

R. 9.2.10 DECLARATION OF COVENANTS AND RESTRICTIONS

Bowman, Green Hampton
& Kelly, PLLC
501 Independence Ave/S. 201
Chesapeake, VA 23320

OF
THE COVE AT OYSTER POINT

THIS DECLARATION, made this 23rd day of August, 2010, by B & L FARMS, INC., a Virginia corporation, referred to hereinafter as the "Developer."

WITNESSETH:

WHEREAS, the Developer is the Owner of the real property described in Exhibit A of this Declaration, which the Developer desires to develop into a residential community known or to be known as "The Cove at Oyster Point"; and

WHEREAS, the Developer desires to provide for the preservation of the values and amenities in said community and, and to this end desires to subject the real property described in Exhibit A to the covenants, conditions, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each Owner thereof.

NOW, THEREFORE, the Developer for itself, its successors and assigns, declare that the real property described in Exhibit A, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "covenants, conditions and restrictions") hereafter set forth.

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. The following words, phrases or terms when used in this Declaration or in any instrument supplemental to this Declaration shall, unless the context otherwise prohibits, have the following meanings:

A. "Declaration" shall mean and refer to this document of Covenants and Restrictions as it may from time to time be supplemented, extended, or amended in the manner provided for herein.

B. "Lot" shall mean and refer to any portion of the Property under the scope of this Declaration and (i) identified as a separate parcel on the tax records of the Northumberland County, Virginia, or (ii) shown as a separate Lot upon any recorded subdivision map.

C. "Developer" shall mean and refer to B & L Farms, Inc., a Virginia corporation, its successors and assigns.

D. "Owner(s)" shall mean and refer to the record Owner, whether one or more persons or entities, of equitable or beneficial title (or legal title if same has merged) of any Lot. The foregoing does not include persons or entities who hold an interest in any Lot merely as security for the performance of an obligation. Except as stated otherwise herein, "Owner" shall not include one who has merely contracted to purchase any property or a lessee or tenant, of any residence. The term "Owner" shall not include Developer. For the purpose of the enforcement of the covenants and restrictions set forth herein, "Owner" shall also include the family, invitees, licensees, and lessees of any Owner, together with any other person or parties holding any possessory interest granted by such Owner in any Lot.

E. "Property" shall mean and refer to all properties which are subject to this Declaration pursuant to Section 2.01 hereof.

F. "Unit" shall mean and refer to each completed dwelling (as evidenced by issuance of a Certificate of Occupancy issued by Northumberland County, Virginia) including any garage, situated upon the Property or any dwelling unit on the Property which has been occupied as a residence.

ARTICLE II

PROPERTY

2.01. Property. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Northumberland County in the Commonwealth of Virginia, all of which property shall be hereinafter referred to as "Property". The real property subject to this Declaration is known as The Cove at Oyster Point and is described in Exhibit A attached hereto.

ARTICLE III

GENERAL COVENANTS AND RESTRICTIONS

Section 3.01. Advertising and Signs. As it is the Developer's intention that The Cove at Oyster Point will be a residential community, except for signs erected by or with the permission of the Developer in connection with the initial development, no additional sign of any commercial nature other than those installed in connection with the sale of a property shall be placed on any Lot or other portion of the Property.

Section 3.02. Pets and Other Animals. No animals other than dogs, cats or other household pets shall be kept on the Property. Owners shall control and manage all pets kept on the Property to prevent them from becoming a nuisance or danger to the other occupants of the Property.

Section 3.03. Protective Screening and Fences. No fence, wall, or screen planting of any kind shall be planted, installed or erected upon a Lot or other portion of the Property unless approved by Developer in writing.

Section 3.04. Garbage and Refuse Disposal. Except for building materials during the course of construction or repair of any approved improvements, no lumber, metals, bulk materials, rubbish, refuse, garbage, trash or other waste material (all of which are referred to hereinafter as "Trash") shall be kept, stored, or allowed to accumulate outdoors on any portion of the Property, except in sanitary containers and screened from adjacent and surrounding property.

Section 3.05. No Above Surface Utilities Without Approval. No facilities, including without limitation, poles and wires for the transmission of electricity or telephone messages, and water, gas, sanitary and storm sewer drainage pipes and conduits shall be placed or maintained above the surface of the ground, unless there is prior written approval given by the Developer.

Section 3.06. Noxious or Offensive Activities. No noxious or offensive activity shall be carried out upon any portion of the Property.

Section 3.07: Oil and Mining Operations No portion of the Property shall be used for the purpose of boring, drilling, refining, mining, or quarrying; however, this section is not intended to preclude the drilling of wells for provision of water:

Section 3.08. Manufacturing or Commercial Operations. No manufacturing or commercial operation of any kind shall be maintained on, in front of or in connection with any Lot. The property shall be used solely for residential purposes; however, this shall not preclude construction and use of a personal hobby shop. Notwithstanding the foregoing, the construction and use of dockage of a commercial boat used for oystering, crabbing, fishing or any other water related activity is allowed provided; however, that no more than two (2) boats engaged in any such activities, including one (1) fishing party boat, shall be docked at the wharf abutting any Lot.

Section 3.09. Dwelling in Other than Residential Units. No temporary building, trailer, basement, tent, shack, barn, outbuilding, shed or other temporary structure shall be used, temporarily or permanently, as a dwelling on any Lot.

Section 3.10. Television and Radio Antennas/Satellite Dishes. Any outside antenna or satellite dish erected on any Lot or other portion of the Property shall be erected and maintained on each Lot in an inconspicuous location. This prohibition shall include any similar apparatus or equipment for receiving or transmitting radio, television or other transmissions not presently in use but which may be developed, invented, adopted or created subsequent to the date hereof.

Section 3.12. Residential Use Only Except as otherwise expressly provided in this Declaration, the Lot shall be used only for residential purposes and purposes incidental and accessory thereto, except that prior to transfer of title by the Developer to all of the Lot the Developer may use one or more Lots or other portions of the Property for model homes and/or a real estate sales office. The rights reserved hereunder to the Developer are also reserved and granted unto builders who purchase vacant Lots from the Developer for the purpose of constructing houses thereon.

Only one (1) private dwelling house with necessary outbuildings shall be permitted on each property. Such dwelling house shall be used as a private residence only and shall contain no less than 1600 square feet of living area, exclusive of porches, patios, garages, carports, verandas or basements. The exterior of any building constructed on any lot or parcel must be completed within twelve(12) months from the date of the commencement of the construction thereof.

Section 3.13. Outside. No house trailer or mobile home shall be parked on any lot in The Cove at Oyster Point at any time. Provided, however, this restriction shall not prevent the temporary use of a travel camper/motor home on any lot by the owner of said lot during the period of construction of a residence upon said lot. A travel camper/motor home may be stored on the premises after residential construction has been completed.

Section 3.14. Outdoor Repair Work. With respect to a Lot or other portion of the Property to which title has been transferred by the Developer, no extensive work on any motor vehicles, boats or machines of any kind shall be permitted outdoors on such Lot or portion thereof except that necessary to enable the operation of the owners personal vehicles.

Section 3.16. Clotheslines. Outdoor clotheslines or other facilities for the drying or airing of any clothing or bedding shall only be permitted in an inconspicuous location on any Lot or portion of the Property.

Section 3.17. No Transient Leases. An Owner shall not lease a Unit to a transient tenant, i.e., a lessee whose initial lease term is less than one year, nor shall an Owner lease a Unit more than once during any one year period of time. This restriction shall not preclude the Developer from permitting a contract purchaser of a Unit to occupy the Unit prior to transfer of title.

Section 3.18. Building Setback Line. No dwelling or other structure shall be built or located on any Lot closer to the front, side and rear Lot lines than the requirements provided and set forth by Northumberland County or any other governmental entity having jurisdiction over the Property. If Northumberland County or the applicable governmental body has granted an Owner a variance from such setback requirements, Developer may grant an identical variance in a proper situation in its sole determination.

Section 3.19. Outbuildings/Sheds Outbuildings/sheds on a Lot must be located within the boundary established by projecting the side building lines of the dwelling constructed on the Lot to the rear line of the Lot or the Owner must install a six foot (6') high fence in accordance with the provisions aforesaid to screen the outbuilding/shed from other Lots. No outbuilding or shed shall exceed ten feet (10') by twelve feet (12') or one hundred inches (100") in height.

~~Section 3.20. Subdivision. Once the Property has been subdivided by Developer, no further subdivision of any Lot shall be permitted.~~

Section 3.21. Northumberland County Requirements All construction and improvements on the Lots shall comply with the requirements of the Northumberland County applicable to the Property.

ARTICLE IV

MISCELLANEOUS PROVISIONS

Section 4.01. Declaration Runs with the Land. Each person or entity acquiring an interest in a Lot or other portion of the Property or otherwise occupying any portion of the Property (whether or not the deed, lease or any other instrument incorporates or refers to the Declaration) covenants and agrees for him, her, or itself, and for his, her or its heirs, successors and assigns, to observe, perform and be bound by the provisions of the Declaration and also covenants to incorporate this Declaration by reference in any deed, lease or other instrument further transferring an interest in such Lot or other portion of the Property.

Section 4.02. Enforceability The provisions of the Declaration shall bind the Property and shall be construed as running with the land and shall inure to the benefit of and be enforceable by the Developer and by any Owner, their respective legal representatives, heirs, successors and assigns, by actions at law or by suits in equity. As it may be impossible to measure monetarily the damages which may accrue to the beneficiaries hereof by reason of a violation of the Declaration, any beneficiary hereof shall be entitled to relief by way of injunction or specific performance, as well as any other relief available at law or in equity to enforce the provisions hereof. In any proceeding brought by any such person to enforce the provisions of this Declaration, the prevailing party shall be entitled to an award of its costs and expenses incurred in such proceeding, including reasonable attorneys' fees.

Section 4.03. Amending or Rescinding The Developer, during the time the Developer owns any Lots, may make amendments to this Declaration to correct omissions or errors, which amendments shall not adversely modify substantial rights of any Owner without such Lot Owner's written consent. All other amendments or a rescission of this Declaration, unless otherwise specifically provided for herein, may be made by obtaining the consent in writing of the Owners of not less than two-thirds (2/3) of all Lots which are subject to this Declaration, not including those Lots owned by the

Developer. In addition, and notwithstanding the above, until ten (10) years from the date of recording of this Declaration, so long as the Developer owns any portion of the Property, the written consent of the Developer will be required for any amendment which adversely affects a substantial interest or right of the Developer, which consent must not be unreasonably withheld.

In voting for such amendment or rescission, Owners shall have one (1) vote for each Lot owned.

Section 4.04. When Amendment or Rescission Becomes Effective Any amendment or rescission to the Declaration shall not become effective until the instrument evidencing such change has been duly recorded in the office of the Clerk of the Circuit Court of Northumberland County.

Section 4.05. Duration The provisions of this Declaration unless amended or rescinded as hereinbefore provided, shall continue with full force and effect against both the Property and the Owners thereof until forty (40) years from the initial date of recordation of the original Declaration and shall, as then in force, be automatically, and without further notice, extended for successive periods of ten (10) years.

Section 4.06. Conflict with Laws. The protective covenants, conditions and restrictions set forth herein shall not be taken as permitting any action or thing prohibited by the applicable zoning laws, or the laws, ordinances, rules or regulations of any governmental authority, or by specific restrictions imposed by any deed or lease.

Section 4.07. Change of Conditions. No change of conditions or circumstances shall operate to amend any of the provisions of this Declaration, and the same may be amended only in the manner provided herein.

Section 4.08. Invalidity of Agreement or Declaration The determination by any court that any provision hereof is unenforceable, invalid or void shall not affect the enforceability or validity of any other provision hereof.

Section 4.09. Headings and Captions. The headings and captions contained in this Declaration are for convenience only and shall not affect the meaning or interpretations of the content thereof.

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IN WITNESS WHEREOF, B & L Farms, Inc., a Virginia corporation, as Developer, has caused this Declaration to be signed in its name and behalf, all as of the day and year first above written.

B & L Farms, Inc.
a Virginia corporation

By: 

THOMAS B. KELLY
Secretary

COMMONWEALTH OF VIRGINIA
CITY OF CHESAPEAKE, to-wit:

Subscribed and sworn to before me on the 23rd day of August, 2010 by Thomas B. Kelly, acting in his duly authorized capacity as Secretary of B & L Farms, Inc., a Virginia corporation.


Notary Public

My Commission Expires: 3/31/12
Commission Number: _____

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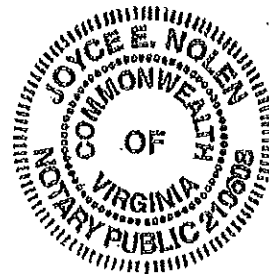


EXHIBIT A

PARCEL I:

All that certain lot, parcel or tract of land known, numbered and described as "TRACT 2 B&L FARMS MARY LOU HINTON CROWTHER T.M. 38-1-63 INSTRUMENT # 200909003281 13.336 AC.+/-" as shown on that certain survey entitled "BOUNDARY SURVEY OF THE LANDS OF B&L FARMS MARY LOU HINTON CROWTHER" prepared by B. L. Stallings Land Surveying, LLC, dated October 22, 2009, and duly recorded in Plat Cabinet 5, Slide 6, in the land records of the Circuit Court of the Clerk's Office of the County of Northumberland, Commonwealth of Virginia.

PARCEL II:

All that certain lot, parcel or tract of land known, numbered and described as "TRACT 3 "ORCHARD" PARCEL B&L FARMS MARY LOU HINTON CROWTHER T.M. 38-1-51C INSTRUMENT # 200909003281 1.848 AC.+/-" as shown on that certain survey entitled "BOUNDARY SURVEY OF THE LANDS OF B&L FARMS MARY LOU HINTON CROWTHER" prepared by B. L. Stallings Land Surveying, LLC, dated October 22, 2009, and duly recorded in Plat Cabinet 5, Slide 6, in the land records of the Circuit Court of the Clerk's Office of the County of Northumberland, Commonwealth of Virginia.

INSTRUMENT #100002002
RECORDED IN THE CLERK'S OFFICE OF
NORTHUMBERLAND ON
SEPTEMBER 2, 2010 AT 04:20PM

LINDA L. BOOTH, CLERK
RECORDED BY: KMB