iii) to enforce the provisions of this Declaration (in which case the said designee shall have all the power and authority as reserved to the Declarant for the administration, enforcement, and implementation of this Declaration). The approval of plans and specifications by Declarant, or its designee, shall not be construed as either a certification or a waiver of compliance with the provisions of this Declaration or of the applicable ordinances of the City of Virginia, to the extent such plans and specifications do not comply therewith. Should Declarant, 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 thirty (30) days after written request for such approval, then such approval shall not be required; provided, however, that no DWELLING, building, fence, swimming pool or other structure shall be erected or be allowed to remain on any LOT which violates any of the covenants, conditions or restrictions herein contained.

5. No fence shall be erected or placed on any LOT closer to the front LOT line than the front of any DWELLING constructed thereon. No chain link or other metal fencing shall be erected or placed on any LOT. No approved 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, selected as hereinbefore specified in paragraph 2, than the front of such DWELLING, nor closer to the side LOT line or lines than twenty (20) feet from the side street right-of-way line(s).

6. Declarant reserves for the benefit of itself, and its successors and assigns, perpetual easements for the installation, operation, repair, maintenance and/or replacement of utility and drainage facilities within the areas reserved or designated for such purposes on the aforementioned plat of the LOTS, which easements shall be servitudes upon and shall run with the title to each of the LOTS and shall be binding upon all parties claiming title thereto under or through Declarant, 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 conducted or practiced on any LOT, or in any DWELLING thereon, without the prior written consent of Declarant. The use of any carport, driveway or parking area located between the front line of any DWELLING and the street pavement as an habitual parking place for commercial vehicles (other than passenger cars or pick-up trucks), buses, boats, trailers, mobile homes or campers, is prohibited.

8. No antenna or communication device shall be constructed on the exterior surface or roof of a DWELLING or

other structure, or on any LOT within view of the public, and no transmitting equipment or communication equipment shall be operated from any LOT or DWELLING that will, in any manner, interfere with standard electronic equipment, radio or television reception used in adjoining residences within the subdivision of which the LOTS are a part.

9. 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.

10. No animals, livestock, poultry, or other animal of any kind shall be raised, bred or kept on any LOT with the exception of not more than two (2) domesticated dogs, cats, or other customary household pets, provided they are not kept, bred or maintained for commercial purposes.

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

12. No LOT shall be used or maintained as a dumping ground for trash, rubbish or other waste. All trash, garbage or other waste shall be stored in covered sanitary containers, and all incinerators, containers or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

13. Except for existing facilities, all electrical, gas, telephone, cable television and other utility services shall be provided by underground service.

14. No clothing or other household fabrics shall be hung in the open on any LOT unless the same are hung from a retractable umbrella, retractable clothesline, or other retractable clothes hanging device which can be, and is, removed from view when not in use, and unless the same is enclosed by an approved fence or other approved enclosure at least six (6) inches higher than such hanging device or articles. No machinery or equipment shall be placed or operated upon any LOT except such machinery and equipment as is usual in the maintenance of a private residence.

15. Notwithstanding anything contained in this Declaration to the contrary, no owner of a LOT shall be relieved from compliance with the applicable zoning and subdivision ordinances of the City of Virginia Beach, Virginia.

16. Anything in this Declaration to the contrary notwithstanding, so long as, and during the period of time while, Declarant and/or any builder or other purchaser to whom Declarant has sold any LOT or LOTS, is constructing and selling DWELLINGS, Declarant reserves the right, for the benefit of itself and such builders or other purchasers to whom such right has been granted by Declarant, to maintain such model DWELLINGS, sales offices, signs and other offices and activities which Declarant may, in its sole discretion, deem advisable.

17. Invalidation of any one of the aforesaid easements, covenants, conditions, restrictions 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.

18. Declarant reserves unto itself the right to assign, alter, release or waive the requirements of any of the

easements, covenants, conditions, restrictions and reservations contained herein by an appropriate written instrument executed solely by Declarant (without notice to, or the requirement of the joinder in the execution thereof by, any other LOT owners), and duly recorded in the Clerk's Office wherein instruments affecting the LOTS are then recorded.

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

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



IN WITNESS WHEREOF, Bellamy Woods Associates has caused this Declaration to be executed in its name and behalf by its constituent general partners, thereunto duly authorized, as of the date hereinabove first mentioned:

BELLAMY WOODS ASSOCIATES, a Virginia general partnership

BY: Cavalier Service Corporation, a Virginia corporation, General Partner

By [Signature]  
President

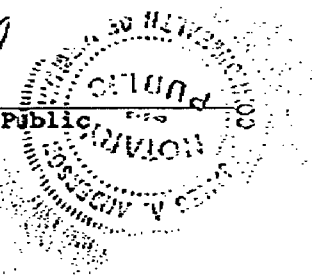
AND BY: Urban Associates-Four, a Virginia general partnership, General Partner

By Carolanne East Corporation, a Virginia corporation, General Partner

By [Signature]  
President

STATE OF VIRGINIA,  
CITY OF NORFOLK, to-wit:

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of June, 1985, by Alan C. Jensen, as President of Cavalier Service Corporation, General Partner of Bellamy Woods Associates, a Virginia general partnership, on behalf of said partnership.

[Signature]  
Notary Public  


My Commission Expires: 3/3/87

STATE OF VIRGINIA,  
CITY OF VIRGINIA BEACH, to-wit:

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of June, 1985, by Stanley Waranch, as President of Carolanne East Corporation, a Virginia corporation and General Partner of Urban Associates-Four, a Virginia general partnership and a General Partner of Bellamy Woods

Associates, a Virginia general partnership, on behalf of said partnership.

Mary L. West  
Notary Public

My Commission Expires: Feb. 7, 1988

VIRGINIA  
 On the 15th day of May 1985, before me, the undersigned Notary Public for the State of Virginia, personally appeared W. M. Stewart, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and that the tax imposed by §§ 59-511 of the Code has been paid in the amount of \$.....  
 W. M. Stewart  
 W. M. Stewart, Clerk