

DOC 12-43 PAGE 253

THIS DECLARATION OF COVENANTS AND RESTRICTIONS made this 10th day of March, 1977, by ROXSHIRE LAND INVESTMENT ASSOCIATES, a Virginia limited partnership,

W I T N E S S E T H:

WHEREAS, the undersigned, ROXSHIRE LAND INVESTMENT ASSOCIATES, a Virginia limited partnership, hereinafter sometimes called "Declarant", is the record owner of all of the 32 lots (the "Lots") set out on the plat entitled "Roxshire, Section 1, Midlothian District, Chesterfield County, Virginia," dated September 10, 1976, prepared by Lewis & Owens, Incorporated, Engineers and Surveyors, Richmond, Virginia, and recorded on March 4, 1977 in the Clerk's Office, Circuit Court, Chesterfield County, Virginia in Plat Book 28, page 33 (hereinafter sometimes called the "Plat");

WHEREAS, the Declarant intends to develop the Lots according to a common plan or scheme of development and it is the purpose of this declaration to declare and make known the covenants and restrictions to which the Lots may be subject;

NOW, THEREFORE, the Declarant does hereby declare and make known that the Lots are held by and subject to the covenants, easements, rights-of-way, restrictions, conditions and limitations below which shall run with the land and which shall be binding on the Declarant and all persons, firms, and corporations claiming under it until March 1, 2007, after which time such covenants shall be extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the Lots has been recorded, agreeing to change such covenants in whole or in part:

1. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot except for use as a private one-family residence; provided, however, that private garages and other accessory buildings incidental to residential use shall be permitted.

2. No improvements, including residences or garages, or accessory buildings, shall be erected on any Lot except in accordance with plans and specifications for the construction thereof, including the location of building site, approved in writing by the Declarant, or its successors or assigns. No additions, such as carports, porches, radio towers or antennas, or any substantial architectural changes to any dwelling or accessory building, shall be erected on any Lot unless such addition or change has been approved in writing by the Declarant, or its successors or assigns.

3. No houses shall be located on any Lot nearer to the front lot line than 60 feet, or nearer to any side lot line than 20 feet, or nearer to the rear lot line than 30 feet, except that no side or rear yard shall be required for a garage or other permitted accessory building located 35 feet or more from the minimum front building setback line.

4. No dwelling shall be erected or placed on any Lot having a width of less than 120 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot of less than 20,000 square feet in area nor shall any such dwelling contain less than 2,000 square feet of floor area (exclusive of porches and garages). All Lots shall have curb and gutter along any street or streets on which they abut.

5. Any improvement constructed on any Lot shall be located to conform with all requirements of law and applicable County and other governmental ordinances and regulations as

BOOK 1243 PAGE 255

then in effect. Any improvement located in conformity with a variance or modification of such County ordinances and regulations specifically granted by authorized County officials shall not be a violation of this covenant.

6. No fence shall be erected on any portion of any Lot except in accordance with plans and specifications for construction thereof approved in writing by the Declarant, or its successors and assigns, and filed in its office, provided, however, that the Declarant agrees to exercise its discretion in a reasonable manner in considering requests for construction of fences and hereby sets forth the general standards to be used in considering requests therefor:

A. No fence shall be permitted between building set-back line and street line.

B. No fence or hedge shall be generally permitted higher than 42 inches, except that approval may be granted by the Declarant, or its successors and assigns, for a higher fence or hedge in special circumstances.

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

8. No noxious or offensive trade shall be carried on upon any Lot, nor shall anything be done thereon that may be or become an annoyance or nuisance to the neighborhood.

9. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or

BOOK 1243 PAGE 256

other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose.

10. No driveway or entrance way shall be constructed on any Lot except in accordance with plans and specifications for location thereof approved in writing by the Declarant or its successors or assigns.

11. No swimming pool shall be located nearer to any street line than the building setback line.

12. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

13. The Declarant reserves unto itself, and to its successors and assigns, in fee simple, all streets, roads, easements and rights-of-way as shown on the Plat of such property and the exclusive right and privilege to use such streets, roads, easements and rights-of-way for gas, water, sewer pipes, electric lines, telephone and telegraph lines, and such other reasonable uses as the Declarant may see fit, without compensation to any subsequent owner of any Lot or any portion thereof.

14. Any grantee or grantees of any Lot, or any portion thereof, by accepting a deed thereto, thereby approve the covenants, restrictions, conditions and limitations herein contained and agree and bind themselves, their heirs, personal representatives and assigns to keep and observe all of the said covenants, restrictions, conditions and limitations for so long as this Declaration shall be in effect.

15. Enforcement of the foregoing shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any one or more covenants either to restrain violation or to recover damages.

BOOK 1243 PAGE 257

16. Invalidation of any one or more of these covenants by a judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

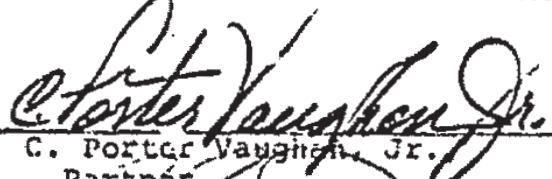
17. The term "successors and assigns" as used herein with reference to the Declarant shall mean the party or parties to whom the Declarant, by written instrument duly recorded, may hereafter transfer and assign its rights hereunder to grant approvals or waive compliance with any of the foregoing covenants.

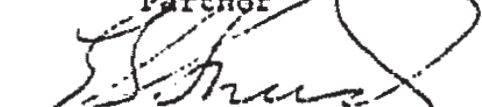
18. The Declarant, or its successors and assigns, shall have the right to waive any one or more of these covenants as to any one or more of the Lots, and such waiver shall be in writing and binding upon the owners of all of the Lots.

19. The purchaser of each Lot and the builder of the building thereon shall be responsible for providing proper surface drainage on the Lot, and in so doing, shall not impair drainage capabilities of adjacent sites or damage the same.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be signed in its name and on its behalf by C. Porter Vaughan, Jr. and E. S. Sneed, two of its General Partners, thereunto duly authorized.

ROXSHIRE LAND INVESTMENT ASSOCIATES


 C. Porter Vaughan, Jr.
 Partner


 E. S. Sneed, Partner

STATE OF VIRGINIA

CITY OF RICHMOND, to-wit:

The foregoing instrument was acknowledged before me this 18 day of March, 1977, by C. Porter Vaughan, Jr. and E. S. Sneed, partners on behalf of Roxshire Land Investment Associates, a Virginia limited partnership.

My commission expires: Jan 12 1980

Margaret W. Marshall
Notary Public

VIRGINIA:

In the Clerk's Office of the Circuit Court of Chesterfield County, the 25 day of March, 1977, this Deed was presented and with the certificate _____, admitted to record at 9:09 o'clock P.M.

Teste:

Louis H. [Signature] Clerk