

BEXLEY – SECTION XVI
Chesterfield County, Virginia
Book 2189 Pages 738 to 743

RESTRICTIONS, COVENANTS AND CONDITIONS APPLICABLE TO SECTION 16, PLAN OF BEXLEY & PARCEL DESIGNATED AS BETTY W. PARKER, CLOVER HILL DISTRICT, CHESTERFIELD COUNTY, VIRGINIA, A PLAT OF WHICH IS RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF CHESTERFIELD COUNTY, VIRGINIA, IN PLAT BOOK 76 PAGE 51

The undersigned, Betty W. Parker, the owner of the above described property in the subdivision known as Section 16, Bexley & parcel Designated as Betty W. Parker, as shown on a plat thereof recorded in the clerk's office of the Circuit Court of chesterfield County, Virginia in Plat Book 76, page 51, hereby declares that the layout of the lots as shown on said plat are to be subject to the following restrictions, covenants and conditions running with the land and binding the said owner and proprietor and the purchasers of said land, their heirs, devisees, personal representatives, successors and assigns, viz.

1. No lot shall be used except for single family residential purposes.
2. Easements for utilities and drainage are reserved s shown on the plat, and the right is reserved to The Penn Company, its successors or assigns, to establish and grant any additional easements along any streets, avenues, or drives for the purpose of furnishing utilities in or through said subdivision.
3. 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. 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.
4. 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.
5. 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.
6. No animals, livestock or poultry of any kind shall be kept, raised or bred for commercial purposes, and no horse or pony shall be stabled or pastured on any lot or parcel of land in section 16 of Bexley.
7. The Penn Company reserves the right to waive in writing the violation of any building line required in Section 16 of Bexley.
8. 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.

9. The layout of the lots shown of said plat shall be adhered to; and no scheme of building houses thereon to front in any other direction than as the lots front according to said plat shall be permitted.
10. No building, structure, outbuilding, or wall shall be erected, placed or altered on any lot until the proposed building plans and plat plan (showing the proposed location of such building or structure) have been approved in writing by the Architectural Control Committee of The Penn Company. No alterations may be made in any approved plans without the approval in writing of the Architectural Control Committee. A majority of the Committee may designate a representative to act for it. As used herein, "out buildings" shall be deemed to include, but not necessarily limited to, swimming pools, hath houses, and tool houses.
11. No fence shall be erected on any portion of any lot except in accordance with plans and specifications for construction thereof approved in writing by The Penn Company, its successors or assigns, and filed in its office; provided, however, that The Penn Company agrees to be reasonable in considering requests for construction of fences. No fence shall be permitted between a residence and a street line.
12. Each of the covenants may be modified, changed, revoked, added to, deleted, or otherwise altered in whole or in part at any time and from time to time by an instrument in writing executed by The Penn Company or its assignee of such right, provided that such instrument shall be recorded in the appropriate Clerk's Office.
13. No sign of any kind shall be displayed to the public view on any lot except for one sign of not more than six square feet advertising the property for sale or rent. Signs used by the builder to advertise the property during the construction and sales period may be larger than the above referred to six (6) square feet.
14. Any motor vehicle, including trailers, which does not have a valid inspection sticker and license to permit its operation upon the highways off this state shall not be allowed to remain on any lot for longer than ten (10) days, unless it is parked in a garage.
15. No trailer, boat (whether or not on a trailer), camping or other recreational vehicle shall be parked over twelve (12) hours in any one week on any lot or driveway so as to be visible from the street.
16. Any clotheslines, located other than in the interior of any improvements, shall be of the umbrella type only.
17. The placing of Television Satellite dishes on any lot in Section 16 of Bexley and the parcel designated as Betty W. Parker is prohibited.
18. Culverts under entrance driveways shall be concrete pipe 24 feet long and of the size approved by the Virginia department of Transportation.
19. Vent pipes shall be located of the rear of in positions least prominent to the public view.
20. Air conditioners or other external equipment shall be incorporated into the structure, encased, or in some suitable way protected from public view.
21. The roofing for all structures, main swelling or any other structures such as detached garage or storage building, will be cedar shake shingles, except lots 5 & 6 and the Parcel designated as Betty W. Parker.

22. The floor of all porches may be brick, tile or smooth concrete; stoops, terraces, sidewalks, etc. must be exposed aggregate or better. Lots 5 & 6 only may be concrete. All exterior steps will be brick.
23. Paragraphs 18, 19, 20, 21 and 22 shall not apply to the Parcel designated as Betty W. Parker.

IN WITNESS WHEREOF, the signatures of Betty W. Parker and The Penn Company has caused its name to be hereunto signed by its duly authorized Attorney-in-Fact this 25th day of March, 1991.