



**COMMUNITY
ASSOCIATION**

**DECLARATION OF RESTRICTIONS OF
COURTHOUSE ESTATES ASSOCIATES, A JOINT VENTURE**

THIS DECLARATION OF RESTRICTIONS, made this 21st day of June 1999, by COURTHOUSE ESTATES ASSOCIATES, A JOINT VENTURE, a Virginia joint venture, (hereinafter "Owner"), GRANTOR for purposes of indexing;

WITNESSETH:

WHEREAS, Owner is the owner in fee simple of certain real property (the "Property") situate in the City of Virginia Beach, Virginia more particularly described as follows:

ALL THOSE CERTAIN lots, pieces or parcels of land, with the building and improvements thereon and the appurtenances thereunto belonging, situate, lying and being in the City of Virginia Beach, Virginia, and being known, numbered and designated as Lots 1 through 77, both inclusive, all as shown on that certain plat entitled "SUBDIVISION OF PARCEL 3, PROPERTY OF VIRGINIA LAND INVESTMENT ASSOCIATES NO. 1, COURTHOUSE ESTATES, PHASE 5, SECTION L-3, REF: M.B. 235, P. 95-98, APRIL 29, 1999, VIRGINIA BEACH, VIRGINIA", which said plat is duly recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach, Virginia in Map Book 279, at pages 24 through 31, inclusive.

WHEREAS, Owner intends to develop the Property described in the aforesaid Plat (the "Plat") as Section L-3 of the residential subdivision known as "Courthouse Estates" and desires to impose on portions of the Property restrictive covenants expressing Owner's intent to preserve portions of the Property in its natural state in perpetuity by prohibiting wetlands destruction or alteration, building construction, addition of fill material, cultivation, pruning or tree harvesting, unless such pruning or harvesting is for the purpose of controlling insect infestation, upon the said portions of the Property; said portions of the Property to be preserved are specifically defined for the purposes of this Declaration to be those areas within the Lots that are delineated as "Limits of Jurisdictional Wetlands" and "Limits of Jurisdictional Wetlands For Army Corp of Engineers" on the Plat (hereinafter the "Wetlands Areas");

NOW THEREFORE, Owner does hereby declare, covenant and agree for itself and its successors and assigns, that said the Wetlands Areas shall be hereinafter perpetually held and conveyed subject to the following conditions and restrictions, to-wit:

The Wetlands Areas, as defined and described herein, shall be preserved in perpetuity in their natural states by prohibiting wetland destruction or alteration, building construction, addition of fill material, cultivation, pruning or tree harvesting, unless such pruning or harvesting is for the purpose of controlling insect infestation. In addition, the following activities shall be prohibited upon the Wetlands Areas:

1. Destruction or alteration of wetlands within the Wetlands Areas other than those alterations authorized by the Norfolk District, U.S. Army Corps of Engineers under applicable permit(s);
2. Construction or maintenance of buildings or mobile homes; however, by way of example and not limitation,

PREPARATION BY CONSOLVO, MARKOWITZ & WEBB, ATTORNEYS AT LAW

*Consolvo, Markowitz
& Webb*

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structures such as boardwalks, foot trails, wildlife management structures, observation decks, picnic tables, and children's playground equipment may be placed in the Wetlands Areas provided that any such structure(s) permit the natural movement of water and preserve the natural contour of the ground; the construction and/or erection of any such structure(s), however, shall be approved by the Owner and/or Courthouse Estates Community Association, Inc.;

3. Ditching, draining, diking, filling, excavating, land clearing, plowing, removal of topsoil, sand, or other materials, and any building of roads or alteration in the topography and/or hydrology of the land in any manner;

4. The covenants contained herein shall not hereafter be altered in any respect without approval and consent of the Norfolk District, U.S. Army Corps of Engineers;

5. The provisions hereof shall be deemed individual and severable and the invalidity or partial invalidity or unenforceability of any one provision, or any portion thereof, shall not affect the validity or enforceability of any other provision thereof; and.

6. The provisions hereof shall be enforceable by any proceeding at law or in equity by the United States Army Corps of Engineers, the U.S. Environmental Protection Agency, the U.S. Fish and Wildlife Service, or any owner of any lot within the Courthouse Estates subdivision, or any non-profit corporation or entity whose primary purpose is environmental protection or preservation. Failure by any agency or owner to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of the right to do so thereafter.

These covenants are to be perpetual, run with the land, and binding upon the Owner, its successors and assigns, and upon a parties and persons claiming under the Owner and/or its successors and assigns.

IN WITNESS WHEREOF, COURTHOUSE ESTATES ASSOCIATES, A JOINT VENTURE, a Virginia joint venture, has caused this instrument to be executed in its name by its authorized joint venturers.

COURTHOUSE ESTATES ASSOCIATES, A JOINT VENTURE
a Virginia joint venture

By: Virginia Land Investment Associates No. 1,
a Virginia limited partnership, Joint Venture

By: Larasan Realty Corporation, a Virginia
Corporation, Its General Partner

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By: 
Lawrence A. Sancilio, President

By: Baymark Construction Corporation, a Virginia corporation, Joint Venturer

By: Richard S. Foster
Richard S. Foster, President

COMMONWEALTH OF VIRGINIA
CITY OF VIRGINIA BEACH, to-wit:

I, the undersigned, a Notary Public in and for the City and State aforesaid, do hereby certify that Lawrence A. Sancilio, a President of Larasan Realty Corporation, a Virginia corporation, a General Partner of Virginia Land Investment Associates No. 1, Virginia limited partnership, Joint Venturer of COURTHOUSE ESTATE ASSOCIATES, A JOINT VENTURE, a Virginia joint venture, whose name as such is signed to the foregoing writing, has acknowledged the same before me this 23rd day of June, 1999.

Sue E. Krueber
Notary Public

My Commission Expires: Oct 30, 2002

COMMONWEALTH OF VIRGINIA
CITY OF VIRGINIA BEACH, to-wit:

I, the undersigned, a Notary Public in and for the City and State, do hereby certify that Richard S. Foster, as President of Baymark Construction Corporation, a Virginia corporation, a Joint Venturer of COURTHOUSE ESTATES ASSOCIATES, A JOINT VENTURE, a Virginia joint venture, whose name as such is signed to the foregoing writing, has acknowledged the same before me this 23rd day of June, 1999.

Cynthia Sue Bynum
Notary Public

My Commission Expires: June 30, 1999

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RECORDED WITH
CERTIFICATE ANNEXED

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§58.1-802 TAXI STAMP
VIRGINIA BEACH, VA.

TESTE: Richard Foster