

MAILED TO:

V. Cassel Adamson, Jr., Atty.  
100 E. Main St.  
Richmond, Va. 23219  
3-4-76, 1HV, Clerk

REC-1198 MAR 21 1976

THIS DECLARATION OF RESTRICTIONS, made this 25<sup>th</sup> day of February, 1976, by V. CASSEL ADAMSON, JR. and PEARL R. ADAMSON, his wife; STEPHEN P. ADAMSON and FRANCES S. ADAMSON, his wife; GOOCHLAND INVESTMENTS, INC., a Virginia corporation; POWDERHAM ASSOCIATES NO. I, a Virginia limited partnership; and POWDERHAM ASSOCIATES NO. II, a Virginia limited partnership, (herein called the Owners);

W I T N E S S E T H

WHEREAS, Owners have certain real property lying and being in Chesterfield County, Virginia, generally known as Powderham, Section A as shown on a plat of survey prepared by J. K. Timmons & Associates, dated November 26, 1975, recorded January 28, 1976 in the Clerk's Office, Circuit Court, Chesterfield County, Virginia in Plat Book 25, pages 68 and 69 (herein called Lots); and

WHEREAS, Owners wish to impose certain restrictions on the use of Powderham, Section A, which restrictions shall run with the land and be binding for a period of 25 years from the date hereof unless modified or vacated as provided herein.

That for and in consideration of the benefits to accrue, Owners hereby impose the following restrictions upon Powderham, Section A, for a period of 25 years from the date hereof which shall be binding upon Owners, their heirs, assigns or successors in title unless modified or vacated as provided herein:

1. No lot shall be used except for residential purpose. Only one residence may be constructed on each platted lot as recorded. Outbuildings not inconsistent with residential use may be erected upon approval in writing as provided in paragraph "2" herein.

2. No building, structure, outbuilding, fence or wall shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the same have been filed with and approved by the architectural control committee as to quality of workmanship and materials, harmony of exterior design with existing structures and landscaping.

and as to location with respect to topography, set back lines and finish grade elevation. Approval shall be as provided in paragraphs "3" and "4".

3. The architectural control committee is composed of the following two (2) persons: V. Cassel Adamson, Jr. and Stephen P. Adamson.

Either of the committee may designate a representative to act for them. In the event of death or resignation of either member of the committee, the remaining member shall have full authority to designate a successor. Neither the members of the committee, nor their designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then recorded owners of eighty per cent (80%) of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

4. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or their designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to them, or in any event, if no suit to enjoin the construction or alteration has been commenced prior to the completion of said construction or alteration, after notice in writing of said construction has been received by said committee, or either member thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

5. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than six (6) 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.

6. No trailer, tent, shack, garage, barn or other outbuilding erected on any lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence; provided, however, this clause shall not be construed to prevent servants quarters being installed over a detached garage or other outbuilding.

6A. No trailer, truck or recreational vehicle having a height of five (5) feet or more shall be parked over twelve (12) hours in any one week on any lot or driveway so as to be visible from the street.

7. No live cattle, hogs or goats shall be allowed on any lot, nor shall any noxious or offensive trade or activity be carried on thereon, nor shall anything be done thereon which shall be or become an annoyance or nuisance to a good residential neighborhood.

8. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition in rear yards only.

9. No individual sewerage-disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of state and local public health authority. Approval of such systems as installed shall be obtained from such authority.

10. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on recorded plats.

11. Owners reserve to themselves, their successors, or assigns, the right to construct or permit construction of, operate and maintain other facilities, such as churches, schools, and Powderham community recreational areas, on other property owned by them in Midlothian District, Chesterfield County, Virginia, not included in the plats referred to in the first paragraph hereof, provided such other facilities be approved by the planning commission of Chesterfield County, Virginia; and provided further that such other facilities are not inconsistent with the development of a high type residential community upon the remaining land included in the Powderham Tract; and any person acquiring any interest in Powderham, Section A shall by acceptance thereof be deemed to have consented thereto.

12. The owners reserve the right to waive in writing the violation of any building line required or set out on the recorded plats of Powderham, Section A.

13A. Any stable constructed on any lot or parcel of land must first be approved as to its size, design and location by the Architectural Control Committee.

13B. No horse or pony shall be stabled or pastured on any

lot or parcel of land unless the said lot or parcel contains a minimum of three acres.


14. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. If no such proceedings be instituted within sixty (60) days of any such violation, then it shall be conclusively presumed in any legal proceedings that the violation or attempted violation has been waived by all parties owning or having any interest in lots in said Section A whether or not such parties have actual notice of said violation or attempted violation.

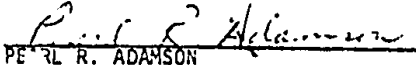
15. Invalidation of any of these covenants by judgment or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

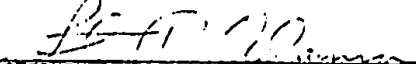
16. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for an additional period of ten (10) years unless an 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.

17. With the concurrence of the owners of two-thirds (2/3rds) of the platted lots of all sections of Powderham Subdivision, Owners reserve the right to add to, eliminate or modify the above restrictions in whole or in part by an instrument duly signed by owners or their successors or assigns constituting at least two-thirds (2/3rds) of said platted lots and recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia.

WITNESS the following signatures and seals.

 (SEAL)  
V. CASSELE ADAMSON, JR.

 (SEAL)  
PEARL R. ADAMSON

 (SEAL)  
STEPHEN P. ADAMSON

Frances S. Adamson (SEAL)  
FRANCES S. ADAMSON

GOOCHLAND INVESTMENTS, INC.

By V. Casse Adamson, Jr.  
V. CASSEL ADAMSON, JR., Vice President

POWDERHAM ASSOCIATES NO. I

By V. Casse Adamson, Jr.  
V. CASSEL ADAMSON, JR., General Partner

POWDERHAM ASSOCIATES NO. II

By V. Casse Adamson, Jr.  
V. CASSEL ADAMSON, JR., General Partner

ATTEST:  
R. Carole Tarr  
R. CAROLE TARR, Secretary

STATE OF VIRGINIA,

CITY OF RICHMOND, to-wit:

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of February, 1976, by V. CASSEL ADAMSON, JR., PEARL R. ADAMSON, STEPHEN P. ADAMSON, FRANCES S. ADAMSON and V. CASSEL ADAMSON, JR., as General Partner of Powderham Associates Nos. I and II.

My commission expires: 11-14-76

R. Carole Tarr  
Notary Public

I was Commissioned as  
R. Carole Tarr

STATE OF VIRGINIA,

CITY OF RICHMOND, to-wit:

I, the undersigned, a Notary Public in and for the City aforesaid, in the State of Virginia, do hereby certify that V. CASSEL ADAMSON, JR. whose name as Vice President of GOOCHLAND INVESTMENTS, INC., is signed to the foregoing instrument bearing date on February 25, 1976, in the name and on behalf of GOOCHLAND INVESTMENTS, INC., acknowledged the said writing as the act and deed of the said corporation and made oath that he is Vice President of said corporation, and that the seal hereunto affixed is the true corporate seal of the said corporation and that it has been thereto affixed by due authority.

Given under my hand this 25<sup>th</sup> day of February, 1976.

My commission expires: November 5, 1979

Commissioned as  
VIRGINIA ROBIN W. GORDON Robin W. Gordon  
Notary Public

In the Clerk's Office of the Circuit Court of the City of Richmond, the 26 day of Feb, 1976, the said instrument was presented and with the certificate was admitted to record on 10/20/76 at P.M.

Teste:

Louis H. [Signature] Clerk