

6081

R E S T R I C T I O N S

KNOW ALL MEN BY THESE PRESENTS:

FERRELL GENERAL CONSTRUCTION COMPANY, INC., a Virginia corporation ("Declarant"), does hereby declare and set forth that it is the owner of the Property described as follows:

That certain parcel of land situate in Powhatan District, James City County, Virginia, containing 52.17 acres and set out and shown on a plat attached to a certain Deed dated October 21, 1988 and entitled "PLAT OF SURVEY, A PARCEL CONTAINING 52.17 ACRES OWNED BY JOSEPH A. CARLTON & JULIA CARLTON MITCHELL, EST., POWHATAN DISTRICT, JAMES CITY COUNTY, VIRGINIA" made by AES, a professional corporation, and dated August 30, 1988. ("Subdivision").

The said Declarant does further declare and set forth that the following conditions and restrictions shall be covenants real and running with the land and applicable and binding upon the present and future owners of the above numbered lots of land as shown on the said plat.

FIRST: All of the said numbered lots shall be residential sites and used solely for residential purposes, and no structure shall be erected upon any one residential site other than one detached single family dwelling with the usual out-buildings.

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

THIRD: None of said lots shall be resubdivided for the purpose of making additional building sites.

FOURTH: No trailer, basement, tent, shack, garage, barn or other out-building erected in the tract shall be used at any time as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

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

SIXTH: There shall be no outdoor open airing or drying of any clothing, bed linens, blankets, rugs, etc. on the Properties except at such locations and on such terms and conditions as may be prescribed by Declarant

SEVENTH: It shall be the owner's responsibility to keep the area between the boundary line of his lot in the Subdivision and the surface of any adjoining road or roads, cleared of all brush, tall grasses, weeds, trash, garbage or other waste. All lots shall be kept clear of trash, garbage or other waste. If the owner of any lot fails to perform this covenant, then the FOX RIDGE HOMEOWNERS ASSOCIATION, at its sole option, shall have the right to perform any necessary maintenance or clearing and the owner hereby agrees to reimburse the FOX RIDGE HOMEOWNERS ASSOCIATION its costs.

EIGHTH: No owner, resident or lessee shall install wiring for electrical or telephone installation, radio or television antennae, machines or air conditioning units, etc. on the exterior of any building or structure or in a way that causes same to protrude through the walls or the roof of any building or structure except as authorized by Declarant

NINTH: Inoperative or unlicensed cars, trucks or other vehicles shall not be parked or stored on streets, parking areas or lots.

TENTH: The respective lots shall not be rented by any owner thereof for transient or hotel purposes, which shall be defined as (a) rental for any period less than thirty (30) days; or (b) any rental if the occupants are provided customary hotel services, such as room service for food and beverage, maid service, furnishing laundry and linen, and bellboy service. Other than the foregoing obligations, the owners of the respective lots shall have the absolute right to lease same provided that said lease is made subject to the covenants and restrictions contained in this Declaration.

ELEVENTH: No building, fence, wall or other structure shall be commenced, erected or maintained upon the subdivision, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by Declarant or by an architectural committee appointed by Declarant. In the event Declarant, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this paragraph will be deemed to have been complied with fully. No living tree with a

diameter of six inches or more shall be destroyed by any person without approval of Declarant or an architectural committee. Any construction shall be completed within twelve months of the date of approval.

TWELFTH: Setback building lines, rear and side yard areas shall conform with the minimum requirements of the Zoning Ordinances of James City County, Virginia, and with such lines as may be shown on the recorded plat of subdivision, or with such variances, if any, as may be approved by the Board of Zoning Appeals of James City County, Virginia.

THIRTEENTH: No sign of any kind shall be displayed to the public view on any lot, except one professional sign of not more than one square foot, or one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

FOURTEENTH: 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 materials shall be kept in a clean and sanitary condition.

FIFTEENTH: It shall be lawful for any person or persons owning any of the above described lots, as well as the FOX RIDGE HOMEOWNERS ASSOCIATION, to prosecute any proceedings at law or in equity any person or persons violating or attempting to violate any of the foregoing conditions and restrictions, and either to prevent him or them from so doing or to recover damages for such violations.

SIXTEENTH: No fence shall be erected, placed or permitted to remain on any lot nearer to any street than the minimum building setback line.

SEVENTEENTH: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear seven and one-half (7 1/2) feet of each lot and as may be granted by separate instrument to Virginia Electric Power Company, Chesapeake & Potomac Telephone Company of Virginia, or any other utility company. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow or drainage channels in the easements, or which may obstruct or retard easement area of each lot, and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

EIGHTEENTH: Each owner of a lot in the Subdivision shall be a member of the FOX RIDGE HOMEOWNERS ASSOCIATION (a Virginia corporation) and by acceptance of a deed to such lot, whether stated therein or not, agrees to comply with the By-Laws and Articles of Incorporation of such Association, including payment of any dues properly assessed. Unpaid dues, interest, late charges and collection costs, including reasonable attorney's fees, if any, shall be a lien against the lot on which they were assessed.

NINETEENTH: Sale or transfer of any Lot shall not affect the assessment lien; however, in the event that any person, firm or corporation shall acquire title to any Lot by virtue of any foreclosure of any first mortgage or first deed of trust or any proceedings in lieu thereof, such person, firm or corporation so acquiring title shall only be liable and obligated for assessments as shall accrue and become due and payable for said Lot and its appurtenant interest in Common Area subsequent to the date of acquisition of such title, and shall not be liable for the payment of any assessments which were in default and delinquent at the time it acquired such title, provided that such lien shall attach to any excess proceeds of the foreclosure. In the event of the acquisition of title to a Lot by foreclosure or judicial sale, any assessment or assessments as to which the party so acquiring title shall not be liable shall be absorbed and paid by all Owners of all Lots as a part of the common expense although nothing herein contained shall be construed as releasing the party liable for such delinquent assessment from the payment thereof or the enforcement of collection of such payment by means other than foreclosure.

TWENTIETH: 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 (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) 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.

TWENTY-FIRST: Should any of these covenants be declared invalid by any competent authority, it shall in no wise affect any of the other covenants herein, which shall remain in full force and effect.

IN WITNESS WHEREOF, the said Declarant has caused its name to be signed by the proper officer in its behalf first duly authorized on this the ____ day of _____, 1989.

ANDERSON
& FRANCE, P.C.
ATTORNEYS AT LAW
POST OFFICE BOX 618
WILLIAMSBURG, VA. 23187

FERRELL GENERAL CONSTRUCTION COMPANY, INC.

By: Jesse B. Ferrell
Jesse B. Ferrell, President

STATE OF VIRGINIA

COUNTY OF JAMES CITY, to-wit:

The foregoing instrument was acknowledged before me this 30th day of JUNE, 1989, by Jesse B. Ferrell (President of Ferrell General Construction Company, Inc., a Virginia corporation, on behalf of the corporation).

S. M. Franck
NOTARY PUBLIC

My commission expires: 4-26-91

VIRGINIA: City of Williamsburg and County of James City, to Wit:
In the Clerk's office of the Circuit Court of the City of Williamsburg and County of James City the 30th day of June, 1989. This instrument was presented with certificate annexed and admitted to record at 3:55 o'clock
Test: Helen S. Ward Clerk
By: [Signature]
[Signature]

PLAT RECORDED IN
P.L. NO. 51 PAGE 4

Fox Ridge of Williamsburg Homeowners Association, Inc.
P. O. Box 413, Lightfoot, VA 23090
Architectural Review Guidelines
Other than Deed Restrictions and James City County Code, there are no documented guidelines.
Mar. 2, 2002
Important Information

Declaration of Deed Restrictions:

- First: All of the said numbered lots shall be residential sites and used solely for residential purposes, and no structure shall be erected upon any one residential site other than one detached single family dwelling with the usual out-buildings.
- Second: No noxious or offensive trade or activity shall be carried on upon any lots, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
- Eleventh: No building, fence, wall or other structure shall be commenced, erected or maintained upon the subdivision, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to the surrounding structures and topography by Declarant or by an architectural committee appointed by Declarant. In the event Declarant, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after such plans and specifications have been submitted to it, approval will not be required and this paragraph will be deemed to have been complied with fully. No living tree with a diameter of six inches or more shall be destroyed by any person without approval of Declarant or an architectural committee. Any construction shall be completed within twelve months of the date of approval.
- Twelfth: Setback building lines, rear and side yard areas shall conform with the minimum requirements of the Zoning Ordinances of James City County, Virginia, and with such lines as may be shown on the recorded plat of subdivision, or with such variances, if any as may be approved by the Board of Zoning Appeals of James City County, Virginia.
- Sixteenth: No fence shall be erected, placed or permitted to remain on any lot nearer to any street than the minimum building setback line.
- Seventeenth: Essentially states that the rear seven and one half feet of each lot are reserved for utility easements. Read the entire section and check your survey to see how it may apply to you.
- Present Zoning Setbacks: From Filed Plat: 25' from edge of VDOT 50' R/W (front and side road on corner lots), 10' side and rear yard setbacks. (5' side and rear yard setback for accessory structures). Always check with JCC for any zoning changes.

FRWHA Articles of Incorporation:

Article IV: This association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Area within that certain tract of property described as: ...<see articles>...

As of Mar.2, 2002, the Board of Directors is the Architectural Control Committee and any two members may approve or deny applications. Also permission is granted, in accordance with the eleventh deed restriction, for all homeowners to cut trees with diameters greater than six inches in accordance with James City County Code.

Architectural Control policy is to approve all applications submitted that conform to the Declaration of Deed Restrictions filed June 30, 1989 with the Clerk of the Circuit Court of the City of Williamsburg and County of James City.

All projects must be on your property/Lot.

Approval does not exempt the homeowner from responsibility or liability for safety, code compliance, and workmanship quality.

FYI Phone numbers: JCC Code Compliance, 757-253-6626; JCC Zoning, 757-253-6685; JCC Storm water and Resource Protection Area 757-253-6670.