

DEED NO. 1712 S = C. TAX=

PROTECTIVE COVENANTS
WILLOW OAKS
CITY OF HAMPTON, VIRGINIA

Willow Oaks Development Company, a Limited Partnership, acting by and through its Sole General Partner, Jefferson C. Harrison, here by declares and sets forth that it is the sole owner of all the land shown upon the plat of "Willow Oaks, Hampton, Virginia," dated March 24, 1972 made by William M. Sours, Surveyor, and duly recorded in Plat Book 6, page 123, in the Clerk's Office of the Circuit Court for the city of Hampton, Virginia and that the following conditions and restrictions shall be covenants real, running with the land and applicable and binding upon the present and future owners of all the numbered lots of land and all other areas shown on said plat, hereafter referred to as "the subdivision", for a period of thirty (30) years from the date these covenants are recorded, namely:

1. LAND USE AND BUILDING TYPE:

No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than two cars.

2. DWELLING REQUIREMENTS:

No dwelling shall be constructed on any lot unless the area of the main structure meets with the following requirements;

- (a) One story dwellings shall have a minimum of 1,000 square feet exclusive of open porches and garages.
- (b) Split-level dwellings shall have a minimum of 1,000 square feet on the ground floor exclusive of open porches, patios, carports, and garages having no living quarters above them. The ground floor shall consist of the lower floor levels of the dwelling.
- (c) One and one-half (1-1/2) story dwellings shall have a minimum ground floor area of not less than 900 square feet, and a second floor area of not less than 400 feet, exclusive of open porches and garages.
- (d) Two story dwellings shall have a minimum ground area of not less than 700 square feet and a second floor area of not less than 700 square feet, exclusive of open porches and garages.

3. ARCHITECTURAL REQUIREMENTS AND ARCHITECTURAL CONTROL COMMITTEE;

No building, garage, accessory building, outbuilding, fence nor any addition to existing buildings, garages, accessory buildings or fences nor any other structure, pole, radio, or television aerial or transmitter mast or tower except structures permitted under the provisions of paragraph 7 of these restrictions, shall be erected or permitted to remain upon any lot in the subdivision, unless the plans and specifications for the same (two copies) a plat showing placement of the building or structure upon the lot (two copies) and such additional information as to exterior materials and architecture (two copies) as may be called for by the Willow Oaks Architectural Control Committee have been signed by said Committee and approved by it in writing. The said Committee, to consist of no less than three or more than five members, appointed by the general partner of the said Willow Oaks Development Company, a Limited Partnership, shall, if the said plans, specifications, plat and other information be approved, return one copy of all documents filed to the party filing the same, with the approval thereof endorsed upon each and signed by the Chairman of the Committee. The standard to be applied shall be determined and/or changed by the Committee from time to time as it, in its sole discretion, shall determine with the general standards, to be applied being calculated to ensure harmony of exterior design, appearance materials and placement of building and structures, within the subdivision. The members of the said committee shall be appointed, reappointed, and removed after the date or recordation of this instrument, by the general partner of the partnership, as he, in his sole discretion, sees fit, until such time, as he, in his sole discretion may

determine, it is deemed advisable to delegate this authority permanently to a new committee, composed of not less than three nor more than five person designated by such civic organization as may hereafter be formed, in the subdivision, with membership limited to residents thereof, and/or owners of numbered lots in the said subdivision. After the said delegation has been accomplished, the said new committee shall succeed to all powers and obligations of Willow Oaks Architectural Control Committee as set forth in these restrictions, and may be appointed , reappointed and removed under such rules and by-laws as may be prescribed by the said Civic Organization and the interest and control of the said general partner as to matters contained in this paragraph shall cease upon the said delegation being accomplished.

4. BUILDING LOCATION:

The front of each numbered building lot shown on the said plat is indicated by the "30' Min. Building Setback Line", Set forth on said plat. No building shall be located on any numbered building lot shown upon the said plat, unless the front of the said building faces the front of the lot upon which it is located, nor shall any building be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback line shown on the recorded plat. There shall be a side building setback line shown on the recorded plat. There shall be a side yard along each side of each building and the sum of the sides thereof shall be not less than twenty-five percent (25%) of the lot's width measured at the building setback line. The minimum width of any such side yard shall be ten percent (10%) of the lot's width except that if the total required width of the two side yards is 25' or more, one need not be more than ten (10) feet in width. There shall be a rear yard having depth of not less than twenty (20) feet, provided that if the depth of the lot is greater than seventy-five (75) feet, the required depth of the rear yard shall be increased by an amount equal to one-third of the rear yard depth over seventy-five (75) feet, however, no such rear yard need to be more than thirty-five (35) feet in depth. Every rear yard shall extend to and be measured from the rearmost portion of the main building. No garage building shall be more than one story in height nor cover more than twenty percent (20%) of the rear yard; no detached garage building shall be located closer than five (5) feet to the rear property line nor closer than three (3) feet to the side property line.

For the purpose of this covenant, eaves, steps, and open porches, excepting side porches, shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

5. SEWAGE DISPOSAL:

Every dwelling unit constructed within this subdivision shall be connected to public sewage disposal system.

6. EASEMENTS:

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of subdivision.

7. UNDERGROUND ELECTRICAL AND TELEPHONE SERVICE:

Neither poles nor other structures for the carrying or transmission of electric power or telephone service, nor any electric or telephone line or cable, elevated or carried above the surface of the land or ground and not completely enclosed within some building or structure permitted under the provisions of these restrictions, shall be erected, altered, placed, or permitted to remain upon either: (1) any lot in the subdivision, or (2) in or upon any street, alley, sidewalk, curb, gutter, or easement or right of way included within the subdivision. All electric/telephone service facilities constructed or placed within the subdivision, unless completely enclosed within some building or structure permitted under the provisions of these restrictions must be carried, housed, or placed beneath the surface of the land in subdivision.

- (a) The provisions of the paragraph 7 shall not apply to street lights supported by columns, or transformer boxes and containers for electrical equipment used in connection with provided electric or telephone service to permitted structures within the subdivision, so long as such transformer boxes or containers do not project more than five (5) feet above the surface of the ground and so long as such street lights and columns supporting them, and such transformer boxes and containers are not attached directly to electric or telephone wires and cables elevated above the surface of the ground; nor shall the provisions of this paragraph 7 apply to electric or telephone

wires and cables, elevated above the surface of the ground, but attached throughout their exposed or elevated length to the side of some building or structure permitted under the provisions of these restrictions.

8. WAIVER OF RESTRICTIONS:

- (a) The requirement of paragraphs 3, 4, and 7 of this instrument may be waived as to any individual lot or structure by the unanimous vote of the Willow Oaks Architectural Control Committee or its successor appointed by the said Civic Organization as set forth in paragraph 3 above; provided, however, that no such waives shall be granted by the Committee unless: (1) the duly constituted and appointed authorities of the municipal corporation having authority over the said subdivision shall have first certified to the Committee in writing that the construction for which a waiver of restrictions is sought is either not in violation of the ordinance of the said municipal corporation, or that a proper and valid variance has been granted by the said municipal corporation to correct or allow any existing or proposed violation of the applicable ordinance, as to the particular lot and construction in question, and (2) the Willow Oaks Architectural Control Committee, by unanimous vote of all its members determine that such waiver, if granted, adversely affects neither the value of property in the subdivision nor the general appearance of the subdivision.
- (b) The granting or denial of a waiver by the Committee under this paragraph 8 of these restrictions shall be a matter solely within the discretion of the Committee, and neither the Committee nor any of its members, jointly or individually, shall be subject to any liability to any person or organization whatsoever as a result of any action or inaction of the Committee.

9. NUISANCES:

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance to the neighborhood.

10. FENCES:

No fence shall be erected on any lot nearer to a street than the minimum setback line shown on the recorded plat.

11. TEMPORARY STRUCTURES:

No trailer, camper or tent shall be used on any lot, at any time as a residence either temporarily or permanently.

12. LIVESTOCK AND POULTRY:

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other similar household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

13. SIGNS:

No sign of any kind shall be displayed to the public view on any lot, except one profession sign of not more than five (5) 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.

14. GARBAGE AND REFUSE DISPOSAL:

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition to the rear of the dwelling concerned.

15. SIGHT DISTANCE AT INTERSECTIONS:

No wall, hedge or shrub planting which obstructs sight lines at elevation between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street property lines, or in the case of a rounded property corner from the intersections of the street property lines extended. The same sight-line limitations are to apply on any lot within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersection unless the foliage is maintained at sufficient height to prevent obstruction of such sight lines.

16. TERM:

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

17. ENFORCEMENT:

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violating or to recover damages, reasonable attorney's fees and court costs, or both.

18. SEVERABILITY:

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

WITNESS the following signature and seal this 4th day of April, 1972.

WILLOW OAKS DEVELOPMENT COMPANY
A Limited Partnership
Original Signed by: Jefferson C. Harrison (seal)
Sole General Partner