

WOODMONT, SECTION "A"

## RESTRICTIVE COVENANTS AND EASEMENTS

(Imposed by instrument filed for record July 3, 1957, in Deed Book 528, page 177, Clerk's Office, Circuit Court, Chesterfield County, Virginia, as amended by instrument filed for record August 21, 1957, in Deed Book 531, page 529, in the aforesaid Clerk's Office.

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Lee Park Corporation, a Virginia Corporation, Chester Development Corporation, a Virginia Corporation, and Dunmore Corporation, a Virginia Corporation, owners of all of the lots in the subdivision of land in Midlothian Magisterial District, Chesterfield County, Virginia, known as "Woodmont, Section-A", a plat of which made by J. K. Timmons, Civil Engineer, Richmond, Virginia, dated April 8, 1957, has been duly recorded in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia, do by these presents charge and bind all of the lots in said subdivision and shown as Lots upon the aforesaid plat with the following restrictions, easements, covenants and conditions which shall run with and bind the said lots as hereinafter set forth:

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than two cars.
2. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in paragraphs 9 and 10.
3. The floor area of the main structure, exclusive of one story open porches, breezeways and garages, shall be not less than 1200 square feet for a one-story dwelling or for a modern tri-level dwelling and the ground floor area of a conventional two-story dwelling shall be not less than 1000 square feet.
4. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set back lines shown on the recorded plat. No building shall be located nearer than 20 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 20 feet to the rear lot line. For the purpose of this covenant, eaves, steps, and open and/or screened porches shall not be considered as a part of a building. Where the subdivision plat shows more than one building line for a particular lot, the building placed on such lot must be constructed to front on the street which has the greater building line set back.
5. Only one single-family residence shall be erected or placed on a single lot, and no lot shall, after its original conveyance, be subdivided into smaller lots or parcels.
6. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on recorded plat.

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7. 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.
8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
9. The architectural committee shall, from the date hereof, be composed of the following persons: Paul Jacobs, Joseph Gould and Julian Jacobs. The aforesaid committee members may, in their sole discretion, at any time, increase the membership of the committee to five, in which event, each of the two new members shall be a resident and the owner of a lot in Woodmont Subdivision, Section A, Chesterfield County, Virginia, and shall be appointed by the original three member committee. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee the remaining members shall have full authority to designate a successor or successors. At any time the then recorded owners of a majority of the lots, in the subdivision to which these restrictions apply, shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or to re to it any of its powers and duties. No member of the Committee or its designated representative shall be entitled to any compensation for service performed pursuant to this covenant.
10. The committee's approval as required in these covenants shall be in writing and in the absence of such written approval, construction plans, specifications and location plans shall be considered as disapproved.
11. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
12. 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.
13. Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
14. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
15. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

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16. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste nor shall the same be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
17. 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 state or local or public health authority. Approval of such system as installed shall be obtained from such authority.

WHEREAS, We the undersigned, Paul W. Jacobs, Julian B. Jacobs and Wilbur R. Cross, are all the members of the Architectural Committee for the various sections of Woodmont Subdivision; and

WHEREAS, the restrictions to Woodmont Subdivision, Section A, dated July 3, 1957, are duly recorded in the Clerk's Office, Circuit Court, Chesterfield County, Virginia, on July 3, 1957, in Deed Book 528, page 177; and

WHEREAS, the restrictions to Woodmont Subdivision, Sections B and C, dated May 6, 1958, are duly recorded in the Clerk's Office, Circuit Court, Chesterfield County, Virginia, on May 8, 1958, in Deed Book 549, page 137; and

WHEREAS, the restrictions to Woodmont Subdivision, Section D, dated June 26, 1961, are duly recorded in the Clerk's Office, Circuit Court, Chesterfield County, Virginia, on June 29, 1961, in Deed Book 654, page 427; and

WHEREAS, the restrictions to Woodmont Subdivision, Section E, dated August 10, 1962, are duly recorded in the Clerk's Office, Circuit Court, Chesterfield County, Virginia, on August 14, 1962, in Deed Book 686, page 293; and

WHEREAS, the undersigned desire to change and amend the composition of the Architectural Committee in all of these sections; and

WHEREAS, the undersigned, as of the date of this writing, compose of all of the members of the Architectural Review Committee for the said subdivision, "Woodmont Sections A, B, C, D and E".

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the undersigned do by these presents alter and amend the restrictions, easements, covenants and conditions, made applicable to the lots

recorded July 3, 1957, in the aforesaid Clerk's Office, in Deed Book 528, page 177; and in "Woodmont Subdivision, Sections B and C" by written agreement dated May 6, 1958, and recorded May 6, 1958, in the aforesaid Clerk's Office, in Deed Book 549, page 137; and in "Woodmont Subdivision, Section D" by written agreement dated June 26, 1961, recorded June 29, 1961, in the aforesaid Clerk's Office, in Deed Book 654, page 427; and in "Woodmont Subdivision E" by written agreement dated August 10, 1962, recorded August 14, 1962, in the aforesaid Clerk's Office, in Deed Book 686, page 293, as follows:

"9. The architectural committee shall, from the date hereof, be composed of the following persons: President, Vice President, and the immediate Past President of the Woodmont Civic Association. The aforesaid committee members may, in their sole discretion, at any time, increase the membership of the committee to five, in which event, each of the two new members shall be a resident and the owner of a lot in Woodmont Subdivision, Section A, Section B, Section C, Section D, or Section E, Chesterfield County, Virginia, and shall be appointed by the original three member committee. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee the remaining members shall have full authority to designate a successor or successors. At any time the then recorded owners of a majority of the lots in the subdivision to which these restrictions apply, shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or to restore to it any of its powers and duties. No member of the Committee or its designated representative shall be entitled to any compensation for service performed pursuant to this covenant."

WITNESS the following signatures and seals this 8<sup>th</sup> day of October, 1982.

  
Paul W. Jacobs (SEAL)

  
Julian B. Jacobs (SEAL)

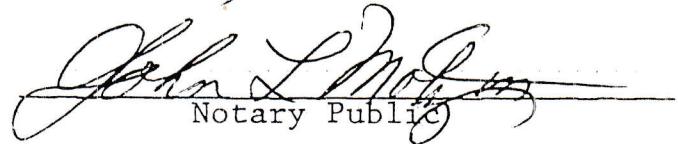
  
Wilbur R. Cross (SEAL)

City OF Richmond, to-wit:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do certify that Paul W. Jacobs, whose name is signed to the foregoing Amendment of Restrictions, bearing date on the 8th day of October, 1982, has this day acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand this 8th day of October, 1982.

My commission expires: March 17, 1984.

  
John L. Morgan  
Notary Public

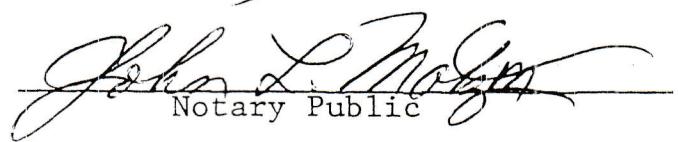
STATE OF VIRGINIA

City OF Richmond, to-wit:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do certify that Julian B. Jacobs, whose name is signed to the foregoing Amendment of Restrictions, bearing date on the 8th day of October, 1982, has this day acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand this 8th day of October, 1982.

My commission expires: March 17, 1984.

  
John L. Morgan  
Notary Public

STATE OF VIRGINIA

County OF Chesterfield, to-wit:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do certify that Wilbur R. Cross, whose name is signed to the foregoing Amendment of Restrictions, bearing date on the 8th day of October, 1982, has this day acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand this 8th day of October, 1982.

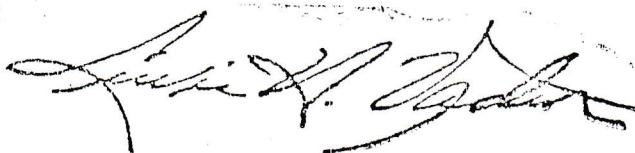
My commission expires: 13 October 1984.

  
Wilbur R. Cross  
Notary Public

VIRGINIA:

In the Clerk's Office of the Circuit Court of Chesterfield County, the  
9 day of Nov, 1982, this Deed was presented and  
with the certificate \_\_\_\_\_, admitted to record at 11:00o'clock A.M.  
The tax imposed by Section 58-54.1 in the amount of \$ \_\_\_\_\_  
has been paid.

Teste:

 Clerk