

BEXLEY EAST
Chesterfield County, Virginia

Restrictive Covenants

This declaration of restrictions, covenants, and conditions is made and executed this 10th day of March, 1989, by R.E. Collier, Inc. – Builder, (the Owner).

Recitals

- A. The owner is the fee simple owner of certain real property located in Chesterfield County, Virginia, as shown on Exhibit A attached hereto and made a part hereof, and it is his desire to provide for the orderly development of a residential community thereon.
- B. The Owner desires to subject the Property to the covenants and restrictions as hereinafter set forth for the benefit of the Property and each owner of a portion thereof.

Now, therefore, the Owner hereby declares the Property is and shall be held, transferred, sold, conveyed, occupied, and used subject to the covenants, conditions, and restrictions hereinafter set forth, such covenants, conditions, and restrictions to run with, bind and burden the Property for and during the period of time hereinafter specified.

- A. **Additions to the Property by Owner** As long as the Owner owns any real property in the general area of the Property described in Exhibit A hereto, the Owner may submit additional real property to the provisions of this Declaration by filing a supplement hereto in the appropriate Clerk's Office.
- B. **Architectural Control Committee**
 - 1. No building, structure, outbuilding, fence, wall, or improvement of any nature whatsoever (except for interior alterations to existing structures not affecting the external structure or appearance of any improvement on any portion of the Property) shall be constructed or modified on the Property unless and until the plans for such construction shall have been approved in writing by the Architectural Control Committee (the Committee). The plans submitted to the Committee for approval shall include:
 - a. The construction plans and specifications and related drawings, and
 - b. A plat showing the location of all proposed improvements.
 - 2. No plans for a primary dwelling to be constructed on the Property shall be submitted for such approval unless the living area of such dwelling, exclusive of open porches, attics, basement, and garages shall exceed 2,000 square feet for one story residences, and 2,200 square feet for two story residences; provided, however, that this provision may be waived in writing by the Committee.
 - 3. Approval by the Committee shall be based upon compliance with the provisions of this Declaration, the quality of workmanship, and the materials, harmony of external design with surrounding structures, location of improvements with respect to topography and finished grade elevation, the effect of the construction of the outlook from surrounding portions of the Property, color schemes and all other factors which in the reasonable opinion of the Committee will affect the desirability

or suitability of the proposed improvements in relation to the aesthetic quality of the Property.

4. Approval or disapproval of each application to the Committee shall be given to the applicant in writing within thirty days of receipt of a complete set of plans and application. In the event the approval or disapproval is not forthcoming within thirty days, unless an extension is agreed to by the applicant in writing, the application shall be deemed approved, and the construction of the applied for improvements may be commenced, provide that all such construction is in accordance with the submitted plans and provided, further, that such plans conform in all respects to the other terms and provisions of this Declaration.

5. Approval by the Committee shall not constitute a basis for liability of the members of the Committee, the Committee, or the Owner for any reason, including with the limitation (a) failure of the plans to conform to any applicable building codes or (b) inadequacy or deficiency in the plans resulting in defects in the improvements.

6. The Committee shall be composed of three individuals appointed by R.E. Collier, Inc. – Builder and Owner. These members may be removed by the Owner with or without cause, and all successors shall be appointed by the Owner as stated above, as long as the Owner has an ownership interest in the Property and thereafter, as the owners of portions of the Property shall determine among themselves. The committee members shall not be entitled to any compensation for their activities hereunder. The committee may designate a representative to act in its behalf, who need not be a member of the Committee, and such representative shall not be entitled to compensation for his activities hereunder.

7. The authority of the Committee hereunder, its procedures and make-up, may be modified or abrogated by duly recorded instruments executed by the then owners of eighty percent of the lots created on the Property, except as to the rights of the Owner as provided in Paragraphs 2 and 6 of this section entitled Architectural Control Committee.

C. Restrictions

1. No lot shown on a plat of the subdivision of the Property (lot) shall be used except for residential purposes, and for purposes incidental thereto, except for model homes utilized by builders. Only one residence shall be constructed on a lot; provided, however, that suitable outbuildings and other improvements of the same construction and exterior siding as the main residence may be constructed, if approved by the Committee as hereinbefore provided.

2. 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 lot for sale, or signs used by a builder to advertise the lot during the construction and sales period.

3. 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, and no structure of a temporary character be used as residence.

4. No trailer, camper, recreational vehicle, or boat having a height of five feet or more or truck having a height of seven feet or more shall be parked on the street in front of any residence. Trailers, campers, recreational vehicles, boats, or trucks of this nature

shall not be parked over twelve hours in any one week on any lot, including any driveway, so as to be visible from any street or other portion of the Property.

5. No motor vehicle shall be parked for more than twelve hours in any one week on any lot without having a current Virginia or other state license tag.

6. Each primary dwelling shall have a roof which consists of synthetic slate, natural slate, metal, concrete shingle, or other "hard" type roof as approved by the Committee.

7. All driveways shall consist of exposed aggregate concrete, asphalt, or masonry pavement.

8. All mailboxes shall be identical in design and provided by the owner to the original purchaser of any lot and shall remain with the lot when such lot is resold.

9. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, and other household pets may be kept, provided (a) they are not raised, bred, or kept for commercial purposes and (b) they shall not become an annoyance or nuisance to other lot owners.

10. No obnoxious or offensive activity shall be carried on or allowed upon any portion of the Property, nor shall anything be done thereon that may be or become a nuisance or annoyance.

11. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste and shall not be kept except in sanitary containers maintained in a neat and orderly manner. Equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition in rear yards only.

12. No lot may be subdivided, altered, or modified, except as provided on the subdivision plat(s) recorded and to be recorded in connection with the development of the Property, provided, however, that the Owner, with the approval of the Committee, shall have the right to re-subdivide, alter, modify, or vacate any subdivision plat, as long as no lot shown thereon has been conveyed by the Owners.

13. Each lot shall be maintained free of tall grass, undergrowth, dead trees, weeds, and trash, and generally free of any condition that should decrease the attractiveness of the Property.

14. No lot shall be cleared of trees or defoliated in such a manner as to decrease the attractiveness of the Property. The 50' buffers, shown on certain lots on the subdivision plan, shall be kept in a wooded state.

15. Exterior construction of each dwelling on a lot shall be completed within one year after the commencement thereof.

16. No exterior radio or television antenna or satellite dish shall be erected on any lot without the Committee's approval.

17. All utility lines shall be buried with the exception of that part of the utility line which normally is located above ground.

18. No lot shall contain or have on it an above-ground swimming pool.

19. The house numbers on the mail box posts will be designed and applied as the Architectural Committee so specifies.

20. A distinctive architectural post lamp will be provided to the original purchaser of any lot and shall be maintained and used continuously for its intended purpose and shall remain with the lot when such lot is resold.

21. Sidewalks will be exposed aggregate concrete, brick, or other masonry products approved by the Committee. No smooth concrete surfaces will be allowed on any exterior areas, except garage aprons.

22. Service yards incorporating heating and air conditioning equipment and trash areas must be approved, properly located, and screened.

THE BEXLEY EAST HOMEOWNER'S ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1 - Every Owner of a lot shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any lot. The association may incorporate or operate as an unincorporated association.

Section 2 - The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of R.E. Collier, Inc. – Builder, their successors and assigns, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. Class B member shall be R.E. Collier, Inc. – Builder, their successors or assigns, and shall be entitled to thirty (30) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, or
- (b) On January 1, 1997.

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1- Creation of the Lien and Personal Obligation of Assessments

Each lot owner, when a residence has been constructed thereon, hereby covenants by the acceptance and recording of the deed to pay to the Association:

1. Annual assessments or charges, and
2. Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property, against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation of delinquent assessment shall pass to his successors in title.

Section 2 - Purpose of Assessments

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the properties and for the improvement and maintenance of the Common Area, easements, and appearance of the subdivision. All Class

A members may use the common areas, as provided by the rules adopted by the Homeowners' Association.

The Association shall pay any real and personal property taxes and other charges assessed against the Common Area.

The Association shall maintain adequate liability insurance.

Section 3 - Maximum Annual Assessment

Until January 1st of the year immediately following the conveyance of the first lot to an Owner for a resident, the annual assessment shall be one hundred dollars (\$100.00) per lot, which has a completed residence thereon, payable on June 30th.

- (a) From and after January 1st of the year immediately following the conveyance of the first lot to an Owner/Resident, the maximum annual assessment may be increased each year, not more than 20% above the maximum assessment for the previous year.
- (b) From and after January 1st of the year immediately following the conveyance of the first lot to an Owner/Resident, the maximum annual assessment may be increased above 20% for a vote of two-thirds (2/3) of each class of members, who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4 - Special Assessments for Capital Improvements

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement, to include easements, improvements, and Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5 – Notice and Quorum for Any Action Authorized Under Sections 3 and 4

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6 – Uniform Rate of Assessment

Both annual and special assessments must be fixed at a uniform rate for all lots with a residence thereon and will be payable on June 30. A late charge of 20% of each assessment (whether annual or special) shall be levied, if not paid within thirty (30) days from date due.

Section 7 – Date of Commencement of Annual Assessments: Due Dates

The annual assessments provided for herein shall commence as to each lot when a residence is constructed thereon. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The association shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates may be changed by a majority vote of the Association members.

Section 8 – Effect of Non-payment of Assessments: Remedies of the Association

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 10% per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his lot.

Section 9 – Subordination of the Lien to Mortgages

The lien of the assessment provided for herein shall be subordinate to the lien of any mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot, pursuant to foreclosure, on a mortgage or any proceeding in lien thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof. Notwithstanding, any other provision to the contrary, any assessments, charges, and costs of the maintenance of the Common Areas and easement improvements shall constitute a pro-rata lien upon the individual lots, inferior in lien and dignity only to taxes and bona fide duly-recorded deeds of trust on each lot.