

**CHURCH POINT
HOMEOWNERS
ASSOCIATION**



**DECLARATION
THE MEWS**

CHURCH POINT HOMEOWNERS ASSOCIATION, INC.

LOTS 1 - 123 : CHURCH POINT

THE MEWS

Declaration of Restrictions

039682

CORRECTED BK 2906 PG 0382
DECLARATION OF RESTRICTIONS
APPLICABLE TO
CHURCH POINT

CORRECTED

THIS/DECLARATION OF RESTRICTIONS, Made and entered into this 12th day of January, 1990, by the undersigned, owner in fee simple of the following described property, to-wit:

All those certain lots, pieces or parcels of land, with the buildings and improvements thereon, lying, situated and being in the City of Virginia Beach, Virginia, and known, numbered and designated as Lots 1 through 123 on that certain plat entitled ~~SUBDIVISION OF CHURCH POINT~~ ^{PROPERTY} ~~CHURCH POINT~~, Bayside Borough, Virginia Beach, Virginia, dated ~~September 10, 1989~~ ^{October 3, 1989}, revised January 4, 1990. WS

The undersigned does hereby declare and give notice that all numbered lots as above referenced are subject to the following limitations, restrictions, conditions and uses to which the lots constituting said subdivision may be put, hereby specifying that said declarations shall constitute covenants to run with the land, as provided by law, and shall be binding upon all parties and all persons claiming under and through the undersigned grantors. This declaration is put to record for the benefit of and to impose limitations upon all future owners of lots in said subdivision but said restrictions do not apply to the undersigned grantor. This Declaration of Restrictions has the express purpose of keeping said subdivision desirable as a residential community, and uniform in architectural design so as to be suitable for use as herein specified.

It is the intent of the undersigned to reserve unto itself or its assigns, for a period not to exceed ten (10) years from the date hereof, the absolute right to waive, amend, modify, release, relinquish or terminate any restriction, covenant or condition contained herein or set forth on the plat or subdivision of "Church Point" as above referenced.

For the purpose of insuring development of CHURCH POINT as a residential community of superior standards, and subject to the foregoing, the following limitations, restrictions and conditions are imposed on the use of the numbered lots set forth above.

1. Whether or not provision therefor is specifically stated in any sales contract or conveyance of record made by the undersigned, the owner or occupant of each and every lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall, fence, mailbox, swimming pool, boathouse, dock, bulkhead, aerial, antenna, dog house, tool shed or any other structure of any description whatsoever shall be placed upon said lot unless and until the plans and specifications therefor and a site plan locating said structure on the lot, have been approved in writing by the undersigned, its successors or assigns. All plans, specifications and site plans shall be submitted in duplicate, with one set to be retained by the undersigned, if approved, and shall include a floor plan drawn to scale, front elevation and a landscaping plan providing for a reasonable number of trees and shrubs in addition to any street trees or other landscaping designated by the undersigned's Master Landscaping Plan for the subdivision. Each such building, wall, fence, mailbox, swimming pool, boathouse, dock, bulkhead, aerial or other structure shall be placed on the premises only in accordance with the plans, specifications and site

plan so approved. Refusal of approval of plans and specifications by the undersigned, its successors and assigns, may be for any reason, including purely aesthetic grounds, which determination shall be in the sole and uncontrolled discretion of the undersigned, its successors and assigns.

No alteration in the exterior appearance of any structure shall be made without like approval. The undersigned reserves the right to designate an individual, association or corporation to act for the undersigned in the approval or rejection of such plans, to charge a reasonable fee for such review; and for the enforcement of these limitations, restrictions and conditions the said designee shall have all the power and authority as reserved to the undersigned for the administration, enforcement and implementation of these limitations, restrictions and conditions.

Should the undersigned, through its designee or otherwise, or its successors or assigns, fail to approve or disapprove the plans and specifications submitted to it by the owner of a lot or lots within thirty (30) days after receipt of a written request for such approval, said approval shall not be required, however, provided that no building or other structure shall be erected or be allowed to remain on any lot which violates any of the limitations, restrictions or conditions herein contained.

The undersigned, through its designee or otherwise, or its successors or assigns, shall have the right to inspect construction of any building while under construction to determine if the limitations, restrictions and conditions herein are being adhered to and shall have the right to stop any construction which does not conform to plans and specifications which have been submitted and approved as herein required.

2. No building shall be erected or allowed to remain on any numbered lot in the subdivision except one (1) single family dwelling house, for the use and occupancy of one (1) family and attendant domestic servants; provided that no such building shall exceed two and one-half (2 1/2) stories in height, in addition to any basement. All garages, porte cocheres, storage areas, tool cabins, garden houses, et cetera, must be attached to said dwelling house and be constructed so as to constitute one (1) building only. Said dwelling house shall occupy a floor area of actually and fully enclosed building, excluding attached garage or porch or porte cochere, of not less than two thousand two hundred fifty (2,250) square feet. Houses built on lots which are less than 14,000 square feet shall be two (2) stories in height. No lot shall be resubdivided into building sites.

3. No sign of any kind shall be displayed to the public view on any lot except one (1) sign of not more than six (6) square feet advertising the property for sale or rent, or a sign used by a builder to advertise the property during the construction and sales period. All signs must be approved as provided in paragraph 1 set forth above.

4. Nothing shall be done on any lot which may be or become an annoyance or nuisance to the neighborhood. No horses, cattle, swine, goats, poultry or fowl, or any other animal not customarily a household pet shall be kept on any lot. No manufacturing, trade, business, commerce, industry, profession or other occupation whatsoever shall be conducted or carried on upon any lot or any part thereof, or in any building or other structure erected thereon. No trash shall be allowed to

accumulate so as to be unsightly or to be a detriment to the area or a fire hazard. In the event that any owner or occupant shall fail or refuse to keep his premises free of weeds, underbrush, refuse or other unsightly growth or objects, the undersigned, its successors or assigns, may enter upon said lands and remove the same at the expense of the owner.

The use of any carport, driveway or parking area which may be in front of, adjacent to, or a part of any lot in said subdivision as a habitual parking place for commercial vehicles is prohibited. The use of any driveway or parking area which may be in front of, adjacent to, or a part of any lot as a habitual parking place for boats or trailers of any kind is prohibited. The parkway (that area between the pavement and the lot line) of each lot shall not be used for the parking of private or commercial vehicles or boats or trailers. The term "commercial vehicles" shall include all motor vehicles and vehicular equipment which shall bear signs or shall have printed thereon reference to any commercial undertaking or enterprise, and all trucks.

No trailer, tent, shack, garage, barn or other outbuildings erected on any lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence; provided, however, this clause shall not be construed to prevent servants quarters being installed over an attached garage. No trailer having a height of five (5) feet or more shall be parked over twelve (12) hours in any one (1) week on any lot or driveway so as to be visible from the street.

5. All owners, family members and agents shall reduce noise levels from 2:00 p.m. Saturday until 8:00 a.m. Monday and on public holidays so that residents will not be disturbed by lawn mowing, sawing, etc. Unnecessary noises shall at all times be avoided.

6. No antenna or communication device shall be constructed on the exterior surface or roof of a home nor shall any satellite dishes be placed on the premises, without written permission of the undersigned, or its successors and assigns. No transmitting equipment or communication equipment shall be operated from the home that will in any manner interfere with standard electronic equipment, radio or television reception used in neighboring residences within the subdivision.

7. No driveway shall be constructed so as to interfere with the normal drainage of the street on which the lot fronts.

8. No lines or wires for communication or for the transmission of current or any other purposes shall be constructed, placed or permitted to be placed upon any lot unless the same shall be contained in underground conduits, and unless permission for installation of same has been specifically granted by the undersigned to the party who intends to install same, through any duly recorded grant or easement.

9. Without limiting the authority of the undersigned, or its successors and assigns, to approve or disapprove plans and specifications for any reason in its sole uncontrolled discretion, including variances from the guidelines listed below, the following plan guidelines are set forth:

Brick or other masonry, wood and stucco are the preferred exterior materials. Vinyl (or substitute) is not preferred. Exterior plans showing more than 20% vinyl (or substitute) shall receive careful scrutiny prior to approval. A color chart approved by the undersigned shall be used to select colors for exteriors. Earth tones are preferred. No cinder block or asbestos siding shall be allowed.

Rear-loading or side-loading garages are preferred rather than front-loading.

Crawl space foundations are preferred to slab. Wood crawl space vents are preferred.

Plumbing and roof stacks shall be in the rear of the house. Flashing, unless copper, around roof stacks, etc., shall be painted a similar color to the roof.

Mechanical equipment such as compressors, etc., shall have a privacy fence to exclude visibility from neighboring streets and properties.

Virginia Power telephone boxes, lead wires, etc., shall be painted the same color as the portion of the house to which they are attached.

No statues, monuments, bric-a-brac, or symbols, other than a house number and name of the resident, shall be displayed from that portion of the lot or home observable from the adjoining street or streets. A gas post lattern and/or sconce attached to the home and visible from the curb is required.

10. The undersigned herein reserves for itself, its successors or assigns, a five (5) foot easement along the side and rear lines of each numbered lot on the plat of subdivision, unless a greater width be shown on the plat of subdivision, for public utility and drainage purposes, and any other reasonable purpose, with the right to assign the same for such uses as deemed by it necessary for the development and service of said lots or adjoining lots.

11. Each owner of a lot or lots in the subdivision which is subject to the landscaping easement as shown on the subdivision plat and recorded covenants, covenants and agrees that no building, wall, fence, mailbox, swimming pool, boathouse, dock, bulkhead, aerial, antenna, dog house, tool shed or any other structure of any description whatsoever shall be placed upon said open space, and each owner shall be responsible for the maintenance of and removal of trash from such open space abutting his property, and for the maintenance and replacement of the grass, trees, hedges, plants, shrubs or other landscaping growing naturally thereon, or as designed by the undersigned, and to keep such landscaping in a neat and trim condition for aesthetic purposes and so as to prevent erosion. For the purpose of perpetuating the professionally designed Master Landscaping Plan, no landscaping designed by the undersigned shall be removed or replaced with different species or sizes of such species, without the written consent of the undersigned, or its designee, successors or assigns. Should any owner of a lot subject to the said landscaping easement fail to maintain said landscaping as aforesaid, then the undersigned, or its designee, successors or assigns, or any other lot owner, or their respective heirs or assigns, shall have the right to maintain said landscaping so as to conform hereto and the expense of such maintenance shall be born by the defaulting lot owner.

Each owner of a lot or lots in the subdivision, who is subject to street tree or shrub designation on the Master Landscaping Plan shall plant and maintain, including replacement with same species and size, such trees or shrubs as are specified in such Landscaping Plan.

12. The undersigned, its successors and assigns, shall have the non-exclusive right, but not the obligation, to enforce these Restrictions, and shall have no liability for any failure to enforce these Restrictions. The undersigned, its successors and assigns, hereby reserves the right to enter into agreements with the owner of any lot or lots, including itself, (without the consent of the owners of other lots in the subdivision) to waive in its entirety or to deviate from these conditions, restrictions, limitations and agreements set forth in this declaration; any such waiver or deviation shall be manifested by agreement in writing and shall not constitute a waiver of any such condition, restriction, limitation or agreement as to the remaining lots in said subdivision, and the same shall remain fully enforceable as to all other lots located in the said subdivision, by the undersigned, its successors and assigns, and by the owners of other lots except as against the lot where such deviation is permitted by such written agreement.

13. These covenants are to run with the land and shall be binding on all parties and all persons claiming under and through the grantors for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for additional ten (10) year periods unless an instrument signed by a majority of the then fee simple owners of the lots has been recorded, wherein the said majority agrees to change said covenants in whole or in part.

14. A REVIEW FEE SHALL BE PAID TO THE UNDERSIGNED, OR SUCCESSORS OR ASSIGNS OF THE UNDERSIGNED, UPON THE SALE OR TRANSFER OF THE PROPERTY. SAID REVIEW FEE SHALL HAVE A CHARGE OF NO MORE THAN THE NORMAL ASSUMPTION FEE CHARGED BY LOCAL LENDERS. SAID REVIEW FEE IS REQUIRED IN ORDER TO ASSURE THAT PROPERTY BEING TRANSFERRED IS IN CONFORMANCE WITH THE AFORESAID RECORDED RESTRICTIONS.

15. In connection with the maintenance of the berms separating Church Point Reach and First Court Road and any other public or quasi-public areas, the following will be adhered to:

- a. The grass will be cut at least once every eighteen (18) days.
- b. Any plant beds are to be maintained in a weed-free condition.
- c. Any dead plants will be promptly removed and replaced with a like plant.

16. No owner of a lot or lots with legal ownership extending into the water shall hinder or obstruct any reasonable dredging activity and channel through his property which would reasonably benefit other waterfront lots within the subdivision. The undersigned, and its successors or assigns, shall have the authority to approve or disapprove, in advance, any dredging activity pursued by one or more lot owners.

17. Any sidewalk, driveway or similar paving for ingress/egress into or out from the lot necessitating removal of the curb and gutter shall be done in accordance with the instructions as set forth in Addendum B - Sawcut Requirements.

18. All lot purchasers and subsequent assigns purchasing their lot are subject to the Church Point infiltration procedure as set forth in Addendum A attached hereto and incorporated herein by reference.

19. Each owner of a lot or lots shall automatically be a member of the subdivision's Homeowners Association to be formed, and shall comply with such rules and pay such dues as are set by the Association.

The Homeowners Association shall be responsible for the management and control of the common areas and all improvements or facilities thereon, and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

20. Enforcement of this declaration shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant contained herein, and such proceeding shall be to either restrain violation or to recover damages for a breach thereof. If no such proceedings be instituted within one hundred eighty (180) days of any such violation, then it shall be conclusively presumed in any legal proceedings that the violation or attempted violation has been waived by the undersigned and all parties owning or having any interest in lots in the subdivision whether or not such parties have actual notice of said violation or attempted violation. The invalidation by any court of any provision herein contained shall not in any way affect any of the other provisions hereof but they shall remain in full force and effect.

21. The undersigned, and its successors, may assign any and all of its rights, powers, obligations and privileges under this instrument to any other corporation, association, firm or person, and references within these Restrictions to successors, assigns, designees, etc., refer to the assignment by the undersigned of all or part of its rights under these Restrictions.

IN WITNESS WHEREOF, First Court Road, Inc. has caused these presents to be executed on its behalf by its duly authorized President, this 12th day of January, 1990.

FIRST COURT ROAD, INC.

By: Jahn Wallace Summs, President

STATE OF VIRGINIA
CITY OF VIRGINIA BEACH, to-wit:

The foregoing instrument was acknowledged by Jahn Wallace Summs, President of First Court Road, Inc., this 12th day of January, 1990.

Marcia Helms Ginter
Notary Public

My Commission Expires:

BK 2906 PG 0388

IN WITNESS WHEREOF, First Court Road, Inc. has re-acknowledged these presents to be executed on its behalf by its duly authorized President, this 24th day of April, 1990.

FIRST COURT ROAD, INC.

By: 
Jahn Wallace Summs, President

STATE OF VIRGINIA
CITY OF VIRGINIA BEACH, to-wit:

The foregoing instrument was acknowledged by Jahn Wallace Summs, President of First Court Road, Inc., this 24th day of April, 1990.


Notary Public

My Commission Expires: 2-3-90



ADDENDUM A
PAGE 1 OF 18

City of Virginia Beach

OFFICE OF THE CITY ENGINEER

MUNICIPAL CD
VIRGINIA BEACH, VIRGINIA 23462
8041 437-

January 9, 1990

Mr. Bruce W. Gallup, P.E.
Gallup Surveyors and Engineers, Ltd.
315 First Colonial Road
Virginia Beach, Virginia 23454

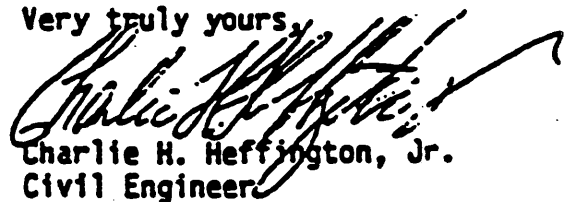
Re: Church Point Infiltration - First Court Road (1786-A)

Dear Mr. Gallup:

Attached is a copy of the "Church Point Infiltration Trench Construction Schedule." This is a detailed step-by-step procedure for the installation of the on-site private infiltration systems. Please note the cover sheet. This must be completely filled out at the time of the issuance of the building permit for each house and a copy of that sheet forwarded to the City Engineer's Office and Highway Inspections.

This sequence of construction must be followed to the letter to ensure occupancy without unnecessary delays. Please do not hesitate to contact this office with any concerns you may have about the above.

Very truly yours,


Charlie H. Heffington, Jr.
Civil Engineer

CHHjr:gle

Enclosure

cc: Jahn W. Summs (w/enclosure)
Robert Loher (w/enclosure)
Collin Powers (w/enclosure)
Karl Smithson (w/enclosure)
Records Management (w/enclosure)

ENGINEERING FILE NO. 1786-A
CHURCH POINT INFILTRATION TRENCH CONSTRUCTION SEQUENCE

The sequence of construction must be followed and each item completed in the proper sequence. Any deviation from this sequence must be approved in writing by the City of Virginia Beach, Department of Public Works, City Engineer's Office. A Certificate of Occupancy, temporary or otherwise, will not be asked for by the owner/builder nor granted until completion and acceptance of the entire infiltration trench construction sequence by the city.

Acknowledged by: _____
Owner/Builder

Date: _____

One copy of this page shall be forwarded to the City Engineer's Office and to Public Works/Highway Inspections Office upon acknowledgment and issuance of the building permit.

Building Permit No. _____

Lot No. _____

Block No. _____

Street Address: _____

1. Subdivision construction plans are available in the City Engineer's Office for review of the approved lot grading and drainage requirements.
2. All right-of-way improvements shall be in place by the developer prior to the installation of the infiltration system .
3. During the interim between the completion of the installation of the infiltration system, a temporary depression shall be installed along the road frontage of all lots (except any First Court Road frontage). This depressed area is designated as "Area H" as shown on detail section A-A attached. This shall be installed by the developer as part of the right-of-way improvements.
4. With the Real Estate Purchase Contract, the buyer/builder shall receive a copy of the Church Point Infiltration Trench Construction Sequence and a copy of the Declaration of Covenants for Storm and Surface Water Facility and System Maintenance (attached).
5. The individual home owner/builder at this point must be informed about the infiltration system and proper sequence prior to the execution of the building contract.
6. The individual home owner/builder receives and acknowledges in writing receipt of the detailed construction sequence for the installation of the infiltration system when the building permit is issued. The builder is now responsible to follow this and all remaining items until occupancy.
7. The owner/builder must notify Highway Inspections at 427-4558 for an initial inspection and conference before any work on-site has begun. The infiltration system is not to be installed until house and grading is complete and the lot is stabilized.
8. No ingress/egress from the right-of-way to the site shall be allowed except at the designated driveway location.
9. All foundations and rough lot grading must be complete and stabilized either by vegetation or by permanent seeding with straw mulch.
10. The owner/builder shall obtain any necessary permits and install the driveway from the curb to the property line at this time.
11. The highway inspector shall be notified and inspect the driveway prior to any on-site construction.
12. The owner/builder at this time may begin the on-site house construction including all walks and driveways, etc., except in the area of the infiltration system.
13. All roof drain downspouts shall be directed to grass areas and concentrated roof runoff shall not drain directly onto any paved area of driveway. All on-site drainage generated from roof or any other surface shall be directed towards the infiltration trench system.

14. After ~~home construction~~ ^{home construction} is complete, the highway inspector shall be notified and inspect the site for compliance with the construction sequence items number 6 through 13.
15. Items 16 through 25 shall be scheduled and coordinated with the highway inspector and constructed within one (1) working day. No partially completed installations will be permitted or accepted.
16. Regrade "Area H" as shown in detail section A-A and B-B attached and on the approved plans. No silt or sediment is to be allowed to enter into the infiltration system.
17. Install the precast drop inlet as shown in "detail A" (attached), adjacent to the property line. The precast drop inlet shall be ACO No. 602 catch basin with cast iron grate without trash bucket. Any equivalent substitute must be approved by the City Engineer's Office.
18. Install "turned-down" 6-inch PVC pipe through sides of drop inlet and seal all around. Backfill and grade as required (see section B-B attached).
19. Install sod within the specified 2-foot by 10-foot area around drop inlet as shown in detail A (attached).
20. Install a silt fence completely around the sodded area as shown in detail A (attached).
21. Excavate for the gravel infiltration trenches. The highway inspector shall inspect the trench prior to the installation of the filter fabric, gravel and perforated pipe. If the highway inspector determines the trench to be unsuitable for infiltration purposes when excavated, as per the approved plans, the owner/builder shall excavate to a depth which meets the requirements for infiltration. The trench should then be inspected by the highway inspector, backfilled with washed sand and compacted in 6-inch lifts, at the direction of the highway inspector, to the designed depth on the approved plans.
22. Once the highway inspector has approved the trench the builder may install the filter fabric, gravel and perforated pipe as per the attached details.
23. After completion of the trench, but before covering it up, the owner/builder shall call Highway Inspections for inspection of the filter fabric and gravel installation.
24. The highway inspector shall be notified at this time for the installation of the driveway apron. No ingress/egress will be allowed over the driveway apron until such time deemed appropriate by the highway inspector.

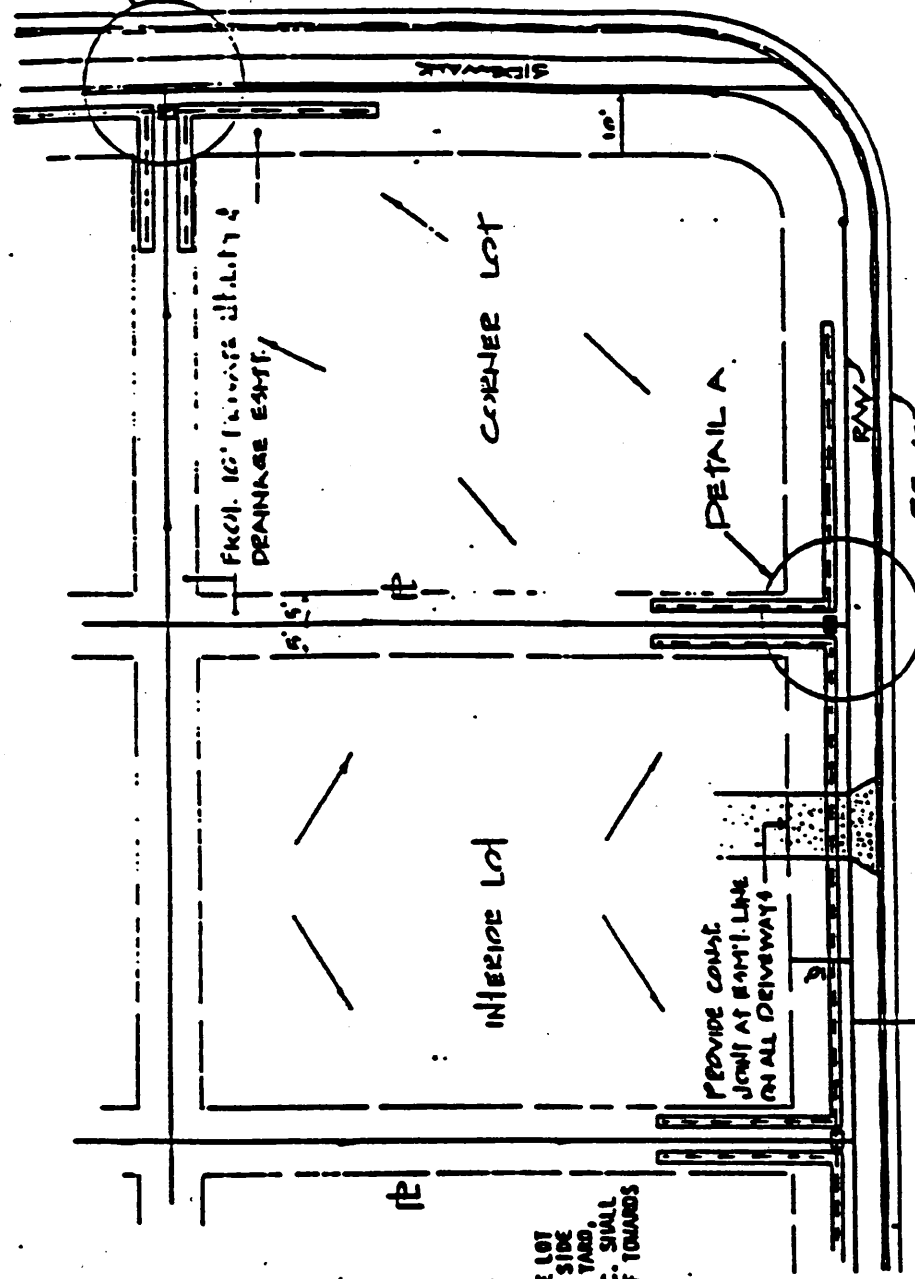
25. After completion of infiltration trenches, final grading must be completed as per the approved construction plans. All areas shall be sodded or permanent seeding established over the entire lot. Straw mulch shall be applied and "crimped-in" over all seeded areas. No machinery or equipment shall be allowed over the newly constructed infiltrated trenches. No silt or sediment is allowed into the infiltration system. Otherwise it will have to be completely replaced by the owner/builder.
26. The silt fence shall remain in place until removal is authorized by the highway inspector and First Court Road Associates. The drop inlet shall be cleaned at this time or as directed by the highway inspector or First Court Road Associates.
27. As soon as the infiltration system has been completely installed and a sufficient grass stand has been established, the owner/builder shall contact the highway inspector for a final inspection, concerning the infiltration system, for occupancy of the dwelling.

11/22/89 (Revised)

CHHjr:gle

BK 2906 PG 0394

BK 2906 PG 0090



NOTE: SEE SCHEDULE FOR LENGTH OF DRAINAGE PROVIDED PER LOT.

NOTE: RESIDENTIAL SITE PLANS MUST PROVIDE LOT GRADING THAT DIRECTS RUNOFF TO THE SIDE LOT LINES AS INDICATED. THE FRONT YARD, INCLUDING ALL DRIVEWAYS, WALKS, ETC. SHALL ALSO BE GRADED TO DIRECT THE RUNOFF TOWARDS THE SIDE LOT LINES.

TYPICAL LAYOUT
INFILTRATION SYSTEM

SEE PLAN-TYP. RWY

CA-6

CA-6

PROVIDE CURB JUNT AT RAMP LINE ON ALL DRIVEWAYS

PROV. 16' DRAINAGE WIDTH & DRAINAGE ENTF.

DETAIL

DETAIL A

CORNER LOT

INTERIOR LOT

SIDEWALK

RWY

RWY

5'

5'

16'

16'

2'

2'

INFILTRATION TRENCH DIMENSION SCHEDULE

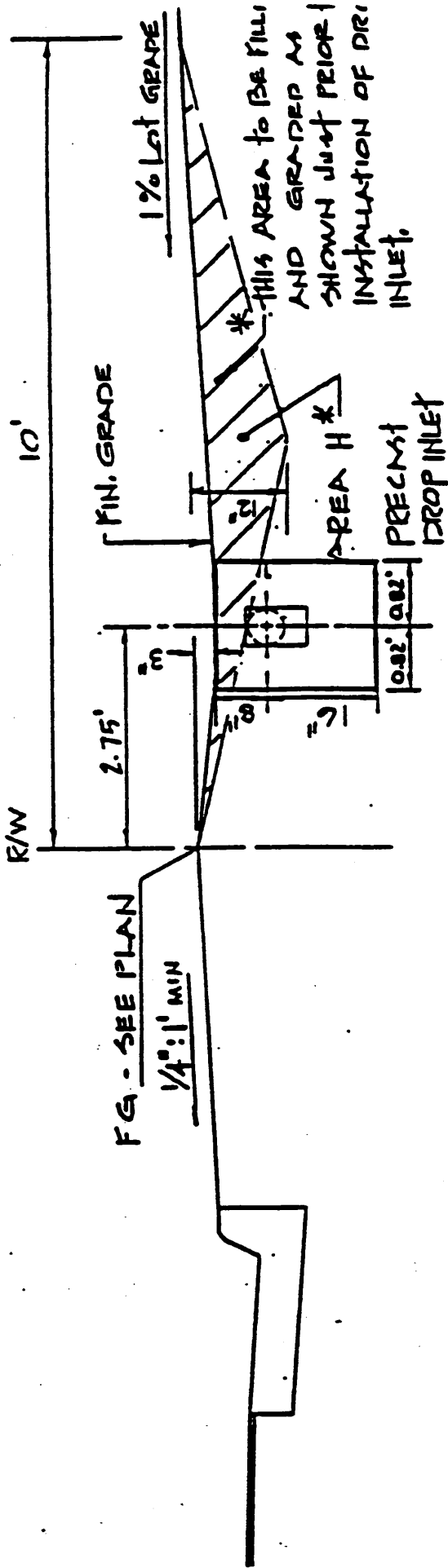
INFILTRATION			TRENCH			DIMENSION			SCHEDULE		
LOT NO.	LOT WIDTH	LOT AREA	MIN. TRENCH LENGTH	LOT NO.	LOT WIDTH	LOT AREA	MIN. TRENCH LENGTH	LOT NO.	LOT WIDTH	LOT AREA	MIN. TRENCH LENGTH
1	VAR.	23,148.235 SQ. FT.	N/A	33	77.13	8,193.66 SQ. FT.	154 FT.	33	77.13	8,193.66 SQ. FT.	154 FT.
2	77.80	9,695.62 SQ. FT.	102 FT.	34	79.35	8,231.34 SQ. FT.	146 FT.	34	79.35	8,231.34 SQ. FT.	146 FT.
3	75.15	11,110.61 SQ. FT.	210 FT.	35	76.02	7,768.09 SQ. FT.	147 FT.	35	76.02	7,768.09 SQ. FT.	147 FT.
4	75.15	11,110.61 SQ. FT.	210 FT.	36	75.00	7,823.16 SQ. FT.	147 FT.	36	75.00	7,823.16 SQ. FT.	147 FT.
5	75.15	11,110.61 SQ. FT.	210 FT.	37	75.73	8,076.82 SQ. FT.	151 FT.	37	75.73	8,076.82 SQ. FT.	151 FT.
6	75.11	10,672.47 SQ. FT.	200 FT.	38	76.42	8,155.17 SQ. FT.	153 FT.	38	76.42	8,155.17 SQ. FT.	153 FT.
7	75.00	9,375.00 SQ. FT.	176 FT.	39	75.27	8,143.39 SQ. FT.	153 FT.	39	75.27	8,143.39 SQ. FT.	153 FT.
8	75.00	9,375.00 SQ. FT.	176 FT.	40	75.35	8,704.23 SQ. FT.	163 FT.	40	75.35	8,704.23 SQ. FT.	163 FT.
9	75.00	9,375.00 SQ. FT.	176 FT.	41	75.03	9,026.33 SQ. FT.	170 FT.	41	75.03	9,026.33 SQ. FT.	170 FT.
10	75.00	9,375.00 SQ. FT.	176 FT.	42	75.00	9,057.67 SQ. FT.	170 FT.	42	75.00	9,057.67 SQ. FT.	170 FT.
11	75.00	9,375.00 SQ. FT.	176 FT.	43	75.00	9,057.67 SQ. FT.	170 FT.	43	75.00	9,057.67 SQ. FT.	170 FT.
12	75.00	9,375.00 SQ. FT.	176 FT.	44	75.05	9,036.45 SQ. FT.	169 FT.	44	75.05	9,036.45 SQ. FT.	169 FT.
13	75.00	9,375.00 SQ. FT.	176 FT.	45	78.85	9,428.47 SQ. FT.	177 FT.	45	78.85	9,428.47 SQ. FT.	177 FT.
14	75.00	9,375.00 SQ. FT.	176 FT.	46	75.15	12,043.24 SQ. FT.	226 FT.	46	75.15	12,043.24 SQ. FT.	226 FT.
15	75.00	9,375.00 SQ. FT.	176 FT.	47	COR	25,885.74 SQ. FT.	405 FT.	47	COR	25,885.74 SQ. FT.	405 FT.
16	75.00	9,375.00 SQ. FT.	176 FT.	48	VAR	14,247.33 SQ. FT.	267 FT.	48	VAR	14,247.33 SQ. FT.	267 FT.
17	75.00	9,375.00 SQ. FT.	176 FT.	49	VAR	12,668.79 SQ. FT.	238 FT.	49	VAR	12,668.79 SQ. FT.	238 FT.
18	75.00	9,375.00 SQ. FT.	176 FT.	50	VAR	14,440.40 SQ. FT.	271 FT.	50	VAR	14,440.40 SQ. FT.	271 FT.
19	75.68	9,330.34 SQ. FT.	175 FT.	51	COR	10,576.77 SQ. FT.	190 FT.	51	COR	10,576.77 SQ. FT.	190 FT.
20	77.50	9,407.44 SQ. FT.	176 FT.	52	59.49	9,875.39 SQ. FT.	105 FT.	52	59.49	9,875.39 SQ. FT.	105 FT.
21	77.50	9,269.02 SQ. FT.	174 FT.	53	61.44	10,193.14 SQ. FT.	N/A	53	61.44	10,193.14 SQ. FT.	N/A
22	75.73	8,758.16 SQ. FT.	164 FT.	54	COR	10,418.03 SQ. FT.	-	54	COR	10,418.03 SQ. FT.	-
23	80.00	9,042.25 SQ. FT.	170 FT.	55	COR	10,522.82 SQ. FT.	-	55	COR	10,522.82 SQ. FT.	-
24	COR	8,969.24 SQ. FT.	237 FT.	56	61.44	10,193.14 SQ. FT.	-	56	61.44	10,193.14 SQ. FT.	-
25	COR	12,647.20 SQ. FT.	237 FT.	57	60.17	9,906.23 SQ. FT.	-	57	60.17	9,906.23 SQ. FT.	-
26	84.00	10,500.00 SQ. FT.	197 FT.	58	COR	10,808.74 SQ. FT.	-	58	COR	10,808.74 SQ. FT.	-
27	84.00	10,500.00 SQ. FT.	197 FT.	59	COR	10,993.53 SQ. FT.	-	59	COR	10,993.53 SQ. FT.	-
28	75.00	9,309.15 SQ. FT.	175 FT.	60	60.17	9,906.23 SQ. FT.	-	60	60.17	9,906.23 SQ. FT.	-
29	75.00	8,831.01 SQ. FT.	166 FT.	61	60.85	10,096.97 SQ. FT.	-	61	60.85	10,096.97 SQ. FT.	-
30	75.00	9,240.35 SQ. FT.	155 FT.	62	COR	11,041.81 SQ. FT.	-	62	COR	11,041.81 SQ. FT.	-
31	75.00	8,893.49 SQ. FT.	152 FT.	63	COR	10,893.65 SQ. FT.	-	63	COR	10,893.65 SQ. FT.	-
32	75.00	8,092.95 SQ. FT.	154 FT.	64	74.45	11,437.64 SQ. FT.	-	64	74.45	11,437.64 SQ. FT.	-

LOT NO.	LOT WIDTH	LOT AREA	MIN. TRACEN LENGTH
65	60.79.	11,309.67 SQ. FT.	212 FT.
66	COR	10,901.75 SQ. FT.	204 FT.
67	COR	10,469.76 SQ. FT.	196 FT.
68	70.42	11,598.35 SQ. FT.	217 FT.
69	74.90	12,290.07 SQ. FT.	230 FT.
70	COR	11,454.04 SQ. FT.	215 FT.
71	COR	12,580.11 SQ. FT.	236 FT.
72	80.09	12,388.43 SQ. FT.	232 FT.
73	37.85	9,101.53 SQ. FT.	171 FT.
74	101.58	8,571.16 SQ. FT.	161 FT.
75	COR	9,179.64 SQ. FT.	172 FT.
76	COR	9,805.43 SQ. FT.	184 FT.
77	100.00	9,179.92 SQ. FT.	172 FT.
78	37.85	9,101.53 SQ. FT.	171 FT.
79	37.85	9,101.53 SQ. FT.	171 FT.
80	100.00	9,179.92 SQ. FT.	172 FT.
81	COR	11,800.46 SQ. FT.	221 FT.
82	COR	13,505.97 SQ. FT.	253 FT.
83	105.00	9,709.92 SQ. FT.	182 FT.
84	37.85	9,101.53 SQ. FT.	171 FT.
85	37.85	9,101.53 SQ. FT.	171 FT.
86	85.00	7,591.33 SQ. FT.	142 FT.
87	85.00	9,008.58 SQ. FT.	169 FT.
88	COR	9,191.88 SQ. FT.	172 FT.
89	COR	10,431.27 SQ. FT.	196 FT.
90	85.00	9,000.58 SQ. FT.	169 FT.
91	85.00	7,591.33 SQ. FT.	142 FT.
92	37.85	9,101.53 SQ. FT.	171 FT.
93	37.85	9,101.53 SQ. FT.	171 FT.
94	85.00	7,591.33 SQ. FT.	143 FT.
95	85.00	9,008.58 SQ. FT.	169 FT.
96	COR	13,143.23 SQ. FT.	247 FT.
97	COR	13,532.65 SQ. FT.	254 FT.
98	102.00	10,810.50 SQ. FT.	203 FT.
99	85.00	7,591.33 SQ. FT.	142 FT.
100	37.85	9,101.53 SQ. FT.	171 FT.
101	37.85	9,101.53 SQ. FT.	171 FT.
102	85.00	7,591.33 SQ. FT.	143 FT.
103	85.00	9,008.58 SQ. FT.	161 FT.
104	85.00	9,010.00 SQ. FT.	161 FT.
105	COR	9,190.07 SQ. FT.	173 FT.
106	COR	9,956.74 SQ. FT.	187 FT.
107	85.00	9,010.00 SQ. FT.	161 FT.
108	85.00	9,008.58 SQ. FT.	169 FT.
109	85.00	7,591.33 SQ. FT.	142 FT.
110	37.85	9,101.53 SQ. FT.	171 FT.
111	37.85	9,101.53 SQ. FT.	171 FT.
112	85.00	7,591.33 SQ. FT.	142 FT.
113	85.00	9,008.58 SQ. FT.	169 FT.
114	85.00	9,010.00 SQ. FT.	161 FT.
115	COR	11,341.87 SQ. FT.	213 FT.
116	COR	9,932.40 SQ. FT.	187 FT.
117	85.00	10,710.00 SQ. FT.	201 FT.
118	85.00	10,710.00 SQ. FT.	201 FT.
119	VAR	19,149.49 SQ. FT.	359 FT.
120	VAR	27,306.96 SQ. FT.	512 FT.
121	VAR	19,285.33 SQ. FT.	362 FT.
122	COR	12,659.59 SQ. FT.	238 FT.
123	122.73	14,692.05 SQ. FT.	276 FT.

BK 2887PG0092

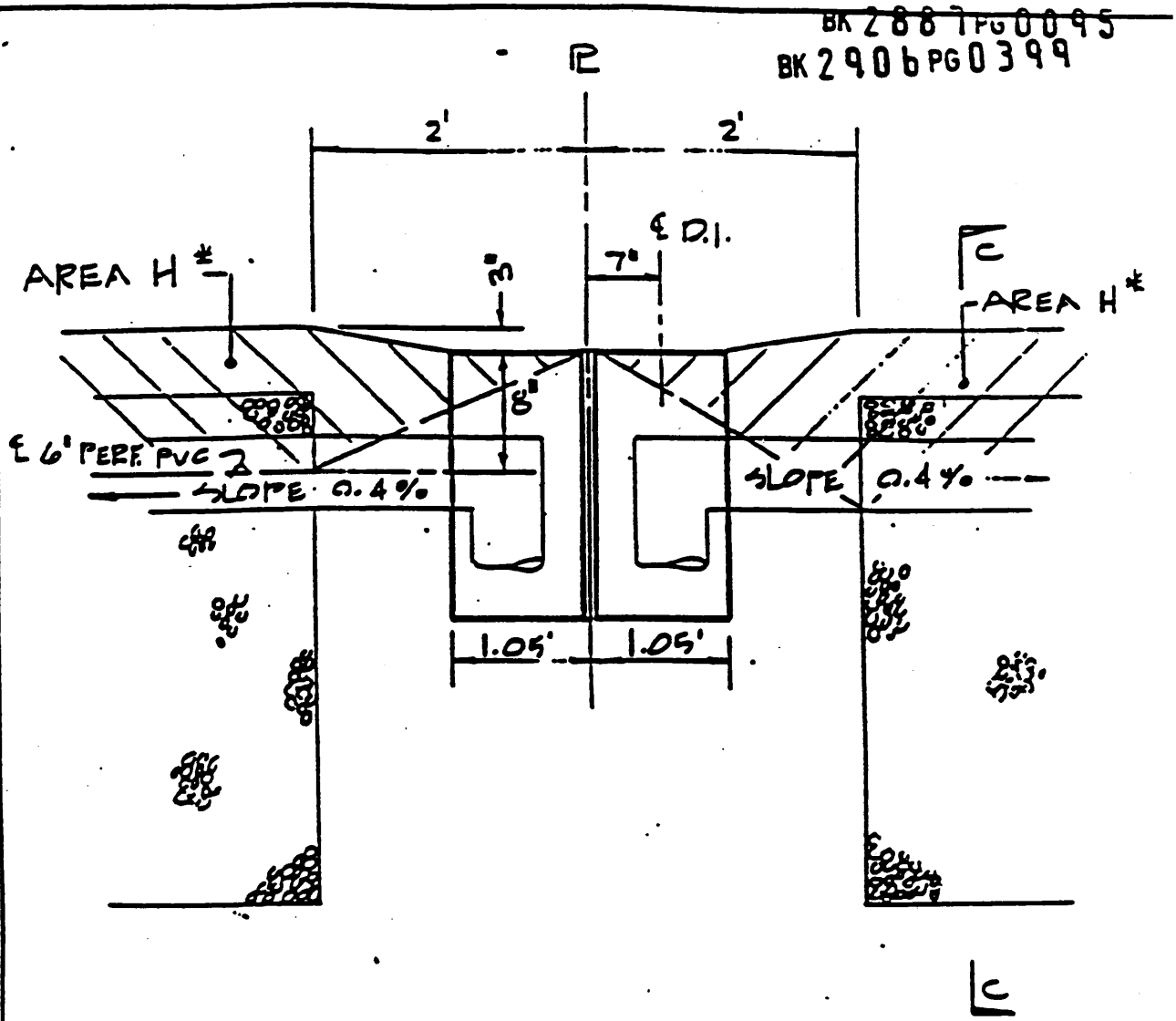
BK 2906PG0396

NOTE: LOTS 1 RE TRIM AS WILL UTILIZE EXISTING



SECTION A-A

BK 2887 PG 0094
 BK 2906 PG 0398



SECTION B-B

R/W

2.75'

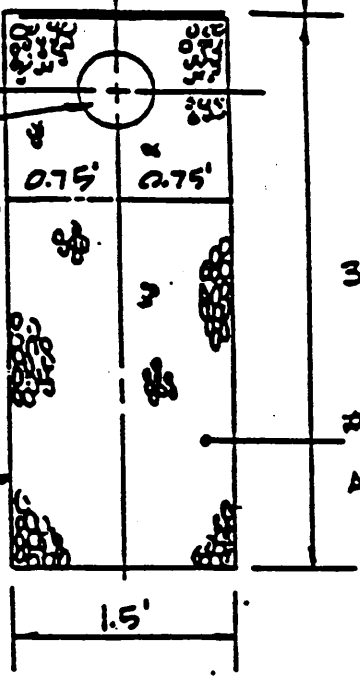
FIN. GRADE

5'

6" PERFORATED PVC PIPE
 (ASTM 3034, ASTM M-278)
 WITH 3/8" HOLES 3" C-C,
 6 ROWS. PIPE TO BE
 WRAPPED WITH NICOLON
 40/30 GEOTEXTILE FILTER
 FABRIC OR APPROVED
 EQUAL.

FILTER FABRIC 2

TRAVERA NON-WOVEN
 POLYESTER FILTER
 CLOTH (NEEDLE PUNCHED)
 OR EQUAL.



3.75'

#357 WASHED AGG.

1.5'

SECTION C-C

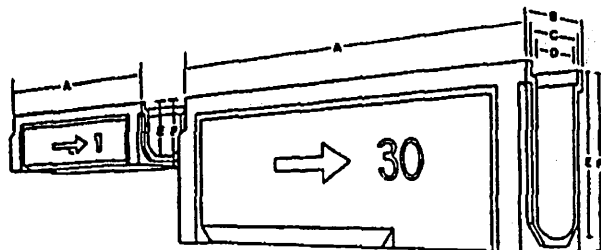


Channel Slope® System NW-100

A precast, modular, interlocking, sloped trench drain system used to remove surface liquids efficiently. Liquids range from water to dilute alkalis and acids found in many industrial and commercial applications.

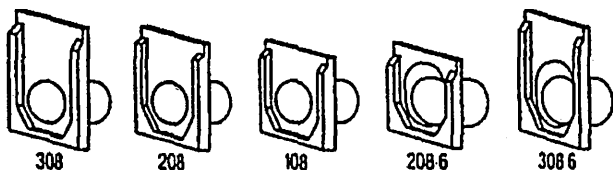
The Parts

Channels: The Channel Slope® System offers smooth, sloped and neutral channels. The sloped channels have a precise 0.6% slope to provide built-in, predictable hydraulics. The bottom of the channel is radiused for enhanced evacuation and cleaning.

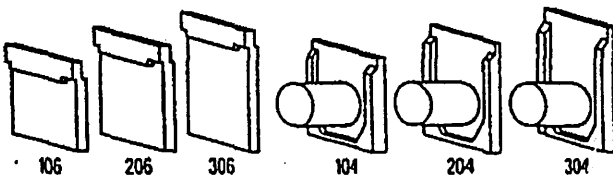


A - 39.37" D - 4.0"
 B - 6.1" E - Varies from 4.6" to 11.4"
 C - 4.9" F - Varies from 5.6" to 12.4"

Outlets: Liquids can be evacuated horizontally by using outlet end caps with built-in 4" or 6" diameter pipe outlets per ASTM 2729, SDR35 or SDR40. Knockouts are provided at the bottom of the channel for vertical evacuation.



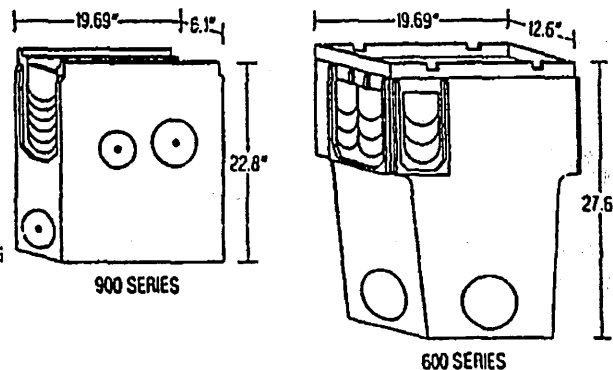
Inlet end caps: Two or more discrete channel systems can be connected with a length of PVC pipe which runs from the outlet end cap of one system into the inlet end cap of a second system. This can be repeated for multiple system connection. (Not allowed for some applications.)



Flaring end caps: Double duty end caps can be used to seal either end of the channel.

Catch Basins

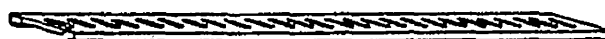
The 400 Series Catch Basin is the same width as the NW-100 System channels. It can be used with any style ACO NW-100 grate. Trash buckets are available for easy removal of debris. Knockout panels are provided on either end of the catch basin for connection with channels.

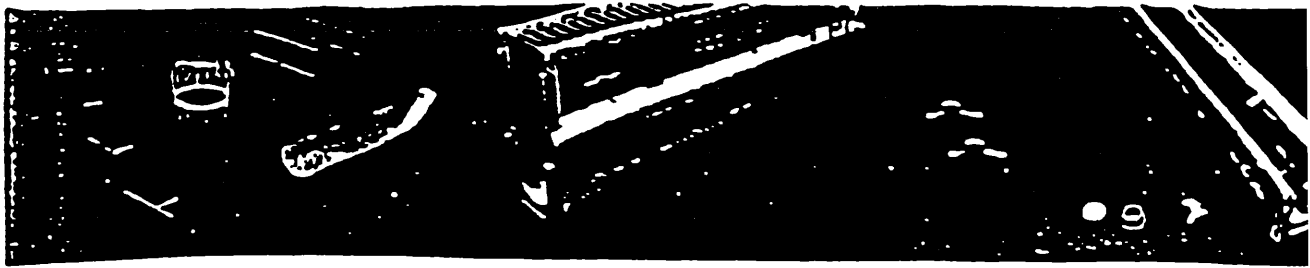


The 600 Series Catch Basin is 12.6" wide and can be used with the NW-100 Channels. It is designed for large capacity applications and features a molded in cast iron rim and ledge. Fiberglass or cast iron grates are offered. Trash buckets are available for easy removal of debris. Knockout panels are provided on either end of the catch basin for connection with the channels.

Knockouts for plumbing connections are also provided.

Grates: Grates are offered in a variety of materials and mechanical designs. (The ACO Grate Table describes the standard grates available for use with the Channel Slope system.)





Accessories

ADDENDUM A

PAGE 14 OF 18

A — Locking devices ACO locking devices are available in plated or stainless steel. A locking bolt fastens into the locking bar. The locking bar is lodged in recesses formed into the channel side walls, securing the grate.

B — Channel Chair The ACO Channel Chair™ securely holds adjoining ends of channels during installation. A continuous pour of concrete around the channels offers considerable time and cost savings.

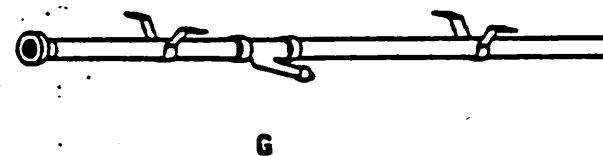
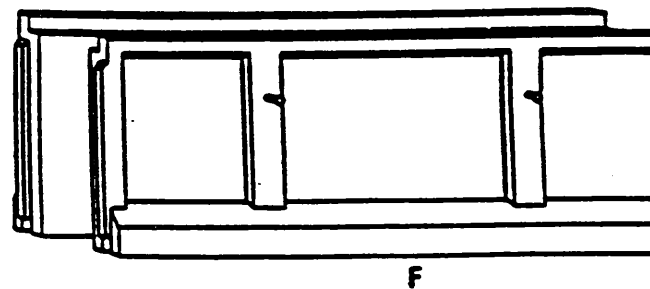
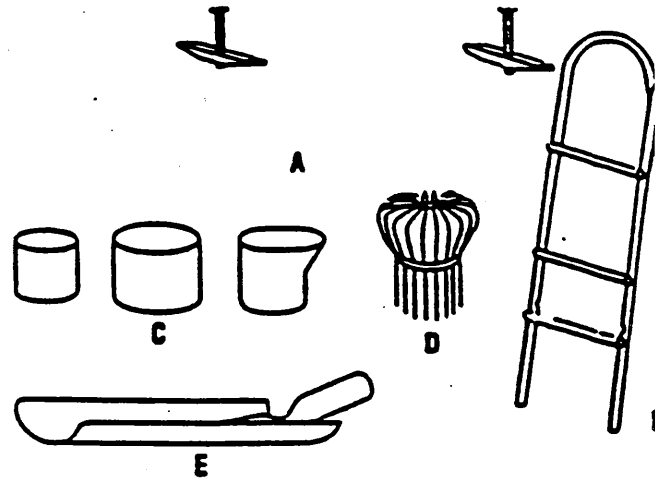
C — Pipe Outlets Manufactured with ACO quality, pipe outlets form a rugged connection between ACO channel and underground piping systems.

D — Strainer Designed to fit a 4" diameter channel outlet hole, the strainer prevents debris from entering an underground piping system.

E — Shovel Head Shaped to match the inside diameter of all channel slope channels, the Shovel Head is a convenient tool for channel cleaning.

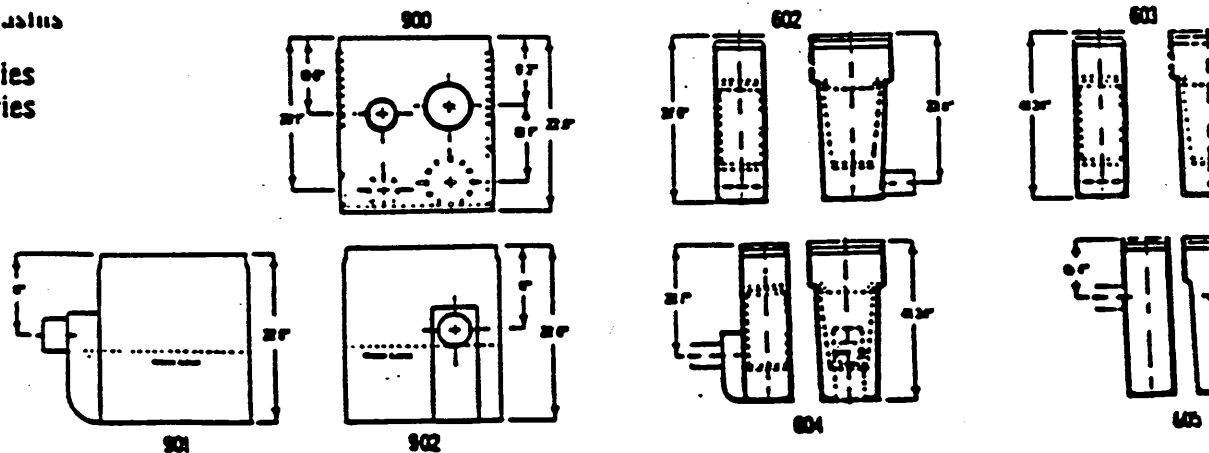
F — AcoWall™ Channel Extension The AcoWall extends the depth of Channel Slope Channels and permits runs of 200 feet of continuously sloped ACO Channel. Designed to securely mount during installation, AcoWall Channel Extensions accept the entire selection of grates and accessories in the Channel Slope System.

G — ACOJET Cleaning System Designed for easy installation in any ACO drain system with removable grates, ACOJET consists of high pressure PVC tubes with strategically placed outlet jets which discharge water to dilute and flush away corrosive or toxic materials, sediment or debris.



Watch Basins

900 series
600 series



.1W 200 CHANNELS (1 meter = 39.37 in.)

Part No.

8" x 11.9

	Per FL	1 Meter Channel	1 Meter Grate
NW200 Channel & Cast Iron Grates	\$55.40	93.24	88.50 *
NW200L Channel, Grate w/Lock'g Device	62.72	117.24	88.50 *
NW27 Closing End Cap (fits both ends)	—	—	—
NW28 Outlet Cap w/4" Pipe Outlet	—	—	—
NW29 Outlet Cap w/6" Pipe	—	—	—

TRANSVERSE DRAINAGE (1 meter = 39.37 in.)

	Per FL
Q100 Transverse Channel w/extra heavy duty grate	41.72
Q200 Transverse Double Wide channel w/extra hvy duty grate	55.90

CATCH BASINS

900 SERIES (6.1" Wide, 19.69" Length, 22.8" Depth)

These Catch Basins are furnished with Galvanized Trash Buckets

	Bucket	Grat'g	Catch Basin
900GCI Cast Iron Grate	\$49.98	\$17.82	\$68.88
900GSL Steel Grate-Med. Duty	49.98	7.88	68.88
900GSH Steel Grate-HD-Dual Grate	49.98	15.20	68.88
900GB Brass Grate-HD Perf	49.98	48.00	68.88
900SS Stainless St-HD Perf	49.98	57.18	68.88
901GCI Cast Iron Grate, Foul Air Trap (end)	49.98	17.82	85.86
901GS Steel Grate, Foul Air Trap (end)	49.98	7.88	85.86
901GSH Steel Grate-HD-Dual Grate	49.98	15.20	85.86
902GCI Cast Iron Grate, Foul Air Trap (side)	49.98	17.82	92.12
902GS Steel Grate, Foul Air Trap (side)	49.98	7.88	92.12
02GSH Steel Grate-HD-Dual Grate	49.98	15.20	92.12

600 SERIES (WITH CAST IRON FRAME, AND CAST IRON OR FIBERGLASS GRATE)

602 19.69" L 12.6" W 27.6" D. w/Galv Bucket	\$61.10	\$106.06	\$123.50
603 19.69" L 12.6" W 41.34" D. w/Galv Bucket	65.30	106.06	165.82
604 19.69" L 12.6" W 41.34" D. w/Galv Bucket Foul Air Trap (side)	65.30	106.06	214.62
605 9.89" L 12.6" W 41.34" D. w/o Bucket for Sump Pump	—	106.06	196.22

STACKABLE 600 SERIES

610 Top Section 19.69" L 12.6" W 13.5" D	65.30	106.06	100.00
611 Middle Section 19.69" L 12.6" W 12" D	—	—	64.36
612 Bottom Section 19.69" L 12.6" W 28" D	—	—	100.00

CAPS (Specify schedule 40 or SDR 35)

Closing caps 106, 206, 306 fits either end of channel	—	—	—
Outlet caps 108, 208, 308 with 4" PVC Outlet	—	—	—
Outlet caps 208-6, & 308-6 with 6" PVC Outlet	—	—	—
Inlet caps 104, 204, 304 with 4" PVC Inlet	—	—	—
Inlet caps 204-6, & 304-6 with 6" PVC Inlet	—	—	—

RAIN DRAIN™ (1 meter = 39.37 inch or 1/2 meter = 19.69 inch lengths)

	Per FL	Channel	Grate
210 One Meter channel & galv. steel std grate	8.74	17.42	11.3
211 One Meter channel & galv. steel perf grate	9.66	17.42	14.3
220 Half Meter channel & galv. steel std grate	8.50	8.44	7.16
221 Half Meter channel & galv. steel perf grate	10.42	8.44	8.66
230 Rain Drain Catch Basin w/Plastic Trash Bucket	—	—	—
240 Rain Drain Catch Basin w/Plastic Trash Bucket & Foul Air Trap	—	—	—
250 Rain Drain Plastic Fitting 4"	—	—	—
260 Rain Drain cap (for both ends of channel)	—	—	—
270 Rain Drain outlet cap w/4" Pipe Outlet	—	—	—

*Price includes 2 half meter lengths
!Prices reduced

THIS DECLARATION OF COVENANTS made this _____ day _____, 1989, by FIRST COURT ROAD, INC., a Virginia corporation, hereinafter referred to as the "Covenantor" to and for the benefit of the City of Virginia Beach, Virginia and its successors and assigns, hereinafter referred to as the "City".

W I T N E S S E T H :

WHEREAS, the City is authorized and required to regulate and control the disposition of storm and surface waters within the Stormwater Management District of the City of Virginia Beach as set forth in the City of Virginia Beach Stormwater Management Ordinance effective April 18, 1988; and

WHEREAS, the Covenantor is the owner of a certain tract or parcel of land more particularly described as :

ALL THOSE certain lots, pieces or parcels of land, together with the buildings and improvements thereon, and the appurtenances thereunto belonging, lying, situate and being in the City of Virginia Beach, Virginia, as shown on Sheets _____ through _____ of the plat entitled, "SUBDIVISION OF CHURCH POINT, BAYSIDE BOROUGH, VIRGINIA BEACH, VIRGINIA," dated _____ 1989, which plat is duly recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Deed Book _____, at pages _____, reference to which plat is hereby made for a more particular description thereof.

It being the same property conveyed unto the Covenantor herein by deed dated December 28, 1988 from Charles F. Burroughs Jr., et ux, and recorded in the Clerk's Office aforesaid in Deed Book 2795, at page 1182, such property being hereinafter referred to as "the property"; and

WHEREAS, the Covenantor and/or its assigns desire to construct certain improvements on its property which will alter extant storm and surface water conditions on both the property and adjacent lands; and

WHEREAS, in order to accommodate and regulate these anticipated changes in existing storm and surface water flow conditions, the Covenantor and/or its assigns desire to build and maintain at its expense, a storm and surface water management facility and system more particularly described and shown on plans titled Church Point, and dated March 15, 1989; and

WHEREAS, the City has reviewed and approved these plans subject to the execution of this agreement..

NOW THEREFORE, in consideration of the benefits received by the Covenantor and/or its assigns as a result of the City's approval of his plans, the Covenantor and/or its assigns, with full authority to execute deeds, deeds in trust, other covenants, and all rights, title and interest in the property described above does hereby covenant with the City as follows:

BK 2906 PG 0405

BK 2887 PG 0101

1. Covenantor and/or its assigns shall construct and perpetually maintain, at its sole expense, the above referenced storm and surface management facility and system in strict accordance with the plan approval granted by the City.

2. Covenantor and/or its assigns shall, at its sole expense, make such changes or modifications to the storm drainage facility and system as may, in the City's discretion, be determined necessary to insure that the facility and system is properly maintained and continues to operate as designed and approved.

3. The City, its agents, employees and contractors shall have the perpetual right of ingress and egress over the property of the Covenantor and/or its assigns and the right to inspect at reasonable times and in reasonable manner, the storm and surface water facility and system in order to insure that the system is being properly maintained and is continuing to perform in an adequate manner.

4. The Covenantor and/or its assigns agree that should it fail to correct any defects in the above described facility and system within ten (10) days from the issuance of written notice, or shall fail to maintain the facility in accordance with the approved design standards and with the law and applicable executive regulation or, in the event of an emergency as determined by the City in its sole discretion, the City is authorized to enter the property to make all repairs, and to perform all maintenance, construction and reconstruction the City deems necessary. The City shall then assess the Covenantor and/or its assigns and/or all landowners served by the facility for the cost of the work, both direct and indirect, and applicable penalties. Said assessment shall be a lien against all properties served by the facility and may be placed on the property tax bills of said properties and collected as ordinary taxes by the City.

5. Covenantor and/or its assigns shall indemnify, save harmless and defend the City from and against any and all claims, demands, suits, liabilities, losses, damages and payments including attorney fees claimed or made by persons not parties to this Declaration against the City that are alleged or proven to result or arise from the Covenantor and/or its assigns construction, operation, or maintenance of the storm and surface water facility and system that is the subject of this Covenant.

6. The covenants contained herein shall run with the land and the Covenantor and/or its assigns further agree that whenever the property shall be held, sold and conveyed, it shall be subject to the covenants, stipulations, agreements and provisions of this Declaration, which shall apply to, bind and be obligatory upon the Covenantor hereto, its heirs, successors and assigns and shall bind all present and subsequent owners of the property served by the facility.

7. The Covenantor and/or its assigns shall promptly notify the City when the Covenantor and/or its assigns' legally transfer any of the Covenantor and/or its assigns responsibilities for the facility. The Covenantor and/or its assigns shall supply the City Engineer's Office, City of Virginia Beach, Municipal Center, Virginia Beach, Virginia 23456 with a copy of any document of transfer, executed by both parties and a copy of this document acknowledged by both parties.

8. The provisions of this Declaration shall be severable and, if a phrase, clause, sentence or provision is declared unconstitutional, or the applicability thereof to the Covenantor and/or its assigns is held invalid, the remainder of this Covenant shall not be affected thereby.

9. The Declaration shall be recorded at the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia at the Covenantor and its assigns's expense.

10. In the event that the City shall determine at its sole discretion, any future time that the facility is no longer required, then the City shall at the request of the Covenantor and/or its assigns execute a release of this Declaration of Covenants which the Covenantor and/or its assigns shall record at its expense.

IN WITNESS WHEREOF, the Covenantor has executed this Declaration of Covenants as of the _____ day of _____, 1989.

FIRST COURT ROAD, INC.,
a Virginia corporation

By: _____
Jahn Wallace Summs, President

SEEN AND AGREED:

PURCHASER

PURCHASER

STATE OF VIRGINIA
CITY OF VIRGINIA BEACH, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 1989, Jahn Wallace Summs, President of First Court Road, Inc., Virginia corporation.

Notary Public

My Commission Expires:

STATE OF VIRGINIA
CITY OF VIRGINIA BEACH, to-wit:

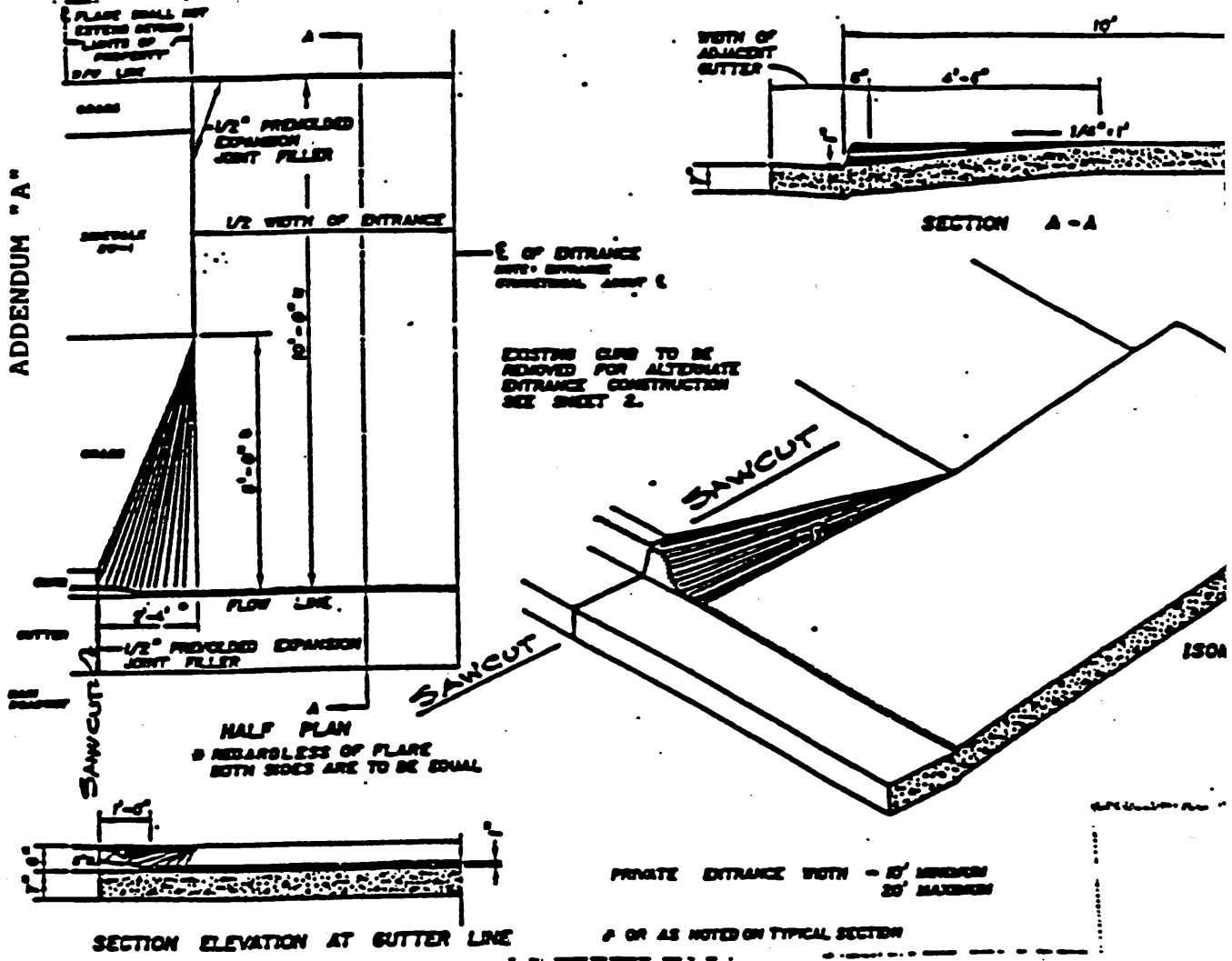
The foregoing instrument was acknowledged before me this _____ day of _____, 1989, by _____ and _____.

Notary Public

My Commission Expires:

ADDENDUM B

SAWCUT REQUIREMENTS



CONSTRUCTION NOTES

VIRGINIA:
 of Jan, 1990 at 4:28, this instrument was received and certificate of acknowledgment thereto annexed, admitted to record. The tax imposed by §§8.1-802 of has been paid, in the amount of \$.....

TESTE: J. CURTIS FRUIT, Clerk

C.C. V. 3/88

**DECLARATION OF COVENANTS
For Storm and Surface Water Facility
And System Maintenance**

THIS DECLARATION OF COVENANTS made this 10th day of April, 1991, by FIRST COURT ROAD, INC., a Virginia corporation, hereinafter referred to as the "Covenantor" to and for the benefit of the City of Virginia Beach, Virginia, and its successors and assigns, hereinafter referred to as the "City".

W I T N E S S E T H:

WHEREAS, the City is authorized and required to regulate and control the disposition of storm and surface waters within the Stormwater Management District of the City of Virginia Beach as set forth in the City of Virginia Beach Stormwater Management Ordinance effective April 16, 1988; and

WHEREAS, the Covenantor is the owner of a certain part or parcel of land more particularly described as:

ALL THOSE certain lots, pieces or parcels of land, together with the buildings and improvements thereon, and the appurtenances thereunto belonging, lying, situated and being in the City of Virginia Beach, Virginia, as shown on the plat entitled "SUBDIVISION OF CHURCH POINT BAYSIDE BOROUGH, VIRGINIA BEACH, VIRGINIA", dated October 6, 1989, which plat is duly recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Deed Book 200, at pages 75-82, reference to which plat is hereby made for a more particular description thereof.

It being the same property conveyed unto the Covenantor herein by deed dated December 28, 1988 from Charles F. Burroughs, Jr., et ux, and recorded in the Clerk's Office aforesaid in Deed Book 2795, at page 1182, such property being hereinafter referred to as "the property"; and

WHEREAS, the Covenantor and/or its assigns desire to construct certain improvements on its property which will alter extant storm and surface water conditions on both the property and adjacent lands; and

WHEREAS, in order to accommodate and regulate these anticipated changes in existing storm and surface water flow conditions, the Covenantor and/or its assigns desire to build and maintain at its expense, a storm and surface water management facility and system more particularly described and shown on plans titled Church Point, and dated March 15, 1989; and

BK 2979PG0828

WHEREAS, the City has reviewed and approved these plans subject to the execution of this agreement.

NOW, THEREFORE, in consideration of the benefits received by the Covenantor and/or its assigns as a result of the City's approval of his plans, Covenantor and/or its assigns, with full authority to execute deeds, deeds of trust, other covenants, and all rights, title and interest in the property described above does hereby covenant with the City as follows:

1. Covenantor and/or its assigns shall construct and perpetually maintain, at its sole expense, the above referenced storm and surface management facility and system in strict accordance with the plan approval granted by the City and referenced in Addendum A to that certain document entitled "Corrected Declaration of Restrictions Applicable to Church Point", recorded in Deed Book 2906, at page 382.

2. Covenantor and/or its assigns shall, at its sole expense, make such changes or modifications to the storm drainage facility and system as may, in the City's discretion, be determined necessary to insure that the facility and system is properly maintained and continues to operate as designed and approved.

3. The City, its agents, employees and contractors shall have the perpetual right of ingress and egress over the property of the Covenantor and/or its assigns and the right to inspect at reasonable times and in reasonable manner, the storm and surface water facility and system in order to insure that the system has been properly installed, is being properly maintained and is continuing to perform in an adequate manner.

4. The Covenantor and/or its assigns agree that should it fail to properly install the above-described facility and system or to correct any defects in the above described facility and system within ten (10) days from the issuance of written notice, or shall fail to maintain the facility in accordance with the approved design standards and with the law and applicable executive regulation or, in the event of an emergency as determined by the City in its sole discretion, the City is authorized to enter the property to make all repairs, and to perform all maintenance, construction and reconstruction the City deems necessary. The City shall then assess the Covenantor and/or its assigns and/or all landowners served by the facility for the cost of the work, both direct and indirect, including administrative costs. Said assessment shall be a lien against all properties served by the facility and may be placed on the property tax bills of said properties and collected as ordinary taxes by the City. In addition thereto, the City shall have the right to collect from the surety securing the installation and maintenance of the facility and system herein contemplated in an amount equal to the actual cost of installation, repair or correction thereof plus reasonable administrative costs incurred by the City, or to seek any other remedy, legal or equitable, as may be permitted by law. The

issuance of a certificate of occupancy shall not be deemed a waiver of the City's rights under this paragraph. The City may, at its option, as a condition of the issuance of any certificate of occupancy, require the owner of a lot or his representative to post a bond, letter of credit or other surety acceptable to the City Attorney, in an amount equal to Fifteen Dollars (\$15.00) per linear foot of minimum trench length, as shown on pages 7 and 8 of the aforesaid Exhibit A, securing the performance of the requirements of this Declaration within such reasonable time as the director of public works may require.

5. Covenantor and/or its assigns shall indemnify, save harmless and defend the City from and against any and all claims, demands, suits, liabilities, losses, damages and payments including attorney fees claimed or made by persons not parties to this Declaration against the City that are alleged or proven to result or arise from the Covenantor and/or its assigns construction, operation, or maintenance of the storm and surface water facility and system that is the subject of this Covenant.

6. The covenants contained herein shall run with the land and the Covenantor and/or its assigns further agree that whenever the property shall be held, sold and conveyed, it shall be subject to the covenants, stipulations, agreements and provisions of this Declaration, which shall apply to, bind and be obligatory upon the Covenantor hereof, its heirs, successors and assigns and shall bind all present and subsequent owners of the property served by the facility.

7. The Covenantor and/or its assigns shall promptly notify the City when the Covenantor and/or its assigns legally transfer any of the Covenantor and/or its assigns responsibilities for the facility. The Covenantor and/or its assigns shall supply the City Engineer's Office, City of Virginia Beach, Municipal Center, Virginia Beach, Virginia 23456 with a copy of any document of transfer, executed by both parties and a copy of this document acknowledged by both parties.

8. The provisions of this Declaration shall be severable and, if any phrase, clause, sentence or provision is declared unconstitutional, or the applicability thereof to the Covenantor and/or its assigns is held invalid, the remainder of this Covenant shall not be affected thereby.

9. The Declaration shall be recorded at the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia at the Covenantor and/or its assign's expense.

10. In the event that the City shall determine at its sole discretion at any future time that the facility is no longer required, then the City shall at the request of the Covenantor and/or its assigns execute a release of this Declaration of Covenants which the Covenantor and/or its assigns shall record at its expense.

112479PGU830

IN WITNESS WHEREOF, the Covenantor has executed this Declaration of Covenants as of the 10th day of April, 1991.

FIRST COURT ROAD, INC., a Virginia corporation

By Charles F. Burroughs, Jr.
Vice President

STATE OF VIRGINIA
HENRICO COUNTY, TO-WIT:
HENRICO

The foregoing instrument was acknowledged before me this 29th day of March, 1991, by Charles F. Burroughs, Jr., Vice President of First Court Road, Inc., a Virginia corporation.

Therese S. Williams
Notary Public

Commission expires: 11-30-94

In the Clerk's Office of the Circuit Court of Henrico County, Virginia
On April 19 91 at 2:27 this instrument was
acknowledged and there is annexed, admitted to record. The fee imposed by § 5-1-1
has been paid in the amount of \$.....
TRAVIS J. CURTIS FRUIT, Clerk By Emilio De la Cruz

AMENDMENT TO DECLARATION OF RESTRICTIONS

FOR CHURCH POINT AND CHURCH POINT FARM

This Amendment to Declarations is made this 28th day of September, 1998 by Church Point Associates, L.P., hereinafter called "CPA".

WITNESSETH:

WHEREAS, Church Point and Church Point Farm were made subject to various Declarations of Restrictions recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach ("the Declarations") as follows: Deed Book 2887, Page 0079; Deed Book 2909, Page 0382; Deed Book 2942, Page 1971; Deed book 3445, Page 2096; Deed Book 3438, Page 1049; Deed Book 3282, Page 0064; Deed Book 3152, Page 1536; Deed Book 3297, Page 1779; Deed Book 3438, Page 1049; Deed Book 3297, Page 1786; Deed Book 3437, Page 1749; Deed Book 3297, Page 1772; Deed Book 3347, Page 0226; Deed Book 3460, Page 0128; Deed Book 3435, Page 0567; Deed Book 3226, Page 1266; Deed Book 3171, Page 1051; Deed Book 3435, Page 0574; Deed Book 3282, Page 0057; Deed Book 3226, Page 1259; Deed Book 3169, Page 0958; Deed Book 3040, Page 1260; Deed Book 3297, Page 1765; Deed Book 3004, Page 0872; and

WHEREAS, the Declaration makes no provision for its amendment except by the Declarant; and

WHEREAS, the Declarant retained the power and authority to amend the Declaration by its sole act for a period of ten years pursuant to the third paragraph on the first page of each Declaration; and

WHEREAS, the said ten year period has not expired as of the recording of the document.

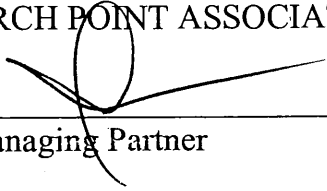
NOW, THEREFORE, the Declarant, Church Point Associates, L.P. does hereby declare by this amendment to the Declarations, Paragraph 13 in each Declaration, shall be amended to add the following provision:

"This Declaration may be amended by the affirmative vote of two-thirds (2/3s) of the members present, in person or by proxy, at a meeting duly convened for the purpose of voting on the amendment after notice, including a copy of the proposed amendment being sent pursuant to the provisions of the Virginia

Non-Stock Corporation Act . Such amendment shall be duly recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach and shall be effective 30 days after such recording and mailing by regular mail to all members at their addresses of record."

IN WITNESS WHEREOF the Declarant does hereby execute this amendment document, by its Managing Partner, this 28th day of September, 1998.

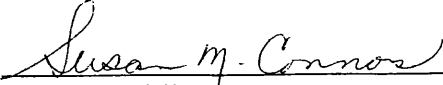
CHURCH POINT ASSOCIATES, L.P.

By: 

Managing Partner

STATE OF VIRGINIA)
CITY OF VIRGINIA BEACH) to wit:

The foregoing instrument was personally acknowledged and signed before me, the undersigned notary public in and for the City of Virginia Beach, Virginia, this 28th day of September, 1998, by John W. Summs, as and in his capacity as Managing Partner of the CHURCH POINT ASSOCIATES, L.P. who executed this instrument on its behalf.



Notary Public

My commission expires: 12-31-01

SUPPLEMENTAL DECLARATION

THIS SUPPLEMENTAL DECLARATION is made this 18th day of May, 1998 by Church Point Associates, L.P., hereinafter called "Declarant".

WITNESSETH:

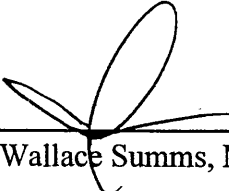
WHEREAS, Declarant submitted to record various restrictive covenants by Declarations (the "Declarations") recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach in Deed Book 2942, Page 1971; Deed Book 3445, Page 2096; Deed Book 3438, Page 1049; Deed Book 3282, Page 0064; Deed Book 3152, Page 1536; Deed Book 3297, Page 1779; Deed Book 3438, Page 1049; Deed Book 3297, Page 1786; Deed Book 3437, Page 1749; Deed Book 3297, Page 1772; Deed Book 3347, Page 0226; Deed Book 3460, Page 0128; Deed Book 3435, Page 0567; Deed Book 3226, Page 1266; Deed Book 3171, Page 1051; Deed Book 3435, Page 0574; Deed Book 3282, Page 0057; Deed Book 3226, Page 1259; Deed Book 3169, Page 0958; Deed Book 3040, Page 1260; Deed Book 3297, Page 1765; Deed Book 3004, Page 0872; and

WHEREAS, the Declarant reserved to itself in Paragraph 20 of the above Declarations the right to assign to another entity the non-exclusive power set forth in Paragraph 12 thereof to enforce the covenants and restrictions contained therein.

NOW, THEREFORE, the undersigned Declarant does hereby designate and appoint Church Point Homeowners Association, Inc. as the legal entity with the non-exclusive right to, but not the obligation, as provided for in the first sentence of Paragraph 12 of the Declarations, to enforce the covenants and restrictions contained in the Declarations, as now or hereafter amended. Except as expressly granted hereby, Declarant reserves all rights and other privileges reserved to Declarant under the Declarations.

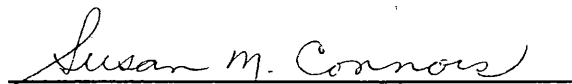
IN WITNESS WHEREOF, the authorized officer of the Declarant has this date set his hand and seal.

CHURCH POINT ASSOCIATES, L.P.

By:  (SEAL)
Jahn Wallace Summs, Managing Partner

COMMONWEALTH OF VIRGINIA
CITY OF VIRGINIA BEACH, to-wit:

The foregoing instrument was personally acknowledged and signed before me, the undersigned notary public in and for the City of Virginia Beach, Virginia, this 18th day of May, 1998, by Jahn Wallace Summs, as and in his capacity as Managing Partner of the CHURCH POINT ASSOCIATES, L.P. who executed this instrument on its behalf.



Notary Public

My commission expires: *12-31-01*

This Instrument Prepared by
And When Recorded Return to:
Willcox & Savage, P.C.
1800 NationsBank Center
One Commercial Place
Norfolk, Virginia 23510

RECEIVED MAR 11 1998

**CLARIFICATION AND AMPLIFICATION OF
DECLARATION OF RESTRICTIONS APPLICABLE TO
CHURCH POINT FARM**

THIS CLARIFICATION AND AMPLIFICATION OF DECLARATION OF RESTRICTIONS (the "Agreement") is made and entered into as of this 30TH day of September, 1997, by CHURCH POINT ASSOCIATES, L.P., a Virginia limited partnership ("Declarant"), as grantor, and grantee for indexing purposes.

RECITALS:

R-1. By Declaration of Restrictions Applicable to Church Point Farm, dated October 1, 1990, and recorded in the Clerk's Office of the Circuit Court for the City of Virginia Beach, Virginia, in Deed Book 2942, at Page 1971, as amended in Deed Book 3347, at Page 219 (as amended, the "Declaration") Declarant subjected the real property described in the Declaration to certain limitations, restrictions, conditions, and uses more particularly set forth in the Declaration.

R-2. Declarant is the owner in fee simple absolute of those certain lots or parcels of land subject to the Declaration commonly known and designated as Lots 13, 43A-1, 44A and 46A, which lots are more particularly described in the Declaration ("Declarant Lots").

R-3. The Declaration, by its terms, does not apply to the Declarant Lots.

R-4. Notwithstanding that the Declaration does not apply to the Declarant Lots, Declarant desires to clarify that Declarant, its agents, employees and independent contractors have certain rights with respect to the Declarant Lots.

R-5. Declarant reserved unto itself under the Declaration the absolute right to waive, amend, modify, release, relinquish or terminate any restriction, covenant or condition contained in the Declaration and to enter into agreements with the owner of any lot or lots, including itself,

without the consent of the owners of other lots, to waive the Declaration in its entirety or to deviate from the conditions, restrictions, limitations and agreements set forth in the Declaration.

AGREEMENT

NOW, THEREFORE, Declarant hereby covenants and declares on behalf of itself and its successors and assigns as follows:

1. Declarant Exempt. Declarant and the Declarant Lots are and shall remain exempt from the restrictions set forth in the Declaration as provided in the second sentence of the second paragraph on page 1 of the Declaration. To the extent not otherwise provided for in the Declaration, the term "grantor" as used in the Declaration shall be deemed to include Declarant, its agents, employees and independent contractors.

2. Reservation of Rights. Notwithstanding that the restrictions of the Declaration do not apply to Declarant, Declarant hereby affirmatively reserves for itself, its agents, employees and independent contractors, all rights which Declarant may deem necessary or desirable to develop and market for sale the Declarant Lots, including:

(a) ~~The~~ right to erect, build and construct on the Declarant Lots single-family dwelling homes and related improvements;

(b) The right to erect on the Declarant Lots any signs as Declarant may desire to advertise the availability for development or sale of the Declarant Lots and any improvements constructed or to be constructed thereon;

(c) The right to conduct all necessary or desirable activities related to the development and/or sale of the Declarant Lots or any part thereof, in any building or other structure placed or erected thereon; and

(d) The right to provide parking in front of, adjacent to or on the Declarant Lots for all private vehicles of Declarant, its agents, employees, and independent contractors.

3. Amendment to Declaration. To the extent that any of the provisions of Paragraph 1 and/or 2 above shall be deemed to constitute an amendment of the Declaration, then the Declaration shall be deemed to be amended by this Agreement.

4. Ratification. The terms, covenants and conditions of the Declaration, to the extent modified by this Agreement, are hereby ratified and reaffirmed and are, and shall continue to remain, in full force and effect.

This Instrument Prepared by
And When Recorded Return to:
Willcox & Savage, P.C.
1800 NationsBank Center
One Commercial Place
Norfolk, Virginia 23510

RECEIVED MAR 11 1998

**CLARIFICATION AND AMPLIFICATION OF
DECLARATION OF RESTRICTIONS APPLICABLE TO
CHURCH POINT**

THIS CLARIFICATION AND AMPLIFICATION OF DECLARATION OF RESTRICTIONS (the "Agreement") is made and entered into as of this 30TH day of September, 1997, by FIRST COURT ROAD, INC., a Virginia corporation ("Declarant"), as grantor, and grantee for indexing purposes.

RECITALS:

R-1. By corrected Declaration of Restrictions Applicable to Church Point, dated January 12, 1990, and recorded in the Clerk's Office of the Circuit Court for the City of Virginia Beach, Virginia, in Deed Book 2887, at Page 79, corrected in Deed Book 2906, at Page 382, and amended in Deed Book 2979, at Page 825 (as amended, the "Declaration"), Declarant subjected the real property described in the Declaration to certain limitations, restrictions, conditions, and uses more particularly set forth in the Declaration.

R-2. Declarant is the owner in fee simple absolute of those certain lots or parcels of land subject to the Declaration commonly known and designated as Lots 33 through 38, inclusive, which lots are more particularly described in the Declaration (the "Declarant Lots").

R-3. The Declaration, by its terms, does not apply to the Declarant Lots.

R-4. Notwithstanding that the Declaration does not apply to the Declarant Lots, Declarant desires to clarify that Declarant, its agents, employees and independent contractors have certain rights with respect to the Declarant Lots.

R-5. Declarant reserved unto itself under the Declaration the absolute right to waive, amend, modify, release, relinquish or terminate any restriction, covenant or condition contained in the Declaration and to enter into agreements with the owner of any lot or lots, including itself,

without the consent of the owners of other lots, to waive the Declaration in its entirety or to deviate from the conditions, restrictions, limitations and agreements set forth in the Declaration.

AGREEMENT

NOW, THEREFORE, Declarant hereby covenants and declares on behalf of itself and its successors and assigns as follows:

1. Declarant Exempt. Declarant and the Declarant Lots are and shall remain exempt from the restrictions set forth in the Declaration as provided in the second sentence of the second paragraph on page 1 of the Declaration. To the extent not otherwise provided for in the Declaration, the term "grantor" as used in the Declaration shall be deemed to include Declarant, its agents, employees and independent contractors.

2. Reservation of Rights. Notwithstanding that the restrictions of the Declaration do not apply to Declarant, Declarant hereby affirmatively reserves for itself, its agents, employees and independent contractors, all rights which Declarant may deem necessary or desirable to develop and market for sale the Declarant Lots, including:

(a) The right to erect, build and construct on the Declarant Lots single-family dwelling homes and related improvements;

(b) The right to erect on the Declarant Lots any signs as Declarant may desire to advertise the availability for development or sale of the Declarant Lots and any improvements constructed or to be constructed thereon;

(c) The right to conduct all necessary or desirable activities related to the development and/or sale of the Declarant Lots or any part thereof, in any building or other structure placed or erected thereon; and

(d) The right to provide parking in front of, adjacent to or on the Declarant Lots for all private vehicles of Declarant, its agents, employees, and independent contractors.

3. Amendment to Declaration. To the extent that any of the provisions of Paragraph 1 and/or 2 above shall be deemed to constitute an amendment of the Declaration, then the Declaration shall be deemed to be amended by this Agreement.

4. Ratification. The terms, covenants and conditions of the Declaration, to the extent modified by this Agreement, are hereby ratified and reaffirmed and are, and shall continue to remain, in full force and effect.

5. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the undersigned has caused this Supplemental Declaration to be executed on its behalf by its duly authorized president as of the day and year first above written.

DECLARANT:

FIRST COURT ROAD, INC.,
a Virginia corporation

By: _____ (SEAL)
Jahn Wallace Summs, President

COMMONWEALTH OF VIRGINIA
CITY OF VIRGINIA BEACH, to-wit:

The foregoing instrument was acknowledged before me this 30TH day of September, 1997 by Jahn Wallace Summs, as President of First Court Road, Inc., a Virginia corporation, on behalf of such corporation.

Notary Public

My commission expires: 5-30-01
[Affix Notarial Seal]

RECORDED WITH
CERTIFICATE ANNEXED
97 OCT 10 AM 8:50

\$58.1-802 TAXES PAID \$ _____
VIRGINIA BEACH, VA.
TESTE: *[Signature]*
CLERK, CIRCUIT COURT

050293

BK 2099 2090

DECLARATION OF EASEMENT

THIS DECLARATION OF EASEMENT, dated this 28th day of March, 1990 made by First Court Road, Inc., a Virginia corporation.

WHEREAS, First Court Road, Inc. is the owner of lots 53 through 119, inclusive, as shown on that certain plat entitled "Subdivision of Property, Church Point, Bayside Borough, Virginia Beach, Virginia", which said plat is duly recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia in Map Book 200, at page 75; and

WHEREAS, First Court Road, Inc. desires to create on said lots cross reciprocal easements for ingress and egress for the benefit of the future owners of the said lots and their guests, and desires to limit the use and enjoyment of the said easements to the lots specifically served by and the lots encumbered or burdened by said easements;

NOW THEREFORE, this Declaration of Easement.

First Court Road, Inc. does hereby create and establish on the following described lots cross reciprocal ingress and egress easements as follows:

LOTS 53 THROUGH 56, INCLUSIVE: A 5 foot ingress and egress easement in the following locations: along the northern side lot line of lot 53, along the southern side lot line and the rear or eastern lot line of lot 54, along the rear or western lot line of lot 55 and an area five feet square in the northwest corner of lot 56. The easement created on lots 53 through 56, inclusive, shall be for the sole use and enjoyment of the owners of lots 53 through 56 and their guests. Each owner of lots 53 through 56, inclusive, shall contribute ratably with the other owners of lots 53 through 56, inclusive, to the costs of any repairs and maintenance of the easement created hereby and the owners of the said lots shall use the rights granted hereby with due regard to the rights of others and their use thereof, and shall not use the easement area in any way that will impair the rights of others to use it, and shall not obstruct passage thereon.

LOTS 57 THROUGH 60, INCLUSIVE: A 5 foot ingress and egress easement in the following locations: along the northern side lot line of lot 57, along the southern side lot line and the rear or eastern lot line of lot 58, along the rear or western lot line of lot 59 and an area five feet square in the northwest corner of lot 60. The easement created on lots 57 through 60, inclusive shall be for the sole use and enjoyment of the owners of lots 57 through 60 and their guests. Each owner of lots 57 through 60, inclusive,

shall contribute ratably with the other owners of lots 57 through 60, inclusive, to the costs of any repairs and maintenance of the easement created hereby and the owners of the said lots shall use the rights granted hereby with due regard to the rights of others and their use thereof, and shall not use the easement area in any way that will impair the rights of others to use it, and shall not obstruct passage thereon.

LOTS 61 THROUGH 64, INCLUSIVE: A 5 foot ingress and egress easement in the following locations: along the northern side lot line of lot 61, along the southern side lot line and the rear or eastern lot line of lot 62, along the western or rear lot line of lot 63 and an area five feet square in the northwest corner of lot 64. The easement created on lots 61 through 64, inclusive, shall be for the sole use and enjoyment of the owners of lots 61 through 64 and their guests. Each owner of lots 61 through 64, inclusive, shall contribute ratably with the other owners of lots 61 through 64, inclusive, to the costs of any repairs and maintenance of the easement created hereby and the owners of the said lots shall use the rights granted hereby with due regard to the rights of others and their use thereof, and shall not use the easement area in any way that will impair the rights of others to use it, and shall not obstruct passage thereon.

LOTS 65 THROUGH 68, INCLUSIVE: A 5 foot ingress and egress easement in the following locations: along the northern side lot line of lot 65, along the southern side lot line and the rear or eastern lot line of lot 66, along the western or rear lot line of lot 67 and an area five feet square in the northwest corner of lot 68. The easement created on lots 65 through 68, inclusive, shall be for the sole use and enjoyment of the owners of lots 65 through 68 and their guests. Each owner of lots 65 through 68, inclusive, shall contribute ratably with the other owners of lots 65 through 68, inclusive, to the costs of any repairs and maintenance of the easement created hereby and the owners of the said lots shall use the rights granted hereby with due regard to the rights of others and their use thereof, and shall not use the easement area in any way that will impair the rights of others to use it, and shall not obstruct passage thereon.

LOTS 69 THROUGH 72, INCLUSIVE: A 5 foot ingress and egress easement in the following locations: along the northern side lot line of lot 69, along the southern side lot line and the rear or eastern lot line of lot 70, along the western or rear lot line of lot 71 and an area five feet square in the northwest corner of lot 72. The easement created on lots 69 through 72, inclusive, shall be for the sole use and enjoyment of the owners of lots 69 through 72, inclusive, and their guests. Each owner of lots 69 through 72, inclusive, shall contribute ratably with the other owners of lots 69 through

72, inclusive, to the costs of any repairs and maintenance of the easement created hereby and the owners of the said lots shall use the rights granted hereby with due regard to the rights of others and their use thereof, and shall not use the easement area in any way that will impair the rights of others to use it, and shall not obstruct passage thereon.

LOTS 73 THROUGH 78, INCLUSIVE: A 5 foot ingress and egress easement in the following locations: along the northern side lot line of lot 73, along the southern side lot line and the rear or eastern lot line of lot 74, along the rear or eastern lot line of lot 75, along the western or rear lot line of lot 76, along the rear or eastern lot line of lot 77 and an area five feet square in the northwest corner of lot 78. The easement created on lots 73 through 78, inclusive, shall be for the sole use and enjoyment of the owners of lots 73 through 78 and their guests. Each owner of lots 73 through 78, inclusive, shall contribute ratably with the other owners of lots 73 through 78, inclusive, to the costs of any repairs and maintenance of the easement created hereby and the owners of the said lots shall use the rights granted hereby with due regard to the rights of others and their use thereof, and shall not use the easement area in any way that will impair the rights of others to use it, and shall not obstruct passage thereon.

LOTS 79 THROUGH 84, INCLUSIVE: A 5 foot ingress and egress easement in the following locations: along the northern side lot line of lot 79, along the southern side lot line and the rear or eastern lot line of lot 80, along the rear or eastern lot line of lot 81, along the western or rear lot line of lot 82, along the rear or eastern lot line of lot 83 and an area five feet square in the northwest corner of lot 84. The easement created on lots 79 through 84, inclusive, shall be for the sole use and enjoyment of the owners of lots 79 through 84 and their guests. Each owner of lots 79 through 84, inclusive, shall contribute ratably with the other owners of lots 79 through 84, inclusive, to the costs of any repairs and maintenance of the easement created hereby and the owners of the said lots shall use the rights granted hereby with due regard to the rights of others and their use thereof, and shall not use the easement area in any way that will impair the rights of others to use it, and shall not obstruct passage thereon.

LOTS 85 THROUGH 92, INCLUSIVE: A 5 foot ingress and egress easement in the following locations: along the northern side lot line of lot 85, along the southern side lot line and the rear or eastern lot line of lot 86, along the rear or eastern lot line of lots 87 and 88, along the western or rear lot line of lots 89, 90 and 91 and an area five feet square in the northwest corner of lot 92. The easement created on lots 85 through 92, inclusive, shall be for the sole use and enjoyment of the owners of lots 85 through

92 and their guests. Each owner of lots 85 through 92, inclusive, shall contribute ratably with the other owners of lots 85 through 92, inclusive, to the costs of any repairs and maintenance of the easement created hereby and the owners of the said lots shall use the rights granted hereby with due regard to the rights of others and their use thereof, and shall not use the easement area in any way that will impair the rights of others to use it, and shall not obstruct passage thereon.

LOTS 93 THROUGH 100, INCLUSIVE: A 5 foot ingress and egress easement in the following locations: along the northern side lot line of lot 93, along the southern side lot line and the rear or eastern lot line of lot 94, along the rear or eastern lot line of lots 95 and 96, along the western or rear lot line of lots 97, 98 and 99 and an area five feet square in the northwest corner of lot 100. The easement created on lots 93 through 100, inclusive, shall be for the sole use and enjoyment of the owners of lots 97 through 100 and their guests. Each owner of lots 93 through 100, inclusive, shall contribute ratably with the other owners of lots 93 through 100, inclusive, to the costs of any repairs and maintenance of the easement created hereby and the owners of the said lots shall use the rights granted hereby with due regard to the rights of others and their use thereof, and shall not use the easement area in any way that will impair the rights of others to use it, and shall not obstruct passage thereon.

LOTS 101 THROUGH 110, INCLUSIVE: A 5 foot ingress and egress easement in the following locations: along the northern side lot line of lot 101, along the southern side lot line and the rear or eastern lot line of lot 102, along the rear or eastern lot line of lots 103, 104 and 105, along the western or rear lot line of lots 106, 107, 108 and 109 and an area five feet square in the northwest corner of lot 110. The easement created on lots 101 through 110, inclusive, shall be for the sole use and enjoyment of the owners of lots 101 through 110 and their guests. Each owner of lots 101 through 110, inclusive, shall contribute ratably with the other owners of lots 101 through 110, inclusive, to the costs of any repairs and maintenance of the easement created hereby and the owners of the said lots shall use the rights granted hereby with due regard to the rights of others and their use thereof, and shall not use the easement area in any way that will impair the rights of others to use it, and shall not obstruct passage thereon.

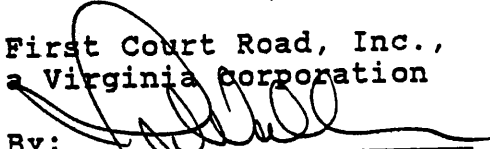
LOTS 111 THROUGH 119, INCLUSIVE: A 5 foot ingress and egress easement in the following locations: along the northern side lot line of lot 111, along the southern side lot line and the rear or eastern lot line of lot 112, along the rear or eastern lot line of lots 113, 114 and 115, along the western or rear lot line of lots 116, 117 and 118 and along the rear or western lot line of lot 119

from its northernmost side lot to the a point five feet south of the intersection of the line dividing lots 112 and lot 111 with the rear or western lot line lot 119. The easement created on lots 111 through 119, inclusive, shall be for the sole use and enjoyment of the owners of lots 111 through 119 and their guests. Each owner of lots 111 through 119, inclusive, shall contribute ratably with the other owners of lots 111 through 119, inclusive, to the costs of any repairs and maintenance of the easement created hereby and the owners of the said lots shall use the rights granted hereby with due regard to the rights of others and their use thereof, and shall not use the easement area in any way that will impair the rights of others to use it, and shall not obstruct passage thereon.

The easements described and created herein are to and shall run with the land, and shall be binding on and shall inure to the benefit of the owners of lots 53 through 119, inclusive, their heirs, successors and assigns.

Witness the following signature and seal:

First Court Road, Inc.,
a Virginia corporation

By: 
Jahn Wallace Summs
President

STATE OF VIRGINIA AT LARGE
CITY OF VIRGINIA BEACH, to-wit:

The foregoing instrument was acknowledged before me, the undersigned Notary Public, by Jahn Wallace Summs, President of First Court Road, Inc., a Virginia corporation.


Notary Public

My commission expires: Aug 14, 1990

This Instrument Prepared by
And When Recorded Return to:
Willcox & Savage, P.C.
1800 NationsBank Center
One Commercial Place
Norfolk, Virginia 23510

RECEIVED MAR 11 1998

**CLARIFICATION AND AMPLIFICATION OF
DECLARATION OF RESTRICTIONS APPLICABLE TO
BISHOPS COURT AT CHURCH POINT FARMS**

THIS CLARIFICATION AND AMPLIFICATION OF DECLARATION OF RESTRICTIONS (the "Agreement") is made and entered into as of this 30TH day of September, 1997, by CHURCH POINT ASSOCIATES, L.P., a Virginia limited partnership ("Declarant"), as grantor, and grantee for indexing purposes.

RECITALS:

R-1. By Declaration of Restrictions Applicable to Bishops Court at Church Point Farms (the "Declaration"), dated November 13, 1995, and recorded in the Clerk's Office of the Circuit Court for the City of Virginia Beach, Virginia, in Deed Book 3565, at Page 976, Declarant subjected the real property described in the Declaration to certain limitations, restrictions, conditions, and uses more particularly set forth in the Declaration.

R-2. Declarant is the owner in fee simple absolute of those certain lots or parcels of land subject to the Declaration commonly known and designated as Lots 5, 6, 7, 9, 10, 11, 13, 14, 17, 19, 21, 22, 23, 24, 25, 29, 32 and 33, which lots are more particularly described in the Declaration (the "Declarant Lots").

R-3. The Declaration, by its terms, does not apply to the Declarant Lots.

R-4. Notwithstanding that the Declaration does not apply to the Declarant Lots, Declarant desires to clarify that Declarant, its agents, employees and independent contractors have certain rights with respect to the Declarant Lots.

R-5. Declarant reserved unto itself under the Declaration the absolute right to waive, amend, modify, release, relinquish or terminate any restriction, covenant or condition contained in the Declaration and to enter into agreements with the owner of any lot or lots, including itself,

without the consent of the owners of other lots, to waive the Declaration in its entirety or to deviate from the conditions, restrictions, limitations and agreements set forth in the Declaration.

AGREEMENT

NOW, THEREFORE, Declarant hereby covenants and declares on behalf of itself and its successors and assigns as follows:

1. Declarant Exempt. Declarant and the Declarant Lots are and shall remain exempt from the restrictions set forth in the Declaration as provided in the second sentence of the second paragraph on page 1 of the Declaration. To the extent not otherwise provided for in the Declaration, the term "grantor" as used in the Declaration shall be deemed to include Declarant, its agents, employees and independent contractors.

2. Reservation of Rights. Notwithstanding that the restrictions of the Declaration do not apply to Declarant, Declarant hereby affirmatively reserves for itself, its agents, employees and independent contractors, all rights which Declarant may deem necessary or desirable to develop and market for sale the Declarant Lots, including:

(a) The right to erect, build and construct on the Declarant Lots single-family dwelling homes and related improvements;

(b) The right to erect on the Declarant Lots any signs as Declarant may desire to advertise the availability for development or sale of the Declarant Lots and any improvements constructed or to be constructed thereon;

(c) The right to conduct all necessary or desirable activities related to the development and/or sale of the Declarant Lots or any part thereof, in any building or other structure placed or erected thereon; and

(d) The right to provide parking in front of, adjacent to or on the Declarant Lots for all private vehicles of Declarant, its agents, employees, and independent contractors.

3. Amendment to Declaration. To the extent that any of the provisions of Paragraph 1 and/or 2 above shall be deemed to constitute an amendment of the Declaration, then the Declaration shall be deemed to be amended by this Agreement.

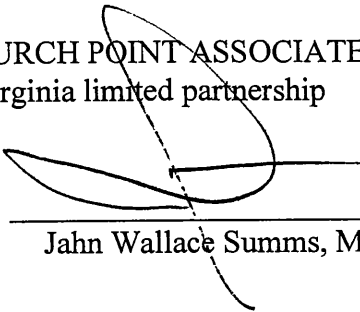
4. Ratification. The terms, covenants and conditions of the Declaration, to the extent modified by this Agreement, are hereby ratified and reaffirmed and are, and shall continue to remain, in full force and effect.

5. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the undersigned has caused this Supplemental Declaration to be executed on its behalf by its duly authorized managing partner as of the day and year first above written.

DECLARANT:

CHURCH POINT ASSOCIATES, L.P.,
a Virginia limited partnership



By: _____ (SEAL)
Jahn Wallace Summs, Managing Partner

COMMONWEALTH OF VIRGINIA
CITY OF VIRGINIA BEACH, to-wit:

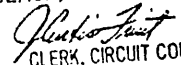
The foregoing instrument was acknowledged before me this 30TH day of September, 1997 by Jahn Wallace Summs, as Managing Partner of Church Point Associates, L.P., a Virginia limited partnership, on behalf of such partnership.

Notary Public

My commission expires: 5-30-01
[Affix Notarial Seal]

RECORDED WITH
CERTIFICATE ANNEXED

97 OCT 10 AM 8: 50

\$58.1-802 TAXES PAID \$ _____
VIRGINIA BEACH, VA.
TESTE: 
CLERK, CIRCUIT COURT

**CHURCH POINT
HOMEOWNERS
ASSOCIATION**



**DECLARATION
THE QUAYS**

CHURCH POINT HOMEOWNERS ASSOCIATION, INC.

**LOTS 1 - 45 : SECTION 2
CHURCH POINT FARM**

THE QUAYS

Declaration of Restrictions

DECLARATION OF RESTRICTIONS**APPLICABLE TO
CHURCH POINT FARM**

THIS DECLARATION OF RESTRICTIONS, Made and entered into this 1st day of October, 1990, by the undersigned, owner in fee simple of the following described property, to-wit:

All those certain lots, pieces or parcels of land, with the buildings and improvements thereon and the appurtenances thereunto belonging, lying, situate and being in the City of Virginia Beach, Virginia, and being known, numbered and designated as Lots 1 through 45, inclusive and Parcels A and B, as shown on that certain plat entitled "SUBDIVISION OF CHURCH POINT FARM, SECTION TWO, BAYSIDE BOROUGH, VIRGINIA BEACH, VIRGINIA", dated March 1990, made by Basgier and Associates, a Professional Corporation, Engineers-Surveyors-Planners, Virginia Beach, Virginia (the "Subdivision Plat"), which Subdivision Plat is recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Map Book 205, at Pages 65 through 71, et seq.

The undersigned does hereby declare and give notice that all lots and parcels, as above referenced are subject to the following limitations, restrictions, conditions and uses to which the lots, parcels, and constituting said subdivision may be put, hereby specifying that said declarations shall constitute covenants to run with the land, as provided by law, and shall be binding upon all parties and all persons claiming under and through the undersigned grantors. This declaration is put to record for the benefit of and to impose limitations upon all future owners of lots in said subdivision but said restrictions do not apply to the undersigned grantor. This Declaration of Restrictions has the express purpose of keeping said subdivision desirable as a residential community, and uniform in architectural design so as to be suitable for use as herein specified.

It is the intent of the undersigned to reserve unto itself or its assigns, for a period not to exceed ten (10) years from the date hereof, the absolute right to waive, amend, modify, release, relinquish or terminate any restriction, covenant or condition contained herein or set forth on the plat or subdivision of "Church Point Farm" as above referenced.

For the purpose of insuring development of CHURCH POINT FARM as a residential community of superior standards, and subject to the foregoing, the following limitations, restrictions and conditions are imposed on the use of the lots, parcels, and park dedications set forth above.

1. Whether or not provision therefore is specifically stated in any sales contract or conveyance of record made by the undersigned, the owner or occupant of each and every lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall, fence, mailbox, swimming pool, boathouse, dock, bulkhead, aerial, antenna, dog house, tool shed or any other structure of any description whatsoever shall be placed upon said lot unless and until the plans and specifications therefor and a site plan locating said structure on the lot, have been approved in writing by the undersigned, its successors or assigns. All plans, specifications and site plans shall be submitted in duplicate, with one set to be retained by the undersigned, if approved, and shall include a floor plan drawn to scale, front elevation and a landscaping plan providing for a reasonable number of trees and shrubs in addition

to any street trees or other landscaping designated by the undersigned's Master Landscaping Plan for the subdivision. Each such building, wall, fence, mailbox, swimming pool, boathouse, dock, bulkhead, aerial or other structure shall be placed on the premises only in accordance with the plans, specifications and siteplan so approved. Refusal of approval of plans and specifications by the undersigned, its successors and assigns, may be for any reason, including purely aesthetic grounds, which determination shall be in the sole and uncontrolled discretion of the undersigned, its successors and assigns.

No alteration in the exterior appearance of any structure shall be made without like approval. The undersigned reserves the right to designate an individual, association or corporation to act for the undersigned in the approval or rejection of such plans, to charge a reasonable fee for such review; and for the enforcement of these limitations, restrictions and conditions the said designee shall have all the power and authority as reserved to the undersigned for the administration, enforcement and implementation of these limitations, restrictions and conditions.

Should the undersigned, through its designee or otherwise, or its successors or assigns, fail to approve or disapprove the plans and specifications submitted to it by the owner of a lot or lots within thirty (30) days after receipt of a written request for such approval, said approval shall not be required, however, provided that no building or other structure shall be erected or be allowed to remain on any lot which violates any of the limitations, restrictions or conditions herein contained.

The undersigned, through its designee or otherwise, or its successors or assigns, shall have the right to inspect construction of any building while under construction to determine if the limitations, restrictions and conditions herein are being adhered to and shall have the right to stop any construction which does not conform to plans and specifications which have been submitted and approved as herein required.

2. No building shall be erected or allowed to remain on any numbered lot in the subdivision except one (1) single family dwelling house, for the use and occupancy of one (1) family and attendant domestic servants. All garages, porte cocheres, storage areas, tool cabins, garden houses, et cetera, must be attached to said dwelling house and be constructed so as to constitute one (1) building only. Said dwelling house shall occupy a floor area of actually and fully enclosed building, excluding attached garage or porch or porte cochere, of not less than three thousand one hundred (3,100) square feet. No lot shall be resubdivided into building sites.

3. No sign of any kind shall be displayed to the public view on any lot except one (1) sign of not more than six (6) square feet advertising the property for sale or rent, or a sign used by a builder to advertise the property during the construction and sales period. All signs must be approved as provided in paragraph 1 set forth above.

4. Nothing shall be done on any lot which may be or become an annoyance or nuisance to the neighborhood. No horses, cattle, swine, goats, poultry or fowl, or any other animal not customarily a household pet shall be kept on any lot. No manufacturing, trade, business, commerce, industry, profession or other occupation whatsoever shall be conducted or carried on upon any lot or any part thereof, or in any building or other structure erected thereon. No trash shall be allowed to accumulate so as to be unsightly or to be a detriment to the area or a fire hazard. In the event that any owner or occupant shall fail or refuse to keep his

premises free of weeds, underbrush, refuse or other unsightly growth or objects, the undersigned, its successors or assigns, may enter upon said lands and remove the same at the expense of the owner.

The use of any carport, driveway or parking area which may be in front of, adjacent to, or a part of any lot in said subdivision as a habitual parking place for commercial vehicles is prohibited. The use of any driveway or parking area which may be in front of, adjacent to, or a part of any lot as a habitual parking place for boats or trailers of any kind is prohibited. The parkway (that area between the pavement and the lot line) of each lot shall not be used for the parking of private or commercial vehicles or boats or trailers. The term "commercial vehicles" shall include all motor vehicles and vehicular equipment which shall bear signs or shall have printed thereon reference to any commercial undertaking or enterprise, and all trucks.

No trailer, tent, shack, garage, barn or other outbuildings erected on any lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence; provided, however, this clause shall not be construed to prevent servants quarters being installed over an attached garage. No trailer having a height of five (5) feet or more shall be parked over twelve (12) hours in any one (1) week on any lot or driveway so as to be visible from the street.

5. All owners, family members and agents shall reduce noise levels from 2:00 p.m. Saturday until 8:00 a.m. Monday and on public holidays so that residents will not be disturbed by lawn mowing, sawing, etc. Unnecessary noises shall at all times be avoided.

6. No antenna or communication device shall be constructed on the exterior surface or roof of a home nor shall any satellite dishes be placed on the premises, without written permission of the undersigned, or its successors and assigns. No transmitting equipment or communication equipment shall be operated from the home that will in any manner interfere with standard electronic equipment, radio or television reception used in neighboring residences within the subdivision.

7. No driveway shall be constructed so as to interfere with the normal drainage of the street on which the lot fronts.

8. No lines or wires for communication or for the transmission of current or any other purposes shall be constructed, placed or permitted to be placed upon any lot unless the same shall be contained in underground conduits, and unless permission for installation of same has been specifically granted by the undersigned to the party who intends to install same, through any duly recorded grant or easement.

9. Without limiting the authority of the undersigned, or its successors and assigns, to approve or disapprove plans and specifications for any reason in its sole uncontrolled discretion, including variances from the guidelines listed below, the following plan guidelines are set forth: Brick or other masonry, wood and stucco are the preferred exterior materials. Vinyl (or substitute) is not preferred. Exterior plans showing more than 20% vinyl (or substitute) shall receive careful scrutiny prior to approval. A color chart approved by the undersigned shall be used to select colors for exteriors. Earth tones are preferred. No cinder block or asbestos siding shall be allowed.

Rear-loading or side-loading garages are preferred rather than front-loading.

Crawl space foundations are preferred to slab. Wood crawl space vents are preferred.

Plumbing and roof stacks shall be in the rear of the house. Flashing, unless copper, around roof stacks, etc., shall be painted a similar color to the roof.

Mechanical equipment such as compressors, etc., shall have a privacy fence to exclude visibility from neighboring streets and properties.

Virginia Power telephone boxes, lead wires, etc., shall be painted the same color as the portion of the house to which they are attached.

No statues, monuments, bric-a-brac, or symbols, other than a house number and name of the resident, shall be displayed from that portion of the lot or home observable from the adjoining street or streets. A gas post lattern and/or sconce attached to the home and visible from the curb is required.

10. The undersigned herein reserves for itself, its successors or assigns, a five (5) foot easement along the side and rear lines of each numbered lot on the plat of subdivision, unless a greater width be shown on the plat of subdivision, for public utility and drainage purposes, and any other reasonable purpose, with the right to assign the same for such uses as deemed by it necessary for the development and service of said lots or adjoining lots.

11. Each owner of a lot or lots in the subdivision which is subject to the landscaping easement as shown on the subdivision plat and recorded covenants, covenants and agrees that no building, wall, fence, mailbox, swimming pool, boathouse, dock, bulkhead, aerial, antenna, dog house, tool shed or any other structure of any description whatsoever shall be placed upon said open space, and each owner shall be responsible for the maintenance of and removal of trash from such open space abutting his property, and for the maintenance and replacement of the grass, trees, hedges, plants, shrubs or other landscaping growing naturally thereon, or as designed by the undersigned, and to keep such landscaping in a neat and trim condition for aesthetic purposes and so as to prevent erosion. For the purpose of perpetuating the professionally designed Master Landscaping Plan, no landscaping designed by the undersigned shall be removed or replaced with different species or sizes of such species, without the written consent of the undersigned, or its designee, successors or assigns. Should any owner of a lot subject to the said landscaping easement fail to maintain said landscaping as aforesaid, then the undersigned, or its designee, successors or assigns, or any other lot owner, or their respective heirs or assigns, shall have the right to maintain said landscaping so as to conform hereto and the expense of such maintenance shall be born by the defaulting lot owner.

Each owner of a lot or lots in the subdivision which is subject to street tree or shrub designation on the Master Landscaping Plan shall plant and maintain, including replacement with same species and size, such trees or shrubs as are specified in such Landscaping Plan.

12. The undersigned, its successors and assigns, shall have the non-exclusive right, but not the obligation, to enforce these Restrictions, and shall have no liability for any failure to enforce these Restrictions. The undersigned, its successors and assigns, hereby reserves the right to enter into agreements with the owner of any lot or lots, including itself, (without the consent of the owners of other lots in the subdivision) to waive in its entirety or to deviate from these conditions, restrictions, limitations and agreements set forth in this

declaration; any such waiver or deviation shall be manifested by agreement in writing and shall not constitute an agreement as to the remaining lots in said subdivision, and the same shall remain fully enforceable as to all other lots located in the said subdivision, by the undersigned, its successors and assigns, and by the owners of other lots except as against the lot where such deviation is permitted by such written agreement.

13. These covenants are to run with the land and shall be binding on all parties and all persons claiming under and through the grantors for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for additional ten (10) year periods unless an instrument signed by a majority of the then fee simple owners of the lots has been recorded, wherein the said majority agrees to change said covenants in whole or in part.

14. A REVIEW FEE SHALL BE PAID TO THE UNDERSIGNED, OR SUCCESSORS OR ASSIGNS OF THE UNDERSIGNED, UPON THE SALE OR TRANSFER OF THE PROPERTY. SAID REVIEW FEE SHALL HAVE A CHARGE OF NO MORE THAN THE NORMAL ASSUMPTION FEE CHARGED BY LOCAL LENDERS. SAID REVIEW FEE IS REQUIRED IN ORDER TO ASSURE THAT PROPERTY BEING TRANSFERRED IS IN CONFORMANCE WITH THE AFORESAID RECORDED RESTRICTIONS.

15. No owner of a lot or lots with legal ownership extending into the water shall hinder or obstruct any reasonable dredging activity and channel through his property which would reasonably benefit other waterfront lots within the subdivision. The undersigned, and its successors or assigns, shall have the authority to approve or disapprove, in advance, any dredging activity pursued by one or more lot owners.

16. Any sidewalk, driveway or similar paving for ingress/egress into or out from the lot necessitating removal of the curb and gutter shall be done in accordance with the instructions as set forth in Addendum A - Sawcut Requirements.

17. The guidelines for park dedications and recreation areas shall be set forth in detail under "Rules and Regulations" of Homeowners Association, wherein specific details pertain to waterfront area.

18. Each owner of a lot or lots shall in the subdivision of Church Point Farm, shall automatically be a member of the subdivision's Homeowners Association and shall comply with such rules and pay such dues as are set by the Association. Membership in the Homeowners' Association is mandatory.

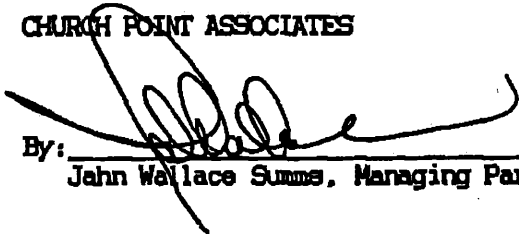
The Homeowners Association shall be responsible for the management and control of the common areas and all improvements or facilities thereon, and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

19. Enforcement of this declaration shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant contained herein, and such proceeding shall be to either restrain violation or to recover damages for a breach thereof. If no such proceedings be instituted within one hundred eighty (180) days of any such violation, then it shall be conclusively presumed in any legal proceedings that the violation or attempted violation has been waived by the undersigned and all parties owning or having any interest in lots in the subdivision whether or not such parties have actual notice of said violation or attempted violation. The invalidation by any court of any provision herein contained shall not in any way affect any of the other provisions hereof but they shall remain in full force and effect.

20. The undersigned, and its successors, may assign any and all of its rights, powers, obligations and privileges under this instrument to any other corporation, association, firm or person, and references within these Restrictions to successors, assigns, designees, etc., refer to the assignment by the undersigned of all or part of its rights under these Restrictions.

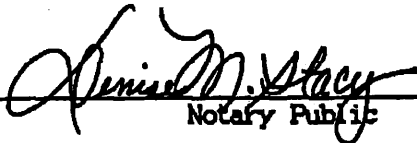
IN WITNESS WHEREOF, Church Point Associates, has caused these presents to be executed on its behalf by its duly authorized partner, this 1st day of October, 1990.

CHURCH POINT ASSOCIATES


By: _____
Jahn Wallace Summs, Managing Partner

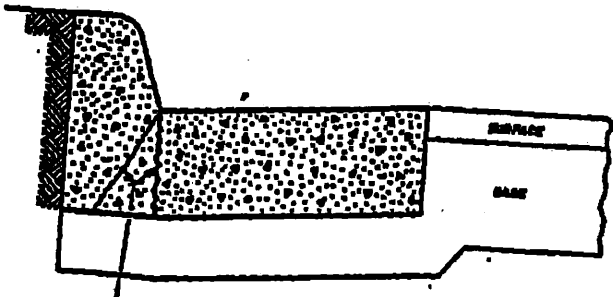
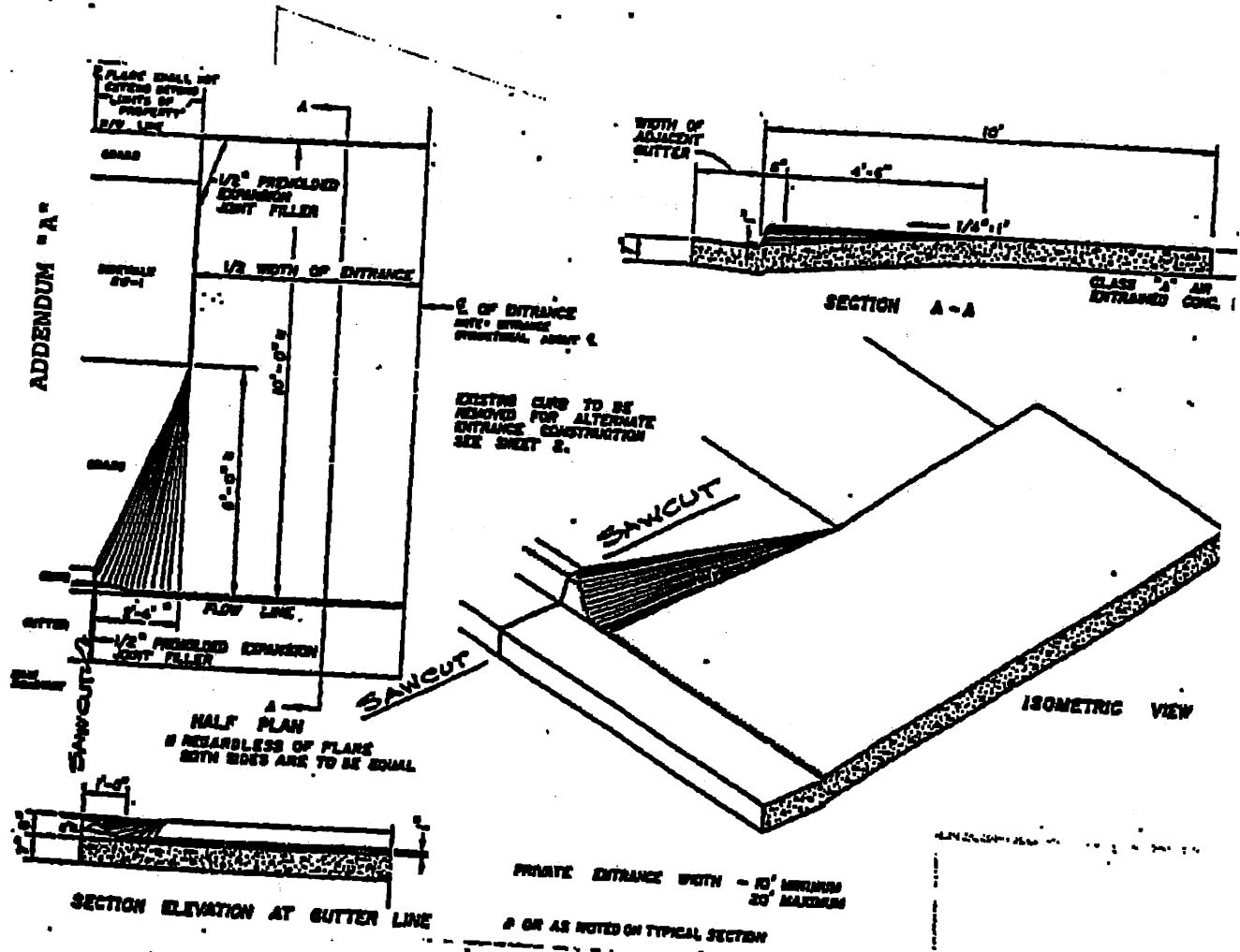
STATE OF VIRGINIA
CITY OF VIRGINIA BEACH, to-wit:

The foregoing instrument was acknowledged by Jahn Wallace Summs, Managing Partner, Managing Partner of Church Point Associates, this 1st day of October, 1990.



Notary Public

My Commission Expires: 2/3/93



CONSTRUCTION NOTES

1. PAVEMENT TO BE COATED WITH AN APPLICATION OF A TWO (2) COMPONENT EPOXY BONDING COMPOUND IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS.
2. THIS METHOD OF CONSTRUCTION WILL BE ALLOWED AS AN ALTERNATE IN AREAS WHERE CURBS AND GUTTERS WERE PREVIOUSLY INSTALLED, EXCEPT WHERE AN EXPANSION JOINT IS INSTALLED WITHIN THE LIMITS OF THE PROPOSED ENTRANCE OR IN CASES OF FAULTY WORKMANSHIP. IN THIS INSTANCE, COMPLETE REMOVAL OF THE CURB AND GUTTER, AS SET FORTH IN THE STANDARD RESIDENTIAL ENTRANCE WILL BE REQUIRED.

ANGLE TO BE NO LESS THAN 90° NOR MORE THAN 90° FROM HORIZONTAL.

ff

C.G. 21 REV. 3/88

VIRGINIA: In the Clerk's Office of the Circuit Court of Virginia Beach 2ND day of October 19 90 at 1:44 this instrument was received and upon the certificate of acknowledgment thereto annexed, admitted to record. The tax imposed by §58.1-802 of the Code, has been paid, in the amount of \$.....

TESTE: J. CURTIS FRUIT, Clerk

By DD White D. C.

**CHURCH POINT
HOMEOWNERS
ASSOCIATION**



**DECLARATION
THE COMMONS**

CHURCH POINT HOMEOWNERS ASSOCIATION, INC.

LOTS 92 THROUGH 105, THE COMMONS

Declaration of Restrictions

**DECLARATION OF RESTRICTIONS
APPLICABLE TO
CHURCH POINT FARM
SECTION THREE B-2**

THIS DECLARATION OF RESTRICTIONS, Made and entered into this 12th day of August, 1994, by the undersigned, owners in fee simple of the following described property, to-wit:

All those certain lots, pieces or parcels of land, with the buildings and improvements thereon and the appurtenances thereunto belonging, lying, situate and being in the City of Virginia Beach, Virginia, and being known, numbered and designated as Lots 92 through 105 inclusive, as shown on that certain plat entitled "SUBDIVISION OF CHURCH POINT FARM, SECTION THREE B-2 BAYSIDE BOROUGH, VIRGINIA BEACH, VIRGINIA", dated July 23, 1994 made by Kellam - Gerwitz Engineering Inc., Engineers-Surveyors-Planners, Virginia Beach, Virginia, (the "Subdivision Plat"), which Subdivision Plat is recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Map Book 238 at Page 83-84.

The undersigned do hereby declare and give notice that all lots and parcels, as above referenced are subject to the following limitations, restrictions, conditions and uses to which the lots, parcels, and constituting said subdivision may be put, hereby specifying that said declarations shall constitute covenants to run with the land, as provided by law, and shall be binding upon all parties and all persons claiming under and through the undersigned grantors. This declaration is put to record for the benefit of and to impose limitations upon all future owners of lots in said subdivision but said restrictions do not apply to the undersigned grantor. This Declaration of Restrictions has the express purpose of keeping said subdivision desirable as a residential community, and uniform in architectural design so as to be suitable for use as herein specified.

It is the intent of the undersigned to reserve unto Church Point Associates or its assigns, for a period not to exceed ten (10) years from the date hereof, the absolute right to waive, amend, modify, release, relinquish or terminate any restriction, covenant or condition contained herein or set forth on the plat or subdivision of "Church Point Farm" as above referenced.

For the purpose of insuring development of CHURCH POINT FARM as a residential community of superior standards, and subject to the foregoing, the following limitations, restrictions and conditions are imposed on the use of the lots, parcels, and park dedications set forth above.

1. Whether or not provision therefore is specifically stated in any sales contract or conveyance of record made by the undersigned, Church Point Associates, the owner or occupant of each and every lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall, fence, mailbox, swimming pool, boathouse, dock, bulkhead, aerial, antenna, dog house, tool shed or any other structure of any description whatsoever shall be placed upon said lot unless and until the plans and specifications therefor and a site plan locating said structure on the lot, have been approved in writing by the undersigned, its successors or assigns. All plans, specifications and site plans shall be submitted in duplicate, with one set to be retained by the undersigned, Church Point Associates, if approved, and shall include a floor plan drawn to scale, front elevation and a landscaping plan providing for a reasonable number of trees and shrubs in addition to any street trees or other landscaping designated by the Church Point Associates Master Landscaping Plan for the subdivision. Each such building, wall, fence, mailbox, swimming pool, boathouse, dock, bulkhead, aerial or other structure shall be placed on the premises only in accordance with the plans, specifications and site plan so approved. Refusal of approval of plans and specifications by Church Point Associates, its successors and assigns, may be for any reason, including purely aesthetic grounds, which determination shall be in the sole and uncontrolled discretion of Church Point Associates, its successors and assigns.

No alteration in the exterior appearance of any structure shall be made without like approval. The undersigned, Church Point Associates, reserves the right to designate an individual, association or corporation to act for the Church Point Associates in the approval or rejection of such plans, to charge a reasonable fee for such review; and for the enforcement of these limitations, restrictions and conditions the said designee shall have all the power and authority as reserved to Church Point Associates for the administration, enforcement and implementation of these limitations, restrictions and conditions.

Should the undersigned, Church Point Associates, through its designee or otherwise, or its successors or assigns, fail to approve or disapprove the plans and specifications submitted to it by the owner of a lot or lots within thirty (30) days after receipt of a written request for such approval, said approval shall not be required, however, provided that no building or other structure shall be erected or be allowed to remain on any lot which violates any of the limitations, restrictions or conditions herein contained.

The undersigned, Church Point Associates, through its designee or otherwise, or its successors or assigns, shall have the right to inspect construction of any building while under construction to determine if the limitations, restrictions and conditions herein are being adhered to and shall have the right to stop any construction which does not conform to plans and specifications which have been submitted and approved as herein required.

2. No building shall be erected or allowed to remain on any numbered lot in the subdivision except one (1) single family dwelling house, for the use and occupancy of one (1) family and attendant domestic servants. All garages, porte cocheres, storage areas, tool cabins, garden houses, et cetera, must be attached to said dwelling house and be constructed so as to constitute one (1) building only. Said dwelling house shall occupy a floor area of actually and fully enclosed building, excluding attached garage or porch or porte cochere, of not less than

two thousand five hundred (2,500) square feet. No lot shall be resubdivided into building sites.

3. No sign of any kind shall be displayed to the public view on any lot except one (1) sign of not more than six (6) square feet advertising the property for sale or rent, or a sign used by a builder to advertise the property during the construction and sales period. All signs must be approved as provided in paragraph 1 set forth above.

4. Nothing shall be done on any lot which may be or become an annoyance or nuisance to the neighborhood. No horses, cattle, swine, goats, poultry or fowl, or any other animal not customarily a household pet shall be kept on any lot. No manufacturing, trade, business, commerce, industry, profession or other occupation whatsoever shall be conducted or carried on upon any lot or any part thereof, or in any building or other structure erected thereon. No trash shall be allowed to accumulate so as to be unsightly or to be a detriment to the area or a fire hazard. In the event that any owner or occupant shall fail or refuse to keep his premises free of weeds, underbrush, refuse or other unsightly growth or objects, the Church Point Associates, its successors or assigns, may enter upon said lands and remove the same at the expense of the owner.

The use of any carport, driveway or parking area which may be in front of, adjacent to, or a part of any lot in said subdivision as a habitual parking place for commercial vehicles is prohibited. The use of any driveway or parking area which may be in front of, adjacent to, or a part of any lot as a habitual parking place for boats or trailers of any kind is prohibited. The parkway (that area between the pavement and the lot line) of each lot shall not be used for the parking of private or commercial vehicles or boats or trailers. The term "commercial vehicles" shall include all motor vehicles and vehicular equipment which shall bear signs or shall have printed thereon reference to any commercial undertaking or enterprise, and all trucks.

No trailer, tent, shack, garage, barn or other outbuildings erected on any lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence; provided, however, this clause shall not be construed to prevent servants quarters being installed over an attached garage. No trailer having a height of five (5) feet or more shall be parked over twelve (12) hours in any one (1) week on any lot or driveway so as to be visible from the street.

5. All owners, family members and agents shall reduce noise levels from 2:00 p.m. Saturday until 8:00 a.m. Monday and on public holidays so that residents will not be disturbed by lawn mowing, sawing, etc. Unnecessary noises shall at all times be avoided.

6. No antenna or communication device shall be constructed on the exterior surface or roof of a home nor shall any satellite dishes be placed on the premises, without written permission of the undersigned, Church Point Associates, or its successors and assigns. No transmitting equipment or communication equipment shall be operated from the home that will in any manner interfere with standard electronic equipment, radio or television reception used in neighboring residences within the subdivision.

7. No driveway shall be constructed so as to interfere with the normal drainage of the street on which the lot fronts.

8. No lines or wires for communication or for the transmission of current or any other purposes shall be constructed, placed or permitted to be placed upon any lot unless the same shall be contained in underground conduits, and unless permission for installation of same has been specifically granted by the Church Point Associates to the party who intends to install same, through any duly recorded grant or easement.

9. Without limiting the authority of the undersigned, Church Point Associates, or its successors and assigns, to approve or disapprove plans and specifications for any reason in its sole uncontrolled discretion, including variances from the guidelines listed below, the following plan guidelines are set forth: Brick or other masonry, wood and stucco are the preferred exterior materials. Vinyl (or substitute) is not preferred. Exterior plans showing more than 20% vinyl (or substitute) shall receive careful scrutiny prior to approval. A color chart approved by the undersigned shall be used to select colors for exteriors. Earth tones are preferred. No cinder block or asbestos siding shall be allowed.

Rear-loading or side-loading garages are preferred rather than front-loading.

Crawl space foundations are preferred to slab. Wood crawl space vents are preferred.

Plumbing and roof stacks shall be in the rear of the house. Flashing, unless copper, around roof stacks, etc., shall be painted a similar color to the roof.

Mechanical equipment such as compressors, etc., shall have a privacy fence to exclude visibility from neighboring streets and properties.

Virginia Power telephone boxes, lead wires, etc., shall be painted the same color as the portion of the house to which they are attached.

No statues, monuments, bric-a-brac, or symbols, other than a house number and name of the resident, shall be displayed from that portion of the lot or home observable from the adjoining street or streets. A gas post lantern and/or sconce attached to the home and visible from the curb is required.

10. The undersigned, Church Point Associates, reserves for itself, its successors or assigns, a five (5) foot easement along the side and rear lines of each numbered lot on the plat of subdivision, unless a greater width be shown on the plat of subdivision, for public utility and drainage purposes, and any other reasonable purpose, with the right to assign the same for such uses as deemed by it necessary for the development and service of said lots or adjoining lots.

11. Each owner of a lot or lots in the subdivision which is subject to the landscaping easement as shown on the subdivision plat and recorded covenants, covenants and agrees that no building, wall, fence, mailbox, swimming pool.

boathouse, dock, bulkhead, aerial, antenna, dog house, tool shed or any other structure of any description whatsoever shall be placed upon said open space, and each owner shall be responsible for the maintenance of and removal of trash from such open space abutting his property, and for the maintenance and replacement of the grass, trees, hedges, plants, shrubs or other landscaping growing naturally thereon, or as designed by Church Point Associates, and to keep such landscaping in a neat and trim condition for aesthetic purposes and so as to prevent erosion. For the purpose of perpetuating the professionally designed Master Landscaping Plan, no landscaping designed by the undersigned, Church Point Associates, shall be removed or replaced with different species or sizes of such species, without the written consent of Church Point Associates, or its designee, successors or assigns. Should any owner of a lot subject to the said landscaping easement fail to maintain said landscaping as aforesaid, then the undersigned, Church Point Associates, or its designee, successors or assigns, or any other lot owner, or their respective heirs or assigns, shall have the right to maintain said landscaping so as to conform hereto and the expense of such maintenance shall be born by the defaulting lot owner.

Each owner of a lot or lots in the subdivision which is subject to street tree or shrub designation on the Master Landscaping Plan shall plant and maintain, including replacement with same species and size, such trees or shrubs as are specified in such Landscaping Plan.

12. The undersigned, Church Point Associates, its successors and assigns, shall have the non-exclusive right, but not the obligation, to enforce these Restrictions, and shall have no liability for any failure to enforce these Restrictions. The undersigned, Church Point Associates, its successors and assigns, hereby reserves the right to enter into agreements with the owner of any lot or lots, including itself, (without the consent of the owners of other lots in the subdivision) to waive in its entirety or to deviate from these conditions, restrictions, limitations and agreements set forth in this declaration; any such waiver or deviation shall be manifested by agreement in writing and shall not constitute a waiver of any such condition, restriction, limitation or agreement as to the remaining lots in said subdivision, and the same shall remain fully enforceable as to all other lots located in the said subdivision, by the undersigned, Church Point Associates, its successors and assigns, and by the owners of other lots except as against the lot where such deviation is permitted by such written agreement.

13. These covenants are to run with the land and shall be binding on all parties and all persons claiming under and through the grantors for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for additional ten (10) year periods unless an instrument signed by a majority of the then fee simple owners of the lots has been recorded, wherein the said majority agrees to change said covenants in whole or in part.

14. A REVIEW FEE SHALL BE PAID TO THE UNDERSIGNED, CHURCH POINT ASSOCIATES, OR SUCCESSORS OR ASSIGNS OF THE UNDERSIGNED, UPON THE SALE OR TRANSFER OF THE PROPERTY. SAID REVIEW FEE SHALL HAVE A

CHARGE OF NO MORE THAN THE NORMAL ASSUMPTION FEE CHARGED BY LOCAL LENDERS. SAID REVIEW FEE IS REQUIRED IN ORDER TO ASSURE THAT PROPERTY BEING TRANSFERRED IS IN CONFORMANCE WITH THE AFORESAID RECORDED RESTRICTIONS.

15. No owner of a lot or lots with legal ownership extending into the water shall hinder or obstruct any reasonable dredging activity and channel through his property which would reasonably benefit other waterfront lots within the subdivision. The undersigned, Church Point Associates, and its successors or assigns, shall have the authority to approve or disapprove, in advance, any dredging activity pursued by one or more lot owners.

16. Any sidewalk, driveway or similar paving for ingress/egress into or out from the lot necessitating removal of the curb and gutter shall be done in accordance with the instructions as set forth in Addendum A - Sawcut Requirements.

17. The guidelines for park dedications and recreation areas shall be set forth in detail under "Rules and Regulations" of Homeowners Association, wherein specific details pertain to waterfront area.

18. Each owner of a lot or lots shall in the subdivision of Church Point Farm, shall automatically be a member of the subdivision's Homeowners Association and shall comply with such rules and pay such dues as are set by the Association. Membership in the Homeowners' Association is mandatory.

The Homeowners Association shall be responsible for the management and control of the common areas and all improvements or facilities thereon, and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

19. Enforcement of this declaration shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant contained herein, and such proceeding shall be to either restrain violation or to recover damages for a breach thereof. If no such proceedings be instituted within one hundred eighty (180) days of any such violation, then it shall be conclusively presumed in any legal proceedings that the violation or attempted violation has been waived by Church Point Associates, and all parties owning or having any interest in lots in the subdivision whether or not such parties have actual notice of said violation or attempted violation. The invalidation by any court of any provision herein contained shall not in any way affect any of the other provisions hereof but they shall remain in full force and effect.

20. The undersigned, Church Point Associates, and its successors, may assign to any other corporation, association, firm or person, and references within these Restrictions to

successors, assigns, designees, etc., refer to the assignment by the undersigned, Church Point Associates, of all or part of its rights under these Restrictions.

IN WITNESS WHEREOF, Church Point Associates, has caused these presents to be executed on its behalf by its duly authorized partner, this 12th day of August, 1994.

CHURCH POINT ASSOCIATES, L.P.

By: _____

Jahn W. Summs, Managing Partner

STATE OF VIRGINIA
CITY OF VIRGINIA BEACH, to-wit:

The foregoing instrument was acknowledged by Jahn W. Summs, Managing Partner of Church Point Associates, L.P., this 12th day of August, 1994.

Susan M. Connor
Notary Public

My Commission Expires: 12/31/96

RECORDED WITH
CERTIFICATE ANNEXED

94 OCT 26 AM 8:44

This Instrument Prepared by
And When Recorded Return to:
Willcox & Savage, P.C.
1800 NationsBank Center
One Commercial Place
Norfolk, Virginia 23510

RECEIVED MAR 11 1998

**CLARIFICATION AND AMPLIFICATION OF
DECLARATION OF RESTRICTIONS APPLICABLE TO
CHURCH POINT FARM SECTION THREE B-2**

THIS CLARIFICATION AND AMPLIFICATION OF DECLARATION OF RESTRICTIONS (the "Agreement") is made and entered into as of this 30TH day of September, 1997, by CHURCH POINT ASSOCIATES, L.P., a Virginia limited partnership ("Declarant"), as grantor, and grantee for indexing purposes.

RECITALS:

R-1. By Declaration of Restrictions Applicable to Church Point Farm Section Three B-2 (the "Declaration"), dated August 12, 1994, and recorded in the Clerk's Office of the Circuit Court for the City of Virginia Beach, Virginia, in Deed Book 3445, at Page 2096, Declarant subjected the real property described in the Declaration to certain limitations, restrictions, conditions, and uses more particularly set forth in the Declaration.

R-2. Declarant is the owner in fee simple absolute of those certain lots or parcels of land subject to the Declaration commonly known and designated as Lots 102 through 105, inclusive, which lots are more particularly described in the Declaration (the "Declarant Lots").

R-3. The Declaration, by its terms, does not apply to the Declarant Lots.

R-4. Notwithstanding that the Declaration does not apply to the Declarant Lots, Declarant desires to clarify that Declarant, its agents, employees and independent contractors have certain rights with respect to the Declarant Lots.

R-5. Declarant reserved unto itself under the Declaration the absolute right to waive, amend, modify, release, relinquish or terminate any restriction, covenant or condition contained in the Declaration and to enter into agreements with the owner of any lot or lots, including itself, without the consent of the owners of other lots, to waive the Declaration in its entirety or to deviate from the conditions, restrictions, limitations and agreements set forth in the Declaration.

AGREEMENT

NOW, THEREFORE, Declarant hereby covenants and declares on behalf of itself and its successors and assigns as follows:

1. Declarant Exempt. Declarant and the Declarant Lots are and shall remain exempt from the restrictions set forth in the Declaration as provided in the second sentence of the second paragraph on page 1 of the Declaration. To the extent not otherwise provided for in the Declaration, the term "grantor" as used in the Declaration shall be deemed to include Declarant, its agents, employees and independent contractors.

2. Reservation of Rights. Notwithstanding that the restrictions of the Declaration do not apply to Declarant, Declarant hereby affirmatively reserves for itself, its agents, employees and independent contractors, all rights which Declarant may deem necessary or desirable to develop and market for sale the Declarant Lots, including:

(a) The right to erect, build and construct on the Declarant Lots single-family dwelling homes and related improvements;

(b) The right to erect on the Declarant Lots any signs as Declarant may desire to advertise the availability for development or sale of the Declarant Lots and any improvements constructed or to be constructed thereon;

(c) The right to conduct all necessary or desirable activities related to the development and/or sale of the Declarant Lots or any part thereof, in any building or other structure placed or erected thereon; and

(d) The right to provide parking in front of, adjacent to or on the Declarant Lots for all private vehicles of Declarant, its agents, employees, and independent contractors.

3. Amendment to Declaration. To the extent that any of the provisions of Paragraph 1 and/or 2 above shall be deemed to constitute an amendment of the Declaration, then the Declaration shall be deemed to be amended by this Agreement.

4. Ratification. The terms, covenants and conditions of the Declaration, to the extent modified by this Agreement, are hereby ratified and reaffirmed and are, and shall continue to remain, in full force and effect.

5. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

**DECLARATION OF RESTRICTIONS
APPLICABLE TO
CHURCH POINT FARM
SECTION THREE A-6**

THIS DECLARATION OF RESTRICTIONS, Made and entered into this 8th day of June, 1994 by the undersigned, owners in fee simple of the following described property, to-wit:

All those certain lots, pieces or parcels of land, with the buildings and improvements thereon and the appurtenances thereunto belonging, lying, situate and being in the City of Virginia Beach, Virginia, and being known, numbered and designated as Lots 122 through 126 inclusive, 130 through 133 inclusive, and 137 through 146 inclusive, as shown on that certain plat entitled "SUBDIVISION OF CHURCH POINT FARM, SECTION THREE A-6 BAYSIDE BOROUGH, VIRGINIA BEACH, VIRGINIA", dated May 31, 1994, made by Kellam - Gerwitz Engineering Inc., Engineers-Surveyors-Planners, Virginia Beach, Virginia, (the "Subdivision Plat"), which Subdivision Plat is recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Map Book 277, at Page 10-11.

The undersigned do hereby declare and give notice that all lots and parcels, as above referenced are subject to the following limitations, restrictions, conditions and uses to which the lots, parcels, and constituting said subdivision may be put, hereby specifying that said declarations shall constitute covenants to run with the land, as provided by law, and shall be binding upon all parties and all persons claiming under and through the undersigned grantors. This declaration is put to record for the benefit of and to impose limitations upon all future owners of lots in said subdivision but said restrictions do not apply to the undersigned grantor. This Declaration of Restrictions has the express purpose of keeping said subdivision desirable as a residential community, and uniform in architectural design so as to be suitable for use as herein specified.

It is the intent of the undersigned to reserve unto Church Point Associates or its assigns, for a period not to exceed ten (10) years from the date hereof, the absolute right to waive, amend, modify, release, relinquish or terminate any restriction, covenant or condition contained herein or set forth on the plat or subdivision of "Church Point Farm" as above referenced.

For the purpose of insuring development of CHURCH POINT FARM as a residential community of superior standards, and subject to the foregoing, the following limitations, restrictions and conditions are imposed on the use of the lots, parcels, and park dedications set forth above.

1. Whether or not provision therefore is specifically stated in any sales contract or conveyance of record made by the undersigned, Church Point Associates, the owner or occupant of each and every lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall, fence, mailbox, swimming pool, boathouse, dock, bulkhead, aerial, antenna, dog house, tool shed or any other structure of any description whatsoever shall be placed upon said lot unless and until the plans and specifications therefor and a site plan locating said structure on the lot, have been approved in writing by the undersigned, its

successors or assigns. All plans, specifications and site plans shall be submitted in duplicate, with one set to be retained by the undersigned, Church Point Associates, if approved, and shall include a floor plan drawn to scale, front elevation and a landscaping plan providing for a reasonable number of trees and shrubs in addition to any street trees or other landscaping designated by the Church Point Associates Master Landscaping Plan for the subdivision. Each such building, wall, fence, mailbox, swimming pool, boathouse, dock, bulkhead, aerial or other structure shall be placed on the premises only in accordance with the plans, specifications and siteplan so approved. Refusal of approval of plans and specifications by Church Point Associates, its successors and assigns, may be for any reason, including purely aesthetic grounds, which determination shall be in the sole and uncontrolled discretion of Church Point Associates, its successors and assigns.

No alteration in the exterior appearance of any structure shall be made without like approval. The undersigned, Church Point Associates, reserves the right to designate an individual, association or corporation to act for the Church Point Associates in the approval or rejection of such plans, to charge a reasonable fee for such review; and for the enforcement of these limitations, restrictions and conditions the said designee shall have all the power and authority as reserved to Church Point Associates for the administration, enforcement and implementation of these limitations, restrictions and conditions.

Should the undersigned, Church Point Associates, through its designee or otherwise, or its successors or assigns, fail to approve or disapprove the plans and specifications submitted to it by the owner of a lot or lots within thirty (30) days after receipt of a written request for such approval, said approval shall not be required, however, provided that no building or other structure shall be erected or be allowed to remain on any lot which violates any of the limitations, restrictions or conditions herein contained.

The undersigned, Church Point Associates, through its designee or otherwise, or its successors or assigns, shall have the right to inspect construction of any building while under construction to determine if the limitations, restrictions and conditions herein are being adhered to and shall have the right to stop any construction which does not conform to plans and specifications which have been submitted and approved as herein required.

2. No building shall be erected or allowed to remain on any numbered lot in the subdivision except one (1) single family dwelling house, for the use and occupancy of one (1) family and attendant domestic servants. All garages, porte cocheres, storage areas, tool cabins, garden houses, et cetera, must be attached to said dwelling house and be constructed so as to constitute one (1) building only. Said dwelling house shall occupy a floor area of actually and fully enclosed building, excluding attached garage or porch or porte cochera, of not less than two thousand five hundred (2,500) square feet. No lot shall be resubdivided into building sites.

3. No sign of any kind shall be displayed to the public view on any lot except one (1) sign of not more than six (6) square feet advertising the property for sale or rent, or a sign used by a builder to advertise the property during the construction and sales period. All signs must be approved as provided in paragraph 1 set forth above.

4. Nothing shall be done on any lot which may be or become an annoyance or nuisance to the neighborhood. No horses, cattle, swine, goats, poultry or fowl, or any other animal not customarily a household pet shall be kept on any lot. No manufacturing, trade, business, commerce, industry, profession or other occupation whatsoever shall be conducted or carried on upon any lot or any part thereof, or in

any building or other structure erected thereon. No trash shall be allowed to accumulate so as to be unsightly or to be a detriment to the area or a fire hazard. In the event that any owner or occupant shall fail or refuse to keep his premises free of weeds, underbrush, refuse or other unsightly growth or objects, the Church Point Associates, its successors or assigns, may enter upon said lands and remove the same at the expense of the owner.

The use of any carport, driveway or parking area which may be in front of, adjacent to, or a part of any lot in said subdivision as a habitual parking place for commercial vehicles is prohibited. The use of any driveway or parking area which may be in front of, adjacent to, or a part of any lot as a habitual parking place for boats or trailers of any kind is prohibited. The parkway (that area between the pavement and the lot line) of each lot shall not be used for the parking of private or commercial vehicles or boats or trailers. The term "commercial vehicles" shall include all motor vehicles and vehicular equipment which shall bear signs or shall have printed thereon reference to any commercial undertaking or enterprise, and all trucks.

No trailer, tent, shack, garage, barn or other outbuildings erected on any lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence; provided, however, this clause shall not be construed to prevent servants quarters being installed over an attached garage. No trailer having a height of five (5) feet or more shall be parked over twelve (12) hours in any one (1) week on any lot or driveway so as to be visible from the street.

5. All owners, family members and agents shall reduce noise levels from 2:00 p.m. Saturday until 8:00 a.m. Monday and on public holidays so that residents will not be disturbed by lawn mowing, sawing, etc. Unnecessary noises shall at all times be avoided.

6. No antenna or communication device shall be constructed on the exterior surface or roof of a home nor shall any satellite dishes be placed on the premises, without written permission of the undersigned, Church Point Associates, or its successors and assigns. No transmitting equipment or communication equipment shall be operated from the home that will in any manner interfere with standard electronic equipment, radio or television reception used in neighboring residences within the subdivision.

7. No driveway shall be constructed so as to interfere with the normal drainage of the street on which the lot fronts.

8. No lines or wires for communication or for the transmission of current or any other purposes shall be constructed, placed or permitted to be placed upon any lot unless the same shall be contained in underground conduits, and unless permission for installation of same has been specifically granted by the Church Point Associates to the party who intends to install same, through any duly recorded grant or easement.

9. Without limiting the authority of the undersigned, Church Point Associates, or its successors and assigns, to approve or disapprove plans and specifications for any reason in its sole uncontrolled discretion, including variances from the guidelines listed below, the following plan guidelines are set forth: ~~Brick or other~~ masonry, wood and stucco are the preferred exterior materials. Vinyl (or substitute) is not preferred. Exterior plans showing more than 20% vinyl (or substitute) shall receive careful scrutiny prior to approval. A color chart approved by the undersigned shall be used to select colors for exteriors. Earth tones are preferred. No cinder block or asbestos siding shall be allowed.

Rear-loading or side-loading garages are preferred rather than front-loading.

Crawl space foundations are preferred to slab. Wood crawl space vents are preferred.

Plumbing and roof stacks shall be in the rear of the house. Flashing, unless copper, around roof stacks, etc., shall be painted a similar color to the roof.

Mechanical equipment such as compressors, etc., shall have a privacy fence to exclude visibility from neighboring streets and properties.

Virginia Power telephone boxes, lead wires, etc., shall be painted the same color as the portion of the house to which they are attached.

No statues, monuments, bric-a-brac, or symbols, other than a house number and name of the resident, shall be displayed from that portion of the lot or home observable from the adjoining street or streets. A gas post lantern and/or sconce attached to the home and visible from the curb is required.

10. The undersigned, Church Point Associates, reserves for itself, its successors or assigns, a five (5) foot easement along the side and rear lines of each numbered lot on the plat of subdivision, unless a greater width be shown on the plat of subdivision, for public utility and drainage purposes, and any other reasonable purpose, with the right to assign the same for such uses as deemed by it necessary for the development and service of said lots or adjoining lots.

11. Each owner of a lot or lots in the subdivision which is subject to the landscaping easement as shown on the subdivision plat and recorded covenants, covenants and agrees that no building, wall, fence, mailbox, swimming pool, boathouse, dock, bulkhead, aerial, antenna, dog house, tool shed or any other structure of any description whatsoever shall be placed upon said open space, and each owner shall be responsible for the maintenance of and removal of trash from such open space abutting his property, and for the maintenance and replacement of the grass, trees, hedges, plants, shrubs or other landscaping growing naturally thereon, or as designed by Church Point Associates, and to keep such landscaping in a neat and trim condition for aesthetic purposes and so as to prevent erosion. For the purpose of perpetuating the professionally designed Master Landscaping Plan, no landscaping designed by the undersigned, Church Point Associates, shall be removed or replaced with different species or sizes of such species, without the written consent of Church Point Associates, or its designee, successors or assigns. Should any owner of a lot subject to the said landscaping easement fail to maintain said landscaping as aforesaid, then the undersigned, Church Point Associates, or its designee, successors or assigns, or any other lot owner, or their respective heirs or assigns, shall have the right to maintain said landscaping so as to conform hereto and the expense of such maintenance shall be born by the defaulting lot owner.

Each owner of a lot or lots in the subdivision which is subject to street tree or shrub designation on the Master Landscaping Plan shall plant and maintain, including replacement with same species and size, such trees or shrubs as are specified in such Landscaping Plan.

12. The undersigned, Church Point Associates, its successors and assigns, shall have the non-exclusive right, but not the obligation, to enforce these Restrictions, and shall have no liability for any failure to enforce these Restrictions. The undersigned, Church Point Associates, its successors and assigns, hereby reserves the right to enter into agreements with the owner of any lot or lots, including itself, (without the consent of the owners of other lots in the subdivision) to waive in its

This Instrument Prepared by
And When Recorded Return to:
Willcox & Savage, P.C.
1800 NationsBank Center
One Commercial Place
Norfolk, Virginia 23510

RECEIVED MAR 11 1998

**CLARIFICATION AND AMPLIFICATION OF
DECLARATION OF RESTRICTIONS APPLICABLE TO
CHURCH POINT FARM SECTION THREE A-6**

THIS CLARIFICATION AND AMPLIFICATION OF DECLARATION OF RESTRICTIONS (the "Agreement") is made and entered into as of this 30TH day of September, 1997, by CHURCH POINT ASSOCIATES, L.P., a Virginia limited partnership ("Declarant"), as grantor, and grantee for indexing purposes.

RECITALS:

R-1. By Declaration of Restrictions Applicable to Church Point Farm Section Three A-6 (the "Declaration"), dated June 8, 1994, and recorded in the Clerk's Office of the Circuit Court for the City of Virginia Beach, Virginia, in Deed Book 3438, at Page 1049, Declarant subjected the real property described in the Declaration to certain limitations, restrictions, conditions, and uses more particularly set forth in the Declaration.

R-2. Declarant is the owner in fee simple absolute of those certain lots or parcels of land subject to the Declaration commonly known and designated as Lots 122, 123, 124, 126, 131, 144 and 145, which lots are more particularly described in the Declaration (the "Declarant Lots").

R-3. The Declaration, by its terms, does not apply to the Declarant Lots.

R-4. Notwithstanding that the Declaration does not apply to the Declarant Lots, Declarant desires to clarify that Declarant, its agents, employees and independent contractors have certain rights with respect to the Declarant Lots.

R-5. Declarant reserved unto itself under the Declaration the absolute right to waive, amend, modify, release, relinquish or terminate any restriction, covenant or condition contained in the Declaration and to enter into agreements with the owner of any lot or lots, including itself,

without the consent of the owners of other lots, to waive the Declaration in its entirety or to deviate from the conditions, restrictions, limitations and agreements set forth in the Declaration.

AGREEMENT

NOW, THEREFORE, Declarant hereby covenants and declares on behalf of itself and its successors and assigns as follows:

1. Declarant Exempt. Declarant and the Declarant Lots are and shall remain exempt from the restrictions set forth in the Declaration as provided in the second sentence of the second paragraph on page 1 of the Declaration. To the extent not otherwise provided for in the Declaration, the term "grantor" as used in the Declaration shall be deemed to include Declarant, its agents, employees and independent contractors.

2. Reservation of Rights. Notwithstanding that the restrictions of the Declaration do not apply to Declarant, Declarant hereby affirmatively reserves for itself, its agents, employees and independent contractors, all rights which Declarant may deem necessary or desirable to develop and market for sale the Declarant Lots, including:

(a) The right to erect, build and construct on the Declarant Lots single-family dwelling homes and related improvements;

(b) The right to erect on the Declarant Lots any signs as Declarant may desire to advertise the availability for development or sale of the Declarant Lots and any improvements constructed or to be constructed thereon;

(c) The right to conduct all necessary or desirable activities related to the development and/or sale of the Declarant Lots or any part thereof, in any building or other structure placed or erected thereon; and

(d) The right to provide parking in front of, adjacent to or on the Declarant Lots for all private vehicles of Declarant, its agents, employees, and independent contractors.

3. Amendment to Declaration. To the extent that any of the provisions of Paragraph 1 and/or 2 above shall be deemed to constitute an amendment of the Declaration, then the Declaration shall be deemed to be amended by this Agreement.

4. Ratification. The terms, covenants and conditions of the Declaration, to the extent modified by this Agreement, are hereby ratified and reaffirmed and are, and shall continue to remain, in full force and effect.

8578300

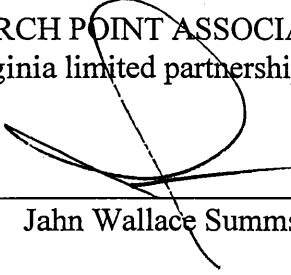
BK 3797PG 1778

5. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the undersigned has caused this Supplemental Declaration to be executed on its behalf by its duly authorized managing partner as of the day and year first above written.

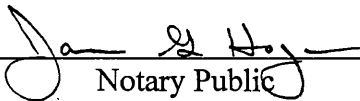
DECLARANT:

CHURCH POINT ASSOCIATES, L.P.,
a Virginia limited partnership

By:  (SEAL)
Jahn Wallace Summs, Managing Partner

COMMONWEALTH OF VIRGINIA
CITY OF VIRGINIA BEACH, to-wit:

The foregoing instrument was acknowledged before me this 30TH day of September, 1997 by Jahn Wallace Summs, as Managing Partner of Church Point Associates, L.P., a Virginia limited partnership, on behalf of such partnership.


Notary Public

My commission expires: 5-30-01
[Affix Notarial Seal]

RECORDED WITH
CERTIFICATE ANNEXED

97 OCT 10 AM 8:49

\$58.1-802 TAXES PAID \$ _____
VIRGINIA BEACH, VA.

TESTE: 
CLERK, CIRCUIT COURT

CHURCH POINT HOMEOWNERS ASSOCIATION, INC.

**LOTS 106 & 107 : SECTION 3A-2
CHURCH POINT FARM**

THE COMMONS

Declaration of Restrictions

DECLARATION OF RESTRICTIONS
APPLICABLE TO
CHURCH POINT FARM
SECTION THREE A-2

THIS DECLARATION OF RESTRICTIONS, Made and entered into this 29th day of September 1993, by the undersigned, owners in fee simple of the following described property, to-wit:

All those certain lots, pieces or parcels of land, with the buildings and improvements thereon and the appurtenances thereunto belonging, lying, situate and being in the City of Virginia Beach, Virginia, and being known, numbered and designated as Lots 106 and 107, inclusive, as shown on that certain plat entitled "SUBDIVISION OF CHURCH POINT FARM, SECTION THREE A-2 BAYSIDE BOROUGH, VIRGINIA BEACH, VIRGINIA", dated April 19, 1993 made by Basgier and Associates, a Professional Corporation, Engineers-Surveyors-Planners, Virginia Beach, Virginia, (the "Subdivision Plat"), which Subdivision Plat is recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Map Book 229, at Page 82.

The undersigned do hereby declare and give notice that all lots and parcels, as above referenced are subject to the following limitations, restrictions, conditions and uses to which the lots, parcels, and constituting said subdivision may be put, hereby specifying that said declarations shall constitute covenants to run with the land, as provided by law, and shall be binding upon all parties and all persons claiming under and through the undersigned grantors. This declaration is put to record for the benefit of and to impose limitations upon all future owners of lots in said subdivision but said restrictions do not apply to the undersigned grantor. This Declaration of Restrictions has the express purpose of keeping said subdivision desirable as a residential community, and uniform in architectural design so as to be suitable for use as herein specified.

It is the intent of the undersigned to reserve unto Church Point Associates or its assigns, for a period not to exceed ten (10) years from the date hereof, the absolute right to waive, amend, modify, release, relinquish or terminate any restriction, covenant or condition contained herein or set forth on the plat or subdivision of "Church Point Farm" as above referenced.

For the purpose of insuring development of CHURCH POINT FARM as a residential community of superior standards, and subject to the foregoing, the following limitations, restrictions and conditions are imposed on the use of the lots, parcels, and park dedications set forth above.

1. Whether or not provision therefore is specifically stated in any sales contract or conveyance of record made by the undersigned, Church Point Associates, the owner or occupant of each and every lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall, fence, mailbox, swimming pool, boathouse, dock, bulkhead, aerial, antenna, dog house, tool shed or any other structure of any description whatsoever shall be placed upon said lot unless and until the plans and specifications therefor and a site plan locating said structure on the lot, have been approved in writing by the undersigned, its successors or assigns. All plans, specifications and site plans shall be submitted in duplicate, with one set to be retained by the undersigned, Church Point Associates, if approved, and shall include a floor plan drawn to scale, front elevation and a landscaping plan providing for a reasonable number of trees and shrubs in addition to any street trees or other landscaping designated by the Church Point Associates Master Landscaping Plan for the subdivision. Each such building, wall, fence, mailbox, swimming pool, boathouse, dock, bulkhead, aerial or other structure shall be placed on the premises only in accordance with the plans, specifications and siteplan so approved. Refusal of approval of plans and specifications by Church Point Associates, its successors and assigns, may be for any reason, including purely aesthetic grounds, which determination shall be in the sole and uncontrolled discretion of Church Point Associates, its successors and assigns.

No alteration in the exterior appearance of any structure shall be made without like approval. The undersigned, Church Point Associates, reserves the right to designate an individual, association or corporation to act for the Church Point Associates in the approval or rejection of such plans, to charge a reasonable fee for such review; and for the enforcement of these limitations, restrictions and conditions the said designee shall have all the power and authority as reserved to Church Point Associates for the administration, enforcement and implementation of these limitations, restrictions and conditions.

Should the undersigned, Church Point Associates, through its designee or otherwise, or its successors or assigns, fail to approve or disapprove the plans and specifications submitted to it by the owner of a lot or lots within thirty (30) days after receipt of a written request for such approval, said approval shall not be required, however, provided that no building or other structure shall be erected or be allowed to remain on any lot which violates any of the limitations, restrictions or conditions herein contained.

The undersigned, Church Point Associates, through its designee or otherwise, or its successors or assigns, shall have the right to inspect construction of any building while under construction to determine if the limitations, restrictions and conditions herein are being adhered to and shall have the right to stop any construction which does not conform to plans and specifications which have been submitted and approved as herein required.

2. No building shall be erected or allowed to remain on any numbered lot in the subdivision except one (1) single family dwelling house, for the use and occupancy of one (1) family and attendant domestic servants. All garages, porte cocheres,

storage areas, tool cabins, garden houses, et cetera, must be attached to said dwelling house and be constructed so as to constitute one (1) building only. Said dwelling house shall occupy a floor area of actually and fully enclosed building, excluding attached garage or porch or porte cochere, of not less than two thousand five hundred (2,500) square feet. No lot shall be resubdivided into building sites.

3. No sign of any kind shall be displayed to the public view on any lot except one (1) sign of not more than six (6) square feet advertising the property for sale or rent, or a sign used by a builder to advertise the property during the construction and sales period. All signs must be approved as provided in paragraph 1 set forth above.

4. Nothing shall be done on any lot which may be or become an annoyance or nuisance to the neighborhood. No horses, cattle, swine, goats, poultry or fowl, or any other animal not customarily a household pet shall be kept on any lot. No manufacturing, trade, business, commerce, industry, profession or other occupation whatsoever shall be conducted or carried on upon any lot or any part thereof, or in any building or other structure erected thereon. No trash shall be allowed to accumulate so as to be unsightly or to be a detriment to the area or a fire hazard. In the event that any owner or occupant shall fail or refuse to keep his premises free of weeds, underbrush, refuse or other unsightly growth or objects, the Church Point Associates, its successors or assigns, may enter upon said lands and remove the same at the expense of the owner.

The use of any carport, driveway or parking area which may be in front of, adjacent to, or a part of any lot in said subdivision as a habitual parking place for commercial vehicles is prohibited. The use of any driveway or parking area which may be in front of, adjacent to, or a part of any lot as a habitual parking place for boats or trailers of any kind is prohibited. The parkway (that area between the pavement and the lot line) of each lot shall not be used for the parking of private or commercial vehicles or boats or trailers. The term "commercial vehicles" shall include all motor vehicles and vehicular equipment which shall bear signs or shall have printed thereon reference to any commercial undertaking or enterprise, and all trucks.

No trailer, tent, shack, garage, barn or other outbuildings erected on any lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence; provided, however, this clause shall not be construed to prevent servants quarters being installed over an attached garage. No trailer having a height of five (5) feet or more shall be parked over twelve (12) hours in any one (1) week on any lot or driveway so as to be visible from the street.

5. All owners, family members and agents shall reduce noise levels from 2:00 p.m. Saturday until 8:00 a.m. Monday and on public holidays so that residents will not be disturbed by lawn mowing, sawing, etc. Unnecessary noises shall at all times be avoided.

6. No antenna or communication device shall be constructed on the exterior surface or roof of a home nor shall any satellite dishes be placed on the premises, without written permission of the undersigned, Church Point Associates, or its successors and assigns. No transmitting equipment or communication equipment shall be operated from the home that will in any manner interfere with standard electronic equipment, radio or television reception used in neighboring residences within the subdivision.

7. No driveway shall be constructed so as to interfere with the normal drainage of the street on which the lot fronts.

8. No lines or wires for communication or for the transmission of current or any other purposes shall be constructed, placed or permitted to be placed upon any lot unless the same shall be contained in underground conduits, and unless permission for installation of same has been specifically granted by the Church Point Associates to the party who intends to install same, through any duly recorded grant or easement.

9. Without limiting the authority of the undersigned, Church Point Associates, or its successors and assigns, to approve or disapprove plans and specifications for any reason in its sole uncontrolled discretion, including variances from the guidelines listed below, the following plan guidelines are set forth: Brick or other masonry, wood and stucco are the preferred exterior materials. Vinyl (or substitute) is not preferred. Exterior plans showing more than 20% vinyl (or substitute) shall receive careful scrutiny prior to approval. A color chart approved by the undersigned shall be used to select colors for exteriors. Earth tones are preferred. No cinder block or asbestos siding shall be allowed.

Rear-loading or side-loading garages are preferred rather than front-loading.

Crawl space foundations are preferred to slab. Wood crawl space vents are preferred.

Plumbing and roof stacks shall be in the rear of the house. Flashing, unless copper, around roof stacks, etc., shall be painted a similar color to the roof.

Mechanical equipment such as compressors, etc., shall have a privacy fence to exclude visibility from neighboring streets and properties.

Virginia Power telephone boxes, lead wires, etc., shall be painted the same color as the portion of the house to which they are attached.

No statues, monuments, bric-a-brac, or symbols, other than a house number and name of the resident, shall be displayed from that portion of the lot or home observable from the adjoining street or streets. A gas post lantern and/or sconce attached to the home and visible from the curb is required.

10. The undersigned, Church Point Associates, reserves for itself, its successors or assigns, a five (5) foot easement along the side and rear lines of each

numbered lot on the plat of subdivision, unless a greater width be shown on the plat of subdivision, for public utility and drainage purposes, and any other reasonable purpose, with the right to assign the same for such uses as deemed by it necessary for the development and service of said lots or adjoining lots.

11. Each owner of a lot or lots in the subdivision which is subject to the landscaping easement as shown on the subdivision plat and recorded covenants and agrees that no building, wall, fence, mailbox, swimming pool, boathouse, dock, bulkhead, aerial, antenna, dog house, tool shed or any other structure of any description whatsoever shall be placed upon said open space, and each owner shall be responsible for the maintenance of and removal of trash from such open space abutting his property, and for the maintenance and replacement of the grass, trees, hedges, plants, shrubs or other landscaping growing naturally thereon, or as designed by Church Point Associates, and to keep such landscaping in a neat and trim condition for aesthetic purposes and so as to prevent erosion. For the purpose of perpetuating the professionally designed Master Landscaping Plan, no landscaping designed by the undersigned, Church Point Associates, shall be removed or replaced with different species or sizes of such species, without the written consent of Church Point Associates, or its designee, successors or assigns. Should any owner of a lot subject to the said landscaping easement fail to maintain said landscaping as aforesaid, then the undersigned, Church Point Associates, or its designee, successor or assigns, or any other lot owner, or their respective heirs or assigns, shall have the right to maintain said landscaping so as to conform hereto and the expense of such maintenance shall be born by the defaulting lot owner.

Each owner of a lot or lots in the subdivision which is subject to street tree or shrub designation on the Master Landscaping Plan shall plant and maintain including replacement with same species and size, such trees or shrubs as are specified in such Landscaping Plan.

12. The undersigned, Church Point Associates, its successors and assigns, shall have the non-exclusive right, but not the obligation, to enforce these Restrictions and shall have no liability for any failure to enforce these Restrictions. The undersigned, Church Point Associates, its successors and assigns, hereby reserves the right to enter into agreements with the owner of any lot or lots, including itself (without the consent of the owners of other lots in the subdivision) to waive in its entirety or to deviate from these conditions, restrictions, limitations and agreements set forth in this declaration; any such waiver or deviation shall be manifested in agreement in writing and shall not constitute a waiver of any such condition, restriction, limitation or agreement as to the remaining lots in said subdivision and the same shall remain fully enforceable as to all other lots located in the said subdivision, by the undersigned, Church Point Associates, its successors and assigns and by the owners of other lots except as against the lot where such deviation is permitted by such written agreement.

13. These covenants are to run with the land and shall be binding on all parties and all persons claiming under and through the grantors for a period of twenty-five (25) years from the date these covenants are recorded, after which time

numbered lot on the plat of subdivision, unless a greater width be shown on the plat of subdivision, for public utility and drainage purposes, and any other reasonable purpose, with the right to assign the same for such uses as deemed by it necessary for the development and service of said lots or adjoining lots.

11. Each owner of a lot or lots in the subdivision which is subject to the landscaping easement as shown on the subdivision plat and recorded covenants, covenants and agrees that no building, wall, fence, mailbox, swimming pool, boathouse, dock, bulkhead, aerial, antenna, dog house, tool shed or any other structure of any description whatsoever shall be placed upon said open space, and each owner shall be responsible for the maintenance of and removal of trash from such open space abutting his property, and for the maintenance and replacement of the grass, trees, hedges, plants, shrubs or other landscaping growing naturally thereon, or as designed by Church Point Associates, and to keep such landscaping in a neat and trim condition for aesthetic purposes and so as to prevent erosion. For the purpose of perpetuating the professionally designed Master Landscaping Plan, no landscaping designed by the undersigned, Church Point Associates, shall be removed or replaced with different species or sizes of such species, without the written consent of Church Point Associates, or its designee, successors or assigns. Should any owner of a lot subject to the said landscaping easement fail to maintain said landscaping as aforesaid, then the undersigned, Church Point Associates, or its designee, successors or assigns, or any other lot owner, or their respective heirs or assigns, shall have the right to maintain said landscaping so as to conform hereto and the expense of such maintenance shall be born by the defaulting lot owner.

Each owner of a lot or lots in the subdivision which is subject to street tree or shrub designation on the Master Landscaping Plan shall plant and maintain, including replacement with same species and size, such trees or shrubs as are specified in such Landscaping Plan.

12. The undersigned, Church Point Associates, its successors and assigns, shall have the non-exclusive right, but not the obligation, to enforce these Restrictions, and shall have no liability for any failure to enforce these Restrictions. The undersigned, Church Point Associates, its successors and assigns, hereby reserves the right to enter into agreements with the owner of any lot or lots, including itself, (without the consent of the owners of other lots in the subdivision, to waive in its entirety or to deviate from these conditions, restrictions, limitations and agreements set forth in this declaration; any such waiver or deviation shall be manifested by agreement in writing and shall not constitute a waiver of any such condition, restriction, limitation or agreement as to the remaining lots in said subdivision, and the same shall remain fully enforceable as to all other lots located in the said subdivision, by the undersigned, Church Point Associates, its successors and assigns, and by the owners of other lots except as against the lot where such deviation is permitted by such written agreement.

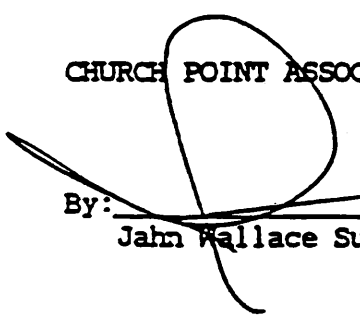
13. These covenants are to run with the land and shall be binding on all parties and all persons claiming under and through the grantors for a period of twenty-five (25) years from the date these covenants are recorded, after which time

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to any other corporation, association, firm or person, and references within these Restrictions to successors, assigns, designees, etc., refer to the assignment by the undersigned, Church Point Associates, of all or part of its rights under these Restrictions.

IN WITNESS WHEREOF, Church Point Associates, has caused these presents to be executed on its behalf by its duly authorized partner, this 29th day of September, 1993.

CHURCH POINT ASSOCIATES, L.P.

By: 
Jahn Wallace Summs, Managing Partner

STATE OF VIRGINIA
CITY OF VIRGINIA BEACH, to-wit:

The foregoing instrument was acknowledged by Jahn Wallace Summs, Managing Partner of Church Point Associates, L.P., this 29th day of September, 1993.


Notary Public

My Commission Expires: 12-31-96

STATE OF VIRGINIA
CITY OF VIRGINIA BEACH, to-wit:

The foregoing instrument was acknowledged this _____ day of _____, 1993.

Notary Public

My Commission Expires:

RECORDED WITH
CERTIFICATE ANNEXED
93 OCT -7 PH 3:43

558.1-802 TAXES PAID \$ _____

CHURCH POINT HOMEOWNERS ASSOCIATION, INC.

LOTS 108 THROUGH 119, THE COMMONS

CHURCH POINT FARM

Declaration of Restrictions

DECLARATION OF RESTRICTIONS
APPLICABLE TO
CHURCH POINT FARM
SECTION THREE A-1 AND
RE-SUBDIVISION OF LOT 108 AND LOT 109

THIS DECLARATION OF RESTRICTIONS, Made and entered into this 12th day of October 1992, by the undersigned, owners in fee simple of the following described property, to-wit:

All those certain lots, pieces or parcels of land, with the buildings and improvements thereon and the appurtenances thereunto belonging, lying, situate and being in the City of Virginia Beach, Virginia, and being known, numbered and designated as Lots 108 through 119, inclusive, as shown on that certain plat entitled "SUBDIVISION OF CHURCH POINT FARM, SECTION THREE A-1 BAYSIDE BOROUGH, VIRGINIA BEACH, VIRGINIA", dated April 29, 1992, made by Basgier and Associates, a Professional Corporation, Engineers-Surveyors-Planners, Virginia Beach, Virginia, (the "Subdivision Plat"), which Subdivision Plat is recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Map Book 222, at Page 53. Also to include "RE-SUBDIVISION OF LOT 108 AND LOT 109", dated August 25, 1992, which Re-Subdivision Plat is recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Map Book 223, at Page 89.

The undersigned do hereby declare and give notice that all lots and parcels, as above referenced are subject to the following limitations, restrictions, conditions and uses to which the lots, parcels, and constituting said subdivision may be put, hereby specifying that said declarations shall constitute covenants to run with the land, as provided by law, and shall be binding upon all parties and all persons claiming under and through the undersigned grantors. This declaration is put to record for the benefit of and to impose limitations upon all future owners of lots in said subdivision but said restrictions do not apply to the undersigned grantor. This Declaration of Restrictions has the express purpose of keeping said subdivision desirable as a residential community, and uniform in architectural design so as to be suitable for use as herein specified.

It is the intent of the undersigned to reserve unto Church Point Associates or its assigns, for a period not to exceed ten (10) years from the date hereof, the absolute right to waive, amend, modify, release, relinquish or terminate any restriction, covenant or condition contained herein or set forth on the plat or subdivision of "Church Point Farm" as above referenced.

For the purpose of insuring development of CHURCH POINT FARM as a residential community of superior standards, and subject to the foregoing, the following

limitations, restrictions and conditions are imposed on the use of the lots, parcels, and park dedications set forth above.

1. Whether or not provision therefore is specifically stated in any sales contract or conveyance of record made by the undersigned, Church Point Associates, the owner or occupant of each and every lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall, fence, mailbox, swimming pool, boathouse, dock, bulkhead, aerial, antenna, dog house, tool shed or any other structure of any description whatsoever shall be placed upon said lot unless and until the plans and specifications therefor and a site plan locating said structure on the lot, have been approved in writing by the undersigned, its successors or assigns. All plans, specifications and site plans shall be submitted in duplicate, with one set to be retained by the undersigned, Church Point Associates, if approved, and shall include a floor plan drawn to scale, front elevation and a landscaping plan providing for a reasonable number of trees and shrubs in addition to any street trees or other landscaping designated by the Church Point Associates Master Landscaping Plan for the subdivision. Each such building, wall, fence, mailbox, swimming pool, boathouse, dock, bulkhead, aerial or other structure shall be placed on the premises only in accordance with the plans, specifications and site plan so approved. Refusal of approval of plans and specifications by Church Point Associates, its successors and assigns, may be for any reason, including purely aesthetic grounds, which determination shall be in the sole and uncontrolled discretion of Church Point Associates, its successors and assigns.

No alteration in the exterior appearance of any structure shall be made without like approval. The undersigned, Church Point Associates, reserves the right to designate an individual, association or corporation to act for the Church Point Associates in the approval or rejection of such plans, to charge a reasonable fee for such review; and for the enforcement of these limitations, restrictions and conditions the said designee shall have all the power and authority as reserved to Church Point Associates for the administration, enforcement and implementation of these limitations, restrictions and conditions.

Should the undersigned, Church Point Associates, through its designee or otherwise, or its successors or assigns, fail to approve or disapprove the plans and specifications submitted to it by the owner of a lot or lots within thirty (30) days after receipt of a written request for such approval, said approval shall not be required, however, provided that no building or other structure shall be erected or be allowed to remain on any lot which violates any of the limitations, restrictions or conditions herein contained.

The undersigned, Church Point Associates, through its designee or otherwise, or its successors or assigns, shall have the right to inspect construction of any building while under construction to determine if the limitations, restrictions and conditions herein are being adhered to and shall have the right to stop any construction which does not conform to plans and specifications which have been submitted and approved as herein required.

2. No building shall be erected or allowed to remain on any numbered lot in the subdivision except one (1) single family dwelling house, for the use and occupancy of one (1) family and attendant domestic servants. All garages, porte cocheres, storage areas, tool cabins, garden houses, et cetera, must be attached to said dwelling house and be constructed so as to constitute one (1) building only. Said dwelling house shall occupy a floor area of actually and fully enclosed building, excluding attached garage or porch or porte cochere, of not less than two thousand five hundred (2,500) square feet. No lot shall be resubdivided into building sites.

3. No sign of any kind shall be displayed to the public view on any lot except one (1) sign of not more than six (6) square feet advertising the property for sale or rent, or a sign used by a builder to advertise the property during the construction and sales period. All signs must be approved as provided in paragraph 1 set forth above.

4. Nothing shall be done on any lot which may be or become an annoyance or nuisance to the neighborhood. No horses, cattle, swine, goats, poultry or fowl, or any other animal not customarily a household pet shall be kept on any lot. No manufacturing, trade, business, commerce, industry, profession or other occupation whatsoever shall be conducted or carried on upon any lot or any part thereof, or in any building or other structure erected thereon. No trash shall be allowed to accumulate so as to be unsightly or to be a detriment to the area or a fire hazard. In the event that any owner or occupant shall fail or refuse to keep his premises free of weeds, underbrush, refuse or other unsightly growth or objects, the Church Point Associates, its successors or assigns, may enter upon said lands and remove the same at the expense of the owner.

The use of any carport, driveway or parking area which may be in front of, adjacent to, or a part of any lot in said subdivision as a habitual parking place for commercial vehicles is prohibited. The use of any driveway or parking area which may be in front of, adjacent to, or a part of any lot as a habitual parking place for boats or trailers of any kind is prohibited. The parkway (that area between the pavement and the lot line) of each lot shall not be used for the parking of private or commercial vehicles or boats or trailers. The term "commercial vehicles" shall include all motor vehicles and vehicular equipment which shall bear signs or shall have printed thereon reference to any commercial undertaking or enterprise, and all trucks.

No trailer, tent, shack, garage, barn or other outbuildings erected on any lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence; provided, however, this clause shall not be construed to prevent servants quarters being installed over an attached garage. No trailer having a height of five (5) feet or more shall be parked over twelve (12) hours in any one (1) week on any lot or driveway so as to be visible from the street.

5. All owners, family members and agents shall reduce noise levels from 2:00 p.m. Saturday until 8:00 a.m. Monday and on public holidays so that residents will

not be disturbed by lawn mowing, sawing, etc. Unnecessary noises shall at all times be avoided.

6. No antenna or communication device shall be constructed on the exterior surface or roof of a home nor shall any satellite dishes be placed on the premises, without written permission of the undersigned, Church Point Associates, or its successors and assigns. No transmitting equipment or communication equipment shall be operated from the home that will in any manner interfere with standard electronic equipment, radio or television reception used in neighboring residences within the subdivision.

7. No driveway shall be constructed so as to interfere with the normal drainage of the street on which the lot fronts.

8. No lines or wires for communication or for the transmission of current or any other purposes shall be constructed, placed or permitted to be placed upon any lot unless the same shall be contained in underground conduits, and unless permission for installation of same has been specifically granted by the Church Point Associates to the party who intends to install same, through any duly recorded grant or easement.

9. Without limiting the authority of the undersigned, Church Point Associates, or its successors and assigns, to approve or disapprove plans and specifications for any reason in its sole uncontrolled discretion, including variances from the guidelines listed below, the following plan guidelines are set forth: ~~Brick or other~~ masonry, wood and stucco are the preferred exterior materials. Vinyl (or substitute) is not preferred. Exterior plans showing more than 20% vinyl (or substitute) shall receive careful scrutiny prior to approval. A color chart approved by the undersigned shall be used to select colors for exteriors. Earth tones are preferred. No cinder block or asbestos siding shall be allowed.

Rear-loading or side-loading garages are preferred rather than front-loading.

Crawl space foundations are preferred to slab. Wood crawl space vents are preferred.

Plumbing and roof stacks shall be in the rear of the house. Flashing, unless copper, around roof stacks, etc., shall be painted a similar color to the roof.

Mechanical equipment such as compressors, etc., shall have a privacy fence to exclude visibility from neighboring streets and properties.

Virginia Power telephone boxes, lead wires, etc., shall be painted the same color as the portion of the house to which they are attached.

No statues, monuments, bric-a-brac, or symbols, other than a house number and the name of the resident, shall be displayed from that portion of the lot or home observable from the adjoining street or streets. A gas post lattern and/or sconce attached to the home and visible from the curb is required.

10. The undersigned, Church Point Associates, reserves for itself, its successors or assigns, a five (5) foot easement along the side and rear lines of each numbered lot on the plat of subdivision, unless a greater width be shown on the plat of subdivision, for public utility and drainage purposes, and any other reasonable purpose, with the right to assign the same for such uses as deemed by it necessary for the development and service of said lots or adjoining lots.

11. Each owner of a lot or lots in the subdivision which is subject to the landscaping easement as shown on the subdivision plat and recorded covenants, covenants and agrees that no building, wall, fence, mailbox, swimming pool, boathouse, dock, bulkhead, aerial, antenna, dog house, tool shed or any other structure of any description whatsoever shall be placed upon said open space, and each owner shall be responsible for the maintenance of and removal of trash from such open space abutting his property, and for the maintenance and replacement of the grass, trees, hedges, plants, shrubs or other landscaping growing naturally thereon, or as designed by Church Point Associates, and to keep such landscaping in a neat and trim condition for aesthetic purposes and so as to prevent erosion. For the purpose of perpetuating the professionally designed Master Landscaping Plan, no landscaping designed by the undersigned, Church Point Associates, shall be removed or replaced with different species or sizes of such species, without the written consent of Church Point Associates, or its designee, successors or assigns. Should any owner of a lot subject to the said landscaping easement fail to maintain said landscaping as aforesaid, then the undersigned, Church Point Associates, or its designee, successors or assigns, or any other lot owner, or their respective heirs or assigns, shall have the right to maintain said landscaping so as to conform hereto and the expense of such maintenance shall be born by the defaulting lot owner.

Each owner of a lot or lots in the subdivision which is subject to street tree or shrub designation on the Master Landscaping Plan shall plant and maintain, including replacement with same species and size, such trees or shrubs as are specified in such Landscaping Plan.

12. The undersigned, Church Point Associates, its successors and assigns, shall have the non-exclusive right, but not the obligation, to enforce these Restrictions, and shall have no liability for any failure to enforce these Restrictions. The undersigned, Church Point Associates, its successors and assigns, hereby reserves the right to enter into agreements with the owner of any lot or lots, including itself, (without the consent of the owners of other lots in the subdivision) to waive in its entirety or to deviate from these conditions, restrictions, limitations and agreements set forth in this declaration; any such waiver or deviation shall be manifested by agreement in writing and shall not constitute a waiver of any such condition, restriction, limitation or agreement as to the remaining lots in said subdivision, and the same shall remain fully enforceable as to all other lots located in the said subdivision, by the undersigned, Church Point Associates, its successors and assigns, and by the owners of other lots except as against the lot where such deviation is permitted by such written agreement.

13. These covenants are to run with the land and shall be binding on all

parties and all persons claiming under and through the grantors for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for additional ten (10) year periods unless an instrument signed by a majority of the then fee simple owners of the lots has been recorded, wherein the said majority agrees to change said covenants in whole or in part.

14. A REVIEW FEE SHALL BE PAID TO THE UNDERSIGNED, CHURCH POINT ASSOCIATES, OR SUCCESSORS OR ASSIGNS OF THE UNDERSIGNED, UPON THE SALE OR TRANSFER OF THE PROPERTY. SAID REVIEW FEE SHALL HAVE A CHARGE OF NO MORE THAN THE NORMAL ASSUMPTION FEE CHARGED BY LOCAL LENDERS. SAID REVIEW FEE IS REQUIRED IN ORDER TO ASSURE THAT PROPERTY BEING TRANSFERRED IS IN CONFORMANCE WITH THE AFORESAID RECORDED RESTRICTIONS.

15. No owner of a lot or lots with legal ownership extending into the water shall hinder or obstruct any reasonable dredging activity and channel through his property which would reasonably benefit other waterfront lots within the subdivision. The undersigned, Church Point Associates, and its successors or assigns, shall have the authority to approve or disapprove, in advance, any dredging activity pursued by one or more lot owners.

16. Any sidewalk, driveway or similar paving for ingress/egress into or out from the lot necessitating removal of the curb and gutter shall be done in accordance with the instructions as set forth in Addendum A - Sawcut Requirements.

17. The guidelines for park dedications and recreation areas shall be set forth in detail under "Rules and Regulations" of Homeowners Association, wherein specific details pertain to waterfront area.

18. Each owner of a lot or lots shall in the subdivision of Church Point Farm, shall automatically be a member of the subdivision's Homeowners Association and shall comply with such rules and pay such dues as are set by the Association. Membership in the Homeowners' Association is mandatory.

The Homeowners Association shall be responsible for the management and control of the common areas and all improvements or facilities thereon, and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

19. Enforcement of this declaration shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant contained herein, and such proceeding shall be to either restrain violation or to recover damages for a breach thereof. If no such proceedings be instituted within one hundred eighty (180) days of any such violation, then it shall be conclusively presumed in any legal proceedings that the violation or attempted violation has been waived by Church Point Associates, and all parties owning or having any interest in lots in the subdivision whether or not such parties have actual notice of said violation or attempted violation. The invalidation by any court of any provision herein contained shall not in any way affect any of the other provisions hereof but they shall remain in full force and effect.

20. The undersigned, Church Point Associates, and its successors, may assign to any other corporation, association, firm or person, and references within these Restrictions to successors, assigns, designees, etc., refer to the assignment by the undersigned, Church Point Associates, of all or part of its rights under these Restrictions.

IN WITNESS WHEREOF, Church Point Associates, has caused these presents to be executed on its behalf by its duly authorized partner, this 9th day of November 1992.

CHURCH POINT ASSOCIATES

By: [Signature]
Jahn Wallace Summs, Managing Partner

L. R. HILL CUSTOM BUILDERS, INC.

By: [Signature]
Larry R. Hill, President

BERNARD BUILDERS, LTD.

By: [Signature]
Clifton Bernard, President

STATE OF VIRGINIA
CITY OF VIRGINIA BEACH, to-wit:

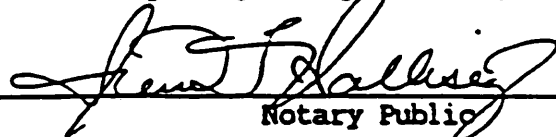
The foregoing instrument was acknowledged by Jahn Wallace Summs, Managing Partner of Church Point Associates, this 9 day of November, 1992.

[Signature]
Notary Public

Notary Commission Expires: 12-31-96

STATE OF VIRGINIA
CITY OF VIRGINIA BEACH, to-wit:

13th The foregoing instrument was acknowledged by Larry R. Hill, President this
day of November, 1991.



Notary Public

My Commission Expires: 11-29-92

STATE OF VIRGINIA
CITY OF VIRGINIA BEACH, to-wit:

9 The foregoing instrument was acknowledged by Clifton Bernard, President this
day of November, 1992.



Notary Public

My Commission Expires: 12-31-96

RECORDED WITH
CERTIFICATE ANNEXED

92 NOV 23 AM 10: 29

CHURCH POINT HOMEOWNERS ASSOCIATION, INC.

LOTS 119, 120 & 121, THE COMMONS

CHURCH POINT FARM

Declaration of Restrictions

DECLARATION OF RESTRICTIONS
APPLICABLE TO
CHURCH POINT FARM
SECTION THREE A-4

THIS DECLARATION OF RESTRICTIONS, Made and entered into this 29th day of September 1993, by the undersigned, owners in fee simple of the following described property, to-wit:

All those certain lots, pieces or parcels of land, with the buildings and improvements thereon and the appurtenances thereunto belonging, lying, situate and being in the City of Virginia Beach, Virginia, and being known, numbered and designated as Lots 119, 120 and 121, inclusive, as shown on that certain plat entitled "SUBDIVISION OF CHURCH POINT FARM, SECTION THREE A-4 BAYSIDE BOROUGH, VIRGINIA BEACH, VIRGINIA", dated September 9, 1993 made by Kellam - Gerwitz Engineering Inc., Engineers-Surveyors-Planners, Virginia Beach, Virginia, (the "Subdivision Plat"), which Subdivision Plat is recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Map Book 231, at Page 61.

The undersigned do hereby declare and give notice that all lots and parcels, as above referenced are subject to the following limitations, restrictions, conditions and uses to which the lots, parcels, and constituting said subdivision may be put, hereby specifying that said declarations shall constitute covenants to run with the land, as provided by law, and shall be binding upon all parties and all persons claiming under and through the undersigned grantors. This declaration is put to record for the benefit of and to impose limitations upon all future owners of lots in said subdivision but said restrictions do not apply to the undersigned grantor. This Declaration of Restrictions has the express purpose of keeping said subdivision desirable as a residential community, and uniform in architectural design so as to be suitable for use as herein specified.

It is the intent of the undersigned to reserve unto Church Point Associates or its assigns, for a period not to exceed ten (10) years from the date hereof, the absolute right to waive, amend, modify, release, relinquish or terminate any restriction, covenant or condition contained herein or set forth on the plat or subdivision of "Church Point Farm" as above referenced.

For the purpose of insuring development of CHURCH POINT FARM as a residential community of superior standards, and subject to the foregoing, the following limitations, restrictions and conditions are imposed on the use of the lots, parcels, and park dedications set forth above.

1. Whether or not provision therefore is specifically stated in any sales contract or conveyance of record made by the undersigned, Church Point Associates, the owner or occupant of each and every lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall, fence, mailbox, swimming pool, boathouse, dock, bulkhead, aerial, antenna, dog house, tool shed or any other structure of any description whatsoever shall be placed upon said lot unless and until the plans and specifications therefor and a site plan locating said structure on the lot, have been approved in writing by the undersigned, its successors or assigns. All plans, specifications and site plans shall be submitted in duplicate, with one set to be retained by the undersigned, Church Point Associates, if approved, and shall include a floor plan drawn to scale, front elevation and a landscaping plan providing for a reasonable number of trees and shrubs in addition to any street trees or other landscaping designated by the Church Point Associates Master Landscaping Plan for the subdivision. Each such building, wall, fence, mailbox, swimming pool, boathouse, dock, bulkhead, aerial or other structure shall be placed on the premises only in accordance with the plans, specifications and site plan so approved. Refusal of approval of plans and specifications by Church Point Associates, its successors and assigns, may be for any reason, including purely aesthetic grounds, which determination shall be in the sole and uncontrolled discretion of Church Point Associates, its successors and assigns.

No alteration in the exterior appearance of any structure shall be made without like approval. The undersigned, Church Point Associates, reserves the right to designate an individual, association or corporation to act for the Church Point Associates in the approval or rejection of such plans, to charge a reasonable fee for such review; and for the enforcement of these limitations, restrictions and conditions the said designee shall have all the power and authority as reserved to Church Point Associates for the administration, enforcement and implementation of these limitations, restrictions and conditions.

Should the undersigned, Church Point Associates, through its designee or otherwise, or its successors or assigns, fail to approve or disapprove the plans and specifications submitted to it by the owner of a lot or lots within thirty (30) days after receipt of a written request for such approval, said approval shall not be required, however, provided that no building or other structure shall be erected or be allowed to remain on any lot which violates any of the limitations, restrictions or conditions herein contained.

The undersigned, Church Point Associates, through its designee or otherwise, or its successors or assigns, shall have the right to inspect construction of any building while under construction to determine if the limitations, restrictions and conditions herein are being adhered to and shall have the right to stop any construction which does not conform to plans and specifications which have been submitted and approved as herein required.

2. No building shall be erected or allowed to remain on any numbered lot in the subdivision except one (1) single family dwelling house, for the use and occupancy of one (1) family and attendant domestic servants. All garages, porte cocheres,

storage areas, tool cabins, garden houses, et cetera, must be attached to said dwelling house and be constructed so as to constitute one (1) building only. Said dwelling house shall occupy a floor area of actually and fully enclosed building, excluding attached garage or porch or porte cochere, of not less than two thousand five hundred (2,500) square feet. No lot shall be resubdivided into building sites.

3. No sign of any kind shall be displayed to the public view on any lot except one (1) sign of not more than six (6) square feet advertising the property for sale or rent, or a sign used by a builder to advertise the property during the construction and sales period. All signs must be approved as provided in paragraph 1 set forth above.

4. Nothing shall be done on any lot which may be or become an annoyance or nuisance to the neighborhood. No horses, cattle, swine, goats, poultry or fowl, or any other animal not customarily a household pet shall be kept on any lot. No manufacturing, trade, business, commerce, industry, profession or other occupation whatsoever shall be conducted or carried on upon any lot or any part thereof, or in any building or other structure erected thereon. No trash shall be allowed to accumulate so as to be unsightly or to be a detriment to the area or a fire hazard. In the event that any owner or occupant shall fail or refuse to keep his premises free of weeds, underbrush, refuse or other unsightly growth or objects, the Church Point Associates, its successors or assigns, may enter upon said lands and remove the same at the expense of the owner.

The use of any carport, driveway or parking area which may be in front of, adjacent to, or a part of any lot in said subdivision as a habitual parking place for commercial vehicles is prohibited. The use of any driveway or parking area which may be in front of, adjacent to, or a part of any lot as a habitual parking place for boats or trailers of any kind is prohibited. The parkway (that area between the pavement and the lot line) of each lot shall not be used for the parking of private or commercial vehicles or boats or trailers. The term "commercial vehicles" shall include all motor vehicles and vehicular equipment which shall bear signs or shall have printed thereon reference to any commercial undertaking or enterprise, and all trucks.

No trailer, tent, shack, garage, barn or other outbuildings erected on any lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence; provided, however, this clause shall not be construed to prevent servants quarters being installed over an attached garage. No trailer having a height of five (5) feet or more shall be parked over twelve (12) hours in any one (1) week on any lot or driveway so as to be visible from the street.

5. All owners, family members and agents shall reduce noise levels from 2:00 p.m. Saturday until 8:00 a.m. Monday and on public holidays so that residents will not be disturbed by lawn mowing, sawing, etc. Unnecessary noises shall at all times be avoided.

6. No antenna or communication device shall be constructed on the exterior surface or roof of a home nor shall any satellite dishes be placed on the premises, without written permission of the undersigned, Church Point Associates, or its successors and assigns. No transmitting equipment or communication equipment shall be operated from the home that will in any manner interfere with standard electronic equipment, radio or television reception used in neighboring residences within the subdivision.

7. No driveway shall be constructed so as to interfere with the normal drainage of the street on which the lot fronts.

8. No lines or wires for communication or for the transmission of current or any other purposes shall be constructed, placed or permitted to be placed upon any lot unless the same shall be contained in underground conduits, and unless permission for installation of same has been specifically granted by the Church Point Associates to the party who intends to install same, through any duly recorded grant or easement.

9. Without limiting the authority of the undersigned, Church Point Associates, or its successors and assigns, to approve or disapprove plans and specifications for any reason in its sole uncontrolled discretion, including variances from the guidelines listed below, the following plan guidelines are set forth: Brick or other masonry, wood and stucco are the preferred exterior materials. Vinyl (or substitute) is not preferred. Exterior plans showing more than 20% vinyl (or substitute) shall receive careful scrutiny prior to approval. A color chart approved by the undersigned shall be used to select colors for exteriors. Earth tones are preferred. No cinder block or asbestos siding shall be allowed.

Rear-loading or side-loading garages are preferred rather than front-loading.

Crawl space foundations are preferred to slab. Wood crawl space vents are preferred.

Plumbing and roof stacks shall be in the rear of the house. Flashing, unless copper, around roof stacks, etc., shall be painted a similar color to the roof.

Mechanical equipment such as compressors, etc., shall have a privacy fence to exclude visibility from neighboring streets and properties.

Virginia Power telephone boxes, lead wires, etc., shall be painted the same color as the portion of the house to which they are attached.

No statues, monuments, bric-a-brac, or symbols, other than a house number and name of the resident, shall be displayed from that portion of the lot or home observable from the adjoining street or streets. A gas post lantern and/or sconce attached to the home and visible from the curb is required.

10. The undersigned, Church Point Associates, reserves for itself, its successors or assigns, a five (5) foot easement along the side and rear lines of each

numbered lot on the plat of subdivision, unless a greater width be shown on the plat of subdivision, for public utility and drainage purposes, and any other reasonable purpose, with the right to assign the same for such uses as deemed by it necessary for the development and service of said lots or adjoining lots.

11. Each owner of a lot or lots in the subdivision which is subject to the landscaping easement as shown on the subdivision plat and recorded covenants, covenants and agrees that no building, wall, fence, mailbox, swimming pool, boathouse, dock, bulkhead, aerial, antenna, dog house, tool shed or any other structure of any description whatsoever shall be placed upon said open space, and each owner shall be responsible for the maintenance of and removal of trash from such open space abutting his property, and for the maintenance and replacement of the grass, trees, hedges, plants, shrubs or other landscaping growing naturally thereon, or as designed by Church Point Associates, and to keep such landscaping in a neat and trim condition for aesthetic purposes and so as to prevent erosion. For the purpose of perpetuating the professionally designed Master Landscaping Plan, no landscaping designed by the undersigned, Church Point Associates, shall be removed or replaced with different species or sizes of such species, without the written consent of Church Point Associates, or its designee, successors or assigns. Should any owner of a lot subject to the said landscaping easement fail to maintain said landscaping as aforesaid, then the undersigned, Church Point Associates, or its designee, successors or assigns, or any other lot owner, or their respective heirs or assigns, shall have the right to maintain said landscaping so as to conform hereto and the expense of such maintenance shall be born by the defaulting lot owner.

Each owner of a lot or lots in the subdivision which is subject to street tree or shrub designation on the Master Landscaping Plan shall plant and maintain, including replacement with same species and size, such trees or shrubs as are specified in such Landscaping Plan.

12. The undersigned, Church Point Associates, its successors and assigns, shall have the non-exclusive right, but not the obligation, to enforce these Restrictions, and shall have no liability for any failure to enforce these Restrictions. The undersigned, Church Point Associates, its successors and assigns, hereby reserves the right to enter into agreements with the owner of any lot or lots, including itself, (without the consent of the owners of other lots in the subdivision) to waive in its entirety or to deviate from these conditions, restrictions, limitations and agreements set forth in this declaration; any such waiver or deviation shall be manifested by agreement in writing and shall not constitute a waiver of any such condition, restriction, limitation or agreement as to the remaining lots in said subdivision, and the same shall remain fully enforceable as to all other lots located in the said subdivision, by the undersigned, Church Point Associates, its successors and assigns, and by the owners of other lots except as against the lot where such deviation is permitted by such written agreement.

13. These covenants are to run with the land and shall be binding on all parties and all persons claiming under and through the grantors for a period of twenty-five (25) years from the date these covenants are recorded, after which time

BK 3297PG 1784

said covenants shall be automatically extended for additional ten (10) year periods unless an instrument signed by a majority of the then fee simple owners of the lots has been recorded, wherein the said majority agrees to change said covenants in whole or in part.

14. A REVIEW FEE SHALL BE PAID TO THE UNDERSIGNED, CHURCH POINT ASSOCIATES, OR SUCCESSORS OR ASSIGNS OF THE UNDERSIGNED, UPON THE SALE OR TRANSFER OF THE PROPERTY. SAID REVIEW FEE SHALL HAVE A CHARGE OF NO MORE THAN THE NORMAL ASSUMPTION FEE CHARGED BY LOCAL LENDERS. SAID REVIEW FEE IS REQUIRED IN ORDER TO ASSURE THAT PROPERTY BEING TRANSFERRED IS IN CONFORMANCE WITH THE AFORESAID RECORDED RESTRICTIONS.

15. No owner of a lot or lots with legal ownership extending into the water shall hinder or obstruct any reasonable dredging activity and channel through his property which would reasonably benefit other waterfront lots within the subdivision. The undersigned, Church Point Associates, and its successors or assigns, shall have the authority to approve or disapprove, in advance, any dredging activity pursued by one or more lot owners.

16. Any sidewalk, driveway or similar paving for ingress/egress into or out from the lot necessitating removal of the curb and gutter shall be done in accordance with the instructions as set forth in Addendum A - Sawcut Requirements.

17. The guidelines for park dedications and recreation areas shall be set forth in detail under "Rules and Regulations" of Homeowners Association, wherein specific details pertain to waterfront area.

18. Each owner of a lot or lots shall in the subdivision of Church Point Farm, shall automatically be a member of the subdivision's Homeowners Association and shall comply with such rules and pay such dues as are set by the Association. Membership in the Homeowners' Association is mandatory.

The Homeowners Association shall be responsible for the management and control of the common areas and all improvements or facilities thereon, and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

19. Enforcement of this declaration shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant contained herein, and such proceeding shall be to either restrain violation or to recover damages for a breach thereof. If no such proceedings be instituted within one hundred eighty (180) days of any such violation, then it shall be conclusively presumed in any legal proceedings that the violation or attempted violation has been waived by Church Point Associates, and all parties owning or having any interest in lots in the subdivision whether or not such parties have actual notice of said violation or attempted violation. The invalidation by any court of any provision herein contained shall not in any way affect any of the other provisions hereof but they shall remain in full force and effect.

20. The undersigned, Church Point Associates, and its successors, may assign

to any other corporation, association, firm or person, and references within these Restrictions to successors, assigns, designees, etc., refer to the assignment by the undersigned, Church Point Associates, of all or part of its rights under these Restrictions.

IN WITNESS WHEREOF, Church Point Associates, has caused these presents to be executed on its behalf by its duly authorized partner, this 1st day of November, 1993.

CHURCH POINT ASSOCIATES, L.P.

By: [Signature]
Jahn Wallace Summs, Managing Partner

STATE OF VIRGINIA
CITY OF VIRGINIA BEACH, to-wit:

The foregoing instrument was acknowledged by Jahn Wallace Summs, Managing Partner of Church Point Associates, L.P., this 1st day of November, 1993.

[Signature]
Notary Public

My Commission Expires: 12-31-96

STATE OF VIRGINIA
CITY OF VIRGINIA BEACH, to-wit:

The foregoing instrument was acknowledged this _____ day of _____, 1993.

Notary Public

My Commission Expires:

RECORDED WITH
CERTIFICATE ANNEXED
93 NOV -9 PM 3: 09
5581-802 TAXES PAID \$_____
VIRGINIA BEACH, VA

RECEIVED MAR 11 1998

This Instrument Prepared by
And When Recorded Return to:
Willcox & Savage, P.C.
1800 NationsBank Center
One Commercial Place
Norfolk, Virginia 23510

**CLARIFICATION AND AMPLIFICATION OF
DECLARATION OF RESTRICTIONS APPLICABLE TO
CHURCH POINT FARM SECTION THREE A-4**

THIS CLARIFICATION AND AMPLIFICATION OF DECLARATION OF RESTRICTIONS (the "Agreement") is made and entered into as of this 30TH day of September, 1997, by CHURCH POINT ASSOCIATES, L.P., a Virginia limited partnership ("Declarant"), as grantor, and grantee for indexing purposes.

RECITALS:

R-1. By Declaration of Restrictions Applicable to Church Point Farm Section Three A-4 (the "Declaration"), dated September 29, 1993, and recorded in the Clerk's Office of the Circuit Court for the City of Virginia Beach, Virginia, in Deed Book 3297, at Page 1779, Declarant subjected the real property described in the Declaration to certain limitations, restrictions, conditions, and uses more particularly set forth in the Declaration.

R-2. Declarant is the owner in fee simple absolute of those certain lots or parcels of land subject to the Declaration commonly known and designated as Lots 120 and 121, inclusive, which lots are more particularly described in the Declaration (the "Declarant Lots").

R-3. The Declaration, by its terms, does not apply to the Declarant Lots.

R-4. Notwithstanding that the Declaration does not apply to the Declarant Lots, Declarant desires to clarify that Declarant, its agents, employees and independent contractors have certain rights with respect to the Declarant Lots.

R-5. Declarant reserved unto itself under the Declaration the absolute right to waive, amend, modify, release, relinquish or terminate any restriction, covenant or condition contained in the Declaration and to enter into agreements with the owner of any lot or lots, including itself, without the consent of the owners of other lots, to waive the Declaration in its entirety or to deviate from the conditions, restrictions, limitations and agreements set forth in the Declaration.

AGREEMENT

NOW, THEREFORE, Declarant hereby covenants and declares on behalf of itself and its successors and assigns as follows:

1. Declarant Exempt. Declarant and the Declarant Lots are and shall remain exempt from the restrictions set forth in the Declaration as provided in the second sentence of the second paragraph on page 1 of the Declaration. To the extent not otherwise provided for in the Declaration, the term "grantor" as used in the Declaration shall be deemed to include Declarant, its agents, employees and independent contractors.

2. Reservation of Rights. Notwithstanding that the restrictions of the Declaration do not apply to Declarant, Declarant hereby affirmatively reserves for itself, its agents, employees and independent contractors, all rights which Declarant may deem necessary or desirable to develop and market for sale the Declarant Lots, including:

(a) The right to erect, build and construct on the Declarant Lots single-family dwelling homes and related improvements;

(b) The right to erect on the Declarant Lots any signs as Declarant may desire to advertise the availability for development or sale of the Declarant Lots and any improvements constructed or to be constructed thereon;

(c) The right to conduct all necessary or desirable activities related to the development and/or sale of the Declarant Lots or any part thereof, in any building or other structure placed or erected thereon; and

(d) The right to provide parking in front of, adjacent to or on the Declarant Lots for all private vehicles of Declarant, its agents, employees, and independent contractors.

3. Amendment to Declaration. To the extent that any of the provisions of Paragraph 1 and/or 2 above shall be deemed to constitute an amendment of the Declaration, then the Declaration shall be deemed to be amended by this Agreement.

4. Ratification. The terms, covenants and conditions of the Declaration, to the extent modified by this Agreement, are hereby ratified and reaffirmed and are, and shall continue to remain, in full force and effect.

5. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the undersigned has caused this Supplemental Declaration to be executed on its behalf by its duly authorized managing partner as of the day and year first above written.

DECLARANT:

CHURCH POINT ASSOCIATES, L.P.,
a Virginia limited partnership

By: [Signature] (SEAL)
Jahn Wallace Summs, Managing Partner

COMMONWEALTH OF VIRGINIA
CITY OF VIRGINIA BEACH, to-wit:

The foregoing instrument was acknowledged before me this 30th day of September, 1997 by Jahn Wallace Summs, as Managing Partner of Church Point Associates, L.P., a Virginia limited partnership, on behalf of such partnership.

[Signature]
Notary Public

My commission expires: 5-30-01
[Affix Notarial Seal]

RECORDED WITH
CERTIFICATE ANNEXED
97 OCT 10 AM 8:49

§58.1-802 TAXES PAID \$ _____
VIRGINIA BEACH, VA.
TESTE: [Signature]
CLERK, CIRCUIT COURT

CHURCH POINT HOMEOWNERS ASSOCIATION, INC.

LOTS 122-126, 130-133, 137-146, THE COMMONS

CHURCH POINT FARM

Declaration of Restrictions

DECLARATION OF RESTRICTIONS
APPLICABLE TO
CHURCH POINT FARM
SECTION THREE A-3

THIS DECLARATION OF RESTRICTIONS, Made and entered into this 29th day of September 1993, by the undersigned, owners in fee simple of the following described property, to-wit:

All those certain lots, pieces or parcels of land, with the buildings and improvements thereon and the appurtenances thereunto belonging, lying, situate and being in the City of Virginia Beach, Virginia, and being known, numbered and designated as Lots 127, 128 and 129, inclusive, as shown on that certain plat entitled "SUBDIVISION OF CHURCH POINT FARM, SECTION THREE A-3 BAYSIDE BOROUGH, VIRGINIA BEACH, VIRGINIA", dated September 6, 1993 made by Kellam - Gerwitz Engineering Inc., Engineers-Surveyors-Planners, Virginia Beach, Virginia, (the "Subdivision Plat"), which Subdivision Plat is recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Map Book 231, at Page 60 .

The undersigned do hereby declare and give notice that all lots and parcels, as above referenced are subject to the following limitations, restrictions, conditions and uses to which the lots, parcels, and constituting said subdivision may be put, hereby specifying that said declarations shall constitute covenants to run with the land, as provided by law, and shall be binding upon all parties and all persons claiming under and through the undersigned grantors. This declaration is put to record for the benefit of and to impose limitations upon all future owners of lots in said subdivision but said restrictions do not apply to the undersigned grantor. This Declaration of Restrictions has the express purpose of keeping said subdivision desirable as a residential community, and uniform in architectural design so as to be suitable for use as herein specified.

It is the intent of the undersigned to reserve unto Church Point Associates or its assigns, for a period not to exceed ten (10) years from the date hereof, the absolute right to waive, amend, modify, release, relinquish or terminate any restriction, covenant or condition contained herein or set forth on the plat or subdivision of "Church Point Farm" as above referenced.

For the purpose of insuring development of CHURCH POINT FARM as a residential community of superior standards, and subject to the foregoing, the following limitations, restrictions and conditions are imposed on the use of the lots, parcels, and park dedications set forth above.

1. Whether or not provision therefore is specifically stated in any sales contract or conveyance of record made by the undersigned, Church Point Associates, the owner or occupant of each and every lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall, fence, mailbox, swimming pool, boathouse, dock, bulkhead, aerial, antenna, dog house, tool shed or any other structure of any description whatsoever shall be placed upon said lot unless and until the plans and specifications therefor and a site plan locating said structure on the lot, have been approved in writing by the undersigned, its successors or assigns. All plans, specifications and site plans shall be submitted in duplicate, with one set to be retained by the undersigned, Church Point Associates, if approved, and shall include a floor plan drawn to scale, front elevation and a landscaping plan providing for a reasonable number of trees and shrubs in addition to any street trees or other landscaping designated by the Church Point Associates Master Landscaping Plan for the subdivision. Each such building, wall, fence, mailbox, swimming pool, boathouse, dock, bulkhead, aerial or other structure shall be placed on the premises only in accordance with the plans, specifications and siteplan so approved. Refusal of approval of plans and specifications by Church Point Associates, its successors and assigns, may be for any reason, including purely aesthetic grounds, which determination shall be in the sole and uncontrolled discretion of Church Point Associates, its successors and assigns.

No alteration in the exterior appearance of any structure shall be made without like approval. The undersigned, Church Point Associates, reserves the right to designate an individual, association or corporation to act for the Church Point Associates in the approval or rejection of such plans, to charge a reasonable fee for such review; and for the enforcement of these limitations, restrictions and conditions the said designee shall have all the power and authority as reserved to Church Point Associates for the administration, enforcement and implementation of these limitations, restrictions and conditions.

Should the undersigned, Church Point Associates, through its designee or otherwise, or its successors or assigns, fail to approve or disapprove the plans and specifications submitted to it by the owner of a lot or lots within thirty (30) days after receipt of a written request for such approval, said approval shall not be required, however, provided that no building or other structure shall be erected or be allowed to remain on any lot which violates any of the limitations, restrictions or conditions herein contained.

The undersigned, Church Point Associates, through its designee or otherwise, or its successors or assigns, shall have the right to inspect construction of any building while under construction to determine if the limitations, restrictions and conditions herein are being adhered to and shall have the right to stop any construction which does not conform to plans and specifications which have been submitted and approved as herein required.

2. No building shall be erected or allowed to remain on any numbered lot in the subdivision except one (1) single family dwelling house, for the use and occupancy of one (1) family and attendant domestic servants. All garages, porte cocheres,

storage areas, tool cabins, garden houses, et cetera, must be attached to said dwelling house and be constructed so as to constitute one (1) building only. Said dwelling house shall occupy a floor area of actually and fully enclosed building excluding attached garage or porch or porte cochere, of not less than two thousand five hundred (2,500) square feet. No lot shall be resubdivided into building sites.

3. No sign of any kind shall be displayed to the public view on any lot except one (1) sign of not more than six (6) square feet advertising the property for sale or rent, or a sign used by a builder to advertise the property during the construction and sales period. All signs must be approved as provided in paragraph 1 set forth above.

4. Nothing shall be done on any lot which may be or become an annoyance or nuisance to the neighborhood. No horses, cattle, swine, goats, poultry or fowl, or any other animal not customarily a household pet shall be kept on any lot. No manufacturing, trade, business, commerce, industry, profession or other occupation whatsoever shall be conducted or carried on upon any lot or any part thereof, or in any building or other structure erected thereon. No trash shall be allowed to accumulate so as to be unsightly or to be a detriment to the area or a fire hazard. In the event that any owner or occupant shall fail or refuse to keep his premises free of weeds, underbrush, refuse or other unsightly growth or objects, the Church Point Associates, its successors or assigns, may enter upon said lands and remove the same at the expense of the owner.

The use of any carport, driveway or parking area which may be in front of adjacent to, or a part of any lot in said subdivision as a habitual parking place for commercial vehicles is prohibited. The use of any driveway or parking area which may be in front of, adjacent to, or a part of any lot as a habitual parking place for boats or trailers of any kind is prohibited. The parkway (that area between the pavement and the lot line) of each lot shall not be used for the parking of private or commercial vehicles or boats or trailers. The term "commercial vehicles" shall include all motor vehicles and vehicular equipment which shall bear signs or shall have printed thereon reference to any commercial undertaking or enterprise, and all trucks.

No trailer, tent, shack, garage, barn or other outbuildings erected on any lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence; provided, however, this clause shall not be construed to prevent servants quarters being installed over an attached garage. No trailer having a height of five (5) feet or more shall be parked over twelve (12) hours in any one (1) week on any lot or driveway so as to be visible from the street.

5. All owners, family members and agents shall reduce noise levels from 2:00 p.m. Saturday until 8:00 a.m. Monday and on public holidays so that residents will not be disturbed by lawn mowing, sawing, etc. Unnecessary noises shall at all times be avoided.

6. No antenna or communication device shall be constructed on the exterior surface or roof of a home nor shall any satellite dishes be placed on the premises without written permission of the undersigned, Church Point Associates, or its successors and assigns. No transmitting equipment or communication equipment shall be operated from the home that will in any manner interfere with standard electronic equipment, radio or television reception used in neighboring residences within the subdivision.

7. No driveway shall be constructed so as to interfere with the normal drainage of the street on which the lot fronts.

8. No lines or wires for communication or for the transmission of current or any other purposes shall be constructed, placed or permitted to be placed upon a lot unless the same shall be contained in underground conduits, and unless permission for installation of same has been specifically granted by the Church Point Associate to the party who intends to install same, through any duly recorded grant or easement.

9. Without limiting the authority of the undersigned, Church Point Associates or its successors and assigns, to approve or disapprove plans and specifications for any reason in its sole uncontrolled discretion, including variances from the guidelines listed below, the following plan guidelines are set forth: Brick or other masonry, wood and stucco are the preferred exterior materials. Vinyl (or substitute) is not preferred. Exterior plans showing more than 20% vinyl (or substitute) shall receive careful scrutiny prior to approval. A color chart approved by the undersigned shall be used to select colors for exteriors. Earth tones are preferred. No cinder block or asbestos siding shall be allowed.

Rear-loading or side-loading garages are preferred rather than front-loading.

Crawl space foundations are preferred to slab. Wood crawl space vents are preferred.

Plumbing and roof stacks shall be in the rear of the house. Flashing, unless copper, around roof stacks, etc., shall be painted a similar color to the roof.

Mechanical equipment such as compressors, etc., shall have a privacy fence to exclude visibility from neighboring streets and properties.

Virginia Power telephone boxes, lead wires, etc., shall be painted the same color as the portion of the house to which they are attached.

No statues, monuments, bric-a-brac, or symbols, other than a house number or name of the resident, shall be displayed from that portion of the lot or home observable from the adjoining street or streets. A gas post lantern and/or sconce attached to the home and visible from the curb is required.

10. The undersigned, Church Point Associates, reserves for itself, its successors or assigns, a five (5) foot easement along the side and rear lines of each

numbered lot on the plat of subdivision, unless a greater width be shown on the plat of subdivision, for public utility and drainage purposes, and any other reasonable purpose, with the right to assign the same for such uses as deemed by it necessary for the development and service of said lots or adjoining lots.

11. Each owner of a lot or lots in the subdivision which is subject to the landscaping easement as shown on the subdivision plat and recorded covenants, covenants and agrees that no building, wall, fence, mailbox, swimming pool, boathouse, dock, bulkhead, aerial, antenna, dog house, tool shed or any other structure of any description whatsoever shall be placed upon said open space, and each owner shall be responsible for the maintenance of and removal of trash from such open space abutting his property, and for the maintenance and replacement of the grass trees, hedges, plants, shrubs or other landscaping growing naturally thereon, or as designed by Church Point Associates, and to keep such landscaping in a neat and trim condition for aesthetic purposes and so as to prevent erosion. For the purpose of perpetuating the professionally designed Master Landscaping Plan, no landscaping designed by the undersigned, Church Point Associates, shall be removed or replaced with different species or sizes of such species, without the written consent of Church Point Associates, or its designee, successors or assigns. Should any owner of a lot subject to the said landscaping easement fail to maintain said landscaping as aforesaid, then the undersigned, Church Point Associates, or its designee, successors or assigns, or any other lot owner, or their respective heirs or assigns, shall have the right to maintain said landscaping so as to conform hereto and the expense of such maintenance shall be born by the defaulting lot owner.

Each owner of a lot or lots in the subdivision which is subject to street tree or shrub designation on the Master Landscaping Plan shall plant and maintain including replacement with same species and size, such trees or shrubs as are specified in such Landscaping Plan.

12. The undersigned, Church Point Associates, its successors and assigns, shall have the non-exclusive right, but not the obligation, to enforce these Restrictions and shall have no liability for any failure to enforce these Restrictions. The undersigned, Church Point Associates, its successors and assigns, hereby reserves the right to enter into agreements with the owner of any lot or lots, including itself (without the consent of the owners of other lots in the subdivision) to waive in its entirety or to deviate from these conditions, restrictions, limitations and agreement set forth in this declaration; any such waiver or deviation shall be manifested by agreement in writing and shall not constitute a waiver of any such condition restriction, limitation or agreement as to the remaining lots in said subdivision and the same shall remain fully enforceable as to all other lots located in the said subdivision, by the undersigned, Church Point Associates, its successors and assigns and by the owners of other lots except as against the lot where such deviation is permitted by such written agreement.

13. These covenants are to run with the land and shall be binding on all parties and all persons claiming under and through the grantors for a period of twenty-five (25) years from the date these covenants are recorded, after which time

said covenants shall be automatically extended for additional ten (10) year period unless an instrument signed by a majority of the then fee simple owners of the lot has been recorded, wherein the said majority agrees to change said covenants in whole or in part.

14. A REVIEW FEE SHALL BE PAID TO THE UNDERSIGNED, CHURCH POINT ASSOCIATES OR SUCCESSORS OR ASSIGNS OF THE UNDERSIGNED, UPON THE SALE OR TRANSFER OF THE PROPERTY. SAID REVIEW FEE SHALL HAVE A CHARGE OF NO MORE THAN THE NORMAL ASSUMPTION FEE CHARGED BY LOCAL LENDERS. SAID REVIEW FEE IS REQUIRED IN ORDER TO ASSURE THE PROPERTY BEING TRANSFERRED IS IN CONFORMANCE WITH THE AFORESAID RECORDED RESTRICTIONS.

15. No owner of a lot or lots with legal ownership extending into the water shall hinder or obstruct any reasonable dredging activity and channel through his property which would reasonably benefit other waterfront lots within the subdivision. The undersigned, Church Point Associates, and its successors or assigns, shall have the authority to approve or disapprove, in advance, any dredging activity pursued by one or more lot owners.

16. Any sidewalk, driveway or similar paving for ingress/egress into or out of the lot necessitating removal of the curb and gutter shall be done in accordance with the instructions as set forth in Addendum A - Sawcut Requirements.

17. The guidelines for park dedications and recreation areas shall be set forth in detail under "Rules and Regulations" of Homeowners Association, wherein specific details pertain to waterfront area.

18. Each owner of a lot or lots shall in the subdivision of Church Point Farm shall automatically be a member of the subdivision's Homeowners Association and shall comply with such rules and pay such dues as are set by the Association. Membership in the Homeowners' Association is mandatory.

The Homeowners Association shall be responsible for the management and control of the common areas and all improvements or facilities thereon, and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

19. Enforcement of this declaration shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant contained herein, and such proceeding shall be to either restrain violation or to recover damages for a breach thereof. If no such proceedings be instituted within one hundred eighty (180) days of any such violation, then it shall be conclusively presumed in any legal proceedings that the violation or attempted violation has been waived by Church Point Associates, and all parties owning or having any interest in lots in the subdivision whether or not such parties have actual notice of said violation or attempted violation. The invalidation by any court of any provision herein contained shall not in any way affect any of the other provisions hereof but they shall remain in full force and effect.

20. The undersigned, Church Point Associates, and its successors, may assign

BK 3297PG 1792

to any other corporation, association, firm or person, and references within these Restrictions to successors, assigns, designees, etc., refer to the assignment by the undersigned, Church Point Associates, of all or part of its rights under these Restrictions.

IN WITNESS WHEREOF, Church Point Associates, has caused these presents to be executed on its behalf by its duly authorized partner, this 1st day of November, 1993.

CHURCH POINT ASSOCIATES, L.P.

By: [Signature]
Jahn Wallace Summs, Managing Partner

STATE OF VIRGINIA
CITY OF VIRGINIA BEACH, to-wit:

The foregoing instrument was acknowledged by Jahn Wallace Summs, Managing Partner of Church Point Associates, L.P., this 1st day of November, 1993.

[Signature]
Notary Public

My Commission Expires: 12-31-96

STATE OF VIRGINIA
CITY OF VIRGINIA BEACH, to-wit:

The foregoing instrument was acknowledged this _____ day of _____, 1993.

Notary Public

My Commission Expires:

RECORDED WITH
CERTIFICATE ANNEXED

93 NOV -9 PM 3: 09

CSR 1-802 TAXES PAID \$

RECEIVED MAR 11 1998

This Instrument Prepared by
And When Recorded Return to:
Willcox & Savage, P.C.
1800 NationsBank Center
One Commercial Place
Norfolk, Virginia 23510

**CLARIFICATION AND AMPLIFICATION OF
DECLARATION OF RESTRICTIONS APPLICABLE TO
CHURCH POINT FARM SECTION THREE A-3**

THIS CLARIFICATION AND AMPLIFICATION OF DECLARATION OF RESTRICTIONS (the "Agreement") is made and entered into as of this 30TH day of September, 1997, by CHURCH POINT ASSOCIATES, L.P., a Virginia limited partnership ("Declarant"), as grantor, and grantee for indexing purposes.

RECITALS:

R-1. By Declaration of Restrictions Applicable to Church Point Farm Section Three A-3 (the "Declaration"), dated September 29, 1993, and recorded in the Clerk's Office of the Circuit Court for the City of Virginia Beach, Virginia, in Deed Book 3297, at Page 1786, Declarant subjected the real property described in the Declaration to certain limitations, restrictions, conditions, and uses more particularly set forth in the Declaration.

R-2. Declarant is the owner in fee simple absolute of those certain lots or parcels of land subject to the Declaration commonly known and designated as Lot 127, which lot is more particularly described in the Declaration (the "Declarant Lot").

R-3. The Declaration, by its terms, does not apply to the Declarant Lot.

R-4. Notwithstanding that the Declaration does not apply to the Declarant Lot, Declarant desires to clarify that Declarant, its agents, employees and independent contractors have certain rights with respect to the Declarant Lot.

R-5. Declarant reserved unto itself under the Declaration the absolute right to waive, amend, modify, release, relinquish or terminate any restriction, covenant or condition contained in the Declaration and to enter into agreements with the owner of any lot or lots, including itself, without the consent of the owners of other lots, to waive the Declaration in its entirety or to deviate from the conditions, restrictions, limitations and agreements set forth in the Declaration.

AGREEMENT

NOW, THEREFORE, Declarant hereby covenants and declares on behalf of itself and its successors and assigns as follows:

1. Declarant Exempt. Declarant and the Declarant Lot is and shall remain exempt from the restrictions set forth in the Declaration as provided in the second sentence of the second paragraph on page 1 of the Declaration. To the extent not otherwise provided for in the Declaration, the term "grantor" as used in the Declaration shall be deemed to include Declarant, its agents, employees and independent contractors.

2. Reservation of Rights. Notwithstanding that the restrictions of the Declaration do not apply to Declarant, Declarant hereby affirmatively reserves for itself, its agents, employees and independent contractors, all rights which Declarant may deem necessary or desirable to develop and market for sale the Declarant Lot, including:

(a) The right to erect, build and construct on the Declarant Lot single-family dwelling homes and related improvements;

(b) The right to erect on the Declarant Lot any signs as Declarant may desire to advertise the availability for development or sale of the Declarant Lot and any improvements constructed or to be constructed thereon;

(c) The right to conduct all necessary or desirable activities related to the development and/or sale of the Declarant Lot or any part thereof, in any building or other structure placed or erected thereon; and

(d) The right to provide parking in front of, adjacent to or on the Declarant Lot for all private vehicles of Declarant, its agents, employees, and independent contractors.

3. Amendment to Declaration. To the extent that any of the provisions of Paragraph 1 and/or 2 above shall be deemed to constitute an amendment of the Declaration, then the Declaration shall be deemed to be amended by this Agreement.

4. Ratification. The terms, covenants and conditions of the Declaration, to the extent modified by this Agreement, are hereby ratified and reaffirmed and are, and shall continue to remain, in full force and effect.

5. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the undersigned has caused this Supplemental Declaration to be executed on its behalf by its duly authorized managing partner as of the day and year first above written.

DECLARANT:

CHURCH POINT ASSOCIATES, L.P.,
a Virginia limited partnership

By: [Signature] (SEAL)
Jahn Wallace Summs, Managing Partner

COMMONWEALTH OF VIRGINIA
CITY OF VIRGINIA BEACH, to-wit:

The foregoing instrument was acknowledged before me this 30TH day of September, 1997 by Jahn Wallace Summs, as Managing Partner of Church Point Associates, L.P., a Virginia limited partnership, on behalf of such partnership.

[Signature]
Notary Public

My commission expires: 5-30-01
[Affix Notarial Seal]

RECORDED WITH
CERTIFICATE ANNEXED

97 OCT 10 AM 8:49

\$58.1-802 TAXES PAID \$ _____
VIRGINIA BEACH, VA.

TESTE: [Signature]
CLERK, CIRCUIT COURT

CHURCH POINT HOMEOWNERS ASSOCIATION, INC.

LOTS 134, 135 AND 136, THE COMMONS

CHURCH POINT FARM

Declaration of Restrictions

DECLARATION OF RESTRICTIONS
APPLICABLE TO
CHURCH POINT FARM
SECTION THREE A-5

THIS DECLARATION OF RESTRICTIONS, Made and entered into this 29th day of September 1993, by the undersigned, owners in fee simple of the following described property, to-wit:

All those certain lots, pieces or parcels of land, with the buildings and improvements thereon and the appurtenances thereunto belonging, lying, situate and being in the City of Virginia Beach, Virginia, and being known, numbered and designated as Lots 134, 135 and 136, inclusive, as shown on that certain plat entitled "SUBDIVISION OF CHURCH POINT FARM, SECTION THREE A-5 BAYSIDE BOROUGH, VIRGINIA BEACH, VIRGINIA", dated September 9, 1993 made by Kellam - Gerwitz Engineering Inc., Engineers-Surveyors-Planners, Virginia Beach, Virginia, (the "Subdivision Plat"), which Subdivision Plat is recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Map Book 231, at Page 59 .

The undersigned do hereby declare and give notice that all lots and parcels, as above referenced are subject to the following limitations, restrictions, conditions and uses to which the lots, parcels, and constituting said subdivision may be put, hereby specifying that said declarations shall constitute covenants to run with the land, as provided by law, and shall be binding upon all parties and all persons claiming under and through the undersigned grantors. This declaration is put to record for the benefit of and to impose limitations upon all future owners of lots in said subdivision but said restrictions do not apply to the undersigned grantor. This Declaration of Restrictions has the express purpose of keeping said subdivision desirable as a residential community, and uniform in architectural design so as to be suitable for use as herein specified.

It is the intent of the undersigned to reserve unto Church Point Associates or its assigns, for a period not to exceed ten (10) years from the date hereof, the absolute right to waive, amend, modify, release, relinquish or terminate any restriction, covenant or condition contained herein or set forth on the plat or subdivision of "Church Point Farm" as above referenced.

For the purpose of insuring development of CHURCH POINT FARM as a residential community of superior standards, and subject to the foregoing, the following limitations, restrictions and conditions are imposed on the use of the lots, parcels, and park dedications set forth above.

1. Whether or not provision therefore is specifically stated in any sales contract or conveyance of record made by the undersigned, Church Point Associates, the owner or occupant of each and every lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall, fence, mailbox, swimming pool, boathouse, dock, bulkhead, aerial, antenna, dog house, tool shed or any other structure of any description whatsoever shall be placed upon said lot unless and until the plans and specifications therefor and a site plan locating said structure on the lot, have been approved in writing by the undersigned, its successors or assigns. All plans, specifications and site plans shall be submitted in duplicate, with one set to be retained by the undersigned, Church Point Associates, if approved, and shall include a floor plan drawn to scale, front elevation and a landscaping plan providing for a reasonable number of trees and shrubs in addition to any street trees or other landscaping designated by the Church Point Associates Master Landscaping Plan for the subdivision. Each such building, wall, fence, mailbox, swimming pool, boathouse, dock, bulkhead, aerial or other structure shall be placed on the premises only in accordance with the plans, specifications and siteplan so approved. Refusal of approval of plans and specifications by Church Point Associates, its successors and assigns, may be for any reason, including purely aesthetic grounds, which determination shall be in the sole and uncontrolled discretion of Church Point Associates, its successors and assigns.

No alteration in the exterior appearance of any structure shall be made without like approval. The undersigned, Church Point Associates, reserves the right to designate an individual, association or corporation to act for the Church Point Associates in the approval or rejection of such plans, to charge a reasonable fee for such review; and for the enforcement of these limitations, restrictions and conditions the said designee shall have all the power and authority as reserved to Church Point Associates for the administration, enforcement and implementation of these limitations, restrictions and conditions.

Should the undersigned, Church Point Associates, through its designee or otherwise, or its successors or assigns, fail to approve or disapprove the plans and specifications submitted to it by the owner of a lot or lots within thirty (30) days after receipt of a written request for such approval, said approval shall not be required, however, provided that no building or other structure shall be erected or be allowed to remain on any lot which violates any of the limitations, restrictions or conditions herein contained.

The undersigned, Church Point Associates, through its designee or otherwise, or its successors or assigns, shall have the right to inspect construction of any building while under construction to determine if the limitations, restrictions and conditions herein are being adhered to and shall have the right to stop any construction which does not conform to plans and specifications which have been submitted and approved as herein required.

2. No building shall be erected or allowed to remain on any numbered lot in the subdivision except one (1) single family dwelling house, for the use and occupancy of one (1) family and attendant domestic servants. All garages, porte cocheres,

storage areas, tool cabins, garden houses, et cetera, must be attached to said dwelling house and be constructed so as to constitute one (1) building only. Said dwelling house shall occupy a floor area of actually and fully enclosed building, excluding attached garage or porch or porte cochere, of not less than two thousand five hundred (2,500) square feet. No lot shall be resubdivided into building sites.

3. No sign of any kind shall be displayed to the public view on any lot except one (1) sign of not more than six (6) square feet advertising the property for sale or rent, or a sign used by a builder to advertise the property during the construction and sales period. All signs must be approved as provided in paragraph 1 set forth above.

4. Nothing shall be done on any lot which may be or become an annoyance or nuisance to the neighborhood. No horses, cattle, swine, goats, poultry or fowl, or any other animal not customarily a household pet shall be kept on any lot. No manufacturing, trade, business, commerce, industry, profession or other occupation whatsoever shall be conducted or carried on upon any lot or any part thereof, or in any building or other structure erected thereon. No trash shall be allowed to accumulate so as to be unsightly or to be a detriment to the area or a fire hazard. In the event that any owner or occupant shall fail or refuse to keep his premises free of weeds, underbrush, refuse or other unsightly growth or objects, the Church Point Associates, its successors or assigns, may enter upon said lands and remove the same at the expense of the owner.

The use of any carport, driveway or parking area which may be in front of, adjacent to, or a part of any lot in said subdivision as a habitual parking place for commercial vehicles is prohibited. The use of any driveway or parking area which may be in front of, adjacent to, or a part of any lot as a habitual parking place for boats or trailers of any kind is prohibited. The parkway (that area between the pavement and the lot line) of each lot shall not be used for the parking of private or commercial vehicles or boats or trailers. The term "commercial vehicles" shall include all motor vehicles and vehicular equipment which shall bear signs or shall have printed thereon reference to any commercial undertaking or enterprise, and all trucks.

No trailer, tent, shack, garage, barn or other outbuildings erected on any lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence; provided, however, this clause shall not be construed to prevent servants quarters being installed over an attached garage. No trailer having a height of five (5) feet or more shall be parked over twelve (12) hours in any one (1) week on any lot or driveway so as to be visible from the street.

5. All owners, family members and agents shall reduce noise levels from 2:00 p.m. Saturday until 8:00 a.m. Monday and on public holidays so that residents will not be disturbed by lawn mowing, sawing, etc. Unnecessary noises shall at all times be avoided.

6. No antenna or communication device shall be constructed on the exterior surface or roof of a home nor shall any satellite dishes be placed on the premises, without written permission of the undersigned, Church Point Associates, or its successors and assigns. No transmitting equipment or communication equipment shall be operated from the home that will in any manner interfere with standard electronic equipment, radio or television reception used in neighboring residences within the subdivision.

7. No driveway shall be constructed so as to interfere with the normal drainage of the street on which the lot fronts.

8. No lines or wires for communication or for the transmission of current or any other purposes shall be constructed, placed or permitted to be placed upon any lot unless the same shall be contained in underground conduits, and unless permission for installation of same has been specifically granted by the Church Point Associates to the party who intends to install same, through any duly recorded grant or easement.

9. Without limiting the authority of the undersigned, Church Point Associates, or its successors and assigns, to approve or disapprove plans and specifications for any reason in its sole uncontrolled discretion, including variances from the guidelines listed below, the following plan guidelines are set forth: Brick or other masonry, wood and stucco are the preferred exterior materials. Vinyl (or substitute) is not preferred. Exterior plans showing more than 20% vinyl (or substitute) shall receive careful scrutiny prior to approval. A color chart approved by the undersigned shall be used to select colors for exteriors. Earth tones are preferred. No cedar block or asbestos siding shall be allowed.

Rear-loading or side-loading garages are preferred rather than front-loading.

Crawl space foundations are preferred to slab. Wood crawl space vents are preferred.

Plumbing and roof stacks shall be in the rear of the house. Flashing, unless copper, around roof stacks, etc., shall be painted a similar color to the roof.

Mechanical equipment such as compressors, etc., shall have a privacy fence to exclude visibility from neighboring streets and properties.

Virginia Power telephone boxes, lead wires, etc., shall be painted the same color as the portion of the house to which they are attached.

No statues, monuments, bric-a-brac, or symbols, other than a house number and name of the resident, shall be displayed from that portion of the lot or home observable from the adjoining street or streets. A gas post lantern and/or sconce attached to the home and visible from the curb is required.

10. The undersigned, Church Point Associates, reserves for itself, its successors or assigns, a five (5) foot easement along the side and rear lines of each

numbered lot on the plat of subdivision, unless a greater width be shown on the plat of subdivision, for public utility and drainage purposes, and any other reasonable purpose, with the right to assign the same for such uses as deemed by it necessary for the development and service of said lots or adjoining lots.

11. Each owner of a lot or lots in the subdivision which is subject to the landscaping easement as shown on the subdivision plat and recorded covenants, covenants and agrees that no building, wall, fence, mailbox, swimming pool, boathouse, dock, bulkhead, aerial, antenna, dog house, tool shed or any other structure of any description whatsoever shall be placed upon said open space, and each owner shall be responsible for the maintenance of and removal of trash from such open space abutting his property, and for the maintenance and replacement of the grass, trees, hedges, plants, shrubs or other landscaping growing naturally thereon, or as designed by Church Point Associates, and to keep such landscaping in a neat and trim condition for aesthetic purposes and so as to prevent erosion. For the purpose of perpetuating the professionally designed Master Landscaping Plan, no landscaping designed by the undersigned, Church Point Associates, shall be removed or replaced with different species or sizes of such species, without the written consent of Church Point Associates, or its designee, successors or assigns. Should any owner of a lot subject to the said landscaping easement fail to maintain said landscaping as aforesaid, then the undersigned, Church Point Associates, or its designee, successors or assigns, or any other lot owner, or their respective heirs or assigns, shall have the right to maintain said landscaping so as to conform hereto and the expense of such maintenance shall be born by the defaulting lot owner.

Each owner of a lot or lots in the subdivision which is subject to street tree or shrub designation on the Master Landscaping Plan shall plant and maintain, including replacement with same species and size, such trees or shrubs as are specified in such Landscaping Plan.

12. The undersigned, Church Point Associates, its successors and assigns, shall have the non-exclusive right, but not the obligation, to enforce these Restrictions, and shall have no liability for any failure to enforce these Restrictions. The undersigned, Church Point Associates, its successors and assigns, hereby reserves the right to enter into agreements with the owner of any lot or lots, including itself, (without the consent of the owners of other lots in the subdivision) to waive in its entirety or to deviate from these conditions, restrictions, limitations and agreements set forth in this declaration; any such waiver or deviation shall be manifested by agreement in writing and shall not constitute a waiver of any such condition, restriction, limitation or agreement as to the remaining lots in said subdivision, and the same shall remain fully enforceable as to all other lots located in the said subdivision, by the undersigned, Church Point Associates, its successors and assigns, and by the owners of other lots except as against the lot where such deviation is permitted by such written agreement.

13. These covenants are to run with the land and shall be binding on all parties and all persons claiming under and through the grantors for a period of twenty-five (25) years from the date these covenants are recorded, after which time

said covenants shall be automatically extended for additional ten (10) year periods unless an instrument signed by a majority of the then fee simple owners of the lots has been recorded, wherein the said majority agrees to change said covenants in whole or in part.

14. A REVIEW FEE SHALL BE PAID TO THE UNDERSIGNED, CHURCH POINT ASSOCIATES, OR SUCCESSORS OR ASSIGNS OF THE UNDERSIGNED, UPON THE SALE OR TRANSFER OF THE PROPERTY. SAID REVIEW FEE SHALL HAVE A CHARGE OF NO MORE THAN THE NORMAL ASSUMPTION FEE CHARGED BY LOCAL LENDERS. SAID REVIEW FEE IS REQUIRED IN ORDER TO ASSURE THAT PROPERTY BEING TRANSFERRED IS IN CONFORMANCE WITH THE AFORESAID RECORDED RESTRICTIONS.

15. No owner of a lot or lots with legal ownership extending into the water shall hinder or obstruct any reasonable dredging activity and channel through his property which would reasonably benefit other waterfront lots within the subdivision. The undersigned, Church Point Associates, and its successors or assigns, shall have the authority to approve or disapprove, in advance, any dredging activity pursued by one or more lot owners.

16. Any sidewalk, driveway or similar paving for ingress/egress into or out from the lot necessitating removal of the curb and gutter shall be done in accordance with the instructions as set forth in Addendum A - Sawcut Requirements.

17. The guidelines for park dedications and recreation areas shall be set forth in detail under "Rules and Regulations" of Homeowners Association, wherein specific details pertain to waterfront area.

18. Each owner of a lot or lots shall in the subdivision of Church Point Farm, shall automatically be a member of the subdivision's Homeowners Association and shall comply with such rules and pay such dues as are set by the Association. Membership in the Homeowners' Association is mandatory.

The Homeowners Association shall be responsible for the management and control of the common areas and all improvements or facilities thereon, and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

19. Enforcement of this declaration shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant contained herein, and such proceeding shall be to either restrain violation or to recover damages for a breach thereof. If no such proceedings be instituted within one hundred eighty (180) days of any such violation, then it shall be conclusively presumed in any legal proceedings that the violation or attempted violation has been waived by Church Point Associates, and all parties owning or having any interest in lots in the subdivision whether or not such parties have actual notice of said violation or attempted violation. The invalidation by any court of any provision herein contained shall not in any way affect any of the other provisions hereof but they shall remain in full force and effect.

20. The undersigned, Church Point Associates, and its successors, may assign

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to any other corporation, association, firm or person, and references within these Restrictions to successors, assigns, designees, etc., refer to the assignment by the undersigned, Church Point Associates, of all or part of its rights under these Restrictions.

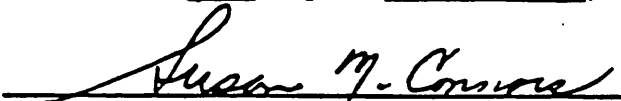
IN WITNESS WHEREOF, Church Point Associates, has caused these presents to be executed on its behalf by its duly authorized partner, this 12th day of November, 1993.

CHURCH POINT ASSOCIATES, L.P.

By: 
Jahn Wallace Summs, Managing Partner

STATE OF VIRGINIA
CITY OF VIRGINIA BEACH, to-wit:

The foregoing instrument was acknowledged by Jahn Wallace Summs, Managing Partner of Church Point Associates, L.P., this 12th day of November, 1993.


Notary Public

My Commission Expires: 12-31-96

STATE OF VIRGINIA
CITY OF VIRGINIA BEACH, to-wit:

The foregoing instrument was acknowledged this _____ day of _____, 1993.

Notary Public

My Commission Expires:

RECORDED WITH
CERTIFICATE ANNEXE

93 NOV -9 PH 3: 0

\$58.1-802 TAXES PAID \$_____
VIRGINIA BEACH, VA.

CHURCH POINT HOMEOWNERS ASSOCIATION, INC.

LOTS 147 THROUGH 164, 177 AND 178

CHURCH POINT FARM, SECTION THREE C-1

THE COMMONS

Declaration of Restrictions

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DECLARATION OF RESTRICTIONS
APPLICABLE TO
CHURCH POINT FARM
SECTION THREE C-1

SUBDIVISION OF LOTS 147 THROUGH 164, 177 and 178

THIS DECLARATION OF RESTRICTIONS, Made and entered into this 27th day of January, 1994, by the undersigned, owners in fee simple of the following described property, to-wit:

All those certain lots, pieces or parcels of land, with the buildings and improvements thereon and the appurtenances thereunto belonging, lying, situate and being in the City of Virginia Beach, Virginia, and being known, numbered and designated as Lot 147 through 164, 177 and 178 inclusive, as shown on that certain plat entitled "SUBDIVISION OF CHURCH POINT FARM, SECTION THREE C-1, BAYSIDE BOROUGH, VIRGINIA BEACH, VIRGINIA", dated December 21, 1993, made by Kellam-Gerwitz Engineering Inc., Engineering-Surveying-Planning, Virginia Beach, Virginia, (the "Subdivision Plat"), which Subdivision Plat is recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Map Book 233, at Pages 27 & 28.

The undersigned do hereby declare and give notice that all lots and parcels, as above referenced are subject to the following limitations, restrictions, conditions and uses to which the lots, parcels, and constituting said subdivision may be put, hereby specifying that said declarations shall constitute covenants to run with the land, as provided by law, and shall be binding upon all parties and all persons claiming under and through the undersigned grantors. This declaration is put to record for the benefit of and to impose limitations upon all future owners of lots in said subdivision but said restrictions do not apply to the undersigned grantor. This Declaration of Restrictions has the express purpose of keeping said subdivision desirable as a residential community, and uniform in architectural design so as to be suitable for use as herein specified.

It is the intent of the undersigned to reserve unto Church Point Associates or its assigns, for a period not to exceed ten (10) years from the date hereof, the absolute right to waive, amend, modify, release, relinquish or terminate any restriction, covenant or condition contained herein or set forth on the plat or subdivision of "Church Point Farm" as above referenced.

For the purpose of insuring development of CHURCH POINT FARM as a residential community of superior standards, and subject to the foregoing, the following limitations, restrictions and conditions are imposed on the use of the lots, parcels, and park dedications set forth above.

1. Whether or not provision therefore is specifically stated in any sales contract or conveyance of record made by the undersigned, Church Point Associates, the owner or occupant of each and every lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall, fence, mailbox, swimming pool, boathouse, dock, bulkhead, aerial, antenna, dog house, tool shed or any other structure of any description whatsoever shall be placed upon said lot unless and until the plans and specifications therefor and a site plan locating said structure on the lot, have been approved in writing by the undersigned, its successors or assigns. All plans, specifications and site plans shall be submitted in duplicate, with one set to be retained by the undersigned, Church Point Associates, if approved, and shall include a floor plan drawn to scale, front elevation and a landscaping plan providing for a reasonable number of trees and shrubs in addition to any street trees or other landscaping designated by the Church Point Associates Master Landscaping Plan for the subdivision. Each such building, wall, fence, mailbox, swimming pool, boathouse, dock, bulkhead, aerial or other structure shall be placed on the premises only in accordance with the plans, specifications and siteplan so approved. Refusal of approval of plans and specifications by Church Point Associates, its successors and assigns, may be for any reason, including purely aesthetic grounds, which determination shall be in the sole and uncontrolled discretion of Church Point Associates, its successors and assigns.

No alteration in the exterior appearance of any structure shall be made without like approval. The undersigned, Church Point Associates, reserves the right to designate an individual, association or corporation to act for the Church Point Associates in the approval or rejection of such plans, to charge a reasonable fee for such review: and for the enforcement of these limitations, restrictions and conditions the said designee shall have all the power and authority as reserved to Church Point Associates for the administration, enforcement and implementation of these limitations, restrictions and conditions.

Should the undersigned, Church Point Associates, through its designee or otherwise, or its successors or assigns, fail to approve or disapprove the plans and specifications submitted to it by the owner of a lot or lots within thirty (30) days after receipt of a written request for such approval, said approval shall not be required, however, provided that no building or other structure shall be erected or be allowed to remain on any lot which violates any of the

limitations, restrictions or conditions herein contained.

The undersigned, Church Point Associates, through its designee or otherwise, or its successors or assigns, shall have the right to inspect construction of any building while under construction to determine if the limitations, restrictions and conditions herein are being adhered to and shall have the right to stop any construction which does not conform to plans and specifications which have been submitted and approved as herein required.

2. No building shall be erected or allowed to remain on any numbered lot in the subdivision except one (1) single family dwelling house, for the use and occupancy of one (1) family and attendant domestic servants. All garages, porte cocheres, storage areas, tool cabins, garden houses, et cetera, must be attached to said dwelling house and be constructed so as to constitute one (1) building only. Said dwelling house shall occupy a floor area of actually and fully enclosed building, excluding attached garage or porch or porte cochere, of not less than three thousand one hundred (3,100) square feet. No lot shall be resubdivided into building sites.

3. No sign of any kind shall be displayed to the public view on any lot except one (1) sign of not more than six (6) square feet advertising the property for sale or rent, or a sign used by a builder to advertise the property during the construction and sales period. All signs must be approved as provided in paragraph 1 set forth above.

4. Nothing shall be done on any lot which may be or become an annoyance or nuisance to the neighborhood. No horses, cattle, swine, goats, poultry or fowl, or any other animal not customarily a household pet shall be kept on any lot. No manufacturing, trade, business, commerce, industry, profession or other occupation whatsoever shall be conducted or carried on upon any lot or any part thereof, or in any building or other structure erected thereon. No trash shall be allowed to accumulate so as to be unsightly or to be a detriment to the area or a fire hazard. In the event that any owner or occupant shall fail or refuse to keep his premises free of weeds, underbrush, refuse or other unsightly growth or objects, the Church Point Associates, its successors or assigns, may enter upon said lands and remove the same at the expense of the owner.

The use of any carport, driveway or parking area which may be in front of, adjacent to, or a part of any lot in said subdivision as a habitual parking place for commercial vehicles is prohibited. The use of any driveway or parking area which may be in front of, adjacent to, or a part of any lot as a habitual parking place for boats or trailers of any kind is prohibited. The parkway (that area between the pavement and the lot line) of each lot shall not be used for the parking of

private or commercial vehicles or boats or trailers. The term "commercial vehicles" shall include all motor vehicles and vehicular equipment which shall bear signs or shall have printed thereon reference to any commercial undertaking or enterprise, and all trucks.

No trailer, tent, shack, garage, barn or other outbuildings erected on any lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence; provided, however, this clause shall not be construed to prevent servants quarters being installed over an attached garage. No trailer having a height of five (5) feet or more shall be parked over twelve (12) hours in any one (1) week on any lot or driveway so as to be visible from the street.

5. All owners, family members and agents shall reduce noise levels from 2:00 p.m. Saturday until 8:00 a.m. Monday and on public holidays so that residents will not be disturbed by lawn mowing, sawing, etc. Unnecessary noises shall at all times be avoided.

6. No antenna or communication device shall be constructed on the exterior surface or roof of a home nor shall any satellite dishes be placed on the premises, without written permission of the undersigned, Church Point Associates, or its successors and assigns. No transmitting equipment or communication equipment shall be operated from the home that will in any manner interfere with standard electronic equipment, radio or television reception used in neighboring residences within the subdivision.

7. No driveway shall be constructed so as to interfere with the normal drainage of the street on which the lot fronts.

8. No lines or wires for communication or for the transmission of current or any other purposes shall be constructed, placed or permitted to be placed upon any lot unless the same shall be contained in underground conduits, and unless permission for installation of same has been specifically granted by the Church Point Associates to the party who intends to install same, through any duly recorded grant or easement.

9. Without limiting the authority of the undersigned, Church Point Associates, or its successors and assigns, to approve or disapprove plans and specifications for any reason in its sole uncontrolled discretion, including variances from the guidelines listed below, the following plan guidelines are set forth: Brick or other masonry, wood and stucco are the preferred exterior materials. Vinyl (or substitute) is not preferred. Exterior plans showing more than 20% vinyl (or substitute) shall receive careful scrutiny prior to approval. A color chart approved by the undersigned shall be used to select

colors for exteriors. Earth tones are preferred. No cinder block or asbestos siding shall be allowed.

Rear-loading or side-loading garages are preferred rather than front-loading.

Crawl space foundations are preferred to slab. Wood crawl space vents are preferred.

Plumbing and roof stacks shall be in the rear of the house. Flashing, unless copper, around roof stacks, etc., shall be painted a similar color to the roof.

Mechanical equipment such as compressors, etc., shall have a privacy fence to exclude visibility from neighboring streets and properties.

Virginia Power telephone boxes, lead wires, etc., shall be painted the same color as the portion of the house to which they are attached.

No statues, monuments, bric-a-brac, or symbols, other than a house number and name of the resident, shall be displayed from that portion of the lot or home observable from the adjoining street or streets. A gas post lantern and/or sconce attached to the home and visible from the curb is required.

10. The undersigned, Church Point Associates, reserves for itself, its successors or assigns, a five (5) foot easement along the side and rear lines of each numbered lot on the plat of subdivision, unless a greater width be shown on the plat of subdivision, for public utility and drainage purposes, and any other reasonable purpose, with the right to assign the same for such uses as deemed by it necessary for the development and service of said lots or adjoining lots.

11. Each owner of a lot or lots in the subdivision which is subject to the landscaping easement as shown on the subdivision plat and recorded covenants, covenants and agrees that no building, wall, fence, mailbox, swimming pool, boathouse, dock, bulkhead, aerial, antenna, dog house, tool shed or any other structure of any description whatsoever shall be placed upon said open space, and each owner shall be responsible for the maintenance of and removal of trash from such open space abutting his property, and for the maintenance and replacement of the grass, trees, hedges, plants, shrubs or other landscaping growing naturally thereon, or as designed by Church Point Associates, and to keep such landscaping in a neat and trim condition for aesthetic purposes and so as to prevent erosion. For the purpose of perpetuating the professionally designed Master Landscaping Plan, no landscaping designed by the undersigned, Church Point Associates, shall

be removed or replaced with different species or sizes of such species, without the written consent of Church Point Associates, or its designee, successors or assigns. Should any owner of a lot subject to the said landscaping easement fail to maintain said landscaping as aforesaid, then the undersigned, Church Point Associates, or its designee, successors or assigns, or any other lot owner, or their respective heirs or assigns, shall have the right to maintain said landscaping so as to conform hereto and the expense of such maintenance shall be born by the defaulting lot owner.

Each owner of a lot or lots in the subdivision which is subject to street tree or shrub designation on the Master Landscaping Plan shall plant and maintain, including replacement with same species and size, such trees or shrubs as are specified in such Landscaping Plan.

12. The undersigned, Church Point Associates, its successors and assigns, shall have the non-exclusive right, but not the obligation, to enforce these Restrictions, and shall have no liability for any failure to enforce these Restrictions. The undersigned, Church Point Associates, its successors and assigns, hereby reserves the right to enter into agreements with the owner of any lot or lots, including itself, (without the consent of the owners of other lots in the subdivision) to waive in its entirety or to deviate from these conditions, restrictions, limitations and agreements set forth in this declaration; any such waiver or deviation shall be manifested by agreement in writing and shall not constitute a waiver of any such condition, restriction, limitation or agreement as to the remaining lots in said subdivision, and the same shall remain fully enforceable as to all other lots located in the said subdivision, by the undersigned, Church Point Associates, its successors and assigns, and by the owners of other lots except as against the lot where such deviation is permitted by such written agreement.

13. These covenants are to run with the land and shall be binding on all parties and all persons claiming under and through the grantors for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for additional ten (10) year periods unless an instrument signed by a majority of the then fee simple owners of the lots has been recorded, wherein the said majority agrees to change said covenants in whole or in part.

14. A REVIEW FEE SHALL BE PAID TO THE UNDERSIGNED, CHURCH POINT ASSOCIATES, OR SUCCESSORS OR ASSIGNS OF THE UNDERSIGNED, UPON THE SALE OR TRANSFER OF THE PROPERTY. SAID REVIEW FEE SHALL HAVE A CHARGE OF NO MORE THAN THE NORMAL ASSUMPTION FEE CHARGED BY LOCAL LENDERS. SAID REVIEW FEE IS REQUIRED IN ORDER TO ASSURE THAT PROPERTY BEING TRANSFERRED IS IN CONFORMANCE WITH THE AFORESAID RECORDED RESTRICTIONS.

15. No owner of a lot or lots with legal ownership extending into the water shall hinder or obstruct any reasonable dredging activity and channel through his property which would reasonably benefit other waterfront lots within the subdivision. The undersigned, Church Point Associates, and its successors or assigns, shall have the authority to approve or disapprove, in advance, any dredging activity pursued by one or more lot owners.

16. Any sidewalk, driveway or similar paving for ingress/egress into or out from the lot necessitating removal of the curb and gutter shall be done in accordance with the instructions as set forth in Addendum A - Sawcut Requirements.

17. The guidelines for park dedications and recreation areas shall be set forth in detail under "Rules and Regulations" of Homeowners Association, wherein specific details pertain to waterfront area.

18. Each owner of a lot or lots shall in the subdivision of Church Point Farm, shall automatically be a member of the subdivision's Homeowners Association and shall comply with such rules and pay such dues as are set by the Association. Membership in the Homeowners' Association is mandatory.

The Homeowners Association shall be responsible for the management and control of the common areas and all improvements or facilities thereon, and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

19. Enforcement of this declaration shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant contained herein, and such proceeding shall be to either restrain violation or to recover damages for a breach thereof. If no such proceedings be instituted within one hundred eighty (180) days of any such violation, then it shall be conclusively presumed in any legal proceedings that the violation or attempted violation has been waived by Church Point Associates, and all parties owning or having any interest in lots in the subdivision whether or not such parties have actual notice of said violation or attempted violation. The invalidation by any court of any provision herein contained shall not in any way affect any of the other provisions hereof but they shall remain in full force and effect.

20. The undersigned, Church Point Associates, and its successors, may assign to any other corporation, association, firm or person, and references within these Restrictions to successors, assigns, designees, etc., refer to the assignment by the undersigned, Church Point Associates, of all or part of its rights under these Restrictions.

BK3347PG0233

BK9953PG1896

IN WITNESS WHEREOF, Church Point Associates, has caused these presents to be executed on its behalf by its duly authorized partner, this 24th day of FEBRUARY 1994.

CHURCH POINT ASSOCIATES

By: Jahn Wallace Summs, Managing Partner

STATE OF VIRGINIA
CITY OF VIRGINIA BEACH, to-wit:

The foregoing instrument was acknowledged by Jahn Wallace Summs, Managing Partner of Church Point Associates, this 24th day of ~~January~~ FEBRUARY, 1994.

Jane H. Hoyle
Notary Public

My Commission Expires: 5-30-97

RECORDED WITH
CERTIFICATE ANNEXED

94 FEB 28 AM 10: 28

\$581-802 TAXES PAID \$
VIRGINIA BEACH, VA

TESTE: Jane H. Hoyle
CLERK, CIRCUIT COURT

RECORDED WITH
CERTIFICATE ANNEXED

94 FEB -9 PM 4: 27

\$581-802 TAXES PAID \$
VIRGINIA BEACH, VA

TESTE: Jane H. Hoyle
CLERK, CIRCUIT COURT

This Instrument Prepared by
And When Recorded Return to:
Willcox & Savage, P.C.
1800 NationsBank Center
One Commercial Place
Norfolk, Virginia 23510

RECEIVED MAR 11 1998

**CLARIFICATION AND AMPLIFICATION OF
DECLARATION OF RESTRICTIONS APPLICABLE TO
CHURCH POINT FARM SECTION THREE C-1
SUBDIVISION OF LOTS 147 THROUGH 164, 177 AND 178**

THIS CLARIFICATION AND AMPLIFICATION OF DECLARATION OF RESTRICTIONS (the "Agreement") is made and entered into as of this 30TH day of September, 1997, by CHURCH POINT ASSOCIATES, L.P., a Virginia limited partnership ("Declarant"), as grantor, and grantee for indexing purposes.

RECITALS:

R-1. By Declaration of Restrictions Applicable to Church Point Farm Section Three C-1 Subdivision of Lots 147 through 164, 177 and 178 (the "Declaration"), dated January 27, 1994, and recorded in the Clerk's Office of the Circuit Court for the City of Virginia Beach, Virginia, in Deed Book 3353, at Page 1889, Declarant subjected the real property described in the Declaration to certain limitations, restrictions, conditions, and uses more particularly set forth in the Declaration.

R-2. Declarant is the owner in fee simple absolute of that certain lot or parcel of land subject to the Declaration commonly known and designated as Lot 178, which lot is more particularly described in the Declaration (the "Declarant Lot").

R-3. The Declaration, by its terms, does not apply to the Declarant Lot.

R-4. Notwithstanding that the Declaration does not apply to the Declarant Lot, Declarant desires to clarify that Declarant, its agents, employees and independent contractors have certain rights with respect to the Declarant Lot.

R-5. Declarant reserved unto itself under the Declaration the absolute right to waive, amend, modify, release, relinquish or terminate any restriction, covenant or condition contained in the Declaration and to enter into agreements with the owner of any lot or lots, including itself,

without the consent of the owners of other lots, to waive the Declaration in its entirety or to deviate from the conditions, restrictions, limitations and agreements set forth in the Declaration.

AGREEMENT

NOW, THEREFORE, Declarant hereby covenants and declares on behalf of itself and its successors and assigns as follows:

1. Declarant Exempt. Declarant and the Declarant Lot is and shall remain exempt from the restrictions set forth in the Declaration as provided in the second sentence of the second paragraph on page 1 of the Declaration. To the extent not otherwise provided for in the Declaration, the term "grantor" as used in the Declaration shall be deemed to include Declarant, its agents, employees and independent contractors.

2. Reservation of Rights. Notwithstanding that the restrictions of the Declaration do not apply to Declarant, Declarant hereby affirmatively reserves for itself, its agents, employees and independent contractors, all rights which Declarant may deem necessary or desirable to develop and market for sale the Declarant Lot, including:

(a) The right to erect, build and construct on the Declarant Lot single-family dwelling homes and related improvements;

(b) The right to erect on the Declarant Lot any signs as Declarant may desire to advertise the availability for development or sale of the Declarant Lot and any improvements constructed or to be constructed thereon;

(c) The right to conduct all necessary or desirable activities related to the development and/or sale of the Declarant Lot or any part thereof, in any building or other structure placed or erected thereon; and

(d) The right to provide parking in front of, adjacent to or on the Declarant Lot for all private vehicles of Declarant, its agents, employees, and independent contractors.

3. Amendment to Declaration. To the extent that any of the provisions of Paragraph 1 and/or 2 above shall be deemed to constitute an amendment of the Declaration, then the Declaration shall be deemed to be amended by this Agreement.

4. Ratification. The terms, covenants and conditions of the Declaration, to the extent modified by this Agreement, are hereby ratified and reaffirmed and are, and shall continue to remain, in full force and effect.

5. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the undersigned has caused this Supplemental Declaration to be executed on its behalf by its duly authorized managing partner as of the day and year first above written.

DECLARANT:

CHURCH POINT ASSOCIATES, L.P.,
a Virginia limited partnership

By: [Signature] (SEAL)
Jahn Wallace Summs, Managing Partner

COMMONWEALTH OF VIRGINIA
CITY OF VIRGINIA BEACH, to-wit:

The foregoing instrument was acknowledged before me this 30TH day of September, 1997 by Jahn Wallace Summs, as Managing Partner of Church Point Associates, L.P., a Virginia limited partnership, on behalf of such partnership.

[Signature]
Notary Public

My commission expires: 5-30-01
[Affix Notarial Seal]

RECORDED WITH
CERTIFICATE ANNEXED

97 OCT 10 AM 8:49

\$58.1-802 TAXES PAID \$ _____
VIRGINIA BEACH, VA.

TESTE: [Signature]
CLERK, CIRCUIT COURT

CHURCH POINT HOMEOWNERS ASSOCIATION, INC.

LOTS 179 THROUGH 193, THE COMMONS

Declaration of Restrictions

**DECLARATION OF RESTRICTIONS
APPLICABLE TO
CHURCH POINT FARM
SECTION THREE C-4**

THIS DECLARATION OF RESTRICTIONS, Made and entered into this 8th day of June, 1994 by the undersigned, owners in fee simple of the following described property, to-wit:

All those certain lots, pieces or parcels of land, with the buildings and improvements thereon and the appurtenances thereunto belonging, lying, situate and being in the City of Virginia Beach, Virginia, and being known, numbered and designated as Lots 179 through 193 inclusive, as shown on that certain plat entitled "SUBDIVISION OF CHURCH POINT FARM, SECTION THREE C-4 BAYSIDE BOROUGH, VIRGINIA BEACH, VIRGINIA", dated March 31, 1994, made by Kellam - Gerwitz Engineering Inc., Engineers-Surveyors-Planners, Virginia Beach, Virginia, (the "Subdivision Plat"), which Subdivision Plat is recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Map Book 239, at Page 29-30.

The undersigned do hereby declare and give notice that all lots and parcels, as above referenced are subject to the following limitations, restrictions, conditions and uses to which the lots, parcels, and constituting said subdivision may be put, hereby specifying that said declarations shall constitute covenants to run with the land, as provided by law, and shall be binding upon all parties and all persons claiming under and through the undersigned grantors. This declaration is put to record for the benefit of and to impose limitations upon all future owners of lots in said subdivision but said restrictions do not apply to the undersigned grantor. This Declaration of Restrictions has the express purpose of keeping said subdivision desirable as a residential community, and uniform in architectural design so as to be suitable for use as herein specified.

It is the intent of the undersigned to reserve unto Church Point Associates or its assigns, for a period not to exceed ten (10) years from the date hereof, the absolute right to waive, amend, modify, release, relinquish or terminate any restriction, covenant or condition contained herein or set forth on the plat or subdivision of "Church Point Farm" as above referenced.

For the purpose of insuring development of CHURCH POINT FARM as a residential community of superior standards, and subject to the foregoing, the following limitations, restrictions and conditions are imposed on the use of the lots, parcels, and park dedications set forth above.

1. Whether or not provision therefore is specifically stated in any sales contract or conveyance of record made by the undersigned, Church Point Associates, the owner or occupant of each and every lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall, fence, mailbox, swimming pool, boathouse, dock, bulkhead, aerial, antenna, dog house, tool shed or any other structure of any description whatsoever shall be placed upon said lot unless and until the plans and specifications therefor and a site plan locating said structure on the lot, have been approved in writing by the undersigned, its

successors or assigns. All plans, specifications and site plans shall be submitted in duplicate, with one set to be retained by the undersigned, Church Point Associates, if approved, and shall include a floor plan drawn to scale, front elevation and a landscaping plan providing for a reasonable number of trees and shrubs in addition to any street trees or other landscaping designated by the Church Point Associates Master Landscaping Plan for the subdivision. Each such building, wall, fence, mailbox, swimming pool, boathouse, dock, bulkhead, aerial or other structure shall be placed on the premises only in accordance with the plans, specifications and siteplan so approved. Refusal of approval of plans and specifications by Church Point Associates, its successors and assigns, may be for any reason, including purely aesthetic grounds, which determination shall be in the sole and uncontrolled discretion of Church Point Associates, its successors and assigns.

No alteration in the exterior appearance of any structure shall be made without like approval. The undersigned, Church Point Associates, reserves the right to designate an individual, association or corporation to act for the Church Point Associates in the approval or rejection of such plans, to charge a reasonable fee for such review; and for the enforcement of these limitations, restrictions and conditions the said designee shall have all the power and authority as reserved to Church Point Associates for the administration, enforcement and implementation of these limitations, restrictions and conditions.

Should the undersigned, Church Point Associates, through its designee or otherwise, or its successors or assigns, fail to approve or disapprove the plans and specifications submitted to it by the owner of a lot or lots within thirty (30) days after receipt of a written request for such approval, said approval shall not be required, however, provided that no building or other structure shall be erected or be allowed to remain on any lot which violates any of the limitations, restrictions or conditions herein contained.

The undersigned, Church Point Associates, through its designee or otherwise, or its successors or assigns, shall have the right to inspect construction of any building while under construction to determine if the limitations, restrictions and conditions herein are being adhered to and shall have the right to stop any construction which does not conform to plans and specifications which have been submitted and approved as herein required.

2. No building shall be erected or allowed to remain on any numbered lot in the subdivision except one (1) single family dwelling house, for the use and occupancy of one (1) family and attendant domestic servants. All garages, porte cocheres, storage areas, tool cabins, garden houses, et cetera, must be attached to said dwelling house and be constructed so as to constitute one (1) building only. Said dwelling house shall occupy a floor area of actually and fully enclosed building, excluding attached garage or porch or porte cochere, of not less than two thousand five hundred (2,500) square feet. No lot shall be resubdivided into building sites.

3. No sign of any kind shall be displayed to the public view on any lot except one (1) sign of not more than six (6) square feet advertising the property for sale or rent, or a sign used by a builder to advertise the property during the construction and sales period. All signs must be approved as provided in paragraph 1 set forth above.

4. Nothing shall be done on any lot which may be or become an annoyance or nuisance to the neighborhood. No horses, cattle, swine, goats, poultry or fowl, or any other animal not customarily a household pet shall be kept on any lot. No manufacturing, trade, business, commerce, industry, profession or other occupation whatsoever shall be conducted or carried on upon any lot or any part thereof, or in

any building or other structure erected thereon. No trash shall be allowed to accumulate so as to be unsightly or to be a detriment to the area or a fire hazard. In the event that any owner or occupant shall fail or refuse to keep his premises free of weeds, underbrush, refuse or other unsightly growth or objects, the Church Point Associates, its successors or assigns, may enter upon said lands and remove the same at the expense of the owner.

The use of any carport, driveway or parking area which may be in front of, adjacent to, or a part of any lot in said subdivision as a habitual parking place for commercial vehicles is prohibited. The use of any driveway or parking area which may be in front of, adjacent to, or a part of any lot as a habitual parking place for boats or trailers of any kind is prohibited. The parkway (that area between the pavement and the lot line) of each lot shall not be used for the parking of private or commercial vehicles or boats or trailers. The term "commercial vehicles" shall include all motor vehicles and vehicular equipment which shall bear signs or shall have printed thereon reference to any commercial undertaking or enterprise, and all trucks.

No trailer, tent, shack, garage, barn or other outbuildings erected on any lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence; provided, however, this clause shall not be construed to prevent servants quarters being installed over an attached garage. No trailer having a height of five (5) feet or more shall be parked over twelve (12) hours in any one (1) week on any lot or driveway so as to be visible from the street.

5. All owners, family members and agents shall reduce noise levels from 2:00 p.m. Saturday until 8:00 a.m. Monday and on public holidays so that residents will not be disturbed by lawn mowing, sawing, etc. Unnecessary noises shall at all times be avoided.

6. No antenna or communication device shall be constructed on the exterior surface or roof of a home nor shall any satellite dishes be placed on the premises, without written permission of the undersigned, Church Point Associates, or its successors and assigns. No transmitting equipment or communication equipment shall be operated from the home that will in any manner interfere with standard electronic equipment, radio or television reception used in neighboring residences within the subdivision.

7. No driveway shall be constructed so as to interfere with the normal drainage of the street on which the lot fronts.

8. No lines or wires for communication or for the transmission of current or any other purposes shall be constructed, placed or permitted to be placed upon any lot unless the same shall be contained in underground conduits, and unless permission for installation of same has been specifically granted by the Church Point Associates to the party who intends to install same, through any duly recorded grant or easement.

9. Without limiting the authority of the undersigned, Church Point Associates, or its successors and assigns, to approve or disapprove plans and specifications for any reason in its sole uncontrolled discretion, including variances from the guidelines listed below, the following plan guidelines are set forth: Brick or other masonry, wood and stucco are the preferred exterior materials. Vinyl (or substitute) is not preferred. Exterior plans showing more than 20% vinyl (or substitute) shall receive careful scrutiny prior to approval. A color chart approved by the undersigned shall be used to select colors for exteriors. Earth tones are preferred. No cinder block or asbestos siding shall be allowed.

Rear-loading or side-loading garages are preferred rather than front-loading.

Crawl space foundations are preferred to slab. Wood crawl space vents are preferred.

Plumbing and roof stacks shall be in the rear of the house. Flashing, unless copper, around roof stacks, etc., shall be painted a similar color to the roof.

Mechanical equipment such as compressors, etc., shall have a privacy fence to exclude visibility from neighboring streets and properties.

Virginia Power telephone boxes, lead wires, etc., shall be painted the same color as the portion of the house to which they are attached.

No statues, monuments, bric-a-brac, or symbols, other than a house number and name of the resident, shall be displayed from that portion of the lot or home observable from the adjoining street or streets. A gas post lantern and/or sconce attached to the home and visible from the curb is required.

10. The undersigned, Church Point Associates, reserves for itself, its successors or assigns, a five (5) foot easement along the side and rear lines of each numbered lot on the plat of subdivision, unless a greater width be shown on the plat of subdivision, for public utility and drainage purposes, and any other reasonable purpose, with the right to assign the same for such uses as deemed by it necessary for the development and service of said lots or adjoining lots.

11. Each owner of a lot or lots in the subdivision which is subject to the landscaping easement as shown on the subdivision plat and recorded covenants, covenants and agrees that no building, wall, fence, mailbox, swimming pool, boathouse, dock, bulkhead, aerial, antenna, dog house, tool shed or any other structure of any description whatsoever shall be placed upon said open space, and each owner shall be responsible for the maintenance of and removal of trash from such open space abutting his property, and for the maintenance and replacement of the grass, trees, hedges, plants, shrubs or other landscaping growing naturally thereon, or as designed by Church Point Associates, and to keep such landscaping in a neat and trim condition for aesthetic purposes and so as to prevent erosion. For the purpose of perpetuating the professionally designed Master Landscaping Plan, no landscaping designed by the undersigned, Church Point Associates, shall be removed or replaced with different species or sizes of such species, without the written consent of Church Point Associates, or its designee, successors or assigns. Should any owner of a lot subject to the said landscaping easement fail to maintain said landscaping as aforesaid, then the undersigned, Church Point Associates, or its designee, successors or assigns, or any other lot owner, or their respective heirs or assigns, shall have the right to maintain said landscaping so as to conform hereto and the expense of such maintenance shall be born by the defaulting lot owner.

Each owner of a lot or lots in the subdivision which is subject to street tree or shrub designation on the Master Landscaping Plan shall plant and maintain, including replacement with same species and size, such trees or shrubs as are specified in such Landscaping Plan.

12. The undersigned, Church Point Associates, its successors and assigns, shall have the non-exclusive right, but not the obligation, to enforce these Restrictions, and shall have no liability for any failure to enforce these Restrictions. The undersigned, Church Point Associates, its successors and assigns, hereby reserves the right to enter into agreements with the owner of any lot or lots, including itself, (without the consent of the owners of other lots in the subdivision) to waive in its

entirety or to deviate from these conditions, restrictions, limitations and agreements set forth in this declaration; any such waiver or deviation shall be manifested by agreement in writing and shall not constitute a waiver of any such condition, restriction, limitation or agreement as to the remaining lots in said subdivision, and the same shall remain fully enforceable as to all other lots located in the said subdivision, by the undersigned, Church Point Associates, its successors and assigns, and by the owners of other lots except as against the lot where such deviation is permitted by such written agreement.

13. These covenants are to run with the land and shall be binding on all parties and all persons claiming under and through the grantors for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for additional ten (10) year periods unless an instrument signed by a majority of the then fee simple owners of the lots has been recorded, wherein the said majority agrees to change said covenants in whole or in part.

14. A REVIEW FEE SHALL BE PAID TO THE UNDERSIGNED, CHURCH POINT ASSOCIATES, OR SUCCESSORS OR ASSIGNS OF THE UNDERSIGNED, UPON THE SALE OR TRANSFER OF THE PROPERTY. SAID REVIEW FEE SHALL HAVE A CHARGE OF NO MORE THAN THE NORMAL ASSUMPTION FEE CHARGED BY LOCAL LENDERS. SAID REVIEW FEE IS REQUIRED IN ORDER TO ASSURE THAT PROPERTY BEING TRANSFERRED IS IN CONFORMANCE WITH THE AFORESAID RECORDED RESTRICTIONS.

15. No owner of a lot or lots with legal ownership extending into the water shall hinder or obstruct any reasonable dredging activity and channel through his property which would reasonably benefit other waterfront lots within the subdivision. The undersigned, Church Point Associates, and its successors or assigns, shall have the authority to approve or disapprove, in advance, any dredging activity pursued by one or more lot owners.

16. Any sidewalk, driveway or similar paving for ingress/egress into or out from the lot necessitating removal of the curb and gutter shall be done in accordance with the instructions as set forth in Addendum A - Sawcut Requirements.

17. The guidelines for park dedications and recreation areas shall be set forth in detail under "Rules and Regulations" of Homeowners Association, wherein specific details pertain to waterfront area.

18. Each owner of a lot or lots shall in the subdivision of Church Point Farm, shall automatically be a member of the subdivision's Homeowners Association and shall comply with such rules and pay such dues as are set by the Association. Membership in the Homeowners' Association is mandatory.

The Homeowners Association shall be responsible for the management and control of the common areas and all improvements or facilities thereon, and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

19. Enforcement of this declaration shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant contained herein, and such proceeding shall be to either restrain violation or to recover damages for a breach thereof. If no such proceedings be instituted within one hundred eighty (180) days of any such violation, then it shall be conclusively presumed in any legal proceedings that the violation or attempted violation has been waived by Church Point Associates, and all parties owning or having any interest in lots in the subdivision whether or not such parties have actual notice of said violation or attempted violation. The invalidation by any court of any provision herein contained shall not in any way affect any of the other provisions hereof but

they shall remain in full force and effect.

20. The undersigned, Church Point Associates, and its successors, may assign to any other corporation, association, firm or person, and references within these Restrictions to successors, assigns, designees, etc., refer to the assignment by the undersigned, Church Point Associates, of all or part of its rights under these Restrictions.

IN WITNESS WHEREOF, Church Point Associates, has caused these presents to be executed on its behalf by its duly authorized partner, this 12th day of NOVEMBER, 1994.

CHURCH POINT ASSOCIATES, L.P.

By: Jahn Wallace Summs, Managing Partner

STATE OF VIRGINIA
CITY OF VIRGINIA BEACH, to-wit:

The foregoing instrument was acknowledged by Jahn Wallace Summs, Managing Partner of Church Point Associates, L.P., this 12th day of NOVEMBER, 1994.

My Commission Expires: 5-30-97

[Signature]
Notary Public

STATE OF VIRGINIA
CITY OF VIRGINIA BEACH, to-wit:

The foregoing instrument was acknowledged this _____ day of _____, 1994.

My Commission Expires:

Notary Public

RECORDED WITH
CERTIFICATE ANNEX

94 DEC 14 PM 3: 0

§58.1-202 TAXES F.A.C. § _____
VIRGINIA BEACH, VA.

TEXT: 0011

0026719

BK 3797PG 1764

This Instrument Prepared by
And When Recorded Return to:
Willcox & Savage, P.C.
1800 NationsBank Center
One Commercial Place
Norfolk, Virginia 23510

RECEIVED MAR 11 1998

**CLARIFICATION AND AMPLIFICATION OF
DECLARATION OF RESTRICTIONS APPLICABLE TO
CHURCH POINT FARM SECTION THREE C-4**

THIS CLARIFICATION AND AMPLIFICATION OF DECLARATION OF RESTRICTIONS (the "Agreement") is made and entered into as of this 30TH day of September, 1997, by CHURCH POINT ASSOCIATES, L.P., a Virginia limited partnership ("Declarant"), as grantor, and grantee for indexing purposes.

RECITALS:

R-1. By Declaration of Restrictions Applicable to Church Point Farm Section Three C-4 (the "Declaration"), dated June 8, 1994, and recorded in the Clerk's Office of the Circuit Court for the City of Virginia Beach, Virginia, in Deed Book 3460, at Page 128, Declarant subjected the real property described in the Declaration to certain limitations, restrictions, conditions, and uses more particularly set forth in the Declaration.

R-2. Declarant is the owner in fee simple absolute of those certain lots or parcels of land subject to the Declaration commonly known and designated as Lots 179 through 184, 186 through 189, 191 and 192, inclusive, which lots are more particularly described in the Declaration (the "Declarant Lots").

R-3. The Declaration, by its terms, does not apply to the Declarant Lots.

R-4. Notwithstanding that the Declaration does not apply to the Declarant Lots, Declarant desires to clarify that Declarant, its agents, employees and independent contractors have certain rights with respect to the Declarant Lots.

R-5. Declarant reserved unto itself under the Declaration the absolute right to waive, amend, modify, release, relinquish or terminate any restriction, covenant or condition contained in the Declaration and to enter into agreements with the owner of any lot or lots, including itself,

without the consent of the owners of other lots, to waive the Declaration in its entirety or to deviate from the conditions, restrictions, limitations and agreements set forth in the Declaration.

AGREEMENT

NOW, THEREFORE, Declarant hereby covenants and declares on behalf of itself and its successors and assigns as follows:

1. Declarant Exempt. Declarant and the Declarant Lots are and shall remain exempt from the restrictions set forth in the Declaration as provided in the second sentence of the second paragraph on page 1 of the Declaration. To the extent not otherwise provided for in the Declaration, the term "grantor" as used in the Declaration shall be deemed to include Declarant, its agents, employees and independent contractors.

2. Reservation of Rights. Notwithstanding that the restrictions of the Declaration do not apply to Declarant, Declarant hereby affirmatively reserves for itself, its agents, employees and independent contractors, all rights which Declarant may deem necessary or desirable to develop and market for sale the Declarant Lots, including:

(a) The right to erect, build and construct on the Declarant Lots single-family dwelling homes and related improvements;

(b) The right to erect on the Declarant Lots any signs as Declarant may desire to advertise the availability for development or sale of the Declarant Lots and any improvements constructed or to be constructed thereon;

(c) The right to conduct all necessary or desirable activities related to the development and/or sale of the Declarant Lots or any part thereof, in any building or other structure placed or erected thereon; and

(d) The right to provide parking in front of, adjacent to or on the Declarant Lots for all private vehicles of Declarant, its agents, employees, and independent contractors.

3. Amendment to Declaration. To the extent that any of the provisions of Paragraph 1 and/or 2 above shall be deemed to constitute an amendment of the Declaration, then the Declaration shall be deemed to be amended by this Agreement.

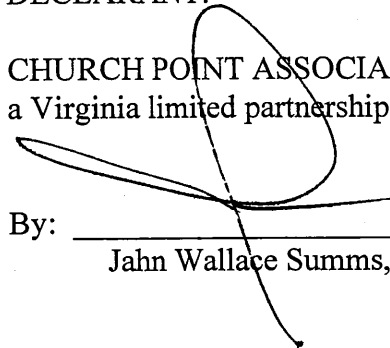
4. Ratification. The terms, covenants and conditions of the Declaration, to the extent modified by this Agreement, are hereby ratified and reaffirmed and are, and shall continue to remain, in full force and effect.

5. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the undersigned has caused this Supplemental Declaration to be executed on its behalf by its duly authorized managing partner as of the day and year first above written.

DECLARANT:

CHURCH POINT ASSOCIATES, L.P.,
a Virginia limited partnership



By: _____ (SEAL)
Jahn Wallace Summs, Managing Partner

COMMONWEALTH OF VIRGINIA
CITY OF VIRGINIA BEACH, to-wit:

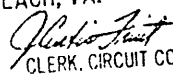
The foregoing instrument was acknowledged before me this 30th day of September, 1997 by Jahn Wallace Summs, as Managing Partner of Church Point Associates, L.P., a Virginia limited partnership, on behalf of such partnership.

James D. Hoy
Notary Public

My commission expires: 5-30-01
[Affix Notarial Seal]

RECORDED WITH
CERTIFICATE ANNEXED

97 OCT 10 AM 8:49

\$58.1-802 TAXES PAID \$ _____
VIRGINIA BEACH, VA.
TESTE: 
CLERK, CIRCUIT COURT

CHURCH POINT HOMEOWNERS ASSOCIATION, INC.

LOTS 165 - 176, THE COMMONS

& DEED OF EASEMENT.

CHURCH POINT FARM

Declaration of Restrictions

**DECLARATION OF RESTRICTIONS
APPLICABLE TO
CHURCH POINT FARM
SECTION THREE C-3**

THIS DECLARATION OF RESTRICTIONS, Made and entered into this 1st day of June, 1994, by the undersigned, owners in fee simple of the following described property, to-wit:

All those certain lots, pieces or parcels of land, with the buildings and improvements thereon and the appurtenances thereunto belonging, lying, situate and being in the City of Virginia Beach, Virginia, and being known, numbered and designated as Lots 165 through 176 inclusive, as shown on that certain plat entitled "SUBDIVISION OF CHURCH POINT FARM, SECTION THREE C-3 BAYSIDE BOROUGH, VIRGINIA BEACH, VIRGINIA", dated March 31, 1994 made by Kellam - Gerwitz Engineering Inc., Engineers-Surveyors-Planners, Virginia Beach, Virginia, (the "Subdivision Plat"), which Subdivision Plat is recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Map Book 237 at Page 58.

The undersigned do hereby declare and give notice that all lots and parcels, as above referenced are subject to the following limitations, restrictions, conditions and uses to which the lots, parcels, and constituting said subdivision may be put, hereby specifying that said declarations shall constitute covenants to run with the land, as provided by law, and shall be binding upon all parties and all persons claiming under and through the undersigned grantors. This declaration is put to record for the benefit of and to impose limitations upon all future owners of lots in said subdivision but said restrictions do not apply to the undersigned grantor. This Declaration of Restrictions has the express purpose of keeping said subdivision desirable as a residential community, and uniform in architectural design so as to be suitable for use as herein specified.

It is the intent of the undersigned to reserve unto Church Point Associates or its assigns, for a period not to exceed ten (10) years from the date hereof, the absolute right to waive, amend, modify, release, relinquish or terminate any restriction, covenant or condition contained herein or set forth on the plat or subdivision of "Church Point Farm" as above referenced.

For the purpose of insuring development of CHURCH POINT FARM as a residential community of superior standards, and subject to the foregoing, the following limitations, restrictions and conditions are imposed on the use of the lots, parcels, and park dedications set forth above.

1. Whether or not provision therefore is specifically stated in any sales contract or conveyance of record made by the undersigned, Church Point Associates, the owner or occupant of each and every lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall, fence, mailbox, swimming pool, boathouse, dock, bulkhead, aerial, antenna, dog house, tool shed or any other structure of any description whatsoever shall be placed upon said lot unless and until the plans and specifications therefor and a site plan locating said structure on the lot, have been approved in writing by the undersigned, its successors or assigns. All plans, specifications and site plans shall be submitted in duplicate, with one set to be retained by the undersigned, Church Point Associates, if approved, and shall include a floor plan drawn to scale, front elevation and a landscaping plan providing for a reasonable number of trees and shrubs in addition to any street trees or other landscaping designated by the Church Point Associates Master Landscaping Plan for the subdivision. Each such building, wall, fence, mailbox, swimming pool, boathouse, dock, bulkhead, aerial or other structure shall be placed on the premises only in accordance with the plans, specifications and site plan so approved. Refusal of approval of plans and specifications by Church Point Associates, its successors and assigns, may be for any reason, including purely aesthetic grounds, which determination shall be in the sole and uncontrolled discretion of Church Point Associates, its successors and assigns.

No alteration in the exterior appearance of any structure shall be made without like approval. The undersigned, Church Point Associates, reserves the right to designate an individual, association or corporation to act for the Church Point Associates in the approval or rejection of such plans, to charge a reasonable fee for such review; and for the enforcement of these limitations, restrictions and conditions the said designee shall have all the power and authority as reserved to Church Point Associates for the administration, enforcement and implementation of these limitations, restrictions and conditions.

Should the undersigned, Church Point Associates, through its designee or otherwise, or its successors or assigns, fail to approve or disapprove the plans and specifications submitted to it by the owner of a lot or lots within thirty (30) days after receipt of a written request for such approval, said approval shall not be required, however, provided that no building or other structure shall be erected or be allowed to remain on any lot which violates any of the limitations, restrictions or conditions herein contained.

The undersigned, Church Point Associates, through its designee or otherwise, or its successors or assigns, shall have the right to inspect construction of any building while under construction to determine if the limitations, restrictions and conditions herein are being adhered to and shall have the right to stop any construction which does not conform to plans and specifications which have been submitted and approved as herein required.

2. No building shall be erected or allowed to remain on any numbered lot in the subdivision except one (1) single family dwelling house, for the use and occupancy of one (1) family and attendant

domestic servants. All garages, porte cocheres, storage areas, tool cabins, garden houses, et cetera, must be attached to said dwelling house and be constructed so as to constitute one (1) building only. Said dwelling house shall occupy a floor area of actually and fully enclosed building, excluding attached garage or porch or porte cochere, of not less than two thousand five hundred (2,500) square feet. No lot shall be resubdivided into building sites.

3. No sign of any kind shall be displayed to the public view on any lot except one (1) sign of not more than six (6) square feet advertising the property for sale or rent, or a sign used by a builder to advertise the property during the construction and sales period. All signs must be approved as provided in paragraph 1 set forth above.

4. Nothing shall be done on any lot which may be or become an annoyance or nuisance to the neighborhood. No horses, cattle, swine, goats, poultry or fowl, or any other animal not customarily a household pet shall be kept on any lot. No manufacturing, trade, business, commerce, industry, profession or other occupation whatsoever shall be conducted or carried on upon any lot or any part thereof, or in any building or other structure erected thereon. No trash shall be allowed to accumulate so as to be unsightly or to be a detriment to the area or a fire hazard. In the event that any owner or occupant shall fail or refuse to keep his premises free of weeds, underbrush, refuse or other unsightly growth or objects, the Church Point Associates, its successors or assigns, may enter upon said lands and remove the same at the expense of the owner.

The use of any carport, driveway or parking area which may be in front of, adjacent to, or a part of any lot in said subdivision as a habitual parking place for commercial vehicles is prohibited. The use of any driveway or parking area which may be in front of, adjacent to, or a part of any lot as a habitual parking place for boats or trailers of any kind is prohibited. The parkway (that area between the pavement and the lot line) of each lot shall not be used for the parking of private or commercial vehicles or boats or trailers. The term "commercial vehicles" shall include all motor vehicles and vehicular equipment which shall bear signs or shall have printed thereon reference to any commercial undertaking or enterprise, and all trucks.

No trailer, tent, shack, garage, barn or other outbuildings erected on any lot shall at any time be used as a residence, temporarily or permanently. nor shall any structure of a temporary character be used as a residence; provided, however, this clause shall not be construed to prevent servants quarters being installed over an attached garage. No trailer having a height of five (5) feet or more shall be parked over twelve (12) hours in any one (1) week on any lot or driveway so as to be visible from the street.

5. All owners, family members and agents shall reduce noise levels from 2:00 p.m. Saturday until 8:00 a.m. Monday and on public holidays so that residents will not be disturbed by lawn mowing, sawing, etc. Unnecessary noises shall at all times be avoided.

6. No antenna or communication device shall be constructed on the exterior surface or roof of a home nor shall any satellite dishes be placed on the premises, without written permission of the undersigned, Church Point Associates, or its successors and assigns. No transmitting equipment or communication equipment shall be operated from the home that will in any manner interfere with standard electronic equipment, radio or television reception used in neighboring residences within the subdivision.

7. No driveway shall be constructed so as to interfere with the normal drainage of the street on which the lot fronts.

8. No lines or wires for communication or for the transmission of current or any other purposes shall be constructed, placed or permitted to be placed upon any lot unless the same shall be contained in underground conduits, and unless permission for installation of same has been specifically granted by the Church Point Associates to the party who intends to install same, through any duly recorded grant or easement.

9. Without limiting the authority of the undersigned, Church Point Associates, or its successors and assigns, to approve or disapprove plans and specifications for any reason in its sole uncontrolled discretion, including variances from the guidelines listed below, the following plan guidelines are set forth: Brick or other masonry, wood and stucco are the preferred exterior materials. Vinyl (or substitute) is not preferred. Exterior plans showing more than 20% vinyl (or substitute) shall receive careful scrutiny prior to approval. A color chart approved by the undersigned shall be used to select colors for exteriors. Earth tones are preferred. No cinder block or asbestos siding shall be allowed.

Rear-loading or side-loading garages are preferred rather than front-loading.

Crawl space foundations are preferred to slab. Wood crawl space vents are preferred.

Plumbing and roof stacks shall be in the rear of the house. Flashing, unless copper, around roof stacks, etc., shall be painted a similar color to the roof.

Mechanical equipment such as compressors, etc., shall have a privacy fence to exclude visibility from neighboring streets and properties.

Virginia Power telephone boxes, lead wires, etc., shall be painted the same color as the portion of the house to which they are attached.

No statues, monuments, bric-a-brac, or symbols, other than a house number and name of the resident, shall be displayed from that portion of the lot or home observable from the adjoining street or streets. A gas post lantern and/or sconce attached to the home and visible from the curb is

required.

10. The undersigned, Church Point Associates, reserves for itself, its successors or assigns, a five (5) foot easement along the side and rear lines of each numbered lot on the plat of subdivision, unless a greater width be shown on the plat of subdivision, for public utility and drainage purposes, and any other reasonable purpose, with the right to assign the same for such uses as deemed by it necessary for the development and service of said lots or adjoining lots.

11. Each owner of a lot or lots in the subdivision which is subject to the landscaping easement as shown on the subdivision plat and recorded covenants, covenants and agrees that no building, wall, fence, mailbox, swimming pool, boathouse, dock, bulkhead, aerial, antenna, dog house, tool shed or any other structure of any description whatsoever shall be placed upon said open space, and each owner shall be responsible for the maintenance of and removal of trash from such open space abutting his property, and for the maintenance and replacement of the grass, trees, hedges, plants, shrubs or other landscaping growing naturally thereon, or as designed by Church Point Associates, and to keep such landscaping in a neat and trim condition for aesthetic purposes and so as to prevent erosion. For the purpose of perpetuating the professionally designed Master Landscaping Plan, no landscaping designed by the undersigned, Church Point Associates, shall be removed or replaced with different species or sizes of such species, without the written consent of Church Point Associates, or its designee, successors or assigns. Should any owner of a lot subject to the said landscaping easement fail to maintain said landscaping as aforesaid, then the undersigned, Church Point Associates, or its designee, successors or assigns, or any other lot owner, or their respective heirs or assigns, shall have the right to maintain said landscaping so as to conform hereto and the expense of such maintenance shall be born by the defaulting lot owner.

Each owner of a lot or lots in the subdivision which is subject to street tree or shrub designation on the Master Landscaping Plan shall plant and maintain, including replacement with same species and size, such trees or shrubs as are specified in such Landscaping Plan.

12. The undersigned, Church Point Associates, its successors and assigns, shall have the non-exclusive right, but not the obligation, to enforce these Restrictions, and shall have no liability for any failure to enforce these Restrictions. The undersigned, Church Point Associates, its successors and assigns, hereby reserves the right to enter into agreements with the owner of any lot or lots, including itself, (without the consent of the owners of other lots in the subdivision) to waive in its entirety or to deviate from these conditions, restrictions, limitations and agreements set forth in this declaration; any such waiver or deviation shall be manifested by agreement in writing and shall not constitute a waiver of any such condition, restriction, limitation or agreement as to the remaining lots in said subdivision, and the same shall remain fully enforceable as to all other lots located in the said subdivision, by the undersigned, Church Point Associates, its successors and assigns, and by the owners of other lots except as against the lot where such deviation is permitted by such written

agreement.

13. These covenants are to run with the land and shall be binding on all parties and all persons claiming under and through the grantors for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for additional ten (10) year periods unless an instrument signed by a majority of the then fee simple owners of the lots has been recorded, wherein the said majority agrees to change said covenants in whole or in part.

14. A REVIEW FEE SHALL BE PAID TO THE UNDERSIGNED, CHURCH POINT ASSOCIATES, OR SUCCESSORS OR ASSIGNS OF THE UNDERSIGNED, UPON THE SALE OR TRANSFER OF THE PROPERTY. SAID REVIEW FEE SHALL HAVE A CHARGE OF NO MORE THAN THE NORMAL ASSUMPTION FEE CHARGED BY LOCAL LENDERS. SAID REVIEW FEE IS REQUIRED IN ORDER TO ASSURE THAT PROPERTY BEING TRANSFERRED IS IN CONFORMANCE WITH THE AFORESAID RECORDED RESTRICTIONS.

15. No owner of a lot or lots with legal ownership extending into the water shall hinder or obstruct any reasonable dredging activity and channel through his property which would reasonably benefit other waterfront lots within the subdivision. The undersigned, Church Point Associates, and its successors or assigns, shall have the authority to approve or disapprove, in advance, any dredging activity pursued by one or more lot owners.

16. Any sidewalk, driveway or similar paving for ingress/egress into or out from the lot necessitating removal of the curb and gutter shall be done in accordance with the instructions as set forth in Addendum A - Sawcut Requirements.

17. The guidelines for park dedications and recreation areas shall be set forth in detail under "Rules and Regulations" of Homeowners Association, wherein specific details pertain to waterfront area.

18. Each owner of a lot or lots shall in the subdivision of Church Point Farm, shall automatically be a member of the subdivision's Homeowners Association and shall comply with such rules and pay such dues as are set by the Association. Membership in the Homeowners' Association is mandatory.

The Homeowners Association shall be responsible for the management and control of the common areas and all improvements or facilities thereon, and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

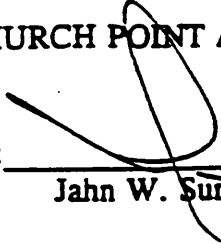
19. Enforcement of this declaration shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant contained herein, and such proceeding shall be to either restrain violation or to recover damages for a breach thereof. If no such

proceedings be instituted within one hundred eighty (180) days of any such violation, then it shall be conclusively presumed in any legal proceedings that the violation or attempted violation has been waived by Church Point Associates, and all parties owning or having any interest in lots in the subdivision whether or not such parties have actual notice of said violation or attempted violation. The invalidation by any court of any provision herein contained shall not in any way affect any of the other provisions hereof but they shall remain in full force and effect.

20. The undersigned, Church Point Associates, and its successors, may assign to any other corporation, association, firm or person, and references within these Restrictions to successors, assigns, designees, etc., refer to the assignment by the undersigned, Church Point Associates, of all or part of its rights under these Restrictions.

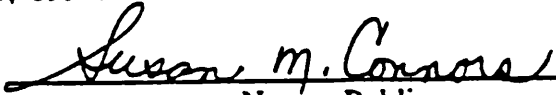
IN WITNESS WHEREOF, Church Point Associates, has caused these presents to be executed on its behalf by its duly authorized partner, this 11th day of April, 1994.

CHURCH POINT ASSOCIATES, L.P.

By: 
Jahn W. Summs, Managing Partner

STATE OF VIRGINIA
CITY OF VIRGINIA BEACH, to-wit:

The foregoing instrument was acknowledged by Jahn W. Summs, Managing Partner of Church Point Associates, L.P., this 1st day of June, 1994.


Notary Public

My Commission Expires: 12-31-96

RECORDED WITH
CERTIFICATE ANNEXED

94 SEP 19 PM 4: 04

558.1-802 TAXES PAID \$ _____
VIRGINIA BEACH, VA.

TESTE: 
CLERK OF COURT

This Instrument Prepared by
And When Recorded Return to:
Willcox & Savage, P.C.
1800 NationsBank Center
One Commercial Place
Norfolk, Virginia 23510

RECEIVED MAR 11 1998

**CLARIFICATION AND AMPLIFICATION OF
DECLARATION OF RESTRICTIONS APPLICABLE TO
CHURCH POINT FARM SECTION THREE C-3**

THIS CLARIFICATION AND AMPLIFICATION OF DECLARATION OF RESTRICTIONS (the "Agreement") is made and entered into as of this 30TH day of September, 1997, by CHURCH POINT ASSOCIATES, L.P., a Virginia limited partnership ("Declarant"), as grantor, and grantee for indexing purposes.

RECITALS:

R-1. By Declaration of Restrictions Applicable to Church Point Farm Section Three C-3 (the "Declaration"), dated June 1, 1994, and recorded in the Clerk's Office of the Circuit Court for the City of Virginia Beach, Virginia, in Deed Book 3435, at Page 567, Declarant subjected the real property described in the Declaration to certain limitations, restrictions, conditions, and uses more particularly set forth in the Declaration.

R-2. Declarant is the owner in fee simple absolute of those certain lots or parcels of land subject to the Declaration commonly known and designated as Lots 165, 166, 168, 172, and 176, which lots are more particularly described in the Declaration (the "Declarant Lots").

R-3. The Declaration, by its terms, does not apply to the Declarant Lots.

R-4. Notwithstanding that the Declaration does not apply to the Declarant Lots, Declarant desires to clarify that Declarant, its agents, employees and independent contractors have certain rights with respect to the Declarant Lots.

R-5. Declarant reserved unto itself under the Declaration the absolute right to waive, amend, modify, release, relinquish or terminate any restriction, covenant or condition contained in the Declaration and to enter into agreements with the owner of any lot or lots, including itself, without the consent of the owners of other lots, to waive the Declaration in its entirety or to deviate from the conditions, restrictions, limitations and agreements set forth in the Declaration.

AGREEMENT

NOW, THEREFORE, Declarant hereby covenants and declares on behalf of itself and its successors and assigns as follows:

1. Declarant Exempt. Declarant and the Declarant Lots are and shall remain exempt from the restrictions set forth in the Declaration as provided in the second sentence of the second paragraph on page 1 of the Declaration. To the extent not otherwise provided for in the Declaration, the term "grantor" as used in the Declaration shall be deemed to include Declarant, its agents, employees and independent contractors.

2. Reservation of Rights. Notwithstanding that the restrictions of the Declaration do not apply to Declarant, Declarant hereby affirmatively reserves for itself, its agents, employees and independent contractors, all rights which Declarant may deem necessary or desirable to develop and market for sale the Declarant Lots, including:

(a) The right to erect, build and construct on the Declarant Lots single-family dwelling homes and related improvements;

(b) The right to erect on the Declarant Lots any signs as Declarant may desire to advertise the availability for development or sale of the Declarant Lots and any improvements constructed or to be constructed thereon;

(c) The right to conduct all necessary or desirable activities related to the development and/or sale of the Declarant Lots or any part thereof, in any building or other structure placed or erected thereon; and

(d) The right to provide parking in front of, adjacent to or on the Declarant Lots for all private vehicles of Declarant, its agents, employees, and independent contractors.

3. Amendment to Declaration. To the extent that any of the provisions of Paragraph 1 and/or 2 above shall be deemed to constitute an amendment of the Declaration, then the Declaration shall be deemed to be amended by this Agreement.

4. Ratification. The terms, covenants and conditions of the Declaration, to the extent modified by this Agreement, are hereby ratified and reaffirmed and are, and shall continue to remain, in full force and effect.

5. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

THIS DEED OF EASEMENT(S), made this 14th day of July, 1994 by and between CHURCH POINT ASSOCIATES, L.P., a LIMITED PARTNERSHIP, hereinafter called the Grantor, party of the first part, and the City of Virginia Beach, Virginia, a municipal corporation of the Commonwealth of Virginia, hereinafter called the Grantee, party of the second part.

WITNESSETH:

That for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand paid, and other good and valuable considerations, the receipt of which is acknowledged, the Grantor does hereby sell, assign, transfer, grant and convey with GENERAL WARRANTY and ENGLISH COVENANTS OF TITLE, perpetual, variable width drainage and/or utility easements to the Grantee, its agents, assigns and successors to construct, reconstruct, alter, operate and maintain drainage and utility facilities in, under, upon and across lands and property of the Grantor, including the right of ingress and egress to the same, and a perpetual easement for the collection, conveyance, storage, impoundment, treatment, and other associated uses of stormwater drainage over, under and across lands and property of the Grantor, including the stormwater drainage over, under and across lands and property of the Grantor, including the rights of ingress and egress to the same, as more particularly described as follows:

ALL THOSE certain pieces or parcels of land situate, lying and being in the City Virginia Beach, Virginia, being designates as 165 through 176 inclusive as shown on the certain plat entitled Subdivision of Church Point Farm Section Three C-3, said plat being recorded in the Clerk's office the Circuit Court of the City of Virginia Beach, Virginia in Map Book 237, Page 5B, to which reference is made for a more particular description.

It being a part of the same property acquired by the part of the first part from Charles F. Burroughs, Jr. and Virginia P. Burroughs by deed dated December 24, 1987. and recorded in Deed Book 2786, at Page 498, in the City of Virginia Beach, Virginia.

GPIN #(s)

- 1489-04-4913, 1489-04-5921, 1489-04-6931, 1489-04-7940
- 1489-04-8854, 1489-04-8722, 1489-04-6780, 1489-04-5761
- 1489-04-4772, 1489-04-3745, 1489-04-2863, 1489-04-2946

The Grantor by execution of this instrument acknowledges that the plans for the aforesaid project as they affect his property have been fully explained to the undersigned.

It is agreed between the parties hereto that the Grantee, its agents, assigns and successors shall have the right to inspect the said easements and to cut and clean all undergrowth and remove other obstructions in and along the said easements or adjacent thereto that may in any way endanger or interfere with the proper use of the same, and to make use of the adjacent property for ingress and egress and for other actives necessary to construction, reconstruction, alteration, operation and maintenance of the said facilities.

The Grantor and its agents assigns and successors agree that the Grantee shall not be liable for any maintenance work whatsoever to the areas encompassed in the said easements except if the Grantee is required to preform excavation within the said easement in order to effectuate maintenance or repair of said facility. All other maintenance of the areas encompassed by the said easements shall be done by the Grantor, and the Grantee shall have no duty or liability to preform any routine maintenance work in the said easement other than that work which arises out of maintaining or repairing the said facility.

The Grantor and its agents, assigns and successors agree that when requested by the Grantee, it shall remove any fence(s), structure(s), landscaping, vehicle parking or other obstruction within forty-eight hours of receipt of written notice requesting such removal. Except that in an emergency or failure to remove after written notice Grantee will remove, or have removed by others, any impediment access, maintenance or operation and Grantor agrees he is responsible for replacement of said fence(s), structure(s) landscaping, vehicle parking or other obstruction at its sole expense.

The Grantor covenants and agrees for himself, his assigns and successors, that the consideration aforementioned shall be in lieu of any and all claims of compensation and damages by reason of the location, construction, reconstruction, alteration or maintenance of the said facility.

IN WITNESS WHEREOF, CHURCH POINT ASSOCIATES, L.P a VIRGINIA LIMITED PARTNERSHIP, has caused this ~~Declaration~~^{DEED} of Easement to be executed pursuant to due authority.

CHURCH POINT ASSOCIATES, L. P.

APPROVED AS TO
LEGAL SUFFICIENCY
DSM

BY: Richard C. Burroughs
Richard C. Burroughs, Managing Partner

APPROVED AS TO CONTENTS
Ray Freeman
SIGNATURE
PA/E Engineering
DEPARTMENT

FIRST UNION NATIONAL BANK OF VIRGINIA

BY: Jeffrey Kelly
Jeffrey Kelly, Trustee

ACKNOWLEDGEMENT OF OWNER/DEVELOPER

STATE OF VIRGINIA
CITY OF VIRGINIA BEACH, to-wit:

~~APRIL MARR WALKER~~ ✓
I, ~~Susan Connors~~, a Notary Public in and for the City and State of aforesaid, do hereby certify the Richard C. Burroughs, Managing Partner for Church Point Associates L. P., whose name is signed to the foregoing Instrument bearing date on the 14th day of July, 1994, has acknowledged the same before me in my City and State aforesaid.

GIVEN under my hand this 27th day of July, 1994..

April Marr Walker
Notary Public

My Commission Expires: ~~12/31/96~~ ✓
3/31/97 ✓

BK 3435PG0587

ACKNOWLEDGEMENT OF TRUSTEE

STATE OF VIRGINIA
CITY OF Norfolk to-wit:

I, Bonnie L. Morrissette, a Notary Public in and for the City and State of aforesaid, do hereby certify the Jeffrey B. Kelly, V.P. TRUSTEE, whose name is signed to the foregoing instrument bearing date on the 14th day of July, 1994, has acknowledged the same before me in my City and State aforesaid.

GIVEN under my hand this 27th day of July, 1994.

Bonnie L. Morrissette
Notary Public

My Commission Expires: 9/30/96

APPROVED AS TO CONTENTS

David B. Smith
Notary Public

RECORDED WITH
CERTIFICATE ANNEXED

94 SEP 19 PM 4: 08

\$58.1-802 TAXES PAID \$
VIRGINIA BEACH, VA.

TESTE: Ch...

CHURCH POINT HOMEOWNERS ASSOCIATION, INC.

**LOTS 197 & 198; 212 - 220; 234 - 248 : SECTION 3E-3
CHURCH POINT FARM**

THE COMMONS

Declaration of Restrictions

DECLARATION OF RESTRICTIONS
APPLICABLE TO
CHURCH POINT FARM
SECTION THREE E-3

THIS DECLARATION OF RESTRICTIONS, Made and entered into this 9th day of November 1992, by the undersigned, owners in fee simple of the following described property, to-wit:

All those certain lots, pieces or parcels of land, with the buildings and improvements thereon and the appurtenances thereunto belonging, lying, situate and being in the City of Virginia Beach, Virginia, and being known, numbered and designated as Lots 197 and 198, Lot 212 through Lot 220, and Lot 234 through Lot 248 inclusive, as shown on that certain plat entitled "SUBDIVISION OF CHURCH POINT FARM, SECTION THREE E-3 BAYSIDE BOROUGH, VIRGINIA BEACH, VIRGINIA", dated October 15, 1992, made by Basgier and Associates, a Professional Corporation, Engineers-Surveyors-Planners, Virginia Beach, Virginia, (the "Subdivision Plat"), which Subdivision Plat is recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Map Book , at Page .

The undersigned do hereby declare and give notice that all lots and parcels, as above referenced are subject to the following limitations, restrictions, conditions and uses to which the lots, parcels, and constituting said subdivision may be put, hereby specifying that said declarations shall constitute covenants to run with the land, as provided by law, and shall be binding upon all parties and all persons claiming under and through the undersigned grantors. This declaration is put to record for the benefit of and to impose limitations upon all future owners of lots in said subdivision but said restrictions do not apply to the undersigned grantor. This Declaration of Restrictions has the express purpose of keeping said subdivision desirable as a residential community, and uniform in architectural design so as to be suitable for use as herein specified.

It is the intent of the undersigned to reserve unto Church Point Associates or its assigns, for a period not to exceed ten (10) years from the date hereof, the absolute right to waive, amend, modify, release, relinquish or terminate any restriction, covenant or condition contained herein or set forth on the plat or subdivision of "Church Point Farm" as above referenced.

For the purpose of insuring development of CHURCH POINT FARM as a residential community of superior standards, and subject to the foregoing, the following limitations, restrictions and conditions are imposed on the use of the lots, parcels, and park dedications set forth above.

1. Whether or not provision therefore is specifically stated in any sales contract or conveyance of record made by the undersigned, Church Point Associates, the owner or occupant of each and every lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall, fence, mailbox, swimming pool, boathouse, dock, bulkhead, aerial, antenna, dog house, tool shed or any other structure of any description whatsoever shall be placed upon said lot unless and until the plans and specifications therefor and a site plan locating said structure on the lot, have been approved in writing by the undersigned, its successors or assigns. All plans, specifications and site plans shall be submitted in duplicate, with one set to be retained by the undersigned, Church Point Associates, if approved, and shall include a floor plan drawn to scale, front elevation and a landscaping plan providing for a reasonable number of trees and shrubs in addition to any street trees or other landscaping designated by the Church Point Associates Master Landscaping Plan for the subdivision. Each such building, wall, fence, mailbox, swimming pool, boathouse, dock, bulkhead, aerial or other structure shall be placed on the premises only in accordance with the plans, specifications and siteplan so approved. Refusal of approval of plans and specifications by Church Point Associates, its successors and assigns, may be for any reason, including purely aesthetic grounds, which determination shall be in the sole and uncontrolled discretion of Church Point Associates, its successors and assigns.

No alteration in the exterior appearance of any structure shall be made without like approval. The undersigned, Church Point Associates, reserves the right to designate an individual, association or corporation to act for the Church Point Associates in the approval or rejection of such plans, to charge a reasonable fee for such review; and for the enforcement of these limitations, restrictions and conditions the said designee shall have all the power and authority as reserved to Church Point Associates for the administration, enforcement and implementation of these limitations, restrictions and conditions.

Should the undersigned, Church Point Associates, through its designee or otherwise, or its successors or assigns, fail to approve or disapprove the plans and specifications submitted to it by the owner of a lot or lots within thirty (30) days after receipt of a written request for such approval, said approval shall not be required, however, provided that no building or other structure shall be erected or be allowed to remain on any lot which violates any of the limitations, restrictions or conditions herein contained.

The undersigned, Church Point Associates, through its designee or otherwise, or its successors or assigns, shall have the right to inspect construction of any building while under construction to determine if the limitations, restrictions and conditions herein are being adhered to and shall have the right to stop any construction which does not conform to plans and specifications which have been submitted and approved as herein required.

2. No building shall be erected or allowed to remain on any numbered lot in the subdivision except one (1) single family dwelling house, for the use and occupancy of one (1) family and attendant domestic servants. All garages, porte cocheres,

storage areas, tool cabins, garden houses, et cetera, must be attached to said dwelling house and be constructed so as to constitute one (1) building only. Said dwelling house shall occupy a floor area of actually and fully enclosed building, excluding attached garage or porch or porte cochere, of not less than two thousand five hundred (2,500) square feet. No lot shall be resubdivided into building sites.

3. No sign of any kind shall be displayed to the public view on any lot except one (1) sign of not more than six (6) square feet advertising the property for sale or rent, or a sign used by a builder to advertise the property during the construction and sales period. All signs must be approved as provided in paragraph 1 set forth above.

4. Nothing shall be done on any lot which may be or become an annoyance or nuisance to the neighborhood. No horses, cattle, swine, goats, poultry or fowl, or any other animal not customarily a household pet shall be kept on any lot. No manufacturing, trade, business, commerce, industry, profession or other occupation whatsoever shall be conducted or carried on upon any lot or any part thereof, or in any building or other structure erected thereon. No trash shall be allowed to accumulate so as to be unsightly or to be a detriment to the area or a fire hazard. In the event that any owner or occupant shall fail or refuse to keep his premises free of weeds, underbrush, refuse or other unsightly growth or objects, the Church Point Associates, its successors or assigns, may enter upon said lands and remove the same at the expense of the owner.

The use of any carport, driveway or parking area which may be in front of, adjacent to, or a part of any lot in said subdivision as a habitual parking place for commercial vehicles is prohibited. The use of any driveway or parking area which may be in front of, adjacent to, or a part of any lot as a habitual parking place for boats or trailers of any kind is prohibited. The parkway (that area between the pavement and the lot line) of each lot shall not be used for the parking of private or commercial vehicles or boats or trailers. The term "commercial vehicles" shall include all motor vehicles and vehicular equipment which shall bear signs or shall have printed thereon reference to any commercial undertaking or enterprise, and all trucks.

No trailer, tent, shack, garage, barn or other outbuildings erected on any lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence; provided, however, this clause shall not be construed to prevent servants quarters being installed over an attached garage. No trailer having a height of five (5) feet or more shall be parked over twelve (12) hours in any one (1) week on any lot or driveway so as to be visible from the street.

5. All owners, family members and agents shall reduce noise levels from 2:00 p.m. Saturday until 8:00 a.m. Monday and on public holidays so that residents will not be disturbed by lawn mowing, sawing, etc. Unnecessary noises shall at all times be avoided.

6. No antenna or communication device shall be constructed on the exterior surface or roof of a home nor shall any satellite dishes be placed on the premises, without written permission of the undersigned, Church Point Associates, or its successors and assigns. No transmitting equipment or communication equipment shall be operated from the home that will in any manner interfere with standard electronic equipment, radio or television reception used in neighboring residences within the subdivision.

7. No driveway shall be constructed so as to interfere with the normal drainage of the street on which the lot fronts.

8. No lines or wires for communication or for the transmission of current or any other purposes shall be constructed, placed or permitted to be placed upon any lot unless the same shall be contained in underground conduits, and unless permission for installation of same has been specifically granted by the Church Point Associates to the party who intends to install same, through any duly recorded grant or easement.

9. Without limiting the authority of the undersigned, Church Point Associates, or its successors and assigns, to approve or disapprove plans and specifications for any reason in its sole uncontrolled discretion, including variances from the guidelines listed below, the following plan guidelines are set forth: Brick or other masonry, wood and stucco are the preferred exterior materials. Vinyl (or substitute) is not preferred. Exterior plans showing more than 20% vinyl (or substitute) shall receive careful scrutiny prior to approval. A color chart approved by the undersigned shall be used to select colors for exteriors. Earth tones are preferred. No cinder block or asbestos siding shall be allowed.

Rear-loading or side-loading garages are preferred rather than front-loading.

Crawl space foundations are preferred to slab. Wood crawl space vents are preferred.

Plumbing and roof stacks shall be in the rear of the house. Flashing, unless copper, around roof stacks, etc., shall be painted a similar color to the roof.

Mechanical equipment such as compressors, etc., shall have a privacy fence to exclude visibility from neighboring streets and properties.

Virginia Power telephone boxes, lead wires, etc., shall be painted the same color as the portion of the house to which they are attached.

No statues, monuments, bric-a-brac, or symbols, other than a house number and name of the resident, shall be displayed from that portion of the lot or home observable from the adjoining street or streets. A gas post lantern and/or sconce attached to the home and visible from the curb is required.

10. The undersigned, Church Point Associates, reserves for itself, its successors or assigns, a five (5) foot easement along the side and rear lines of each

numbered lot on the plat of subdivision, unless a greater width be shown on the plat of subdivision, for public utility and drainage purposes, and any other reasonable purpose, with the right to assign the same for such uses as deemed by it necessary for the development and service of said lots or adjoining lots.

11. Each owner of a lot or lots in the subdivision which is subject to the landscaping easement as shown on the subdivision plat and recorded covenants, covenants and agrees that no building, wall, fence, mailbox, swimming pool, boathouse, dock, bulkhead, aerial, antenna, dog house, tool shed or any other structure of any description whatsoever shall be placed upon said open space, and each owner shall be responsible for the maintenance of and removal of trash from such open space abutting his property, and for the maintenance and replacement of the grass, trees, hedges, plants, shrubs or other landscaping growing naturally thereon, or as designed by Church Point Associates, and to keep such landscaping in a neat and trim condition for aesthetic purposes and so as to prevent erosion. For the purpose of perpetuating the professionally designed Master Landscaping Plan, no landscaping designed by the undersigned, Church Point Associates, shall be removed or replaced with different species or sizes of such species, without the written consent of Church Point Associates, or its designee, successors or assigns. Should any owner of a lot subject to the said landscaping easement fail to maintain said landscaping as aforesaid, then the undersigned, Church Point Associates, or its designee, successors or assigns, or any other lot owner, or their respective heirs or assigns, shall have the right to maintain said landscaping so as to conform hereto and the expense of such maintenance shall be born by the defaulting lot owner.

Each owner of a lot or lots in the subdivision which is subject to street tree or shrub designation on the Master Landscaping Plan shall plant and maintain, including replacement with same species and size, such trees or shrubs as are specified in such Landscaping Plan.

12. The undersigned, Church Point Associates, its successors and assigns, shall have the non-exclusive right, but not the obligation, to enforce these Restrictions, and shall have no liability for any failure to enforce these Restrictions. The undersigned, Church Point Associates, its successors and assigns, hereby reserves the right to enter into agreements with the owner of any lot or lots, including itself, (without the consent of the owners of other lots in the subdivision) to waive in its entirety or to deviate from these conditions, restrictions, limitations and agreements set forth in this declaration; any such waiver or deviation shall be manifested by agreement in writing and shall not constitute a waiver of any such condition, restriction, limitation or agreement as to the remaining lots in said subdivision, and the same shall remain fully enforceable as to all other lots located in the said subdivision, by the undersigned, Church Point Associates, its successors and assigns, and by the owners of other lots except as against the lot where such deviation is permitted by such written agreement.

13. These covenants are to run with the land and shall be binding on all parties and all persons claiming under and through the grantors for a period of twenty-five (25) years from the date these covenants are recorded, after which time

said covenants shall be automatically extended for additional ten (10) year periods unless an instrument signed by a majority of the then fee simple owners of the lots has been recorded, wherein the said majority agrees to change said covenants in whole or in part.

14. A REVIEW FEE SHALL BE PAID TO THE UNDERSIGNED, CHURCH POINT ASSOCIATES, OR SUCCESSORS OR ASSIGNS OF THE UNDERSIGNED, UPON THE SALE OR TRANSFER OF THE PROPERTY. SAID REVIEW FEE SHALL HAVE A CHARGE OF NO MORE THAN THE NORMAL ASSUMPTION FEE CHARGED BY LOCAL LENDERS. SAID REVIEW FEE IS REQUIRED IN ORDER TO ASSURE THAT PROPERTY BEING TRANSFERRED IS IN CONFORMANCE WITH THE AFORESAID RECORDED RESTRICTIONS.

15. No owner of a lot or lots with legal ownership extending into the water shall hinder or obstruct any reasonable dredging activity and channel through his property which would reasonably benefit other waterfront lots within the subdivision. The undersigned, Church Point Associates, and its successors or assigns, shall have the authority to approve or disapprove, in advance, any dredging activity pursued by one or more lot owners.

16. Any sidewalk, driveway or similar paving for ingress/egress into or out from the lot necessitating removal of the curb and gutter shall be done in accordance with the instructions as set forth in Addendum A - Sawcut Requirements.

17. The guidelines for park dedications and recreation areas shall be set forth in detail under "Rules and Regulations" of Homeowners Association, wherein specific details pertain to waterfront area.

18. Each owner of a lot or lots shall in the subdivision of Church Point Farm, shall automatically be a member of the subdivision's Homeowners Association and shall comply with such rules and pay such dues as are set by the Association. Membership in the Homeowners' Association is mandatory.

The Homeowners Association shall be responsible for the management and control of the common areas and all improvements or facilities thereon, and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

19. Enforcement of this declaration shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant contained herein, and such proceeding shall be to either restrain violation or to recover damages for a breach thereof. If no such proceedings be instituted within one hundred eighty (180) days of any such violation, then it shall be conclusively presumed in any legal proceedings that the violation or attempted violation has been waived by Church Point Associates, and all parties owning or having any interest in lots in the subdivision whether or not such parties have actual notice of said violation or attempted violation. The invalidation by any court of any provision herein contained shall not in any way affect any of the other provisions hereof but they shall remain in full force and effect.

20. The undersigned, Church Point Associates, and its successors, may assign

to any other corporation, association, firm or person, and references within these Restrictions to successors, assigns, designees, etc., refer to the assignment by the undersigned, Church Point Associates, of all or part of its rights under these Restrictions.

IN WITNESS WHEREOF, Church Point Associates, has caused these presents to be executed on its behalf by its duly authorized partner, this 13th day of November 1992.

CHURCH POINT ASSOCIATES, L.P.

By: [Signature]
Jahn Wallace Summs, Managing Partner

STATE OF VIRGINIA
CITY OF VIRGINIA BEACH, to-wit:

The foregoing instrument was acknowledged by Jahn Wallace Summs, Managing Partner of Church Point Associates, L.P., this 13th day of Nov. 1992.

[Signature]
Notary Public

My Commission Expires: 12-31-96

STATE OF VIRGINIA
CITY OF VIRGINIA BEACH, to-wit:

The foregoing instrument was acknowledged this _____ day of _____, 1992.

Notary Public

My Commission Expires:

RECORDED WITH
CERTIFICATE ANNEXED
93 JAN 12 PM 4: 17
9301-000-0000
VIRGINIA BEACH, VA.
TESTE: [Signature]
CLERK, CIRCUIT COURT

CHURCH POINT HOMEOWNERS ASSOCIATION, INC.

LOTS 199 THROUGH 203 THE COMMONS

CHURCH POINT FARM

Declaration of Restrictions

**DECLARATION OF RESTRICTIONS
APPLICABLE TO
CHURCH POINT FARM
SECTION THREE D-3**

THIS DECLARATION OF RESTRICTIONS, Made and entered into this 8th day of June, 1994 by the undersigned, owners in fee simple of the following described property, to-wit:

All those certain lots, pieces or parcels of land, with the buildings and improvements thereon and the appurtenances thereunto belonging, lying, situate and being in the City of Virginia Beach, Virginia, and being known, numbered and designated as Lots 199 through 203 inclusive, as shown on that certain plat entitled "SUBDIVISION OF CHURCH POINT FARM, SECTION THREE D-3 BAYSIDE BOROUGH, VIRGINIA BEACH, VIRGINIA", dated May 27, 1994, made by Kellam - Gerwitz Engineering Inc., Engineers-Surveyors-Planners, Virginia Beach, Virginia, (the "Subdivision Plat"), which Subdivision Plat is recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Map Book 257, at Page 57 .

The undersigned do hereby declare and give notice that all lots and parcels, as above referenced are subject to the following limitations, restrictions, conditions and uses to which the lots, parcels, and constituting said subdivision may be put, hereby specifying that said declarations shall constitute covenants to run with the land, as provided by law, and shall be binding upon all parties and all persons claiming under and through the undersigned grantors. This declaration is put to record for the benefit of and to impose limitations upon all future owners of lots in said subdivision but said restrictions do not apply to the undersigned grantor. This Declaration of Restrictions has the express purpose of keeping said subdivision desirable as a residential community, and uniform in architectural design so as to be suitable for use as herein specified.

It is the intent of the undersigned to reserve unto Church Point Associates or its assigns, for a period not to exceed ten (10) years from the date hereof, the absolute right to waive, amend, modify, release, relinquish or terminate any restriction, covenant or condition contained herein or set forth on the plat or subdivision of "Church Point Farm" as above referenced.

For the purpose of insuring development of CHURCH POINT FARM as a residential community of superior standards, and subject to the foregoing, the following limitations, restrictions and conditions are imposed on the use of the lots, parcels, and park dedications set forth above.

1. Whether or not provision therefore is specifically stated in any sales contract or conveyance of record made by the undersigned, Church Point Associates, the owner or occupant of each and every lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall, fence, mailbox, swimming pool, boathouse, dock, bulkhead, aerial, antenna, dog house, tool shed or any other structure of any description whatsoever shall be placed upon said lot unless and until the plans and specifications therefor and a site plan locating said structure on the lot, have been approved in writing by the undersigned, its successors or assigns. All plans, specifications and site plans shall be submitted

in duplicate, with one set to be retained by the undersigned, Church Point Associates, if approved, and shall include a floor plan drawn to scale, front elevation and a landscaping plan providing for a reasonable number of trees and shrubs in addition to any street trees or other landscaping designated by the Church Point Associates Master Landscaping Plan for the subdivision. Each such building, wall, fence, mailbox, swimming pool, boathouse, dock, bulkhead, aerial or other structure shall be placed on the premises only in accordance with the plans, specifications and siteplan so approved. Refusal of approval of plans and specifications by Church Point Associates, its successors and assigns, may be for any reason, including purely aesthetic grounds, which determination shall be in the sole and uncontrolled discretion of Church Point Associates, its successors and assigns.

No alteration in the exterior appearance of any structure shall be made without like approval. The undersigned, Church Point Associates, reserves the right to designate an individual, association or corporation to act for the Church Point Associates in the approval or rejection of such plans, to charge a reasonable fee for such review; and for the enforcement of these limitations, restrictions and conditions the said designee shall have all the power and authority as reserved to Church Point Associates for the administration, enforcement and implementation of these limitations, restrictions and conditions.

Should the undersigned, Church Point Associates, through its designee or otherwise, or its successors or assigns, fail to approve or disapprove the plans and specifications submitted to it by the owner of a lot or lots within thirty (30) days after receipt of a written request for such approval, said approval shall not be required, however, provided that no building or other structure shall be erected or be allowed to remain on any lot which violates any of the limitations, restrictions or conditions herein contained.

The undersigned, Church Point Associates, through its designee or otherwise, or its successors or assigns, shall have the right to inspect construction of any building while under construction to determine if the limitations, restrictions and conditions herein are being adhered to and shall have the right to stop any construction which does not conform to plans and specifications which have been submitted and approved as herein required.

2. No building shall be erected or allowed to remain on any numbered lot in the subdivision except one (1) single family dwelling house, for the use and occupancy of one (1) family and attendant domestic servants. All garages, porte cocheres, storage areas, tool cabins, garden houses, et cetera, must be attached to said dwelling house and be constructed so as to constitute one (1) building only. Said dwelling house shall occupy a floor area of actually and fully enclosed building, excluding attached garage or porch or porte cochere, of not less than two thousand five hundred (2,500) square feet. No lot shall be resubdivided into building sites.

3. No sign of any kind shall be displayed to the public view on any lot except one (1) sign of not more than six (6) square feet advertising the property for sale or rent, or a sign used by a builder to advertise the property during the construction and sales period. All signs must be approved as provided in paragraph 1 set forth above.

4. Nothing shall be done on any lot which may be or become an annoyance or nuisance to the neighborhood. No horses, cattle, swine, goats, poultry or fowl, or any other animal not customarily a household pet shall be kept on any lot. No manufacturing, trade, business, commerce, industry, profession or other occupation whatsoever shall be conducted or carried on upon any lot or any part thereof, or in any building or other structure erected thereon. No trash shall be allowed to

accumulate so as to be unsightly or to be a detriment to the area or a fire hazard. In the event that any owner or occupant shall fail or refuse to keep his premises free of weeds, underbrush, refuse or other unsightly growth or objects, the Church Point Associates, its successors or assigns, may enter upon said lands and remove the same at the expense of the owner.

The use of any carport, driveway or parking area which may be in front of, adjacent to, or a part of any lot in said subdivision as a habitual parking place for commercial vehicles is prohibited. The use of any driveway or parking area which may be in front of, adjacent to, or a part of any lot as a habitual parking place for boats or trailers of any kind is prohibited. The parkway (that area between the pavement and the lot line) of each lot shall not be used for the parking of private or commercial vehicles or boats or trailers. The term "commercial vehicles" shall include all motor vehicles and vehicular equipment which shall bear signs or shall have printed thereon reference to any commercial undertaking or enterprise, and all trucks.

No trailer, tent, shack, garage, barn or other outbuildings erected on any lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence; provided, however, this clause shall not be construed to prevent servants quarters being installed over an attached garage. No trailer having a height of five (5) feet or more shall be parked over twelve (12) hours in any one (1) week on any lot or driveway so as to be visible from the street.

5. All owners, family members and agents shall reduce noise levels from 2:00 p.m. Saturday until 8:00 a.m. Monday and on public holidays so that residents will not be disturbed by lawn mowing, sawing, etc. Unnecessary noises shall at all times be avoided.

6. No antenna or communication device shall be constructed on the exterior surface or roof of a home nor shall any satellite dishes be placed on the premises, without written permission of the undersigned, Church Point Associates, or its successors and assigns. No transmitting equipment or communication equipment shall be operated from the home that will in any manner interfere with standard electronic equipment, radio or television reception used in neighboring residences within the subdivision.

7. No driveway shall be constructed so as to interfere with the normal drainage of the street on which the lot fronts.

8. No lines or wires for communication or for the transmission of current or any other purposes shall be constructed, placed or permitted to be placed upon any lot unless the same shall be contained in underground conduits, and unless permission for installation of same has been specifically granted by the Church Point Associates to the party who intends to install same, through any duly recorded grant or easement.

9. Without limiting the authority of the undersigned, Church Point Associates, or its successors and assigns, to approve or disapprove plans and specifications for any reason in its sole uncontrolled discretion, including variances from the guidelines listed below, the following plan guidelines are set forth: Brick or other masonry, wood and stucco are the preferred exterior materials. Vinyl (or substitute) is not preferred. Exterior plans showing more than 20% vinyl (or substitute) shall receive careful scrutiny prior to approval. A color chart approved by the undersigned shall be used to select colors for exteriors. Earth tones are preferred. No cinder block or asbestos siding shall be allowed.

Rear-loading or side-loading garages are preferred rather than front-loading.

Crawl space foundations are preferred to slab. Wood crawl space vents are preferred.

Plumbing and roof stacks shall be in the rear of the house. Flashing, unless copper, around roof stacks, etc., shall be painted a similar color to the roof.

Mechanical equipment such as compressors, etc., shall have a privacy fence to exclude visibility from neighboring streets and properties.

Virginia Power telephone boxes, lead wires, etc., shall be painted the same color as the portion of the house to which they are attached.

No statues, monuments, bric-a-brac, or symbols, other than a house number and name of the resident, shall be displayed from that portion of the lot or home observable from the adjoining street or streets. A gas post lantern and/or sconce attached to the home and visible from the curb is required.

10. The undersigned, Church Point Associates, reserves for itself, its successors or assigns, a five (5) foot easement along the side and rear lines of each numbered lot on the plat of subdivision, unless a greater width be shown on the plat of subdivision, for public utility and drainage purposes, and any other reasonable purpose, with the right to assign the same for such uses as deemed by it necessary for the development and service of said lots or adjoining lots.

11. Each owner of a lot or lots in the subdivision which is subject to the landscaping easement as shown on the subdivision plat and recorded covenants, covenants and agrees that no building, wall, fence, mailbox, swimming pool, boathouse, dock, bulkhead, aerial, antenna, dog house, tool shed or any other structure of any description whatsoever shall be placed upon said open space, and each owner shall be responsible for the maintenance of and removal of trash from such open space abutting his property, and for the maintenance and replacement of the grass, trees, hedges, plants, shrubs or other landscaping growing naturally thereon, or as designed by Church Point Associates, and to keep such landscaping in a neat and trim condition for aesthetic purposes and so as to prevent erosion. For the purpose of perpetuating the professionally designed Master Landscaping Plan, no landscaping designed by the undersigned, Church Point Associates, shall be removed or replaced with different species or sizes of such species, without the written consent of Church Point Associates, or its designee, successors or assigns. Should any owner of a lot subject to the said landscaping easement fail to maintain said landscaping as aforesaid, then the undersigned, Church Point Associates, or its designee, successors or assigns, or any other lot owner, or their respective heirs or assigns, shall have the right to maintain said landscaping so as to conform hereto and the expense of such maintenance shall be born by the defaulting lot owner.

Each owner of a lot or lots in the subdivision which is subject to street tree or shrub designation on the Master Landscaping Plan shall plant and maintain, including replacement with same species and size, such trees or shrubs as are specified in such Landscaping Plan.

12. The undersigned, Church Point Associates, its successors and assigns, shall have the non-exclusive right, but not the obligation, to enforce these Restrictions, and shall have no liability for any failure to enforce these Restrictions. The undersigned, Church Point Associates, its successors and assigns, hereby reserves the right to enter into agreements with the owner of any lot or lots, including itself, (without the consent of the owners of other lots in the subdivision) to waive in its

entirety or to deviate from these conditions, restrictions, limitations and agreements set forth in this declaration; any such waiver or deviation shall be manifested by agreement in writing and shall not constitute a waiver of any such condition, restriction, limitation or agreement as to the remaining lots in said subdivision, and the same shall remain fully enforceable as to all other lots located in the said subdivision, by the undersigned, Church Point Associates, its successors and assigns, and by the owners of other lots except as against the lot where such deviation is permitted by such written agreement.

13. These covenants are to run with the land and shall be binding on all parties and all persons claiming under and through the grantors for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for additional ten (10) year periods unless an instrument signed by a majority of the then fee simple owners of the lots has been recorded, wherein the said majority agrees to change said covenants in whole or in part.

14. A REVIEW FEE SHALL BE PAID TO THE UNDERSIGNED, CHURCH POINT ASSOCIATES, OR SUCCESSORS OR ASSIGNS OF THE UNDERSIGNED, UPON THE SALE OR TRANSFER OF THE PROPERTY. SAID REVIEW FEE SHALL HAVE A CHARGE OF NO MORE THAN THE NORMAL ASSUMPTION FEE CHARGED BY LOCAL LENDERS. SAID REVIEW FEE IS REQUIRED IN ORDER TO ASSURE THAT PROPERTY BEING TRANSFERRED IS IN CONFORMANCE WITH THE AFORESAID RECORDED RESTRICTIONS.

15. No owner of a lot or lots with legal ownership extending into the water shall hinder or obstruct any reasonable dredging activity and channel through his property which would reasonably benefit other waterfront lots within the subdivision. The undersigned, Church Point Associates, and its successors or assigns, shall have the authority to approve or disapprove, in advance, any dredging activity pursued by one or more lot owners.

16. Any sidewalk, driveway or similar paving for ingress/egress into or out from the lot necessitating removal of the curb and gutter shall be done in accordance with the instructions as set forth in Addendum A - Sawcut Requirements.

17. The guidelines for park dedications and recreation areas shall be set forth in detail under "Rules and Regulations" of Homeowners Association, wherein specific details pertain to waterfront area.

18. Each owner of a lot or lots shall in the subdivision of Church Point Farm, shall automatically be a member of the subdivision's Homeowners Association and shall comply with such rules and pay such dues as are set by the Association. Membership in the Homeowners' Association is mandatory.

The Homeowners Association shall be responsible for the management and control of the common areas and all improvements or facilities thereon, and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

19. Enforcement of this declaration shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant contained herein, and such proceeding shall be to either restrain violation or to recover damages for a breach thereof. If no such proceedings be instituted within one hundred eighty (180) days of any such violation, then it shall be conclusively presumed in any legal proceedings that the violation or attempted violation has been waived by Church Point Associates, and all parties owning or having any interest in lots in the subdivision whether or not such parties have actual notice of said violation or attempted violation. The invalidation by any court of any provision herein contained shall not in any way affect any of the other provisions hereof but

they shall remain in full force and effect.

20. The undersigned, Church Point Associates, and its successors, may assign to any other corporation, association, firm or person, and references within these Restrictions to successors, assigns, designees, etc., refer to the assignment by the undersigned, Church Point Associates, of all or part of its rights under these Restrictions.

IN WITNESS WHEREOF, Church Point Associates, has caused these presents to be executed on its behalf by its duly authorized partner, this 12th day of June, 1994.

CHURCH POINT ASSOCIATES, L.P.

By: Jahn Wallace Summs, Managing Partner

STATE OF VIRGINIA
CITY OF VIRGINIA BEACH, to-wit:

The foregoing instrument was acknowledged by Jahn Wallace Summs, Managing Partner of Church Point Associates, L.P., this 12th day of June, 1994.

[Signature]
Notary Public

My Commission Expires: 5-30-97

STATE OF VIRGINIA
CITY OF VIRGINIA BEACH, to-wit:

The foregoing instrument was acknowledged this _____ day of _____, 1994.

Notary Public

My Commission Expires:

RECORDED WITH
CERTIFICATE ANNEXED

94 SEP 19 PH 4: 05

\$58.1-802 TAXES PAID \$ _____
VIRGINIA BEACH, VA.

TESTE: [Signature]
CLERK, CIRCUIT COURT

CHURCH POINT HOMEOWNERS ASSOCIATION, INC.

**LOTS 204 - 206 : SECTION 3 D-1
CHURCH POINT FARM**

THE COMMONS

Declaration of Restrictions

DECLARATION OF RESTRICTIONS
APPLICABLE TO
CHURCH POINT FARM
SECTION THREE D-1

THIS DECLARATION OF RESTRICTIONS, Made and entered into this 29th day of September 1993, by the undersigned, owners in fee simple of the following described property, to-wit:

All those certain lots, pieces or parcels of land, with the buildings and improvements thereon and the appurtenances thereunto belonging, lying, situate and being in the City of Virginia Beach, Virginia, and being known, numbered and designated as Lots 204, 205 and 206, inclusive, as shown on that certain plat entitled "SUBDIVISION OF CHURCH POINT FARM, SECTION THREE D-1 BAYSIDE BOROUGH, VIRGINIA BEACH, VIRGINIA", dated August 16, 1993 made by Kellam - Gerwitz Engineering Inc., Engineers-Surveyors-Planners, Virginia Beach, Virginia, (the "Subdivision Plat"), which Subdivision Plat is recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Map Book 230, at Page 65.

The undersigned do hereby declare and give notice that all lots and parcels, as above referenced are subject to the following limitations, restrictions, conditions and uses to which the lots, parcels, and constituting said subdivision may be put, hereby specifying that said declarations shall constitute covenants to run with the land, as provided by law, and shall be binding upon all parties and all persons claiming under and through the undersigned grantors. This declaration is put to record for the benefit of and to impose limitations upon all future owners of lots in said subdivision but said restrictions do not apply to the undersigned grantor. This Declaration of Restrictions has the express purpose of keeping said subdivision desirable as a residential community, and uniform in architectural design so as to be suitable for use as herein specified.

It is the intent of the undersigned to reserve unto Church Point Associates or its assigns, for a period not to exceed ten (10) years from the date hereof, the absolute right to waive, amend, modify, release, relinquish or terminate any restriction, covenant or condition contained herein or set forth on the plat or subdivision of "Church Point Farm" as above referenced.

For the purpose of insuring development of CHURCH POINT FARM as a residential community of superior standards, and subject to the foregoing, the following limitations, restrictions and conditions are imposed on the use of the lots, parcels, and park dedications set forth above.

1. Whether or not provision therefore is specifically stated in any sales contract or conveyance of record made by the undersigned, Church Point Associates, the owner or occupant of each and every lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall, fence, mailbox, swimming pool, boathouse, dock, bulkhead, aerial, antenna, dog house, tool shed or any other structure of any description whatsoever shall be placed upon said lot unless and until the plans and specifications therefor and a site plan locating said structure on the lot, have been approved in writing by the undersigned, its successors or assigns. All plans, specifications and site plans shall be submitted in duplicate, with one set to be retained by the undersigned, Church Point Associates, if approved, and shall include a floor plan drawn to scale, front elevation and a landscaping plan providing for a reasonable number of trees and shrubs in addition to any street trees or other landscaping designated by the Church Point Associates Master Landscaping Plan for the subdivision. Each such building, wall, fence, mailbox, swimming pool, boathouse, dock, bulkhead, aerial or other structure shall be placed on the premises only in accordance with the plans, specifications and siteplan so approved. Refusal of approval of plans and specifications by Church Point Associates, its successors and assigns, may be for any reason, including purely aesthetic grounds, which determination shall be in the sole and uncontrolled discretion of Church Point Associates, its successors and assigns.

No alteration in the exterior appearance of any structure shall be made without like approval. The undersigned, Church Point Associates, reserves the right to designate an individual, association or corporation to act for the Church Point Associates in the approval or rejection of such plans, to charge a reasonable fee for such review; and for the enforcement of these limitations, restrictions and conditions the said designee shall have all the power and authority as reserved to Church Point Associates for the administration, enforcement and implementation of these limitations, restrictions and conditions.

Should the undersigned, Church Point Associates, through its designee or otherwise, or its successors or assigns, fail to approve or disapprove the plans and specifications submitted to it by the owner of a lot or lots within thirty (30) days after receipt of a written request for such approval, said approval shall not be required, however, provided that no building or other structure shall be erected or be allowed to remain on any lot which violates any of the limitations, restrictions or conditions herein contained.

The undersigned, Church Point Associates, through its designee or otherwise, or its successors or assigns, shall have the right to inspect construction of any building while under construction to determine if the limitations, restrictions and conditions herein are being adhered to and shall have the right to stop any construction which does not conform to plans and specifications which have been submitted and approved as herein required.

2. No building shall be erected or allowed to remain on any numbered lot in the subdivision except one (1) single family dwelling house, for the use and occupancy of one (1) family and attendant domestic servants. All garages, porte cocheres,

storage areas, tool cabins, garden houses, et cetera, must be attached to said dwelling house and be constructed so as to constitute one (1) building only. Said dwelling house shall occupy a floor area of actually and fully enclosed building, excluding attached garage or porch or porte cochere, of not less than two thousand five hundred (2,500) square feet. No lot shall be resubdivided into building sites.

3. No sign of any kind shall be displayed to the public view on any lot except one (1) sign of not more than six (6) square feet advertising the property for sale or rent, or a sign used by a builder to advertise the property during the construction and sales period. All signs must be approved as provided in paragraph 1 set forth above.

4. Nothing shall be done on any lot which may be or become an annoyance or nuisance to the neighborhood. No horses, cattle, swine, goats, poultry or fowl, or any other animal not customarily a household pet shall be kept on any lot. No manufacturing, trade, business, commerce, industry, profession or other occupation whatsoever shall be conducted or carried on upon any lot or any part thereof, or in any building or other structure erected thereon. No trash shall be allowed to accumulate so as to be unsightly or to be a detriment to the area or a fire hazard. In the event that any owner or occupant shall fail or refuse to keep his premises free of weeds, underbrush, refuse or other unsightly growth or objects, the Church Point Associates, its successors or assigns, may enter upon said lands and remove the same at the expense of the owner.

The use of any carport, driveway or parking area which may be in front of, adjacent to, or a part of any lot in said subdivision as a habitual parking place for commercial vehicles is prohibited. The use of any driveway or parking area which may be in front of, adjacent to, or a part of any lot as a habitual parking place for boats or trailers of any kind is prohibited. The parkway (that area between the pavement and the lot line) of each lot shall not be used for the parking of private or commercial vehicles or boats or trailers. The term "commercial vehicles" shall include all motor vehicles and vehicular equipment which shall bear signs or shall have printed thereon reference to any commercial undertaking or enterprise, and all trucks.

No trailer, tent, shack, garage, barn or other outbuildings erected on any lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence; provided, however, this clause shall not be construed to prevent servants quarters being installed over an attached garage. No trailer having a height of five (5) feet or more shall be parked over twelve (12) hours in any one (1) week on any lot or driveway so as to be visible from the street.

5. All owners, family members and agents shall reduce noise levels from 2:00 p.m. Saturday until 8:00 a.m. Monday and on public holidays so that residents will not be disturbed by lawn mowing, sawing, etc. Unnecessary noises shall at all times be avoided.

6. No antenna or communication device shall be constructed on the exterior surface or roof of a home nor shall any satellite dishes be placed on the premises, without written permission of the undersigned, Church Point Associates, or its successors and assigns. No transmitting equipment or communication equipment shall be operated from the home that will in any manner interfere with standard electronic equipment, radio or television reception used in neighboring residences within the subdivision.

7. No driveway shall be constructed so as to interfere with the normal drainage of the street on which the lot fronts.

8. No lines or wires for communication or for the transmission of current or any other purposes shall be constructed, placed or permitted to be placed upon any lot unless the same shall be contained in underground conduits, and unless permission for installation of same has been specifically granted by the Church Point Associates to the party who intends to install same, through any duly recorded grant or easement.

9. Without limiting the authority of the undersigned, Church Point Associates, or its successors and assigns, to approve or disapprove plans and specifications for any reason in its sole uncontrolled discretion, including variances from the guidelines listed below, the following plan guidelines are set forth: Brick or other masonry, wood and stucco are the preferred exterior materials. Vinyl (or substitute) is not preferred. Exterior plans showing more than 20% vinyl (or substitute) shall receive careful scrutiny prior to approval. A color chart approved by the undersigned shall be used to select colors for exteriors. Earth tones are preferred. No cinder block or asbestos siding shall be allowed.

Rear-loading or side-loading garages are preferred rather than front-loading.

Crawl space foundations are preferred to slab. Wood crawl space vents are preferred.

Plumbing and roof stacks shall be in the rear of the house. Flashing, unless copper, around roof stacks, etc., shall be painted a similar color to the roof.

Mechanical equipment such as compressors, etc., shall have a privacy fence to exclude visibility from neighboring streets and properties.

Virginia Power telephone boxes, lead wires, etc., shall be painted the same color as the portion of the house to which they are attached.

No statues, monuments, bric-a-brac, or symbols, other than a house number and name of the resident, shall be displayed from that portion of the lot or home observable from the adjoining street or streets. A gas post lantern and/or sconce attached to the home and visible from the curb is required.

10. The undersigned, Church Point Associates, reserves for itself, its successors or assigns, a five (5) foot easement along the side and rear lines of each

numbered lot on the plat of subdivision, unless a greater width be shown on the plat of subdivision, for public utility and drainage purposes, and any other reasonable purpose, with the right to assign the same for such uses as deemed by it necessary for the development and service of said lots or adjoining lots.

11. Each owner of a lot or lots in the subdivision which is subject to the landscaping easement as shown on the subdivision plat and recorded covenants, covenants and agrees that no building, wall, fence, mailbox, swimming pool, boathouse, dock, bulkhead, aerial, antenna, dog house, tool shed or any other structure of any description whatsoever shall be placed upon said open space, and each owner shall be responsible for the maintenance of and removal of trash from such open space abutting his property, and for the maintenance and replacement of the grass, trees, hedges, plants, shrubs or other landscaping growing naturally thereon, or as designed by Church Point Associates, and to keep such landscaping in a neat and trim condition for aesthetic purposes and so as to prevent erosion. For the purpose of perpetuating the professionally designed Master Landscaping Plan, no landscaping designed by the undersigned, Church Point Associates, shall be removed or replaced with different species or sizes of such species, without the written consent of Church Point Associates, or its designee, successors or assigns. Should any owner of a lot subject to the said landscaping easement fail to maintain said landscaping as aforesaid, then the undersigned, Church Point Associates, or its designee, successors or assigns, or any other lot owner, or their respective heirs or assigns, shall have the right to maintain said landscaping so as to conform hereto and the expense of such maintenance shall be born by the defaulting lot owner.

Each owner of a lot or lots in the subdivision which is subject to street tree or shrub designation on the Master Landscaping Plan shall plant and maintain, including replacement with same species and size, such trees or shrubs as are specified in such Landscaping Plan.

12. The undersigned, Church Point Associates, its successors and assigns, shall have the non-exclusive right, but not the obligation, to enforce these Restrictions, and shall have no liability for any failure to enforce these Restrictions. The undersigned, Church Point Associates, its successors and assigns, hereby reserves the right to enter into agreements with the owner of any lot or lots, including itself, (without the consent of the owners of other lots in the subdivision) to waive in its entirety or to deviate from these conditions, restrictions, limitations and agreements set forth in this declaration; any such waiver or deviation shall be manifested by agreement in writing and shall not constitute a waiver of any such condition, restriction, limitation or agreement as to the remaining lots in said subdivision, and the same shall remain fully enforceable as to all other lots located in the said subdivision, by the undersigned, Church Point Associates, its successors and assigns, and by the owners of other lots except as against the lot where such deviation is permitted by such written agreement.

13. These covenants are to run with the land and shall be binding on all parties and all persons claiming under and through the grantors for a period of twenty-five (25) years from the date these covenants are recorded, after which time

said covenants shall be automatically extended for additional ten (10) year periods unless an instrument signed by a majority of the then fee simple owners of the lots has been recorded, wherein the said majority agrees to change said covenants in whole or in part.

14. A REVIEW FEE SHALL BE PAID TO THE UNDERSIGNED, CHURCH POINT ASSOCIATES, OR SUCCESSORS OR ASSIGNS OF THE UNDERSIGNED, UPON THE SALE OR TRANSFER OF THE PROPERTY. SAID REVIEW FEE SHALL HAVE A CHARGE OF NO MORE THAN THE NORMAL ASSUMPTION FEE CHARGED BY LOCAL LENDERS. SAID REVIEW FEE IS REQUIRED IN ORDER TO ASSURE THAT PROPERTY BEING TRANSFERRED IS IN CONFORMANCE WITH THE AFORESAID RECORDED RESTRICTIONS.

15. No owner of a lot or lots with legal ownership extending into the water shall hinder or obstruct any reasonable dredging activity and channel through his property which would reasonably benefit other waterfront lots within the subdivision. The undersigned, Church Point Associates, and its successors or assigns, shall have the authority to approve or disapprove, in advance, any dredging activity pursued by one or more lot owners.

16. Any sidewalk, driveway or similar paving for ingress/egress into or out from the lot necessitating removal of the curb and gutter shall be done in accordance with the instructions as set forth in Addendum A - Sawcut Requirements.

17. The guidelines for park dedications and recreation areas shall be set forth in detail under "Rules and Regulations" of Homeowners Association, wherein specific details pertain to waterfront area.

18. Each owner of a lot or lots shall in the subdivision of Church Point Farm, shall automatically be a member of the subdivision's Homeowners Association and shall comply with such rules and pay such dues as are set by the Association. Membership in the Homeowners' Association is mandatory.

The Homeowners Association shall be responsible for the management and control of the common areas and all improvements or facilities thereon, and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

19. Enforcement of this declaration shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant contained herein, and such proceeding shall be to either restrain violation or to recover damages for a breach thereof. If no such proceedings be instituted within one hundred eighty (180) days of any such violation, then it shall be conclusively presumed in any legal proceedings that the violation or attempted violation has been waived by Church Point Associates, and all parties owning or having any interest in lots in the subdivision whether or not such parties have actual notice of said violation or attempted violation. The invalidation by any court of any provision herein contained shall not in any way affect any of the other provisions hereof but they shall remain in full force and effect.

20. The undersigned, Church Point Associates, and its successors, may assign

to any other corporation, association, firm or person, and references within these Restrictions to successors, assigns, designees, etc., refer to the assignment by the undersigned, Church Point Associates, of all or part of its rights under these Restrictions.

IN WITNESS WHEREOF, Church Point Associates, has caused these presents to be executed on its behalf by its duly authorized partner, this 29th day of September, 1993.

CHURCH POINT ASSOCIATES, L.P.

By: [Signature]
Jahn Wallace Summs, Managing Partner

STATE OF VIRGINIA
CITY OF VIRGINIA BEACH, to-wit:

The foregoing instrument was acknowledged by Jahn Wallace Summs, Managing Partner of Church Point Associates, L.P., this 29th day of September, 1993.

[Signature]
Notary Public

My Commission Expires: 12-31-96

STATE OF VIRGINIA
CITY OF VIRGINIA BEACH, to-wit:

The foregoing instrument was acknowledged this _____ day of _____, 1993.

Notary Public

My Commission Expires:

RECORDED WITH
CERTIFICATE ANNEXED

93 OCT -7 PM 3:42

\$58.1-802 TAXES PAID \$ _____
VIRGINIA BEACH, VA.

TESTE: [Signature]
CLERK, CIRCUIT COURT

CHURCH POINT HOMEOWNERS ASSOCIATION, INC.

**LOTS 207 & 208 : SECTION 3E-4
CHURCH POINT FARM**

THE COMMONS

Declaration of Restrictions

DECLARATION OF RESTRICTIONS
 APPLICABLE TO
 CHURCH POINT FARM
 SECTION THREE E-4

THIS DECLARATION OF RESTRICTIONS, Made and entered into this 24th day of November 1992, by the undersigned, owners in fee simple of the following described property, to-wit:

All those certain lots, pieces or parcels of land, with the buildings and improvements thereon and the appurtenances thereunto belonging, lying, situate and being in the City of Virginia Beach, Virginia, and being known, numbered and designated as Lots 207 and 208, inclusive, as shown on that certain plat entitled "SUBDIVISION OF CHURCH POINT FARM, SECTION THREE E-4 BAYSIDE BOROUGH, VIRGINIA BEACH, VIRGINIA", dated November 20, 1992, made by Basgier and Associates, a Professional Corporation, Engineers-Surveyors-Planners, Virginia Beach, Virginia, (the "Subdivision Plat"), which Subdivision Plat is recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Map Book at Page 224

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The undersigned do hereby declare and give notice that all lots and parcels, as above referenced are subject to the following limitations, restrictions, conditions and uses to which the lots, parcels, and constituting said subdivision may be put, hereby specifying that said declarations shall constitute covenants to run with the land, as provided by law, and shall be binding upon all parties and all persons claiming under and through the undersigned grantors. This declaration is put to record for the benefit of and to impose limitations upon all future owners of lots in said subdivision but said restrictions do not apply to the undersigned grantor. This Declaration of Restrictions has the express purpose of keeping said subdivision desirable as a residential community, and uniform in architectural design so as to be suitable for use as herein specified.

It is the intent of the undersigned to reserve unto Church Point Associates or its assigns, for a period not to exceed ten (10) years from the date hereof, the absolute right to waive, amend, modify, release, relinquish or terminate any restriction, covenant or condition contained herein or set forth on the plat or subdivision of "Church Point Farm" as above referenced.

For the purpose of insuring development of CHURCH POINT FARM as a residential community of superior standards, and subject to the foregoing, the following limitations, restrictions and conditions are imposed on the use of the lots, parcels, and park dedications set forth above.

1. Whether or not provision therefore is specifically stated in any sales contract or conveyance of record made by the undersigned, Church Point Associates, the owner or occupant of each and every lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall, fence, mailbox, swimming pool, boathouse, dock, bulkhead, aerial, antenna, dog house, tool shed or any other structure of any description whatsoever shall be placed upon said lot unless and until the plans and specifications therefor and a site plan locating said structure on the lot, have been approved in writing by the undersigned, its successors or assigns. All plans, specifications and site plans shall be submitted in duplicate, with one set to be retained by the undersigned, Church Point Associates, if approved, and shall include a floor plan drawn to scale, front elevation and a landscaping plan providing for a reasonable number of trees and shrubs in addition to any street trees or other landscaping designated by the Church Point Associates Master Landscaping Plan for the subdivision. Each such building, wall, fence, mailbox, swimming pool, boathouse, dock, bulkhead, aerial or other structure shall be placed on the premises only in accordance with the plans, specifications and siteplan so approved. Refusal of approval of plans and specifications by Church Point Associates, its successors and assigns, may be for any reason, including purely aesthetic grounds, which determination shall be in the sole and uncontrolled discretion of Church Point Associates, its successors and assigns.

No alteration in the exterior appearance of any structure shall be made without like approval. The undersigned, Church Point Associates, reserves the right to designate an individual, association or corporation to act for the Church Point Associates in the approval or rejection of such plans, to charge a reasonable fee for such review; and for the enforcement of these limitations, restrictions and conditions the said designee shall have all the power and authority as reserved to Church Point Associates for the administration, enforcement and implementation of these limitations, restrictions and conditions.

Should the undersigned, Church Point Associates, through its designee or otherwise, or its successors or assigns, fail to approve or disapprove the plans and specifications submitted to it by the owner of a lot or lots within thirty (30) days after receipt of a written request for such approval, said approval shall not be required, however, provided that no building or other structure shall be erected or be allowed to remain on any lot which violates any of the limitations, restrictions or conditions herein contained.

The undersigned, Church Point Associates, through its designee or otherwise, or its successors or assigns, shall have the right to inspect construction of any building while under construction to determine if the limitations, restrictions and conditions herein are being adhered to and shall have the right to stop any construction which does not conform to plans and specifications which have been submitted and approved as herein required.

2. No building shall be erected or allowed to remain on any numbered lot in the subdivision except one (1) single family dwelling house, for the use and occupancy of one (1) family and attendant domestic servants. All garages, porte cocheres,

storage areas, tool cabins, garden houses, et cetera, must be attached to said dwelling house and be constructed so as to constitute one (1) building only. Said dwelling house shall occupy a floor area of actually and fully enclosed building, excluding attached garage or porch or porte cochere, of not less than two thousand five hundred (2,500) square feet. No lot shall be resubdivided into building sites.

3. No sign of any kind shall be displayed to the public view on any lot except one (1) sign of not more than six (6) square feet advertising the property for sale or rent, or a sign used by a builder to advertise the property during the construction and sales period. All signs must be approved as provided in paragraph 1 set forth above.

4. Nothing shall be done on any lot which may be or become an annoyance or nuisance to the neighborhood. No horses, cattle, swine, goats, poultry or fowl, or any other animal not customarily a household pet shall be kept on any lot. No manufacturing, trade, business, commerce, industry, profession or other occupation whatsoever shall be conducted or carried on upon any lot or any part thereof, or in any building or other structure erected thereon. No trash shall be allowed to accumulate so as to be unsightly or to be a detriment to the area or a fire hazard. In the event that any owner or occupant shall fail or refuse to keep his premises free of weeds, underbrush, refuse or other unsightly growth or objects, the Church Point Associates, its successors or assigns, may enter upon said lands and remove the same at the expense of the owner.

The use of any carport, driveway or parking area which may be in front of, adjacent to, or a part of any lot in said subdivision as a habitual parking place for commercial vehicles is prohibited. The use of any driveway or parking area which may be in front of, adjacent to, or a part of any lot as a habitual parking place for boats or trailers of any kind is prohibited. The parkway (that area between the pavement and the lot line) of each lot shall not be used for the parking of private or commercial vehicles or boats or trailers. The term "commercial vehicles" shall include all motor vehicles and vehicular equipment which shall bear signs or shall have printed thereon reference to any commercial undertaking or enterprise, and all trucks.

No trailer, tent, shack, garage, barn or other outbuildings erected on any lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence; provided, however, this clause shall not be construed to prevent servants quarters being installed over an attached garage. No trailer having a height of five (5) feet or more shall be parked over twelve (12) hours in any one (1) week on any lot or driveway so as to be visible from the street.

5. All owners, family members and agents shall reduce noise levels from 2:00 a.m. Saturday until 8:00 a.m. Monday and on public holidays so that residents will not be disturbed by lawn mowing, sawing, etc. Unnecessary noises shall at all times be avoided.

6. No antenna or communication device shall be constructed on the exterior surface or roof of a home nor shall any satellite dishes be placed on the premises, without written permission of the undersigned, Church Point Associates, or its successors and assigns. No transmitting equipment or communication equipment shall be operated from the home that will in any manner interfere with standard electronic equipment, radio or television reception used in neighboring residences within the subdivision.

7. No driveway shall be constructed so as to interfere with the normal drainage of the street on which the lot fronts.

8. No lines or wires for communication or for the transmission of current or any other purposes shall be constructed, placed or permitted to be placed upon any lot unless the same shall be contained in underground conduits, and unless permission for installation of same has been specifically granted by the Church Point Associates to the party who intends to install same, through any duly recorded grant or easement.

9. Without limiting the authority of the undersigned, Church Point Associates, or its successors and assigns, to approve or disapprove plans and specifications for any reason in its sole uncontrolled discretion, including variances from the guidelines listed below, the following plan guidelines are set forth: Brick or other masonry, wood and stucco are the preferred exterior materials. Vinyl (or substitute) is not preferred. Exterior plans showing more than 20% vinyl (or substitute) shall receive careful scrutiny prior to approval. A color chart approved by the undersigned shall be used to select colors for exteriors. Earth tones are preferred. No cinder block or asbestos siding shall be allowed.

Rear-loading or side-loading garages are preferred rather than front-loading.

Crawl space foundations are preferred to slab. Wood crawl space vents are preferred.

Plumbing and roof stacks shall be in the rear of the house. Flashing, unless copper, around roof stacks, etc., shall be painted a similar color to the roof.

Mechanical equipment such as compressors, etc., shall have a privacy fence to exclude visibility from neighboring streets and properties.

Virginia Power telephone boxes, lead wires, etc., shall be painted the same color as the portion of the house to which they are attached.

No statues, monuments, bric-a-brac, or symbols, other than a house number and name of the resident, shall be displayed from that portion of the lot or home observable from the adjoining street or streets. A gas post lantern and/or sconce attached to the home and visible from the curb is required.

10. The undersigned, Church Point Associates, reserves for itself, its successors or assigns, a five (5) foot easement along the side and rear lines of each

numbered lot on the plat of subdivision, unless a greater width be shown on the plat of subdivision, for public utility and drainage purposes, and any other reasonable purpose, with the right to assign the same for such uses as deemed by it necessary for the development and service of said lots or adjoining lots.

11. Each owner of a lot or lots in the subdivision which is subject to the landscaping easement as shown on the subdivision plat and recorded covenants, covenants and agrees that no building, wall, fence, mailbox, swimming pool, boathouse, dock, bulkhead, aerial, antenna, dog house, tool shed or any other structure of any description whatsoever shall be placed upon said open space, and each owner shall be responsible for the maintenance of and removal of trash from such open space abutting his property, and for the maintenance and replacement of the grass, trees, hedges, plants, shrubs or other landscaping growing naturally thereon, or as designed by Church Point Associates, and to keep such landscaping in a neat and trim condition for aesthetic purposes and so as to prevent erosion. For the purpose of perpetuating the professionally designed Master Landscaping Plan, no landscaping designed by the undersigned, Church Point Associates, shall be removed or replaced with different species or sizes of such species, without the written consent of Church Point Associates, or its designee, successors or assigns. Should any owner of a lot subject to the said landscaping easement fail to maintain said landscaping as aforesaid, then the undersigned, Church Point Associates, or its designee, successors or assigns, or any other lot owner, or their respective heirs or assigns, shall have the right to maintain said landscaping so as to conform hereto and the expense of such maintenance shall be born by the defaulting lot owner.

Each owner of a lot or lots in the subdivision which is subject to street tree or shrub designation on the Master Landscaping Plan shall plant and maintain, including replacement with same species and size, such trees or shrubs as are specified in such Landscaping Plan.

12. The undersigned, Church Point Associates, its successors and assigns, shall have the non-exclusive right, but not the obligation, to enforce these Restrictions, and shall have no liability for any failure to enforce these Restrictions. The undersigned, Church Point Associates, its successors and assigns, hereby reserves the right to enter into agreements with the owner of any lot or lots, including itself, (without the consent of the owners of other lots in the subdivision) to waive in its entirety or to deviate from these conditions, restrictions, limitations and agreements set forth in this declaration; any such waiver or deviation shall be manifested by agreement in writing and shall not constitute a waiver of any such condition, restriction, limitation or agreement as to the remaining lots in said subdivision, and the same shall remain fully enforceable as to all other lots located in the said subdivision, by the undersigned, Church Point Associates, its successors and assigns, and by the owners of other lots except as against the lot where such deviation is permitted by such written agreement.

13. These covenants are to run with the land and shall be binding on all parties and all persons claiming under and through the grantors for a period of twenty-five (25) years from the date these covenants are recorded, after which time

said covenants shall be automatically extended for additional ten (10) year periods unless an instrument signed by a majority of the then fee simple owners of the lots has been recorded, wherein the said majority agrees to change said covenants in whole or in part.

14. A REVIEW FEE SHALL BE PAID TO THE UNDERSIGNED, CHURCH POINT ASSOCIATES, OR SUCCESSORS OR ASSIGNS OF THE UNDERSIGNED, UPON THE SALE OR TRANSFER OF THE PROPERTY. SAID REVIEW FEE SHALL HAVE A CHARGE OF NO MORE THAN THE NORMAL ASSUMPTION FEE CHARGED BY LOCAL LENDERS. SAID REVIEW FEE IS REQUIRED IN ORDER TO ASSURE THAT PROPERTY BEING TRANSFERRED IS IN CONFORMANCE WITH THE AFORESAID RECORDED RESTRICTIONS.

15. No owner of a lot or lots with legal ownership extending into the water shall hinder or obstruct any reasonable dredging activity and channel through his property which would reasonably benefit other waterfront lots within the subdivision. The undersigned, Church Point Associates, and its successors or assigns, shall have the authority to approve or disapprove, in advance, any dredging activity pursued by one or more lot owners.

16. Any sidewalk, driveway or similar paving for ingress/egress into or out on the lot necessitating removal of the curb and gutter shall be done in accordance with the instructions as set forth in Addendum A - Sawcut Requirements.

17. The guidelines for park dedications and recreation areas shall be set forth in detail under "Rules and Regulations" of Homeowners Association, wherein specific details pertain to waterfront area.

18. Each owner of a lot or lots shall in the subdivision of Church Point Farm, shall automatically be a member of the subdivision's Homeowners Association and shall comply with such rules and pay such dues as are set by the Association. Membership in the Homeowners' Association is mandatory.

The Homeowners Association shall be responsible for the management and control of the common areas and all improvements or facilities thereon, and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

19. Enforcement of this declaration shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant contained herein, and such proceeding shall be to either restrain violation or to recover damages for a breach thereof. If no such proceedings be instituted within one hundred eighty (180) days of any such violation, then it shall be conclusively presumed in any legal proceedings that the violation or attempted violation has been waived by Church Point Associates, and all parties owning or having any interest in lots in the subdivision whether or not such parties have actual notice of said violation or attempted violation. The invalidation by any court of any provision herein contained shall not in any way affect any of the other provisions hereof but they shall remain in full force and effect.

20. The undersigned, Church Point Associates, and its successors, may assign

BK3169PG0964

to any other corporation, association, firm or person, and references within these Restrictions to successors, assigns, designees, etc., refer to the assignment by the undersigned, Church Point Associates, of all or part of its rights under these Restrictions.

IN WITNESS WHEREOF, Church Point Associates, has caused these presents to be executed on its behalf by its duly authorized partner, this 24th day of November, 1992.

CHURCH POINT ASSOCIATES, L.P.



By: _____
Jahn Wallace Summs, Managing Partner

STATE OF VIRGINIA
CITY OF VIRGINIA BEACH, to-wit:

The foregoing instrument was acknowledged by Jahn Wallace Summs, Managing Partner of Church Point Associates, L.P., this 24th day of November, 1992.


Notary Public

My Commission Expires: 12/31/96

STATE OF VIRGINIA
CITY OF VIRGINIA BEACH, to-wit:

The foregoing instrument was acknowledged this _____ day of _____, 1992.

Notary Public

My Commission Expires:

RECORDED WITH
CERTIFICATE ANNEXED

93 JAN -6 PM 3: 43

§58.1-601, 602, 603, 604
VIRGINIA BEACH, VA.

TESTE: 
CLERK, CIRCUIT COURT

CHURCH POINT HOMEOWNERS ASSOCIATION, INC.

**LOTS 209 - 211 : SECTION 3E-2
CHURCH POINT FARM**

THE COMMONS

Declaration of Restrictions

034631

DECLARATION OF RESTRICTIONS
APPLICABLE TO
CHURCH POINT FARM
SECTION THREE E-2

THIS DECLARATION OF RESTRICTIONS, Made and entered into this 4th day of December, 1991, by the undersigned, owners in fee simple of the following described property, to-wit:

All those certain lots, pieces or parcels of land, with the buildings and improvements therein and the appurtenances thereunto belonging, lying, situate and being in the City of Virginia Beach, Virginia, and being known, numbered and designated as Lots 209 through 211, inclusive, as shown on that certain plat entitled "SUBDIVISION OF CHURCH POINT FARM, SECTION THREE E-2, BAYSIDE BOROUGH, VIRGINIA BEACH, VIRGINIA", dated November 6, 1991, made by Basgier and Associates, a Professional Corporation, Engineers-Surveyors-Planners, Virginia Beach, Virginia, (the "Subdivision Plat"), which Subdivision Plat is recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Map Book 218, at Page 24.

The undersigned does hereby declare and give notice that all lots and parcels, as above referenced are subject to the following limitations, restrictions, conditions and uses to which the lots, parcels, and constituting said subdivision may be put, hereby specifying that said declarations shall constitute covenants to run with the land, as provided by law, and shall be binding upon all parties and all persons claiming under and through the undersigned grantors. This declaration is put to record for the benefit of and to impose limitations upon all future owners of lots in said subdivision but said restrictions do not apply to the undersigned grantor. This Declaration of Restrictions has the express purpose of keeping said subdivision desirable as a residential community, and uniform in architectural design so as to be suitable for use as herein specified.

It is the intent of the undersigned to reserve unto Church Point Associates or its assigns, for a period not to exceed ten (10) years from the date hereof, the absolute right to waive, amend, modify, release, relinquish or terminate any restriction, covenant or condition contained herein or set forth on the plat or subdivision of "Church Point Farm" as above referenced.

For the purpose of insuring development of CHURCH POINT FARM as a residential community of superior standards, and subject to the foregoing, the following limitations, restrictions and conditions are imposed on the use of the lots, parcels, and park dedications set forth above.

1. Whether or not provision therefore is specifically stated in any sales contract or conveyance of record made by the undersigned, Church Point Associates, the owner or occupant of each and every lot, by acceptance of title thereto or by

taking possession thereof, covenants and agrees that no building, wall, fence, mailbox, swimming pool, boathouse, dock, bulkhead, aerial, antenna, dog house, tool shed or any other structure of any description whatsoever shall be placed upon said lot unless and until the plans and specifications therefor and a site plan locating said structure on the lot, have been approved in writing by the undersigned, its successors or assigns. All plans, specifications and site plans shall be submitted in duplicate, with one set to be retained by the undersigned, Church Point Associates, if approved, and shall include a floor plan drawn to scale, front elevation and a landscaping plan providing for a reasonable number of trees and shrubs in addition to any street trees or other landscaping designated by the Church Point Associates Master Landscaping Plan for the subdivision. Each such building, wall, fence, mailbox, swimming pool, boathouse, dock, bulkhead, aerial or other structure shall be placed on the premises only in accordance with the plans, specifications and siteplan so approved. Refusal of approval of plans and specifications by Church Point Associates, its successors and assigns, may be for any reason, including purely aesthetic grounds, which determination shall be in the sole and uncontrolled discretion of Church Point Associates, its successors and assigns.

No alteration in the exterior appearance of any structure shall be made without like approval. The undersigned, Church Point Associates, reserves the right to designate an individual, association or corporation to act for the Church Point Associates in the approval or rejection of such plans, to charge a reasonable fee for such review; and for the enforcement of these limitations, restrictions and conditions the said designee shall have all the power and authority as reserved to Church Point Associates for the administration, enforcement and implementation of these limitations, restrictions and conditions.

Should the undersigned, Church Point Associates, through its designee or otherwise, or its successors or assigns, fail to approve or disapprove the plans and specifications submitted to it by the owner of a lot or lots within thirty (30) days after receipt of a written request for such approval, said approval shall not be required, however, provided that no building or other structure shall be erected or be allowed to remain on any lot which violates any of the limitations, restrictions or conditions herein contained.

The undersigned, Church Point Associates, through its designee or otherwise, or its successors or assigns, shall have the right to inspect construction of any building while under construction to determine if the limitations, restrictions and conditions herein are being adhered to and shall have the right to stop any construction which does not conform to plans and specifications which have been submitted and approved as herein required.

2. No building shall be erected or allowed to remain on any numbered lot in the subdivision except one (1) single family dwelling house, for the use and occupancy of one (1) family and attendant domestic servants. All garages, porte cocheres, storage areas, tool cabins, garden houses, et cetera, must be attached to said dwelling house and be constructed so as to constitute one (1) building

only. Said dwelling house shall occupy a floor area of actually and fully enclosed building, excluding attached garage or porch or porte cochere, of not less than two thousand five hundred (2,500) square feet. No lot shall be resubdivided into building sites.

3. No sign of any kind shall be displayed to the public view on any lot except one (1) sign of not more than six (6) square feet advertising the property for sale or rent, or a sign used by a builder to advertise the property during the construction and sales period. All signs must be approved as provided in paragraph 1 set forth above.

4. Nothing shall be done on any lot which may be or become an annoyance or nuisance to the neighborhood. No horses, cattle, swine, goats, poultry or fowl, or any other animal not customarily a household pet shall be kept on any lot. No manufacturing, trade, business, commerce, industry, profession or other occupation whatsoever shall be conducted or carried on upon any lot or any part thereof, or in any building or other structure erected thereon. No trash shall be allowed to accumulate so as to be unsightly or to be a detriment to the area or a fire hazard. In the event that any owner or occupant shall fail or refuse to keep his premises free of weeds, underbrush, refuse or other unsightly growth or objects, the Church Point Associates, its successors or assigns, may enter upon said lands and remove the same at the expense of the owner.

The use of any carport, driveway or parking area which may be in front of, adjacent to, or a part of any lot in said subdivision as a habitual parking place for commercial vehicles is prohibited. The use of any driveway or parking area which may be in front of, adjacent to, or a part of any lot as a habitual parking place for boats or trailers of any kind is prohibited. The parkway (that area between the pavement and the lot line) of each lot shall not be used for the parking of private or commercial vehicles or boats or trailers. The term "commercial vehicles" shall include all motor vehicles and vehicular equipment which shall bear signs or shall have printed thereon reference to any commercial undertaking or enterprise, and all trucks.

No trailer, tent, shack, garage, barn or other outbuildings erected on any lot shall at any time be used as a residence, temporarily or permanently. nor shall any structure of a temporary character be used as a residence; provided, however, this clause shall not be construed to prevent servants quarters being installed over an attached garage. No trailer having a height of five (5) feet or more shall be parked over twelve (12) hours in any one (1) week on any lot or driveway so as to be visible from the street.

5. All owners, family members and agents shall reduce noise levels from 2:00 p.m. Saturday until 8:00 a.m. Monday and on public holidays so that residents will not be disturbed by lawn mowing, sawing, etc. Unnecessary noises shall at all times be avoided.

6. No antenna or communication device shall be constructed on the exterior

surface or roof of a home nor shall any satellite dishes be placed on the premises, without written permission of the undersigned, Church Point Associates, or its successors and assigns. No transmitting equipment or communication equipment shall be operated from the home that will in any manner interfere with standard electronic equipment, radio or television reception used in neighboring residences within the subdivision.

7. No driveway shall be constructed so as to interfere with the normal drainage of the street on which the lot fronts.

8. No lines or wires for communication or for the transmission of current or any other purposes shall be constructed, placed or permitted to be placed upon any lot unless the same shall be contained in underground conduits, and unless permission for installation of same has been specifically granted by the Church Point Associates to the party who intends to install same, through any duly recorded grant or easement.

9. Without limiting the authority of the undersigned, Church Point Associates, or its successors and assigns, to approve or disapprove plans and specifications for any reason in its sole uncontrolled discretion, including variances from the guidelines listed below, the following plan guidelines are set forth: Brick or other masonry, wood and stucco are the preferred exterior materials. Vinyl (or substitute) is not preferred. Exterior plans showing more than 20% vinyl (or substitute) shall receive careful scrutiny prior to approval. A color chart approved by the undersigned shall be used to select colors for exteriors. Earth tones are preferred. No cinder block or asbestos siding shall be allowed.

Rear-loading or side-loading garages are preferred rather than front-loading.

Crawl space foundations are preferred to slab. Wood crawl space vents are preferred.

Plumbing and roof stacks shall be in the rear of the house. Flashing, unless copper, around roof stacks, etc., shall be painted a similar color to the roof.

Mechanical equipment such as compressors, etc., shall have a privacy fence to exclude visibility from neighboring streets and properties.

Virginia Power telephone boxes, lead wires, etc., shall be painted the same color as the portion of the house to which they are attached.

No statues, monuments, bric-a-brac, or symbols, other than a house number and name of the resident, shall be displayed from that portion of the lot or home observable from the adjoining street or streets. A gas post lattern and/or sconce attached to the home and visible from the curb is required.

10. The undersigned, Church Point Associates, reserves for itself, its

successors or assigns, a five (5) foot easement along the side and rear lines of each numbered lot on the plat of subdivision, unless a greater width be shown on the plat of subdivision, for public utility and drainage purposes, and any other reasonable purpose, with the right to assign the same for such uses as deemed by it necessary for the development and service of said lots or adjoining lots.

11. Each owner of a lot or lots in the subdivision which is subject to the landscaping easement as shown on the subdivision plat and recorded covenants, covenants and agrees that no building, wall, fence, mailbox, swimming pool, boathouse, dock, bulkhead, aerial, antenna, dog house, tool shed or any other structure of any description whatsoever shall be placed upon said open space, and each owner shall be responsible for the maintenance of and removal of trash from such open space abutting his property, and for the maintenance and replacement of the grass, trees, hedges, plants, shrubs or other landscaping growing naturally thereon, or as designed by Church Point Associates, and to keep such landscaping in a neat and trim condition for aesthetic purposes and so as to prevent erosion. For the purpose of perpetuating the professionally designed Master Landscaping Plan, no landscaping designed by the undersigned, Church Point Associates, shall be removed or replaced with different species or sizes of such species, without the written consent of Church Point Associates, or its designee, successors or assigns. Should any owner of a lot subject to the said landscaping easement fail to maintain said landscaping as aforesaid, then the undersigned, Church Point Associates, or its designee, successors or assigns, or any other lot owner, or their respective heirs or assigns, shall have the right to maintain said landscaping so as to conform hereto and the expense of such maintenance shall be born by the defaulting lot owner.

Each owner of a lot or lots in the subdivision which is subject to street tree or shrub designation on the Master Landscaping Plan shall plant and maintain, including replacement with same species and size, such trees or shrubs as are specified in such Landscaping Plan.

12. The undersigned, Church Point Associates, its successors and assigns, shall have the non-exclusive right, but not the obligation, to enforce these Restrictions, and shall have no liability for any failure to enforce these Restrictions. The undersigned, Church Point Associates, its successors and assigns, hereby reserves the right to enter into agreements with the owner of any lot or lots, including itself, (without the consent of the owners of other lots in the subdivision) to waive in its entirety or to deviate from these conditions, restrictions, limitations and agreements set forth in this declaration; any such waiver or deviation shall be manifested by agreement in writing and shall not constitute a waiver of any such condition, restriction, limitation or agreement as to the remaining lots in said subdivision, and the same shall remain fully enforceable as to all other lots located in the said subdivision, by the undersigned, Church Point Associates, its successors and assigns, and by the owners of other lots except as against the lot where such deviation is permitted by such written agreement.

13. These covenants are to run with the land and shall be binding on all parties and all persons claiming under and through the grantors for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for additional ten (10) year periods unless an instrument signed by a majority of the then fee simple owners of the lots has been recorded, wherein the said majority agrees to change said covenants in whole or in part.

14. A REVIEW FEE SHALL BE PAID TO THE UNDERSIGNED, CHURCH POINT ASSOCIATES, OR SUCCESSORS OR ASSIGNS OF THE UNDERSIGNED, UPON THE SALE OR TRANSFER OF THE PROPERTY. SAID REVIEW FEE SHALL HAVE A CHARGE OF NO MORE THAN THE NORMAL ASSUMPTION FEE CHARGED BY LOCAL LENDERS. SAID REVIEW FEE IS REQUIRED IN ORDER TO ASSURE THAT PROPERTY BEING TRANSFERRED IS IN CONFORMANCE WITH THE AFORESAID RECORDED RESTRICTIONS.

15. No owner of a lot or lots with legal ownership extending into the water shall hinder or obstruct any reasonable dredging activity and channel through his property which would reasonably benefit other waterfront lots within the subdivision. The undersigned, Church Point Associates, and its successors or assigns, shall have the authority to approve or disapprove, in advance, any dredging activity pursued by one or more lot owners.

16. Any sidewalk, driveway or similar paving for ingress/egress into or out from the lot necessitating removal of the curb and gutter shall be done in accordance with the instructions as set forth in Addendum A - Sawcut Requirements.

17. The guidelines for park dedications and recreation areas shall be set forth in detail under "Rules and Regulations" of Homeowners Association, wherein specific details pertain to waterfront area.

18. Each owner of a lot or lots shall in the subdivision of Church Point Farm, shall automatically be a member of the subdivision's Homeowners Association and shall comply with such rules and pay such dues as are set by the Association. Membership in the Homeowners' Association is mandantory.

The Homeowners Association shall be responsible for the management and control of the common areas and all improvements or facilities thereon, and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

19. Enforcement of this declaration shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant contained herein, and such proceeding shall be to either restrain violation or to recover damages for a breach thereof. If no such proceedings be instituted within one hundred eighty (180) days of any such violation, then it shall be conclusively presumed in any legal proceedings that the violation or attempted violation has been waived by Church Point Associates, and all parties owning or having any interest in lots in the subdivision whether or not such parties have actual notice of said violation or attempted violation. The

invalidation by any court of any provision herein contained shall not in any way affect any of the other provisions hereof but they shall remain in full force and effect.

20. The undersigned, Church Point Associates, and its successors, may assign any and all of its rights, powers, obligations and privileges under this instrument to any other corporation, association, firm or person, and references within these Restrictions to successors, assigns, designees, etc., refer to the assignment by the undersigned, Church Point Associates, of all or part of its rights under these Restrictions.

IN WITNESS WHEREOF, Church Point Associates, L.P., has caused these presents to be executed on its behalf by its duly authorized partner, this 11th day of December, 1991.

CHURCH POINT ASSOCIATES, L.P.

By: Richard C. Burroughs
Richard C. Burroughs
Managing Partner

STATE OF VIRGINIA
CITY OF VIRGINIA BEACH, to-wit:

The foregoing instrument was acknowledged by Richard C. Burroughs, Managing Partner of Church Point Associates, L.P., this 11th day of December, 1991.

Richard C. Burroughs
Notary Public

My Commission Expires: 2/3/93

VIRGINIA In the Clerk's Office of the Circuit Court of Virginia Beach 13 day of Dec 19 91 at 9:53 this instrument was received and upon the certificate of acknowledgment thereto annexed, admitted to record. The tax imposed by §58.1-802 of the Code, has been paid, in the amount of \$

TESTE: J. CURTIS FRUIT, Clerk

By: Richard C. Burroughs D. C.

CHURCH POINT HOMEOWNERS ASSOCIATION, INC.

LOTS 221 - 233, THE COMMONS

CHURCH POINT FARM

0042201

BK 3297PG 1765

DECLARATION OF RESTRICTIONS
APPLICABLE TO
CHURCH POINT FARM
SECTION THREE D-2

THIS DECLARATION OF RESTRICTIONS, Made and entered into this 29th day of September 1993, by the undersigned, owners in fee simple of the following described property, to-wit:

All those certain lots, pieces or parcels of land, with the buildings and improvements thereon and the appurtenances thereunto belonging, lying, situate and being in the City of Virginia Beach, Virginia, and being known, numbered and designated as Lots 221 through 233, inclusive, as shown on that certain plat entitled "SUBDIVISION OF CHURCH POINT FARM, SECTION THREE D-2 BAYSIDE BOROUGH, VIRGINIA BEACH, VIRGINIA", dated September 14, 1993 made by Kellam - Gerwitz Engineering Inc., Engineers-Surveyors-Planners, Virginia Beach, Virginia, (the "Subdivision Plat"), which Subdivision Plat is recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia, in Map Book 231, at Page 62

The undersigned do hereby declare and give notice that all lots and parcels, as above referenced are subject to the following limitations, restrictions, conditions and uses to which the lots, parcels, and constituting said subdivision may be put, hereby specifying that said declarations shall constitute covenants to run with the land, as provided by law, and shall be binding upon all parties and all persons claiming under and through the undersigned grantors. This declaration is put to record for the benefit of and to impose limitations upon all future owners of lots in said subdivision but said restrictions do not apply to the undersigned grantor. This Declaration of Restrictions has the express purpose of keeping said subdivision desirable as a residential community, and uniform in architectural design so as to be suitable for use as herein specified.

It is the intent of the undersigned to reserve unto Church Point Associates or its assigns, for a period not to exceed ten (10) years from the date hereof, the absolute right to waive, amend, modify, release, relinquish or terminate any restriction, covenant or condition contained herein or set forth on the plat or subdivision of "Church Point Farm" as above referenced.

For the purpose of insuring development of CHURCH POINT FARM as a residential community of superior standards, and subject to the foregoing, the following limitations, restrictions and conditions are imposed on the use of the lots, parcels, and park dedications set forth above.

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1. Whether or not provision therefore is specifically stated in any sales contract or conveyance of record made by the undersigned, Church Point Associates, the owner or occupant of each and every lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall, fence, mailbox, swimming pool, boathouse, dock, bulkhead, aerial, antenna, dog house, tool shed or any other structure of any description whatsoever shall be placed upon said lot unless and until the plans and specifications therefor and a site plan locating said structure on the lot, have been approved in writing by the undersigned, its successors or assigns. All plans, specifications and site plans shall be submitted in duplicate, with one set to be retained by the undersigned, Church Point Associates, if approved, and shall include a floor plan drawn to scale, front elevation and a landscaping plan providing for a reasonable number of trees and shrubs in addition to any street trees or other landscaping designated by the Church Point Associates Master Landscaping Plan for the subdivision. Each such building, wall, fence, mailbox, swimming pool, boathouse, dock, bulkhead, aerial or other structure shall be placed on the premises only in accordance with the plans, specifications and siteplan so approved. Refusal of approval of plans and specifications by Church Point Associates, its successors and assigns, may be for any reason, including purely aesthetic grounds, which determination shall be in the sole and uncontrolled discretion of Church Point Associates, its successors and assigns.

No alteration in the exterior appearance of any structure shall be made without like approval. The undersigned, Church Point Associates, reserves the right to designate an individual, association or corporation to act for the Church Point Associates in the approval or rejection of such plans, to charge a reasonable fee for such review; and for the enforcement of these limitations, restrictions and conditions the said designee shall have all the power and authority as reserved to Church Point Associates for the administration, enforcement and implementation of these limitations, restrictions and conditions.

Should the undersigned, Church Point Associates, through its designee or otherwise, or its successors or assigns, fail to approve or disapprove the plans and specifications submitted to it by the owner of a lot or lots within thirty (30) days after receipt of a written request for such approval, said approval shall not be required, however, provided that no building or other structure shall be erected or be allowed to remain on any lot which violates any of the limitations, restrictions or conditions herein contained.

The undersigned, Church Point Associates, through its designee or otherwise, or its successors or assigns, shall have the right to inspect construction of any building while under construction to determine if the limitations, restrictions and conditions herein are being adhered to and shall have the right to stop any construction which does not conform to plans and specifications which have been submitted and approved as herein required.

2. No building shall be erected or allowed to remain on any numbered lot in the subdivision except one (1) single family dwelling house, for the use and occupancy of one (1) family and attendant domestic servants. All garages, porte cocheres,

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storage areas, tool cabins, garden houses, et cetera, must be attached to said dwelling house and be constructed so as to constitute one (1) building only. Said dwelling house shall occupy a floor area of actually and fully enclosed building, excluding attached garage or porch or porte cochere, of not less than two thousand five hundred (2,500) square feet. No lot shall be resubdivided into building sites.

3. No sign of any kind shall be displayed to the public view on any lot except one (1) sign of not more than six (6) square feet advertising the property for sale or rent, or a sign used by a builder to advertise the property during the construction and sales period. All signs must be approved as provided in paragraph 1 set forth above.

4. Nothing shall be done on any lot which may be or become an annoyance or nuisance to the neighborhood. No horses, cattle, swine, goats, poultry or fowl, or any other animal not customarily a household pet shall be kept on any lot. No manufacturing, trade, business, commerce, industry, profession or other occupation whatsoever shall be conducted or carried on upon any lot or any part thereof, or in any building or other structure erected thereon. No trash shall be allowed to accumulate so as to be unsightly or to be a detriment to the area or a fire hazard. In the event that any owner or occupant shall fail or refuse to keep his premises free of weeds, underbrush, refuse or other unsightly growth or objects, the Church Point Associates, its successors or assigns, may enter upon said lands and remove the same at the expense of the owner.

The use of any carport, driveway or parking area which may be in front of, adjacent to, or a part of any lot in said subdivision as a habitual parking place for commercial vehicles is prohibited. The use of any driveway or parking area which may be in front of, adjacent to, or a part of any lot as a habitual parking place for boats or trailers of any kind is prohibited. The parkway (that area between the pavement and the lot line) of each lot shall not be used for the parking of private or commercial vehicles or boats or trailers. The term "commercial vehicles" shall include all motor vehicles and vehicular equipment which shall bear signs or shall have printed thereon reference to any commercial undertaking or enterprise, and all trucks.

No trailer, tent, shack, garage, barn or other outbuildings erected on any lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence; provided, however, this clause shall not be construed to prevent servants quarters being installed over an attached garage. No trailer having a height of five (5) feet or more shall be parked over twelve (12) hours in any one (1) week on any lot or driveway so as to be visible from the street.

5. All owners, family members and agents shall reduce noise levels from 2:00 p.m. Saturday until 8:00 a.m. Monday and on public holidays so that residents will not be disturbed by lawn mowing, sawing, etc. Unnecessary noises shall at all times be avoided.

BK 3297PG1768

5. No antenna or communication device shall be constructed on the exterior surface or roof of a home nor shall any satellite dishes be placed on the premises, without written permission of the undersigned, Church Point Associates, or its successors and assigns. No transmitting equipment or communication equipment shall be operated from the home that will in any manner interfere with standard electronic equipment, radio or television reception used in neighboring residences within the subdivision.

7. No driveway shall be constructed so as to interfere with the normal drainage of the street on which the lot fronts.

8. No lines or wires for communication or for the transmission of current or any other purposes shall be constructed, placed or permitted to be placed upon any lot unless the same shall be contained in underground conduits, and unless permission for installation of same has been specifically granted by the Church Point Associates to the party who intends to install same, through any duly recorded grant or easement.

9. Without limiting the authority of the undersigned, Church Point Associates, or its successors and assigns, to approve or disapprove plans and specifications for any reason in its sole uncontrolled discretion, including variances from the guidelines listed below, the following plan guidelines are set forth: Brick or other masonry, wood and stucco are the preferred exterior materials. Vinyl (or substitute) is not preferred. Exterior plans showing more than 20% vinyl (or substitute) shall receive careful scrutiny prior to approval. A color chart approved by the undersigned shall be used to select colors for exteriors. Earth tones are preferred. No cinder block or asbestos siding shall be allowed.

Rear-loading or side-loading garages are preferred rather than front-loading.

Crawl space foundations are preferred to slab. Wood crawl space vents are preferred.

Plumbing and roof stacks shall be in the rear of the house. Flashing, unless copper, around roof stacks, etc., shall be painted a similar color to the roof.

Mechanical equipment such as compressors, etc., shall have a privacy fence to exclude visibility from neighboring streets and properties.

Virginia Power telephone boxes, lead wires, etc., shall be painted the same color as the portion of the house to which they are attached.

No statues, monuments, bric-a-brac, or symbols, other than a house number and name of the resident, shall be displayed from that portion of the lot or home observable from the adjoining street or streets. A gas post lantern and/or sconce attached to the home and visible from the curb is required.

10. The undersigned, Church Point Associates, reserves for itself, its successors or assigns, a five (5) foot easement along the side and rear lines of each

BK 3297PG1769

numbered lot on the plat of subdivision, unless a greater width be shown on the plat of subdivision, for public utility and drainage purposes, and any other reasonable purpose, with the right to assign the same for such uses as deemed by it necessary for the development and service of said lots or adjoining lots.

11. Each owner of a lot or lots in the subdivision which is subject to the landscaping easement as shown on the subdivision plat and recorded covenants, covenants and agrees that no building, wall, fence, mailbox, swimming pool, boathouse, dock, bulkhead, aerial, antenna, dog house, tool shed or any other structure of any description whatsoever shall be placed upon said open space, and each owner shall be responsible for the maintenance of and removal of trash from such open space abutting his property, and for the maintenance and replacement of the grass, trees, hedges, plants, shrubs or other landscaping growing naturally thereon, or as designed by Church Point Associates, and to keep such landscaping in a neat and trim condition for aesthetic purposes and so as to prevent erosion. For the purpose of perpetuating the professionally designed Master Landscaping Plan, no landscaping designed by the undersigned, Church Point Associates, shall be removed or replaced with different species or sizes of such species, without the written consent of Church Point Associates, or its designee, successors or assigns. Should any owner of a lot subject to the said landscaping easement fail to maintain said landscaping as aforesaid, then the undersigned, Church Point Associates, or its designee, successors or assigns, or any other lot owner, or their respective heirs or assigns, shall have the right to maintain said landscaping so as to conform hereto and the expense of such maintenance shall be born by the defaulting lot owner.

Each owner of a lot or lots in the subdivision which is subject to street tree or shrub designation on the Master Landscaping Plan shall plant and maintain, including replacement with same species and size, such trees or shrubs as are specified in such Landscaping Plan.

12. The undersigned, Church Point Associates, its successors and assigns, shall have the non-exclusive right, but not the obligation, to enforce these Restrictions, and shall have no liability for any failure to enforce these Restrictions. The undersigned, Church Point Associates, its successors and assigns, hereby reserves the right to enter into agreements with the owner of any lot or lots, including itself, (without the consent of the owners of other lots in the subdivision) to waive in its entirety or to deviate from these conditions, restrictions, limitations and agreements set forth in this declaration; any such waiver or deviation shall be manifested by agreement in writing and shall not constitute a waiver of any such condition, restriction, limitation or agreement as to the remaining lots in said subdivision, and the same shall remain fully enforceable as to all other lots located in the said subdivision, by the undersigned, Church Point Associates, its successors and assigns, and by the owners of other lots except as against the lot where such deviation is permitted by such written agreement.

13. These covenants are to run with the land and shall be binding on all parties and all persons claiming under and through the grantors for a period of twenty-five (25) years from the date these covenants are recorded, after which time

BK 3297PG1770

said covenants shall be automatically extended for additional ten (10) year periods unless an instrument signed by a majority of the then fee simple owners of the lots has been recorded, wherein the said majority agrees to change said covenants in whole or in part.

14. A REVIEW FEE SHALL BE PAID TO THE UNDERSIGNED, CHURCH POINT ASSOCIATES, OR SUCCESSORS OR ASSIGNS OF THE UNDERSIGNED, UPON THE SALE OR TRANSFER OF THE PROPERTY. SAID REVIEW FEE SHALL HAVE A CHARGE OF NO MORE THAN THE NORMAL ASSUMPTION FEE CHARGED BY LOCAL LENDERS. SAID REVIEW FEE IS REQUIRED IN ORDER TO ASSURE THAT PROPERTY BEING TRANSFERRED IS IN CONFORMANCE WITH THE AFORESAID RECORDED RESTRICTIONS.

15. No owner of a lot or lots with legal ownership extending into the water shall hinder or obstruct any reasonable dredging activity and channel through his property which would reasonably benefit other waterfront lots within the subdivision. The undersigned, Church Point Associates, and its successors or assigns, shall have the authority to approve or disapprove, in advance, any dredging activity pursued by one or more lot owners.

16. Any sidewalk, driveway or similar paving for ingress/egress into or out from the lot necessitating removal of the curb and gutter shall be done in accordance with the instructions as set forth in Addendum A - Sawcut Requirements.

17. The guidelines for park dedications and recreation areas shall be set forth in detail under "Rules and Regulations" of Homeowners Association, wherein specific details pertain to waterfront area.

18. Each owner of a lot or lots shall in the subdivision of Church Point Farm, shall automatically be a member of the subdivision's Homeowners Association and shall comply with such rules and pay such dues as are set by the Association. Membership in the Homeowners' Association is mandatory.

The Homeowners Association shall be responsible for the management and control of the common areas and all improvements or facilities thereon, and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

19. Enforcement of this declaration shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant contained herein, and such proceeding shall be to either restrain violation or to recover damages for a breach thereof. If no such proceedings be instituted within one hundred eighty (180) days of any such violation, then it shall be conclusively presumed in any legal proceedings that the violation or attempted violation has been waived by Church Point Associates, and all parties owning or having any interest in lots in the subdivision whether or not such parties have actual notice of said violation or attempted violation. The invalidation by any court of any provision herein contained shall not in any way affect any of the other provisions hereof but they shall remain in full force and effect.

20. The undersigned, Church Point Associates, and its successors, may assign

BK 3297PG1771

to any other corporation, association, firm or person, and references within these Restrictions to successors, assigns, designees, etc., refer to the assignment by the undersigned, Church Point Associates, of all or part of its rights under these Restrictions.

IN WITNESS WHEREOF, Church Point Associates, has caused these presents to be executed on its behalf by its duly authorized partner, this 1st day of November, 1993.

CHURCH POINT ASSOCIATES, L.P.

By: [Signature]
Jahn Wallace Summs, Managing Partner

STATE OF VIRGINIA
CITY OF VIRGINIA BEACH, to-wit:

The foregoing instrument was acknowledged by Jahn Wallace Summs, Managing Partner of Church Point Associates, L.P., this 1st day of November, 1993.

[Signature]
Notary Public

My Commission Expires:

STATE OF VIRGINIA
CITY OF VIRGINIA BEACH, to-wit:

The foregoing instrument was acknowledged this _____ day of _____, 1993.

Notary Public

My Commission Expires:

RECORDED WITH
CERTIFICATE ANNEXED
93 NOV -9 PM 3: 08

\$58.1-802 TAXES PAID \$
VIRGINIA BEACH, VA
TESTE: [Signature]
CLERK, CIRCUIT COURT

CHURCH POINT HOMEOWNERS ASSOCIATION, INC.

**LOTS 249 - 259 : SECTION 3E-1
CHURCH POINT FARM**

THE COMMONS

Declaration of Restrictions

only. Said dwelling house shall occupy a floor area of actually and fully enclosed building, excluding attached garage or porch or porte cochere, of not less than two thousand five hundred (2,500) square feet. No lot shall be resubdivided into building sites.

3. No sign of any kind shall be displayed to the public view on any lot except one (1) sign of not more than six (6) square feet advertising the property for sale or rent, or a sign used by a builder to advertise the property during the construction and sales period. All signs must be approved as provided in paragraph 1 set forth above.

4. Nothing shall be done on any lot which may be or become an annoyance or nuisance to the neighborhood. No horses, cattle, swine, goats, poultry or fowl, or any other animal not customarily a household pet shall be kept on any lot. No manufacturing, trade, business, commerce, industry, profession or other occupation whatsoever shall be conducted or carried on upon any lot or any part thereof, or in any building or other structure erected thereon. No trash shall be allowed to accumulate so as to be unsightly or to be a detriment to the area or a fire hazard. In the event that any owner or occupant shall fail or refuse to keep his premises free of weeds, underbrush, refuse or other unsightly growth or objects, the Church Point Associates, its successors or assigns, may enter upon said lands and remove the same at the expense of the owner.

The use of any carport, driveway or parking area which may be in front of, adjacent to, or a part of any lot in said subdivision as a habitual parking place for commercial vehicles is prohibited. The use of any driveway or parking area which may be in front of, adjacent to, or a part of any lot as a habitual parking place for boats or trailers of any kind is prohibited. The parkway (that area between the pavement and the lot line) of each lot shall not be used for the parking of private or commercial vehicles or boats or trailers. The term "commercial vehicles" shall include all motor vehicles and vehicular equipment which shall bear signs or shall have printed thereon reference to any commercial undertaking or enterprise, and all trucks.

No trailer, tent, shack, garage, barn or other outbuildings erected on any lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence; provided, however, this clause shall not be construed to prevent servants quarters being installed over an attached garage. No trailer having a height of five (5) feet or more shall be parked over twelve (12) hours in any one (1) week on any lot or driveway so as to be visible from the street.

5. All owners, family members and agents shall reduce noise levels from 2:00 p.m. Saturday until 8:00 a.m. Monday and on public holidays so that residents will not be disturbed by lawn mowing, sawing, etc. Unnecessary noises shall at all times be avoided.

6. No antenna or communication device shall be constructed on the exterior

surface or roof of a home nor shall any satellite dishes be placed on the premises, without written permission of the undersigned, Church Point Associates, or its successors and assigns. No transmitting equipment or communication equipment shall be operated from the home that will in any manner interfere with standard electronic equipment, radio or television reception used in neighboring residences within the subdivision.

7. No driveway shall be constructed so as to interfere with the normal drainage of the street on which the lot fronts.

8. No lines or wires for communication or for the transmission of current or any other purposes shall be constructed, placed or permitted to be placed upon any lot unless the same shall be contained in underground conduits, and unless permission for installation of same has been specifically granted by the Church Point Associates to the party who intends to install same, through any duly recorded grant or easement.

9. Without limiting the authority of the undersigned, Church Point Associates, or its successors and assigns, to approve or disapprove plans and specifications for any reason in its sole uncontrolled discretion, including variances from the guidelines listed below, the following plan guidelines are set forth: Brick or other masonry, wood and stucco are the preferred exterior materials. Vinyl (or substitute) is not preferred. Exterior plans showing more than 20% vinyl (or substitute) shall receive careful scrutiny prior to approval. A color chart approved by the undersigned shall be used to select colors for exteriors. Earth tones are preferred. No cinder block or asbestos siding shall be allowed.

Rear-loading or side-loading garages are preferred rather than front-loading.

Crawl space foundations are preferred to slab. Wood crawl space vents are preferred.

Plumbing and roof stacks shall be in the rear of the house. Flashing, unless copper, around roof stacks, etc., shall be painted a similar color to the roof.

Mechanical equipment such as compressors, etc., shall have a privacy fence to exclude visibility from neighboring streets and properties.

Virginia Power telephone boxes, lead wires, etc., shall be painted the same color as the portion of the house to which they are attached.

No statues, monuments, bric-a-brac, or symbols, other than a house number and name of the resident, shall be displayed from that portion of the lot or home observable from the adjoining street or streets. A gas post lattern and/or sconce- attached to the home and visible from the curb is required.

10. The undersigned, Church Point Associates, reserves for itself, its

successors or assigns, a five (5) foot easement along the side and rear lines of each numbered lot on the plat of subdivision, unless a greater width be shown on the plat of subdivision, for public utility and drainage purposes, and any other reasonable purpose, with the right to assign the same for such uses as deemed by it necessary for the development and service of said lots or adjoining lots.

11. Each owner of a lot or lots in the subdivision which is subject to the landscaping easement as shown on the subdivision plat and recorded covenants, covenants and agrees that no building, wall, fence, mailbox, swimming pool, boathouse, dock, bulkhead, aerial, antenna, dog house, tool shed or any other structure of any description whatsoever shall be placed upon said open space, and each owner shall be responsible for the maintenance of and removal of trash from such open space abutting his property, and for the maintenance and replacement of the grass, trees, hedges, plants, shrubs or other landscaping growing naturally thereon, or as designed by Church Point Associates, and to keep such landscaping in a neat and trim condition for aesthetic purposes and so as to prevent erosion. For the purpose of perpetuating the professionally designed Master Landscaping Plan, no landscaping designed by the undersigned, Church Point Associates, shall be removed or replaced with different species or sizes of such species, without the written consent of Church Point Associates, or its designee, successors or assigns. Should any owner of a lot subject to the said landscaping easement fail to maintain said landscaping as aforesaid, then the undersigned, Church Point Associates, or its designee, successors or assigns, or any other lot owner, or their respective heirs or assigns, shall have the right to maintain said landscaping so as to conform hereto and the expense of such maintenance shall be born by the defaulting lot owner.

Each owner of a lot or lots in the subdivision which is subject to street tree or shrub designation on the Master Landscaping Plan shall plant and maintain, including replacement with same species and size, such trees or shrubs as are specified in such Landscaping Plan.

12. The undersigned, Church Point Associates, its successors and assigns, shall have the non-exclusive right, but not the obligation, to enforce these Restrictions, and shall have no liability for any failure to enforce these Restrictions. The undersigned, Church Point Associates, its successors and assigns, hereby reserves the right to enter into agreements with the owner of any lot or lots, including itself, (without the consent of the owners of other lots in the subdivision) to waive in its entirety or to deviate from these conditions, restrictions, limitations and agreements set forth in this declaration; any such waiver or deviation shall be manifested by agreement in writing and shall not constitute a waiver of any such condition, restriction, limitation or agreement as to the remaining lots in said subdivision, and the same shall remain fully enforceable as to all other lots located in the said subdivision, by the undersigned, Church Point Associates, its successors and assigns, and by the owners of other lots except as against the lot where such deviation is permitted by such written agreement.

13. These covenants are to run with the land and shall be binding on all parties and all persons claiming under and through the grantors for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for additional ten (10) year periods unless an instrument signed by a majority of the then fee simple owners of the lots has been recorded, wherein the said majority agrees to change said covenants in whole or in part.

14. A REVIEW FEE SHALL BE PAID TO THE UNDERSIGNED, CHURCH POINT ASSOCIATES, OR SUCCESSORS OR ASSIGNS OF THE UNDERSIGNED, UPON THE SALE OR TRANSFER OF THE PROPERTY. SAID REVIEW FEE SHALL HAVE A CHARGE OF NO MORE THAN THE NORMAL ASSUMPTION FEE CHARGED BY LOCAL LENDERS. SAID REVIEW FEE IS REQUIRED IN ORDER TO ASSURE THAT PROPERTY BEING TRANSFERRED IS IN CONFORMANCE WITH THE AFORESAID RECORDED RESTRICTIONS.

15. No owner of a lot or lots with legal ownership extending into the water shall hinder or obstruct any reasonable dredging activity and channel through his property which would reasonably benefit other waterfront lots within the subdivision. The undersigned, Church Point Associates, and its successors or assigns, shall have the authority to approve or disapprove, in advance, any dredging activity pursued by one or more lot owners.

16. Any sidewalk, driveway or similar paving for ingress/egress into or out from the lot necessitating removal of the curb and gutter shall be done in accordance with the instructions as set forth in Addendum A - Sawcut Requirements.

17. The guidelines for park dedications and recreation areas shall be set forth in detail under "Rules and Regulations" of Homeowners Association, wherein specific details pertain to waterfront area.

18. Each owner of a lot or lots shall in the subdivision of Church Point Farm, shall automatically be a member of the subdivision's Homeowners Association and shall comply with such rules and pay such dues as are set by the Association. Membership in the Homeowners' Association is mandatory.

The Homeowners Association shall be responsible for the management and control of the common areas and all improvements or facilities thereon, and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

19. Enforcement of this declaration shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant contained herein, and such proceeding shall be to either restrain violation or to recover damages for a breach thereof. If no such proceedings be instituted within one hundred eighty (180) days of any such violation, then it shall be conclusively presumed in any legal proceedings that the violation or attempted violation has been waived by Church Point Associates, and all parties owning or having any interest in lots in the subdivision whether or not such parties have actual notice of said violation or attempted violation. The

invalidation by any court of any provision herein contained shall not in any way affect any of the other provisions hereof but they shall remain in full force and effect.

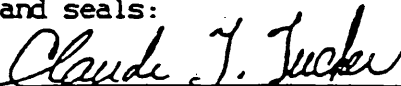
20. The undersigned, Church Point Associates, and its successors, may assign any and all of its rights, powers, obligations and privileges under this instrument to any other corporation, association, firm or person, and references within these Restrictions to successors, assigns, designees, etc., refer to the assignment by the undersigned, Church Point Associates, of all or part of its rights under these Restrictions.

IN WITNESS WHEREOF, Church Point Associates, has caused these presents to be executed on its behalf by its duly authorized partner, this 12th day of July, 1991.

CHURCH POINT ASSOCIATES

By: 
Jahn Wallace Summs, Managing Partner

WITNESS the following signatures and seals:


CLAUDE T. TUCKER, Owner Lot 253


FRANCES K. TUCKER, Owner Lot 253

STATE OF VIRGINIA
CITY OF VIRGINIA BEACH, to-wit:

The foregoing instrument was acknowledged by Jahn Wallace Summs, Managing Partner of Church Point Associates, this 15th day of July, 1991.


Notary Public

My Commission Expires: 2/3/93

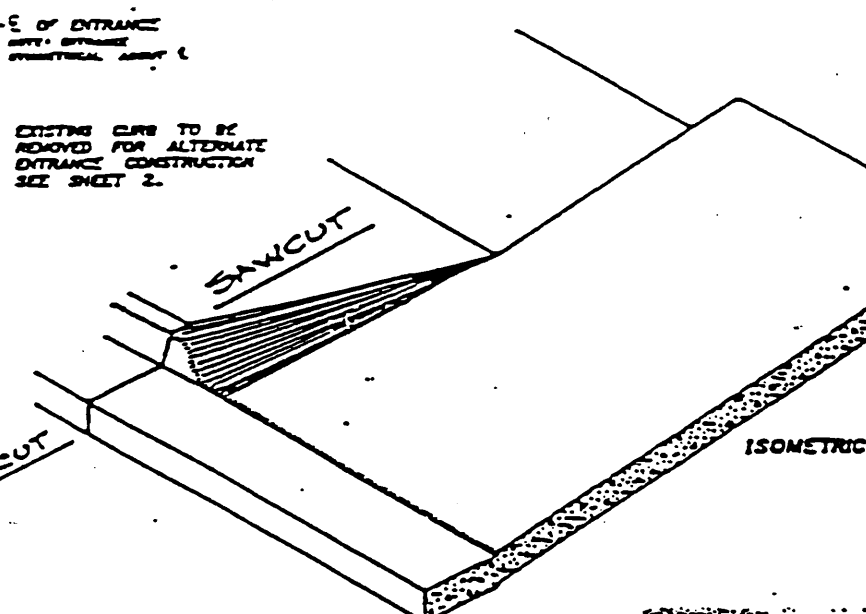
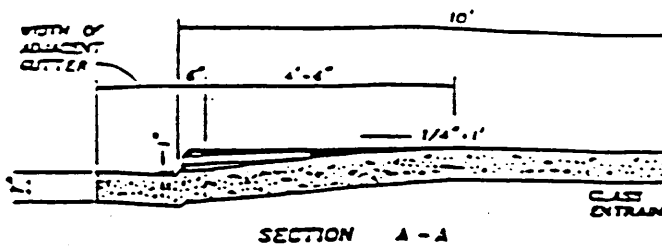
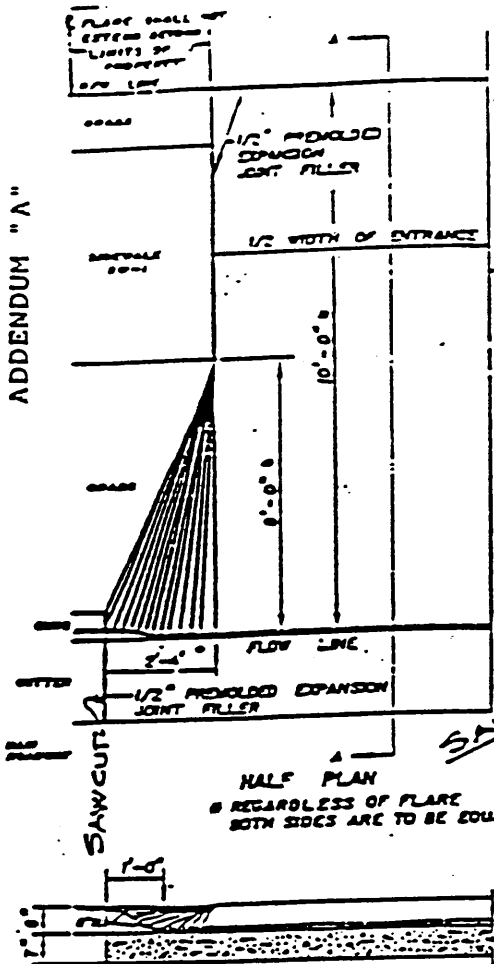
STATE OF VIRGINIA
CITY OF VIRGINIA BEACH, to-wit:

The foregoing instrument was acknowledged by Claude T. Tucker and Frances K.

Tucker, husband and wife, this 23rd day of July, 1991

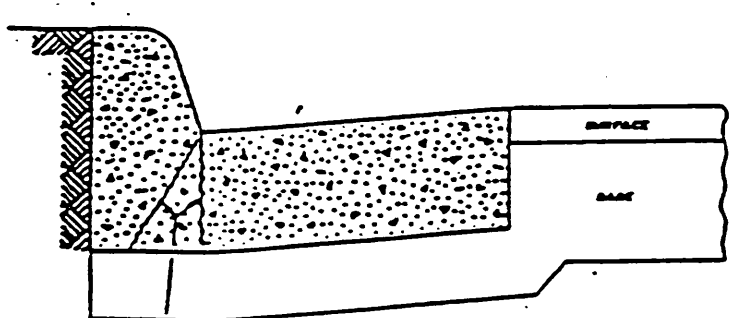
James S. [Signature]
Notary Public

My Commission Expires: 2-3-93



EXISTING CURB TO BE REMOVED FOR ALTERNATE ENTRANCE CONSTRUCTION SEE SHEET 2.

PRIVATE ENTRANCE WIDTH - 10' MINIMUM 20' MAXIMUM
OR AS NOTED ON TYPICAL SECTION



ANGLE TO BE NO LESS THAN 60° NOR MORE THAN 90° FROM HORIZONTAL.


CONSTRUCTION NOTES

STANDARD SHALL BE REQUIRED

Prepared by and return to:
Vandeventer Black LLP
101 W. Main Street, Suite 500
World Trade Center
Norfolk, Virginia 23510

Tax Parcel Number:
Attached

2018 JAN 19 AM 10:37
RECEIVED
VIRGINIA BEACH CLERK'S OFFICE
**AMENDMENT TO
DECLARATIONS OF RESTRICTIONS
(LEASING AND USE)**


20180119000047700 1/8
City of Virginia Beach
01/19/2018
12:42:36 PM DECL
Tina E. Sinnen, Clerk

THIS AMENDMENT TO DECLARATIONS OF RESTRICTIONS ("Amendment") is made as of this 20th day of November, 2017, by CHURCH POINT HOMEOWNERS ASSOCIATION, a Virginia nonstock corporation ("Association" or "Grantor").

WITNESSETH:

WHEREAS, the First Court Road, Inc. and Church Point Associates L.P. (collectively, the "Declarant") submitted and caused to be recorded various restrictive covenants by declarations of restrictions recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, in Deed Book 2887 at Page 0079, Deed Book 2906 at Page 0383, Deed Book 2942 at Page 1971, Deed Book 3445 at Page 2096, Deed Book 3438 at Page 1049, Deed Book 3282 at Page 0064, Deed Book 3152 at Page 1536, Deed Book 3297 at Page 1779, Deed Book 3438 at Page 1049, Deed Book 3297 at Page 1786, Deed Book 3437 at Page 0226, Deed Book 3460 at Page 0128, Deed Book 3435 at Page 0567, Deed Book 3226 at Page 1266, Deed Book 3171 at Page 1051, Deed Book 3435 at Page 0574, Deed Book 3282 at Page 0057, Deed Book 3226 at Page 1259, Deed Book 3169 at Page 0958, Deed Book 3040 at Page 1260, Deed Book 3297 at Page 1765, and Deed Book 3004 at Page 0872 (collectively the "Declaration");

WHEREAS, by Amendment to Declaration of Restrictions for Church Point and Church Point Farm recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach on the 7th day of June, 1999, in Deed Book 4092 at Page 637, Church Point Associates, L.P. amended Paragraph 13 of the Declaration to provide that the Declaration may be amended by the affirmative vote of two-thirds of the members present, in person or by proxy, at a meeting duly convened for the purpose of voting on the amendment, after notice, including a copy of the proposed amendment being sent;

WHEREAS, as provided herein, the Association wishes to amend the Declaration; and,

WHEREAS, the Association has complied with Paragraph 13 of the Declaration.

NOW, THEREFORE, in consideration of the foregoing and in accordance with Paragraph 13 of the Declaration, the Declaration is amended as follows:

1. Paragraph 13 of the Declaration is amended by deleting "unless an instrument signed by a majority of the then fee simple owners of the lots has been recorded, wherein the said majority agrees to change said covenants in whole or in part".

2. Paragraph 13 of the Declaration is further amended by deleting "30 days after such recording and mailing by regular mail to all members at their addresses of record" and inserting "upon recordation" in its place.

3. A new paragraph is added to the end of each Declaration, as follows, with the number of such paragraph remaining sequential:

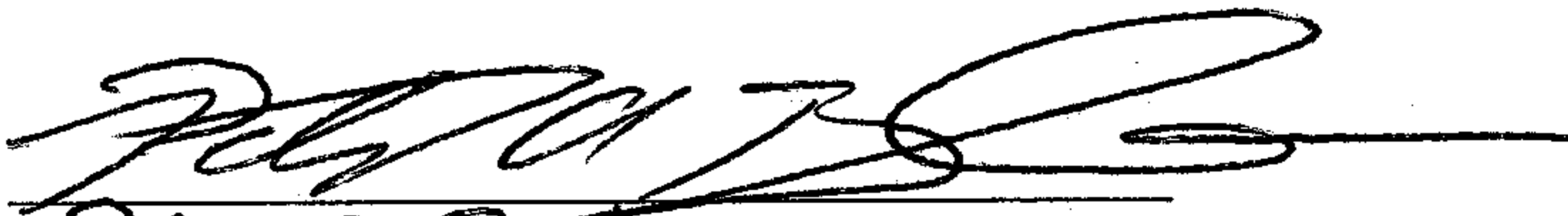
No lot or any portion thereof shall be used or occupied for transient or hotel purposes, or in any event leased for an initial period of less than one year. No owner shall lease a lot other than on a written form of lease: (1) requiring the tenant to comply with this Declaration, any Supplementary Declarations, the Bylaws, and all rules and regulations adopted by the Board of Directors, all as amended from time to time; (2) providing that failure to comply constitutes a default under the lease; and (3) providing that after forty-five (45) days prior written notice to the owner, the Board of Directors has the power, but not the obligation, to terminate the lease or to bring summary proceedings to evict the tenant in the name of the lessor as attorney-in-fact in the event of a default by the tenant. The Board of Directors may suggest or require a standard form lease or addendum for use by lot owners. Each lot owner shall, promptly following the execution of any lease of a lot, forward a conformed copy thereof to the Board of Directors.

Except as modified by this Amendment, all the terms and provisions of the Declaration, including, but not limited to, those contained in the Amendment to Declaration dated October 20, 1999 and recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach in Deed Book 4409, Page 1166, are hereby confirmed and ratified and shall remain in full force and effect.

If any term, covenant, or condition of this Amendment or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, then the remainder of this Amendment or the application of such term, covenant or condition to any other person or circumstance shall not be affected thereby, and each such term, covenant and condition shall be valid and enforceable to the fullest extent permitted by law.

This Amendment shall be filed in the Clerk's Office of the Circuit Court of the City of Virginia Beach and recorded among the land records of the City of Virginia Beach, Virginia and shall become effective, for all purposes, including, but not limited to, for the purposes of Section 55-515.1 E of the Virginia Property Owners' Association Act, thirty days after the date of recordation and mailing to all members at their addresses of record.

CHURCH POINT HOMEOWNERS
ASSOCIATION

By 
Peter A. Burke, President
Print Name

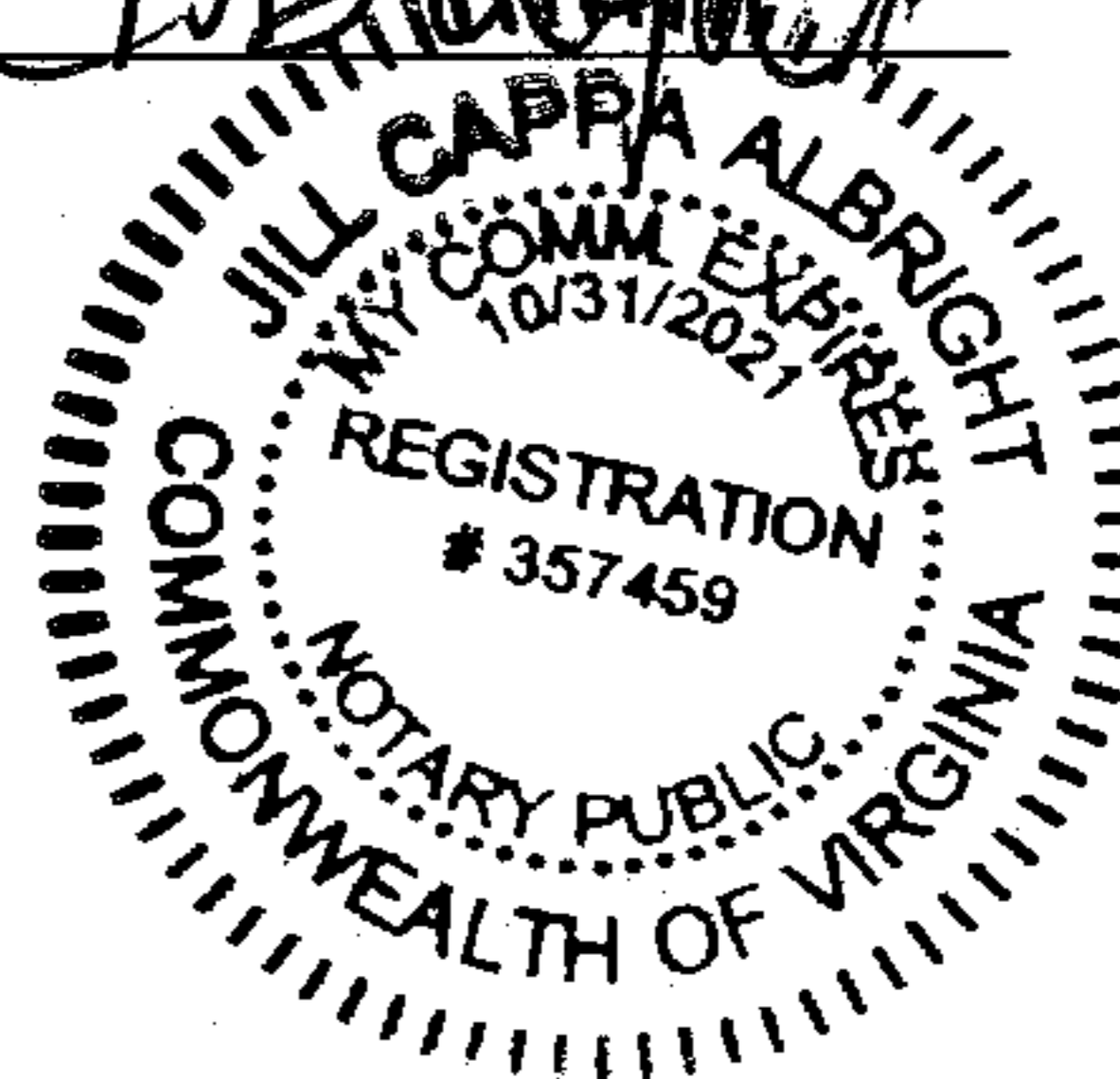
COMMONWEALTH OF VIRGINIA,
CITY OF VIRGINIA BEACH, to-wit:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that PETER A. BURKE, President of CHURCH POINT HOMEOWNERS ASSOCIATION, a Virginia nonstock corporation, whose name is signed to the foregoing instrument, has acknowledged the same before me in the aforesaid jurisdiction on behalf of the Association.

GIVEN under my hand and seal on November 20, 2017.

Jill Capra Albright
Notary Public

My commission expires: 10/31/21
My notary registration number: 357459



**CHURCH POINT HOMEOWNERS ASSOCIATION
GPIN LIST**

<u>GPIN</u>	<u>ADDRESS</u>	<u>GPIN</u>	<u>ADDRESS</u>
1479 04 0425 0000	1700 Lambs Creek Lane	1479 54 1807 0000	4621 Church Point Place
1479 34 7835 0000	4692 Church Point Place	1479 54 2705 0000	1701 Lanckfield Mews
1479 34 8904 0000	4688 Church Point Place	1479 54 2807 0000	1705 Lanckfield Mews
1479 34 8959 0000	4684 Church Point Place	1479 54 3745 0000	1700 Lanckfield Mews
1479 34 9853 0000	4689 Church Point Place	1479 54 3857 0000	1704 Lanckfield Mews
1479 35 9034 0000	4680 Church Point Place	1479 54 4764 0000	1701 Caversham Mews
1479 44 0817 0000	4681 Church Point Place	1479 54 4866 0000	1709 Caversham Mews
1479 44 0887 0000	4673 Church Point Place	1479 54 5792 0000	1700 Caversham Mews
1479 44 1891 0000	1701 Fletcher Mews	1479 54 6819 0000	1708 Caversham Mews
1479 44 1971 0000	1705 Fletcher Mews	1479 54 6821 0000	1704 Caversham Mews
1479 44 3820 0000	1700 Fletcher Mews	1479 54 7712 0000	1701 Pilgrims Mews
1479 44 3930 0000	4661 Church Point Place	1479 54 7800 0000	1705 Pilgrims Mews
1479 44 4739 0000	1701 Cabriole Mews	1479 54 7910 0000	4589 Church Point Place
1479 44 4930 0000	1705 Cabriole Mews	1479 54 8741 0000	1700 Pilgrims Mews
1479 44 5779 0000	1700 Cabriole Mews	1479 54 8769 0000	1704 Pilgrims Mews
1479 44 5888 0000	1704 Cabriole Mews	1479 54 8960 0000	1708 Pilgrims Mews
1479 44 6788 0000	1701 Caussome Mews	1479 54 9759 0000	1705 Dalwood Mews
1479 44 6878 0000	1705 Caussome Mews	1479 54 9760 0000	1701 Dalwood Mews
1479 44 8717 0000	1700 Caussome Mews	1479 54 9961 0000	1713 Dalwood Mews
1479 44 8838 0000	4633 Church Point Place	1479 55 0073 0000	4620 Church Point Place
1479 44 9746 0000	1701 Hosskine Mews	1479 55 1043 0000	4616 Church Point Place
1479 44 9827 0000	4629 Church Point Place	1479 55 2013 0000	4612 Church Point Place
1479 45 0017 0000	4676 Church Point Place	1479 55 2093 0000	4608 Church Point Place
1479 45 0088 0000	4672 Church Point Place	1479 55 3073 0000	4604 Church Point Place
1479 45 1068 0000	4668 Church Point Place	1479 55 4043 0000	4600 Church Point Place
1479 45 2047 0000	4664 Church Point Place	1479 55 6005 0000	4596 Church Point Place
1479 45 3017 0000	4660 Church Point Place	1479 55 6095 0000	4588 Church Point Place
1479 45 3097 0000	4656 Church Point Place	1479 55 7076 0000	4580 Church Point Place
1479 45 4066 0000	4652 Church Point Place	1479 55 8057 0000	4576 Church Point Place
1479 45 5046 0000	4648 Church Point Place	1479 55 9037 0000	4572 Church Point Place
1479 45 6015 0000	4644 Church Point Place	1479 64 0699 0000	1700 Dalwood Mews
1479 45 6095 0000	4640 Church Point Place	1479 64 1717 0000	1704 Dalwood Mews
1479 45 7065 0000	4636 Church Point Place	1479 64 1816 0000	1708 Dalwood Mews
1479 45 8044 0000	4632 Church Point Place	1479 64 1924 0000	4561 Church Point Place
1479 45 9014 0000	4628 Church Point Place	1479 64 2629 0000	1701 Hepplewhite Mews
1479 45 9093 0000	4624 Church Point Place	1479 64 2707 0000	1705 Hepplewhite Mews
1479 54 0787 0000	1700 Hosskine Mews	1479 64 2836 0000	1709 Hepplewhite Mews

<u>GPIN</u>	<u>ADDRESS</u>	<u>GPIN</u>	<u>ADDRESS</u>
1479 64 2935 0000	1713 Hepplewhite Mews	1479 65 9116 0000	4520 Church Point Place
1479 64 3648 0000	1700 Hepplewhite Mews	1479 65 9197 0000	4516 Church Point Place
1479 64 3775 0000	1704 Hepplewhite Mews	1479 74 0699 0000	1700 Stone Church Mews
1479 64 3864 0000	1708 Hepplewhite Mews	1479 74 1883 0000	1704 Stone Church Mews
1479 64 3974 0000	1712 Hepplewhite Mews	1479 74 1948 0000	1712 Stone Church Mews
1479 64 4667 0000	1701 Maze Hill Mews	1479 74 2944 0000	4505 Church Point Place
1479 64 4755 0000	1705 Maze Hill Mews	1479 74 3766 0000	4501 Church Point Place
1479 64 4874 0000	1709 Maze Hill Mews	1479 74 5863 0000	1721 Hungers Parish Court
1479 64 4975 0000	1713 Maze Hill Mews	1479 74 6694 0000	1713 Hungers Parish Court
1479 64 6606 0000	1700 Maze Hill Mews	1479 74 6712 0000	1717 Hungers Parish Court
1479 64 6725 0000	1704 Maze Hill Mews	1479 74 7858 0000	1720 Hungers Parish Court
1479 64 6813 0000	1708 Maze Hill Mews	1479 74 7948 0000	1724 Hungers Parish Court
1479 64 6921 0000	1712 Maze Hill Mews	1479 74 8610 0000	1709 Hungers Parish Court
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1479 64 7822 0000	1709 Ladysmith Mews	1479 74 9832 0000	1704 Hungers Parish Court
1479 64 7921 0000	1713 Ladysmith Mews	1479 74 9909 0000	4145 Church Point Road
1479 64 8655 0000	1700 Ladysmith Mews	1479 75 0001 0000	1713 Stone Church Mews
1479 64 8773 0000	1704 Ladysmith Mews	1479 75 0167 0000	4512 Church Point Place
1479 64 8872 0000	1708 Ladysmith Mews	1479 75 1147 0000	4508 Church Point Place
1479 64 8970 0000	1712 Ladysmith Mews	1479 75 2116 0000	4504 Church Point Place
1479 64 8989 0000	1716 Ladysmith Mews	1479 75 3114 0000	4500 Church Point Place
1479 64 9784 0000	1701 Stone Church Mews	1479 75 5155 0000	4156 Church Point Road
1479 64 9885 0000	1705 Stone Church Mews	1479 75 6157 0000	4152 Church Point Road
1479 64 9994 0000	1709 Stone Church Mews	1479 75 7158 0000	4148 Church Point Road
1479 65 0008 0000	4568 Church Point Place	1479 75 8260 0000	4144 Church Point Road
1479 65 0089 0000	4564 Church Point Place	1479 75 9260 0000	4140 Church Point Road
1479 65 1059 0000	4560 Church Point Place	1479 84 0654 0000	1701 Hungers Parish Court
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1479 65 3181 0000	4548 Church Point Place	1479 84 1982 0000	1725 Lower Church Court
1479 65 4162 0000	4544 Church Point Place	1479 84 2691 0000	1713 Lower Church Court
1479 65 5133 0000	4540 Church Point Place	1479 84 2721 0000	1717 Lower Church Court
1479 65 6020 0000	1716 Maze Hill Mews	1479 84 2801 0000	1721 Lower Church Court
1479 65 6104 0000	4536 Church Point Place	1479 84 3596 0000	1709 Lower Church Court
1479 65 6185 0000	4532 Church Point Place	1479 84 3880 0000	1716 Lower Church Court
1479 65 7030 0000	4533 Church Point Place	1479 84 3992 0000	1724 Lower Church Court
1479 65 7165 0000	4528 Church Point Place	1479 84 4774 0000	1708 Lower Church Court
1479 65 8145 0000	4524 Church Point Place	1479 84 5514 0000	1705 Lower Church Court

<u>GPIN</u>	<u>ADDRESS</u>	<u>GPIN</u>	<u>ADDRESS</u>
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1479 84 6534 0000	1701 Lower Church Court	1479 94 5450 0000	4009 Lambs Creek Court
1479 84 6705 0000	1704 Lower Church Court	1479 94 5630 0000	4004 Lambs Creek Court
1479 84 6888 0000	1700 Stone Church Court	1479 94 6462 0000	4005 Lambs Creek Court
1479 84 7626 0000	1700 Lower Church Court	1479 94 6630 0000	4000 Lambs Creek Court
1479 84 7976 0000	1704 Stone Church Court	1479 94 7472 0000	1709 Lambs Creek Lane
1479 84 8544 0000	1705 Jordans Parish Place	1479 94 7684 0000	1716 Lambs Creek Lane
1479 84 8666 0000	1709 Jordans Parish Place	1479 94 7954 0000	4080 Timber Ridge Drive
1479 84 8786 0000	1713 Jordans Parish Place	1479 94 8346 0000	1705 Lambs Creek Lane
1479 84 9427 0000	1701 Jordans Parish Place	1479 94 8558 0000	1708 Lambs Creek Lane
1479 84 9806 0000	1717 Jordans Parish Place	1479 94 9365 0000	1701 Lambs Creek Lane
1479 84 9926 0000	1721 Jordans Parish Place	1479 94 9545 0000	1704 Lambs Creek Lane
1479 85 0252 0000	4136 Church Point Road	1479 94 9775 0000	4056 Church Point Road
1479 85 1072 0000	1729 Lower Church Court	1479 94 9803 0000	4081 Timber Ridge Drive
1479 85 1252 0000	4132 Church Point Road	1479 94 9964 0000	4077 Timber Ridge Drive
1479 85 2253 0000	4128 Church Point Road	1479 95 0141 0000	1728 Jordans Parish Place
1479 85 3083 0000	4123 Church Point Road	1479 95 0301 0000	4096 Church Point Road
1479 85 3244 0000	4124 Church Point Road	1479 95 1035 0000	1724 Jordans Parish Place
1479 85 5066 0000	1709 Stone Church Court	1479 95 1301 0000	4092 Church Point Road
1479 85 5216 0000	4116 Church Point Road	1479 95 2321 0000	4088 Church Point Road
1479 85 6217 0000	4112 Church Point Road	1479 95 3010 0000	1709 Benns Church Place
1479 85 7078 0000	1708 Stone Church Court	1479 95 3320 0000	4084 Church Point Road
1479 85 7208 0000	4108 Church Point Road	1479 95 4158 0000	1701 Ware Parish Court
1479 85 8219 0000	4104 Church Point Road	1479 95 5228 0000	1705 Ware Parish Court
1479 85 9036 0000	1725 Jordans Parish Place	1479 95 6005 0000	1700 Ware Parish Court
1479 85 9300 0000	4100 Church Point Road	1479 95 6306 0000	1709 Ware Parish Court
1479 94 0530 0000	1700 Jordans Parish Place	1479 95 7102 0000	1704 Ware Parish Court
1479 94 0649 0000	1708 Jordans Parish Place	1479 95 7285 0000	1708 Ware Parish Court
1479 94 0660 0000	1704 Jordans Parish Place	1479 95 7336 0000	1712 Ware Parish Court
1479 94 0875 0000	1716 Jordans Parish Place	1479 95 8022 0000	4076 Timber Ridge Drive
1479 94 1676 0000	4037 Upper Bishops Court	1479 95 8192 0000	4072 Timber Ridge Drive
1479 94 1934 0000	1720 Jordans Parish Place	1479 95 9168 0000	4068 Timber Ridge Drive
1479 94 2842 0000	1701 Benns Church Place	1489 04 0679 0000	4052 Church Point Road
1479 94 2953 0000	1705 Benns Church Place	1489 04 0979 0000	4069 Timber Ridge Drive
1479 94 3498 0000	4012 Lambs Creek Court	1489 04 1347 0000	4049 Church Point Road
1479 94 4450 0000	4013 Lambs Creek Court	1489 04 1652 0000	4048 Church Point Road
1479 94 4539 0000	4008 Lambs Creek Court	1489 04 2364 0000	4045 Church Point Road
1479 94 4729 0000	1700 Benns Church Place	1489 04 2567 0000	4044 Church Point Road
1479 94 4868 0000	1704 Benns Church Place	1489 04 2863 0000	1721 Timber Ridge Court

<u>GPIN</u>	<u>ADDRESS</u>	<u>GPIN</u>	<u>ADDRESS</u>
1489 04 2946 0000	1725 Timber Ridge Court	1489 13 6585 0000	1613 Meeting House Lane
1489 04 3374 0000	4041 Church Point Road	1489 13 6658 0000	1617 Meeting House Lane
1489 04 3585 0000	4040 Church Point Road	1489 13 6811 0000	1621 Meeting House Lane
1489 04 3745 0000	1717 Timber Ridge Court	1489 13 7288 0000	
1489 04 4372 0000	4037 Church Point Road	1489 13 7433 0000	1609 Meeting House Lane
1489 04 4594 0000	4036 Church Point Road	1489 13 9034 0000	1601 Meeting House Lane
1489 04 4772 0000	1713 Timber Ridge Court	1489 13 9923 0000	3937 Meeting House Road
1489 04 4913 0000	1716 Timber Ridge Court	1489 14 0647 0000	4016 Church Point Road
1489 04 5371 0000	4033 Church Point Road	1489 14 1743 0000	4012 Church Point Road
1489 04 5761 0000	1709 Timber Ridge Court	1489 14 2129 0000	4017 Church Point Road
1489 04 5921 0000	1712 Timber Ridge Court	1489 14 2336 0000	4013 Church Point Road
1489 04 6380 0000	4029 Church Point Road	1489 14 4385 0000	3953 Meeting House Road
1489 04 6503 0000	4032 Church Point Road	1489 14 4513 0000	4001 Church Point Road
1489 04 6780 0000	1705 Timber Ridge Court	1489 14 5009 0000	1629 Meeting House Lane
1489 04 6931 0000	1708 Timber Ridge Court	1489 14 6215 0000	1633 Meeting House Lane
1489 04 7522 0000	4028 Church Point Road	1489 14 6693 0000	3956 Meeting House Road
1489 04 7940 0000	1704 Timber Ridge Court	1489 14 6882 0000	3864 Church Point Road
1489 04 8239 0000	4025 Church Point Road	1489 14 6964 0000	4004 Timber Ridge Drive
1489 04 8566 0000	4024 Church Point Road	1489 14 7480 0000	3948 Meeting House Road
1489 04 8722 0000	1701 Timber Ridge Court	1489 14 7521 0000	3952 Meeting House Road
1489 04 8854 0000	1700 Timber Ridge Court	1489 14 8006 0000	1632 Meeting House Lane
1489 04 9380 0000	4021 Church Point Road	1489 14 8381 0000	3944 Meeting House Road
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1489 05 0256 0000	4064 Timber Ridge Drive	1489 14 8864 0000	3860 Church Point Road
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1489 05 4207 0000	4052 Timber Ridge Drive	1489 15 0250 0000	4032 Timber Ridge Drive
1489 05 5047 0000	4047 Timber Ridge Drive	1489 15 1021 0000	4027 Timber Ridge Drive
1489 05 5236 0000	4048 Timber Ridge Drive	1489 15 1179 0000	4028 Timber Ridge Drive
1489 05 6066 0000	4043 Timber Ridge Drive	1489 15 5122 0000	4012 Timber Ridge Drive
1489 05 6265 0000	4044 Timber Ridge Drive	1489 15 6015 0000	4008 Timber Ridge Drive
1489 05 7085 0000	4039 Timber Ridge Drive	1489 15 7171 0000	1709 Church Point Court
1489 05 7294 0000	4040 Timber Ridge Drive	1489 15 9122 0000	1708 Church Point Court
1489 05 9003 0000	4035 Timber Ridge Drive	1489 22 4890 0000	1601 Spring House Trail
1489 05 9232 0000	4036 Timber Ridge Drive	1489 23 0626 0000	1612 Meeting House Lane
1489 13 5954 0000		1489 23 0867 0000	3933 Meeting House Road

<u>GPIN</u>	<u>ADDRESS</u>	<u>GPIN</u>	<u>ADDRESS</u>
1489 23 1164 0000	1600 Meeting House Lane	1489 24 8730 0000	3817 Church Point Road
1489 23 2308 0000	1604 Meeting House Lane	1489 24 8908 0000	3824 Church Point Road
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1489 23 3799 0000	3925 Meeting House Road	1489 24 9623 0000	3813 Church Point Road
1489 23 5836 0000	3921 Meeting House Road	1489 24 9904 0000	3820 Church Point Road
1489 23 6459 0000	1609 Spring House Trail	1489 25 0056 0000	1704 Church Point Court
1489 23 6933 0000	3917 Meeting House Road	1489 25 1070 0000	3848 Church Point Road
1489 23 8073 0000	1600 Spring House Trail	1489 25 2073 0000	3844 Church Point Road
1489 23 8144 0000	1604 Spring House Trail	1489 25 3094 0000	3840 Church Point Road
1489 23 9253 0000	1608 Spring House Trail	1489 25 4093 0000	3836 Church Point Road
1489 24 0167 0000	3936 Meeting House Road	1489 25 5092 0000	3832 Church Point Road
1489 24 0480 0000	1681 Church Point Lane	1489 25 7000 0000	3828 Church Point Road
1489 24 0782 0000	1692 Church Point Lane	1489 33 2603 0000	1620 Spring House Trail
1489 24 0952 0000	1700 Church Point Court	1489 33 4986 0000	1632 Spring House Trail
1489 24 1183 0000	3928 Meeting House Road	1489 34 0533 0000	3900 Meeting House Road
1489 24 1384 0000	1677 Church Point Lane	1489 34 0802 0000	3816 Church Point Road
1489 24 1610 0000	1684 Church Point Lane	1489 34 0973 0000	1705 Merchants Hope Court
1489 24 2182 0000	3924 Meeting House Road	1489 34 1193 0000	1633 Spring House Trail
1489 24 2536 0000	1676 Church Point Lane	1489 34 1335 0000	3901 Meeting House Road
1489 24 2718 0000	3845 Church Point Road	1489 34 1657 0000	1700 Merchants Hope Court
1489 24 3197 0000	3920 Meeting House Road	1489 34 1998 0000	1709 Merchants Hope Court
1489 24 3315 0000	1673 Church Point Lane	1489 34 2755 0000	1704 Merchants Hope Court
1489 24 3559 0000	1668 Church Point Lane	1489 34 3321 0000	1641 Spring House Trail
1489 24 3811 0000	3841 Church Point Road	1489 34 3507 0000	3804 Church Point Road
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1489 24 7031 0000	3913 Meeting House Road	1489 34 8616 0000	1656 Spring House Trail
1489 24 7345 0000	3908 Meeting House Road	1489 44 1824 0000	1660 Spring House Trail
1489 24 7746 0000	3821 Church Point Road		
1489 24 8067 0000	3909 Meeting House Road		
1489 24 8462 0000	3904 Meeting House Road		

20180731000626700 1/7
City of Virginia Beach
07/31/2018
11:00:29 AM COR
Tina E. Sinnen, Clerk

**CORRECTIVE AMENDMENT TO
AMENDMENT TO DECLARATIONS OF RESTRICTIONS
(LEASING AND USE)
FOR CHURCH POINT HOMEOWNERS ASSOCIATION**

THIS CORRECTIVE AMENDMENT TO AMENDMENT TO DECLARATIONS OF RESTRICTIONS (LEASING AND USE) made as of July 16, 2018, by the President of CHURCH POINT HOMEOWNERS ASSOCIATION (the "Association"), a Virginia non-stock corporation pursuant to Va. Code Section 55-515.2 (Association is Grantor and Grantee for recording purposes).

WITNESSETH:

WHEREAS, the Amendment to Declarations Of Restrictions (Leasing and Use) for Church Point Homeowners Association was recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia ("Clerk's Office") on January 19, 2018, as Instrument No. 20180119000047700 ("Leasing and Use Amendment");

WHEREAS, by that certain Revision Of Declaration Of Restrictions Applicable to Church Point Farm Section B-1 And Resubdivision Of Lot 42A, 43A, 44 and 45 recorded in the Clerk's Office on March 10, 1997, in Book 3715, Page 1852, all restrictions that would limit the use of the Manor House and its surrounding land as a bed and breakfast were waived, amended, modified, released and terminated;

WHEREAS, the GPIN list attached to the Leasing and Use Amendment contains an inconsistency or scrivener's error in that it included Tax Parcel Number 1489 14 4513 0000, for 4001 Church Point Road, Virginia Beach, VA, which lot is commonly known as The Manor House;

WHEREAS, pursuant to Va. Code Section 55-515.2F, the principal officer of the Association is authorized to execute and record this amendment to correct an inconsistency or scrivener's error.

NOW, THEREFORE, pursuant to the rights given to the Board of Directors pursuant to Va. Code Section 55-515.2F, the Declaration is hereby corrected as follows:

GPIN #: SEE ATTACHED

RECEIVED
VIRGINIA BEACH CIRCUIT CT
VANDEVENTER BLACK LLP
101 W. MAIN STREET, SUITE 500
NORFOLK, VIRGINIA 23510
2018 JUL 30 PM 3:34

TINA E. SINNEN, CLERK

RECEIVED
VIRGINIA BEACH CIRCUIT CT
2018 JUL 24 PM 3:51
7-25-18 slu
TINA E. SINNEN, CLERK

The GPIN list attached to the Leasing and Use Amendment is amended to delete the following from page 4 of such list:

1489 14 4513 0000

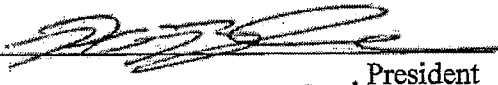
4001 Church Point Road

Except as modified by this amendment, the Leasing and Use Amendment, is expressly ratified, affirmed and shall remain in full force and effect.

The foregoing Corrective Amendment was agreed to by a vote of at least two-thirds of the members of the Board of Directors.

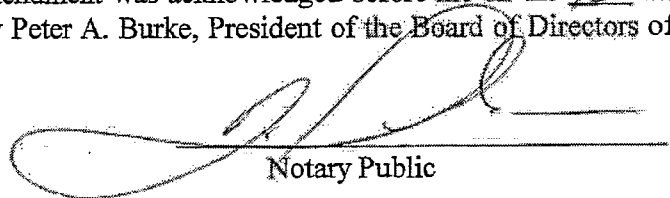
CHURCH POINT HOMEOWNERS
ASSOCIATION

Board of Directors

By , President
Peter A. Burke

COMMONWEALTH OF VIRGINIA,
CITY OF VIRGINIA BEACH, to-wit:

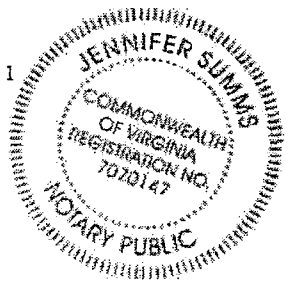
The foregoing Corrective Amendment was acknowledged before me on the 16th day of July, 2018, by Peter A. Burke, President of the Board of Directors of the aforesaid Association.


Notary Public

7070147
Notary Registration No.

My Commission Expires: 11/30/2018

4835-0604-1903, v. 1



**CHURCH POINT HOMEOWNERS ASSOCIATION
GPIN LIST**

<u>GPIN</u>	<u>ADDRESS</u>	<u>GPIN</u>	<u>ADDRESS</u>
1479 04 0425 0000	1700 Lambs Creek Lane	1479 54 1807 0000	4621 Church Point Place
1479 34 7835 0000	4692 Church Point Place	1479 54 2705 0000	1701 Lanckfield Mews
1479 34 8904 0000	4688 Church Point Place	1479 54 2807 0000	1705 Lanckfield Mews
1479 34 8959 0000	4684 Church Point Place	1479 54 3745 0000	1700 Lanckfield Mews
1479 34 9853 0000	4689 Church Point Place	1479 54 3857 0000	1704 Lanckfield Mews
1479 35 9034 0000	4680 Church Point Place	1479 54 4764 0000	1701 Caversham Mews
1479 44 0817 0000	4681 Church Point Place	1479 54 4866 0000	1709 Caversham Mews
1479 44 0887 0000	4673 Church Point Place	1479 54 5792 0000	1700 Caversham Mews
1479 44 1891 0000	1701 Fletcher Mews	1479 54 6819 0000	1708 Caversham Mews
1479 44 1971 0000	1705 Fletcher Mews	1479 54 6821 0000	1704 Caversham Mews
1479 44 3820 0000	1700 Fletcher Mews	1479 54 7712 0000	1701 Pilgrims Mews
1479 44 3930 0000	4661 Church Point Place	1479 54 7800 0000	1705 Pilgrims Mews
1479 44 4739 0000	1701 Cabriole Mews	1479 54 7910 0000	4589 Church Point Place
1479 44 4930 0000	1705 Cabriole Mews	1479 54 8741 0000	1700 Pilgrims Mews
1479 44 5779 0000	1700 Cabriole Mews	1479 54 8769 0000	1704 Pilgrims Mews
1479 44 5888 0000	1704 Cabriole Mews	1479 54 8960 0000	1708 Pilgrims Mews
1479 44 6788 0000	1701 Caussome Mews	1479 54 9759 0000	1705 Dalwood Mews
1479 44 6878 0000	1705 Caussome Mews	1479 54 9760 0000	1701 Dalwood Mews
1479 44 8717 0000	1700 Caussome Mews	1479 54 9961 0000	1713 Dalwood Mews
1479 44 8838 0000	4633 Church Point Place	1479 55 0073 0000	4620 Church Point Place
1479 44 9746 0000	1701 Hosskine Mews	1479 55 1043 0000	4616 Church Point Place
1479 44 9827 0000	4629 Church Point Place	1479 55 2013 0000	4612 Church Point Place
1479 45 0017 0000	4676 Church Point Place	1479 55 2093 0000	4608 Church Point Place
1479 45 0088 0000	4672 Church Point Place	1479 55 3073 0000	4604 Church Point Place
1479 45 1068 0000	4668 Church Point Place	1479 55 4043 0000	4600 Church Point Place
1479 45 2047 0000	4664 Church Point Place	1479 55 6005 0000	4596 Church Point Place
1479 45 3017 0000	4660 Church Point Place	1479 55 6095 0000	4588 Church Point Place
1479 45 3097 0000	4656 Church Point Place	1479 55 7076 0000	4580 Church Point Place
1479 45 4066 0000	4652 Church Point Place	1479 55 8057 0000	4576 Church Point Place
1479 45 5046 0000	4648 Church Point Place	1479 55 9037 0000	4572 Church Point Place
1479 45 6015 0000	4644 Church Point Place	1479 64 0699 0000	1700 Dalwood Mews
1479 45 6095 0000	4640 Church Point Place	1479 64 1717 0000	1704 Dalwood Mews
1479 45 7065 0000	4636 Church Point Place	1479 64 1816 0000	1708 Dalwood Mews
1479 45 8044 0000	4632 Church Point Place	1479 64 1924 0000	4561 Church Point Place
1479 45 9014 0000	4628 Church Point Place	1479 64 2629 0000	1701 Hepplewhite Mews
1479 45 9093 0000	4624 Church Point Place	1479 64 2707 0000	1705 Hepplewhite Mews
1479 54 0787 0000	1700 Hosskine Mews	1479 64 2836 0000	1709 Hepplewhite Mews

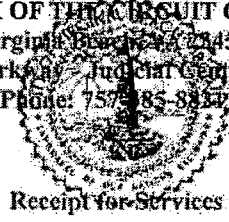
<u>GPIN</u>	<u>ADDRESS</u>	<u>GPIN</u>	<u>ADDRESS</u>
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1479 64 3648 0000	1700 Hepplewhite Mews	1479 65 9197 0000	4516 Church Point Place
1479 64 3775 0000	1704 Hepplewhite Mews	1479 74 0699 0000	1700 Stone Church Mews
1479 64 3864 0000	1708 Hepplewhite Mews	1479 74 1883 0000	1704 Stone Church Mews
1479 64 3974 0000	1712 Hepplewhite Mews	1479 74 1948 0000	1712 Stone Church Mews
1479 64 4667 0000	1701 Maze Hill Mews	1479 74 2944 0000	4505 Church Point Place
1479 64 4755 0000	1705 Maze Hill Mews	1479 74 3766 0000	4501 Church Point Place
1479 64 4874 0000	1709 Maze Hill Mews	1479 74 5863 0000	1721 Hungers Parish Court
1479 64 4975 0000	1713 Maze Hill Mews	1479 74 6694 0000	1713 Hungers Parish Court
1479 64 6606 0000	1700 Maze Hill Mews	1479 74 6712 0000	1717 Hungers Parish Court
1479 64 6725 0000	1704 Maze Hill Mews	1479 74 7858 0000	1720 Hungers Parish Court
1479 64 6813 0000	1708 Maze Hill Mews	1479 74 7948 0000	1724 Hungers Parish Court
1479 64 6921 0000	1712 Maze Hill Mews	1479 74 8610 0000	1709 Hungers Parish Court
1479 64 7625 0000	1701 Ladysmith Mews	1479 74 8729 0000	1712 Hungers Parish Court
1479 64 7704 0000	1705 Ladysmith Mews	1479 74 9549 0000	1705 Hungers Parish Court
1479 64 7822 0000	1709 Ladysmith Mews	1479 74 9832 0000	1704 Hungers Parish Court
1479 64 7921 0000	1713 Ladysmith Mews	1479 74 9909 0000	4145 Church Point Road
1479 64 8655 0000	1700 Ladysmith Mews	1479 75 0001 0000	1713 Stone Church Mews
1479 64 8773 0000	1704 Ladysmith Mews	1479 75 0167 0000	4512 Church Point Place
1479 64 8872 0000	1708 Ladysmith Mews	1479 75 1147 0000	4508 Church Point Place
1479 64 8970 0000	1712 Ladysmith Mews	1479 75 2116 0000	4504 Church Point Place
1479 64 8989 0000	1716 Ladysmith Mews	1479 75 3114 0000	4500 Church Point Place
1479 64 9784 0000	1701 Stone Church Mews	1479 75 5155 0000	4156 Church Point Road
1479 64 9885 0000	1705 Stone Church Mews	1479 75 6157 0000	4152 Church Point Road
1479 64 9994 0000	1709 Stone Church Mews	1479 75 7158 0000	4148 Church Point Road
1479 65 0008 0000	4568 Church Point Place	1479 75 8260 0000	4144 Church Point Road
1479 65 0089 0000	4564 Church Point Place	1479 75 9260 0000	4140 Church Point Road
1479 65 1059 0000	4560 Church Point Place	1479 84 0654 0000	1701 Hungers Parish Court
1479 65 2130 0000	4556 Church Point Place	1479 84 0850 0000	1700 Hungers Parish Court
1479 65 3111 0000	4552 Church Point Place	1479 84 0919 0000	4141 Church Point Road
1479 65 3181 0000	4548 Church Point Place	1479 84 1982 0000	1725 Lower Church Court
1479 65 4162 0000	4544 Church Point Place	1479 84 2691 0000	1713 Lower Church Court
1479 65 5133 0000	4540 Church Point Place	1479 84 2721 0000	1717 Lower Church Court
1479 65 6020 0000	1716 Maze Hill Mews	1479 84 2801 0000	1721 Lower Church Court
1479 65 6104 0000	4536 Church Point Place	1479 84 3596 0000	1709 Lower Church Court
1479 65 6185 0000	4532 Church Point Place	1479 84 3880 0000	1716 Lower Church Court
1479 65 7030 0000	4533 Church Point Place	1479 84 3992 0000	1724 Lower Church Court
1479 65 7165 0000	4528 Church Point Place	1479 84 4774 0000	1708 Lower Church Court
1479 65 8145 0000	4524 Church Point Place	1479 84 5514 0000	1705 Lower Church Court

<u>GPIN</u>	<u>ADDRESS</u>	<u>GPIN</u>	<u>ADDRESS</u>
1479 84 5964 0000	1705 Stone Church Court	1479 94 4929 0000	1708 Benns Church Place
1479 84 6534 0000	1701 Lower Church Court	1479 94 5450 0000	4009 Lambs Creek Court
1479 84 6705 0000	1704 Lower Church Court	1479 94 5630 0000	4004 Lambs Creek Court
1479 84 6888 0000	1700 Stone Church Court	1479 94 6462 0000	4005 Lambs Creek Court
1479 84 7626 0000	1700 Lower Church Court	1479 94 6630 0000	4000 Lambs Creek Court
1479 84 7976 0000	1704 Stone Church Court	1479 94 7472 0000	1709 Lambs Creek Lane
1479 84 8544 0000	1705 Jordans Parish Place	1479 94 7684 0000	1716 Lambs Creek Lane
1479 84 8666 0000	1709 Jordans Parish Place	1479 94 7954 0000	4080 Timber Ridge Drive
1479 84 8786 0000	1713 Jordans Parish Place	1479 94 8346 0000	1705 Lambs Creek Lane
1479 84 9427 0000	1701 Jordans Parish Place	1479 94 8558 0000	1708 Lambs Creek Lane
1479 84 9806 0000	1717 Jordans Parish Place	1479 94 9365 0000	1701 Lambs Creek Lane
1479 84 9926 0000	1721 Jordans Parish Place	1479 94 9545 0000	1704 Lambs Creek Lane
1479 85 0252 0000	4136 Church Point Road	1479 94 9775 0000	4056 Church Point Road
1479 85 1072 0000	1729 Lower Church Court	1479 94 9803 0000	4081 Timber Ridge Drive
1479 85 1252 0000	4132 Church Point Road	1479 94 9964 0000	4077 Timber Ridge Drive
1479 85 2253 0000	4128 Church Point Road	1479 95 0141 0000	1728 Jordans Parish Place
1479 85 3083 0000	4123 Church Point Road	1479 95 0301 0000	4096 Church Point Road
1479 85 3244 0000	4124 Church Point Road	1479 95 1035 0000	1724 Jordans Parish Place
1479 85 5066 0000	1709 Stone Church Court	1479 95 1301 0000	4092 Church Point Road
1479 85 5216 0000	4116 Church Point Road	1479 95 2321 0000	4088 Church Point Road
1479 85 6217 0000	4112 Church Point Road	1479 95 3010 0000	1709 Benns Church Place
1479 85 7078 0000	1708 Stone Church Court	1479 95 3320 0000	4084 Church Point Road
1479 85 7208 0000	4108 Church Point Road	1479 95 4158 0000	1701 Ware Parish Court
1479 85 8219 0000	4104 Church Point Road	1479 95 5228 0000	1705 Ware Parish Court
1479 85 9036 0000	1725 Jordans Parish Place	1479 95 6005 0000	1700 Ware Parish Court
1479 85 9300 0000	4100 Church Point Road	1479 95 6306 0000	1709 Ware Parish Court
1479 94 0530 0000	1700 Jordans Parish Place	1479 95 7102 0000	1704 Ware Parish Court
1479 94 0649 0000	1708 Jordans Parish Place	1479 95 7285 0000	1708 Ware Parish Court
1479 94 0660 0000	1704 Jordans Parish Place	1479 95 7336 0000	1712 Ware Parish Court
1479 94 0875 0000	1716 Jordans Parish Place	1479 95 8022 0000	4076 Timber Ridge Drive
1479 94 1676 0000	4037 Upper Bishops Court	1479 95 8192 0000	4072 Timber Ridge Drive
1479 94 1934 0000	1720 Jordans Parish Place	1479 95 9168 0000	4068 Timber Ridge Drive
1479 94 2842 0000	1701 Benns Church Place	1489 04 0679 0000	4052 Church Point Road
1479 94 2953 0000	1705 Benns Church Place	1489 04 0979 0000	4069 Timber Ridge Drive
1479 94 3498 0000	4012 Lambs Creek Court	1489 04 1347 0000	4049 Church Point Road
1479 94 4450 0000	4013 Lambs Creek Court	1489 04 1652 0000	4048 Church Point Road
1479 94 4539 0000	4008 Lambs Creek Court	1489 04 2364 0000	4045 Church Point Road
1479 94 4729 0000	1700 Benns Church Place	1489 04 2567 0000	4044 Church Point Road
1479 94 4868 0000	1704 Benns Church Place	1489 04 2863 0000	1721 Timber Ridge Court

<u>GPIN</u>	<u>ADDRESS</u>	<u>GPIN</u>	<u>ADDRESS</u>
1489 04 2946 0000	1725 Timber Ridge Court	1489 13 6585 0000	1613 Meeting House Lane
1489 04 3374 0000	4041 Church Point Road	1489 13 6658 0000	1617 Meeting House Lane
1489 04 3585 0000	4040 Church Point Road	1489 13 6811 0000	1621 Meeting House Lane
1489 04 3745 0000	1717 Timber Ridge Court	1489 13 7288 0000	
1489 04 4372 0000	4037 Church Point Road	1489 13 7433 0000	1609 Meeting House Lane
1489 04 4594 0000	4036 Church Point Road	1489 13 9034 0000	1601 Meeting House Lane
1489 04 4772 0000	1713 Timber Ridge Court	1489 13 9923 0000	3937 Meeting House Road
1489 04 4913 0000	1716 Timber Ridge Court	1489 14 0647 0000	4016 Church Point Road
1489 04 5371 0000	4033 Church Point Road	1489 14 1743 0000	4012 Church Point Road
1489 04 5761 0000	1709 Timber Ridge Court	1489 14 2129 0000	4017 Church Point Road
1489 04 5921 0000	1712 Timber Ridge Court	1489 14 2336 0000	4013 Church Point Road
1489 04 6380 0000	4029 Church Point Road	1489 14 4385 0000	3953 Meeting House Road
1489 04 6503 0000	4032 Church Point Road	1489 14 5009 0000	1629 Meeting House Lane
1489 04 6780 0000	1705 Timber Ridge Court	1489 14 6215 0000	1633 Meeting House Lane
1489 04 6931 0000	1708 Timber Ridge Court	1489 14 6693 0000	3956 Meeting House Road
1489 04 7522 0000	4028 Church Point Road	1489 14 6882 0000	3864 Church Point Road
1489 04 7940 0000	1704 Timber Ridge Court	1489 14 6964 0000	4004 Timber Ridge Drive
1489 04 8239 0000	4025 Church Point Road	1489 14 7480 0000	3948 Meeting House Road
1489 04 8566 0000	4024 Church Point Road	1489 14 7521 0000	3952 Meeting House Road
1489 04 8722 0000	1701 Timber Ridge Court	1489 14 8006 0000	1632 Meeting House Lane
1489 04 8854 0000	1700 Timber Ridge Court	1489 14 8381 0000	3944 Meeting House Road
1489 04 9380 0000	4021 Church Point Road	1489 14 8687 0000	3861 Church Point Road
1489 04 9652 0000	4020 Church Point Road	1489 14 8864 0000	3860 Church Point Road
1489 05 0256 0000	4064 Timber Ridge Drive	1489 14 8926 0000	1705 Church Point Court
1489 05 1049 0000	4063 Timber Ridge Drive	1489 14 9251 0000	3940 Meeting House Road
1489 05 1269 0000	4060 Timber Ridge Drive	1489 14 9466 0000	1685 Church Point Lane
1489 05 2160 0000	4059 Timber Ridge Drive	1489 14 9515 0000	1689 Church Point Lane
1489 05 2279 0000	4056 Timber Ridge Drive	1489 15 0013 0000	4031 Timber Ridge Drive
1489 05 4028 0000	4051 Timber Ridge Drive	1489 15 0250 0000	4032 Timber Ridge Drive
1489 05 4207 0000	4052 Timber Ridge Drive	1489 15 1021 0000	4027 Timber Ridge Drive
1489 05 5047 0000	4047 Timber Ridge Drive	1489 15 1179 0000	4028 Timber Ridge Drive
1489 05 5236 0000	4048 Timber Ridge Drive	1489 15 5122 0000	4012 Timber Ridge Drive
1489 05 6066 0000	4043 Timber Ridge Drive	1489 15 6015 0000	4008 Timber Ridge Drive
1489 05 6265 0000	4044 Timber Ridge Drive	1489 15 7171 0000	1709 Church Point Court
1489 05 7085 0000	4039 Timber Ridge Drive	1489 15 9122 0000	1708 Church Point Court
1489 05 7294 0000	4040 Timber Ridge Drive	1489 22 4890 0000	1601 Spring House Trail
1489 05 9003 0000	4035 Timber Ridge Drive	1489 23 0626 0000	1612 Meeting House Lane
1489 05 9232 0000	4036 Timber Ridge Drive	1489 23 0867 0000	3933 Meeting House Road
1489 13 5954 0000		1489 23 1164 0000	1600 Meeting House Lane

<u>GPIN</u>	<u>ADDRESS</u>	<u>GPIN</u>	<u>ADDRESS</u>
1489 23 2308 0000	1604 Meeting House Lane	1489 24 8462 0000	3904 Meeting House Road
1489 23 2813 0000	3929 Meeting House Road	1489 24 8730 0000	3817 Church Point Road
1489 23 3799 0000	3925 Meeting House Road	1489 24 8908 0000	3824 Church Point Road
1489 23 5836 0000	3921 Meeting House Road	1489 24 9188 0000	3905 Meeting House Road
1489 23 6459 0000	1609 Spring House Trail	1489 24 9623 0000	3813 Church Point Road
1489 23 6933 0000	3917 Meeting House Road	1489 24 9904 0000	3820 Church Point Road
1489 23 8073 0000	1600 Spring House Trail	1489 25 0056 0000	1704 Church Point Court
1489 23 8144 0000	1604 Spring House Trail	1489 25 1070 0000	3848 Church Point Road
1489 23 9253 0000	1608 Spring House Trail	1489 25 2073 0000	3844 Church Point Road
1489 24 0167 0000	3936 Meeting House Road	1489 25 3094 0000	3840 Church Point Road
1489 24 0480 0000	1681 Church Point Lane	1489 25 4093 0000	3836 Church Point Road
1489 24 0782 0000	1692 Church Point Lane	1489 25 5092 0000	3832 Church Point Road
1489 24 0952 0000	1700 Church Point Court	1489 25 7000 0000	3828 Church Point Road
1489 24 1183 0000	3928 Meeting House Road	1489 33 2603 0000	1620 Spring House Trail
1489 24 1384 0000	1677 Church Point Lane	1489 33 4986 0000	1632 Spring House Trail
1489 24 1610 0000	1684 Church Point Lane	1489 34 0533 0000	3900 Meeting House Road
1489 24 2182 0000	3924 Meeting House Road	1489 34 0802 0000	3816 Church Point Road
1489 24 2536 0000	1676 Church Point Lane	1489 34 0973 0000	1705 Merchants Hope Court
1489 24 2718 0000	3845 Church Point Road	1489 34 1193 0000	1633 Spring House Trail
1489 24 3197 0000	3920 Meeting House Road	1489 34 1335 0000	3901 Meeting House Road
1489 24 3315 0000	1673 Church Point Lane	1489 34 1657 0000	1700 Merchants Hope Court
1489 24 3559 0000	1668 Church Point Lane	1489 34 1998 0000	1709 Merchants Hope Court
1489 24 3811 0000	3841 Church Point Road	1489 34 2755 0000	1704 Merchants Hope Court
1489 24 4319 0000	1669 Church Point Lane	1489 34 3321 0000	1641 Spring House Trail
1489 24 4646 0000	1664 Church Point Lane	1489 34 3507 0000	3804 Church Point Road
1489 24 4813 0000	3837 Church Point Road	1489 34 3818 0000	1708 Merchants Hope Court
1489 24 5213 0000	3916 Meeting House Road	1489 34 4523 0000	3800 Church Point Road
1489 24 5414 0000	1665 Church Point Lane	1489 34 4731 0000	1653 Spring House Trail
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1489 24 7746 0000	3821 Church Point Road	1489 34 8616 0000	1656 Spring House Trail
1489 24 8067 0000	3909 Meeting House Road	1489 44 1824 0000	1660 Spring House Trail

CLERK OF THE CIRCUIT COURT
 Virginia Beach, VA 23456
 2425 Nimmo Parkway Judicial Center Building 10B
 Phone: 757-385-8337



TINA E. SINNEN
 CLERK

TRACEY B. ENTWISLE
 CHIEF DEPUTY CLERK

Receipt for Services

Cashier	MDALTON	Batch # 1665281
		Date: 07/31/2018 Time: 11:00:29AM

Date	Instrument No	Document Type	Transaction Type	Grantor Cons.	Grantee Cons.	Assum. Val.	Pg/Amt
7/31/2018 11:00:29AM	20180731000626700	COR		0.00	0.00	0.00	7
Party 1: CHURCH POINT HOMEOWNERS ASSOCIATION		Party 2:					
			Equipment Fund Fee				5.00
			State Library				1.50
			Pages 1 to 10				14.50
			Open-Space - ALL				1.00
			Filing Fee				5.00
		COR			Total:		27.00
		Fee Total:					27.00
CHECK	25235	VANDEVENTER BLACK					27.00
			Payment Total:				27.00

CHURCH POINT HOMEOWNERS ASSOCIATION, INC.

c/o The Select Group, 2224 Virginia Beach Blvd, Suite 201, Virginia 23454
ofc: (757) 486-6000 fax: (757) 486-6988 email: bgarrett@theselectgroup.us
or visit us at www.theselectgroup.us

December 5, 2019

Homeowner
Church Point Homeowners Association
Virginia Beach, Virginia 23456

Re: Adopted Amendment to the Declarations - Driveways

Dear Homeowner:

Enclosed is a copy of the recorded 2019 Adopted Amendment dealing with architectural guidelines with regards to the composition of driveways and sidewalks. This Amendment was adopted by the Association on November 18, 2019 at their Annual meeting. It is being sent to you with the suggestion that you place it with your copies of the Association documents.

Sincerely,



R. A. Garrett, CMCA®
Association Manager
On behalf of the Board of Directors

Prepared by and return to:
Vandevanter Black LLP
101 W. Main Street, Suite 500
World Trade Center
Norfolk, Virginia 23510

20191126001008180 Pg. 1 OF 8
City of Virginia Beach
11/26/2019 09:52:02 AM DECL-ER
Tina E. Sinnen, Clerk
Grantor Tax Pd - \$.00
State Tax Pd - \$.00

Tax Parcel Number:
Attached

**AMENDMENT TO
DECLARATIONS OF RESTRICTIONS
APPLICABLE TO CHURCH POINT**

(ARCHITECTURAL GUIDELINES)

THIS AMENDMENT TO DECLARATIONS OF RESTRICTIONS APPLICABLE TO CHURCH POINT ("Amendment") is made as of this 18 day of NOVEMBER, 2019, by CHURCH POINT HOMEOWNERS ASSOCIATION, a Virginia nonstock corporation ("Association" or "Grantor").

WITNESSETH:

WHEREAS, Declarant submitted and caused to be recorded various restrictive covenants by declarations of restrictions recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach ("Clerk's Office"), including in Deed Book 2887, Page 0079 corrected at Deed Book 2906, Page 0382; Deed Book 2942, Page 1971; Deed Book 3004, Page 0872; Deed Book 3040, Page 1260; Deed Book 3152, Page 1536; Deed Book 3169, Page 0958, rerecorded at Deed Book 3226, Page 1259; Deed Book 3171, Page 1051, rerecorded in Deed Book 3226, Page 1266; Deed Book 3282, Page 0057; Deed Book 3282, Page 0064; Deed Book 3297, Page 1765; Deed Book 3297, Page 1772; Deed Book 3297, Page 1779; Deed Book 3297, Page 1786; Deed Book 3347, Page 0219; Deed Book 3347, Page 0226, rerecorded in Deed Book 3353, Page 1889; Deed Book 3394, Page 1033; Deed Book 3435, Page 0567; Deed Book 3435, Page 0574; Deed Book 3438, Page 1049; Deed Book 3445, Page 2096; Deed Book 3460 at Page 0128; and Deed Book 3800, Page 1274, as amended (collectively the "Declaration"); and

WHEREAS, the Declaration has been amended by the following instruments: Amendment to Declaration of Restrictions For Church Point and Church Point Farm dated September 28, 1998, recorded in the Clerk's Office on June 7, 1999, in Book 402, Page 0637; Amendment To Declaration dated October 20, 1999, recorded in the Clerk's Office on May 3, 2001, in Book 4409, Page 1166; and Amendment to Declarations of Restrictions (Leasing and Use) dated November 20, 2017, recorded in the Clerk's Office on January 19, 2018, as Instrument No. 20180119000047700, as corrected by the Corrective Amendment To Amendment to Declaration of Restrictions (Leasing and Use) For Church Point Homeowners Association dated July 16, 2018, and recorded in the Clerk's Office on July 31, 2018, as Instrument No. 20180731000626700; and

WHEREAS, Paragraph 13 of the Declaration provides that the Declaration may be amended by the affirmative vote of two-thirds of the members present, in person or by proxy, at a meeting duly convened for the purpose of voting on the amendment, after notice, including a copy of the proposed amendment, and is effective upon recordation in the Clerk's Office; and

WHEREAS, the Association desires to amend the Declaration as set forth herein; and,

WHEREAS, at a meeting of the members duly held on 11-18, 2019, the amendments set forth herein were approved.

NOW, THEREFORE, in consideration of the foregoing and in accordance with Paragraph 13 of the Declaration, the Declaration is amended as follows:

1. Paragraph 7 of the Declaration is amended by deleting the second and third sentences, which provide "All driveways and sidewalks shall be exposed aggregate or stamped concrete. Parking pads adjacent to garage doors shall be permitted to be brushed concrete not to exceed a distance of fifteen (15) feet from the garage door."

2. The first sentence of Paragraph 9 is deleted and replaced with the following:

Without limiting the authority of the Association, acting through the Board of Directors or a committee established for this purpose, to approve or disapprove plans and specifications for any reason in its sole discretion, including variances from the guidelines listed below, the following guidelines are set forth:

3. Paragraph 9 of the Declaration is amended to add the following:


All driveways and sidewalks must be exposed aggregate, stamped concrete, or pavers. Parking pads adjacent to garage doors will be permitted to be brushed concrete not to exceed a distance of fifteen (15) feet from the garage door. Notwithstanding the foregoing, all adjoining and shared driveways and sidewalks must match and be of the same materials.

Except as modified by this Amendment, all the terms and provisions of the Declaration are hereby ratified and confirmed and shall remain in full force and effect.

If any term, covenant, or condition of this Amendment or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, then the remainder of this Amendment or the application of such term, covenant or condition to any other person or circumstance shall not be affected thereby, and each such term, covenant and condition shall be valid and enforceable to the fullest extent permitted by law.

This Amendment shall be filed in the Clerk's Office and shall become effective, for all purposes upon recordation.

CHURCH POINT HOMEOWNERS
ASSOCIATION

By 
Peter A. Burdick, President
Print Name

COMMONWEALTH OF VIRGINIA,
CITY OF VIRGINIA BEACH, to-wit:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Peter A. Burke, President of CHURCH POINT HOMEOWNERS ASSOCIATION, a Virginia nonstock corporation, whose name is signed to the foregoing instrument, has acknowledged the same before me in the aforesaid jurisdiction on behalf of the Association.

GIVEN under my hand and seal on November 18, 2019.



Bonnie G. Herring
Notary Public

My commission expires: June 30, 2021
My notary registration number: #195051

**CHURCH POINT HOMEOWNERS ASSOCIATION
GPIN LIST**

<u>GPIN</u>	<u>ADDRESS</u>	<u>GPIN</u>	<u>ADDRESS</u>
1479 04 0425 0000	1700 Lambs Creek Lane	1479 54 1807 0000	4621 Church Point Place
1479 34 7835 0000	4692 Church Point Place	1479 54 2705 0000	1701 Lanckfield Mews
1479 34 8904 0000	4688 Church Point Place	1479 54 2807 0000	1705 Lanckfield Mews
1479 34 8959 0000	4684 Church Point Place	1479 54 3745 0000	1700 Lanckfield Mews
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1479 35 9034 0000	4680 Church Point Place	1479 54 4764 0000	1701 Caversham Mews
1479 44 0817 0000	4681 Church Point Place	1479 54 4866 0000	1709 Caversham Mews
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1479 44 1971 0000	1705 Fletcher Mews	1479 54 6821 0000	1704 Caversham Mews
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1479 44 4739 0000	1701 Cabriole Mews	1479 54 7910 0000	4589 Church Point Place
1479 44 4930 0000	1705 Cabriole Mews	1479 54 8741 0000	1700 Pilgrims Mews
1479 44 5779 0000	1700 Cabriole Mews	1479 54 8769 0000	1704 Pilgrims Mews
1479 44 5888 0000	1704 Cabriole Mews	1479 54 8960 0000	1708 Pilgrims Mews
1479 44 6788 0000	1701 Caussome Mews	1479 54 9759 0000	1705 Dalwood Mews
1479 44 6878 0000	1705 Caussome Mews	1479 54 9760 0000	1701 Dalwood Mews
1479 44 8717 0000	1700 Caussome Mews	1479 54 9961 0000	1713 Dalwood Mews
1479 44 8838 0000	4633 Church Point Place	1479 55 0073 0000	4620 Church Point Place
1479 44 9746 0000	1701 Hosskine Mews	1479 55 1043 0000	4616 Church Point Place
1479 44 9827 0000	4629 Church Point Place	1479 55 2013 0000	4612 Church Point Place
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1479 45 3097 0000	4656 Church Point Place	1479 55 7076 0000	4580 Church Point Place
1479 45 4066 0000	4652 Church Point Place	1479 55 8057 0000	4576 Church Point Place
1479 45 5046 0000	4648 Church Point Place	1479 55 9037 0000	4572 Church Point Place
1479 45 6015 0000	4644 Church Point Place	1479 64 0699 0000	1700 Dalwood Mews
1479 45 6095 0000	4640 Church Point Place	1479 64 1717 0000	1704 Dalwood Mews
1479 45 7065 0000	4636 Church Point Place	1479 64 1816 0000	1708 Dalwood Mews
1479 45 8044 0000	4632 Church Point Place	1479 64 1924 0000	4561 Church Point Place
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1479 54 0787 0000	1700 Hosskine Mews	1479 64 2836 0000	1709 Hepplewhite Mews

<u>GPIN</u>	<u>ADDRESS</u>	<u>GPIN</u>	<u>ADDRESS</u>
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1479 64 3648 0000	1700 Hepplewhite Mews	1479 65 9197 0000	4516 Church Point Place
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1479 64 3974 0000	1712 Hepplewhite Mews	1479 74 1948 0000	1712 Stone Church Mews
1479 64 4667 0000	1701 Maze Hill Mews	1479 74 2944 0000	4505 Church Point Place
1479 64 4755 0000	1705 Maze Hill Mews	1479 74 3766 0000	4501 Church Point Place
1479 64 4874 0000	1709 Maze Hill Mews	1479 74 5863 0000	1721 Hungers Parish Court
1479 64 4975 0000	1713 Maze Hill Mews	1479 74 6694 0000	1713 Hungers Parish Court
1479 64 6606 0000	1700 Maze Hill Mews	1479 74 6712 0000	1717 Hungers Parish Court
1479 64 6725 0000	1704 Maze Hill Mews	1479 74 7858 0000	1720 Hungers Parish Court
1479 64 6813 0000	1708 Maze Hill Mews	1479 74 7948 0000	1724 Hungers Parish Court
1479 64 6921 0000	1712 Maze Hill Mews	1479 74 8610 0000	1709 Hungers Parish Court
1479 64 7625 0000	1701 Ladysmith Mews	1479 74 8729 0000	1712 Hungers Parish Court
1479 64 7704 0000	1705 Ladysmith Mews	1479 74 9549 0000	1705 Hungers Parish Court
1479 64 7822 0000	1709 Ladysmith Mews	1479 74 9832 0000	1704 Hungers Parish Court
1479 64 7921 0000	1713 Ladysmith Mews	1479 74 9909 0000	4145 Church Point Road
1479 64 8655 0000	1700 Ladysmith Mews	1479 75 0001 0000	1713 Stone Church Mews
1479 64 8773 0000	1704 Ladysmith Mews	1479 75 0167 0000	4512 Church Point Place
1479 64 8872 0000	1708 Ladysmith Mews	1479 75 1147 0000	4508 Church Point Place
1479 64 8970 0000	1712 Ladysmith Mews	1479 75 2116 0000	4504 Church Point Place
1479 64 8989 0000	1716 Ladysmith Mews	1479 75 3114 0000	4500 Church Point Place
1479 64 9784 0000	1701 Stone Church Mews	1479 75 5155 0000	4156 Church Point Road
1479 64 9885 0000	1705 Stone Church Mews	1479 75 6157 0000	4152 Church Point Road
1479 64 9994 0000	1709 Stone Church Mews	1479 75 7158 0000	4148 Church Point Road
1479 65 0008 0000	4568 Church Point Place	1479 75 8260 0000	4144 Church Point Road
1479 65 0089 0000	4564 Church Point Place	1479 75 9260 0000	4140 Church Point Road
1479 65 1059 0000	4560 Church Point Place	1479 84 0654 0000	1701 Hungers Parish Court
1479 65 2130 0000	4556 Church Point Place	1479 84 0850 0000	1700 Hungers Parish Court
1479 65 3111 0000	4552 Church Point Place	1479 84 0919 0000	4141 Church Point Road
1479 65 3181 0000	4548 Church Point Place	1479 84 1982 0000	1725 Lower Church Court
1479 65 4162 0000	4544 Church Point Place	1479 84 2691 0000	1713 Lower Church Court
1479 65 5133 0000	4540 Church Point Place	1479 84 2721 0000	1717 Lower Church Court
1479 65 6020 0000	1716 Maze Hill Mews	1479 84 2801 0000	1721 Lower Church Court
1479 65 6104 0000	4536 Church Point Place	1479 84 3596 0000	1709 Lower Church Court
1479 65 6185 0000	4532 Church Point Place	1479 84 3880 0000	1716 Lower Church Court
1479 65 7030 0000	4533 Church Point Place	1479 84 3992 0000	1724 Lower Church Court
1479 65 7165 0000	4528 Church Point Place	1479 84 4774 0000	1708 Lower Church Court
1479 65 8145 0000	4524 Church Point Place	1479 84 5514 0000	1705 Lower Church Court

<u>GPIN</u>	<u>ADDRESS</u>	<u>GPIN</u>	<u>ADDRESS</u>
1479 84 5964 0000	1705 Stone Church Court	1479 94 4929 0000	1708 Benns Church Place
1479 84 6534 0000	1701 Lower Church Court	1479 94 5450 0000	4009 Lambs Creek Court
1479 84 6705 0000	1704 Lower Church Court	1479 94 5630 0000	4004 Lambs Creek Court
1479 84 6888 0000	1700 Stone Church Court	1479 94 6462 0000	4005 Lambs Creek Court
1479 84 7626 0000	1700 Lower Church Court	1479 94 6630 0000	4000 Lambs Creek Court
1479 84 7976 0000	1704 Stone Church Court	1479 94 7472 0000	1709 Lambs Creek Lane
1479 84 8544 0000	1705 Jordans Parish Place	1479 94 7684 0000	1716 Lambs Creek Lane
1479 84 8666 0000	1709 Jordans Parish Place	1479 94 7954 0000	4080 Timber Ridge Drive
1479 84 8786 0000	1713 Jordans Parish Place	1479 94 8346 0000	1705 Lambs Creek Lane
1479 84 9427 0000	1701 Jordans Parish Place	1479 94 8558 0000	1708 Lambs Creek Lane
1479 84 9806 0000	1717 Jordans Parish Place	1479 94 9365 0000	1701 Lambs Creek Lane
1479 84 9926 0000	1721 Jordans Parish Place	1479 94 9545 0000	1704 Lambs Creek Lane
1479 85 0252 0000	4136 Church Point Road	1479 94 9775 0000	4056 Church Point Road
1479 85 1072 0000	1729 Lower Church Court	1479 94 9803 0000	4081 Timber Ridge Drive
1479 85 1252 0000	4132 Church Point Road	1479 94 9964 0000	4077 Timber Ridge Drive
1479 85 2253 0000	4128 Church Point Road	1479 95 0141 0000	1728 Jordans Parish Place
1479 85 3083 0000	4123 Church Point Road	1479 95 0301 0000	4096 Church Point Road
1479 85 3244 0000	4124 Church Point Road	1479 95 1035 0000	1724 Jordans Parish Place
1479 85 5066 0000	1709 Stone Church Court	1479 95 1301 0000	4092 Church Point Road
1479 85 5216 0000	4116 Church Point Road	1479 95 2321 0000	4088 Church Point Road
1479 85 6217 0000	4112 Church Point Road	1479 95 3010 0000	1709 Benns Church Place
1479 85 7078 0000	1708 Stone Church Court	1479 95 3320 0000	4084 Church Point Road
1479 85 7208 0000	4108 Church Point Road	1479 95 4158 0000	1701 Ware Parish Court
1479 85 8219 0000	4104 Church Point Road	1479 95 5228 0000	1705 Ware Parish Court
1479 85 9036 0000	1725 Jordans Parish Place	1479 95 6005 0000	1700 Ware Parish Court
1479 85 9300 0000	4100 Church Point Road	1479 95 6306 0000	1709 Ware Parish Court
1479 94 0530 0000	1700 Jordans Parish Place	1479 95 7102 0000	1704 Ware Parish Court
1479 94 0649 0000	1708 Jordans Parish Place	1479 95 7285 0000	1708 Ware Parish Court
1479 94 0660 0000	1704 Jordans Parish Place	1479 95 7336 0000	1712 Ware Parish Court
1479 94 0875 0000	1716 Jordans Parish Place	1479 95 8022 0000	4076 Timber Ridge Drive
1479 94 1676 0000	4037 Upper Bishops Court	1479 95 8192 0000	4072 Timber Ridge Drive
1479 94 1934 0000	1720 Jordans Parish Place	1479 95 9168 0000	4068 Timber Ridge Drive
1479 94 2842 0000	1701 Benns Church Place	1489 04 0679 0000	4052 Church Point Road
1479 94 2953 0000	1705 Benns Church Place	1489 04 0979 0000	4069 Timber Ridge Drive
1479 94 3498 0000	4012 Lambs Creek Court	1489 04 1347 0000	4049 Church Point Road
1479 94 4450 0000	4013 Lambs Creek Court	1489 04 1652 0000	4048 Church Point Road
1479 94 4539 0000	4008 Lambs Creek Court	1489 04 2364 0000	4045 Church Point Road
1479 94 4729 0000	1700 Benns Church Place	1489 04 2567 0000	4044 Church Point Road
1479 94 4868 0000	1704 Benns Church Place	1489 04 2863 0000	1721 Timber Ridge Court

<u>GPIN</u>	<u>ADDRESS</u>	<u>GPIN</u>	<u>ADDRESS</u>
1489 04 2946 0000	1725 Timber Ridge Court	1489 13 6585 0000	1613 Meeting House Lane
1489 04 3374 0000	4041 Church Point Road	1489 13 6658 0000	1617 Meeting House Lane
1489 04 3585 0000	4040 Church Point Road	1489 13 6811 0000	1621 Meeting House Lane
1489 04 3745 0000	1717 Timber Ridge Court	1489 13 7288 0000	
1489 04 4372 0000	4037 Church Point Road	1489 13 7433 0000	1609 Meeting House Lane
1489 04 4594 0000	4036 Church Point Road	1489 13 9034 0000	1601 Meeting House Lane
1489 04 4772 0000	1713 Timber Ridge Court	1489 13 9923 0000	3937 Meeting House Road
1489 04 4913 0000	1716 Timber Ridge Court	1489 14 0647 0000	4016 Church Point Road
1489 04 5371 0000	4033 Church Point Road	1489 14 1743 0000	4012 Church Point Road
1489 04 5761 0000	1709 Timber Ridge Court	1489 14 2129 0000	4017 Church Point Road
1489 04 5921 0000	1712 Timber Ridge Court	1489 14 2336 0000	4013 Church Point Road
1489 04 6380 0000	4029 Church Point Road	1489 14 4385 0000	3953 Meeting House Road
1489 04 6503 0000	4032 Church Point Road	1489 14 5009 0000	1629 Meeting House Lane
1489 04 6780 0000	1705 Timber Ridge Court	1489 14 6215 0000	1633 Meeting House Lane
1489 04 6931 0000	1708 Timber Ridge Court	1489 14 6693 0000	3956 Meeting House Road
1489 04 7522 0000	4028 Church Point Road	1489 14 6882 0000	3864 Church Point Road
1489 04 7940 0000	1704 Timber Ridge Court	1489 14 6964 0000	4004 Timber Ridge Drive
1489 04 8239 0000	4025 Church Point Road	1489 14 7480 0000	3948 Meeting House Road
1489 04 8566 0000	4024 Church Point Road	1489 14 7521 0000	3952 Meeting House Road
1489 04 8722 0000	1701 Timber Ridge Court	1489 14 8006 0000	1632 Meeting House Lane
1489 04 8854 0000	1700 Timber Ridge Court	1489 14 8381 0000	3944 Meeting House Road
1489 04 9380 0000	4021 Church Point Road	1489 14 8687 0000	3861 Church Point Road
1489 04 9652 0000	4020 Church Point Road	1489 14 8864 0000	3860 Church Point Road
1489 05 0256 0000	4064 Timber Ridge Drive	1489 14 8926 0000	1705 Church Point Court
1489 05 1049 0000	4063 Timber Ridge Drive	1489 14 9251 0000	3940 Meeting House Road
1489 05 1269 0000	4060 Timber Ridge Drive	1489 14 9466 0000	1685 Church Point Lane
1489 05 2160 0000	4059 Timber Ridge Drive	1489 14 9515 0000	1689 Church Point Lane
1489 05 2279 0000	4056 Timber Ridge Drive	1489 15 0013 0000	4031 Timber Ridge Drive
1489 05 4028 0000	4051 Timber Ridge Drive	1489 15 0250 0000	4032 Timber Ridge Drive
1489 05 4207 0000	4052 Timber Ridge Drive	1489 15 1021 0000	4027 Timber Ridge Drive
1489 05 5047 0000	4047 Timber Ridge Drive	1489 15 1179 0000	4028 Timber Ridge Drive
1489 05 5236 0000	4048 Timber Ridge Drive	1489 15 5122 0000	4012 Timber Ridge Drive
1489 05 6066 0000	4043 Timber Ridge Drive	1489 15 6015 0000	4008 Timber Ridge Drive
1489 05 6265 0000	4044 Timber Ridge Drive	1489 15 7171 0000	1709 Church Point Court
1489 05 7085 0000	4039 Timber Ridge Drive	1489 15 9122 0000	1708 Church Point Court
1489 05 7294 0000	4040 Timber Ridge Drive	1489 22 4890 0000	1601 Spring House Trail
1489 05 9003 0000	4035 Timber Ridge Drive	1489 23 0626 0000	1612 Meeting House Lane
1489 05 9232 0000	4036 Timber Ridge Drive	1489 23 0867 0000	3933 Meeting House Road
1489 13 5954 0000		1489 23 1164 0000	1600 Meeting House Lane

<u>GPIN</u>	<u>ADDRESS</u>	<u>GPIN</u>	<u>ADDRESS</u>
1489 23 2308 0000	1604 Meeting House Lane	1489 24 8462 0000	3904 Meeting House Road
1489 23 2813 0000	3929 Meeting House Road	1489 24 8730 0000	3817 Church Point Road
1489 23 3799 0000	3925 Meeting House Road	1489 24 8908 0000	3824 Church Point Road
1489 23 5836 0000	3921 Meeting House Road	1489 24 9188 0000	3905 Meeting House Road
1489 23 6459 0000	1609 Spring House Trail	1489 24 9623 0000	3813 Church Point Road
1489 23 6933 0000	3917 Meeting House Road	1489 24 9904 0000	3820 Church Point Road
1489 23 8073 0000	1600 Spring House Trail	1489 25 0056 0000	1704 Church Point Court
1489 23 8144 0000	1604 Spring House Trail	1489 25 1070 0000	3848 Church Point Road
1489 23 9253 0000	1608 Spring House Trail	1489 25 2073 0000	3844 Church Point Road
1489 24 0167 0000	3936 Meeting House Road	1489 25 3094 0000	3840 Church Point Road
1489 24 0480 0000	1681 Church Point Lane	1489 25 4093 0000	3836 Church Point Road
1489 24 0782 0000	1692 Church Point Lane	1489 25 5092 0000	3832 Church Point Road
1489 24 0952 0000	1700 Church Point Court	1489 25 7000 0000	3828 Church Point Road
1489 24 1183 0000	3928 Meeting House Road	1489 33 2603 0000	1620 Spring House Trail
1489 24 1384 0000	1677 Church Point Lane	1489 33 4986 0000	1632 Spring House Trail
1489 24 1610 0000	1684 Church Point Lane	1489 34 0533 0000	3900 Meeting House Road
1489 24 2182 0000	3924 Meeting House Road	1489 34 0802 0000	3816 Church Point Road
1489 24 2536 0000	1676 Church Point Lane	1489 34 0973 0000	1705 Merchants Hope Court
1489 24 2718 0000	3845 Church Point Road	1489 34 1193 0000	1633 Spring House Trail
1489 24 3197 0000	3920 Meeting House Road	1489 34 1335 0000	3901 Meeting House Road
1489 24 3315 0000	1673 Church Point Lane	1489 34 1657 0000	1700 Merchants Hope Court
1489 24 3559 0000	1668 Church Point Lane	1489 34 1998 0000	1709 Merchants Hope Court
1489 24 3811 0000	3841 Church Point Road	1489 34 2755 0000	1704 Merchants Hope Court
1489 24 4319 0000	1669 Church Point Lane	1489 34 3321 0000	1641 Spring House Trail
1489 24 4646 0000	1664 Church Point Lane	1489 34 3507 0000	3804 Church Point Road
1489 24 4813 0000	3837 Church Point Road	1489 34 3818 0000	1708 Merchants Hope Court
1489 24 5213 0000	3916 Meeting House Road	1489 34 4523 0000	3800 Church Point Road
1489 24 5414 0000	1665 Church Point Lane	1489 34 4731 0000	1653 Spring House Trail
1489 24 5674 0000	1660 Church Point Lane	1489 34 4885 0000	1657 Spring House Trail
1489 24 5842 0000	3829 Church Point Road	1489 34 5099 0000	1636 Spring House Trail
1489 24 6238 0000	3912 Meeting House Road	1489 34 6275 0000	1640 Spring House Trail
1489 24 6512 0000	1661 Church Point Lane	1489 34 6920 0000	1661 Spring House Trail
1489 24 6850 0000	3825 Church Point Road	1489 34 7338 0000	
1489 24 7031 0000	3913 Meeting House Road	1489 34 7511 0000	1648 Spring House Trail
1489 24 7345 0000	3908 Meeting House Road	1489 34 7559 0000	1652 Spring House Trail
1489 24 7746 0000	3821 Church Point Road	1489 34 8616 0000	1656 Spring House Trail
1489 24 8067 0000	3909 Meeting House Road	1489 44 1824 0000	1660 Spring House Trail