

RESTRICTIVE COVENANTS
KING'S VILLAGE PROPERTY OWNERS
ASSOCIATION, INC.
SECTION 1

The owners of the subdivision known as "King's Village – Section I," set out and shown as Lots 1-49 on a plat entitled, "KING'S VILLAGE, VIRGINIA," dated January 31, 1987, revised April 29, 1987, made by Spearman & Assoc., Inc. – Land Surveying, a copy of which plat is recorded herewith in Plat Book 47 at page 41& 42, in the records of the Clerk's Office of the Circuit Court of the City of Williamsburg and County of James City, Virginia (the "Subdivision Plat") desire to create a uniform scheme of development and to impose uniform Restrictive Covenants on the lots therein shown, (but upon no other property of owners and proprietors) covenant and agree as follows:

1. Use of Lots and Types of Structures. Each lot shall be used for residence purposes only and no business shall be conducted thereon and not more than one single-family dwelling shall be erected on any lot.

A. No one-story dwelling shall contain less than 1,400 square feet of floor area (exclusive of attached garages and open or enclosed porches), and no two-story dwelling shall be constructed containing less than 1,700 square feet of floor area (exclusive of attached garages and open or enclosed porches).

B. No dwelling shall be constructed with aluminum siding, exposed cinder or solite block. The use of "high quality" vinyl siding in a wood pattern, cement fiber, or any other siding replacement is permitted with the approval of the Architectural Review Committee before installation.

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C. No separate building other than a garage designed to hold no more than two Cars, a toll/garden shed or a special purpose building to garage recreational vehicles, travel or camping trailers and trailered or untrailered boats, shall be constructed on any lot. All separate buildings permitted by the forgoing sentence shall be allowed only in the rear yard and shall be situated upon the lot so that the doors to such building do not face a lot line fronting on a street in the subdivision. Any special purpose building as described above permitted under this paragraph 1. C. shall be located at least fifty (50) feet from all adjoining lots and recreational or common areas.

D. No satellite television dish or receiver shall be located in the front yard of any dwelling and any such installation at the side or rear of any dwelling shall be completely screened from view from adjoining lots or from the streets and roads in the subdivision. Small satellite dishes, i.e. 18" or smaller, may be mounted on structure if reception requires this mounting.

E No dwelling or other structure shall be erected, changed, modified or added to on any lot until the plans thereof and a site plan showing the proposed location of any structure have been submitted to and approved in writing by King's Village Property owners Association, Inc. (the "Association") before work shall begin as provided in paragraph 2. below.

F. Any new installations of gas / propane tanks shall be completely screened from view from adjoining lots or from the streets and roads in the subdivision.

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2. Building permits. Applications for building permits shall be made to the association and must be accompanied by plans and specifications, and must show a complete plot plan and at least two elevations of any structure to be built.

No structure which is not structurally sound or architecturally appropriate for the site on which it is located will be permitted by the Association. Such plans and specifications shall specify all types of exterior finish materials and colors to be used on any proposed structure.

3. Nuisance and Pets. No nuisance or anything obnoxious or detrimental to adjoining or adjacent property shall be maintained on any lot. No animals except house pets shall be kept on any lot. Any other animal shall be considered a nuisance.

4. Fences. Fences, if desired, must be approved by the Association and a fence permit issued before any construction is commenced.

5. Tents and Temporary Building. No tents, mobile homes or other temporary buildings shall be erected, occupied or maintained on the premises except temporary buildings and construction trailers used during the construction of the main dwelling.

6. Trash, Garbage and Debris. Garbage and trash containers shall be limited to no more than two covered containers which shall be kept sealed and shall be stored at the rear of any dwelling house and shall be screened from view by a fence or shrubbery. Each lot shall be kept by the owner free from trash and other debris. The area between the property lines of any lot and any adjoining public road shall be kept

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clear of trash and debris. If a lot owner fails to maintain such property free of trash and debris, the Association shall have the right to perform such necessary maintenance and the owner of such lot agrees to reimburse the Association for such maintenance.

7. Driveway. No driveways or parking areas on any lot shall be permitted until the design, location, materials and color are approved by the Architectural Review Committee.

8. Water and Sewage. No outdoor privy or dry closet or well shall be constructed, used or maintained on any lot, and upon the construction of any dwelling there shall be constructed, operated and maintained an adequate septic tank with adequate laterals which septic tank and laterals must comply with the requirements of the State Health Authority of the Commonwealth of Virginia and James City County, as such requirements may exist from time to time.

9. Water Supply. Water for human consumption and domestic use for any dwelling on any lot shall be obtained from the community water system . No well shall be constructed or installed on any lot except for a well which is in no way interconnected with the common water supply system. Such private wells installed on a lot may be used for watering grass and shrubbery and for any other purpose except for human consumption and other domestic uses.

10. Motor Vehicles. No disabled or unlicensed motor vehicle, recreational vehicle, travel or camping trailer, boat trailer or boat shall be kept upon any lot except in an enclosed garage or special purpose building. No work vehicles larger in size to a conventional pickup truck shall be kept upon any lot except in an enclosed garage.

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No recreational vehicle, or camping or travel trailer shall be occupied as a residence or dwelling while parked upon any lot and no such vehicle may be connected to the utilities in the dwelling on the lot. Duly licensed and operable recreational vehicles, travel and camping trailers and trailer or untrailered boats are permitted on lots in the subdivision but must be parked at the rear of the dwellings, screened from view from adjoining lots and from nearby streets and roads or garaged in a garage or special purpose building permitted under paragraph 1.C. above.

11. Building Setback Line. All dwellings and other structures on any lot must be constructed within the building setback lines shown on the subdivision plat.

12. Easements. The Association reserves unto itself all drainage, pedestrian access and other easements shown on the plat of subdivision, and may grant the same to any public body.

13. Well Lot. These covenants and restrictions shall not apply to the well lot (0.627 acres) shown on the plat of subdivision.

14. Recreation Areas. The active and passive recreation areas shown on the plat of subdivision shall not be subject to these Restrictions, except as hereinafter stated. The Association reserves the right to the access ways shown on the plat of subdivision and the Association may erect such improvements upon such areas as it deems proper. Such recreation areas shall be subject to the following restriction:

No portion of any recreation area lying within 35' of the adjoining Property line of the property shown on its Subdivision Plat as "Now or Formerly J. A. Richard, Jr." shall be cleared of natural vegetation or graded in any form and shall be left in

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natural state; provided, however, that dead and diseased trees or shrubs may be removed therefrom and underground gas, electric, telephone cable television or other public utility lines may be installed within such area. No signs or other improvements shall be erected within such area, except above ground facilities associated with an underground utility line. No lawns shall be installed within such area, except when the appropriate public authority determines that the only acceptable location upon a particular lot for location of a septic field lies within such restricted areas. In such case, the restricted area may be cleared, graded and a lawn installed only to the extent necessary to accommodate such septic field.

15. Green Areas. Any lot adjacent to or abutting upon State Route 30 (Old Stage Road) or State Route 601 (Holly Forks Road) as shown on the plat of subdivision shall be subject to the following restrictions:

No portion of any such lot lying within 35' of the adjoining right-of-way line of either of the above public roads shall be cleared of natural vegetation or graded in any form and shall be left in its natural state; provided, however, that dead and diseased trees or shrubs may be removed therefrom and underground gas, electric, telephone, cable television or other public utility lines may be installed within such area, except above ground facilities associated with an underground utility line. No lawns shall be installed within such area, except when the appropriate public

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authority determines that the only acceptable location upon a particular lot for the location of a septic field lies within such restricted area. In such case, the restricted area may be cleared, graded and a lawn installed only to the extent necessary to accommodate such a septic field.

16. Rights of the Association. The association shall have the right, from time to time, to adopt and amend rules and regulations governing in greater detail the size, type and appearance of all structures proposed for erection on any lot, the grading required in connection with such construction, the layout of garages and parking spaces, swimming pools and tennis courts and any other matters not specifically covered in these Restrictive Covenants.

17. Lien for Common Maintenance and Other Purposes. Each lot owner shall become a member of the Association and shall be responsible for paying the annual dues fixed by the Association. Such dues shall become a lien upon each lot, but such lien shall be inferior and subordinate to any subsequently recorded deed of trust for the construction or permanent financing of a dwelling upon such lot. The first annual payment of the maintenance fee shall be due by a lot owner upon delivery of a deed to him.

18. Amendment of Restrictive Covenants. The foregoing covenants, restrictions and conditions may be amended by written instrument executed by the Association and by the owners of at least thirty-seven (37) lots shown on the plat of subdivision.

19. Parties Bound. The foregoing covenants, restrictions and conditions are to run with the title to the lots shown on the plat of subdivision and shall be binding upon all parties and all persons claiming under them, and shall continue in full force and effect for a period of 50 years from the date hereof, unless amended as herein provided.

UPLOADED

5/4/2021