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SHELLBANK WOODS
1979

SHELLBANK WOODS

DECLARATION OF COVENANTS AND RESTRICTIONS

Shellbank Woods Corporation on this 1st day of August, 1979 hereby declares and sets forth that it is the sole owner of all of the land shown upon the plat entitled "PLAT OF THE PROPERTY OF FIRST LAND CORPORATION TO BE CONVEYED TO SHELLBANK WOODS CORPORATION, JAMES CITY COUNTY, VIRGINIA," said plat being dated October 10, 1978 and made by Coenen & Associates, Inc. and recorded in Plat Book 35, page 48, and shown in part upon the plat entitled "SHELLBANK WOODS, PHASE I," said plat being dated July 20, 1979, and made by Langley & McDonald and recorded in Plat Book 35 page 88, in the Clerk's Office of the Circuit Court of James City County, Virginia; and that the covenants and restrictions included in this Declaration shall run with the land and shall be applicable and binding upon the present and future owners of all of the lots on the land shown on said plats for a period of twenty-five (25) years from the date this instrument is recorded.

1. No lot shall be used except for residential purposes. No more than one detached private dwelling unit and attendant outbuildings shall be erected on any one lot. The use of such unit for dwelling purposes shall be limited to a single family. A "family" shall include only persons related by blood or lawful marriage.

2. The floor area of the enclosed portion of the main structure on any lot shall not be less than 1600 square feet for a one-story, or not less than 2000 square feet for any structure of more than one-story, without the prior written consent of the Architectural Review Committee. Exceptions or variances to the aforementioned minimum square footage shall be determined in the sole discretion of the Architectural Review Committee in accordance with standards of quality adopted by said Committee. "Enclosed portion" shall mean the interior heated living space of the structure and does not include basement, garage, breezeways or extended covered areas such as porches, patios or balconies.

Original ~~instrument~~ delivered to Frederick S. Gore Atty At Law
P. O. Box 334 Williamsburg, Virginia 8/27/79
Jurat: C. Clothier, Clerk

3. a. Before construction is commenced on any lot of a dwelling house, or other building or structure of any nature, including but not limited to fences, or any addition to existing buildings or structures, an application in writing and in duplicate for permission to erect such structure shall be made to the Architectural Review Committee of Shellbank Woods Corporation. The application shall be accompanied in duplicate by plans and specifications for the plot plan showing proposed placement of the structure upon the lot and such additional information as to exterior materials and architecture as may be called for by the Architectural Review Committee. Construction thereof shall not be commenced until approval therefor has been given in writing by the Committee. This Committee shall, in writing, report its action on such application to the applicant within 30 days of receipt and return to him/her the original documents. Failure of the Architectural Review Committee to respond within 30 days may be deemed approval of the application. The standards to be applied relative to such application shall be determined or changed by the Architectural Review Committee from time to time as it, in its sole discretion, shall determine as desirable to assure harmony of exterior design, appearance, materials and placement of buildings and structures within the subdivision.

b. No clearing or pre-construction at the site shall commence until both (1) Architectural Review Committee approval has been obtained and (2) County Building Permit has been issued.

c. Culverts for driveway shall be placed prior to clearance of site.

d. All structures must be substantially completed in accordance with the plans and specifications approved by the Architectural Review Committee within twelve months after construction shall have commenced, except that the Committee may grant extensions where such completion is made impossible because of matters beyond the control of the Owner or Builder, such as strikes,

casualty losses, national emergencies or acts of God.

c. Final grading and seeding shall be completed within four months of the Owner occupying the house.

4. In order to continue the unique and delicate environment of the Shellbank Marsh area, the waters and banks of this Marsh shall be left in their natural state. (1) There shall be no construction of piers, bulkheads or other structures in the waters of Shellbank Marsh. (2) Lot Owners shall not disturb the banks of the Marsh below the Conservation Zone line shown on the plat, nor shall any activity destructive of vegetation or terrain be conducted below said line. (3) No gasoline powered boats shall be used in Shellbank Creek, and no hunting or trapping in Shellbank Marsh or Shellbank Woods shall be permitted.

5. The Architectural Review Committee shall consist of five members who shall be appointed by Shellbank Woods Corporation. Membership of the Committee shall include minority representation by lot owner/residents when such become available to serve. Shellbank Woods Corporation, in its sole discretion, may determine when and if it is advisable to delegate the authority of the Architectural Review Committee, as above set forth, permanently to a committee composed of residents of the subdivision. Should the corporation determine to delegate such authority it shall do so by written instrument to be recorded. After such recordation the committee so designated shall succeed to all powers and obligations of the Architectural Review Committee of Shellbank Woods Corporation and the committee so designated may thereafter formulate its own plans of procedure and succession.

6. No septic system for the disposal of sewage shall be constructed on any lot except with the consent of the entities at the time furnishing sewage disposal services to Shellbank Woods.

7. No noxious or offensive activity shall be carried on upon

any lot; no outdoor business shall be conducted on any lot (such as vehicle repair or storage); no trailer, mobile home, truck or heavy equipment shall be kept on any lot unless screened or protected from view by the adjoining property owners or properly stored in a closed garage; nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

8. 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 in reasonable numbers may be kept provided that they are not kept, bred or maintained for any commercial purpose.

9. The area between the boundary line of any lot in the Sub-division and the surface of any adjoining street or road shall be kept cleared by the owner of such lot of all brush, tall grass and weeds, and the owner shall generally maintain his lot in a manner which shall enhance the beauty of the community. If such owner fails to perform this covenants then Shellbank Woods Corporation shall have the right to perform the same and such lot owner agrees hereby to reimburse it for the expense occasioned thereby.

10. No sign of any kind shall be displayed to the public view on any lot except 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.

11. Mailboxes shall be of an attractive design, clearly marked with house number. Mailbox design is subject to the review of the Architectural Review Committee.

12. All trash receptacles shall be concealed in a manner approved by the Architectural Review Committee.

13. Clotheslines and other clothes drying apparatus shall be screened from public view in a manner approved by the Architectural Review Committee.

14. There is expressly reserved from any conveyance of any of

all lots of said subdivision a perpetual easement of right of way and access for installing, laying and maintaining poles, wires, conduits and other equipment for water, sewers, gas or other utilities over, through or across the streets, roads or rights of way and easement areas as shown on said plats and the right to use said streets, roads, rights of way or easement areas for other services deemed beneficial by Shellbank Woods Corporation to the property owners of said lots.

15. Property owners shall have the right to use in common with other property owners the public road areas shown on said plats for public passage thereover, - - it being understood and agreed that Shellbank Woods Corporation intends to dedicate the roads to the appropriate authority as public roads and reserves the right to do so.

16. Under the terms of a certain deed by and between First Land Corporation, Newport News Service Corporation and First Colony Civic Association, dated March 22, 1978 and recorded in the Clerk's Office of the Circuit Court of James City County, Virginia in Deed Book 183, Page 798, all lot owners of Shellbank Woods are entitled to membership in the First Colony Civic Association on an equal basis in accordance with said Association's Articles of Incorporation, By-Laws, rules and regulations promulgated by the membership. Membership in said Association grants access to certain parcels of land conveyed by the above deed, including the Boat Basin and Beach Area, the nine acre Recreation Area on north side of Pasbehigh Drive and Lake Pasbehigh. Membership in the First Colony Civic Association is a prerequisite to use of these areas.

17. These conditions and restrictions shall inure to the benefit of and be enforceable by any and all lot owners, or by Shellbank Woods Corporation, and the invalidation of any one of them by judgment or court order shall in no wise affect any of the others which shall remain in full force and effect.

18. The restrictions, conditions, and reservations set forth in this instrument shall, after the expiration of twenty-five (25) years from the date of recordation of this instrument, be automatically extended for successive periods of ten (10) years unless by a vote of the majority of the property owners in the subdivision they shall be changed in whole or in part or terminated, which change shall be evidenced by a recorded instrument.

This Declaration may be amended at any time by an instrument of record after the written consent thereto by not less than 75% of the owners and Shellbank Woods Corporation shall have been obtained.

IN WITNESS WHEREOF, Shellbank Woods Corporation has caused its name to be signed and its corporate seal to be affixed and attested by its duly authorized officer, all as of the day and year first above written.

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SHELLBANK WOODS CORPORATION

BY Robert L. Clifford (SEAL)
Robert L. Clifford, President

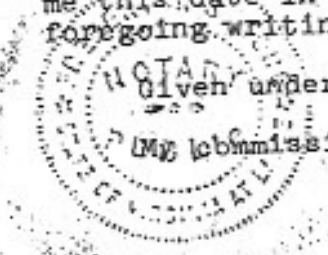
STATE OF VIRGINIA

CITY OF WILLIAMSBURG, to-wit:

I, the undersigned authority, a Notary Public, in and for the aforesaid City and State aforesaid, do certify that the President of Shellbank Woods Corporation, whose name is signed to the foregoing writing on behalf of said Corporation, personally appeared before me this date in my jurisdiction aforesaid, and acknowledged the foregoing writing on behalf of the aforementioned Corporation.

Given under my hand this 1st day of August, 1979.

My commission expires: June 28, 1981



Juliette C. Clothier
Notary Public

VIRGINIA: City of Williamsburg and County of James City to-wit:

In the Clerk's Office of the Circuit Court for the City of Williamsburg and County of James City the 2nd day of August, 1979. This deed was presented with the certificate annexed and admitted to record at 1:40 o'clock pm. The taxes imposed by Sect. 58-54 (a) and (b) of the code have been paid.

STATE TAX \$ _____ LOCAL TAX \$ _____ ADDITIONAL TAX \$ 13.00

Teste: Juliette C. Clothier, Clerk

By Chudie N. Blake Deputy Clerk