

ROXSHIRE (ACREAGE)

1064-83

Imposed by instrument recorded November 13, 1972, in Deed Book 1064, page 33, in the Clerk's Office, Circuit Court of Chesterfield County, Virginia.

DECLARATION OF RESTRICTIONS made this 10th day of November, 1972, by BON AIR LAND CORP., a Virginia corporation;

W I T N E S S E T H:

WHEREAS, Bon Air Land Corp., a Virginia corporation, with its principal office in Richmond, Virginia, is the owner of certain property situated in Midlothian Magisterial District, Chesterfield County, Virginia, containing 93.69 acres, more or less, as shown on a "Map of 93.69 acres of land situated on Route 728 south of Old River Road" by Kenneth L. Barton, Certified Land Surveyor, dated February 15, 1965, a copy of which map is attached hereto and by this reference made a part hereof; and

WHEREAS, Bon Air Land Corp. intends to develop said property in accordance with a common plan or scheme of development; and

WHEREAS, Bon Air Land Corp. now desires, and it is the purpose of this Declaration to declare and make known, the covenants and restrictions to which the foregoing property shall be subject;

NOW, THEREFORE, Bon Air Land Corp. does hereby declare and make known that the hereinabove described property is 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 Bon Air Land Corp. 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 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 location site, approved in writing by Bon Air Land Corp., its successors or assigns, and filed in its office. No additions, such as carports, porches, radio towers or antennas, or any substantial architectural changes to any dwelling or accessory buildings, shall be erected on any lot unless such additional change has been approved in writing by Bon Air Land Corp., 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 any one (1) story dwelling contain less than 2,000 square feet of floor area (exclusive of porches and garages) nor any dwelling of more than one story contain less than 2,500 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.

1064-37

5. Any improvements constructed on any lot shall be located to 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 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 Bon Air Land Corp., its successors and assigns, and filed in its office, provided, however, that Bon Air Land Corp. agrees to be reasonable 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 setback line and street line.

B. No fence or hedge shall be generally permitted higher than 42 inches, except that approval may be granted by Bon Air Land Corp., 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 or sub-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 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, or 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 Bon Air Land Corp., 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. Bon Air Land Corp., reserves unto itself, its successors or assigns, all streets, easements and rights-of-way of said property

14. Any grantee or grantees of the aforesaid property, or any portion thereof, by accepting a deed thereto, thereby approve the covenants, restrictions, 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. 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 said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

16. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

17. Invalidation of any 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.

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1243-248

AMENDMENT OF DECLARATION OF RESTRICTIONS, ASSIGNMENT OF APPROVAL RIGHTS AND RELEASE OF RESIDUAL INTERESTS, recorded March 25, 1977, in Deed Book 1243, page 248, in the Clerk's Office, Circuit Court of Chesterfield County, Virginia.

THIS AMENDMENT, ASSIGNMENT AND RELEASE, made as of this 10 day of August, 1976, by and between ROXSHIRE LAND INVESTMENT ASSOCIATES, a Virginia partnership, and BON AIR LAND CORP., a Virginia corporation, provides:

Recitals:

1. By Declaration of Restrictions dated November 10, 1972, recorded November 13, 1972, in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, in Deed Book 1064, page 33 (the "Declaration"), Bon Air Land Corp., a Virginia corporation ("Bon Air"), subjected certain real property to which it held title, located in Midlothian Magisterial District, Chesterfield County, Virginia, more particularly described in Exhibit A, attached hereto and made a part hereof (the "Property"), to certain covenants, easements, restrictions, conditions and limitations, reference being hereby made to the Declaration for a more particular description of the contents thereof. Bon Air subjected the Property to the Declaration solely to benefit the present and future owners and residents of the Property; the Declaration was not intended to benefit any land other than the Property.

2. By Deed dated October 1, 1973, recorded October 5, 1973, in the aforementioned Clerk's Office in Deed Book 1097, at page 598, Bon Air conveyed the Property to J. J. Jewett, as trustee under an unrecorded trust agreement, dated October 1, 1973, (the "Trust Agreement").

3. By instrument dated May 1, 1974, recorded September 11, 1974, in the aforementioned Clerk's Office in Deed Book 1130, at page 753, C. Porter Vaughan was substituted as trustee (the "Substitute Trustee") under the Trust Agreement.

4. By deed dated October 1, 1975, recorded October 3, 1975, in the aforementioned Clerk's Office in Deed Book 1170, at page 824, the Substitute Trustee conveyed the Property to Roxshire Land Investment Associates, a Virginia partnership ("Roxshire").

(continued on next page)

1243-249

NOW, THEREFORE, Roxshire does hereby amend Section 4 of the Declaration to read as follows:

"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."

ASSIGNMENT:

Bon Air does hereby assign to Roxshire all and any rights of review and approval originally retained by Bon Air under the Declaration, including, without limitation, a) the right to approve plans, specifications, location sites, additions and architectural changes, created in Section 2 of the Declaration, b) the right to approve plans and specifications for the construction of fences, created in Section 6 of the Declaration, and c) the right to approve plans and specifications for the construction of driveways and entrances, created in Section 10 of the Declaration.

CONVEYANCE:

Bon Air hereby grants, conveys and releases unto Roxshire any and all right, title and interest, of any character whatsoever which it may have retained in and to the Property, including without limitation, any right and interest reserved in streets, easements, and rights-of-way of the Property and any right and privilege, exclusive or otherwise, to use the streets, easements, and rights-of-way for gas, water, sewer pipes, electric lights, telephone and telegraph lines and other reasonable uses.

EXHIBIT A:

ALL that certain tract or parcel of land, lying and being in Midlothian District, Chesterfield County, Virginia, formerly known as the Barker and Branch Tract, and later known as the Bingley Tract and containing 93.69 acres, the metes and bounds of which are set forth on a certain plat of survey made by Kenneth L. Barton, Certified Land Surveyor, Richmond, Virginia, dated February 15, 1965, together with all the rights, privileges and appurtenances thereto belonging, and in particular the mineral rights and all mining properties and fixtures of every kind now on said property.

BEING the same real estate conveyed to J. J. Jewett, Trustee under agreement dated October 1, 1973 by deed dated October 1, 1973 and recorded October 3, 1973, from Bon Air Land Corporation, a Virginia corporation, and recorded in the Clerk's Office, Circuit Court, Chesterfield County, Virginia in Deed Book 1097, page 598.
