

1657-1865

THIS DECLARATION OF RESTRICTIONS, made this 9th day of March, 1984, by V. CASSEL ADAMSON, JR. and PEARL R. ADAMSON, his wife; GOOCHLAND INVESTMENTS, INC., a Virginia corporation; POWDERHAM ASSOCIATES NO. 1, a Virginia Limited Partnership; and POWDERHAM ASSOCIATES NO. 1~~2~~, a Virginia Limited Partnership, (herein called the Owners);

W I T N E S S E T H

WHEREAS, Owners own certain real property lying and being in Midlothian District, Chesterfield County, Virginia, generally known as Powderham, Section E as shown on a plat of survey prepared by C. Aubrey Featherston, II, dated *April 27*, 1984, recorded *May 3* 1984, in the Clerk's Office Circuit Court, Chesterfield County, Virginia in Plat Book *44*, page *6* (herein called the Lots); and

WHEREAS, Owners wish to impose certain restrictions on the use of Powderham, Section E, which restrictions shall run with the land and be binding as provided herein.

That for and in consideration of the benefits to accrue, Owners hereby impose the following restrictions upon Powderham, Section E, for which shall be binding upon Owners, their heirs, assign or successors in title 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. Out-buildings consistent 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 or exterior design with existing structures, and as to location with respect to topography and finish grade elevation. Refusal or 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 V. Cassel Adamson, Jr. and such other members as the said V. Cassel Adamson, Jr. may designate.

The Committee may designate a representative to act for them. At any time, the then recorded owners of eighty percent (80%) of the Lots contained in Section E 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, 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, 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.

7. 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.

8. 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.

9. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste material 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.

10. 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.

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

12. 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 E shall by acceptance thereof be deemed to have consented thereto.

13. 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 E and any violation of the living area requirement, set out in these restrictions.

14. 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 (3) acres.

15. 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 E whether or not such parties have actual notice of said violation or attempted violation.

16. 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.

17. These covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of twenty-five (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.

WITNESS the following signatures and seals.

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

Pearl R. Adamson (SEAL)
PEARL R. ADAMSON

GOOCHLAND INVESTMENTS, INC.

BY: [Signature] (SEAL)
V. Cassel Adamson, Jr., Vice President

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 35th day of May, 1984 by V. Cassel Adamson, Jr., individually and as Vice President of Gochland Investments, Inc. and as General Partner of Powderham Associates Nos. I and II and Pearl R. Adamson.

My commission expires: 1-30-88
[Signature]
Notary Public

VIRGINIA:

In the Clerk's Office of the Court of Chesterfield County, the
31st day of May 1881, a Deed was presented and
with the certificate of the Clerk of the Court recorded at 11:37 o'clock A.M.
The tax imposed by Section 58-54.1 in the amount of \$.....
has been paid.

Teste:

Ronald P. Livingston CLERK

