

RESTRICTIONS

VILLAGE GREEN, SECTION 9-A NEWPORT NEWS, VIRGINIA

** SEE REVERSE FOR LISTING OF RESTRICTIONS FOR ALL SECTIONS **

KNOW ALL MEN BY THESE PRESENTS:

That, WHEREAS, Village Development Company, Inc., is the sole owner of a certain tract of land located in the city of Newport News, which said tract of land is shown on a certain plat entitled, "VILLAGE GREEN, SECTION NINE-A, CITY OF NEWPORT NEWS, VIRGINIA," made by Coenen & Associates, Engineer-Planners-Surveyors, dated September 16, 1983, and recorded October 16, 1983, in the Clerk's Office of the Circuit Court for the city of Newport News, Virginia, in Plat Book 14, page 4; and

WHEREAS, Village Development Company, Inc., desires that all of the lots embraced within said tract of land, as shown on said plat, shall be subject to certain covenants, conditions, limitations, and restrictions:

NOW, THEREFORE, Village Development Company, Inc., does hereby declare, covenant and agree, for itself and its assigns, and for all persons, their heirs and assigns, to whom lots in said subdivision may be sold, that the said lots shall be sold subject to the following covenants, limitations, reservations and restrictions:

1. All lots shown on said plat shall be used for residential purposes only and no structure shall be erected thereon other than a detached single family dwelling and one or two car garage and out buildings.
2. As to all lots in Village Green, Section 9-A, each one-story dwelling which may be erected shall contain not less than 1500 square feet of living area, exclusive of open porches and garages; each one and one-half story or split level dwelling shall contain not less than a total of 1500 square feet of living area, exclusive of open porches and garages; and each two-story dwelling shall contain not less than 850 square feet of ground living area, exclusive of open porches and garages, and each such dwelling shall have a permanent stairway to the second floor which must have at least 750 square feet of finished area.
3. No building shall be erected, placed or altered on any lot in the subdivision until construction plans, specifications and plot plan showing the location of such structure shall have been approved in writing by Village Development Company, Inc. Should Village Development Company, Inc. be out of existence or inactive, such plans shall be approved by a committee appointed by Village Development Company, Inc., but should there be no active committee, the owner may proceed with his building, provided he abides by the minimum requirements as herein set forth.
4. Each dwelling which may be erected on any lot in the subdivision shall have its heat supply furnished from a central heating plant located in the dwelling or in the premises, if coal, oil or gas is used as fuel, and in the event a fuel tank is used, such fuel tank shall be beneath the ground.
5. No fence shall be erected, placed or permitted to remain on any lot nearer to the front of the lot than the front of the residence. Prior approval from Village Development Company, Inc. or its successors, must be obtained before erecting any fence.
6. Easements for installations and maintenance of utilities and drainage facilities are reserved, as shown on the recorded plat.
7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become, an annoyance or nuisance to the neighborhood.
8. No structure of a temporary character, trailer, tent, basement, shack, garage, barn or other outbuilding shall be used on any lot at any time as residence, either temporary or permanently.
9. No sign of any kind shall be displayed to the public view on any lot except one professional sign not more than one square foot, one sign of no more than five square feet advertising the property for sale or rent, or signs used for a builder to advertise the property during construction and sales period.

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

11. 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 and disposal of any such material shall be kept clean and sanitary in condition.

12. The initial purchaser of the aforesaid lots shall be responsible for damaging or dislocation of permanent public physical improvements installed by the developer or purchaser, including curb and gutter, driveways, sidewalks, sewers, and their appurtenances, monuments, lot pins and other improvements required by the city of Newport News, and any installation of same with the specifications of Newport News. Further changes in the above improvements shall be made only with the permission of the developer in accordance with city specifications.

13. All buildings erected on any of said lots shall comply with the requirements of the city of Newport News as to setback lines, side yards and rear yards, and any variance granted as to these requirements by the Board of Zoning Appeals, or any other duly constituted agency of the city of Newport News, shall be deemed to constitute a waiver of these restrictions.

14 Each residence shall be completed within one year from the start of construction

15. No fence, wall, hedge or shrub planting which obstructs sightlines at elevations between two and six feet above roadways in the triangle area formed by the intersection of the street property lines extended and a line connecting them at points twenty-five (25) feet from the intersection of the extended street lines. The same sightlines limitation shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distance of such intersection unless the foliage line is maintained to prevent obstruction of such sightlines.

16. No truck or bus over one-ton-rated capacity and no commercial vehicles, except station wagons, shall be parked or stored on any lot in the subdivision, except while in the process of loading or unloading. Trucks or busses of one-ton rated capacity, or less, and station wagons may be parked or stored on any lot in the subdivision, provided that any such vehicle does not have lettering or advertising matter appearing on the sides thereof in lettering exceeding three (3) inches in height and provided said lettering is limited to the name of the owner or the name of and address of the business of the owner, and shall appear only once on each side of the vehicle. Any boats or boat-trailers must be parked in the rear of a yard and not in the front or side yards. No high-frequency antenna, such as is used by radio "Ham Operators" shall be installed on the premises at any time.

17. 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 thirty (30) 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 said covenants in whole or in part.

18. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

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

IN WITNESS WHEREOF, the said VILLAGE GREEN DEVELOPMENT COMPANY, INC., has caused this instrument to be executed in its name by its President, Richard F. Abbitt, officer in this behalf duly authorized this 5th day of December, 1983.

The preceding is a copy of the restrictions recorded in deed book 1070 page 1420 for section 9-A of Village Green. Sections 1 through 8 have recorded restrictions that read nearly identical to these. These other restrictions may be found in the Newport News deed books as follows: (Note: For properties located on Village Green Parkway, see areas covered by adjacent streets.)

| SECTION | DEED BOOK | PAGE NUMBER | AREA COVERED |
|---------|-----------|-------------|---|
| 1 | 612 | 87 | Bunker, Lexington, Southgate, VG Entrance |
| 2 | 636 | 134 | Prescott |
| 3 | 679 | 266 | Plymouth |
| 4 | 703 | 240 | Brandywine |
| 5 | 735 | 554 | Valley Forge |
| 6 | 779 | 299 | Crown Point, Minuteman, Falmouth |
| 7 | 920 | 355 | Musket |
| 8 | 1032 | 1527 | Patriot, Liberty, Minuteman (new) |
| 9A | 1070 | 1420 | Crown Point (new) |