

R. Prince, et ux, et al

Messick

Ex #67.50

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THIS DEED, Made this 3rd day of September, 1980, by and between JAMES R. PRINCE and SYLVIA C. PRINCE, his wife, and HERMAN C. WATSON, SR. and GLADYS M. WATSON, his wife, and HAROLD L. CARNEAL and NANCY L. CARNEAL, his wife, and STACY DODGE BOYLE and E. ROGER BOYLE, JR., her husband, parties of the first part, and ANN B. MESSICK, party of the second part.

W I T N E S S E T H :

THAT, for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand paid, the receipt of which is hereby acknowledged, and other good and valuable considerations, the parties of the first part do grant, bargain, sell and convey with GENERAL WARRANTY of title and the ENGLISH COVENANTS of title except as set forth hereinafter, unto the party of the second part, the following described property, to-wit:

All that certain tract, piece or parcel of land, together with all improvements thereon, and all appurtenances thereunto appertaining, situate, lying, and being in Wicomico Magisterial District, Northumberland County, Virginia, containing according to survey 2.0 acres, being further and more completely described on a certain plat of survey entitled "Lot Location Survey - Ann B. Messick," dated June 10, 1980, revised August 13, 1980, made by Charles E. Tomlin, Jr., C. L. S., a copy of the plat of survey being attached hereto, and by this reference hereby expressly made a part hereof.

Together with a perpetual easement of way, for ingress and egress, conveyed as an appurtenance to the above described property, over, along, and upon the easement of way, 50 foot wide, which is designated on the aforesaid plat of survey as "50' R/W" and which is located as shown on the aforesaid plat of survey and thence over, along, and upon the extensions of the easement of way to the public road system, which easement of way shall be used in common with all others entitled thereunto. The extensions of the easement of way are further and more completely shown on the easement plat of survey entitled "Road Survey through the land of James R. Prince et als," dated September 4, 1980, made by Charles E. Tomlin, Jr., C. L. S., a copy of the plat being recorded immediately prior to this deed.

This conveyance shall be made expressly subject to the easement of way located along the northerly edge of the above described property, the drainage easement, and the utility easement as shown on the aforesaid plat of survey; provided, however, the utility easement and drainage easement shall be modified by and limited by the restrictive covenants and conditions hereinafter

mentioned. It is expressly the grantors' intention that utility easements and drainage easements over the property shall run as set forth in the restrictive covenants and conditions.

The parties of the first part for themselves, their heirs, successors, and assigns do expressly reserve the easement of way, 50 foot in width, designated "50' r/w" on the aforesaid plat of survey.

Being the designated portion of the property conveyed unto the parties of the first part, by a certain deed dated June 19, 1979, made by James C. Breeden et ux, duly recorded in the Clerk's Office of the Circuit Court of Northumberland County, Virginia, in Deed Book 204, at Page 464.

This conveyance is made expressly subject to all covenants, restrictions, easements, and conditions of record to the extent applicable to the above described property, including, without limitation, the following:

1. The tract shall be used for only one single family residence and outbuildings normally associated therewith. The total living area of any dwelling house on the tract, exclusive of open porches, garages and basements, shall be not less than 1500 square feet. The tract shall not be subdivided into tracts of less than 2 acres each, except that the tract may be divided solely for the purpose of adding to the size of adjacent tracts, which shall not thereafter be further subdivided into tracts of less than 2 acres each.
2. Easements are reserved by the parties of the first part, their heirs, successors and assigns, along and under all roads and for a distance of 15 feet back of and paralleling each side of all roads for the installation, operation and maintenance of water, sewer, electric light and power, telephone and telegraph lines, mains, conduits, poles, wires, fixtures, manholes and other accessories and for other utilities of a public nature, and for the necessary improvements to the roads. The parties of the first part, their heirs, successors, and assigns, also reserve the right to grant easements over, along and under all sidelines of the tract for a distance of 15 feet back of and paralleling each sideline for installation and maintenance of utilities and drainage facilities. The utility easements shall expressly not extend closer than 50 feet to the low water line of Lawrence Cove.
3. No commercial enterprise or trade shall be conducted or carried on upon the tract, nor shall anything be done thereon which may be or become a nuisance or annoyance to the neighborhood. The professional practice in the home or dwelling on the tract of

medicine, law, or any purely consultative profession, excluding the practice of veterinary medicine, is permissible.

4. No mobile home or residential trailer shall be placed, erected, stored or permitted at anytime upon the property. No recreational vehicle shall be used on the property for habitation for more than 30 days in any one year. Provided, however, if a permanent residence has been erected on the property, a recreational vehicle may be stored thereon.
5. No animals, livestock, or poultry of any kind shall be kept, raised, or bred on the property, except that dogs, cats, or other household pets, may be kept provided that they are not kept, bred, or maintained for any commercial purpose. This restriction shall be construed to permit one horse or one pony on the tract. The keeping of animals on the tract shall, without limitation, be expressly subject to the provisions of paragraph #3 of these restrictive covenants.
6. The exterior of any building commenced on the property shall be completed within 12 months from the date construction commences.
7. The restrictive covenants contained herein shall run with the land and shall be binding until December 31, 2020, after which time they shall terminate and be of no further effect.
8. Failure to enforce any covenant, restriction, reservation, or condition herein contained shall not be deemed a waiver of the right to do so thereafter, as to the same breach, or as to any breach occurring prior or subsequent thereto.
9. Invalidation of any one of these covenants, restrictions, reservations, easements, or conditions, by judgment or court order shall not affect any of the other covenants, restrictions, reservations, easements, or conditions which shall remain in full force and effect.
10. The easements of way serving the above described property and any other residential tracts (both waterfront and nonwaterfront residential tracts) platted of record from the tract of land acquired by the parties of the first part in the aforesaid June 19, 1979 deed shall be private until such time as 2/3 of the then owners of the existing residential tracts (both waterfront and nonwaterfront) shall vote to petition the Commonwealth of Virginia, the County of Northumberland, or other proper governmental entity to include the easements of way in the public road system. Each residential tract shall be entitled to one vote regardless of the number of owners of the tract. The owners of

*No Body*

*Exp 12/31/2020*

*2/3 owners*

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any residential tract not voting in favor of petitioning the proper authority for including the easements of way in the public road system shall be under no obligation to pay any costs or assessments related to dedication of the easements of way to the public road system. Upon the requisite 2/3 vote, however, all owners of the residential tracts shall be expressly obligated to execute such deeds or other proper instruments necessary for the dedication of the easements of way to the public road system. The parties of the first part, their heirs, successors, and assigns shall have the same obligation to execute such deeds and other proper instruments, but they shall be under no obligation to pay any costs or assessments relating to the aforesaid dedication unless they shall vote in favor of the aforesaid petition.

11. The parties of the first part, for themselves, their heirs, successors, and assigns do hereby covenant and agree that each of the other waterfront tracts which they shall convey from their land on Lawrence Cove shall be subject to the restrictive covenants set forth herein. With respect to any nonwaterfront residential tracts (viz. residential tracts which are not contiguous to Lawrence Cove) which they shall convey from the property acquired in the aforesaid June 19, 1979 deed, they covenant and agree to impose the within restrictive covenants, except that paragraph #1 shall be modified as follows:

1. The tract shall be used for only one single family residence and outbuildings normally associated therewith. The total living area of any dwelling house on the tract, exclusive of open porches, garages and basements, shall be not less than 1,000 square feet. The tract shall not be subdivided into tracts of less than 1 acre each, except that the tract may be divided solely for the purpose of adding to the size of adjacent tracts, which shall not thereafter be further subdivided into tracts of less than 1 acre each.

The parties of the first part, their heirs, successors, and assigns shall be permitted to use those portions of the property acquired in the aforesaid June 19, 1979 deed which are not conveyed as residential tracts for agricultural purposes (excluding the keeping or raising of swine or goats). Any portion of the property less than 6 acres in size which shall be conveyed shall be construed to be a residential tract.

The parties of the first part do hereby grant unto the party of the second part the following right of first refusal or pre-emption: For so long as the party of the second part shall own the above described 2.0 acres tract, she shall be notified by

KOPCSAK, BREEDEN  
& HUBBARD  
ATTORNEYS AT LAW  
IRVINGTON, VIRGINIA 22180

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*1 Messick*  
*1 Messick*  
*1 FIVE*  
*1 Olmsted*  
*1 Trab.*  
*1 Water*  
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*Done*