

RESTRICTIONS AND RESERVATION  
APPLICABLE TO CERTAIN PROPERTY OF  
BATTEN BAY CORPORATION, KNOWN AS  
CARISBROOKE, SECTIONS ONE TWO & THREE  
IN ISLE OF WIGHT COUNTY, VIRGINIA

Batten Bay Corporation, (Successor: Tidewater Virginia Properties) hereby declares and sets forth as sole owner of all land shown upon the plats entitled, "Carisbrooke, Sections: One, Two and Three, Isle of Wight County, Virginia," which said plats were made by Coenen and Associates Engineers. Planners and Surveyor bearing date of December 22, 1972 (August 29, 1972), and of record in Plat Book #6, pages 17-20 (2), pages 21-23 (3), 210-214 that the Restrictions, Reservations, and conditions hereinafter stated shall be covenants running with the land and applicable and binding upon the present owner and its successors and assigns, and upon all the lots of land as shown on said plats for a period of twenty-five (25) years from the date this instrument is recorded and thereafter as herein below set forth, (except the reservation of easements hereinafter set forth shall be perpetual), the said restrictions, reservations, and conditions to be as follows, to-wit:

1. No lot shall be used except for residential purposes unless designated otherwise on the aforesaid plats, except that a portion or all of Lot Nineteen (19) may be used as a site for a public water distribution system and Lot Twenty-One (21), Section Two, and Lots Nine and Ten. Section Three, as shown on the aforesaid plats, may be used and conveyed as the site for a swimming pool and for general recreational purposes for the benefit of residents in Carisbrooke, Sections One, Two and Three. No lot shall be subdivided without the written consent of Batten Bay Corporation, or its successor or designee. Batten Bay Corporation reserves the right, subject to valid ordinances of Isle of Wight County, to alter or adjust lot lines, or re-subdivide lots, as presently shown on said plat of Carisbrooke, Section One.

2. Not more than one single-family dwelling house, together with such outbuildings, or detached garage as may be approved as hereinafter set forth, shall be erected on any lot as shown on the said plat or as any said lots may hereinafter be validly altered or adjusted.

3. Before construction of a dwelling house, or any other building or structure of any nature, including but not limited to fences, or any addition to existing buildings or structures, is commenced on any lot an application in writing for permission to erect such structures shall be made to the Building Committee of Batten Bay Corporation. Said application shall be accompanied by plans and specifications for same, plot plan showing proposed placement of the structure upon the lot and such additional information as to exterior materials and architecture as maybe called for by said Building Committee, and construction thereof shall not be commenced until approval thereof has been given in writing by said Building Committee. All applications and related plans shall be submitted in duplicate. The said Building Committee Shall, in writing, promptly report its action on such application to the applicant and return to him one copy of the aforesaid documents.

Standards to be applied relative to action on applications shall be determined and/or changed by the Building 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. The Building Committee shall be appointed by the President of Batten Bay Corporation and shall consist of not less than three nor more than five persons, selected by the President of Batten Bay Corporation as aforesaid; said committee members to serve for such period of time as he shall designate or at his pleasure.

4. No piers, wharfs or other structures shall be erected unless and until the plans and specifications shall have been presented to and approved in writing by the aforesaid Building Committee.

5. Batten Bay Corporation in its sole discretion, may determine when and if it is advisable to delegate authority of the Building 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 Building Committee of Batten Bay Corporation, hereinbefore referred to, and the committee so designated may thereafter formulate its Own plan of procedure and succession.

6. Upon the construction of any dwelling, unless and until sewage disposal service and lines are available, there shall be constructed, operated and maintained an adequate septic tank with adequate laterals, which septic tank and laterals must comply with the requirements of the State Health Department of the Commonwealth of Virginia and Isle of Wight County, as such requirements may exist from time to time. At such time as sanitary sewer service is available, to lot as shown on the aforesaid plats, lot owners shall be obligated at their own costs and expense to accept such service, connect thereto, and pay the duly established fees.

7. No noxious or offensive activity, shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No trailer or mobile home shall be kept, stored or parked upon any lot except upon the express written authorization of the aforesaid Building Committee and in keeping with the conditions attendant to the grant of such authorization.

8. No animals , livestock, or poultry of any kind Shall be raised, bred, or kept on any lot, except dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

9. Lake Windemere, as shown on the recorded plot showing creation facilities of Carisbrooke, if permitted by lawful authority shall be created and available to property owners in Carisbrooke. Sections One, Two and Three and their invitees, all of whom shall have the right to use the same at their own risk and with no liability on the part of Batten Bay Corporation. Nothing herein contained shall be construed to dedicate or create the right to enter on or cross over any lot abutting said Lake

Windemere, if create. Access to said lake may be provided to non-abutting owners and their invitees by one or more easements over property of Batten Bay Corporation lying between Whippingham Parkway, as shown on plats of Carisbrooke Subdivision and said lake. No gas power boat or other craft using a motor with an objectionable noise shall be used on said lake. No swimming shall be permitted in said lake. Nothing herein shall constitute a warranty or representation that said lake will be created, used or maintained, if a permit or other approval of public agencies with respect thereto is required and cannot be obtained. The right, title and interest of Batten Bay Corporation in and to said Lake Windemere shall, if created, be conveyed to an association of property owners in Carisbrooke, Sections One, Two and Three, such conveyance being full compliance with the duties and obligations of Batten Bay Corporation with respect to said Lake Windemere, if created. Batten Day Corporation reserves the right to modify, limit or extend the manner in which property rights or title to said lake are held or conveyed and the right or privilege to use the same and the liability or obligation to keep or maintain said Lake Windemere in order to comply with the terms and conditions of any permit required with regard to said lake by any public agency pursuant to lawful authority.

10. The area between the boundary line of any lot in the subdivision and the surface of any adjoining street or road shall be kept cleared by the owners of such lot of all brush, tall grass and weeds. If such owner fails to perform this covenant, then Batten Bay Corporation shall have the right to perform the same and such lot owner shall be liable to reimburse it for the expense occasioned thereby.

11. No sign of any kind shall be displayed to the public view on any lot except one professionally executed sign of not more than one square foot advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

12. There is expressly reserved from any conveyance of any or all lots of said subdivision a perpetual easement of right of way an access for installing, laying and maintain the poles, wires, conduits and other equipment for water, sewers, gas, electricity, telephone or other utilities over, through or across the streets, roads or rights of way and easement areas as defined, delineated or shown on said plat and the right of use said street, roads, rights of way and easement areas for other services including drainage, deemed beneficial by Batten Bay Corporation to the property owners of said lots. There is also hereby reserved a perpetual easement for installation, replacement, repair and maintenance of utilities a strip lying between the property line at the street or streets abutting any lot, and a line ten (10) feet toward the interior of the lot and running parallel with the line of the street. Any utility lines, pipes, cables or conduits in the easement area defined and reserved by the preceding sentence shall be underground insofar as possible and feasible and shall not preclude the lot owner from extending a paved driveway, walkway, or fence over and across said ten (10) foot easement.

13. Property owners shall have the right to use in common with other property owners the public road areas shown on said plat for public passage thereover, it being understood and agreed -- that Batten Say Corporation intends to dedicate roads to the appropriate public authority as public roads, subject to the easements for utilities therein and reserves the right to do so.

14. Batten Bay Corporation reserves the right, at its own expense, to regrade lots fronting on tidal areas back to the iron pins as shown on said plat.

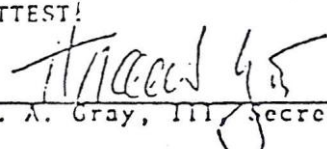
15. All lots and lot owners are subject to the terms and conditions of agreements between Batten Day Corporation and such company with which it has or may enter into contractual agreements for the acquisition, construction. Maintenance and operation of water treatment and/or sanitary sewer services, said agreements to be recorded in the Clerk's Office of Isle of Wight County.  
Virginia.

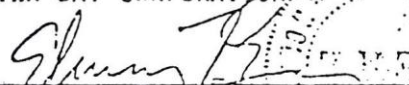
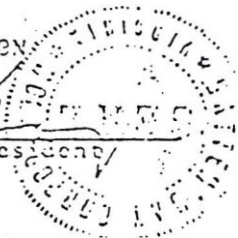
16. No facilities or agencies which may be designated by the Department of Health of the State of Virginia as actually or potentially contaminating, insofar as water mains, wells, pumps, storage tanks, pipes and lines are concerned, will be placed within a distance of ten (10) feet from any water mains, wells, pumps, storage tanks, pipes or lines laid, installed, erected, maintained or operated upon, through, over or across any of the streets, easements, or other areas shown on the aforesaid plats, or reserved herein.

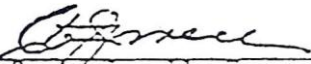
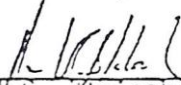
17. These conditions and restrictions shall inure to the benefit of and be enforceable by any and all of the lot owners, or by Batten Bay Corporation and the invalidation of any one of them by judgment or court order shall in no wise affect any of the others which shall remain in full force and effect.

18. The restrictions, conditions, and reservations set forth in this instrument (except as to easements herein reserved, which shall be perpetual) 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 said subdivision, they shall be changed in whole or in part or terminated, which change shall be evidenced by a recorded instrument.

19. This instrument shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, heirs and personal representatives.

8/72 and 7/73  
ATTEST!  
  
J. A. Gray, III, Secretary

BATTEN BAY CORPORATION  
By:   
Elton T. Gray, President  



  
C. A. Jewell, Trustee  
  
David G. Blalock, Trustee

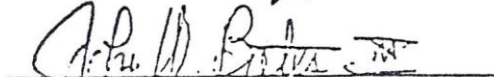
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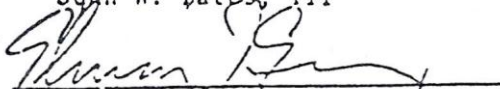
BANK OF VIRGINIA-  
PENINSULA

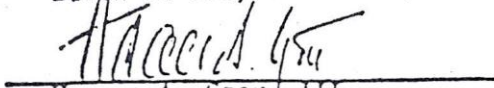
PT:

BY: ~

  
Thomas L. Newton, Jr.

  
John W. Bates, III

  
Elmon T. Gray

  
Horace A. Gray, III

140122



7 JAN 10 2014

DOCUMENT PREPARED BY:

ATTORNEY WILLIAM K. BARLOW (#07302)

P. O. Box 190

Smithfield, VA 23431

THIS ASSIGNMENT OF RIGHTS AND DUTIES is dated January 3, 2014, between HORACE A. GRAY, III, Trustee in Liquidation for Tidewater Virginia Properties, Inc., a Virginia corporation, party of the first part and Grantor (hereinafter referred to as "developer"); and CARISBROOKE COMMUNITY ASSOCIATION, INC., a Virginia corporation, it being a homeowners' association, party of the second part and Grantee (hereinafter referred to as the "association");

STATEMENT OF FACTS:

1. Tidewater Virginia Properties, Inc. is the developer of the Carisbrooke community subdivision located in Newport Magisterial District, Isle of Wight County, Virginia.
2. Tidewater Virginia Properties, Inc. has been terminated, and pursuant to statutory provisions, the said Horace A. Gray, III, is the only surviving trustee and so is now the sole Trustee in Liquidation, holding legal title to certain rights and duties hereinafter described.
3. The association is the sole association of homeowners within this development.
4. The developer, by those certain documents recorded in the Office of the Circuit Court of Isle of Wight County, Virginia, in Deed Book 214, page 580, and in Deed Book 221, page 733, placed certain rights, restrictions, obligations, and conditions on said residential development.
5. Developer has completed development of the Carisbrooke subdivision and now desires to assign its rights and delegate its duties under the said documents, to the association, as more fully set forth herein.
6. The association has met, after legal notice to its members, according to its bylaws, a quorum being present, and voted to authorize and direct the president of the association to sign this document evidencing that the association wants to have all of the rights and all of the duties the developer has had, including, but not limited to, enforcement of restrictive covenants and approval of building plans.

AGREEMENT BETWEEN THE TWO PARTIES:

NOW THEREFORE, for and in consideration of the foregoing statement of facts and other good and valuable consideration, the receipt of which is hereby acknowledged, developer and association agree as follows:

7. ASSIGNMENT: Developer does hereby assign all of its rights and delegate all of its duties under said recorded documents to the association.
8. INDEMNIFICATION: Developer hereby agrees to indemnify and hold harmless the association from any and all claims of any kind or nature whatsoever against the association in connection with the said recorded documents as a result of acts or omissions by the developer prior to the date hereof, and all costs incurred in connection therewith. The association hereby agrees to indemnify and hold harmless the developer from and against any and all claims of any kind or nature whatsoever against the developer in connection with said recorded documents as a result of acts or omissions by the association on or subsequent to the date hereof and all costs incurred in connection therewith.
9. The parties intend that the effect of this agreement is that all of said rights and duties herein described are completely and irrevocably assigned to the association as of the date hereof.
10. The two parties to this agreement shall be bound by this agreement, and so will their successors and assigns.
11. CAPTIONS: The captions and sub-captions contained in this agreement are for the purpose of convenience and shall not be construed as limiting or expanding the text.
12. ENTIRE AGREEMENT: This agreement supersedes all previous agreements between the parties (if any) concerning the subject matter of this agreement and constitutes the entire agreement between the parties.
13. AMENDMENTS OR MODIFICATIONS TO THIS AGREEMENT: Any amendments or modifications to this agreement shall be binding only if in writing and consented to by each party as evidenced by their signature at the end of such amendments or modifications, and such amendment or modification to the agreement is recorded in the real estate records of the Office of the Clerk of the Circuit Court of Isle of Wight County, Virginia.
14. The parties to this agreement are signing two copies of it, one for each of the two parties, one of which will be also recorded in the Office of the Clerk of the Circuit Court of Isle of Wight County, Virginia.

WITNESS the following signatures and seals:

HORACE A. GRAY, III, Trustee in Liquidation  
For Tidewater Virginia Properties, Inc.

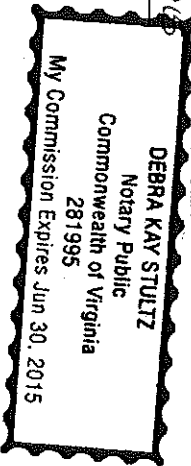
ROY L. WILLIAMS, President of  
Carisbrooke Community Association, Inc.

STATE OF VIRGINIA,  
CITY/COUNTY of Henrico, to-wit:

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of January, 2014  
by Horace A. Gray, III, the sole Trustee in Liquidation for Tidewater Virginia Properties, Inc.

Debra Kay Stultz  
Notary Public

My commission expires: June 30, 2015

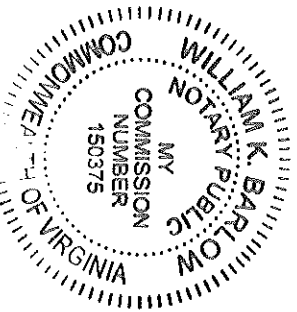


STATE OF VIRGINIA,  
COUNTY of ISLE OF WIGHT, to-wit:

The foregoing instrument was acknowledged before me this 3rd day of January, 2014 by  
Roy L. Williams, President of Carisbrooke Community Association, Inc.

William K. Barlow  
Notary Public

My commission expires: 3-31-2015



INSTRUMENT #140009122  
RECORDED IN THE CLERK'S OFFICE OF  
ISLE OF WIGHT COUNTY ON  
JANUARY 10, 2014 AT 12:07PM  
SHARON N. JONES, CLERK  
RECORDED BY: DDS