

Filed to: Thomas Winston
2-12-88

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BOOK 1927 PAGE 1823

THIS DECLARATION OF RESTRICTIONS made this 5th day of February, 1988 by P & L Company, a Virginia general partnership (the Declarant), recites and provides:

RECITALS:

The Declarant, with its principal office in Henrico County, Virginia, is the owner of a portion of certain property (the Property) situated in Midlothian Magisterial District of Chesterfield County, Virginia, and shown on the subdivision plat (the Plat) entitled "Roxshire, Section 10", prepared by Landmark Surveyors, Certified Land Surveyors, for Jordan Consulting Engineers, P. C., dated December 4, 1987, a copy of which was recorded in Plat Book 60, pages 14, 15 and 16, in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia on January 14, 1988.

The Declarant intends to develop the Property into residential buildings lots (the Lots) in accordance with the common plan of development shown on the Plat. Therefore, the Declarant now desires, and it is the purpose of this Declaration to declare and make known, the covenants and restrictions to which the Property shall be subject:

DECLARATION:

NOW, THEREFORE, the Declarant does hereby declare and make known that the portions of the Property owned by Declarant on the date hereof are held by and subject to the covenants, easements, rights-of-way, restrictions, conditions and limitations set forth below which shall run with the land and which shall be binding on the Declarant and all persons, firms, and corporations claiming under them until they shall expire:

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 single-family residence; provided, however, that private garages and other accessory buildings incidental to residential use shall be permitted.

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

3. No improvements shall be located on any Lot closer to the front, rear or side lot line than the building set-back for that Lot, as depicted on the recorded subdivision Plat. Except as indicated in this section, the yard requirements for permitted use shall apply to the accessory buildings.

A. One story detached accessory buildings shall observe a side yard set-back not less than one-half (½) the required side yard for permitted use, (10'); the front yard set back of the lesser of one half (½) of the depth of the lot or 80', and a rear yard set-back of not less than 10'; except that an accessory building located on a corner lot shall observe a corner side yard set-back no less than the required front yard set-back for a permitted use.

B. If a detached accessory building has more than one story, it shall observe an interior side yard not less than the side yard required of the permitted use, a rear yard set-back of not less than one half (½) the required rear yard for a permitted use, a corner side yard set-back of no less than the front yard required for a permitted use, and front yard set-back the lesser of half (½) of an average depth of the lot or 80'.

C. In no case, shall a detached accessory building cover more than 20% of the required rear yard.

D. Carports attached to single family dwellings shall observe interior side yard set-back not less than one half (½) the required yard (total 10') in that district.

E. In no case can the total area of a house plus accessory buildings be greater than 20% of the area of the Lot.

4. No dwelling shall be erected or placed on any Lot having a width of less than 120 feet at the minimum building set-back line, nor shall any dwelling be erected or placed on any Lot containing fewer than 20,000 square feet in area nor shall any such dwelling contain fewer than 2,000 square feet of floor area (exclusive of porches and garages).

5. Any improvement constructed on any Lot shall conform with all requirements of law and applicable County and other governmental ordinances and regulations as then in effect. Any improvement located in conformity with a variance from or modification to such County ordinances and regulations specifically granted by authorized County officials shall not be a violation of the terms of this paragraph.

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, its successors or assigns; provided, however, that the Declarant agrees to be reasonable in considering requests for construction of fences and hereby sets forth the general standards to be used in considering requests therefore:

(a) No fence shall be permitted between the building set-back line and the street line.

(b) No fence or hedge that is higher than 42 inches shall be permitted, except that approval may be granted by the Declarant, its successors or 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 Lot during the construction and sales periods.

8. No noxious or offensive trade 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.

9. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats and other household pets may be kept, bred or maintained for any commercial purpose.

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

11. No swimming pool shall be located closer to any street line than the applicable building set-back 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. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. No rubbish, trash, garbage, discarded Christmas trees or other waste shall be kept on any Lot except in sanitary containers; nor shall any current unlicensed motor vehicle or junk motor vehicle be stored on any Lot.

14. The Declarant reserves unto itself, its successors or assigns, in fee simple, all streets, easements and rights-of-way of said property and the exclusive right and privilege to use such streets, easements and rights-of-way for gas, water, sewer pipes, electric lights, telephone and telegraph lines, and such other reasonable uses as the Declarant may see fit, without compensation to any subsequent owner of such property or any portion thereof. The placing of television satellite dishes is prohibited.

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

16. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time such covenants shall be automatically extended for successive periods of ten years unless an instrument signed by persons collectively owning more than 50% of the Lots has been recorded, agreeing to modify this Declaration.

17. Enforcement of the provisions of this Declaration against any person or persons violating or attempting to violate such provision of this Declaration shall be by proceedings at law or in equity, either to restrain such violation or to recover damages or both including reasonable attorneys' fees.

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

19. The Declarant, or its successors or assigns, shall have the right to waive any one or more of these covenants as to any one or more of the Lots. Each such waiver shall (a) be in writing and binding upon the owners of all of the Lots and (b) not have any precedential effect with respect to the Lots that are not subject of such waiver.

20. The purchaser of each Lot and the person or entity constructing the improvements 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 Declaration to be executed in its name and on its behalf by its duly authorized representative.

P & L COMPANY

BY: Leroy B. Vaughan
General Partner

COMMONWEALTH OF VIRGINIA

County of Henrico, to-wit:

The foregoing instrument was acknowledged before me in the County of Henrico, Virginia, this 5th day of February, 1988, by Leroy B. Vaughan, as General Partner of P & L Company, a Virginia general partnership, on behalf of the partnership.

My commission expires: 6-15-90

Martin H. Ford
NOTARY PUBLIC

VIRGINIA:
IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF CHESTERFIELD COUNTY, THE 11 DAY OF FEB 1988, THIS DEED WAS PRESENTED AND WITH THE CERTIFICATE.....ADMITTED TO RECORD AT 9:54 O'CLOCK. THE TAX IMPOSED BY SECTION 58.1-802 IN THE AMOUNT OF \$.00 HAS BEEN PAID.

TESTE: RONALD P. LIVINGSTON, CLERK