

Examined, verified and
mailed to *Towne Point
Associates Sept. 1989*

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DECLARATION OF COVENANTS AND RESTRICTIONS
AND
GUIDELINES FOR CONSTRUCTION
FOR
BENNETT'S CREEK LANDING
SECTION II, SLEEPY HOLE BOROUGH, SUFFOLK, VIRGINIA

THAT WHEREAS, TOWNE POINT ASSOCIATES, INC., a Virginia Corporation, is the owner of all lots in Section II, Bennett's Creek Landing in the City of Suffolk, Virginia as shown on a certain plat entitled "PLAT SHOWING SUBDIVISION OF BENNETT'S CREEK LANDING, SECTION II, SUFFOLK, VIRGINIA", said plat having been duly recorded in the Clerk's Office of the Circuit Court of the City of Suffolk, Virginia in Plat Book 12, at Page 331-332; and

WHEREAS, the aforesaid owner desires that the lots hereinabove as shown on the aforesaid plat be sold subject to certain restrictive covenants and conditions.

NOW THEREFORE, TOWNE POINT ASSOCIATES, INC., a Virginia Corporation, and its successors and/or assigns do hereby declare and make known that the following conditions and restrictions shall be covenants real, running with the land and applicable and binding upon the present and future owners for the duration of said covenants and restrictions as stated herein, to-wit:

1. All of said sites shall be used exclusively for residential purposes, with the exception of any well site. No building shall be erected on any site designed for any other use than as a single family dwelling and necessary outbuildings to be used in connection therewith, nor shall any such buildings or any addition

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2. The lots in Bennett's Crsek Landing, Section II, have been classified and designated as Category B Lots & Category C Lots. Category B lots will require a minimum of TWO THOUSAND FOUR HUNDRED (2,400) SQUARE FEET of living area and Category C lots will require a minimum of TWO THOUSAND EIGHT HUNDRED (2,800) SQUARE FEET of living area. These minimum square footage figures are for the actual living area and shall be exclusive of garages, breezeways, porches, patios, balconies or basements.

The following lots shall be designated as Category B lots:
60,65,66,67,70,124,125,126,127 and 128.

The following lots shall be designated as Category C lots:
69,129,130,131,132,133,134, and 135.

3. All buildings shall be set back at least thirty (30) feet from all street lines. On corner lots, all buildings shall be setback at least thirty (30) feet from the side street line. However, should a greater setback be provided for on the final subdivision plat, that setback line shall prevail.

4. No dwelling shall be erected or remain nearer than fifteen (15) feet to any boundary of the property owned by the owner of such dwelling and no outbuilding shall be erected or remain nearer than five (5) feet to such lines. Steps and uncovered porches are

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to be excluded in the measurements in Restriction 3 and in this Restriction.

5. No site shall be used for manufacturing or commercial purposes, nor shall any trade or business activity be carried on upon any of said sites, nor shall anything else be done thereon which may be or become a nuisance to the neighborhood; but this section shall not be construed to prevent the use of any lot for the purpose of supplying water or other utilities or public service to the subdivision.

However, this restriction can specifically exclude the use of a temporary trailer or structure for a sales office to be erected by Towne Point Associates, its successors or assigns.

6. No trailer, tent, shack or other structure of a temporary character shall be erected or placed on any site. However, sanitary facilities and other support structures and facilities for construction shall be permitted. No trailer, tent shack, basement, garage or other structure other than a completed dwelling house, shall be occupied as a dwelling, temporarily or permanently. However, separate garages and other outbuildings are permitted so long as the garages and other outbuildings are permanent structures and are built of the same materials and with the same general design as that of the main structure.

7. No sign board, except a sign advertising the property for sale, shall be erected or placed on any site, and then not to exceed 24" x 36" overall size, except signs designated by TOWNE POINT ASSOCIATES, INC., a Virginia Corporation, its successors and/or assigns, to be appropriate for promotion of said development.

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Berm

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8. There shall be no subdivision or rearrangement of sites resulting in a new site or sites; by any two adjoining sites may be used and considered as one building site. No more than one residence shall be erected upon any one site. This shall not prevent an approximate equal division of a lot, each parcel of which is added to adjoining existing lots to increase the size of said lots, but each lot so increased shall be considered as one site.

9. There shall be a five (5) foot easement along all front, rear and side property lines of all lots for the installation and maintenance of utilities. There shall be an easement granted of ten (10) feet along the front lot lines and side lot lines on corner lots, to accommodate and provide for walk ways. In addition, Towne Point Associates, Inc. its successors and assigns hereby reserves an easement for ingress and egress and maintenance to all lots on which the landscape berms are situated, those lots being the lots with the rear lot lines toward Route 17 on Bridge Road. This easement shall extend from the crown of the berm to the Virginia Department of Highways right-of-way line and shall also provide ingress and egress to this area.

10. No animals or fowl, except household pets, shall be kept on the property, nor shall any stable or barn be erected or maintained on any property within the subdivision.

11. No driveway shall be constructed or maintained to or on any site in such manner as to obstruct normal drainage of the street on which said lot fronts, and to that end, such driveway shall have an apron of proper design. All driveways shall be constructed or exposed aggregate concrete that will match and harmonize with the valley gutter in the subdivision.

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12. Construction on any dwelling once started shall proceed with all haste until completed, with construction being completed within one (1) year after the initiation of construction.

13. No tractor trailers shall be parked on any lot covered under these Restrictions. However, recreational vehicles, recreational travel trailers and boats and pick-up trucks with commercial lettering may be kept on lots provided that they are kept in garages or areas to the side or to the rear of dwellings so as to make them not visible from the street.

14. It is understood that a substantial number of lots in the Bennett's Creek Landing Subdivision, Section II, border upon the Nansemond River or Bennett's Creek or upon the wetlands that are a part of each of these bodies of water. It is understood and agreed that homeowners are aware of the severe restrictions placed on construction, alteration and improvement of the wetlands areas and it is understood and agreed by them that they will seek and secure any and all necessary permits from any state, local or federal governmental agency including but not limited to The United States Army Corps of Engineers, The Virginia Marine Resources Commission, The Suffolk Wetlands Board or others prior to submitting plans in accordance with the articles contained herein for such improvement, alteration or modification.

15. TOWNE POINT ASSOCIATES, INC. hereby reserves the right to reject or approve in it's sole discretion the construction and/or the modification of any bulk head, pier, wharf, or jetty. Plans and specifications for the construction of any bulk head, pier, wharf or jetty or other construction in and around water front lots shall be submitted to TOWNE POINT ASSOCIATES, INC. in accordance with Article Sixteen (16) of these Restrictions.

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16. All plans and specifications, both for original construction and for additions or alterations, must be submitted in advance of the commencement of construction to TOWNE POINT ASSOCIATES, INC., A Virginia Corporation, its successors and/or assigns, and no construction shall commence until the design and material, (with particular emphasis on exterior siding materials), and the location of the dwelling house, or addition thereto or alteration, and all outbuilding have been approved in writing. Once said approval has been granted, the plans and location as approved shall be followed without deviation, unless and until written consent to such deviation is obtained. However, if such plans are neither approved nor disapproved within forty-five (45) days after submission, such approval shall be conclusively presumed to have been given. One copy of said approved plans and specifications is to be filed with TOWNE POINT ASSOCIATES, INC., A Virginia Corporation, its successors and/or assigns. Construction shall be completed in accordance with a document entitled "Guidelines to Design and Construction" attached hereto and made a part hereof.

17. No fence of any kind shall be erected on any site without the written approval of the said TOWNE POINT ASSOCIATES, INC., a Virginia Corporation, its successor and/or assigns, both as to design and materials of which said fence is to be construed. Plans and specifications for fences are to be submitted in the same manner as detailed in Paragraph Sixteen (16) above. No chain-link shall be allowed or permitted and no fence shall be permitted to extend beyond the front portion of any main residence erected on any lot.

18. No radio transmission or radio reception tower shall be placed on any lot in said subdivision. No television antennas or satellite dish receivers shall be placed on the premises or

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improvements thereon so that it is visible. The suggested location for a television antenna or satellite dish receiver, if one be needed, is to place said apparatus in an attic portion of the improvement.

19. No above ground swimming pools of any description shall be permitted or allowed.

20. A landscape plan shall be submitted to TOWNE POINT ASSOCIATES, INC. a Virginia Corporation, it's successors and/or assigns, showing the location of trees and shrubs and the kinds of trees and shrubs to be planted. In addition, this plan shall include existing trees with diagrams or direction as to which trees are to be removed. This plan shall be submitted in accordance with Article Sixteen (16) of these Restrictions. This plan, once approved, must be completed within three (3) months after the completion of construction of any dwelling house.

21. No solar panels or solar heating systems shall be placed on any improvements on said lots without first obtaining the written permission from a representative of TOWNE POINT ASSOCIATES, INC., a Virginia Corporation, it's successor and/or assigns. TOWNE POINT ASSOCIATES, INC., a Virginia Corporation, it's successors and/or assigns hereby expressly reserves the right to deny the placement of the above described equipment on any property effected by these Restrictions. Should TOWNE POINT ASSOCIATES, INC., a Virginia Corporation, it's successors and/or assigns, permit an installation of equipment as described herein, it reserves the right to approve the design, location, placement and shielding of any such device. Plans must be submitted in accordance with Article Sixteen (16) of these Restrictions.

22. It is understood and agreed that purchasers of property in the Bennett's Creek Landing Subdivision shall become members of

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the Bennett's Creek Landing Homeowners Association and it is understood and agreed that property owners shall abide by the rules, restrictions, regulations and assessments of said association.

23. It is understood and agreed that the Bennett's Creek Landing Homeowners Association shall hold and take title to certain improvements including but not limited to clubhouses, piers, wharfs, jetties and observation areas. It is understood and agreed that lot owners shall recognize any easements necessary for the improvement and maintenance of these facilities owned by the homeowners association.

24. The foregoing conditions, reservation, easements and restrictions shall run with the land and be binding upon all purchases of sites shown on said plat and upon all persons claiming under them until August 1, 2007, at which time the said conditions, reservations easements, and restrictions shall automatically be extended for five(5) successive periods of ten (10) years each unless and until cancelled or modified by instrument in writing signed by all the record owners of lots as shown on the subdivision plat.

25. Each lot owner shall rough landscape his or her lot within ninety (90) days of recordation of the conveyance by the developer to the lot owner. Said rough landscaping shall consist of grading the lot to conform with the master drainage plan for the sub-division and the planting of grass on the lot. Thereafter, each lot owner shall have said grass properly mowed so that at no time the height of the grass exceeds 8 inches, regardless of whether or not a dwelling has yet to constructed upon the site. In the event any lot owner fails or refuses to maintain the grass on his or her lot in the above prescribed manner, Towne Point Associates, Inc., its successors and/or assigns reserves the right to call said lot to be maintained at the expenses of the lot owner.

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26. In addition to any other remedies provided by law, TOWNE POINT ASSOCIATES, INC., A Virginia Corporation, its successors and/or assigns, shall have the right, but shall be under no obligation, to enter upon any site as to which a violation of any of the above conditions or restrictions exists and abate such violation at the expense of the person or persons responsible for such violation. The owner of any site shall also have the right to enforce any of the said conditions and restrictions by legal proceedings against any person or person violating the same.

TOWNE POINT ASSOCIATES, INC.
A Virginia Corporation

BY: Joseph E. Carpenter (SEAL)
JOSEPH E. CARPENTER, President

STATE OF VIRGINIA
CITY OF SUFFOLK, to-wit:

The foregoing document was acknowledged before this 17th
day of September, 1989, by Joseph E. Carpenter.

My commission expires: March 16 1991

Patricia H. Sanders
NOTARY PUBLIC

VIRGINIA:
In the Clerk's Office of the Circuit Court of the City of
Suffolk, the 17th day of September, 1989.
This ~~restriction~~ with the certificate annexed was
presented for, and admitted to record at 11:11 P.M.
Teste: Henry C. Marden, Clerk
St. Tax \$ - BY: Joseph E. Carpenter D.C.

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GUIDELINES TO DESIGN AND CONSTRUCTION
FOR
BENNETT'S CREEK LANDING, SECTION I, SLEEPY HOLE BOROUGH
SUFFOLK, VIRGINIA

In accordance with Paragraph Sixteen (16) of the Covenants and Restrictions of Bennett's Creek Landing, Section I, the following Guidelines to Design and Construction shall be adhered to and shall become a part of the Covenants and Restrictions for Bennett's Creek Landing, Section I, Sleepy Hole Borough, Suffolk, Virginia.

The following guidelines shall be adhered to for the construction, improvement, modification or renovation of any structure built on any lot in Bennett's Creek Landing, Section I, Sleepy Hole Borough, Suffolk, Virginia, to-wit:

1. Trash receptacles, clothes drying apparatus and similar equipment must be kept in garages or screened enclosures as approved by TOWNE POINT ASSOCIATES, INC., its successors and/or assigns. Window unit air conditioners shall not be installed or used. All telephone, electric, cable television or other utility lines or connections must be located underground and must have its terminus so as not to be visible from the street or from the street or from neighboring improvements.

2. Exterior colors and materials must be in harmony with one another and in muted color tones. Bright colors and colors such as baby blue, pink and exotic hues are not acceptable.

3. Exterior materials of plastic, aluminum, shiny metallic surfaces or simulated wood, brick or stone will not be acceptable.

Plywood siding shall not be acceptable. All exposed foundations shall be brick or brick veneer, or other material approved at the sole discretion of Towne Point Associates, Inc. its successors and assigns.

4. All plumbing vents, fan exhausts and other necessary roof equipment must be on the rear slope of the roof or otherwise screened from view. Flat roofs must be designed in such a manner and at such an elevation that the roof surface will not be visible from the street.

5. Exposed aluminum roofing may not be used.

6. Roofing materials exposed to view or on slopes shall be of permanent quality such as wood shingles or shakes, slate, cement, cement asbestos, asphalt shingles of architectural grade quality or better.

7. Garages must be entered from the side or back of the main dwelling and no garage door shall front toward the street. However, TOWNE POINT ASSOCIATES, INC., its successors and/or assigns, may consider allowing a modification to this guideline should a hardship situation exist and should TOWNE POINT ASSOCIATES, INC., its successors and/or assigns, be convinced that esthetic beauty may be maintained in a design by allowing a garage door to face toward the street.

8. All drainage swales along the front lot line of any lot shall be graded by the owner or his contractor prior to the completion of the main dwelling house and shall be done in accordance with the site construction plan as set forth in Article Fifteen 915) and in Article Nineteen (19) of the Covenants and Restrictions.

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9. Should by fault of lot owner or his contractor damage occur to the curbing, roadway, and/or the utilities during the construction of a dwelling unit, it shall be the responsibility of the land owner and /or his contractor to repair the damage to the satisfaction of TOWNE POINT ASSOCIATES, INC., it's successors and/or assigns.

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