

LAKE PRINCE FARMS

SECTION TWO

DECLARATION OF PROTECTIVE RESTRICTIONS AND COVENANTS

WHEREAS, Colonial Farms, Inc., a Virginia Corporation, is the owner of the certain tract of land as shown on the map or plat of Lake Prince Farms which is recorded in the office of the Clerk of Circuit Court of the City of Suffolk, Virginia in Plat Book 5, Page 104, and

WHEREAS, Colonial Farms, Inc., has subdivided or intends to subdivide Lake Prince Farms, and to sell tracts for building sites therein, subject to certain protective restrictions, conditions, limitations, reservations, and covenants in order to insure the most beneficial development of Lake Prince Farms as a rural residential area, and to prevent any such use thereof as might tend to diminish the valuable or pleasurable enjoyment thereof,

NOW THEREFORE, Colonial Farms, Inc. hereby declares and makes known that the following restrictions, conditions, limitations, reservations, and covenants (hereafter referred to as "Protective Restrictions") are hereby imposed on Section Two of Lake Prince Farms (hereinafter referred to as the "Community"), and that these Protective Restrictions shall run with the land in the Community and shall be binding upon Colonial Farms, Inc., its legal representatives, successors and assigns (hereinafter referred to as "Declarant"), and upon all parties and persons claiming by, through or under Declarant, their agents, heirs, legal representatives, successors and assigns.

A. Structures and Other Improvements

1. Approval of Design and Location of Structures. In order to preserve a uniformity of beauty within the Community, no building, fence or other structure shall be erected, placed, moved into, maintained or in any way altered on any tract in the Community until the proposed building plans, specifications, exterior materials, and color or finish, plot plan (showing the drives and parking areas) and construction schedule shall have been approved in writing by Declarant or, by designation of Declarant, a three member architectural review committee elected by a 3/5ths (three-fifths) majority of the then property owners of record. In the event said committee is formed, member terms shall run for five year periods, and members may serve successive terms if reelected.

2. Location of Buildings. To assure that the location of residences in the Community will be staggered where practical and appropriate, so that the maximum amount of view and breeze will be available to each residence in the Community and that all permanent structures will be located with regard to the topography of each individual tract, with maximum distance between residences, and in a manner that will not encroach on the adjoining property owned by the City of Norfolk, Virginia, Declarant reserves upon itself the right to decide the precise site, elevation and location of any residence or other structure upon all tracts in the Community. Declarant shall exercise said right only after a property owner has been afforded a reasonable opportunity to select a site of his choice that will not cause a nuisance or hardship to an adjoining land owner (the existence of such nuisance or hardship to be determined at the sole discretion of Declarant) and that substantially conforms with the following minimum building line requirements. The minimum building setback line shall be two hundred (200) feet.

*[Handwritten signature and initials]*

Where more than one tract line fronts on a street, Declarant shall determine which is the front tract line and how improvements should be situated on such a tract. The minimum side and rear building lines for all structures shall be thirty-five (35) feet. Exceptions to these requirements may, in some cases, be necessary due to tract shape, soils, or topographic conditions. Declarant reserves the right to grant exceptions to set-back and sideline requirements if it deems it to be necessary and reasonable and in keeping with the general intent of these restrictions. In no case shall such exceptions be in conflict with the ordinances imposed by the City of Suffolk.

All buildings, including accessory buildings (paragraph 9, below), must comply with all Codes and Ordinances set forth by the City of Suffolk.

In the event Declarant fails to approve, modify or disapprove, in writing, an application within thirty (30) days after plans and specifications have been submitted in writing to it, in accordance with adopted procedures, approval will be deemed granted. The applicant may appeal an adverse Declarant decision to the then property owners, who may reverse or modify such decision by a ~~three-fourths (3/4ths)~~ three-fifths (3/5ths) vote of the said property owners of record.

3. Minimum Dwelling Size. The floor area of the enclosed portion of the main structure (residence) on any tract shall not be less than 1500 square feet for a one-story structure, or 1750 square feet for a one and one-half or two-story structure, exclusive of porches, garages and basements.

4. Completion of Exterior/Materials. The exterior of all residences and other permanent structures in the Community shall be completed within six (6) months after the commencement of construction except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities. No structure shall be used at any time either temporarily or permanently as a residence until the exterior of such structure is completed. The exterior must be constructed of a permanent material and no asbestos siding or exposed cinder or cement blocks shall be permitted.

5. Landscaping and Excavation. No clearing, filling, grading, excavating, or tree removal will be done until detailed plans for such work proposed to be done on any tract shall have been submitted to and approved by Declarant. Careful attention shall be given to any such work that is to take place on or adjacent to the land which slopes toward Lake Prince to assure that erosion and sedimentation is minimized. Generally, ground cover (i.e. leaves, topsoil) on slopes may not be removed and any saplings or small bushes removed shall be cut close to the ground leaving the root system intact, except, however, those areas which must be cleared and/or excavated for homes and accessory buildings as approved by Declarant and/or the City of Norfolk. Any areas where ground cover and/or tree removal is approved (i.e. basement excavation) must be stabilized by the tract owner. A stabilization and erosion control plan must be submitted along with landscaping plans and excavating plans for approval. All vegetation thinning and removal on tracts as shown on the recorded subdivision plats of Lake Prince Farm (except approved excavation areas) must be done by hand unless otherwise approved in advance by Declarant. Any vegetation thinning and removal on the property of the City of Norfolk must be approved by the Norfolk Department of Utilities prior to any such thinning or removal. Information concerning the procedure for any request to thin and remove vegetation on City of Norfolk property may be obtained from the Declarant.

6. Enclosure Requirements. All service utilities, fuel tanks, woodpiles (wood for fireplace use excepted), and trash and garbage accumulations are to be enclosed within a fence or wall of type, size and location approved by Declarant so as to preclude the same from causing an unsightly view from any highway, street, right-of-way or other residence within the Community.

7. Fencing. Each owner of tracts in the Community desiring to construct a fence shall submit, prior to construction, plans for such fence delineating the size, design, texture, appearance and location thereof and the design of such screen or cover for approval by Declarant. Fences shall be of treated wood construction and no chain link or wire fence shall be permitted, except in a small area to house domestic pets or as a safety enclosure for children or animals, provided that its location and appearance will not cause a nuisance to adjoining property owners. Approval of any and all fencing must be given prior to construction in accordance with Paragraphs A-1 and A-2 above. The applicant may appeal an adverse Declarant decision to the then property owners, who may reverse or modify such decision by ~~the then property owners~~ <sup>three-fifths (3/5ths)</sup> vote of the said property owners of record.

8. Temporary Structures. No structure of a temporary character, including but not limited to a mobile home, trailer of any kind, tent, shack, or other outbuilding shall be used for living quarters or allowed on any tract in the Community at any time either temporarily or permanently. Temporary structures may be used for the storage of materials for the convenience of workmen during the erection of residences or other permanent structures upon such tract, and as may be required by Declarant during the period of development and sales. No temporary structure for the storage of materials or convenience of workmen shall be used on any tract at any time as a residence either temporarily or permanently.

9. Accessory Buildings. Separate family or guest quarters, greenhouses, garages, barns and other outbuildings will be permitted provided that ~~plans for such construction~~ <sup>plans for such construction</sup> are aesthetically pleasing and in keeping with the appearance of the main residence; and that such buildings are approved prior to construction in accordance with Paragraphs A-1 and A-2 above. Any such buildings approved and subsequently constructed shall be kept in good repair and appearance.

10. The design and size of mail boxes and newspaper boxes must be approved by Declarant.

#### B. Use of Tracts Within the Community

1. Use to Be Solely Residential. Each tract in Section ~~XXXXXX~~ <sup>2</sup> of the Community shall be used exclusively for residential purposes and no more than one (1) single family dwelling shall be erected on any one (1) tract as shown on the subdivision map, with exception of separate guest, family or maid housing as approved by Declarant and the City of Suffolk. If one owner acquires two or more adjoining tracts, the adjoining one or more tracts may be used together as the site for a single building, in which event the side line easements referred to in Paragraph 2 of Part C hereof shall apply to the outside perimeter property line of such adjoining tracts. No tract shall be subdivided, nor shall its boundary line be changed, except with the written consent of Declarant. Declarant hereby expressly reserves to itself the right to replat any two (2) or more tracts shown on the plat of the Community in order to create a modified building tract or tracts; and to take such steps as are reasonably necessary to make such replatted tracts suitable and fit as building sites, including, but not limited to, the relocation of easements, walkways and rights-of-way to conform to the new boundaries of such replatted tracts; provided, however, that no replatted tract contains less than 40,000 square feet of land and all tracts shall front upon a street or roadway dedicated for public use. The provisions of this Declaration shall apply to each such tract as created.

2. Commercial Use Prohibited. No tract in the Community shall at any time be used or occupied for the manufacture, distribution, or sale of any articles or for any commercial purpose of

any kind or character whatsoever, or for the carrying on of any business, or a hotel, motel, rooming house or boarding house, except as provided in Paragraph B-1 hereof, and as excepted below:

rural  
residential

Farming operations shall not be construed as commercial for purposes of interpretation of these restrictions. A "home business" as approved by the City of Suffolk under the existing ~~agxxxxxxx~~ zoning is excepted from this provision as is the raising of horses, cattle, and other farm animals. However, Declarant reserves the right to disallow any of the above exceptions if such are, in Declarant's sole discretion, found at any time to be in violation of the provisions set forth in this document and more specifically in Paragraphs B-7 and C-1 below.

[illegible]

4. Sewage Disposal. Prior to occupancy of a residence on any tract in the Community, proper and suitable provision shall be made for the disposal of sewage by means of a septic tank or tanks constructed on such tracts. All sewage shall be emptied or discharged into such tanks. No sewage shall be emptied or discharged upon any tract; nor may any sewage disposal system be used, unless such system is designed, located, constructed, and maintained in accordance with the requirements, standards and recommendations of the appropriate public health authority.

5. Parking Space. Each property owner in the Community shall provide off-street parking space for at least two automobiles prior to the occupancy of any dwelling constructed on such tract. Such provisions shall be made in accordance with reasonable standards established by Declarant, and approval of a site plan under Paragraph A-1 above shall constitute compliance with this provision.

6. Signs. No signs shall be erected or maintained on any tract in the Community without the owner of such tract having first obtained permission of Declarant, except as may be required by legal proceedings. If such permission is granted, Declarant reserves the right to restrict the size, color and content of such signs. Permissible signing shall include names of property owners, titles, and/or a given name for the property itself. Only one such sign shall be permitted on any one tract.

[illegible][illegible]

## 7. Nuisances.

(a) Dogs, cats, and other household pets may be kept on a tract provided that they do not create a nuisance for bordering property owners. Horses, cows, and other farm animals, except swine, may be kept on a tract provided that there is no more than one (1) large farm animal (i.e. - horses, cows, sheep) and no more than three (3) small farm animals (i.e. - ducks, geese, chickens) per acre owned, and that enclosure and fencing as approved by Declarant has been provided by the property owner, and

that the same does not create a nuisance for bordering property owners. Under no circumstances will swins or dog kennels be permitted on any tract. All dogs must be kept on a leash when they are outside the owners' premises and must not become a nuisance to other residents by barking or other acts.

(b) Garbage and rubbish receptacles shall be in complete conformity with sanitary regulations and shall not be visible from the street except when placed adjacent to Gardner Lane for public garbage collection.

(c) Clothes lines or drying yards shall be so located as not to be visible from the street serving the premises.

~~(d) All buildings must be of the concrete type constructed with brick or stone.~~

(e) No unsightly and/or odiferous brush, grass, debris, rubbish, trash, or materials of any kind, or condition allowed to exist which constitutes a nuisance shall be permitted on any tract and all tracts, improved or unimproved, shall be maintained in a neat and sightly manner at all times. No junk cars, trucks or buses or other vehicles or equipment shall be permitted on any tract in the community. All vehicles kept on any tract which are in sight of the road or adjoining owners must be in good physical appearance and must meet all legal requirements to operate on public roads. All trucks in excess of 3/4 ton, camping vehicles, trailers, boats and boat trailers and any other similar personal property shall be kept out of sight in an enclosure that meets the building and fencing requirements contained herein. If any of the conditions hereinabove stated are allowed to exist on any tract, and the property owner has not complied with the removal of or the improvement to such conditions within thirty (30) days after written notice from Declarant, its agents or assigns, said Declarant shall have the right to enter upon a tract and remove, cut, clear or improve said conditions without the same being deemed a trespass, and the cost of such services shall become a lien on the tract until paid by the property owner. This provision shall not be construed as an obligation on the part of Declarant to provide removal, cutting, clearing or improvement services on any of the tracts in the Community.

(f) No noxious or offensive trade or activity shall be permitted to be carried on upon any tract, nor shall anything be done thereon which shall become a nuisance to the neighborhood.

#### C. Maintenance of Tracts and Structures

1. Maintenance of Buildings and Other Structures. All buildings, structures and their appurtenances in the Community shall be maintained by the owners thereof in a suitable state of repair; and in the event of destruction by fire or other casualty, the premises shall be cleared and debris shall be removed within ninety (90) days from the date of such casualty. It shall be the responsibility of each property owner to prevent the development of any unclean, unsightly or unkept conditions of buildings and other structures or grounds on his tract which shall tend substantially to decrease the beauty of the specific neighborhood and the Community as a whole. If any of the conditions hereinabove stated are allowed to exist on any tract, and the property owner has not complied with the removal of or the improvement to such conditions within thirty (30) days after written notice from Declarant, its agents or assigns, said Declarant shall have the right to enter upon a tract and remove, cut, clear or improve said conditions without the same being deemed a trespass, and the cost of such services shall become a lien on the tract until paid by the property owner. This provision shall not be construed as an obligation on the part of Declarant to provide removal, cutting, clearing or improvement services on any of the tracts in the Community.

**2. Creation and Maintenance of Easements for Utilities, Drainage, and Access.**

(a) Declarant reserves a perpetual, alienable and releaseable easement and right on, over and under the ground for poles, wires, cables, conduits and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, or other public conveniences or utilities, on, in, over or under the front and rear ten (10) feet or each tract in the Community and ten (10) feet along the sides of each tract, along natural drains, or such other areas as are shown on the applicable plat. No structure of any nature shall be built upon property subject to such easement, and such property shall at all times be open to Declarant and any public service corporation which may require the use of such easement. These easements and rights expressly include the right to cut any trees, bushes, or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. Such rights may be exercised by a licensee or agent of Declarant, but this reservation shall not be considered an obligation of Declarant to provide or maintain any such utilities or service.

(b) A perpetual license easement and right of way of ingress and egress has been reserved over tracts 1, 2, 3, and 4 as shown on the aforesaid plat of Lake Prince Farms, Section 2, and shall run with the said tracts and be applicable to all successors and assigns regardless of any amendments, modifications, alterations, or invalidation of these restrictions. Each of the five (5) tracts in Section Two shall be subject to payment of an annual assessment for maintenance of the said right of way of not more than \$100.00 unless increased, reduced, or removed by a three-fifths (3/5ths) majority of the owners of the five tracts in Section Two of Lake Prince Farms signing, acknowledging and recording an instrument for that purpose from time to time. Said assessments shall become a lien on each tract until paid, which lien shall be inferior to any valid first mortgage deed of trust placed thereon. Said assessment shall become due and payable on January 1st of each year, beginning January 1, 1982, and shall be made to Declarant or assigns. Declarant or assigns shall have the power to collect any unpaid assessment by appropriate legal means including actions at law.

**D. Modification of Protective Restrictions**

Declarant reserves the right to include in any contract or deed hereinafter made or entered into, such modifications and/or additions to these Protective Restrictions, which will, in the opinion of Declarant, raise the standards or enhance the desirability of the Community as a residential area. Such reservation shall not be construed as authorizing Declarant to relieve any purchaser of any tract in the Community, in whole or in part, from any of the Protective Restrictions set forth herein. With such concurrence of the owners of three fifths (3/5ths) of the tracts in Section Two any of the Protective Restrictions set forth herein may be amended, modified, changed or eliminated by the said 3/5ths majority signing and recording in a lawful manner an instrument to such effect.

**E. Enforcement of Protective Restrictions**

In the event of a violation or Breach of any of the Protective Restrictions set forth in this Declaration by any owner of property in the Community or agent of such owner, the Declarant and the owners of tracts in the immediate neighborhood or elsewhere in the Community or any of them singularly, jointly, or severally shall have the right to proceed at law or in equity to compel compliance with the terms and conditions hereof and to prevent the violation or breach of such Protective Restrictions. The failure of Declarant or of any other party so entitled to enforce any Protective Restriction contained in the Declaration,

however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach or as to a breach occurring prior to or subsequent thereto, and shall not bar or affect its enforcement. The invalidation by any court of any Protective Restriction contained in the Declaration shall in no way affect any of the other Protective Restrictions which shall remain in full force and effect.

F. Terms of Protective Restrictions

Unless previously altered, modified, amended, changed or eliminated pursuant to Part D hereof, all Protective Restrictions contained in this Declaration shall run with the land subject thereto and shall be binding upon the owners thereof and all persons claiming under them their agents, heirs, legal representatives, successors and assigns for a period of ten (10) years from the date of execution of this Declaration, at which time such Protective Restrictions shall be automatically extended for successive periods of ten (10) years. In the event any Protective Restriction set forth herein is invalidated by any court and Declarant fails to exercise its right under Part D hereof to replace such invalidated Protective Restriction within six (6) months of its invalidation, a three-fifths (3/5ths) majority of the then property owners at any time thereafter may, by signing and recording an appropriate instrument, replace such invalidated Protective Restriction with a Protective Restriction governing the subject matter of the invalidated Protective Restriction.

THIS DECLARATION OF PROTECTIVE RESTRICTIONS AND COVENANTS DOES NOT APPLY TO SECTIONS ONE AND THREE AS SHOWN ON THE AFORESAID SUBDIVISION PLAT OF LAKE PRINCE FARMS.

COLONIAL FARMS, INC.

By

*G. P. Jackson*

President

ATTEST:

*Danny O. Barnes*

Secretary

STATE OF VIRGINIA,

CITY OF SUFFOLK, to-wit:

The foregoing instrument was acknowledged before me this 3rd day of November, 1981, by G. P. Jackson, President and Danny O. Barnes, Secretary of Colonial Farms, Inc., a Virginia corporation, on behalf of the Corporation.

My commission expires October 6, 1982.

*Margaret Ann Koyce*

Notary

VIRGINIA:

In the Clerk's Office of the Circuit Court of the City of Suffolk, the 3rd day of November, 1981.

This instrument, with the certificate annexed was presented for, and admitted to record at 2:10 P.M.

St. Tax

Test: Henry C. Madden, Clerk

By: *John Lynn Wilcox*