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DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

2859

THIS DECLARATION, made this 15th day of January, 1987, by PARKER ROAD ASSOCIATES, a Virginia limited partnership, hereinafter referred to as the "Declarant" ("Declarant" shall also refer to any designee, assignee or successor of Parker Road Associates);

W I T N E S S E T H:

WHEREAS, Declarant is the fee simple owner of certain property in the City of Chesapeake, Commonwealth of Virginia, which is more particularly described as:

ALL THOSE certain lots, pieces or parcels of land with the buildings and improvements thereon, situate, lying and being in the City of Chesapeake, Virginia, and being known, numbered and designated as Parcel HA-1 and Lots 1 through 34, inclusive, as shown on that certain plat entitled "Subdivision Plat of Cheshire Forest, Phase I", Pleasant Grove Borough, Chesapeake, Virginia, which plat is duly recorded in the Clerk's Office of the Circuit Court of the City of Chesapeake, Virginia, in Map Book 85, at Pages 105 and 105A; reference to said plat is hereby made for a more particular description of said property,

all lots therein designated as residential lots hereinafter referred to as the "Lots" or any single residential lot therein referred to as the "Lot"; and

WHEREAS, Declarant intends to develop the Lots according to a common scheme of development, and it is the purpose of this Declaration to declare and make known the covenants, conditions, restrictions, reservations and easements to which the Lots shall be subject; and

WHEREAS, Declarant will convey the Lots, subject to such pro-

protective covenants, conditions, restrictions, reservations and easements as hereinafter set forth;

NOW, THEREFORE, Declarant hereby declares that all of the Lots shall be held, sold and conveyed subject to the following covenants, conditions, restrictions, reservations and easements, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Lots. These covenants, conditions, restrictions, reservations and easements shall run with the Lots and shall be binding on all parties having or acquiring any right, title or interest in the Lots or any part thereof, and shall inure to the benefit of each owner thereof.

1. The Lots shall be used exclusively for residential purposes unless otherwise designated by the Declarant. All dwellings shall be built on a raised foundation and shall have brick skirts and no dwellings shall be built on a slab. Roofs on main or primary front elevations of all dwellings shall be constructed with a minimum "6-12" pitch. No dwellings shall be constructed with composition siding. No two dwellings of similar elevation or 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 streets. All flashings (unless copper) shall be painted a color similar to the roof.

2. No structure shall be erected, altered, placed or permitted to remain on any of the Lots, other than one detached single-family dwelling, not to exceed two and one-half stories in height, and other necessary buildings used in connection with said dwelling, including a

garage for not more than three cars. The garage must be attached to the dwelling and must conform in architecture to the external design of the dwelling.

3. 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 permanently on the Lots in such a way as to be visible from the street unless shielded in a manner approved by the Declarant.

4. 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.

Further, there is hereby created in favor of Declarant a blanket easement upon, across, over and under the Lots for ingress, egress, installation, replacing, repairing and maintaining all utility and service lines and systems, including, but not limited to, water, sewers, gas, telephones, electricity, television, cable or communication lines and systems, etc. By virtue of this easement, it shall be expressly permissible for the providing utility or service company to

install and maintain facilities and equipment on the Lots. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities or service lines may be installed or relocated on the Lots except as initially programmed and approved by the Declarant or thereafter approved by the Declarant or board of directors of the homeowners association for the Lots (the "Board" or "Association"). This easement shall in no way affect any other recorded easements on the Lots.

Each residence and Lot shall be subject to an easement for encroachments created by construction, settling and overhangs, as designated or constructed by the Declarant. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist. In the event the residence is partially or totally destroyed, and then rebuilt, the Owners agree that minor encroachments of parts of the adjacent residence and Lot due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist. Anything herein to the contrary notwithstanding, any encroachment shall not exceed two (2) feet.

5. All dwellings erected on the Lots shall, at the time of construction, be connected to public sewer and water systems.

6. No obnoxious or offensive activity shall be carried on upon any of the Lots, nor shall anything be done thereon which may be or become an annoyance or nuisance to any adjoining Lot or the neighborhood. No business or profession of any kind or nature shall be carried on or practiced in any residential structure without the express

written consent of the Declarant.

7. No Lot shall be divided so as to make more than one building lot out of same, but portions of a Lot may be combined with any adjoining Lot, provided the remaining Lot equals or exceeds 10,500 square feet.

8. No trailer, basement, tent, shack, garage, barn or other structure shall at any time be used as a residence, temporarily or permanently, on any of the Lots, nor shall any residence of a temporary character be permitted thereon, nor shall any structure be moved onto any of the Lots unless (i) it shall conform to and be in harmony with the existing structures and architecture in the subdivision, and (ii) it shall have been approved in writing by Declarant. Nothing herein contained, however, shall prevent any builder in the initial development of any of the Lots from erecting a trailer, tent, shack, or other temporary structure on any of the Lots during the period prior to the initial sale of the Lots for occupancy.

9. No dwelling shall be permitted to be built on any Lot at a cost of less than \$63,000.00 (1,800 square foot structure at \$35.00 per square foot) based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein, for the minimum permitted dwelling size. No residence shall be erected on any of the Lots with less than 1,800 square feet of living space in the case of a one-story building, or less than 2,000

square feet of living space in any residence of more than one story. The term "living space" as used herein shall be determined by exterior perimeter measurements exclusive of garages, rooms over garages, porches, decks, balconys, basements and breezeways. No dwelling erected upon any of the Lots shall be occupied until it has been substantially completed.

10. No building, fence, wall or other structure, including trailers, tents, shacks, garages and barns, shall be commenced, erected or maintained on the Lots, nor shall any addition to or material change or alteration thereon be made, nor any change in the present grades of the Lots be made, until plans, specifications, materials and external colors therefor have been approved by the Declarant. Any changes to approved plans, specifications, materials and external colors, either before or after construction, must be approved by the Declarant or the homeowners' association to be formed.

11. No fence will be permitted in front of the front line of any house. No fence shall be more than six (6) feet in height. Fencing material and color must be approved in accordance with Paragraph 10 herein. Wire or chain fences or fences with pickets less than 3" in width are specifically prohibited. The owner of any Lot shall be responsible for removing and replacing any fence or other obstruction placed within an easement or right of way that is required to be moved due to servicing, installation, repair, etc. All fences shall be built and maintained with the finished side facing out, away from the Lot on which it is built.

12. All mechanical equipment such as compressors, etc., located

outside, shall be enclosed with a small privacy fence or, with the prior written approval of Declarant, landscaping designed to attractively shield the equipment from being visible from neighboring streets.

13. 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.

14. 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.

15. No animal, birds, fowl, livestock, poultry or swine shall be raised on or permitted upon the Lots, except that dogs, cats and domestic birds, not in excess of two each, can be kept as household pets, but shall not be raised for commercial purposes. Additional animals born on the premises may be kept until 12 weeks old. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance. No structure for the care, housing or confinement of any animal shall be maintained so as to be visible from neighboring property. Upon the written request of any owner, the Board shall conclusively determine, in its sole and absolute discretion, whether, for the purposes of this paragraph, a particular animal is a generally recognized house or yard pet, or a nuisance, or whether the number of animals on any such Lot is reasonable. Any decision rendered by the Board shall be

enforceable as other restrictions contained herein.

16. No antenna, satellite dishes or other device for the transmission or reception of television or radio signals or any other form of electromagnetic radiation shall be erected, used or maintained outdoors on any Lot, whether attached to a building or structure or otherwise, unless approved by the Declarant, Association or the Architectural Control Committee.

17. No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than five (5) square feet advertising the property for sale or rent, and signs used by the builder to advertise the property during the construction or sale period.

18. No Lot shall be used or maintained as a dumping ground for rubbish, garbage or other waste. 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.

19. 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.

20. Declarant reserves unto itself the right to assign, alter, release or waive the requirements of any of the covenants, conditions, restrictions, reservations and easements contained herein by an appropriate written instrument executed solely by Declarant (without

notice to, or the requirement of the joinder in the execution thereof by any owner of any of the Lots) duly recorded in the aforesaid Clerk's Office.

21. Repair of Buildings. No building or structure upon the Property shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

22. Clothes Drying Facilities. 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.

* 23. Should any person claiming by or under Declarant violate or attempt to violate any of said covenants, conditions, restrictions, reservations or easements, Declarant, or any other person or persons owning any of the Lots, may prosecute, by any proceedings at law or in equity, against the person or persons violating or attempting to violate any such covenant, condition restriction, reservation or easement, either to prevent him or them from so doing or to recover damages or other dues for such violation.

24. Anything in this Declaration to the contrary notwithstanding, so long as and during the period of time while Declarant and/or any builder or other purchaser is constructing and selling

dwellings, Declarant reserves the right, for the benefit of itself and for the benefit of such builders or other purchasers to whom such rights have been granted by Declarant, to maintain such model dwellings, sales offices, signs and other offices and activities which Declarant may, in its sole discretion, deem advisable.

25. Except as otherwise provided herein, the aforesaid covenants, conditions, restrictions, reservations and easements shall run with title to each of the Lots and shall be binding upon all parties and all persons claiming under or through Declarant for a period of thirty (30) years from the date this Declaration is recorded, after which time said covenants, conditions, restrictions, reservations and easements shall be automatically extended for successive periods of ten (10) years each, unless and until an instrument executed by the then majority of the owners of the Lots, agreeing to modify and/or amend such covenants, conditions, restrictions, reservations or easements, in whole or in part, has been duly recorded in the aforesaid Clerk's Office.

26. Invalidation of any of these covenants, conditions, restrictions, reservations or easements, by judgment or Court Order, shall in no way affect any of the other provisions which shall remain in full force and effect.

WHEREOF, Parker Road Associates has caused these
dated on behalf of said partnership by its duly
Partner.

PARKER ROAD ASSOCIATES,
a Virginia limited partnership
BY: Parker Road Associates, Ltd.
By: [Signature]
General Partner

ABBEACH, to-wit:

ing instrument was acknowledged before me, a Notary
the City/County and State aforesaid, this 15 day of
SAM SANDLEX, President of Parker Road Associates, Ltd
General Partner of Parker
Virginia limited partnership.

[Signature]
Notary Public



res: 11-11-89

VIRGINIA: In the Clerk's Office of Circuit Court of the City
of Chesapeake JAN. 30 1987 13 at A M ^{10:57}
This Deed was presented in Office with the certificate annexed
and admitted to record. Teste: Lila G. Hart, Clerk

By: [Signature] D.C.