

**DECLARATION OF RESTRICTIONS  
OF  
CHESHIRE FOREST – PHASE 2-D**

This DECLARATION OF RESTRICTIONS is made this 17<sup>th</sup> day of August, 1993.

WHEREAS, PARKER ROAD ASSOCIATES, a Virginia limited partnership, is the owner of certain property in the Pleasant Grove Borough, of the City of Chesapeake, Virginia, as shown on a certain plat entitled “Subdivision of Cheshire Forest, Phase 2D”, made by Talbot Group, Ltd., dated November 24, 1992, and duly recorded in Map Book 107 at Pages 56 and 56A, in the Clerk’s Office of the Circuit Court of the City of Chesapeake, Virginia, to which reference is made for a more particular description of said property; and

NOW, THEREFORE, PARKER ROAD ASSOCIATES, a Virginia limited partnership, hereby declares and makes known that the covenants herein below contained are applicable to all of the above mentioned sites and all of the property is to be conveyed expressly subject to the following conditions, reservations and restrictions which shall be applicable to all sites and are to run with the land and shall be binding upon all parties and persons claiming under or through Sponsor for a period of twenty (20) years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years.

(1) All of said sites shall be used for residential purposes only and no trade or business activity shall be carried on upon any site, and no structure or building shall be erected on any lot other than a detached single family dwelling, together with necessary out buildings and a one, two, or three-car garage.

(2) No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats and other household pets, provided that such household pets are not kept, bred or maintained for any commercial purpose.

(3) No structure shall be erected, altered, placed or be permitted to remain on any lot other than one detached single family dwelling, said dwelling not to exceed two and one-half stories in height, and a private garage for not more than three (3) automobiles and other accessory buildings for the use of the occupants of the dwelling. No trailer, shack, garage, barn or other out buildings erected on the said lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

(4) No building or other structure shall be located, erected or maintained on any lot nearer than thirty (30) feet to any street right of way line on which said lot fronts except for corner lots.

(5) A building may be erected on any corner lot in such a manner as to face the street on which the lot is located; however, in no event shall any portion of the building be erected on any corner lot nearer than twenty (20) feet to either street right of way lines. For the purpose of this and the aforesaid covenant, eaves, steps or open porches shall not be considered as a part of a building; and provided further that where, at the direction of the sponsor, lots are shaped in such a manner as to render strict application of this restriction unsuitable, the said sponsor, or their assigns, may in their discretion, modify the provisions of this restriction by a written instrument duly recorded.

(6) No lot shall be resubdivided into building sites, nor shall any lot's boundary lines be changed except with the written consent of the Developer during the construction period. However, the Developer hereby expressly reserves to itself, its successors, or assigns the right to replat any Lot or Lots which the Developer owns in order to create a modified building lot or lots, and to take such other steps as are reasonably necessary to make such replatted lot suitable and fit as a building site.

(7) Subject to the provisions contained in the Articles of Incorporation hereinafter described, each Owner of a lot is entitled to, and shall automatically, become a Member (as defined in the Articles of Incorporation) of Cheshire Homeowners Association,

Inc., a nonstock nonprofit Virginia corporation (the “Association”), which Association is intended to own, maintain and operate certain Common Areas (as defined in the Articles of Incorporation) and recreational facilities for the exclusive use and enjoyment of its members. As a member of the Association, each owner shall have the rights and obligations set forth in the Articles of Incorporation of the Association dated February 2, 1987. The Articles of Incorporation provides, among other things, in short as follows:

(i) That every owner of a lot subject to assessment by the Declaration, as heretofore or herein amended, shall automatically become a member of the Association.

(ii) That as a member of the Association, each owner of a lot will have an Easement of Enjoyment (as defined in the Articles of Incorporation) in, and to use, the Common Areas, if any, of the Association, subject to the reasonable rules, regulations and charges of the Association; and

(iii) That each owner shall be obligated to pay the reasonable and uniform annual and special assessments and charges of the Association therein provided. The annual and special assessments provided for in the Articles of Incorporation, together with interest, costs and reasonable attorney’s fees, are intended to be a charge or lien on each lot (as herein defined) and shall be a continuing lien upon each lot, as well as the personal obligation of the owner of each lot at the time the assessment falls due. The personal obligation shall not pass to successors in title unless expressly assumed by them. No such assessments shall commence to accrue as to any lot until the first day of the month following the first conveyance and/or dedication of Common Areas to the Association as provided in the Articles of Incorporation. Such assessments may be collected and enforced by action at law against the party personally obligated to pay same, or by foreclosing the lien of such assessment upon such lot. The lien of such assessments shall be subordinate to the lien of any first mortgage or first deed of trust on any lot. Any sale or transfer pursuant to foreclosure of any such first mortgage or first deed of trust shall extinguish the assessment lien as to assessments made prior to such sale or transfer.

(8) The Owner covenants and agrees that (a) no clearing/site work shall be commenced on any Lot prior to settlement without approval in writing, by Owner or its successors or assigns, (b) no building(s), signs(s), fences(s), wall(s) or other improvement(s) or structures(s) shall be constructed or installed on any Lot nor shall any exterior addition thereto or change or alteration thereof be made by Buyer or its successors in interest to any Lot until final plans and specifications pertaining thereto shall have been submitted to and approved in writing by Owner. Owner shall have thirty (30) days to approve or disapprove of plans. (c) No request shall be made by Buyer or its successors in interest to the Lot(s) or any portion thereof for a waiver, amendment or modification, which affects or relates to the Property or any portion thereof, without the prior written approval of Owner or its successors or assigns.

(9) No residence or building shall be erected on any of said lots which shall contain less than Two Thousand One Hundred (2,100) Square Feet of inside living area for any dwelling.

(10) No fences of any kind shall be erected or built around any of said numbered sites without the express written approval of Sponsor, or their successors or assigns, being first obtained, both as to design and as to material with which the said fence is to be constructed.

(11) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat "Easements of Record".

(12) No sign of any kind shall be displayed to the public view on any lot except: (a) one sign of not more than six square feet, advertising the property for sale or rent; (b) signs used by a builder to advertise the property during the construction sales period; and (c) signs two foot square or smaller indicating the names of the residents.

(13) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste must be kept 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.

(14) The drainage easements shown on the above mentioned plat are expressly reserved unto said owner of Sponsor for drainage purposes, and said owner doth further reserve unto itself an easement over, along, and under a strip of land five feet (5') in width, extending along the rear, front, and side lot lines of all the numerically numbered sites shown on said plats for the purpose of drainage and of the construction, installation and/or maintenance of public utilities of all kinds. Said owner further reserves unto themselves, their successors and assigns, the right to waive, assign or release any of such easements at any time, if it so desires, by instrument in writing.

(15) All electrical, telephone and other utility services shall be provided by underground service.

(16) If any owner of any site on said plat, or any portion thereof, shall violate or attempt the violation of any of the said covenants it shall be lawful for any persons or persons owning any lot in the said development or subdivision to prosecute any proceedings, at law or in equity, against the person or persons violating or attempting to violate the same, either to prevent him or them from so doing, or to recover damages or both.

(17) All houses constructed on the aforesaid lots shall provide for a crawl space and no house shall be built upon a cement slab without the approval of the sponsor.

(18) No antennae, radio, television, or satellite dish shall be installed, erected, or maintained on any of the lots without the express written approval of the sponsor.

(19) No dwellings shall be constructed with composite wood or natural material sidings. No two (2) dwellings of exactly the same elevation or exactly the same exterior colors shall be constructed side by side. All plumbing stacks, roof vents and solar collectors shall be located in the rear of all dwellings and shall face away from all front and side street. All flashing (unless copper) shall be painted a color similar to the roof.

(20) No man made ornamental objects, such as a birdbath or statue shall be permitted in the front yard or placed in such a way on the Lots as to be visible from the street; provided, however, that not more than one mailbox and one street lamp shall be permitted. Above ground permanent or semi-permanent pools are prohibited. No recreational vehicles, boats, large trucks or other vehicles not routinely used for domestic purposes shall be parked or placed on the Lots.

(21) Declarant reserves easements for the installation, repair, maintenance and/or replacement of drainage systems, water mains, gas mains, electric cables, poles, wires, fixtures, etc., and for electric and telephone service and relocation thereof, in, along, over, under, and across all streets, alleys and public places as shown on plats of Cheshire Forest and within the easements dedicated to the City of Chesapeake, Virginia.

(22) All Lots shall be landscaped with a minimum of two (2) trees each 8 feet to 10 feet in height and twenty (20) evergreen bushes/shrubs each having a one gallon base size. All plantings are to be in mulched beds. If trees meeting these requirements are already present, no additional trees will be required. Each owner of a Lot shall, unless exterior maintenance is otherwise provided for, keep all shrubs, set back areas, planted areas, planted areas between adjacent sidewalks and the street curb, if any, and any other area located between the boundary line of his Property and the street or other Property (public or private) on which such owner's Lot abuts, neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material; provided, however, that such owner shall not be responsible for maintenance of any other Area as to which Declarant or the Association has assumed the responsibility. Should any owner fail to perform the acts required by this subsection, Declarant or the Association or its authorized agents shall have the right at any reasonable time to enter upon the Lot of such owner to plant, replace, maintain, and cultivate shrubs, trees, grass or other plantings located thereon at cost to the owner. Declarant or the Association shall have the right, at any time, to plant, replace, maintain and cultivate shrubs, trees, grass and plantings on any common areas other than on

a Lot, and on any easements over an owner's Lot as may have been granted to Declarant or the Association, regardless of whether any owner or the Association is responsible hereunder for maintenance of such areas. The Association or its authorized agents shall have the right to enter upon any Lot within such other areas at any reasonable time, for the purpose of planting, replacing, maintaining or cultivating such shrubs, trees, grass or plantings, and shall not be liable for trespass for so doing. Anything herein to the contrary notwithstanding, the Declarant or the Association or their authorized agents shall enter upon any owner's Lot for the purposes set forth in this subsection only when owner has failed to maintain the shrubs, trees, grass and planting as required by this Declaration.

(23) 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 the Lots. All rubbish, garbage and other waste shall be kept in covered sanitary containers at all times, screened from public view except when placed on or by the street for collection during any regular collection day. No incinerators shall be kept or maintained on any Lot.

(24) No driveway shall be constructed or maintained to or on any of the 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 either an apron of proper design or an adequate drain pipe installed under the driveway for the purpose.

(25) Outside clothes lines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained in front of any rear foundation lines on the Lots, unless they are erected, placed and maintained exclusively within a fenced service yard or otherwise concealed and shall not be visible from neighboring property. On corner Lots they shall not be located closer to the side street than the line of the foundation facing said side street.

(26) The sponsor herein reserves the right to alter, amend or waive the requirements of any restriction herein contained.

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

IN WITNESS WHEREOF, PARKER ROAD ASSOCIATES, a Virginia limited partnership has set its hand and seal:

PARKER ROAD ASSOCIATES, a Virginia limited partnership

By \_\_\_\_\_  
Parker Road Associates, Ltd.,  
General Partner, by  
Daniel Gordon, Secretary

STATE OF VIRGINIA

CITY OF CHESAPEAKE, to-wit:

The foregoing instrument was acknowledged before me this 17th day of August, 1993, by DANIEL GORDON, Secretary of Parker Road Associates, Ltd., General Partner on behalf of Parker Road Associates, a Virginia limited partnership.

\_\_\_\_\_  
Notary Public

My commission expires: November 30, 1994.

**FACSIMILE TRANSMISSION COVER SHEET**

TO: ALAN RESH GROUP, INC. DATE: 8/17/93  
FAX NO. OF RECIPIENT: 498-1161  
ATTENTION: Debbie NO. OF PAGES: 9  
(Including Cover Sheet)  
FROM: Allen J. Gordon  
OFFICE OF: ALLEN J. GORDON, ATTORNEY AT LAW  
OPERATOR: Kirby  
SUBJECT: CHESHIRE FOREST - PHASE 2D

SPECIAL INSTRUCTIONS: Proposed Declaration of Restrictions.

Advise of any changes or corrections. We will record late today or  
tomorrow.

NOTE: Should any pages need to be re-transmitted, please contact  
our facsimile desk at (804) 420-9731.

**ALLEN J. GORDON**  
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