

Bexley West
Section I
Declaration of
Restrictions

RETURN TO:
AYERS & AYERS
SUITE 209, HAMILTON PLACE
1301 N. HAMILTON STREET
RICHMOND, VA 23230

BOOK 1805 PAGE 1072

556724
11-11

BEXLEY WEST

SECTION 1

DECLARATION OF RESTRICTIONS

10-15-86

THIS DECLARATION is made and executed this 7th day of October, 1986, by George B. Sowers, Jr. & Associates, Inc., a Virginia corporation and Bexley Associates of Richmond, Inc., a Virginia corporation, (collectively the "Owner").

WHEREAS, George B. Sowers, Jr. & Associates, Inc., a Virginia corporation, and Bexley Associates of Richmond, Inc., a Virginia corporation, are the Owner of all those certain lots in Bexley West Subdivision, Section 1, Clover Hill District, Chesterfield County, Virginia, as shown on a plat made by Balzer & Associates, Inc., dated August 5, 1986, which plat is recorded in Plat Book 54, pages 45, 46, and 47, in the Clerk's Office, Circuit Court, Chesterfield County, Virginia, (the "Property").

NOW, THEREFORE, the Owner does hereby declare that said property is to be held, owned, conveyed, used and occupied subject to the following restrictive covenants which shall run with the land:

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 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 (i) the construction plans and

specifications, including all proposed landscaping and grading and (iii) a plat showing the location of all proposed improvements. No construction shall begin and no portion of the Property shall be graded except in accordance with such approved plans or a modification thereof that has also been approved by the Committee pursuant to separate application therefore.

2. No plans for a primary two-story dwelling shall be approved unless the living area of such dwelling, exclusive of one-story open porches and garages, shall not be less than 2,500 square feet for Lake front dwellings and 2,200 square feet for dwellings not fronting on the Lake; provided, however, that this provision may be waived by the Owner as long as the Owner retains an ownership interest in any portion of the Property. The minimum square footage of one-story dwellings shall not be less than 2,300 square feet for Lake front dwellings and shall not be less than 2,000 square feet for dwellings not fronting on the Lake.

3. Approval by the Committee shall be based upon compliance with the provisions of this Declaration, the quality of workmanship and materials, harmony of external design with surrounding structure, location of improvements with respect to topography and finished grade elevation, the effect of the construction on the outlook from surrounding portions of the Property, the effect of the proposed construction on the natural tree growth and vegetation and all other factors which in the sole opinion of the Committee will affect the desirability or suitability of the property and improvements.

4. Approval or disapproval of applications to the Committee shall be given to the applicant in writing within fifteen days of receipt thereof; in the event the approval or disapproval is not forthcoming within (15) fifteen 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 provided 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 without limitation: (i) failure of the plans to conform to any applicable building codes or (ii) inadequacy or deficiency in the plans resulting in defects in the improvements.

6. The Committee shall consist of three persons. The initial Committee members shall be Philip B. Hoffman, Bob E. Hodges, Sr. and George J. Malcoof. These members may be removed by the Owner with or without cause and all successors shall be appointed by the Owner 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 and such representative shall not be entitled to compensation for his activities hereunder. The architectural guidelines for Bexley West are attached hereto as Exhibit "A."

7. The authority of the Committee hereunder, its procedure and make-up may be modified or abrogated by duly recorded instrument executed by owners of eighty percent (80%) of the lots created on the Property, except as to the rights of the Owner provided in Section 5 hereof.

8. No lot shown on a plat of subdivision of the Property ("Lot") shall be used except for single family 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 outbuildings and other improvements may be constructed if approved by the Committee as hereinbefore provided.

9. 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 sale period.

10. All mailboxes shall be of a standard design with 6 X 6 post. Mailboxes shall be purchased through the Committee. The specifications for the mailbox are attached hereto as Exhibit "B."

11. 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, nor shall any structure of a temporary character be used as a residence; provided, however, that this clause shall not be construed to prevent servants' quarters being installed over a detached garage or other outbuildings constructed with the hereinbefore required approval of the Committee.

12. No trailer, camp, recreational vehicle or boat having a height of five feet or more shall be parked over 12 hours in any one week on any Lot, including any driveway, so as to be visible from any street.

13. 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: (i) they are not raised, bred or kept for commercial purposes and (ii) they shall not become an annoyance or nuisance to other Lot owners.

14. 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 an annoyance.

15. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers maintained in a neat and orderly manner. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition in rear yards only.

16. 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 except that if no lots shown on any such plat have been sold, the Owner may modify same by duly recorded instrument.

17. Each lot shall be maintained free of tall grass, undergrowth, dead trees, weeds and trash and, generally, free of any condition that would decrease the attractiveness of the Property. No cars or other vehicles not in good running order and condition shall be permitted to remain on a lot except in a garage. All buildings on a lot shall be maintained in good condition and appearance.

18. No temporary or above ground swimming pools in excess of 100 square feet shall be permitted on the Property.

19. No more than two unrelated persons shall occupy any dwelling on a lot other than temporary guests.

20. No vehicle shall be parked overnight on any of the streets within the Property.

21. All driveways and set-back lines shall be subject to the approval of the Committee.

22. All exposed foundations of single family residences constructed on the Property shall be of brick, stone, veneer or stucco.

23. The color of all improvements on the Property shall be subject to the approval of the Committee.

24. Enforcement. Enforcement shall be by proceedings at law or in equity, either to restrain violation or to recover damages, against any person or persons violating or attempting to violate any covenant or restriction set forth herein. Failure of any party with an interest in the Property to enforce any covenant or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same.

25. Severability. Invalidation of any of the provisions hereof by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

26. Duration. These provisions are to run with the land and shall be binding on all parties owning portions of the Property and all persons claiming under them for a period of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for additional periods of ten (10) years each unless an instrument signed by a majority of the then owners of Lots has been recorded.

27. Amendment. This Declaration may be modified or amended by duly recorded instrument signed by eighty percent (80%) of the then owners of the Lots and the Owner, as long as it retains any interest in the Property, unless specifically prohibited herein.

GEORGE B. SOWERS, JR. & ASSOCIATES, INC.

BY:

George B. Sowers, Jr.
George B. Sowers, Jr., President

BEXLEY ASSOCIATES OF RICHMOND, INC.

BY:

Bob E. Hodges V.P.
Bob E. Hodges, Vice President

State of Virginia
City of Richmond, to-wit:

The foregoing instrument was acknowledged before me this 7th day of October, 1986 by George B. Sowers, Jr., President of George B. Sowers, Jr. & Associates, Inc. and Bob E. Hodges, Vice President of Bexley Associates of Richmond, Inc.

My commission expires 10-19-88

[Signature]
Notary Public

EXHIBIT "A"

ARCHITECTURAL GUIDELINES FOR BEXLEY WEST

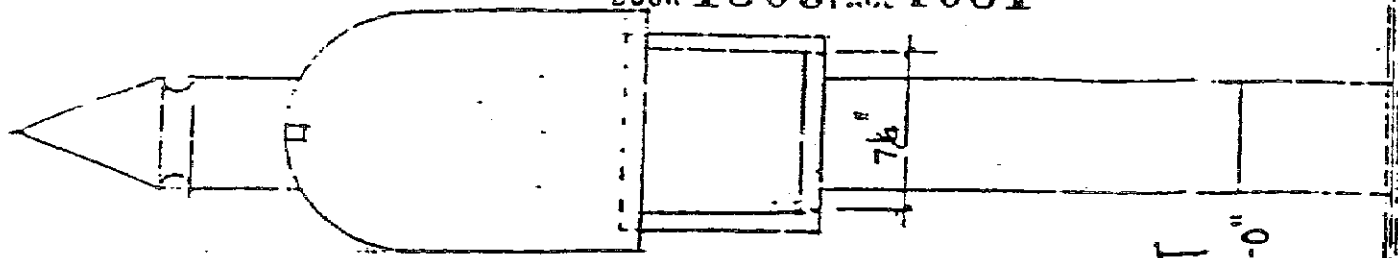
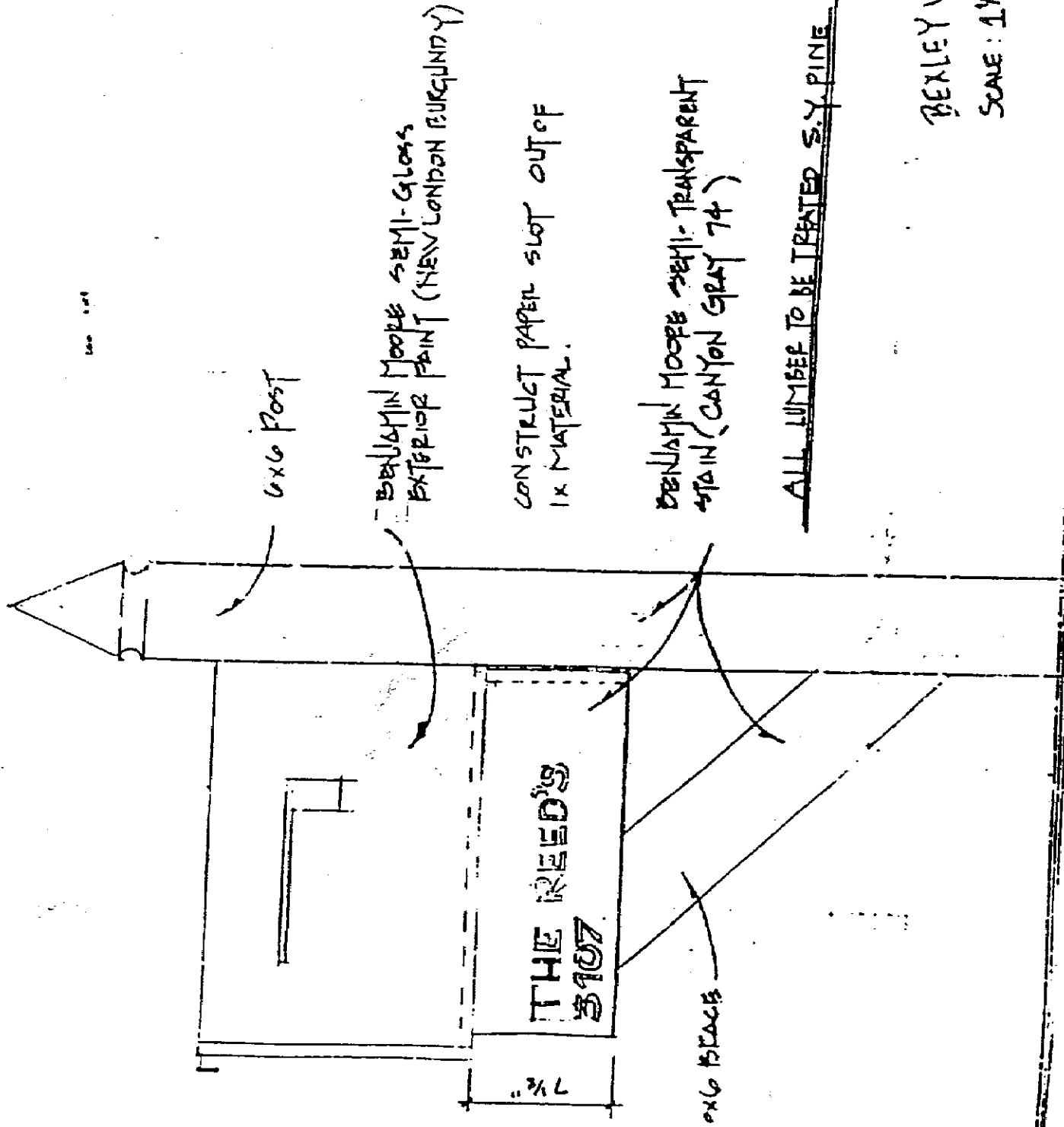
1. A complete set of plans including front, side and rear elevations with appropriate detail will be required to be submitted to the Architectural Control Committee.
2. Simple massing and "clean" designs are desired.
3. Two story houses to have a minimum of 2,500 sq. ft. of area on lake and 2,200 off lake. One story houses to have a minimum of 2,300 sq. ft. of area on the lake and 2,000 off lake.
4. Houses to have a minimum setback of 60 feet from the front property line and 15 feet from the sidelines. Waterfront lots to have a minimum setback of 75 feet from the rear yard and 60 feet on the front yard and 20 feet side yard.
5. All rear decks with street exposure to have 12" brick piers-no wood.
5. Pitch of roof on all traditional two story houses to be no less than 8 to 12.
7. Roof rafters on traditional houses are to be set on a 2' x 4' plate that will sit on the ceiling joist.
8. Windows on traditional houses to have at least 3 over 5 panes on the front.
9. All foundations shall be of brick, stone, veneer or stucco.
10. All exposed flashing to be copper, or baked enamel (brown) aluminum.
11. All garages no less than 20' x 22'.
12. All chimneys exposed from the ground up on traditional houses must be a minimum of 3' above ridge line and minimum 4' wide. All contemporary homes' chimneys must be brick.
13. All roofs to be cedar shake, slate or hendrix tile.
14. All exterior wood steps must have closed risers.
15. All homes to incorporate a minimum landscape allowance (planting) of \$1,000.00 to include treated timbers, shrubs, mulch, etc.
16. Front entry garages will not be permitted.
17. Driveways should curve into the site to provide tree cover between the house and street.

18. Once the lots are cleared, stone needs to be put down immediately to stabilize driveways and reduce mud on streets....etc.
19. Any detached buildings or fencing to be approved by Architectural Control Committee.
20. All wood sided houses should be painted or stained with solid stains. Semi-transparent stains will not be allowed.
21. Window screens, storm windows and storm doors must be anodized bronze or painted to match the trim.
22. The Bexley West Architectural Control Board must approve all brick selections, mortar, exterior colors (including roof materials) and stake-outs before lots are cleared.
23. Standard mailboxes with 6 x 6 post will be used and can be purchased through the Architectural Control Committee.
24. Walk ways must be installed from front door to drive. Material used must be aggregate, brick, or slate in concrete only.

VIRGINIA:

IN THE CLERK'S OFFICE OF THE CIRCUIT
COURT OF CHESTERFIELD COUNTY, THE 14 DAY
OF OCT 1996, THIS DEED WAS PRESENTED
AND WITH THE CERTIFICATE.....ADMITTED TO
RECORD AT 11:11 O'CLOCK. THE TAX IMPOSED
BY SECTION 58.1-802 IN THE AMOUNT OF
\$.02 HAS BEEN PAID.

TESTE: RONALD P. LIVINGSTON, CLERK



BEXLEY WEST
SCALE: 1 1/4" = 1'-0"

Bexley West
Community Association
Declaration of
Covenants

January 23, 2007

Dear Bexley West Residents:

The Board is pleased to announce that we have completed the construction of a Lake Access Path for Bexley West Homeowners. This path, which will take you to the Association's Property and the dam between the Upper and Lower Beaver Ponds, starts between the two homes at 2701 St. Regis Drive and 2703 St. Regis Drive at the boardwalk.

Important Note: This boardwalk and path are constructed on a 10 foot easement. Part of the access is a boardwalk. Beyond the boardwalk, the rest is a natural path that extends 10 feet inward from the lake's edge (along the back property line at 2703 St. Regis Drive). Beyond 10 feet is **trespassing**. Upon reaching the end of that homeowner's property, you will be on the Association's Property, and the 10 foot restriction does not apply.

So that the homeowners who live along the path can continue to have quiet enjoyment of their properties, and for the safety and security of the neighborhood as a whole, the Board is sending this written notification to all residents. This notice contains the rules of use for the Association property and pathway:

- The property is closed from 7PM thru 6AM, October 1 thru April 30
- The property is closed from 9PM thru 6AM, May 1 thru September 30
- The path is for use by Bexley West Residents and their escorted guests only
- These rules will be strictly enforced, and trespassers will be prosecuted
- No motorized vehicles of any type are permitted on the path or dam
- No inline skates, skateboards, or any other type of skating product are permitted
- No alcohol is to be consumed while on Association property
- Use of the path and property are at your own risk

Please remember "ABC": Always Be Considerate. Please do not loiter, do not litter, and please keep noise at a minimum while near any private residence. These rules are in addition to the rules of use that can be found in the Property Disclosure Package, Article VI – Restrictions For The Lake – Declarations of Covenants - which everyone received at the time they purchased their home in Bexley West.

The Board has unanimously decided to take a very strong position with a zero tolerance policy with regard to the posted guidelines for use of the Association property. Our goal is to provide a safe place where our residents can finally enjoy the opportunities provided by the lakes - fishing, boating, picnicking and walking.

Please use it responsibly. Enjoy the lakes!

Sincerely,
The Bexley West Board of Directors