

DECLARATION OF COVENANTS, RESTRICTIONS AND RESERVATIONS
FOR
GREENFIELD HARBOUR SUBDIVISION
NORTHUMBERLAND COUNTY, VIRGINIA

The undersigned Declarants, being the owners and developers of a certain tract or parcel of real estate, situate, lying and being in the Fairfield Magisterial District, Northumberland County, Virginia, and containing 121.73 acres, more or less, and more particularly designated and described on the certain plat of survey made by Tomlin & Keyser, C. L. S., dated November 28, 1988, a copy of said plat of survey being of record in the Clerk's Office of the Circuit Court of Northumberland County, Virginia, in Plat Book 6, at Page 61, and being the same real estate conveyed unto JKL & RGV, a Virginia General Partnership, by deed dated November 29, 1988, from Josephine Virginia Carlson, widow, of record in the aforesaid Clerk's Office in Deed Book 290 at Page 311, and reference is made to said plat and deed for a more complete and accurate description thereof.

WHEREAS, it is the Declarants' intention that the land shall be developed and utilized as a residential community, and shall be named Greenfield Harbour Subdivision.

NOW THEREFORE, the Declarants declare that the aforesaid land is held subject to the following covenants, restrictions and reservations for the purpose of protecting property values and for providing for quiet and peaceful use of said property. The covenants, restrictions and

reservations shall run with the land and with each of the lots except where specifically stated otherwise, and shall be binding upon the owners thereof and their successors in title.

1. No lot shall be subdivided.

2. Only one (1) private dwelling house with the necessary outbuildings shall be permitted on each lot. Such dwelling house shall be used as a private residence only and shall contain no less than 1,400 square feet of living area exclusive of porches, patios, garages, carports, verandas or basements. The exterior of any building constructed on any lot or parcel must be completed within twelve (12) months from the date of the commencement of the construction thereof. Any modular home placed on conveyed lot must have a roof pitch no less than 5/12 feet and placed on a solid foundation. There shall be no finished exterior of block, asbestos shingle or cinder block on any building.

3. No manufacturing or commercial enterprise of any kind for profit shall be maintained on, in front of or in connection with any lot; nor shall the property in any way be used for other than strictly residential purposes. This covenant, however, shall not preclude construction and/or use of a personal hobby shop; nor shall this covenant preclude the construction and/or use of dockage of a commercial boat used for the purpose of oystering, crabbing, fishing or any other water related activity. Provided, however, no more than two (2) boats engaged in such activities, including one (1) fishing party boat, shall be docked at the wharf abutting any lot in Greenfield Harbour Subdivision.

This restriction shall not preclude the professional practice of medicine (veterinary medicine being specifically prohibited), law or any other strictly consultative professions on any lot.

4. All lots shall be served by a central water system and no individual wells shall be permitted.

5. No animals other than dogs, cats or other household pets shall be kept on said property.

6. All trash and garbage will be kept from public view. All sites shall be maintained in a neat and orderly appearance, including periodic cutting of grass. The Declarants, and/or the Property Owners' Association, is

hereby given authority and permission, after due notice to the violator, to go upon any unimproved lot when the grass exceeds a height of one foot for the purpose only of mowing said grass. The lot owner shall be liable for the reasonable cost of mowing, billing and collection.

7. Owners of lots with remote drainfields located on other lots or in Common Area shall have the right to enter upon said lot or Common Area containing remote drainfields for purposes of installation and repair after proper notice to owner of drainfield lot and shall restore said lot or Common Area to original condition and pay for all damage sustained by owner of said drainfield lot resulting from installation or repair of said drainfield.

Owner of drainfield lot may plant grass or garden over drainfield area but is expressly prohibited from building or planting trees over drainfield area or doing any other act inconsistent with the proper installation and maintenance of said drainfield.

8. In construction of a driveway into any parcel or lot, a twelve inch culvert, or larger, if necessary, and as may be required by the Virginia Department of Highways, shall be used in order to prevent blockage of natural drainage.

9. No noxious or offensive activities shall be carried on upon any lot or right of way within the Greenfield Harbour Subdivision, nor shall any act be done thereon which shall constitute an annoyance or nuisance.

10. No house trailer or mobile home shall be parked on any lot in Greenfield Harbour Subdivision at any time. Provided, however, this restriction shall not prevent the temporary use of a travel camper/motor home on any lot by the owner of said lot for a period not exceeding thirty-six (36) months from the date of purchase of said lot or during construction of a residence upon said lot, in which event, the temporary use of a travel camper/motor home thereon shall not exceed twelve (12) months. A travel camper/motor home may be stored on the premises after residential construction has been completed.

11. Each lot owner shall be responsible for his pro rata share of maintaining the common areas. The Declarants, their successors or assigns, may assess each property owner or owners of a lot or lots (which have been sold by the Declarants), the sum of \$50.00 per lot per year.

Any assessment made pursuant to this paragraph 10 shall constitute a lien on each lot until paid, and payment

of said assessment or levy shall be due and payable on or before the first day of January of each year. Partial payments will be due from purchaser on date of settlement. Assessments not paid by March 1 of each calendar year are delinquent and the aforesaid lien may be enforced as provided by law.

The Declarants, their successors and assigns, assume responsibility for the collection of such assessments and maintenance of the common areas until the rights and responsibilities created by this Paragraph 10 are delegated by the developer to Greenfield Harbour Property Owners Association, which will then assume full responsibility for collection of the funds and maintenance of the common areas.

The annual general assessment may be increased or decreased by a two-thirds (2/3) majority of the votes of the members of the association who are voting in person or by proxy at a meeting called for said purpose.

Each purchaser of a lot in Greenfield Harbour Subdivision automatically by acceptance of a deed thereto becomes a member of Greenfield Harbour Property Owners Association and as such agrees to abide by its By-Laws and contribute to the fund required by its By-Laws to carry out its purpose.

12. Easements are reserved by the Declarants, their successors or assigns for installation and maintenance of utilities, drainage facilities, and road improvements. Neither the Declarant, their successors or assigns, nor any utility or construction company using the easements herein referred to, shall be liable for any damage done by them or their successors, assigns, agents, employees, or servants, to land covered by said easements. The Declarants reserve to themselves, their successors and assigns, except where specifically excepted and designated "NUE" on the plat of survey made by Tomlin & Keyser, C.L.S., dated November 28, 1988, and recorded in the aforesaid Clerk's Office in Plat Book 6 at Page 61, the right to grant an easement over, along and upon all roads and for a distance of thirty (30) feet back of and paralleling each side of all roads, and over, along and under all lot side lines, and for a distance of fifteen (15) feet back of and paralleling each lot side line for installation, operation, and maintenance of gas, water, sewer, electric light and power, telephone and telegraph lines, mains, conduits, poles, wires, fixtures, manholes, and other needed accessories and for other utilities and drainage facilities, or for the necessary improvements to the roads to enable them to become a part of the public highway system.

13. The Declarants reserve for themselves, their successors and assigns, the right to dedicate any roads to the County of Northumberland or the Commonwealth of Virginia.

14. Failure to enforce any covenant, condition, restriction, or reservation herein contained shall in no event be deemed a waiver of the right to do so thereafter, as to the same breach, or as to the one occurring prior to or subsequent thereto.

15. Invalidation of any one of these covenants, conditions, restrictions or reservations by judgment or Court Order shall in no wise affect any of the other covenants, conditions, restrictions, or reservations which shall remain in full force and in effect.

16. Any or all of the rights, powers, titles, easements, privileges and/or estates reserved or given to the Declarants, their successors and assigns, may be assigned to any one or more corporations, individuals or associations.

17. The foregoing covenants, restrictions and reservations shall run with the land and be binding upon the owners thereof, their heirs, successors and assigns, for a period of ten (10) years from January 15, 1989, and the same shall be automatically renewed for successive periods of ten (10) years unless an instrument signed by the owners of a majority of the lots in Greenfield Harbour Subdivision agreeing to modify any of the provisions of these restrictions, reservations and covenants in whole or in part is duly recorded in the Office of the Clerk of the Circuit Court of Northumberland County, Virginia.

WITNESS the following signature(s) and seal(s).
This 30th day of January, 1989.

JKL & RGV, a Virginia General Partnership

Robert G. Vanlandingham (SEAL)

ROBERT G. VANLANDINGHAM,

Partner

JKL, INC., a Virginia corporation, Partner

By *L. M. Jewell, Jr.* (SEAL)
L. M. JEWELL, JR.
PRESIDENT

Attest:

Susan J. Lansing
SECRETARY