

related to J. Mark Sowers
1000 Southlake Blvd
R. du Ou
222-96

DECLARATION OF RESTRICTIONS AND CONDITIONS 005790

ROXSHIRE 13
CIRCUIT COURT OF CHESTERFIELD COUNTY, VIRGINIA

THIS DECLARATION OF RESTRICTIONS AND CONDITIONS made this 14th day of February, 1996, by ALBEMARLE LAND CORPORATION, J. Mark Sowers, President.

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, J. Mark Sowers, President of Albemarle Land Corporation, as the owner of all the lots in Roxshire 13 hereby declares and makes known that the lots in Roxshire 13, as shown on plat by Jordan Consulting Engineers, P. C., dated October 5, 1995, and recorded December 18, 1995, in the Clerk's Office, Circuit Court, Chesterfield County, Virginia, in Plat Book 89, Page 55, are held subject to the conditions, covenants, limitations, requirements, reservations and charges as follows:

1. An Architectural Review Committee, hereafter called "ARC", shall be comprised of J. Mark Sowers, his heirs, personal representatives, successors, and assigns. The ARC shall coordinate each residence and lot and generally coordinate the development, construction and planning of the lots in Roxshire 13 according to the specifications set forth in "Architectural Review Roxshire 13" attached hereto as Exhibit A and made a part hereof. Architectural approval shall be a two-part process.

- a. Two sets of plans shall be submitted and approved by ARC prior to construction. Plans shall include:
 - site plan and landscape plan
 - cross section details
 - porch and railing details

All construction (including fencing, walls, and outbuildings) must be approved prior to construction.

- b. Final check of the actual construction prior to occupancy to insure that the architectural guidelines have been met.

2. No building structure or alteration or improvement thereto of any character, other than internal alterations, shall be constructed upon any lot hereby conveyed, nor shall any lot be subdivided, or altered (the term "altered" shall include: (a) removal of live trees, (b) grading or locating driveways or entranceways, (c) filling, or (d) any kind or type of construction whether temporary or permanent unless and until such plans, specifications and landscaping lay-out for the same have been approved in writing by the ARC, as to (a) quality of workmanship and material types, (b) external design and appearance, (c) location of improvements and overall landscaping, and (d) color scheme.

3. All easements along road frontage and lot lines as shown on the aforesaid subdivision plat are hereby reserved unto the developer, his personal representatives, heirs, assigns, or agents, for the purpose of access, drainage or furnishing light, telephone or any other utility to the property.

4. All lots shall be used for residential purposes only, and there shall not be erected on any one lot, as such lot may be prescribed and designated on said subdivision plat, more than one detached, single family dwelling house, and the necessary outbuildings suitable therefore. All homes shall have a minimum of 2700 square feet of heated finish floor area exclusive of basements and garages.

No building shall be located on any lot nearer to any street or to a side line than is permitted under the applicable local zoning ordinance in effect at the time such building is constructed. Fences or walls not constituting a part of a building shall be approved by the ARC, and no fences or walls not constituting a part of a building shall be erected, placed or altered on any lot nearer to any street than the minimum exterior set back line but in no case shall it extend farther than the rear of the house except with the prior approval of the ARC.

5. No animals, including without limitation, rabbits, livestock, or poultry of any kind shall be allowed on any lot except that dogs, cats or normal household pets may be kept thereon in numbers not exceeding those permitted by law provided they are not kept, bred, or maintained for any commercial purposes, and must be kept under control of their owner when outside owner's premises, nor constitute a nuisance in the opinion of the ARC, his successors or assigns. In such event they will be removed from said lot upon demand of the ARC, his successors or assigns. No dog or cat kennels, rabbit hutches or pigeon lofts, temporary or permanent, shall be erected except for normal household pets.

6. No structure of a temporary character, trailer, motor home, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No use shall be made of any lot which will depreciate or adversely affect the value of the surrounding lots or of the neighborhood.

8. All lot owners shall take care not to disturb or siltate shoulders, backslopes, ditches, pavement, curb and gutter, driveway culverts, or any other improvements within the public right of way. Each lot owner agrees to be responsible for disturbances and siltation caused by themselves, their employees, suppliers, contractors, or others and shall have 14 days from the receipt of a letter from the ARC to correct the damage. If a lot owner fails to properly correct the damage in a workman-like manner, then the ARC or developer will correct the damage and bill the lot owner directly on a cost plus 50% (percent) basis. Lot owner hereby agrees to make payment within 30 days of presentation of bill. A 2% per month (24% per annum) service charge shall be applied to bills after 30 days of presentation.

9. 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 ARC, unless located within 10 feet of a building, within 10 feet of a building site, or within right of ways of driveways and walkways. Exceptions are trees which must be removed because of an emergency.

10. Developer hereby makes notice to all owners to check with the Chesterfield Planning Department about future and potential development of adjacent and area properties prior to purchase.

11. Any one or more of these conditions, covenants, limitations, charges and proprietary requirements imposed herein or any subsequent amendments or future covenants and their conditions, covenants, limitations, charges and proprietary requirements may be amended, waived, modified, or rescinded, in whole or in part, by J. Mark Sowers without notice. J. Mark Sowers reserves the right to make special exceptions to these conditions on a case by case basis; however, any special exception(s) shall not be deemed as a waiver of such restriction(s). J. Mark Sowers shall have the right to amend these covenants or any future covenants or amendments of such covenants as the case may be without limitation in his sole discretion except that the concurrence of J. Mark Sowers will not be necessary after the last lot has a house built and occupied upon it, or whenever J. Mark Sowers assigns his rights to another party. J. Mark Sowers reserves the right to assign any and all rights herein to the homeowners of Roxshire 13 and at such time of notification, the homeowners shall hereby accept such assignment as part of these covenants, without return notice or verification of such.

12. Invalidation of any of these covenants and conditions by court adjudication or otherwise shall in no way modify, affect or invalidate any of the other covenants and conditions contained herein, which shall remain in full force and effect.

13. Each and every covenant and condition herein imposed may be enforced by the undersigned or by the owner of any lot by appropriate proceedings at law or in equity against any party violating or attempting or threatening to violate the same to prevent or rectify such violation and/or recover damages therefore. The failure of any owner or the

undersigned to bring any such proceeding shall not be considered as a waiver of any rights at law or in equity that any such party may have for past or future violation of any covenant herein contained.

14. These covenants and conditions are to run with the land and shall be binding upon subsequent owner or owners and all parties claiming through or under such owner or owners for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, revoking said covenants, or agreeing to change said covenants in whole or in part.

WITNESS the following signature and seal.

ALBEMARLE LAND CORPORATION

BY: *J. Mark Sowers* (SEAL)

J. MARK SOWERS, PRESIDENT

STATE OF VIRGINIA

COUNTY OF CHESTERFIELD, to-wit:

The foregoing instrument was acknowledged before me this 14th day of February, 1996, by J. Mark Sowers, President of Albemarle Land Corporation.

My commission expires: January 31, 1997

Brenda M. Carmichael

Notary Public

EXHIBIT "A"

ARCHITECTURAL REVIEW ROXSHIRE 13

GUIDELINES

Roof

- Minimum 7.5/12 pitch - some exceptions in writing to allow for porch roofs, etc.
- No vent pipes of any type shall be visible from the front of house
- Dimensional shingles

Foundation & Brick Work

- All foundations shall be brick
- Wood louvered foundation vents on front
- All front stoops to be of brick
- All fireplace chases to be of brick
- Concrete sidewalks

Colors

Paint colors to be approved

Miscellaneous

- Lamp post required at end of front walk
- Mailbox as approved by ARC

VIRGINIA:

IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF CHESTERFIELD COUNTY, THE 21 DAY OF FEB 1996, THIS DEED WAS PRESENTED AND WITH THE CERTIFICATE . . . ADMITTED TO RECORD AT 10:51 O'CLOCK. THE TAX IMPOSED BY SECTION 58.1-202 IN THE AMOUNT OF \$.00 HAS BEEN PAID.

TESTE: JUDY L. NORTHINGTON, CLERK