

Mailed to:
Adamson and Adamson
100 East Street
Richmond, Virginia
3-6-81 LHV clk

BOOK 1526 PAGE 617

THIS DECLARATION OF RESTRICTIONS, made this 3rd day of January, 1981, by V. CASSEL ADAMSON, JR., and PEARL R. ADAMSON, his wife; FRANCES S. ADAMSON, widow; 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 C as shown on a plat of survey prepared by J. K. Timmons & Associates, dated November 4, 1980, recorded January 30, 1981, in the Clerk's Office, Circuit Court, Chesterfield County, Virginia in Plat Book 38, pages 15 and 16 (herein called Lots); and

WHEREAS, Owners wish to impose certain restrictions on the use of Powderham, Section C, 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 C, for a period of 25 years from the date hereof unless modified or vacated as provided herein:

1. No lot shall be used except for residential purposes. 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 proposed building plans, specifications, exterior color or finish, landscape plan, plot plans (showing the proposed location of such building or structure, drives, parking areas and existing buildings on adjacent lots) have been filed with and approved in writing by the Architectural Control Committee as to quality of workmanship and materials, harmony of exterior design with existing structures, and as to location with respect to topography and finish grade elevation. Refusal of approval of plans, location, or specifications may be based by the Architectural Control Committee upon any ground, including aesthetic considerations, which in the sole discretion of the Committee shall seem sufficient. One copy of all plans and related data shall be furnished the Committee for its records. The living area of the main structure, exclusive of one-story open porches and garage erected on any parcel or lot shall not be less than 2,000 square feet. Approval shall be as provided in Paragraphs "3" and "4".

3. The Architectural Control Committee is composed of the following 3 persons: V. Cassel Adamson, Jr. and Pearl R. Adamson and Frances S. Adamson. These three members may appoint an additional member to the Committee.

A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its 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 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 its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction or alteration has been commenced prior to the completion of said construction has been received by said Committee, or any 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 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 outbuildings 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 or prevent servants quarters being installed over a detached garage or other outbuilding.

6A. No trailer having a height of five feet or more shall be parked over 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 any 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. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on recorded plats.

10. The developers of Powderham, V. Cassel Adamson, Jr., Frances S. Adamson, Gochland Investments, Inc., Powderham Associates No. I and Powderham Associates No. II reserve to themselves, their successors, or assigns the right to construct or permit construction of, operate and maintain other facilities, such as churches, schools, recreational areas, country clubs, shopping centers, et cetera, on other property owned by them in the Midlothian District, Chesterfield County, Virginia, not including 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 Jordan Martin or Powderham tract; and any person acquiring any interest in Powderham, Section C, shall by acceptance thereof be deemed to have consented thereto.

11. The Architectural Control Committee reserve the right to waive in writing the violation of any building line required or set out in the recorded plats of Powderham, Section C, and any violation of the living area requirement set out in Paragraph "2" herein.

12. 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.

13. 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 days of any such violation, then it shall be conclusively presumed in any legal proceeding that the violation or attempted violation has been waived by all parties owning or having any interest in lots in said Powderham, Section C whether or not such parties have actual notice of said violation or attempted violation.

14. No trees measuring 6 inches or more in diameter at a point two feet above ground level, flowering trees, or shrubs or evergreens may be removed without written permission of the Architectural Control Committee, unless located within 10 feet of a building, within 10 feet of a building site, or within the right of ways of driveways and walkways. Exceptions are trees which must be removed because of an emergency.

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 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.

WITNESS the following signatures and seals.

[Signature] (SEAL)
V. CASSEL ADAMSON, JR. V. CASSE

Pearl R. Adamson (SEAL)
PEARL R. ADAMSON

[Signature] (SEAL)
FRANCES S. ADAMSON

GOOCHLAND INVESTMENTS, INC.

By [Signature] (SEAL)
V. Cassel Adamson, Jr., Vice-Pres.

POWDERHAM ASSOCIATES NO. I

By [Signature] (SEAL)
V. Cassel Adamson, Jr., General Partner

POWDERHAM ASSOCIATES NO. II

By [Signature] (SEAL)
V. Cassel Adamson, Jr., General Partner

STATE OF VIRGINIA,

CITY OF RICHMOND, to-wit:

The foregoing instrument was acknowledged before me this 24 day of February, 1981 by V. CASSEL ADAMSON, JR., individually and as Vice President of GOOCHLAND INVESTMENTS, INC., and as General Partner of Powderham Associates Nos. I and II; PEARL R. ADAMSON; FRANCES S. ADAMSON.

My Commission Expires:

My Commission Expires January 22, 1983

[Signature]
NOTARY PUBLIC

VIRGINIA:

In the Clerk's Office of the Circuit Court of the County of Chesterfield, the 27 day of Feb. 1981, this Deed was presented & with the Certificate admitted to record at 127 o'clock, P. M. The tax imposed by Section 58-54.1 in the amount of \$ has been paid.

Teste:

[Signature] Clerk