

FIRST COLONY

1963

BOOK 92 PAGE 245

RESTRICTIONS, COVENANTS AND RESERVATIONS
APPLICABLE TO CERTAIN PROPERTY OF FIRST
LAND CORPORATION IN JAMES CITY COUNTY,
VIRGINIA

First Land Corporation hereby declares and sets forth that it is the sole owner of all of the land shown upon the plats entitled, "FIRST COLONY, PORTION OF SECTIONS ONE AND TWO, JAMES CITY COUNTY, VIRGINIA", "FIRST COLONY, SECTION THREE, JAMES CITY COUNTY, VIRGINIA", and "FIRST COLONY, SECTION FOUR, JAMES CITY COUNTY, VIRGINIA", all three plats being dated June 29, 1963 and made by S. V. Camp, III & Associates and recorded in Plat Book 21 pages 4, 5 and 6 respectively, in the Clerk's Office of the Circuit Court of James City County, Virginia; and that the following restrictions, conditions and reservations shall be covenants running with the land and applicable and binding upon the present and future owners of all of the lots of land shown on said plats, for a period of twenty-five (25) years from the date this instrument is recorded, and thereafter as hereinafter set forth, namely:

1. No lot shall be used except for residential purposes unless designated otherwise on the aforesaid plats, and no lot shall be subdivided without the written consent of First Land Corporation.
2. Not more than one single family dwelling house, together with such outbuildings, guest house or detached garage as may be approved as hereinafter set forth, shall be erected on each lot.
3. Before construction is commenced on any lot of a dwelling house, or other building or structure of any nature, including but not limited to fences, or any addition to existing buildings or structures, an application in writing for permission to erect such structure shall be made to the Building Committee of First Land Corporation, which application shall be accompanied by plans and specifications for the same, plot plan showing proposed placement of the structure upon the lot and such additional information as to exterior materials and architecture as may be called for by said Building Committee, and construction thereof shall not be commenced until approval therefor has been given in writing by said Building Committee. The said Building Committee shall in writing, promptly report its action on such application to the applicant and return to him the aforesaid documents. The standard to be applied relative to

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such application shall be determined and/or changed by the Building Committee from time to time as it, in its sole discretion, shall determine as desirable to assure harmony of exterior design, appearance, materials and placement of buildings and structures within the subdivision.

4. No piers, wharfs or other structures shall be erected in either the James River or Lake Fausheugh unless and until the plans and specifications therefor shall have been presented to and approved in writing by the aforesaid Building Committee.

5. First Land Corporation, in its sole discretion, may determine when and if it is advisable to delegate the authority of the Building Committee, as above set forth, permanently to a committee composed of residents of the subdivision. Should the corporation determine to delegate such authority it shall do so by written instrument to be recorded. After such recordation the committee so designated shall succeed to all powers and obligations of the Building Committee of First Land Corporation, hereinafter referred to, and the committee so designated may thereafter formulate its own plans of procedure and execution.

6. Upon the construction of any dwelling, unless and until a sewage disposal system is used, there shall also be constructed, operated and maintained an adequate septic tank with adequate laterals, which septic tank and laterals must comply with the requirements of the State Health Authority of the Commonwealth of Virginia and James City County as such requirements may exist from time to time.

7. No noxious or offensive activity shall be carried on upon any lot, no trailer shall be kept on any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

8. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

9. Lake Fausheugh, as shown on said plat, shall be for the exclusive and mutual use of the property owners abutting thereon and their invitees, all of whom shall use the same at their own risk and with no liability on the part

of First Land Corporation. No gas powered boat or other craft using a motor with an objectionable noise shall be used on said lake, and no swimming shall be permitted in said lake. The right is reserved by First Land Corporation to raise the level of the lake an additional twenty-four (24) inches beyond the level as shown on said plat.

10. The area between the boundary line of any lot in the subdivision and the surface of any adjoining street or road shall be kept cleared by the owner of such lot of all brush, tall grass and weeds. If such owner fails to perform this covenant then First Land Corporation shall have the right to perform the same and such lot owner agrees hereby to reimburse it for the expense occasioned thereby.

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

12. There is expressly reserved from any conveyance of any or all lots of said subdivision a perpetual easement of right of way and access for installing, laying and maintaining poles, wires, conduits and other equipment for water, sewers, gas or other utilities over, through or across the streets, roads or rights of way and easement areas as shown on said plat and the right to use said streets, roads, rights of way or easement areas for other services deemed beneficial by First Land Corporation to the property owners of said lots.

13. Property owners shall have the right to use in common with other property owners and the public the road areas shown on said plat for public passage thereover, -- it being understood and agreed -- that First Land Corporation intends to dedicate said roads to the appropriate public authority as public roads and reserves the right to do so.

14. First Land Corporation reserves the right, at its own expense, to re-grade lots fronting on James River back to the iron pins as shown on said plat.

15. All lots and lot owners are subject to the terms and conditions of that certain Agreement, dated July 15th, 1953, between First Land Corporation and Sydnor Pump and Well Company, Inc., recorded in the Clerk's Office of the Circuit Court of James City County, Virginia in Book 92, page 227, et seq.

16. No facilities or agencies which may be designated by the Department of Health of the State of Virginia as actually or potentially contaminating, insofar as water mains, pipes and lines are concerned, will be placed within a distance of ten (10) feet from any water mains, pipes or lines laid, maintained or operated upon, through, over or across any of the streets or easements shown on the aforesaid plats.

17. These conditions and restrictions shall inure to the benefit of and be enforceable by any and all lot owners, or by First Land Corporation, and the invalidation of any one of them by judgment or court order shall in no wise affect any of the others which shall remain in full force and effect.

18. The restrictions, conditions, and reservations set forth in this instrument shall, after the expiration of twenty-five (25) years from the date of recordation of this instrument, be automatically extended for successive periods of ten (10) years unless by a vote of the majority of the property owners in said subdivision they shall be changed in whole or in part or terminated, which change shall be evidenced by a recorded instrument.

19. This instrument shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns heirs and personal representatives.

VERNON M. GEDDY, JR. and GARIBER T. BROWN^{2c}, Trustees under that certain deed of trust on the property shown on said plats and other property, dated November 8, 1962 and recorded in Deed Book 88, page 106, join in this instrument for the purpose of consenting to the restrictions, conditions and reservations herein set forth.

IN WITNESS WHEREOF the said VERNON M. GEDDY, JR. and GARIBER T. BROWN, Trustees, have hereunto set their hands and seals, and the said FIRST LAND CORPORATION has caused these presents to be executed in its behalf by its President and its corporate seal hereunto affixed, duly attested by its Secretary, officers in this behalf first duly authorized, all this 7th day of August, 1963.

FIRST LAND CORPORATION

By J. D. Allan
President



John Marshall
Secretary

Vernon H. Goddy, Jr. (SEAL)
Vernon H. Goddy, Jr., Trustee

Gardner T. Brooks (SEAL)
Gardner T. Brooks, Trustee

STATE OF VIRGINIA

Ct of Newport News, to-wit:
I, Beaverly S. Deane, a Notary Public in and for the
Ct and State aforesaid, whose commission expires on the 4th day
of April, 1964. Do hereby certify that J. B. Gille
and John Marshall, President and Secretary, respectively, of
FIRST LAND CORPORATION, whose names are signed to the foregoing writing or
instrument, hereto annexed, bearing date on the 29th day of August, 1963,
have acknowledged the same before me in my Ct and State aforesaid.
GIVEN under my hand this 29th day of August, 1963.

Beaverly S. Deane
Notary Public

STATE OF VIRGINIA

County of James City, to-wit:
I, Beaverly S. Deane, a Notary Public in and for the
County and State aforesaid, whose commission expires on the 4th
day of April, 1964. Do hereby certify that VERNON H. GODDY, JR.
and GARDNER T. BROOKS, Trustees, whose names are signed to the foregoing
writing or instrument, hereto annexed, bearing date on the 29th day of
August, 1963, have acknowledged the same before me in my County and
State aforesaid.
GIVEN under my hand this 29th day of August, 1963.

State of Virginia,
City of Williamsburg and County of James City, to-wit:
Beaverly S. Deane
Notary Public

In the office of the Clerk of the Court for the City and County,
aforesaid, on the 29th day of August, 1963, this deed and restrictions
was presented and with the certificate annexed, admitted to
record at 7:25 P.M.

Teste: Beaverly S. Deane
Notary Public