

**BEXLEY – SECTION III**  
**Chesterfield County, Virginia**  
**Book 994 Pages 658 to 664**

***Conditions, Covenants, Limitations, Requirements, Reservations***

The following provisions have been formulated to create a highly desirable residential area for persons seeking quality home sites in the Richmond Metropolitan Area and to protect such persons and future homeowners of lots in Bexley, Section III, as shown on a subdivision plat prepared by LaPrade Brothers, Civil engineers, dated July 20, 1970, all lots therein shall hereafter be sold, improved, and occupied, transferred, resold, and reconveyed, subject to the conditions, covenants, limitations, requirements, reservations, and charges as follows:

1. An Architectural Coordinating Committee, hereinafter referred to as ACC, and comprised of two persons: Wallace H. LaPrade and Rosena L. LaPrade or such other persons or persons as they may designate shall coordinate each residence and lot and generally coordinate the aesthetic development and overall planning for the best possible protection and value enhancement for each homeowner in Bexley, Section III. In the event of death, incapacity, or resignation of a member of ACC, Wallace H. LaPrade or in his absence, Rosena L LaPrade or their respective successors, assigns, or personal representatives shall have full authority to designate a successor.
2. No dwelling house, outbuilding, structure, alteration, addition, or improvement of any character other than internal alterations not affecting the external appearance of a building or structure 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 entrance ways
  - c. Filling
  - d. Any kind or type of construction, whether permanent or temporary, unless and until plans and specifications for the same shall have been approved in writing by ACC, as to:
    - (1) Quality of workmanship and material types,
    - (2) External design and appearance with respect to contemplated or existing structures and overall development plan,
    - (3) Location or improvements with respect to topography and grade elevation, and landscaping, either naturally or by plantings and seedings, and the location of entrance and exit ways, and adequate parking and turning area in order to provide functional, practical, and overall aesthetic appeal,
    - (4) Color scheme,
    - (5) All factors relative to the retention of natural landscaping and enhancement of appeal with respect to the individual lot, as well as the entire area comprising Bexley, Section III.

Buildings, structures, and improvements shall be deemed to include, but not limited to, garages, summerhouses, swimming pools, bath houses, play houses, and tool houses.

3. Easements along lot lines for alleyways and/or underground electrical and /or telephone service shall be reserved in their naturally landscaped state except that, at the election of abutting lot owners, a trail, generally through the center of said easement, may be kept open for walking or jogging. Except that, this reservation shall not apply when any such easement:
  - a. crosses any lot and does not abut and follow a lot line,
  - b. runs on or near the lake shoreline on the rear of lots fronting on the lakes,
  - c. or such easement is for drainage or runs along natural water courses which abut or run through lots.
4. There shall not be erected on any one lot, as such lot may be prescribed and designated on the subdivision plat, more that one private dwelling house and the necessary outbuildings suitable there for; said premises shall be used for private swelling purposes only by one family. No part of any lot or improvement thereon shall be used for any business or commercial purposes.
5. No residence shall be constructed outside the minimum setback lines which shall be as follows (except that eaves, steps, carports, and open and/or side or rear screened porches shall not normally be considered as a part of a building.) Front porches, however, shall not extend over front setback lines.

Minimum Setback Lines

Front Line	50 feet
Back Line	30 feet
Interior Side Line	30 feet
Exterior Side Line	30 feet

No fence or wall not constituting apart of a building shall be erected, placed or altered on any lot nearer to any street than the minimum front or exterior side set-back line except when coordinated with and approved by ACC. No dwelling house (This is to apply to the main body or other enclosed portion of the house) or other building shall be erected on any lot as same is herein prescribed outside the building set-back lines heretofore set forth, not nearer than thirty feet to the line of the adjoining lot or lots, except when coordinated with, approved by and/or waived by ACC.

6. The ground floor of the main structure shall not be less than 1800 square feet of finished living area for a single-story swelling. ("Living area" shall exclude one-story porches, breezeways, basements, and garages.) A dwelling of more than a single level shall have a total finished living area, as defined above, of not less than 2100 square feet. No building erected shall be finished with asbestos siding, cement block, or cinderblock of any kind. No outbuilding may be constructed with asbestos siding, cement block, or cinderblock exteriors of any kind. Any dwelling or other building, when toilet facilities are located therein, must be connected with a sanitary sewer system or septic system, as approved and permitted by county or state authorities.
7. All electrical, telephone, gas, water, and sewer utility service lines and connections, including wires, cables, pipes, and mains, which are installed to serve the lot hereby conveyed or are connected with any improvement thereon, shall be installed underground in conformity with the specifications of, or approval by, the utility

- company involved or ACC, its, successors, or assigns. No such lines or connections shall be permitted on or above the ground.
8. No structure of a temporary character – trailer, basement, tent, shack, garage, barn, or other outbuildings – shall be used on any lot any time as a residence, either temporarily or permanently; provided, however, this clause shall not prevent servants' quarters being installed over a detached garage or other approved outbuilding. No trailer shall be parked, where visible from the street, for a period of more than twelve hours in any one week, on any one lot or driveway.
  9. No sign of any kind shall be displayed to the public view on any lot except:
    - a. One residence identification sign of not more than one square foot,
    - b. One sign of not more than six square feet advertising the property for sale or rent, or
    - c. Signs used by the builder to advertise the property during the construction and sales period.
  10. No animals, livestock, or poultry of any kind shall be allowed on any lot except that dogs, cats, or normal household pets may be kept thereon, provided they are not kept, bred, or maintained for an commercial purposes, nor constitute a nuisance in the opinion of ACC, its successors, or assigns. In such event, they will be removed from said lot upon demand of ACC, its successors, or assigns.
  11. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or 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 surrounding lots or of the neighborhood as superior residential property.
  12. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste and none shall be kept on any lot, except in underground sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean, sanitary condition in rear yards only and shall not be in public view. Public view is construed to include all adjacent owners.
  13. No individual sewage 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 the proper state and local public health authorities. Approval of the system, as installed, must be obtained from such authority.
  14. Any one or more of the conditions, covenants, limitations, charges, and proprietary requirements imposed by Paragraph 3 through 13 hereof may be amended, waived, modified, or rescinded, in whole or in part, by vote of the majority of the owners of a majority of lots in Bexley, Section I, Section II, and Section III, including as such owners, the owners of property comprising Bexley, Section I, Section II, and Section III at the time of subdivision thereof, the successors or assigns. Said vote must be recorded in writing, setting forth such amendment, waiver modification, or rescission, as the case may be, executed by such majority, and recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia.
  15. The owners of the property comprising Bexley, Section III as of the date of recording of these restrictions, reserve unto themselves and their heirs, successors, or assigns, the right to construct or permit construction of, operate, and maintain other facilities;

- i.e. churches, schools, country clubs, recreational areas, apartments, shopping centers, and other facilities on other property owned by them in Chesterfield County and further provided that such other facilities shall not be inconsistent with the high level residential development of Bexley, Section III and other acreage, which may hereafter become a part of Bexley; and any person acquiring any interest in Bexley, Section III shall by acceptance thereof be deemed to have consented thereto.
16. Invalidation of any of these covenants and conditions by code adjudication or otherwise shall in no way modify, affect, or invalidate any of the other covenants and conditions herein contained, which shall remain in full force and effect.
  17. 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 to recover damages thereof. If no such proceedings be initiated within sixty 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 III, whether or not such parties have actual notice of said violation or attempted violation.
  18. These covenants and conditions shall 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 the period of twenty-five (25) years from the date of the recordation hereof. There after such covenants and conditions shall be automatically extended for successive periods of ten (10) years each, subject to such modifications or changes from time to time, as may be made by instruments in writing, executed and acknowledged by the then owners of a majority of all the lots as recorded in the Clerk's office. Provided, however, that, should an instrument be executed and acknowledged by the then owners of a majority of all the lots as recorded in the Clerk's Office (prior to the expiration of any such 10-year period but subsequent to the original period of 25 years), which revokes in entirety these covenants and conditions, such revocation shall become operative at the end of the 10-year period in which such instrument was recorded.