

DECLARATION OF RESTRICTIONS
 FOR PARCELS 1 THROUGH 11
 MILLER'S LANDING SUBDIVISION
 PETERSWORTH MAGISTERIAL DISTRICT, GLOUCESTER COUNTY, VIRGINIA

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, ROBERT L. KENIMER and AUDREY D. KENIMER are the owners of certain land lying and being in Petersworth Magisterial District, Gloucester County, Virginia, which has been subdivided into parcels in accordance with Plat of Survey made by Dawson, Phillips, Dischinger & Assoc., dated February 23, 1957, entitled "PLAT SHOWING DIVISION OF THE LAND OF ROBERT L. KENIMER & AUDREY D. KENIMER LOCATED IN THE PETERSWORTH DISTRICT OF GLOUCESTER COUNTY, VIRGINIA", a copy of which plat is attached hereto, made a part hereof, and to be recorded herewith; and

WHEREAS, it is the desire of the undersigned that all parcels shown on said plat of survey be made subject to certain covenants, conditions and restrictions:

NOW, THEREFORE, the undersigned, ROBERT L. KENIMER and AUDREY D. KENIMER, do hereby declare that the subdivision of the said land as shown on the aforesaid plat of survey dated February 23, 1957, is made with the free consent of and in accordance with their desires and wishes; and the undersigned, ROBERT L. KENIMER and AUDREY D. KENIMER, do hereby declare, covenant and agree that all parcels shown on said plat of survey are made subject to the following covenants, conditions and restrictions, and the same are hereby made appurtenant to and a part of each of said parcels and shall be deemed covenants running with the title to said parcels and binding upon the purchasers thereof, their heirs, executors, successors and

assigns, to-wit:

1. No parcel in said subdivision shall be used for any purpose other than as a private residence and no structure shall be erected or placed on any lot other than a detached single family dwelling, a private garage for not more than three (3) automobiles and the usual outbuildings appurtenant to a dwelling. No hotels, boarding houses or apartment complexes shall be erected or constructed on any parcel.

2. No parcel hereby conveyed shall be sold, conveyed, demised, leased, or devised except as a whole undivided entity of one parcel, as shown, designated and defined on the aforesaid plat of survey, without the prior written consent of Robert L. Kenimer and Audrey D. Kenimer.

3. No part of any parcel or any building heretofore or hereafter erected or moved thereon shall be used in any manner which will create a nuisance or which will make such use an undue burden or annoyance to the neighborhood, and no trailer, mobile home, "double-wide" home, modular home, double-modular housing unit, basement, tent, shack, or other outbuilding on any lot shall at anytime be used for a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

4. No structure or any part thereof shall be placed within thirty-five feet of any front lot line excepting steps and open and unenclosed porches, which shall in no case be closer than fifteen feet to any lot line, and in no event shall any portion of said structure extend over building setback line as shown on the aforesaid plat of survey, nor shall any portion of any structure be closer than fifteen feet to any lot line.

5. The living area of any secondary dwelling shall be limited to any as was state process shall not be more than 110 square

feet; and the living area of any two-story dwelling erected or placed on any of the said parcels shall not be less than 1400 square feet.

6. No parcel or any part thereof shall be used for a shop, store, factory, place of business or for any other commercial purpose that would create additional vehicular traffic on State Route No. 612.

7. No animals, livestock or poultry of any kind shall be retained, bred or kept on any lot except those which constitute household pets, provided that they are not kept, bred or maintained for any commercial purposes. All animals, including household pets, shall be kept under the owner's control at all times and shall not be allowed to run at will.

8. Outbuildings, if any, shall be constructed in such a manner so as to be in harmony with the outside appearance of the residence on the parcel on which the said outbuilding is constructed, erected or placed.

9. No sign of any kind shall be displayed to the public view on any parcel except one sign of not more than two (2) square feet.

10. No parcel shall be used or maintained as a dumping ground for rubbish, trash, garbage, debris, or other waste.

11. The foundation of any residence visible from the street shall have a brick or stucco facade.

12. No fence exceeding five (5) feet in height shall be erected on any lot and no fence shall be erected on any lot nearer to the front lot line than the residence itself, and in no case shall a fence be erected closer to the street than the building setback line referred to in Paragraph 4 above.

13. No exterior television antennae or satellite dish shall be placed on any parcel closer to State Route No. 612 than the front of the residence.

14. All covenants, conditions, agreements, and restrictions herein shall inure to the benefit of and be enforceable at law or in equity by the owner of any parcel shown on the aforementioned plat, his respective heirs, successors and assigns, and failure by any landowner to enforce any restriction shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or to one occurring prior to or subsequent thereof.

15. No individual sewage disposal system shall be permitted on any parcel unless such system shall be located and constructed in accordance with the requirements, standards and recommendations of this state and/or local public health authority. Approval of such systems shall be obtained from such authority prior to construction. No dry toilet shall be allowed on any parcel at any time except if required by regulations for temporary use by a construction crew.

16. No motor vehicle shall be kept on any parcel within the public view unless currently licensed with current valid inspection sticker.

17. No minibike nor any two, three or four-wheeled motorized vehicles shall be operated on any parcel in such a manner as to cause a nuisance or annoyance.

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

19. These covenants and restrictions are to run with the land and shall be binding on all parties owning parcels in this subdivision, and all persons claiming under them until January 1, 2008, at which time said covenants shall be automatically renewed for successive periods of ten (10) years, unless the majority of the then parcel owners, at that time or at the end of any subsequent ten-year period, agree in writing to change the covenants in whole or in part.

20. No boat or recreational vehicle shall be kept or stored

within thirty-five feet of any front lot line.

21. The undersigned hereby reserve an easement of right of way fifteen (15) feet in width and parallel to the eastern side of State Route No. 612 for installation, construction, maintenance and repair of utilities.

WITNESS THE following signatures and seals this 11th day of October, 1988.

Robert L. Kenimer (SEAL)
ROBERT L. KENIMER
Audrey D. Kenimer (SEAL)
AUDREY D. KENIMER

STATE OF VIRGINIA
COUNTY OF GLOUCESTER, to-wit:

The foregoing instrument was acknowledged before me this 11th day of October, 1988, by ROBERT L. KENIMER and AUDREY D. KENIMER.

My commission expires: February 3, 1990.
[Signature]
Notary Public

Declaration of
THIS Restrictions with the certificate annexed thereto, was delivered to the Clerk of the Circuit Court of Gloucester County, Virginia, on the 12 day of October, 1988, admitted to record at 2:29 o'clock Pm, and is recorded,

Teste: Charles E. King, Jr., Clerk
By Margaret A. Walker, Dep. Clerk
Clerk's Office Book 357, page 249

DEC 6 1988

SPURIN, HORN & IVINS, P.C.
ATTORNEYS AT LAW
GLOUCESTER, VIRGINIA 23061

DECLARATION OF RESTRICTIONS
 FOR PARCELS 1 THROUGH 11
 MILLER'S LANDING SUBDIVISION
 PETERSWORTH MAGISTERIAL DISTRICT, GLOUCESTER COUNTY, VIRGINIA

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, ROBERT L. KENIMER and AUDREY D. KENIMER are the owners of certain land lying and being in Petersworth Magisterial District, Gloucester County, Virginia, which has been subdivided into parcels in accordance with Plat of Survey made by Dawson, Phillips, Dischinger & Assoc., dated February 23, 1987, entitled "PLAT SHOWING DIVISION OF THE LAND OF ROBERT L. KENIMER & AUDREY D. KENIMER LOCATED IN THE PETERSWORTH DISTRICT OF GLOUCESTER COUNTY, VIRGINIA", a copy of which plat is attached hereto, made a part hereof, and to be recorded herewith; and

WHEREAS, it is the desire of the undersigned that all parcels shown on said plat of survey be made subject to certain covenants, conditions and restrictions:

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assigns, to-wit:

1. No parcel in said subdivision shall be used for any purpose other than as a private residence and no structure shall be erected or placed on any lot other than a detached single family dwelling, a private garage for not more than three (3) automobiles and the usual outbuildings appurtenant to a dwelling. No hotels, boarding houses or apartment complexes shall be erected or constructed on any parcel.

2. No parcel hereby conveyed shall be sold, conveyed, devised, leased, or devised except as a whole undivided entity of one parcel, as shown, designated and defined on the aforesaid plat of survey, without the prior written consent of Robert L. Kenimer and Audrey D. Kenimer.

3. No part of any parcel or any building heretofore or hereafter erected or moved thereon shall be used for any purpose or in any manner which will create a nuisance or which will make such use of said premises injurious or offensive to a residential neighborhood, and no trailer, mobile home, "double-wide" home, modular home, double-modular housing unit, basement, tent, shack, or other outbuilding on any lot shall at anytime be used for a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

4. No structure or any part thereof shall be placed within thirty-five feet of any front lot line excepting steps and open and unenclosed porches, which shall in no case be closer than fifteen feet to any lot line, and in no event shall any portion of said structure violate any building setback line as shown on the aforesaid plat of survey, nor shall any portion of any structure be closer than fifteen feet to any lot line.

5. The living area of any one-story dwelling erected or placed on any of the said parcels shall not be less than 1150 square

feet; and the living area of any two-story dwelling erected or placed on any of the said parcels shall not be less than 1400 square feet.

6. No parcel or any part thereof shall be used for a shop, store, factory, place of business or for any other commercial purpose that would create additional vehicular traffic on State Route No. 612.

7. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except dogs, cats or other household pets, provided that they are not kept, bred or maintained for any commercial purposes. All animals, including household pets, shall be kept under the owner's control at all times and shall not be allowed to run at will.

8. Outbuildings, if any, shall be constructed in such a manner so as to be in harmony with the outside appearance of the residence on the parcel on which the said outbuilding is constructed, erected or placed.

9. No sign of any kind shall be displayed to the public view on any parcel except one sign of not more than two (2) square feet.

10. No parcel shall be used or maintained as a dumping ground for rubbish, trash, garbage, debris, or other waste.

11. The foundation of any residence visible from the street shall have a brick or stucco facade.

12. No fence exceeding five (5) feet in height shall be erected on any lot and no fence shall be erected on any lot nearer to the front lot line than the residence itself, and in no case shall a fence be erected closer to the street than the building setback line referred to in Paragraph 4 above.

13. No exterior television antennae or satellite dish shall be placed on any parcel closer to State Route No. 612 than the front of the residence.

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16. No motor vehicle shall be kept on any parcel within the public view unless currently licensed with current valid inspection sticker.

17. No moped nor any two, three or four-wheeled motorized vehicles shall be operated on any parcel in such a manner as to cause a nuisance or annoyance.

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

19. These covenants and restrictions are to run with the land and shall be binding on all parties owning parcels in this subdivision, and all persons claiming under them until January 1, 2008, at which time said covenants shall be automatically renewed for successive periods of ten (10) years, unless the majority of the then parcel owners, at that time or at the end of any subsequent ten-year period, agree in writing to change the covenants in whole or in part.

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21. The undersigned hereby reserve an easement of right of way fifteen (15) feet in width and parallel to the eastern side of State Route No. 612 for installation, construction, maintenance and repair of utilities.

WITNESS THE following signatures and seals this 11th day of October, 1988.

Robert L. Kenimer (SEAL)
ROBERT L. KENIMER

Audrey D. Kenimer (SEAL)
AUDREY D. KENIMER

STATE OF VIRGINIA
COUNTY OF GLOUCESTER, to-wit:

The foregoing instrument was acknowledged before me this 11th day of October, 1988, by ROBERT L. KENIMER and AUDREY D. KENIMER.

My commission expires: February 3, 1992
Wm. W. Walker
Notary Public

Declaration of
THIS Restrictions, with the certificate annexed thereto, was delivered to the Clerk of the Court of the County of Gloucester, Virginia, on the 16 day of October, 1988, admitted to record at 2:29 of clock P.M. and is recorded.

Teste: Charles E. King, Jr., Clerk
By: Wm. W. Walker Dep. Clerk

REF: Clerk's Plat Book 21, page 959

DEC 6 1988

SEALING MACHINE
REGISTERED
10770000, 10/10/81

