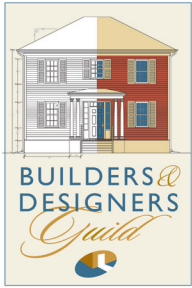


# Design Services Program

## TYPICAL RESTRICTIVE COVENANTS (COPY FOR BUILDER)

The Seller has determined, in the exercise of discretion legislatively delegated to it, that in order to carry out the objectives of its \_\_\_\_\_ Redevelopment (or Conservation) Project, to prevent recurrence of blight, and to set a prevailing standard in esthetics, public policy is best served by the imposition of conditions and restrictions upon the use, maintenance and improvement of property which is intended for redevelopment or conservation by private enterprise. To that end, it is hereby specified that, as a part of the consideration for this sale, the subject property is to be conveyed expressly subject to the following covenants, restrictions, limitations and conditions, which are to be imposed as covenants running with and binding upon the land:

- a. The subject property shall be used only for residential purposes as the site of one (1) single-family, detached residential dwelling unit.
- b. There shall not be effected or executed any agreement, lease, covenant, conveyance or other instrument whereby the sale, lease or occupancy of the subject property is restricted upon the basis of race, creed, color, religion, sex, national origin, disability or familial status.
- c. The Buyer will comply with all State and local laws, in effect from time to time, prohibiting discrimination or segregation by reason of race, creed, color, religion, sex, national origin, disability or familial status in the sale, lease, or occupancy of the subject property.
- d. The Buyer agrees on behalf of itself, its successors and assigns, not to discriminate upon the basis of race, creed, color, religion, sex, national origin, disability or familial status in the sale, lease, rental, use or occupancy of the property herein described or any improvements thereon. This covenant being given for the benefit of the public, the United States is expressly recognized as a beneficiary thereof and is entitled to enforce it for its own benefit or that of the public.
- e. Unless prevented by Act of God or war, or some other unforeseen cause wholly beyond control, within thirty (30) days after settlement there shall be begun, and within six (6) months after settlement there shall be completed on the property one (1) detached, single-family dwelling unit with landscaping, parking and appropriate landscape buffering.
- f. No sign or fence shall be permitted on or within the perimeter of the property without first obtaining the written permission of the Seller and Seller's approval of the size and design of the sign and/or fence.
- g. Coal shall not be used for heating or developing fuel or for any other operation on the subject land.
- h. The land area not occupied by structures, hard-surfacing or vehicular driveways, shall be kept planted with grass, trees and plants or shrubbery and maintained in a healthy condition and neat appearance. Upon default in such planting or in its maintenance, the Buyer, its successors and assigns, agree that the necessary planting and work may be done by the Seller at the expense of the Buyer, its successors and assigns, from time to time and in keeping with this covenant.



# Design Services Program

## TYPICAL RESTRICTIVE COVENANTS (COPY FOR BUILDER) *CONT.*

- i. Parking areas, driveways and other vehicular accessways will be hard-surfaced with material of concrete, bituminous or similar composition.
- j. The Buyer agrees, on behalf of itself, its successors and assigns, that the improvements and their appurtenant premises will be maintained in a sound condition and neat appearance. Necessary repairs, maintenance and upkeep will be performed so as to preserve the attractive appearance, the physical integrity and the sanitary and safe condition of the buildings. Upon default in such repairs, maintenance or upkeep, the Buyer, its successors and assigns, agree that the necessary repairs, maintenance and upkeep may be done by the Seller at the expense of the Buyer, its successors and assigns, from time to time and in keeping with this covenant.
- k. Gas, electric and other utility services shall be underground to the buildings from the main distribution. No utility line or connection to any utility line at or above ground level shall be permitted.
- l. Any service area, facility or equipment located on that side of a building or building site which is adjacent to a public right-of-way is to be enclosed or otherwise screened from view.
- m. Provision for off-street parking space for motor vehicles shall be in accordance with the zoning ordinances of the City of Norfolk in effect at the time of issuing building permits.
- n. No improvements or structures, whether temporary or permanent in nature, shall be constructed, commenced or erected on the property unless and until the plans, working drawings, specifications and materials therefor have been approved in writing by the Seller.
- o. No live tree with a diameter in excess of four (4) inches, as measured twelve inches above ground level, and no trees in excess of three (3) inches in diameter, similarly measured, which are generally known as flowering trees (such as dogwood or crepe myrtle) or as broadleaf evergreens, may be cut down or removed from the subject Property without the prior written approval of the Seller.
- p. Covenants a, e, f, g, h, i, j, k, l, m and n above shall expire forty (40) years after the date of the deed of conveyance.