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KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned, MEADOWBROOK ESTATES, INCORPORATED, a Virginia Corporation, is the owner of all lots in the Plan of Meadowbrook Estates, Section D, made by J. K. Timmons & Associates, dated September 15, 1968, and recorded March 6, 1969, in Plat Book 17, pages 10 and 11, in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia; and

WHEREAS, in order to provide and insure all lot purchasers a uniform mode of development as to the aforesaid lots, the undersigned desires that all of the said lots be sold subject to certain restrictive covenants, conditions and easements.

NOW, THEREFORE, the undersigned does hereby declare and make known that said lots are held by it subject to the following covenants, easements, rights of way and restrictions which shall run with the land and which shall be binding on the undersigned and all persons, firms, and corporations claiming under it for so long as the same shall apply, as provided herein,

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot or building-site, other than one detached single family dwelling not to exceed two and one-half stories in height, and a private garage for not more than three cars. A building-site, as used in these restrictions, shall constitute the equivalent of at least one full lot, and when applicable the words "building-site" and "lot" shall be interchangeable.
2. No building, fence, wall, out-building or other structure shall be constructed, erected, placed or altered on any lot until the construction plans and specifications thereof and a plan showing the location thereof shall have been approved by the Architectural Committee hereinafter established as to quality and types of materials, harmony of external design with existing structures, and location with respect to topography and finish grade elevation. No fence or wall not constituting part of a building shall be erected, placed, or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. The approval aforesaid shall be as provided in paragraph No. 8 hereof.
3. No building shall be erected, placed or altered, on any lot unless it has a minimum floor area, including the walls proper of the house, but exclusive of open porches, pergolas, attached garages or carports, or similar exterior thereof, as follows:
  - a. Single floor residence, a minimum of 1450 square feet.
  - b. One and one-half story residence, a minimum of 1200 square feet on ground floor.
  - c. Residence of more than one and one-half story, a minimum of 900 square feet on ground floor.
  - d. Split-level residence, a minimum of 1800 square feet.Second floor area must be connected to the ground floor by a permanent stairway.
4. Only one residence shall be erected or placed on a single lot.
5. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the plat.
6. 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.

7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building, shall be used on any lot at any time as a residence either temporarily or permanently.

8. The Architectural Control Committee shall be composed of the President and any two members of the Board of Directors of Meadowbrook Estates, Incorporated. A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the Board of Directors of Meadowbrook Estates, Incorporated, shall designate a successor.

The Committee shall have the complete authority to approve or disapprove any construction and the Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction or alteration, approval will not be required and the related covenants shall be deemed to have been fully complied with.

9. 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 therefor.

10. 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, and one sign of not more than five square feet by a builder to advertise the property during the construction and sales period.

11. 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 therein if they are not kept, bred, or maintained for any commercial purpose.

12. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. No rubbish, trash, garbage, or other waste shall be kept on any lot 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 in rear yards only.

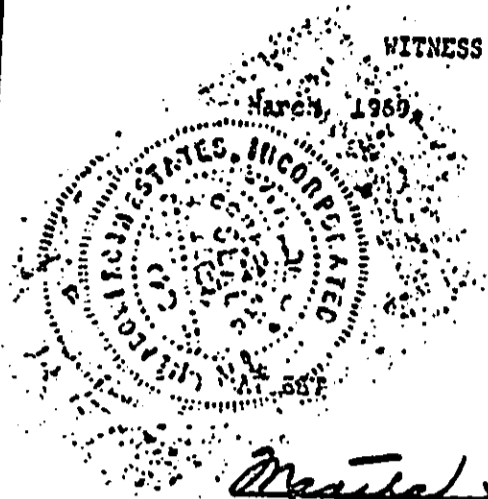
13. No dwelling or any lot shall be used for residential purposes prior to installation therein of water flushed toilets and all bathroom toilets and sanitary conveniences shall be inside the buildings permitted hereunder. All bathrooms, toilets or sanitary conveniences shall be connected to septic tanks or sanitary sewers, constructed to standard FHA specifications and approved by State and Local Health authorities.

14. Invalidation of any of these covenants or conditions by court adjudication or otherwise shall in no wise modify, affect, or invalidate any of the other covenants and conditions herein contained, which shall remain in full force and effect.

15. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until April 1, 1994 after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots record an agreement, agreeing to change said covenants in whole or in part.

16. Meadowbrook Estates, Incorporated, or any corporation, person or persons, authorized to approve plans and specifications as set forth in paragraph No. 8 hereof, may waive, in writing, the violation of any of these restrictions or the violation of any building line required or set out on the recorded plat of Meadowbrook Estates, Incorporated, Section D, and the same person or corporation may amend, modify or waive, in writing any of the above restrictions on lots which may be, at that time, owned by Meadowbrook Estates, Incorporated, and together with the written consent of the then lot owner, may amend, modify or waive, in writing, any of the above restrictions on lots which have been sold.

WITNESS the following signatures and seal, this 18th day of



MEADOWBROOK ESTATES, INCORPORATED

By W. S. Carnes  
President

Martha S. Carnes  
Secretary

STATE OF VIRGINIA,  
COUNTY OF CHESTERFIELD, to-wit:

I, Annie J. Jones, a Notary Public, in and for the County of Chesterfield, in the State of Virginia, do hereby certify that W. S. CARNES and MARTHA S. CARNES, President and Secretary, Respectively, of MEADOWBROOK ESTATES, INCORPORATED, whose names as such are signed to the foregoing Declaration of Restrictions bearing date on the 18th day of March, 1969, have each acknowledged the same before me in my County aforesaid.

GIVEN under my hand this 21 day of March, 1969.

My commission expires on the 2 day of July, 1971.

Annie J. Jones  
Notary Public

VIRGINIA:  
In the Clerk's Office of the Circuit Court of Chesterfield County, this 25<sup>th</sup> day of March, 1969, this Deed was presented and with the certificate \_\_\_\_\_, admitted to record at 2:45 o'clock P.M.

Teste: Wm. J. Daniels Clerk