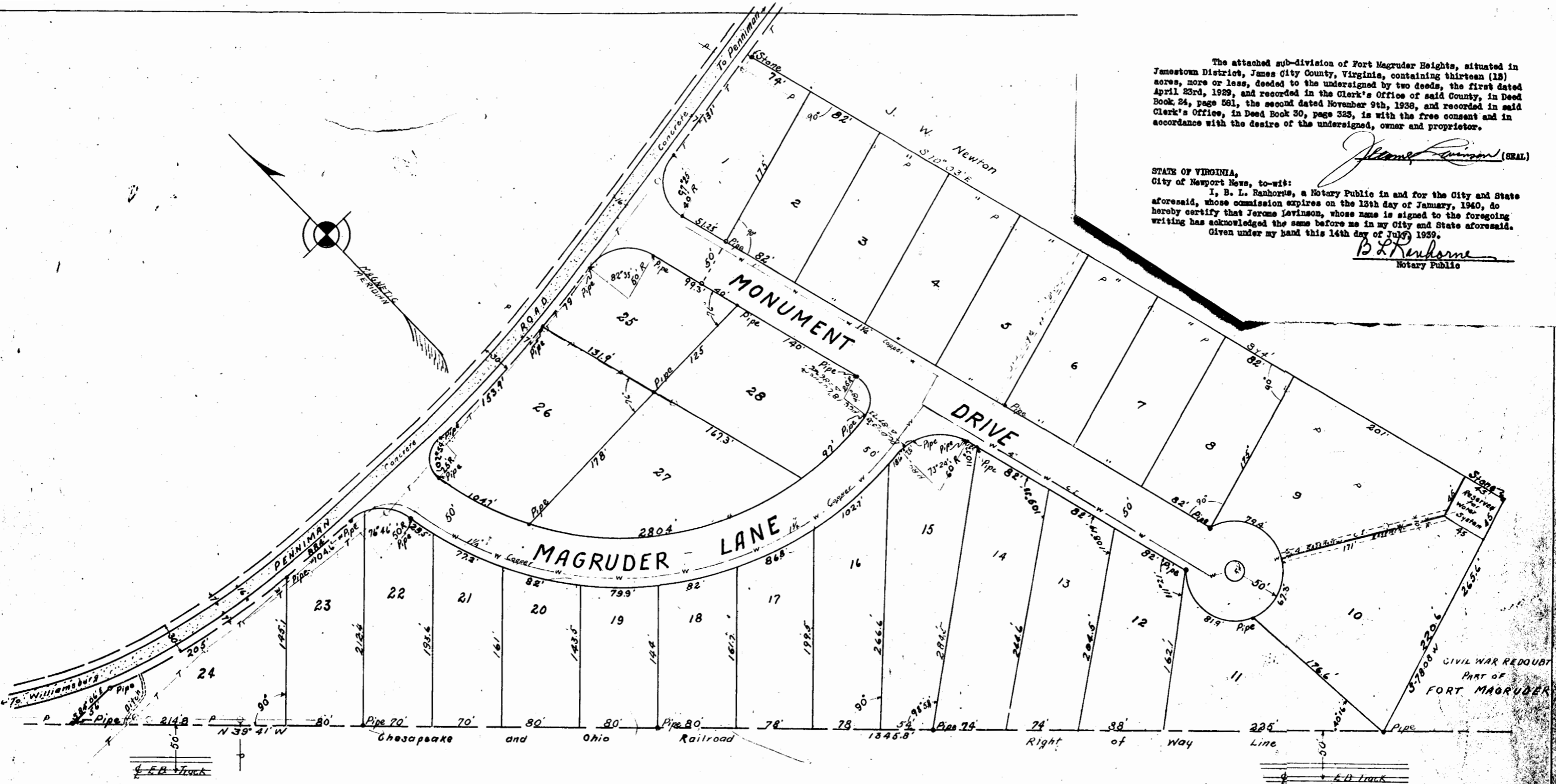


The attached sub-division of Fort Magruder Heights, situated in Jamestown District, James City County, Virginia, containing thirteen (13) acres, more or less, deeded to the undersigned by two deeds, the first dated April 23rd, 1929, and recorded in the Clerk's Office of said County, in Deed Book 24, page 581, the second dated November 9th, 1938, and recorded in said Clerk's Office, in Deed Book 30, page 383, is with the free consent and in accordance with the desire of the undersigned, owner and proprietor.

STATE OF VIRGINIA,
City of Newport News, to-wit:
I, B. L. Ranborth, a Notary Public in and for the City and State aforesaid, whose commission expires on the 13th day of January, 1940, do hereby certify that Jerome Levinson, whose name is signed to the foregoing writing has acknowledged the same before me in my City and State aforesaid.
Given under my hand this 14th day of July, 1939.

B. L. Ranborth
Notary Public



Recorded July 14, 1939
D B 31, Page 119.
Va. Blanchard
Clerk

FORT MAGRUDER HEIGHTS
WILLIAMSBURG, VA.

SCALE 1" = 60 FT. NOVEMBER 1938
JEROME LEVINSON, OWNER

B. L. Ranborth
CERTIFIED LAND SURVEYOR

—LEGEND—
Water Lines — w — w —
Power Lines — p — p —
Telephone Lines — t — t —
Note: 'A' measurements on curves, are on chords
100' or less

Restrictions, Etc., Fort Magruder Heights

1. All streets, roads and lanes shown on the attached plat are hereby dedicated to the public use, and as well the circular plot on which lots 9, 10 and 11 front.
2. A perpetual easement and right of way is reserved to the developer and his assigns under, over and along said streets, roads and lanes for the installation and maintenance of water, gas and other public utilities, and all pipes, cables, etc., used in connection therewith, with the right of egress and ingress upon any lot for the purpose of installing and maintaining service to the properties.
3. A perpetual easement and right of way is reserved to the developer and his assigns over, under and along all lots, as shown and for the purposes shown on the attached plat; and in addition thereto perpetual easement and right of way is reserved sufficient to conform to those certain easements heretofore granted to the Virginia Electric & Power Company, (deed of record in the Clerk's Office for the Circuit Court of Williamsburg and James City County, in Deed Book 50, page 428), to which reference is here made, and to the Chesapeake Telephone & Telegraph Company by deed of record in said Clerk's Office in Deed Book 7, page 489, to which reference is here made.
4. All lots shall be residential lots and no structure shall be erected thereon costing less than \$2,500.00, nor other than a detached single family dwelling and a one or two car garage. Such dwelling shall be either a bungalow covering not less than 700 square feet ground area or a one and a half or two story house covering not less than 500 square feet ground area. On the rear quarter of the lot may be erected a one story detached or tool house of not over 200 square feet ground area.
5. No structure or part thereof except open and unenclosed porches shall be erected on any lot less than 35 feet from the front property line, except on lots 9, 11, 23 and 24, they to be not less than 25 feet and lot 15, there to be not less than 55 feet. No structure shall be lower than 10 feet from the side lot lines, except a garage located on the rear half of the lot.
6. No building shall be erected on any lot, lots or part lots having an area of less than 8,000 square feet or a frontage of less than 60 feet.
7. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.
8. No lot or building shall be owned or occupied by others than those of the white race except the domestic servants of a resident.
9. No noxious or offensive trades 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.
10. No structure shall be erected or moved onto any lot unless it conforms to and be in harmony with existing structures in the tract.
11. These covenants and restrictions are to run with the land and shall be binding on all the parties owning lots within the tract, and all persons claiming under them until January 1st, 1964, at which time said covenants and restrictions shall terminate.
12. All covenants, conditions, agreements and restrictions herein shall inure to the benefit of and be enforceable by the owner of any lot shown on the attached plat, their respective heirs, successors and assigns, and failure by any land owner to enforce any restriction shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto.
13. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

