



Stormwater Division

MEMORANDUM

DATE: July 22, 2014
TO: Michael J. Gillis, Virginia Correctional Enterprises Document Management Services
FROM: Jacob Smith, Stormwater Intern
PO: 110426
RE: Files Approved for Scanning

NAME PDF/SCANNED FILE:		VASS MEADOWS	
BMP ID OR GEN FILE NUMBER:	99173	OWNER NAME:	VASS ENTERPRISES INC
PIN:	N/A	SITE ADDRESS:	N/A
		LEGAL DESCRIPTION:	N/A

MAINTENANCE AGREEMENT IN FILE:	N/A	BOOK/PAGE OR DOCUMENT NO.:	N/A	OTHER DESCRIPTION:	N/A
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BOX NO.:	1	COMMENTS:	DEED
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WITNESS the following signatures and seals.

THE MILL ASSOCIATES, a Virginia general partnership

[Handwritten Signature]

(SEAL)
BY: Charles H. Glazener, Partner

STATE OF VIRGINIA

City/County of James City, to-wit:

I, the undersigned a Notary Public in and for the City/County and State aforesaid, hereby certify that Charles H. Glazener, Partner, The Mill Associates, a Virginia general partnership, whose name is signed to the foregoing, has acknowledged the same before me in my City/County and State aforesaid.

Given under my hand this 23rd day September, 1993.

My commission expires: 5/31/94

[Handwritten Signature]

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, this 24 day of Sept 19 93
This instrument, together with the certificate annexed and admitted to record at \$9.50 have the taxes imposed by Sect. 13-1 (a) and (b) of the code.

LOCAL TAX ADDITIONAL TAX
\$ 150.- \$ 50.- \$ 100.-
Teste Helene Crawford, Clerk
By: *[Handwritten Signature]*
Deputy Clerk

THE CONTRACT FOR PURCHASE OF UNIMPROVED PROPERTY BETWEEN THE PARTIES AND DATED AUGUST 17, 1993, SHALL SURVIVE THIS DEED.

The said party of the first part covenants that they have the right to convey the said land to the grantees; that they have done no act to encumber the said land; that the grantees shall have quiet possession of the land, free from all encumbrances and that the said party of the first part will execute such further assurances of the said land as may be requisite.

Whenever used herein, the singular the plural, the plural the singular, and the use of any gender shall include all other genders.

WITNESS the following signatures and seals.

THE MILL ASSOCIATES, a Virginia general partnership

Thomas K. Norment, Jr. (SEAL)
BY: Thomas K. Norment, Jr., Partner

STATE OF VIRGINIA

City/County of James City, to-wit:

I, the undersigned a Notary Public in and for the City/County and State aforesaid, hereby certify that Thomas K. Norment, Jr., Partner, The Mill Associates, a Virginia general partnership, whose name is signed to the foregoing, has acknowledged the same before me in my City/County and State aforesaid.

Given under my hand this 30th day September, 1993.

My commission expires:

5/31/94

Betty M. Stevens
NOTARY PUBLIC

13042

THIS DEED, made on this September 20, 1993, by and between THE MILL ASSOCIATES, a Virginia general partnership, party of the first part, hereinafter referred to as "Grantor", and VASS ENTERPRISES, INC., a Virginia corporation, hereinafter referred to as "Grantees", parties of the second part, whose mailing address is 610 Thimble Shoals Blvd., Suite 201-A, Newport News, Virginia, 23606.

WITNESSETH: That for and in the consideration of the sum of TEN (\$10.00) DOLLARS, cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged at and before the signing, sealing and delivery of these presents, the said party of the first part hereby grants, sells and conveys with GENERAL WARRANTY OF TITLE unto the said party of the second part in fee simple and absolute, the following described property, to-wit:

All those certain lots, pieces or parcels of land, situate, lying and being in James City County, Virginia, known and designated as Lots Numbered FOUR (4), TWELVE (12), FOURTEEN (14), AND FIFTEEN (15), as shown on that certain plat entitled, "MASON'S GRANT BEING A SUBDIVISION OF PROPERTY OF THE MILL ASSOCIATES", dated January 7, 1993, prepared by Langley and McDonald, P.C., Engineers, Planners and Surveyors, recorded in the Clerk's Office for the Circuit Court of the City of Williamsburg and James City County, Virginia in Plat Book 57 at pages 64-65.

Subject, however, to all restrictions and easements affecting said property.

Together with all and singular the buildings and improvements thereon; tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

Being a portion of the same property conveyed unto the parties of the first part by Deed Dated August 30, 1989, from Nicole Limited, a Virginia corporation and duly recorded in the aforesaid Clerk's Office in Deed Book 447 at page 559.

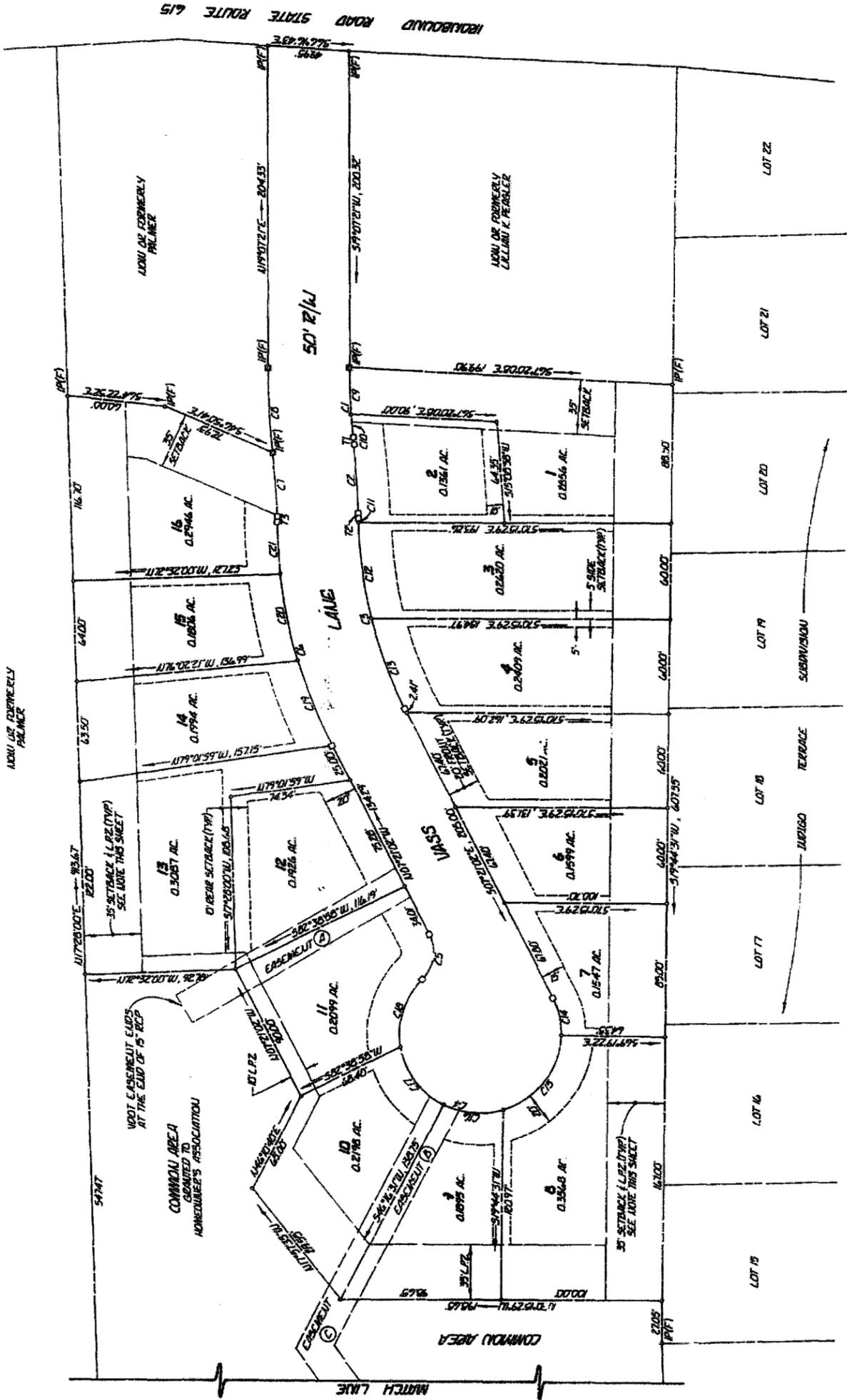
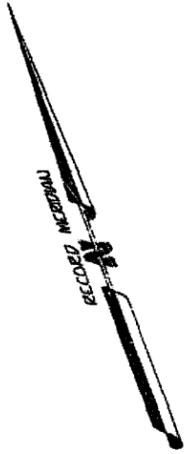
1 - 3

D.W. Moore Bx.

2 - 3

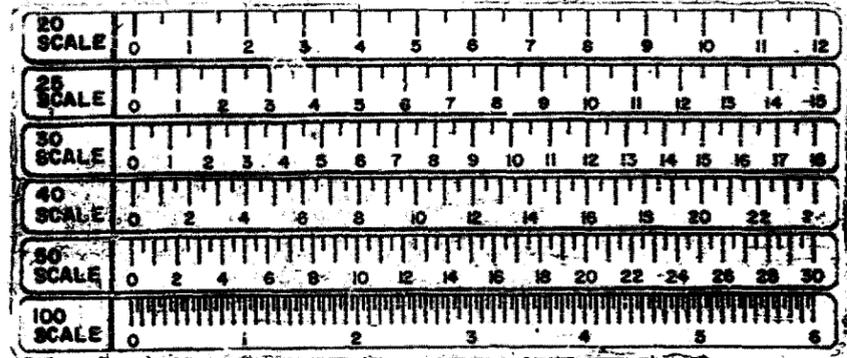
LANDSCAPE PROTECTION ZONE (L.P.Z.)

IN AREAS DESIGNATED LANDSCAPE PROTECTION ZONE (L.P.Z.) TREES MAY BE CUT REGARDLESS OF SIZE AND ADJACENT STRUCTURES TO INCLUDE HOUSES, BILDS, PATIOS, POOLS, GARAGES, FOSTS AND THE LIKE MAY BE ERRECTED OR LOCATED WITHOUT THE PRIOR APPROVAL OF THE HOMEOWNER'S ASSOCIATION OR A COMMITTEE DESIGNATED THEREBY. IT SHOULD BE NOTED THAT THE COMMITTEE TO MAINTAIN LANDSCAPE RESTRICTIONS ORIGINATED BY THE HOMEOWNERS ASSOCIATION AND OTHER IMPROVEMENTS ON COMMON AREA AND PRIVATE AREAS SUBJECT TO CONVEYANTS AND RESTRICTIONS REFERRED SIMULTANEOUSLY WITH THIS PLAT.



- EASEMENT (A) - 20' WIDE DRAINAGE EASEMENT GRANTED TO UDOT.
 - EASEMENT (B) - 20' WIDE ADDRESS/EGRESS EASEMENT TO DETENTION POND AND COMMON AREA
 - EASEMENT (C) - 20' WIDE UTILITY EASEMENT GRANTED TO JAMES CITY SERVICE AUTHORITY
 - EASEMENT (D) - 20' WIDE UTILITY EASEMENT GRANTED TO DETENTION POND AND COMMON AREA
 - EASEMENT (E) - 20' WIDE UTILITY EASEMENT GRANTED TO JAMES CITY SERVICE AUTHORITY
- * THE MILL ASSOCIATES HEREBY RESERVES THE RIGHT TO EXTEND UTILITIES THROUGH THE COMMON AREA TO SERVE ADJACENT PROPERTIES.

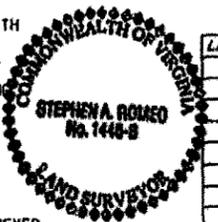
NOTE: ALL LOTS SERVED BY PUBLIC WATER SERVICE.
 VDOT IS NOT RESPONSIBLE FOR THE DETENTION POND OR ANY OF ITS STRUCTURES.
 Recorded 13th day of May, 1994
 D. B. No. 426, JAMES CITY
 Hubert D. Dillard, Esq.



59/39
59-39

Vass Meadows

SURVEYOR'S CERTIFICATE
I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAT COMPLIES WITH ALL OF THE REQUIREMENTS OF THE BOARD OF SUPERVISORS AND ORDINANCES OF THE COUNTY OF JAMES CITY, VIRGINIA, REGARDING THE PLATTING OF SUBDIVISIONS WITHIN THE COUNTY.



CERTIFICATE OF SOURCE OF TITLE
THE PROPERTY SHOWN ON THIS PLAT WAS CONVEYED BY NICOLE, LTD. TO THE MILL ASSOCIATES BY DEED DATED 6/30/92 AND RECORDED IN THE OFFICE OF THE CLERK OF THE COURT OF THE COUNTY OF JAMES CITY IN DEED BOOK 447, PAGE 357.

OWNER'S CERTIFICATE
THE SUBDIVISION OF LAND SHOWN ON THIS PLAT IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNERS, PROPRIETORS AND/OR TRUSTEES.

DATE 3/22/94 NAME [Signature]

CERTIFICATE OF NOTARIZATION
STATE OF Virginia
COUNTY OF James City
I, (PRINT) DIANNE H. McCLANAN, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT THE PERSONS WHOSE NAMES ARE SIGNED TO THE FOREGOING WRITING HAVE ACKNOWLEDGED THE SAME BEFORE ME IN THE COUNTY AFORESAID, GIVEN UNDER MY NAME THIS 22nd DAY OF March, 1994. MY COMMISSION EXPIRES October 31, 1996.

DATE 3/22/94 NAME DIANNE H. McCLANAN
SIGNATURE [Signature]

CERTIFICATE OF APPROVAL
THIS SUBDIVISION IS APPROVED BY THE UNDERSIGNED IN ACCORDANCE WITH EXISTING SUBDIVISION REGULATIONS AND MAY BE ADMITTED TO RECORD.

DATE 4-5-94 VIRGINIA DEPARTMENT OF TRANSPORTATION
DATE 4-5-94 VIRGINIA DEPARTMENT OF HEALTH
DATE 4-5-94 SUBDIVISION AGENT OF JAMES CITY COUNTY

STATE OF VIRGINIA, COUNTY OF JAMES CITY
IN THE CLERK'S OFFICE OF THE CIRCUIT COURT THE PLAT SHOWN HEREON WAS PRESENTED AND ADMITTED TO RECORD THIS 13 DAY OF May, 1994 AS THE LAW DIRECTS.

CLERK: [Signature]
PLAT BOOK: 57 PAGE: 39440

10:59 AM.
Recorded 13th day of May 1994
D. B. No. 666
[Signature]

LABEL	RADIUS	CENTRAL ANGLE	ARC LENGTH	TRUSENT	CHORD LENGTH	CHORD BEARING
C1	439.49	09°30'10"	44.78	22.41	44.77	S16°12'12"W
C2	500.24	09°46'23"	46.04	23.04	46.02	S15°53'14"W
C3	275.00	25°54'20"	84.55	63.84	123.29	S09°36'18"W
C4	50.00	250°31'44"	28.63	—	01.65	N16°09'10"W
C5	25.00	27°31'44"	30.77	17.64	30.07	N87°54'30"E
C6	325.00	25°54'20"	146.96	74.71	145.71	N05°36'12"E
C7	450.24	09°46'23"	41.44	20.23	41.42	N19°53'14"E
C8	329.87	09°20'45"	33.99	17.02	33.97	N16°12'11"E
C9	439.49	03°54'40"	30.00	15.01	29.99	S17°10'10"W
C10	439.49	01°35'39"	14.78	7.39	14.78	S14°13'32"W
C11	275.00	00°12'16"	1.70	0.85	1.70	S18°12'48"W
C12	275.00	12°18'45"	60.07	30.47	60.57	S11°32'49"W
C13	275.00	12°34'29"	61.96	31.17	61.02	S10°33'47"E
C14	50.00	180°14'41"	28.46	14.08	28.22	S06°39'48"W
C15	50.00	12°34'20"	63.17	36.60	59.07	S36°52'32"W
C16	50.00	43°17'25"	31.65	19.79	36.01	N25°19'11"W
C17	50.00	33°29'26"	46.68	19.00	45.00	N16°52'46"W
C18	50.00	33°04'44"	46.61	23.75	44.94	N30°08'30"E
C19	325.00	10°05'39"	57.54	28.05	57.47	N02°16'43"W
C20	325.00	09°57'38"	56.90	28.32	56.43	N07°46'26"E
C21	325.00	05°48'11"	32.92	16.47	32.90	N03°39'20"E

TABLE	BEARING	DISTANCE
T1	S15°17'03"W	413'
T2	S18°13'26"W	229'
T3	N18°53'26"E	229'

AREA TABULATION
TOTAL AREA = 40.6601 ACRES
AREA OF LOTS = 3.5732 ACRES
RIGHT OF WAY = 0.6709 ACRES
COMMON AREA = 5.6160 ACRES



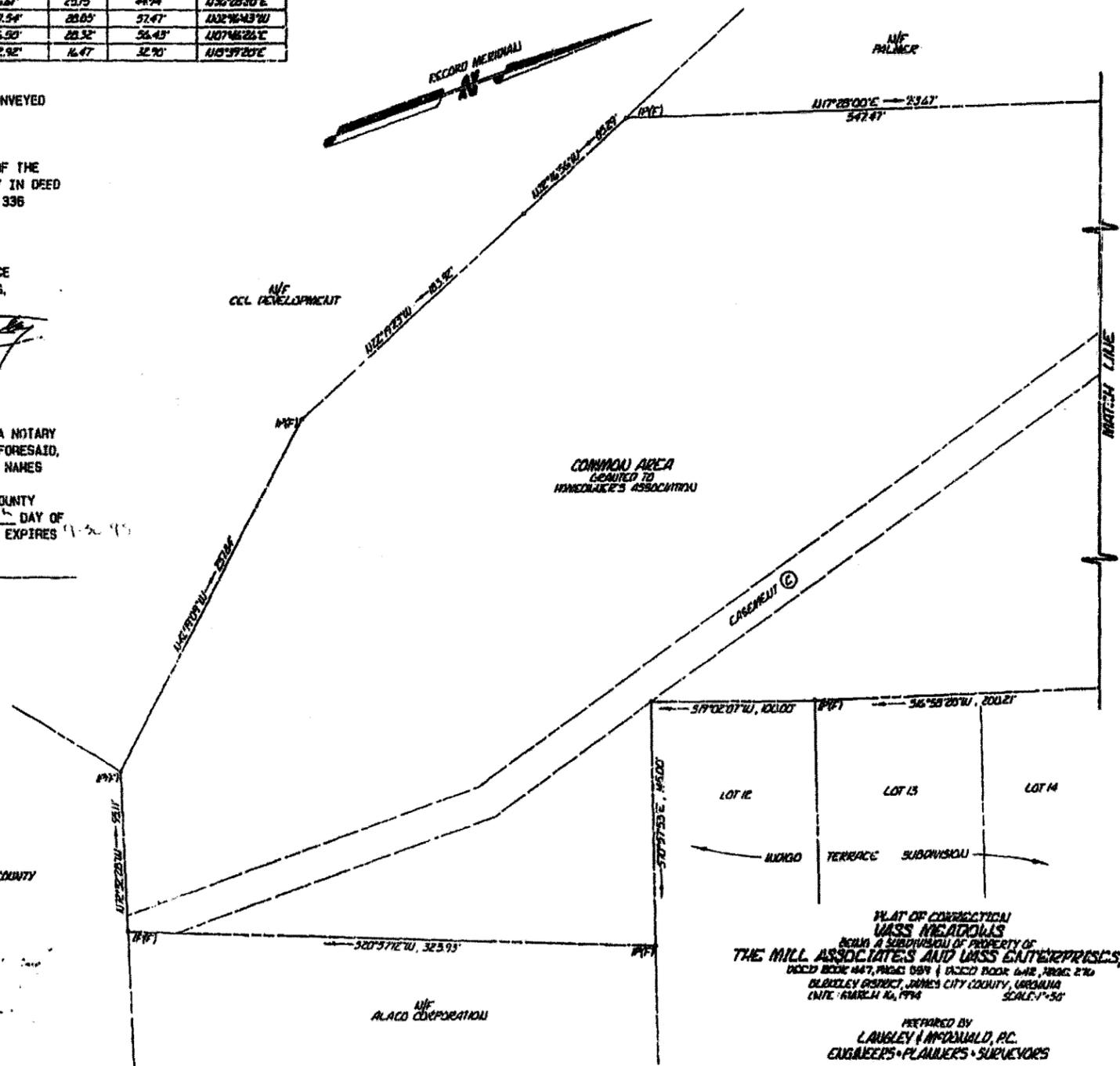
CERTIFICATE OF SOURCE OF TITLE
THE PROPERTY SHOWN ON THIS PLAT WAS CONVEYED BY THE MILL ASSOCIATES TO VASS ENTERPRISES, INC. BY DEEDS DATED 9/24/93 & 1/31/94 AND RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF THE COUNTY OF JAMES CITY IN DEED BOOK 642, PAGE 276 & DEED BOOK 668, PAGE 336

OWNER'S CERTIFICATE
THE SUBDIVISION OF LAND SHOWN ON THIS PLAT IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNERS, PROPRIETORS AND/OR TRUSTEES.

DATE 3/24/94 NAME [Signature]

CERTIFICATE OF NOTARIZATION
STATE OF Virginia
COUNTY OF City of Newport News
I, (PRINT) John B. Lathum, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT THE PERSONS WHOSE NAMES ARE SIGNED TO THE FOREGOING WRITING HAVE ACKNOWLEDGED THE SAME BEFORE ME IN THE COUNTY AFORESAID, GIVEN UNDER MY NAME THIS 24th DAY OF March, 1994. MY COMMISSION EXPIRES 11-2-95.

DATE 3/24/94 NAME John B. Lathum
SIGNATURE [Signature]



PLAT OF CORRECTED VASS MEADOWS BEING A SUBDIVISION OF PROPERTY OF THE MILL ASSOCIATES AND VASS ENTERPRISES, INC. DEED BOOK 447, PAGE 357 & DEED BOOK 448, PAGE 276 DANLEY DISTRICT, JAMES CITY COUNTY, VIRGINIA DATE: MARCH 14, 1994 SCALE: 1"=50'

PREPARED BY LAUREY I. MARSHALL, P.C. ENGINEERS • PLANNERS • SURVEYORS



BOOK 447 PAGE 560

to Carletha Ransome Brown Palmer, et vir, by Deed dated January 16, 1977, and recorded in Deed Book 174, page 205.

WITNESS the following signatures and seals:



NICOLE, LTD.

BY: [Signature] (Seal)
WILLIAM T. STONE, President

ATTEST:

[Signature] (Seal)
JEAN M. STUBBS, Secretary

COMMONWEALTH OF VIRGINIA
STATE AT LARGE

I, Jeanette M. Taylor, a Notary Public for the Commonwealth At Large, do hereby certify that WILLIAM T. STONE, and JEAN M. STUBBS, President and Secretary, respectively, of NICOLE, LTD., a Virginia Corporation, and whose names are signed to the foregoing Deed, bearing date on the 30th day of August, 1989, have acknowledged the same before me in my jurisdiction aforesaid.

GIVEN under my hand this 30th day of August, 1989.

Jeanette M. Taylor
NOTARY PUBLIC

My commission expires: March 8, 1992

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 _____ day of _____ 1989, _____
 presented with the certificate enclosed and admitted to record at _____ o'clock. The fees imposed by Sect. 55-54 (a) and (b) of the code have been paid

STATE TAX	LOCAL TAX	ADDITIONAL TAX
122.50	41.50	23.00

Total Notary & Ward Clerk: _____
 By: [Signature]
 Deputy Clerk

9089

Consideration: \$83,000.00

BOOK 447 PAGE 559

THIS DEED, made this 30th day of August, 1989, by and between NICOLE, LTD., a Virginia Corporation, hereinafter referred to as GRANTOR, party of the first part, and THE MILL ASSOCIATES, a Virginia general partnership, hereinafter referred to as GRANTEES, whose mailing address is:

WITNESSETH: That for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, at and before the signing, sealing and delivery of this deed, the said party of the first part doth hereby GRANT, BARGAIN, SELL and CONVEY, with GENERAL WARRANTY and ENGLISH COVENANTS OF TITLE, unto the said parties of the second part, the following described property, to-wit:

All those certain lots, pieces or parcels of land situate, lying and being in James City County Magisterial District, (formerly Berkeley District) James City County, Virginia, being the residue of Lots 7, 8, and 9, containing 10.86 acres, more or less, as more particularly set up, shown and described on a plat entitled, "A PLAT OF A SURVEY OF PART OF THE WILLIAM ALLEN JONES ESTATE, STANDING IN THE NAME OF THE ROSALIE JONES GRIFFIN ESTATE, LOCATED, BERKELEY DISTRICT, JAMES CITY COUNTY, VIRGINIA", prepared by Deward M. Martin and Assoc., Inc., Engineers, Planners and Surveyors, Toano, Virginia, recorded in the Clerk's Office of the Circuit Court for the City of Williamsburg and James City County in Plat Book 33, page 9, to which reference is herein made.

Being the same property as that conveyed to Nicole, Ltd., a Virginia Corporation, by Deed dated June 16, 1975 from William T. Stone, et ux, and recorded in Deed Book 161, page 449.

Less and except: 0.69 acres conveyed by Nicole, Ltd.

Thomas K. Norment, Jr, Atty at Law Wmsburg, Va 9/29/89

BOOK 668 PAGE 337

THE CONTRACT FOR PURCHASE OF UNIMPROVED PROPERTY BETWEEN THE PARTIES AND DATED AUGUST 17, 1993, SHALL SURVIVE THIS DEED.

The said party of the first part covenants that they have the right to convey the said land to the grantees; that they have done no act to encumber the said land; that the grantees shall have quiet possession of the land, free from all encumbrances and that the said party of the first part will execute such further assurances of the said land as may be requisite.

Whenever used herein, the singular the plural, the plural the singular, and the use of any gender shall include all other genders.

WITNESS the following signatures and seals.

THE MILL ASSOCIATES, a Virginia general partnership

BY: Charles H. Glazener, Partner (SEAL)

STATE OF VIRGINIA

City/County of James City, to-wit:

I, the undersigned a Notary Public in and for the City/County and State aforesaid, hereby certify that Charles H. Glazener, Partner, The Mill Associates, a Virginia general partnership, whose name is signed to the foregoing, has acknowledged the same before me in my City/County and State aforesaid.

Given under my hand this 27 day January, 1994.

My commission expires: May 31, 1994

Betty M. Stevens NOTARY PUBLIC

Notary Public for the City and County of James City, to-wit:

31 day of Jan 1994

3:43

LOCAL TAX 37.50 ADDITIONAL TAX 75.-

112.50

Debra D. Hill

Notary Clerk

2-2

BOOK 668 PAGE 336

93-128.1

161

THIS DEED, made on this January 10, 1994, by and between THE MILL ASSOCIATES, a Virginia general partnership, party of the first part, hereinafter referred to as "Grantor", and YASS ENTERPRISES, INC., a Virginia corporation, hereinafter referred to as "Grantees", parties of the second part, whose mailing address is 610 Thimble Shoals Blvd., Suite 201-A, Newport News, Virginia, 23606.

WITNESSETH: That for and in the consideration of the sum of TEN (\$10.00) DOLLARS, cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged at and before the signing, sealing and delivery of these presents, the said party of the first part hereby grants, sells and conveys with GENERAL WARRANTY OF TITLE unto the said party of the second part in fee simple and absolute, the following described property, to-wit:

All those certain lots, pieces or parcels of land, situate, lying and being in James City County, Virginia, known and designated as Lots Numbered THREE (3), FIVE (5) AND SIXTEEN (16), as shown on that certain plat entitled, "MASON'S GRANT BEING A SUBDIVISION OF PROPERTY OF THE MILL ASSOCIATES", dated January 7, 1993, prepared by Langley and McDonald, P.C., Engineers, Planners and Surveyors, recorded in the Clerk's Office for the Circuit Court of the City of Williamsburg and James City County, Virginia in Plat Book at page

Subject, however, to all restrictions and easements affecting said property.

Together with all and singular the buildings and improvements thereon; tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

Being a portion of the same property conveyed unto the parties of the first part by Deed Dated August 30, 1989, from Nicole Limited, a Virginia corporation and duly recorded in the aforesaid Clerk's Office in Deed Book 447 at page 559.

1 - 2

the right to do so thereafter as to the breach or as to one occurring prior or subsequent thereto.

15. Invalidations of any one of these conditions, covenants and restrictions by law or Court Order shall in no wise affect any of the other provisions hereof, all of which shall remain in full force and effect.

16. In the event that any Board of Zoning Appeals or comparable board for James City County shall approve or waive any variances of any setback line as provided for in these restrictions or as shown on the recorded map or plat, then such variances where they have been waived or approved shall be deemed as complying with these restrictions.

VASS ENTERPRISES, INC.,
a Virginia corporation

By: [Signature]

THE MILL ASSOCIATES, a Virginia
General Partnership

By: [Signature]

STATE OF VIRGINIA

City/County of Virginia, to wit:

The foregoing instrument was acknowledged before me this 24th day of May, 1995, by Helene V. Maytag, who is the President, of Vass Enterprises, Inc.

My commission expires: 9/30/95

[Signature]
Notary Public

must be removed when construction is completed, and said period shall not exceed one year.

8. No dwelling commenced to be erected on any lot shall be occupied until the same has been substantially completed and such dwelling erected or commenced to be erected on any lot shall be completed within a reasonable period of time from the commencement thereof.

9. No fence of any type shall be constructed on any lot without the prior written consent of Declarant, its successors or assigns, designated for such purposes, which consent, if granted, shall also control the location of the fence. No fence shall be permitted in the front yard. No chain link fences will be approved.

10. No satellite dishes will be erected on any lots.

11. All lots will be sold subject to the rights-of-way, easements, restrictions and reservations of record.

12. No owner or occupant of any of the lots shown on the plat shall have or permit any birds, fowl or animals, except that pet dogs or pet cats are permitted. Pet birds normally kept within a dwelling or home will also be permitted.

13. No lots shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers.

14. All covenants, conditions, agreements and restrictions herein shall be to the benefit of and be enforceable by the owner of any lot shown on said plat, either respective

determined on a square footage basis, and exclusive of porches, breezeways and garages, shall be at least as follows: Any dwelling house having all the living area on one floor shall have a minimum of 1,100 square feet on that floor. Any dwelling containing two or more floors shall have a total of at least 1,400 square feet of living area with a minimum of 750 square feet of living area on the first floor. Each dwelling house shall have a least a one (1) car attached garage.

5. No building erected on any of said sites shall be finished on the front side with asbestos or composition siding or cement block of any kind unless approved by the Declarant or its designated agent. Any unattached garage, barn or other out building shall be constructed of materials compatible with the dwelling thereof.

6. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

7. No trailer, mobile home, tent, garage, shack, barn or other out building placed thereon shall at any time be used as a residence, either temporarily or permanently, nor shall any residence of a temporary character be permitted thereon, except that suitable living quarters for domestic servants may be provided in any portion of a garage building erected thereon. For construction purposes, a tool or storage shed or trailer may be temporarily located on the site during construction period and

successive periods of ten (10) years. This Declaration may be amended during the first thirty- (30) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

ARTICLE VII
USE RESTRICTIONS

1. No parcel or area of ground in the subdivision shall be resubdivided in any manner that will result in the said parcel or area having less than the square feet required by the County of James City, Virginia.

2. All streets and roads shown on the aforesaid plat are hereby expressly dedicated to the public use.

3. All lots are to be used for residential purposes and there shall be no commercial trade or business of any kind conducted on any of the said lots, nor shall there be placed on any lot or any improvements thereon any sign advertising any trade, service or business except one sign advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period, nor shall anything be done thereon which may be, or become, an annoyance or nuisance to the neighborhood.

4. The lots set out on the aforesaid plat shall be used only for residential purposes, and no residence shall be erected on any of said sites unless the size thereof, as

(24) hours outside enclosed garages, and no unlicensed motor vehicles or inoperative motor vehicle, or motor vehicle with an expired state inspection sticker, shall be permitted to stand on Lots. The initial Review Committee shall consist of Helene V. Maytag, D. Wayne Moore and Thomas K. Norment, Jr.

Three sets of plans shall be submitted and two sets returned as approved. Review shall be completed within 30 days of submittal.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges or thereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for

of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been duly complied with. No parking of trucks over 1/2 ton, trailers, campers or other wheeled non-selfpropelling vehicles of any type shall be parked or allowed to stand, for more than twenty-four

Section 7. Date of Commencement of Annual Assessments:

Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a special Lot have been paid.

Section 8. Effect of Nonpayment of Assessments:

Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer

above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of the members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly or other periodical basis as set by the Board.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be FIFTY and 00/100 DOLLARS (\$50.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 20% above the maximum assessment for the previous year without a vote of the membership at a meeting of the membership called for that purpose in accordance with the By-Laws.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 20% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized

be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership exceeds the total votes outstanding in the Class B membership, or

(b) on December 31, 1997.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal

Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Common area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The Open Space Easement duly recorded in the Clerk's Office of the Circuit Court for James City County, Virginia, in Deed Book 623, page 472.

(b) The right of the Association to utilize the Common Area in such manner as is consistent with the Open Space Easement recorded in Deed Book 623, page 472.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to VASS MEADOWS HOMES ASSOCIATION, INC., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners, including easements.

Section 5. "Lot" shall mean and refer to any plat of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to The Mill Associates, a Virginia Partnership, and Vass Enterprises, Inc., a Virginia corporation, their successors and assigns.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the

007314

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
VASS MEADOWS

THIS DECLARATION, made on the date hereinafter set forth by
VASS ENTERPRISES, INC., a Virginia corporation, Grantor, and THE
MILL ASSOCIATES, a Virginia general partnership, Grantor
hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the
County of James City, State of Virginia, which is more
particularly described as:

All those lots, pieces or parcels of land situate,
lying and being in the County of James City, Virginia,
known and designated as "VASS MEADOWS" Lots 1 through
16, as shown on that certain plat entitled, "PLAT OF
CORRECTION VASS MEADOWS BEING A SUBDIVISION OF PROPERTY
OF THE MILL ASSOCIATES AND VASS ENTERPRISES, INC., DEED
BOOK 447, PAGE 559 & DEED BOOK 642, PAGE 276, BERKELEY
DISTRICT, JAMES CITY COUNTY, VIRGINIA", dated March 16,
1994 and made by Langley & McDonald, P.C., Engineers-
Planners-Surveyors, a copy of which plat is recorded in
the Clerk's Office of the Circuit Court for the City of
Williamsburg and County of James City, Virginia in Plat
Book 59, pages 39 and 40.

NOW, THEREFORE, Declarant hereby declares that all of the
properties described above shall be held, sold and conveyed
subject to the following easements, restrictions, covenants and
conditions, which are for the purpose of protecting the value and
desirability of, and which shall run with, the real property and
be binding on all parties having any right, title or interest in
the described properties or any part thereof, their heirs,
successors and assigns, and shall inure to the benefit of each
owner thereof.

find DB 642/276 - RB 57/64-65 same plat as 59/39-40
except called
Mason's
Grant
668 / 336 no Plat reference
447 / 39 559 RB 33/9
686 / 71 ✓

STATE OF VIRGINIA

City/County of King and Queen, to wit:

The foregoing instrument was acknowledged before me this 24th day of May, 1994, by Thomas L. Myrland Jr., who is the General Partner, of The Mill Associates.

Maechen M. Elden
Notary Public
My Commission Expires: 7/31/98

VIRGINIA: City of Williamsburg and County of James City, to Wit:
In the Clerk's Office of the Circuit Court of the City of Williamsburg and County of James City the 25 day of May, 1994. This Instrument was presented with certificate annexed and admitted to record at 2:42 o'clock.
Teste: Helene S. Ward, Clerk
by Deborah M. [Signature]
Deputy Clerk

007867

AFFIDAVIT

The attached plat, and courses and distance description, made by Langley and McDonald, P.C., Engineers-Planners-Surveyors Landscape Architects & Environmental Consultants, Virginia Beach - Williamsburg, Virginia, dated March 16, 1994, of the lands of The Mill Associates and Vass Enterprises, Inc., situate in Berkeley District, James City County, Virginia, and being the same land acquired by The Mill Associates by Deed from Nicole, Ltd., dated August 30, 1992 and recorded in the Clerk's Office of the Circuit Court for the City of Williamsburg and County of James City, Virginia in Deed Book 447, page 559 and acquired by Vass Enterprises, Inc., by The Mill Associates by Deed dated September 24, 1993 and recorded in the aforesaid Clerk's Office in Deed Book 642, page 276 and by Deed dated January 31, 1994 and recorded in the aforesaid Clerk's Office in Deed Book 668, page 336, is hereby confirmed and submitted for record in the aforesaid Clerk's Office.

Given under our hands this 19th day of April, 1994.

THE MILL ASSOCIATES

By Thomas K. Norment, Jr. (SEAL)
~~CHARLES H. STASCHER, Partner~~
 THOMAS K. NORMENT, JR.

VASS ENTERPRISES, INC.

By Helene V. Maytag (SEAL)
 Helene V. Maytag, President

STATE OF VIRGINIA

CITY OF NEWPORT NEWS, to-wit:

I, Janet B. Linthicum, a Notary Public in the jurisdiction aforesaid, do hereby certify that ~~XXXXXXXX~~ Thomas K. Norment, Jr. ~~XXXXXXXX~~, Partner of The Mill Associates, a Virginia general partnership, whose name is signed to the foregoing Certificate of Confirmation by Owner, and Plat, bearing date of the 19th day of April, 1994, have acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand this 19th day of April, 1994.


Notary Public

My commission expires: 9/30/95.

STATE OF VIRGINIA

CITY OF NEWPORT NEWS, to-wit:

I, Janet B. Linthicum, a Notary Public in the jurisdiction aforesaid, do hereby certify that Helene V. Maytag, President of Vass Enterprises, Inc., whose name is signed to the foregoing Certificate of Confirmation by Owner, and Plat, bearing date of the 19th day of April, 1994, have acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand this 21st day of April, 1994.


Notary Public

My commission expires: 9/30/95

VIRGINIA: City of Williamsburg and County of James City, to WIT:

In the Clerk's office of the Circuit Court of the City of Williamsburg and County of James City the 13 day of May, 1994. This DEED was presented with certificate annexed and admitted to record at 10:57 o'clock
Teste: Helene S. Ward, Clerk
by Richard Reed
Deputy Clerk

PLAT RECORDED IN

P.B. NO. 59 PAGE 39440

007314

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
VASS MEADOWS

THIS DECLARATION, made on the date hereinafter set forth by VASS ENTERPRISES, INC., a Virginia corporation, Grantor, and THE MILL ASSOCIATES, a Virginia general partnership, Grantor hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of James City, State of Virginia, which is more particularly described as:

All those lots, pieces or parcels of land situate, lying and being in the County of James City, Virginia, known and designated as "VASS MEADOWS" Lots 1 through 16, as shown on that certain plat entitled, "PLAT OF CORRECTION VASS MEADOWS BEING A SUBDIVISION OF PROPERTY OF THE MILL ASSOCIATES AND VASS ENTERPRISES, INC., DEED BOOK 447, PAGE 559 & DEED BOOK 642, PAGE 276, BERKELEY DISTRICT, JAMES CITY COUNTY, VIRGINIA", dated March 16, 1994 and made by Langley & McDonald, P.C., Engineers-Planners-Surveyors, a copy of which plat is recorded in the Clerk's Office of the Circuit Court for the City of Williamsburg and County of James City, Virginia in Plat Book 59, pages 39 and 40.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to VASS MEADOWS HOMES ASSOCIATION, INC., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners, including easements.

Section 5. "Lot" shall mean and refer to any plat of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to The Mill Associates, a Virginia Partnership, and Vass Enterprises, Inc., a Virginia corporation, their successors and assigns.

ARTICLE II
PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the

Common area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The Open Space Easement duly recorded in the Clerk's Office of the Circuit Court for James City County, Virginia, in Deed Book 623, page 472.

(b) The right of the Association to utilize the Common Area in such manner as is consistent with the Open Space Easement recorded in Deed Book 623, page 472.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and

be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership exceeds the total votes outstanding in the Class B membership, or
- (b) on December 31, 1997.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be FIFTY and 00/100 DOLLARS (\$50.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 20% above the maximum assessment for the previous year without a vote of the membership at a meeting of the membership called for that purpose in accordance with the By-Laws.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 20% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized

above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of the members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly or other periodical basis as set by the Board.

Section 7. Date of Commencement of Annual Assessments:

Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a special Lot have been paid.

Section 8. Effect of Nonpayment of Assessments:

Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer

of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been duly complied with. No parking of trucks over 1/2 ton, trailers, campers or other wheeled non-selfpropelling vehicles of any type shall be parked or allowed to stand, for more than twenty-four

(24) hours outside enclosed garages, and no unlicensed motor vehicles or inoperative motor vehicle, or motor vehicle with an expired state inspection sticker, shall be permitted to stand on Lots. The initial Review Committee shall consist of Helene V. Maytag, D. Wayne Moore and Thomas K. Norment, Jr.

Three sets of plans shall be submitted and two sets returned as approved. Review shall be completed within 30 days of submittal.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges or thereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for

successive periods of ten (10) years. This Declaration may be amended during the first thirty- (30) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

ARTICLE VII

USE RESTRICTIONS

1. No parcel or area of ground in the subdivision shall be resubdivided in any manner that will result in the said parcel or area having less than the square feet required by the County of James City, Virginia.

2. All streets and roads shown on the aforesaid plat are hereby expressly dedicated to the public use.

3. All lots are to be used for residential purposes and there shall be no commercial trade or business of any kind conducted on any of the said lots, nor shall there be placed on any lot or any improvements thereon any sign advertising any trade, service or business except one sign advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period, nor shall anything be done thereon which may be, or become, an annoyance or nuisance to the neighborhood.

4. The lots set out on the aforesaid plat shall be used only for residential purposes, and no residence shall be erected on any of said sites unless the size thereof, as

determined on a square footage basis, and exclusive of porches, breezeways and garages, shall be at least as follows: Any dwelling house having all the living area on one floor shall have a minimum of 1,100 square feet on that floor. Any dwelling containing two or more floors shall have a total of at least 1,400 square feet of living area with a minimum of 750 square feet of living area on the first floor. Each dwelling house shall have a least a one (1) car attached garage.

5. No building erected on any of said sites shall be finished on the front side with asbestos or composition siding or cement block of any kind unless approved by the Declarant or its designated agent. Any unattached garage, barn or other out building shall be constructed of materials compatible with the dwelling thereof.

6. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

7. No trailer, mobile home, tent, garage, shack, barn or other out building placed thereon shall at any time be used as a residence, either temporarily or permanently, nor shall any residence of a temporary character be permitted thereon, except that suitable living quarters for domestic servants may be provided in any portion of a garage building erected thereon. For construction purposes, a tool or storage shed or trailer may be temporarily located on the site during construction period and

must be removed when construction is completed, and said period shall not exceed one year.

8. No dwelling commenced to be erected on any lot shall be occupied until the same has been substantially completed and such dwelling erected or commenced to be erected on any lot shall be completed within a reasonable period of time from the commencement thereof.

9. No fence of any type shall be constructed on any lot without the prior written consent of Declarant, its successors or assigns, designated for such purposes, which consent, if granted, shall also control the location of the fence. No fence shall be permitted in the front yard. No chain link fences will be approved.

10. No satellite dishes will be erected on any lots.

11. All lots will be sold subject to the rights-of-way, easements, restrictions and reservations of record.

12. No owner or occupant of any of the lots shown on the plat shall have or permit any birds, fowl or animals, except that pet dogs or pet cats are permitted. Pet birds normally kept within a dwelling or home will also be permitted.

13. No lots shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers.

14. All covenants, conditions, agreements and restrictions herein shall be to the benefit of and be enforceable by the owner of any lot shown on said plat, either respective

the right to do so thereafter as to the breach or as to one occurring prior or subsequent thereto.

15. Invalidations of any one of these conditions, covenants and restrictions by law or Court Order shall in no wise affect any of the other provisions hereof, all of which shall remain in full force and effect.

16. In the event that any Board of Zoning Appeals or comparable board for James City County shall approve or waive any variances of any setback line as provided for in these restrictions or as shown on the recorded map or plat, then such variances where they have been waived or approved shall be deemed as complying with these restrictions.

VASS ENTERPRISES, INC.,
a Virginia corporation

By: *Helene V. Maytag*

THE MILL ASSOCIATES, a Virginia
General Partnership

By: *Thomas Knorr*

STATE OF VIRGINIA

City/County of Virginia, to wit:

The foregoing instrument was acknowledged before me this 24th day of May, 1995, by Helene V. Maytag, who is the President, of Vass Enterprises, Inc.

My commission expires: 9/30/95

David B. Miller
Notary Public

STATE OF VIRGINIA

City/County of Stafford, to wit:

The foregoing instrument was acknowledged before me this 24th day of May, 1994, by Thomas L. Raymond Jr., who is the General Partner, of The Mill Associates.

Maechel M. Elden
Notary Public
My Commission Expires: 7/31/98

VIRGINIA: City of Williamsburg and County of James City, to Wit
In the Clerk's Office of the Circuit Court of the City of Williamsburg and County of James City, the 25 day of May, 1994. This instrument was presented with certificate annexed and admitted to record at 2:42 o'clock
Teste: Helene S. Ward, Clerk
by [Signature]
Deputy Clerk

007867

AFFIDAVIT

The attached plat, and courses and distance description, made by Langley and McDonald, P.C., Engineers-Planners-Surveyors Landscape Architects & Environmental Consultants, Virginia Beach - Williamsburg, Virginia, dated March 16, 1994, of the lands of The Mill Associates and Vass Enterprises, Inc., situate in Berkeley District, James City County, Virginia, and being the same land acquired by The Mill Associates by Deed from Nicole, Ltd., dated August 30, 1992 and recorded in the Clerk's Office of the Circuit Court for the City of Williamsburg and County of James City, Virginia in Deed Book 447, page 559 and acquired by Vass Enterprises, Inc., by The Mill Associates by Deed dated September 24, 1993 and recorded in the aforesaid Clerk's Office in Deed Book 642, page 276 and by Deed dated January 31, 1994 and recorded in the aforesaid Clerk's Office in Deed Book 668, page 336, is hereby confirmed and submitted for record in the aforesaid Clerk's Office.

Given under our hands this 19th day of April, 1994.

THE MILL ASSOCIATES

• — = did not pickup

By Thomas K. Norment (SEAL)
~~CHARLES H. CRASHER, Partner~~
 THOMAS K. NORMENT, JR.

VASS ENTERPRISES, INC.

By Helene V. Maytag (SEAL)
 Helene V. Maytag, President

STATE OF VIRGINIA

CITY OF NEWPORT NEWS, to-wit:

I, Janet B. Linthicum, a Notary Public in the jurisdiction aforesaid, do hereby certify that ~~XXXXXXXX~~ Thomas K. Norment, Jr. ~~XXXXXXXX~~, Partner of The Mill Associates, a Virginia general partnership, whose name is signed to the foregoing Certificate of Confirmation by Owner, and Plat, bearing date of the 19th day of April, 1994, have acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand this 19th day of April, 1994.


Notary Public

My commission expires: 9/30/95.

STATE OF VIRGINIA

CITY OF NEWPORT NEWS, to-wit:

I, Janet B. Linthicum, a Notary Public in the jurisdiction aforesaid, do hereby certify that Helene V. Maytag, President of Vass Enterprises, Inc., whose name is signed to the foregoing Certificate of Confirmation by Owner, and Plat, bearing date of the 19th day of April, 1994, have acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand this 21st day of April, 1994.


Notary Public

My commission expires: 9/30/95

VIRGINIA: City of Williamsburg and County of James City, to WIT:

In the Clerk's office of the Circuit Court of the City of Williamsburg and County of James City the 13 day of May, 1994. This Plat was presented with certificate annexed and admitted to record at 10:57 o'clock
Teste: Helene S. Ward, Clerk
by  Deputy Clerk

-2-2

PLAT RECORDED IN
P.B. NO. 59 PAGE 39440

13042

THIS DEED, made on this September 20, 1993, by and between THE MILL ASSOCIATES, a Virginia general partnership, party of the first part, hereinafter referred to as "Grantor", and VASS ENTERPRISES, INC., a Virginia corporation, hereinafter referred to as "Grantees", parties of the second part, whose mailing address is 610 Thimble Shoals Blvd., Suite 201-A, Newport News, Virginia, 23606.

WITNESSETH: That for and in the consideration of the sum of TEN (\$10.00) DOLLARS, cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged at and before the signing, sealing and delivery of these presents, the said party of the first part hereby grants, sells and conveys with GENERAL WARRANTY OF TITLE unto the said party of the second part in fee simple and absolute, the following described property, to-wit:

All those certain lots, pieces or parcels of land, situate, lying and being in James City County, Virginia, known and designated as Lots Numbered FOUR (4), TWELVE (12), FOURTEEN (14), AND FIFTEEN (15), as shown on that certain plat entitled, "MASON'S GRANT BEING A SUBDIVISION OF PROPERTY OF THE MILL ASSOCIATES", dated January 7, 1993, prepared by Langley and McDonald, P.C., Engineers, Planners and Surveyors, recorded in the Clerk's Office for the Circuit Court of the City of Williamsburg and James City County, Virginia in Plat Book 57 at pages 64 65.

Subject, however, to all restrictions and easements affecting said property.

Together with all and singular the buildings and improvements thereon; tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

Being a portion of the same property conveyed unto the parties of the first part by Deed Dated August 30, 1989, from Nicole Limited, a Virginia corporation and duly recorded in the aforesaid Clerk's Office in Deed Book 447 at page 559.

1 - 3

D.W. Moore Bx.

2 - 3

Transfer of

lots
4, 12, 14, 15
from Mill Assoc. to
Vass Enterprises

THE CONTRACT FOR PURCHASE OF UNIMPROVED PROPERTY BETWEEN THE PARTIES AND DATED AUGUST 17, 1993, SHALL SURVIVE THIS DEED.

The said party of the first part covenants that they have the right to convey the said land to the grantees; that they have done no act to encumber the said land; that the grantees shall have quiet possession of the land, free from all encumbrances and that the said party of the first part will execute such further assurances of the said land as may be requisite.

Whenever used herein, the singular the plural, the plural the singular, and the use of any gender shall include all other genders.

WITNESS the following signatures and seals.

THE MILL ASSOCIATES, a Virginia general partnership

Thomas K. Norment, Jr. (SEAL)
BY: Thomas K. Norment, Jr., Partner

STATE OF VIRGINIA

City/County of *James City*, to-wit:

I, the undersigned a Notary Public in and for the City/County and State aforesaid, hereby certify that Thomas K. Norment, Jr., Partner, The Mill Associates, a Virginia general partnership, whose name is signed to the foregoing, has acknowledged the same before me in my City/County and State aforesaid.

Given under my hand this *30th* day *September*, 1993.

My commission expires:

5/31/94

Beth M. Stevens
NOTARY PUBLIC

WITNESS the following signatures and seals.

THE MILL ASSOCIATES, a Virginia general partnership

BY: Charles H. Glazener, Partner (SEAL)

STATE OF VIRGINIA

City/County of James City, to-wit:

I, the undersigned a Notary Public in and for the City/County and State aforesaid, hereby certify that Charles H. Glazener, Partner, The Mill Associates, a Virginia general partnership, whose name is signed to the foregoing, has acknowledged the same before me in my City/County and State aforesaid.

Given under my hand this 23rd day September, 1993.

My commission expires: 5/31/94

Betty M. Stevens 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, this 24 day of Sept 19 93
This instrument with the certificate annexed and admitted to record at \$9.50 have taxes imposed by Sect. 17-101 (1) and (b) of the code.
LOCAL TAX \$ 50.- ADDITIONAL TAX \$ 100.-
Teste Helene S. Ward, Clerk
By: [Signature] Deputy Clerk

9059

Consideration: \$83,000.00

BOOK 447 PAGE 559

THIS DEED, made this 30th day of August, 1989, by and between NICOLE, LTD., a Virginia Corporation, hereinafter referred to as GRANTOR, party of the first part, and THE MILL ASSOCIATES, a Virginia general partnership, hereinafter referred to as GRANTEES, whose mailing address is:

WITNESSETH: That for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, at and before the signing, sealing and delivery of this deed, the said party of the first part doth hereby GRANT, BARGAIN, SELL and CONVEY, with GENERAL WARRANTY and ENGLISH COVENANTS OF TITLE, unto the said parties of the second part, the following described property, to-wit:

All those certain lots, pieces or parcels of land situate, lying and being in James City County Magisterial District, (formerly Berkeley District) James City County, Virginia, being the residue of Lots 7, 8, and 9, containing 10.86 acres, more or less, as more particularly set up, shown and described on a plat entitled, "A PLAT OF A SURVEY OF PART OF THE WILLIAM ALLEN JONES ESTATE, STANDING IN THE NAME OF THE ROSALIE JONES GRIFFIN ESTATE, LOCATED, BERKELEY DISTRICT, JAMES CITY COUNTY, VIRGINIA", prepared by Deward M. Martin and Assoc., Inc., Engineers, Planners and Surveyors, Toano, Virginia, recorded in the Clerk's Office of the Circuit Court for the City of Williamsburg and James City County in Plat Book 33, page 9, to which reference is herein made.

Being the same property as that conveyed to Nicole, Ltd., a Virginia Corporation, by Deed dated June 16, 1975 from William T. Stone, et ux, and recorded in Deed Book 161, page 449.

Less and except: 0.69 acres conveyed by Nicole, Ltd.

Thomas K. Norment, Jr, Atty at Law Wmsburg, Va 9/29/89

BOOK 447 PAGE 560

to Carletha Ransome Brown Palmer, et vir, by Deed dated January 16, 1977, and recorded in Deed Book 174, page 205.

WITNESS the following signatures and seals:



NICOLE, LTD.

BY: [Signature] (Seal)
WILLIAM T. STONE, President

ATTEST:

[Signature] (Seal)
JEAN M. STUBBS, Secretary

COMMONWEALTH OF VIRGINIA
STATE AT LARGE

I, Jeanette M. Taylor, a Notary Public for the Commonwealth At Large, do hereby certify that WILLIAM T. STONE, and JEAN M. STUBBS, President and Secretary, respectively, of NICOLE, LTD., a Virginia Corporation, and whose names are signed to the foregoing Deed, bearing date on the 30th day of August, 1989, have acknowledged the same before me in my jurisdiction aforesaid.

GIVEN under my hand this 30th day of August, 1989.

Jeanette M. Taylor
NOTARY PUBLIC

My commission expires: March 8, 1992

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 _____ day of _____ 1989, the _____ was presented with the certificate enclosed and admitted to record at _____ o'clock. The taxes imposed by Sect. 50-54 (a) and (b) of the code have been paid.
STATE TAX \$ 124.50 APPEAL TAX \$ 41.50 ADDITIONAL TAX \$ 85.00
Test: Malene E. Ward, Clerk By: [Signature] Deputy Clerk

93-128.1

011765

THIS DEED, made on this June 27, 1994, by and between THE MILL ASSOCIATES, a Virginia general partnership, party of the first part, hereinafter referred to as "Grantor", and VASS ENTERPRISES, INC., a Virginia corporation, hereinafter referred to as "Grantees", parties of the second part, whose mailing address is 610 Thimble Shoals Blvd., Suite 201-A, Newport News, Virginia, 23606.

WITNESSETH: That for and in the consideration of the sum of TEN (\$10.00) DOLLARS, cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged at and before the signing, sealing and delivery of these presents, the said party of the first part hereby grants, sells and conveys with GENERAL WARRANTY OF TITLE unto the said party of the second part in fee simple and absolute, the following described property, to-wit:

All those certain lots, pieces or parcels of land, situate, lying and being in James City County, Virginia, known and designated as Lots Numbered TWO (2), SIX (6) AND NINE (9), as shown on that certain plat entitled, "PLAT OF CORRECTION VASS MEADOWS BEING A SUBDIVISION OF PROPERTY OF THE MILL ASSOCIATES AND VASS ENTERPRISES, INC.", dated March 16, 1994, prepared by Langley and McDonald, P.C., Engineers, Planners and Surveyors, recorded in the Clerk's Office for the Circuit Court of the City of Williamsburg and James City County, Virginia in Plat Book 59 at page 39, 40.

Subject, however, to all restrictions and easements affecting said property.

Together with all and singular the buildings and improvements thereon; tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

Being a portion of the same property conveyed unto the parties of the first part by Deed Dated August 30, 1989, from Nicole Limited, a Virginia corporation and duly recorded in the aforesaid Clerk's Office in Deed Book 447 at page 559.

THE CONTRACT FOR PURCHASE OF UNIMPROVED PROPERTY BETWEEN THE PARTIES

AND DATED AUGUST 17, 1993, SHALL SURVIVE THIS DEED.

The said party of the first part covenants that they have the right to convey the said land to the grantees; that they have done no act to encumber the said land; that the grantees shall have quiet possession of the land, free from all encumbrances and that the said party of the first part will execute such further assurances of the said land as may be requisite.

Whenever used herein, the singular the plural, the plural the singular, and the use of any gender shall include all other genders.

WITNESS the following signatures and seals.

THE MILL ASSOCIATES, a Virginia general partnership

(SEAL)
BY: Charles H. Glazener, Partner

STATE OF VIRGINIA

City/County of James City, to-wit:

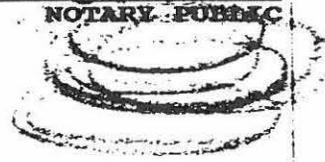
I, the undersigned a Notary Public in and for the City/County and State aforesaid, hereby certify that Charles H. Glazener, Partner, The Mill Associates, a Virginia general partnership, whose name is signed to the foregoing, has acknowledged the same before me in my City/County and State aforesaid.

Given under my hand this 29th day June, 1994.

My commission expires:

May 31, 1998

Betty M. Stinson
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 21 day of July 1994
This deed was presented with the certificate annexed and admitted to record at 9:20 o'clock. The taxes imposed by Sect. 58-54 (a) and (b) of the code have been paid.

STATE TAX LOCAL TAX ADDITIONAL TAX 2-2
\$ 112.50 \$ 37.50 \$ 75.-

Teste Helene S. Ward, Clerk

By: Claudia S. Berkholz
Deputy Clerk

7397

BOOK 623 PAGE 472

EXEMPT FROM RECORDATION TAX
UNDER VIRGINIA CODE SECTION 58.1-811(A) (3), AS AMENDED
DEED OF EASEMENT
FOR NATURAL OPEN SPACE

THIS DEED OF EASEMENT, made this 26th day of May, 1993, by and between The Mill Associates, a Virginia general partnership, and its' heirs, successors and assigns ("Grantor") and the County of James City, Virginia ("Grantee"),

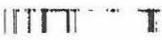
WHEREAS, the Grantor is the owner of certain property known as Mason's Grant, James City County, Virginia, consisting of a tract of land containing 10.1601 acres, more or less, more particularly described herein ("Property"), as follows:

All those certain lots, pieces or parcels of land, situate, lying and being in James City County, Virginia, consisting of Lots One (1) through Sixteen (16), as shown on that certain plat entitled, "MASON'S GRANT BEING A SUBDIVISION OF PROPERTY OF THE MILL ASSOCIATES", dated January 7, 1993, prepared by Langley and McDonald, P.C., Engineers, Planners and Surveyors, recorded in the Clerk's Office for the Circuit Court of the City of Williamsburg and James City County, Virginia.

WHEREAS, Grantee has adopted The Chesapeake Bay Preservation Ordinance Chapter 19B of the James City County Code, as required by Chapter 21 of Title 10.1 of the Code of Virginia to protect the Chesapeake Bay and its tributaries from nonpoint source pollution from land uses or appurtenances within the Chesapeake Bay drainage area; and

1-4

RET TO JCC PLANNING OFFICE, 6/30/93



WHEREAS, Grantor wishes to preserve land as natural open space as part of Grantor's efforts to improve the quality of stormwater runoff from the Property.

NOW, THEREFORE, in recognition of the foregoing and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey to Grantee an easement in perpetuity in gross, with the right in perpetuity to restrict the use as described below, of the portion herein described of that certain tract, lot, piece or parcel of land with improvements thereon ("Easement Property"), to-wit:

All those certain pieces or parcels of land, situate, lying and being in the County of James City, Virginia, known and designated as "COMMON AREA", as shown on that certain plat entitled, "PLAT OF MASON'S GRANT, BEING A SUBDIVISION OF PROPERTY OF THE MILL ASSOCIATES", dated January 7, 1993, prepared by Langley and McDonald, P.C., Engineers, Planners and Surveyors, recorded in the Clerk's Office of the Circuit Court of the City of Williamsburg and James City County, Virginia, as Document No.

The restrictions hereby imposed on the use of the Easement Property, the acts which the Grantor covenants to do or not to do and the restrictions which the Grantee is hereby entitled to enforce, shall be as follows:

1. No building or structure shall be built or maintained on the Easement Property other than such building or structure approved by the County Engineer, in writing;
2. The Easement Property shall be kept free and clear of any junk, trash, rubbish or other unsightly or offensive material;

BOOK 623 PAGE 474

3. No new signs, billboards, outdoor advertising, road or utility lines shall be placed on the property without the expressed written consent of the County Engineer;

4. The Easement Property shall remain in its natural condition with respect to natural leaf litter or other ground covering, vegetarian, understory vegetation or shrub layer, and tree canopy. The activities of Grantor within the Easement Property shall be limited to those which do not remove or damage any vegetation or disturb any soil, including, but not limited to selective trimming and pruning which will not alter the natural character of the Easement Property. Grantor may install walk trails or remove dead, diseased, poisonous or invasive vegetation with the expressed written consent of the County Engineer;

5. Grantee and its representatives may enter upon the Easement Property from time to time for inspection, to enforce the terms of this Easement and to post a sign or marked identifying Grantee's interest in the Easement Property as natural open space;

6. In the event of a violation of the Easement, the Grantee shall have the right to seek all appropriate legal and equitable relief, including, but not limited to, the right to restore the Easement Property to its natural condition and assert the cost of such restoration as a lien against the Easement Property.

Although this easement in gross will benefit the public in the way recited above, nothing herein shall be construed to convey a right to the public of access to or use of the Easement Property, and the Grantor shall retain exclusive right to such access and use,

BOOK 623 PAGE 475

subject only to the provisions herein recited.

Witness the following signatures and seals on this date first above written.

THE MILL ASSOCIATES, a Virginia general partnership

Thomas K. Norment Jr. (SEAL)
Thomas K. Norment Jr., General Partner

The form of this deed of easement is approved and, pursuant to Resolution of the Board of Supervisors of James City County, Virginia, duly executed on the 17th day of May, 1993, this conveyance is hereby accepted on behalf of said County.

5/28/93
Date

Lo P. Rogers
County Attorney

VIRGINIA: City of Williamsburg and County of James City, to Wit:
In the Clerk's office of the Circuit Court of the City of Williamsburg and County of James City the 10 day of June, 1993, This Deed of Easement was presented to me and I will certify annexed and admitted to the public records at 10:08 o'clock
Test: [Signature] Clerk

PLAT RECORDED IN
P.B. NO. 57 PAGE 64465

ROSALIE ESTATES

- 1) Conservation Easement - Yes - been recorded
- 2) As-built dwgs - not reqd on plan -
- 3) Insp BMP - needs maintenance
- 4) Charlie Glogner - ~~2578/3433~~ 229-5188

-

WATERSHED	MC	MAINTENANCE PLAN	No	CTRL STRUC DESC	CMP Riser
BMP ID NO	010	SITE AREA acre	10.04	CTRL STRUC SIZE inches	24
PLAN NO	S-56-90	LAND USE	Gen Residential	OTLT BARRL DESC	CMP Barrel
TAX PARCEL	(38-04)(21-1A)	old BMP TYP	Dry Shallow Marsh	OTLT BARRL SIZE Inch	12
PIN NO	3842100001A	JCC BMP CODE			
CONSTRUCTION DATE	1/1/1993	POINT VALUE	9	EMERG SPILLWAY	Yes
PROJECT NAME	Rosalie Estates (BMP # 1)			DESIGN HW ELEV	65.99
FACILITY LOCATION	3926 Vass Lane			PERM POOL ELEV	62.7
CITY-STATE	Williamsburg, Va. 23188	SVC DRAIN AREA acres	8	2-YR OUTFLOW cfs	2.30
CURRENT OWNER	The Mill Associates Development Co.			10-YR OUTFLOW cfs	3.90
OWNER ADDRESS	112 Maxwell Place			REC DRAWING	Yes
OWNER ADDRESS 2		SERVICE AREA DESCR	SF Lots & Roadways		
CITY-STATE-ZIP CODE	Williamsburg, Va. 23185	IMPERV AREA acres	3.02	CONSTR CERTI	No
OWNER PHONE	757-229-5188	REGV STREAM	UT to Mill Creek		
MAINT AGREEMENT	No	EXT DET-WQ-CTRL	Yes	LAST INSP DATE	12/7/2000
EMERG ACTION PLAN	No	WTR QUAL VOL acre-ft	0.213	INTERNAL RATING	4
		CHAN PROT CTRL	No	MISC/COMMENTS	
		CHAN PROT VOL acre-ft	0	Vass Meadows form Masons Grant.	
		SW/FLOOD CONTROL	Yes	Letter 07/18/01 items reqd prior to bond	
		GEOTECH REPORT	No	release.	

[Get Last BMP No](#)

[Return to Menu](#)

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAT COMPLIES WITH ALL OF THE REQUIREMENTS OF THE BOARD OF SUPERVISORS AND ORDINANCES OF THE COUNTY OF JAMES CITY, VIRGINIA, REGARDING THE PLATTING OF SUBDIVISIONS WITHIN THE COUNTY.

DATE 1/29/93 SURVEYOR Stephen A. Romeo
STEPHEN A. ROMEO, C.L.S.



TABLE	RADIUS	CENTRAL ANGLE	ARC LENGTH	TANGENT	CHORD LENGTH	CHORD BEARING
C1	439.49	05°50'18"	44.78	22.41	44.77	S16°12'12"W
C2	500.24	05°16'23"	46.04	23.04	46.02	S15°55'44"W
C3	275.00	25°54'28"	124.55	63.24	123.29	S05°36'12"W
C4	50.00	250°3'44"	218.63	---	21.65	N162°05'30"W
C5	25.00	20°3'44"	30.77	17.48	28.81	N127°54'50"E
C6	325.00	25°54'28"	146.96	74.36	145.71	N05°36'12"E
C7	450.24	05°16'23"	41.44	20.73	41.42	N115°55'44"E
C8	529.87	05°50'18"	53.99	27.02	53.97	N116°12'11"E
C9	439.49	03°54'40"	30.00	15.01	29.99	S17°10'03"W
C10	439.49	01°55'39"	44.78	7.34	44.78	S44°14'52"W
C11	275.00	00°21'16"	1.70	0.85	1.70	S45°22'48"W
C12	275.00	12°38'45"	60.09	30.47	60.57	S17°52'49"W
C13	275.00	12°54'29"	61.96	31.11	61.82	S00°53'47"E
C14	50.00	28°01'40"	24.46	12.48	24.22	S106°39'48"W
C15	50.00	72°24'20"	63.19	36.60	59.07	S56°52'52"W
C16	50.00	43°11'25"	37.69	19.79	36.81	N165°19'11"W
C17	50.00	25°29'26"	46.68	25.20	45.00	N116°58'46"W
C18	50.00	53°24'44"	46.67	25.15	44.94	N136°02'20"E
C19	325.00	10°40'39"	57.54	28.05	57.47	N102°16'43"W
C20	325.00	09°57'38"	56.50	28.32	56.43	N107°48'26"E
C21	325.00	05°48'11"	32.92	16.47	32.90	N115°39'20"E

TABLE	BEARING	DISTANCE
T1	S13°17'03"W	4.13
T2	S18°33'22"W	2.29
T3	N115°33'26"E	2.29

57 64



LOCATION MAP

CERTIFICATE OF SOURCE OF TITLE

THE PROPERTY SHOWN ON THIS PLAT WAS CONVEYED BY NICOLE LTD TO THE HILL ASSOCIATES BY DEED DATED 8/30/92 AND RECORDED IN THE OFFICE OF THE CLERK OF THE COURT OF THE COUNTY OF JAMES CITY IN DEED BOOK 447, PAGE 559

OWNER'S CERTIFICATE

THE SUBDIVISION OF LAND SHOWN ON THIS PLAT IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNERS, PROPRIETORS AND/OR TRUSTEES. DATE 1-22-93 NAME [Signature]

CERTIFICATE OF NOTARIZATION

STATE OF Virginia
COUNTY OF James City
I, (PRINT) Dianne H. McClanan, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT THE PERSONS WHOSE NAMES ARE SIGNED TO THE FOREGOING WRITING HAVE ACKNOWLEDGED THE SAME BEFORE ME IN THE COUNTY AFORESAID, GIVEN UNDER MY NAME THIS 22nd DAY OF January, 1993. MY COMMISSION EXPIRES Oct 31, 1996.
SIGNATURE Dianne H. McClanan

CERTIFICATE OF APPROVAL

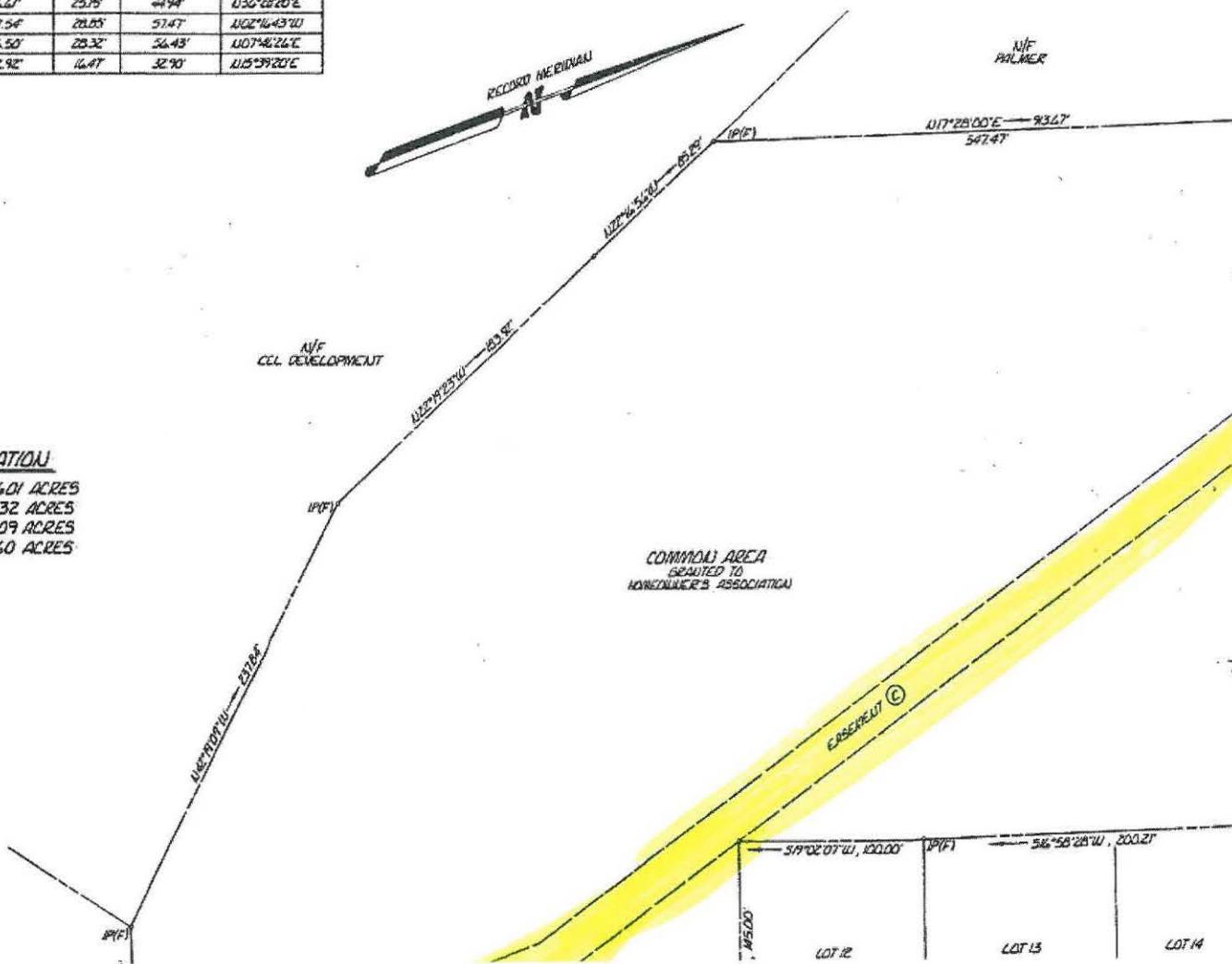
THIS SUBDIVISION IS APPROVED BY THE UNDERSIGNED IN ACCORDANCE WITH EXISTING SUBDIVISION REGULATIONS AND MAY BE ADMITTED TO RECORD.
DATE 1/29/93 [Signature]
DATE Jan 22, 1993 [Signature]
DATE June 2, 1993 [Signature]
SUBDIVISION AGENT OF JAMES CITY COUNTY

STATE OF VIRGINIA, COUNTY OF JAMES CITY
IN THE CLERK'S OFFICE OF THE CIRCUIT COURT THE PLAT SHOWN HEREON WAS PRESENTED AND ADMITTED TO RECORD THIS 10th DAY OF June, 1993 AS THE LAW DIRECTS.

CLERK: [Signature]
PLAT BOOK: 57 PAGE: 64 & 65

AREA TABULATION

TOTAL AREA = 10.1601 ACRES
AREA OF LOTS = 3.5932 ACRES
RIGHT OF WAY = 0.8709 ACRES
COMMON AREA = 5.6960 ACRES



LANDSCAPE PROTECTION ZONE (L.P.Z.)

IN AREAS DESIGNATED LANDSCAPE PROTECTION ZONE (L.P.Z.) NO TREES MAY BE CUT REGARDLESS OF SIZE AND NO PERMANENT STRUCTURES TO INCLUDE ROOFS, DECKS, PATIOS, PORCHES, GARAGES, PESTS, AND THE LIKE MAY BE ERECTED OR LOCATED WITHOUT THE PRIOR APPROVAL OF THE "HOMEDOWNER'S ASSOCIATION" OR A COMMITTEE DESIGNATED THEREBY. IT SHOULD BE NOTED THAT THE CONDITIONS TO HOMEOWNERS CONTAIN ADDITIONAL RESTRICTIONS REGARDING CLEARING, CONSTRUCTION, AND OTHER IMPROVEMENTS ON COMMON AREA AND PRIVATE PROPERTY.
 LOTS 1-16 & COMMON AREA SUBJECT TO COVENANTS AND RESTRICTIONS RECORDED SIMULTANEOUSLY WITH THIS PLAT.

