

BEXLEY – SECTION XI
Chesterfield County, Virginia
Book 1385 Pages 589 to 604

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 X, as shown on a subdivision plat prepared by LaPrade Brothers, Civil engineers, dated August 2, 1974, entitled “Ma of 57± acres of land in Clover Hill District, Chesterfield County, Virginia.”, and after being subdivided, 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, as generally set forth in “Bexley Guidelines,” dated June 1, 1978, as may be amended from time to time by the ACC, for the best possible protection and value enhancement for each homeowner in Bexley, Section X. 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 X.

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. No motorized cars, motorcycles, motorbikes or other motorized vehicles shall be permitted to utilize such easements.
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.

| | <u>Minimum Setback Lines</u> |
|--------------------|------------------------------|
| Front Line | 60 feet |
| Back Line | 30 feet |
| Interior Side Line | 30 feet |

Fences or walls 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. Subject to the provisions of Paragraph 1 and the “Bexley Guidelines,” which shall take precedence, the ground floor of the main structure shall not be less than 2000 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 2200 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 and/or state authorities. No individual sewerage disposal system shall be permitted on any lot.
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 boat, trailer, motor home, camper or other similar vehicle, no automobile wreckers, trucks or other commercial vehicles shall be parked on the street at any time nor where visible from the street, for a period of more than twelve (12) 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, 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, not 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. Doghouses, etc., shall be included in original plan as a part of the dwelling or appendage when appropriate.
 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 mean view from the street and all adjacent owners.** No waste, lumber, vehicles, tire wheels, materials or waste items shall be displayed on any lot except that lumber or other building materials being used in current construction.
 13. Mailboxes, posts and newspaper tubes shall be of design approved by ACC and as specified in Bexley Guidelines. Mailboxes shall be of the original unaltered design and material installed on salt, penta treated or other approved posts. Newspaper tubes shall be metal or as approved by ACC.
 14. Antennas (exterior television or other antennas) except as approved by ACC, are prohibited.
 15. Clothes drying equipment shall be as prescribed by ACC. See Bexley Guidelines.
 16. Each owner shall keep all Lots owned by him, and all improvements therein or thereon free of debris and in good order and repair, including, but not limited to the

seeding, watering and mowing of all lawns, including front and side ditchline from the edges of natural areas and/or lawns, etc. to the edges of the pavement, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management and so as not to detract from the overall beauty of the area and health and safety of Bexley residents. In the event an Owner of any Lot shall fail to maintain the premises and the improvements situated thereon as provided herein, ACC, its heirs or assigns, after notice to the Owner, shall have the right to enter upon said Lot to correct any violation of this section stated in such notice. All costs related to such correction, repair or restoration may become a special assessment upon such Lot in the discretion of ACC, its heirs or assigns which shall notify the Owner of such Lot in Writing in the event of the imposition of any such special assessment.

17. 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, Section III (Resubdivision), Section IV, Section V, Section V (Resubdivision), Section VI, Section VII, Section VII, (Resubdivision), and including such own as the owners of property comprising Bexley, Section I, Section II, and Section III, Section III (Resubdivision), Section IV, Section V, Section V (Resubdivision), Section VI, Section VII, Section VII, (Resubdivision) Section VIII, and Section XI at the time of subdivision thereof, the successors or assigns, by writing setting forth such amendment, waive 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.
18. Wallace H. La Prade and Rosena L. La Prade, owners of the property comprising Bexley, Section X 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 Clover Hill District, Chesterfield County Virginia, not included in the plat referred to in the first paragraph hereof, provided such other facilities be approved by the Planning Commission of Chesterfield County, and further provided that such other facilities shall not be inconsistent with the high level residential development of Bexley, Section X, and other acreage which may hereafter become a part of Bexley, and any person acquiring any interest in Bexley, Section VII shall by acceptance thereof be deemed to have consented thereto.
19. 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.
20. 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 X, whether or not such parties have actual notice of said violation or attempted violation.

21. 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), revoking 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.