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4 pages.

**PROTECTIVE COVENANTS AND RESTRICTIONS FOR  
THE GRAND ESTATES OF MILL CREEK**

**A. STRUCTURES AND OTHER IMPROVEMENTS**

1. Location of Structures. No residence or other permanent structures shall be located nearer than seventy five (75) feet from the state roadway easement center line, thirty five (35) feet from side lot lines and fifty (50) feet from a rear lot line.

2. Structures. No building shall be erected on the property other than a single private residence, private garage or storage building for the sole use of the owner or occupant thereof. Each one story residential dwelling structure constructed on a lot shall have a minimum of 1,800 square feet of living space within the exterior walls. Each two story residential dwelling structure constructed on a lot shall have a minimum of 1,600 square feet of living space within the exterior first floor walls and a minimum of 800 square feet of living space with the exterior walls on the second floor. All measurements shall be exclusive of basements, garages, attics, carports, and porches, whether open or closed. Accessory detached structures may be constructed on any lot, subject to the requirement that the exterior shall be substantially identical in material and color to the residential structure. Any such building constructed shall have a good appearance and be kept in good repair. Modular homes designed and constructed for placement on a continuous, exterior solid masonry footing and foundation and which do incorporate steel or other beams as a part of the support structure may be placed, erected or constructed on any lot thereof. Building plans shall be submitted to Declarant, prior to construction, for approval and verification that these building requirements are met.

3. Completion of Exterior. The exterior of all residences and other permanent structures in the Community shall be completed within twelve (12) months after the commencement of construction except where such completions are impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities.

4. Trailers/Temporary Structures. No single or doublewide mobile homes or manufactured homes are permitted. Boat and other trailers may be stored as outlined in Part B, Paragraph 7 below. Temporary structures may be used for the storage of materials for the convenience of workmen during the erection of residence or other permanent structures upon such lot. No temporary structure for the storage of material or convenience of workmen shall be used on any lot at any time as a residence either temporarily or permanently.

5. Above Ground Swimming Pools. Above ground swimming pools are not allowed to be constructed on any lot.

**B. USE OF LOTS WITHIN THE COMMUNITY**

1. Commercial Use. Commercial activity is prohibited except for home occupations that do not produce excessive traffic or noise. This exception is further governed by Northumberland County Zoning Regulations and licensing provisions, as applicable.

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2. Entrances. All driveway entrances shall be constructed to Highway Department standards.

3. Subdivision. No lot owner may subdivide his lot. More than one (1) lot may be combined to form one (1) building lot.

4. Sewage Disposal. Prior to occupancy of a residence on any lot in the Community, proper and suitable provision shall be made for the disposal of sewage as permitted by the appropriate public health authority. No sewage shall be emptied or discharged upon any lot; no sewage disposal system may be used unless such system is designed, located, constructed, and maintained in accordance with the requirements, standards, and recommendations of the appropriate public health authority. Animal wastes that do not create a nuisance are excluded from this requirement.

5. Animals. No livestock, poultry or animals shall be permitted in the Community except family household pets, such as dogs and cats. Household pets shall not be maintained for commercial purposes, and they shall not be permitted to interfere with the right of quiet enjoyment of other persons owning property in the Community. Horses will be allowed to be maintained on any lot providing there is proper fencing installed by the lot owner.

6. Firearms. The discharge of firearms within the Community is prohibited.

7. Appearance, Debris, and Vehicles. No unsightly and/or odoriferous debris, rubbish, trash, or materials of any kind, or any condition allowed to exist that constitutes a nuisance, shall be permitted on any lot. All lots, improved or unimproved, shall be maintained in a neat and slightly manner at all times. No junk vehicles, either motorized or non-motorized, shall be permitted to be stored on any lot; and no cars, trucks or buses or other vehicles shall be permitted in sight on any lot unless the same meets all legal requirements to operate on public roads. Camping vehicles, horse trailers, boats and boat trailers, farm and garden implements, and such equipment and chattels may be stored on a lot provided that they are hidden from view as much as is reasonably possible; preferably behind a permanent structure or enclosed within trees or in a building. Such equipment shall be kept in good condition and stored in a neat and orderly manner at all times; and no debris or high grass or weeds shall be allowed to accumulate around any equipment so stored.

### C. MAINTENANCE OF LOTS AND STRUCTURES

1. Maintenance of Buildings and Other Structures. All buildings, structures, and their appurtenances in the Community shall be maintained by the owners thereof in a suitable state of repair; and in the event of destruction by fire or other casualty, the premises shall be cleared and debris shall be removed within ninety (90) days from the date of such casualty. It shall be the responsibility of each property owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings and other structures or grounds on his lot that shall tend substantially to decrease the beauty of the specific neighborhood and the Community as a whole.

2. Creation and Maintenance of Easements for Utilities/Drainage. There is hereby created an easement fifteen (15) feet in width, for public utility purposes, on, over, and beneath the road front lines of each lot in the Community and seven and a half (7-1/2) feet in width along such other side and rear lot lines as needed. The aforementioned easements will not be granted on, over or under any designated Sanitary Sewer or Sanitary Force main Easement locations. The Declarant

reserves the right to grant utilities easements in the aforementioned areas in the future. No structure of any nature shall be built upon property subject to such easement, and such property shall at all times be open to any public service corporation which may require the use of such easement. These easements and rights expressly include the right to cut any trees, bushes, or shrubbery, make any grading of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health safety and appearance. Such right may be exercised by a licensee, grantee, or agent of the respective lot owners.

#### **D. MODIFICATION OF PROTECTIVE RESTRICTIONS**

The Declarant reserves the right to amend the Protective Restrictions with the concurrence of the Lot owners (Declarant is also considered owner) of two-thirds (2/3) of the lots within the Community. The Declarant also reserves the right to grant written one time exceptions to the Protective Covenants and Restrictions up until The Declarant is no longer a lot owner. These written exceptions do not need the approval of the other lot owners.

#### **E. ENFORCEMENT OF PROTECTIVE RESTRICTIONS**

In the event of a violation or breach of any of the Protective Restrictions set forth in this Declaration, any owner, and the owners of lots in the Community or any of them singularly, jointly, or severally shall have the right to proceed at law or in equity to compel compliance with the terms and conditions hereof and to prevent the violation or breach of such Protective Restrictions. The failure of any party so entitled to enforce any Protective Restriction contained in this Declaration, however long such failure continues, shall not be deemed a waiver of the right to do so hereafter as to the same breach or as to a breach occurring prior to or subsequent thereto, and shall not bar or affect its enforcement. The invalidation by any court of any Protective Restriction contained in this Declaration shall in no way affect any of the other Protective Restrictions, which shall remain in full force and effect. If any lot owner is found to be in violation of said Protective Covenants and Restrictions, said lot owner will be also be responsible for any attorney and legal fees associated with enforcing said Protective Covenants and Restrictions.

#### **F. TERMS OF PROTECTIVE RESTRICTIONS**

Unless previously altered, modified, amended, changed or eliminated pursuant to Paragraph D hereof, all Protective Restrictions contained in this Declaration shall run with the land subject thereto and shall be binding upon the owners thereof and all persons claiming under them their agents, heirs, legal representatives, successors and assigns for a period of ten (10) years; provided, however, that at any time after the ten (10) years have elapsed from the date of execution of this Declaration, a three-fourths (¾) majority of the then property owners may change or terminate, in whole or in part, these Protective Restrictions by signing and recording in a lawful manner in the aforesaid Clerk's Office, an instrument to such effect; provided further that in the event any Protective Restrictions set forth herein is invalidated by any court, a two-thirds (2/3) majority of the then property owners at any time thereafter may, by signing and recording an appropriate instrument, replace such Restriction governing the subject matter of the invalidated Protective Restrictions.

Witness the following signature and seal:

NNK Properties, LLC

By: [Signature] (SEAL)

LEONARD G. DAMERON, JR., Managing Member

COMMONWEALTH OF VIRGINIA

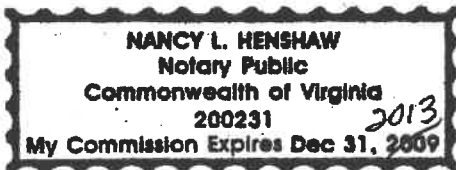
CITY OF: Fredericksburg to wit:

The foregoing instrument was acknowledged before me this 27 day of July, 2012, by Leonard G. Dameron, Jr. as the Managing Member of NNK Properties, LLC, a Virginia limited liability company, on behalf of the company.

My Commission Expires: November 31, 2013

Registration No.: 200231

[Signature]  
Notary Public



INSTRUMENT #120001902  
RECORDED IN THE CLERK'S OFFICE OF  
NORTHUMBERLAND ON  
JULY 31, 2012 AT 09:09AM

LINDA L. BOOTH, CLERK  
RECORDED BY: VGH