

RESTRICTIONS
FIRST COLONY ESTATES, SECTION ONE
JAMES CITY COUNTY, VIRGINIA

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, FIRST COLONY ESTATES, INC., a Virginia corporation, is the owner of that certain tract of land situate, lying and being in Grafton District, James City County, Virginia, being comprised of Lots Numbered One (1) through Sixteen (16), inclusive, as shown on that certain plat entitled, "FIRST COLONY ESTATES, PHASE I, JAMES CITY COUNTY, VIRGINIA", made by Langley and McDonald, a professional corporation, Engineers, Planners, Surveyors, dated April 11, 1986, and recorded in Plat Book 42, Page 63, in the Clerk's Office of the Circuit Court for the County of James City, Virginia, and

WHEREAS, the aforementioned owner of the above described property desires that the lots embraced in said tract and shown on said plat shall be held and sold subject to certain restrictive covenants;

NOW, THEREFORE, FIRST COLONY ESTATES, INC., a Virginia corporation, does hereby declare, covenant and agree, for itself and its successors and assigns that said lots as shown on said plat shall be hereafter held and sold subject to the following conditions and restrictions, to-wit:

1. APPROVAL OF BUILDING PLANS. Prior to the construction or making of any improvements on any lot within the subdivision, the owner of a lot shall submit plans and specifications together with a site plan or sketch to FIRST COLONY ESTATES, INC., for its approval. FIRST COLONY ESTATES, INC., its successors or assigns, shall have the sole right to approve such plans up to and including September 30, 1996, and at any time prior to such date FIRST COLONY ESTATES, INC. shall have the right to designate an agent or committee to approve such plans in its place and stead. Any plans and specifications not rejected in writing within 30 days after being submitted shall be deemed approved as submitted.

2. LAND USE AND BUILDING TYPE. No lot shall be used

except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage. A one story dwelling shall have a minimum of 1500 square feet, exclusive of open porches and garages and a two story dwelling shall have a minimum floor area of 2000 square feet, exclusive of open porches and garages.

3. BUILDING LOCATION. No building shall be located on any numbered building lot shown upon the said plat unless the front of said building faces the front of the lot upon which it is located, nor shall any building be located on any lot nearer to the front lot line than the minimum building set-back line which shall be thirty (30) feet.

4. SEWAGE DISPOSAL. Every dwelling unit constructed within this subdivision shall be connected to the public sewer disposal system.

5. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the record plat of the subdivision.

6. UNDERGROUND ELECTRICAL AND TELEPHONE SERVICE. Neither poles nor other structures for the carrying or transmission of electric power or telephone line or cable, elevated or carried above the surface of the land or ground, and not completely enclosed within some building or structure permitted under the provisions of these restrictions, shall be erected, altered, placed or permitted to remain upon either; (1) any lot in the subdivision, or (2) in or upon any street, alley, sidewalk, curb, gutter or easement or right-of-way included within the subdivision. All electric and telephone services facilities constructed or placed within the subdivision, unless completely enclosed within some building or structure permitted under the provisions of these restrictions must be carried, housed or placed beneath the surface of land in the subdivision.

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

8. FENCES. Only wooden fences not exceeding four feet in height may be placed within the area in the front of the minimum building set-back line on any lot within the subdivision. Metal fences and wooden fences not exceeding the County height regulations may be placed in the rear yard of any lot.

9. TEMPORARY STRUCTURES. No structure of temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot as a temporary residence.

10. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or similar household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose and further provided that when outside of the lot where their owner lives, they shall be under control.

11. SIGNS. 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, or a sign advertising the property for sale or rent of not more than three square feet, or a sign used by a builder to advertise the property during the construction and sales period of not more than five square feet.

12. GARAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition to the rear of the dwelling concerned.

13. HEATING AND AIR CONDITIONING EQUIPMENT. No air conditioning or heating equipment shall be placed in front of any residence, and no storage tanks erected above the ground shall be permitted with the exception of solar heating or energy panels or collectors which shall be allowed on the front portion of dwellings.

14. TRAILERS, BOATS, CAMPERS & MOBILE EQUIPMENT. No trailers, boats, campers or other mobile equipment except passenger automobiles and small trucks may be parked on the

streets or on any lot within the front property set-back line.

15. SUBDIVISION OF LOTS. None of the lots as shown on the said plat recorded in Plat Book 42, Page 63, may be subdivided into smaller or additional lots, provided, however, that this provision shall not prohibit the adjustment of lot lines if necessary so long as no new or additional lots are created.

16. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of Twenty-Five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of Ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change the said covenants in whole or in part.

17. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain a violation or to recover damages, reasonable attorney's fee and court costs or both.

18. SEVERABILITY. Invalidation of any one of these covenants by judgement 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 and seal.

FIRST COLONY ESTATES, INC.,
a Virginia corporation

By: David M. Murray
DAVID M. MURRAY, President

STATE OF VIRGINIA
City of Newport News, to-wit:

I, Sydney L. Saunders, do certify that David M. Murray, President of FIRST COLONY ESTATES, INC., has acknowledged the foregoing instrument before me this 15th day of October, 1986.

[Signature]
VIRGINIA - City of Williamsburg and County of James City, to-wit:
Notary Public
In the Clerk's office of the Circuit Court of the James City County of Williamsburg and County of James City the 15th day of Oct, 1986. This Plat was presented with certificate annexed and admitted to record at 11:15 o'clock
Teste: Helen M. Ward, Clerk
by [Signature]
Deputy Clerk

My commission expires: 2/25/90