

AK 2724661795
 DECLARATION OF RESTRICTIONS

THIS DECLARATION, made this 15th day of April, 19 88,

by MSGP Inc., a Virginia Corporation.

W I T N E S S E T H :

WHEREAS, MSGP Inc. (hereinafter on occasion referred to as "Developer"; it being understood that "Developer" shall include its successors and assigns) is the fee simple owner of all those numbered lots located in the City of Virginia Beach, State of Virginia, as shown on those certain plats entitled: Lots 1 through 32, both inclusive, and Lots 36 through 40, both inclusive; "Subdivision of Bellamy Plantation at Jackson Farm, Phase 1, Kempsville Borough Virginia Beach, Virginia", which said plat is duly recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia in Deed Book 2722, at Pages 1109, 1110 and 1111.

WHEREAS, Developer intends to develop said lots shown on the plat, according to a common scheme of development, and it is the purpose of this Declaration to declare and make known the easements, covenants, restrictions, conditions and reservations to which said lots shall be subject;

NOW THEREFORE, Developer, does, by this instrument, declare and make known that said lots are held by it subject to the following easements, covenants, restrictions, conditions and reservations:

1. Each of said lots shall be used exclusively for residential purposes, and no building, wall fence, swimming pool, bathhouse, dock, bulkhead, aerial, antenna, dog house, tool shed, or other structure shall be placed upon any of said lots unless and until the plans and specifications have been approved in writing by Developer. All plans, specifications and plot plans shall be submitted in duplicate, with one set to be retained by Developer, if approved, and shall include a floor plan drawn to scale, front elevation, exterior coloring and a landscaping plan providing for a reasonable number of trees and shrubs. Each such building, exterior coloring, wall, fence, swimming pool, bathhouse, dock, bulkhead, aerial, antenna or other structure shall be placed on the lot only in accordance with the plans and specifications

so approved. Refusal of approval of plans and specifications by Developer may be based upon any ground, including purely esthetic grounds, which in the sole and uncontrolled discretion of Developer 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 structure shall be made without like approval. Developer reserves the right to designate from time to time one or more individual(s), association(s) or corporation(s) to act in the approval or rejection of such plans and specifications and for the enforcement of the provisions of this Declaration, and each such designee shall have the same powers and authority as are reserved to Developer for the administration, enforcement, and carrying out of the provisions of this Declaration. Authority shall continue and remain vested in each such designee until such time as Developer shall cancel and terminate the designation by an instrument under seal. If for any reason the powers so granted are terminated by court order or otherwise, then the same shall automatically revert to Declarant. Should Developer fail to approve or disapprove the plans and specifications submitted to it by an owner, within thirty (30) days after receipt of a written request, then such approval shall be deemed to have been given; provided, however, that no building or other structure shall be erected or be allowed to remain on any of said lots which violates any of the covenants, restrictions or conditions herein contained.

2. No structure shall be erected, altered, placed or permitted to remain on any of said lots, other than on detached single-family dwelling, not to exceed two and one-half (2½) stories in height, and other necessary buildings used in connection with said residence, including an attached garage for not more than two (2) cars; no garage apartment or similar structure shall be permitted.

3. Developer reserves easements for the installation, repair, maintenance and/or replacement of drainage systems, water mains, gas mains, electrical and telephone service and relocation thereof, in along, over, under, and across all streets, alleys, and public places

as shown on the plat and within the easements dedicated to the City of Virginia Beach, Virginia, as shown on the plat.

4. No noxious or offensive activity shall be carried on upon any of said lots, nor shall anything be done thereon which may be or may become an annoyance or nuisance to any adjoining lot or the neighborhood.

5. No trailer, tent, shack, garage, barn or other structure shall at any time be used as a residence, temporarily or permanently, on any of said lots, nor shall any residence of a temporary character be permitted thereon, nor shall any structure be moved onto any lot unless (i) it shall be in harmony with the existing structures in the subdivision, and (ii) it has been approved in writing by Declarant.

6. No owner shall keep or maintain any animal other than dogs or cats and no owner shall have more than two animals per home.

7. No residence shall be erected on any of said lots with less than 1,700 square feet of living space in the case of a one-story building or less than 2,000 square feet of living space in any residence of more than one story. Rooms over garage can be included for purposes of calculating square footage. 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 said lots shall be occupied until it has been substantially completed.

8. No fence will be allowed in front of the front line of any house. No fence shall be more than six (6') feet in height. Fencing material shall be either split rail, board on board, or stockade. All fencing shall be left at its natural color. Barbed wire, chain link and steel fences are specifically prohibited. All lots on golf course must be wood split rail. No outside stairway shall be permitted to any second floor and there shall be no antennas affixed to the exterior of any home. The lawns, shrubs and other exterior portion of each home shall be well kept and maintained by each owner and not allowed to deteriorate in condition or appearance. This provision is intended for the benefit of the owners of all property shown on said plat.

9. All oil and fuel tanks shall be buried in the ground, and no barrel or tank of any nature shall be permitted for storage in an exposed place on any of said lots.

10. All mail boxes shall be of traditional design made of wood material. 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.

11. No lot shall be used or maintained as a dumping ground for rubbish, garbage or other waste. All rubbish, garbage and other waste shall be kept in sanitary containers at all times, screened from public view except when placed on or by the street for collection during any regular collection day.

12. No driveway shall be constructed or maintained to or on any of said lots in such manner as to obstruct the normal drainage of the street on which said lot fronts, and to that end, such driveway shall have an apron of proper design.

13. Developer reserves unto itself the right to assign, alter, release or waive the requirements or any of the covenants, restrictions, conditions and reservations contained herein by an appropriate written instrument executed solely by Developer (without notice to, or the requirement of the joinder in the execution thereof by, any owner of any of said lots) and duly recorded in the aforesaid Clerk's Office.

14. Should any person or persons claiming by or under an owner violate or attempt to violate any of said covenants, restrictions, conditions or reservations, then owner or any other person or persons owning any of said lots may prosecute, by any proceeding at law or in equity, against the person or persons violating or attempting to violate any such covenant, restriction, condition or reservation, either to prevent him or them from so doing or to recover damages for such violation.

15. There shall be no assembling or disassembling of motor vehicles for repair purposes nor any major maintenance of motor vehicles undertaken where such activity will be visible from the sidewalk or adjacent properties by a person of normal height standing on the ground except that which is undertaken within the confines of a garage.

16. No building or any part, including garage, carport and porches, shall be erected on any lot closer than 30 feet to the inner sidewalk line or closer than 10 feet to either side lot line, or closer than 10 feet to the rear lot line (provided, however, that in case of corner lots the setback from the side street line shall be not less than 20 feet). where one and one-half or two or more lots are acquired as a single building site, the side lot shall refer only to the lot lines bordering the adjoining lot-owners. Notwithstanding anything to the contrary, the Developer shall have the right to permit reasonable modifications of the setback requirements where, in the discretion of the Developer, strict enforcement would actually prohibit or unreasonably restrict the use of the lot and where the Developer is satisfied that the granting of the Modification would alleviate a clearly demonstrative hardship as distinguished from a special privilege of convenience sought by the lot-owner.

17. No vehicles other than properly licensed, operating automobile, motorcycles or non-commercial pickup trucks shall be parked in front of the dwelling. Commercial trucks or vehicles shall include all trucks or vehicles that require a special business license for the operation thereof. Boat trailers and recreational vehicles are specifically prohibited. The term "commercial type vehicle" shall include all motor vehicles and vehicular equipment which shall bear signs or shall have printed any reference to any commercial undertaking or enterprise.

18. No completed building or one of modular construction shall be moved to any building site without prior written approval of the Grantor.

19. No clothes lines or drying yards shall be permitted unless concealed by hedges, lattice work, or screening acceptable to the Developer.

20. Satellite dishes and exterior antennae are prohibited. Solar collectors shall not be visible from the street in front of subject dwelling, as well as from street on adjoining or adjacent two lots. In the case of corner lots, solar collectors shall not be visible from the street in front of subject dwelling only. If, in the judgment of Developer, said appliances are in integral part of the architectural

design of the structure, they may be visible in front of the dwelling.

21. "Crawl space" type construction is required for the living space of the dwelling. Slab construction shall only be allowed for garage or other approved detached structures. All dwellings must provide for at least one garage accommodating, as a minimum, one 12-foot garage door.

22. Anything in this Declaration to the contrary notwithstanding, so long as and during the period of time while Developer and/or any builder or other purchaser to whom Developer has sold any of said lots is constructing and selling residences, Developer 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 Developer to maintain such model dwellings, sales offices, signs and other offices and activities which Developer may, in its sole discretion, deem advisable.

23. Except as otherwise provided herein, the aforesaid covenants, restrictions, conditions and reservations shall run with the title to each of said lots and shall be binding upon all parties and all persons claiming under or through the undersigned for a period of thirty (30) years from the date this Declaration is recorded, after which time said covenants, restrictions, conditions and reservations shall be automatically extended for successive periods of ten (10) years each, unless and until an instrument executed by the majority of the owners of said lots, agreeing to modify and/or amend such covenants, restrictions, conditions or reservations, in whole or in part, has been duly recorded in the aforesaid Clerk's Office. del
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24. Invalidation of any of these covenants, restrictions, conditions or reservations, by judgment or court order, shall in no way affect any of the other provisions which shall remain in full force and effect.

WITNESS the following signature:

M. S. G. P. INC.

By: [Signature]

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

The foregoing document was acknowledged before me this 15th day
of April, 1988 by Dennis D. Groth, Vice President,
of M. S. G. P. INC., on behalf of the
corporation.

[Signature]
Notary Public

My commission expires: 5/21/89

VIRGINIA: In the Clerk's Office of the Circuit Court of Virginia Beach 18 day
of April, 1988 at 12:43 this instrument was received and upon the
certificate of acknowledgment thereto annexed, admitted to record. "The tax imposed by §58.1-302 of the Code,
has been paid, in the amount of \$....."

TESTE: J. CURTIS FRUIT, Clerk

[Signature] D. C.