

SHELLBANK
1955

B

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The land conveyed herein expressly includes the bank and beach area between the aforesaid baseline and the low water line of the James River bounded by an extension of the lot lines that pass through the baseline at the aforesaid points located 100 feet apart on the baseline.

The grantors expressly reserve from this conveyance a right of way across the northern one-third of Lot No. 8 for the sole purpose of conveying an easement of right of way to the Virginia Electric and Power Company or other utility company so that electric power may be supplied to other lots, as well as to Lot# 8.

Together also with the right to use in common with others the road shown on said blueprint map as Shellbank Drive, of the width of 40 feet, the road leading to and joining State Route 25, of the width of 50 feet, and the small beach located on the downstream or southeast side of the mouth of Deep Creek where it flows into the James River, the extent of which will be shown on a blueprint map to be recorded at the James City County Clerk's Office, but the use of said two roads is subject to the provisions hereinafter contained.

TO HAVE AND TO HOLD the said land unto and by the said Calvin King Johnston and Nancy Miller Johnston, husband and wife, as tenants by the entireties with the right of survivorship as at common law, by reason of which upon the death of the first of the said grantors dying, the part of the one so dying first shall belong fully, completely, absolutely, and in fee simple to the survivor of the said Calvin King Johnston and Nancy Miller Johnston.

THIS conveyance is made subject to the following covenants, provisions, and restrictions, which shall run with the land, the title thereto, and bind the land hereby conveyed until May 1, 2005, at which time they will terminate and become of no further force and effect:

1. The land hereby conveyed shall not be sold, conveyed, devised, leased, or devised except as a whole undivided entity of one lot, as shown, designated, and defined on said blueprint map; and there shall be no lessening of the size of any such lot or changes in its lines or dimensions except only such as may result from the changes by proper authority of the lines of a road upon which it abuts. These provisions shall not prevent the owner or owners of two or more lots shown on said blueprint map from disposing of one or more entire lot or lots.

2. Not more than one residence building, other than the usual outbuildings and garages appurtenant to a dwelling and other

than docks and boathouses appurtenant to a waterfront dwelling and for use by the owner or occupant for pleasure purposes only, shall be erected on any one lot. No garage or garages shall be constructed to house more than three automobiles unless the owner has title to two or more adjoining lots.

3. No improvements, other than the usual outbuildings and garages, may be erected on said lot except a dwelling designed for single family occupancy and must be used for single family occupancy; no building erected on said lot, except such outbuildings, shall be used or occupied otherwise than for residential purposes; no hotels or boarding houses shall be erected or conducted on said premises, but it is permissible hereunder to rent out not more than two rooms; and to board occupants thereof, not over two persons per room. These provisions shall not prevent the erection of an apartment over any garage, and such apartment may be rented out as a whole.

4. Neither the said lot nor any improvements thereon shall be sold, leased, demised, conveyed, devised, or otherwise disposed of to, or be held or occupied by, any person not of the Caucasian race or any body politic or corporate composed of or controlled by persons not of the Caucasian race; but this provision shall not prevent one or more domestic servants from living on any such premises provided the employer-occupant shall also be in residence thereon.

5. The grantors reserve the right to dedicate the road shown as Shellbank Drive on said blueprint map, of the width of 40 feet, and the road leading out to Route No. 5, of the width of 50 feet, to the County of James City, or the Commonwealth of Virginia, or any future town in Virginia, or otherwise for the name to be taken over and constitute a public road, street, or highway. The grantors reserve to themselves the right to grant easements over, along, and under the said roads for the installation, operation, and maintenance of gas, water, sewer, electric light and power, telephone and telegraph lines, mains, conduits, poles,

wires, fixtures, manholes, and other needful accessories, and for other utilities of a public nature. The grantors also reserve the right to install, operate, and maintain a water line or lines over, along, and under the said roads.

6. No part of said land or any buildings heretofore or hereafter erected thereon shall be used for any purposes or in any manner which will create a nuisance or which will make such use of said premises injurious or offensive to a good residential neighborhood.

7. No residence, garage, or other outbuilding shall be erected nearer than 15 feet to the said Shellbank Drive on the herein conveyed Lot No. 5 as shown on said blueprint map nor nearer than 5 feet to the lines of the adjoining lots as shown by said map.

8. No building, dwelling house, or outbuildings shall be erected on said lot except in accordance with plans and specifications of the exterior construction thereof that have approved in writing by a committee of, or appointed by the grantors, their heirs, or assigns; provided, however, that if such committee fails to approve or disapprove such design and location within thirty days after such plans have been submitted to it or if no suit to enjoin the erection of such building has been commenced prior to the completion thereof, such approval will not be required.

9. Any one story residence must cover not less than 1100 square feet of ground area; any 1½ story residence must cover not less than 1000 square feet of ground area; and any 2 or 2½ story residence must cover not less than 900 square feet of ground area. All minimum floor areas required are exclusive of porches and carports.

10. No stables of any kind shall be maintained on the premises, and no fowl or animals may be kept on the premises other than domestic dogs, cats, or caged birds of the owner's immediate family.

11. No trailer, basement, tent, shack, barn or other outbuilding erected on any lot shall at any time be used as a resi-

dence, temporary or otherwise, nor shall any residence of a temporary character be permitted.

11. The grantees may install culverts of approved size and material and placed at elevations required by the grantors or public authority on their lot or in the ditch along said Shellbank Drive as may be necessary to protect the proper drainage of said road.

12. Invalidation of any one these covenants, conditions, agreements, restrictions and limitations by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

The grantors covenant that they have the right to convey the said land to the grantees; that they have done no act to encumber the said land; that the grantees shall have quiet possession of the said land free from all encumbrances; and that the grantors will execute such further assurances of the said land as may be requisite.

The grantees unite in the execution of this deed to evidence their consent to the terms and provisions hereof.

Witness the following signatures and seals:



Clyde C. Hall (SEAL)
Beulah B. Hall (SEAL)
Charlotte S. Brooks (SEAL)
Anna S. Hall (SEAL)
Calvin King Johnston (SEAL)
George Miller Johnston (SEAL)

STATE OF VIRGINIA

COUNTY OF JAMES CITY, to-wit:

I, Channing M. Hall, Jr., a notary public in and for the county and state aforesaid, do certify that Clyde C. Hall, Beulah B. Hall, Charlotte S. Brooks, Anna S. Hall, Calvin King Johnston, and George Miller Johnston, whose names are signed to the writing hereto annexed, bear in date on the 20th day of May, 1955, have each this day acknowledged the same before me in my County and State aforesaid. My commission will expire on the 27th day of April, 1956.

Witness under my hand this 20th day of May, 1955

Channing M. Hall, Jr.
Notary Public

State of Virginia,
City of Mechanicsville and County of James City, filed
in the office of the Clerk of the Court for the City and County
aforesaid, on the 20th day of May, 1955, the deed
was presented and with the certificate annexed, admitted to
record at 5:15 P.M.

W. J. ...
Clerk