

COURTHOUSE ESTATES DEED RESTRICTIONS

The hereinabove described tract, together with the rest, residue and remainder of the tract of land shown and depicted as Parcel A on a plat of survey by Paul C. Small, Certified Land Surveyor, dated March, 1983, revised October 29, 1983, and recorded in the Clerk's Office of the Circuit Court of New Kent County, hereinafter referred to as Courthouse Estates, shall be subject to the following conditions, limitations and restrictions.

1. The lot of land hereby conveyed shall be used only for residential purpose for one (1) family and shall not be subdivided.
2. There shall not be erected, permitted, maintained or operated upon any lot any stable of any kind, cattle yard, hog pen, fowl yard or fowl houses, nor shall any live poultry, hogs, cattle or other livestock be kept thereon., nor shall any noxious, dangerous or offensive thing whatsoever be permitted on any lot, except temporarily in connection with construction on the lot, any fuel container having a capacity in excess of fifty (50) gallons unless such container is buried or fully enclosed within a building.
3. Lots shall be subject to easements for public utilities as shown and described on the plat of survey referred to above. In addition, lots in Courthouse Estates adjoining Route 249 shall be subject to a buffer zone adjoining Route 249 as shown on the plat referred to above. This buffer zone shall be maintained in its natural condition, subject only to the clearing of trees, undergrowth or other vegetation which may be required to be removed for health or safety purposes.
4. The parties of the second part shall have the right of use, jointly and severally with the other owners of lands in Courthouse Estates and their invitees, successors in title and assigns, of the roads depicted on the said plat, and any portion of the lot hereby conveyed lying within the boundaries of the said road. The parties of the second part agree that upon agreement by the Commonwealth of Virginia to accept any such roads into the State secondary road system, they will execute and deliver a deed conveying their interests in

the said road to the Commonwealth of Virginia. The designation of roads and the granting or reservation of easements and rights of way over those roads by the party of the first part does not constitute, nor shall it be construed as, a statement of any obligation on the part of the party of the first part to construct, improve or maintain any such roads.

5. No house trailers or mobile home shall be permitted for use for residential purposes on the lot hereby conveyed.
6. No building, including garages and outbuildings, whether intended for human habitation or not, shall be erected upon any lot, nor shall the exterior, size or appearance of any such buildings be added to or altered unless or until the building plans, specifications and site plan have been approved in writing by the party of the first part. For this purpose, two copies of the building plans, specifications and site plan shall be submitted to the party of the first part and if approved, one copy will be returned to the party of the second part and the other retained by the party of the first part. If no action is taken to approve or disapprove the plans within thirty (30) days of their submission, the plans shall be considered approved as submitted. No party shall proceed with any construction, renovations or improvements except in conformity with the approved building plans, specifications and site plan. The party of the first part shall in its sole discretion, determine whether the proposed building, or improvements or renovations thereto, and its location, are in harmony with the other buildings, or renovations or alterations thereto, and the location of the buildings are aesthetically acceptable in the judgment of the party of the first part. In no event shall any building be constructed within 100 feet of the centerline of the road, including interior roads within the subdivision, not within 75 feet of the side or rear line of any lot, except that if, in the judgment of the party of the first part an undue hardship would be imposed by strict enforcement of the setback requirements, written exceptions may be granted as necessary. With the exception of Lots 1, 2 and 3, residences shall be oriented toward the adjoining interior road and access to and from lots shall be only from the adjoining interior road.

7. The exterior construction on any building shall be completed within twelve (12) months from the issuance of the county building permit. If construction is not completed within twelve (12) months of issuance of the building permit, ownership of the lot may revert to the party of the first part upon demand by the party of the first part by written notice to the party of the second part, or his successor, and the tendering of the consideration paid by the party of the second part to the party of the first part for this lot at the time of its initial conveyance as a subdivision lot. Failure to exercise this right of reversion by the party of the first part shall not constitute a waiver of the same, but the right may be exercised by the party of the first part at any subsequent date prior to completion of construction, unless waived in writing.
8. It is expressly understood and agreed that the limitations, covenants and restrictions contained herein shall attach to and run with the land herein conveyed for the benefit of the other lots in Courthouse Estates, and it shall be lawful for the owner or owners of any property in Courthouse Estates, or the association of such owners described below, to institute and prosecute any proceedings at law or in equity against the person or persons violating or threatening to violate same, to which parties there is also reserved the right to enforce any limitations, covenants or restrictions contained herein by any other method appropriate to his option.. It is further agreed that if any restriction, limitation or covenant hereinabove contained, or any portion thereof, is invalid or void, such invalidity or voidness shall in no way effect any other limitation, covenant or restriction.
9. The parties of the second part, together with the other owners of lots in Courthouse Estates, consent to the creation of an association of owners of lots in Courthouse Estates for the promotion of the common good and general welfare of the people of Courthouse Estates, including the maintenance of roads within Courthouse Estates. The structure for the association shall provide that the owner or owners of each lot shall have one (1) vote. The parties of the second part agree that, by vote of the owners of two-thirds (2/3) of all the lots in Courthouse Estates, excluding only the owners of Lots 1,

2 and 3, assessment for road maintenance may be imposed. By their acceptance of this deed, the parties of the second part, excluding only the owners of Lots 1, 2 and 3, agree to pay promptly any such assessment for road maintenance and consent to the imposition of a lien, properly perfected and having priority only from the date of perfection, on the lot described herein, excluding Lots 1, 2 and 3, for the payment of any such assessments not promptly paid.

10. The party of the first part reserves the right to assign to the association of owners of lots in Courthouse Estates its rights and duties hereunder relating to approval of building plans, specifications and site plans for buildings and enforcement of the duty to complete construction. Such rights and duties shall be exercised in such manner as may be prescribed by the association of owners of lots, but in no event shall the building plans, specifications or site plans of any owner be disapproved if such disapproval is not ratified and confirmed, at the request of the lot owner, by vote of the owners of two-thirds (2/3) of all lots in Courthouse Estates. Neither shall the right to enforce the time limit for completion of construction be enforced against any owner by the association of owners of lots in Courthouse Estates without the ratification and confirmation, at the request of the lot owner of the owners of two thirds (2/3) of all lots in Courthouse Estates.
11. These restrictive covenants shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date of recordation of these covenants, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of a majority of the lots in Courthouse Estates has been recorded, agreeing to change said covenants in whole or in part.