

DECLARATION OF RESTRICTIVE COVENANTS,
CONDITIONS AND EASEMENTS ON PROPERTY
OF OLD GUN RIVER CORPORATION.

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KNOW ALL MEN BY THESE PRESENTS:

That OLD GUN RIVER CORPORATION, a Virginia corporation, does hereby impose and establish the restrictive covenants, conditions, and easements hereinafter set forth upon all of the property acquired by Old Gun River Corporation by deed from Gordon H. Andrews, Administrator c. t. a of the will of Shirley Donati Bourne, dated September 15, 1959, recorded September 21, 1959, Clerk's Office, Circuit Court, Chesterfield County, Virginia, being three (3) parcels of real estate lying and being in Midlothian Magisterial District, Chesterfield County, Virginia.

1. That all the said land described in the deeds from said Corporation, except such part thereof as shall be set aside for roads and rights-of-way, or recreational areas, shall be used for residential purposes and no other purposes whatsoever.
2. That said Corporation will develop the said land in parcels or lots of such dimensions as it shall deem suitable provided however, that it will not sell for building purposes, any lot that does not contain 40,000 square feet and that does not comply with R-A Zoning, Chesterfield County.
3. That not more than one residence be erected or placed on any single parcel sold by said Corporation and that such residence shall be a single family house and not be occupied by more than one family, but private garages with or without living quarters for employees of the owner may be constructed, or special living quarters without garages for domestic employees of the owner may be constructed and such other structures for ornamental or, other uses, as are commonly placed on such residential property, are not prohibited.
4. That no residence shall be erected or placed on any parcel of said land sold by this corporation that contains less than 2,000 square feet of living space; further, that no residence or other structure, including fences, shall be erected, except according to plans (including grading plan, color scheme, location and planting plans), which shall first be approved in writing by the corporation or its successors.
5. That no sanitary arrangements whether septic tanks or otherwise shall be installed or materially altered, and no drains be changed unless the same shall be first approved by the corporation or its successors.

6. That all plans of construction and location of all buildings must comply with the County regulations of R-A Zoning as a minimum and must further be approved by the corporation.
7. That all such above plans, when submitted, must include a plan of screening service areas from road, and neighbors view. Such screens may be planned as fences, walls, or hedges.
8. That the premises herein conveyed shall not be used or permitted to be used for manufacture of sale of merchandise of any kind. Any advertising device, boarding houses, or any commercial use whatsoever is barred and shall be deemed a nuisance and injurious to the property and to other owners of land within the subdivision and may be restrained by the injunction or other process of law.
9. That all roads now or hereafter laid out or on the land described in the deeds from Old Gun River Corporation shall remain open for appropriate street purposes and used for the use and benefit of the grantees herein as an appurtenance to the land hereby conveyed in common with said grantor, its successors and assigns including in such uses the right to use said roads for the convenient enjoyment of their land by way of suitable drains, water and gas pipes, poles, wires, and conduits for electric and telephone service and other usual servitudes as are now or hereafter shall be incidental to public highways. If and when such roads are accepted by the County of Chesterfield, this provision may be omitted from any deeds executed and delivered subsequent to the acceptance of said roads by said state. This restriction shall have force and effect until such time as said roads become officially dedicated and accepted as public rights of way, and thereafter this restriction shall cease and terminate.
10. That after 30% of all the lots now laid out for residential purposes have been sold, the corporation will accept to the Committee, formed by the corporation, for approving building plans as prescribed in paragraph (4) above and to the committee controlling the use of the recreational area, two lot owners, elected by the lot owners to act as full committee members in their functions. When 75% of the lots have been sold, an additional lot owner will be accepted to the committee. Upon complete sale of all lots, the committee will be formed of lot owners only.
11. That all the conditions, covenants and stipulations set forth herein, shall be and will remain applicable to and run with all the land described in the deeds from said corporation and every part thereof, and for or against the owner of any interest therein, his heirs and assigns, but said corporation for itself, its successors and assigns, nevertheless, hereby covenants with the said grantees, their heirs and assigns, to incorporate the same terms in every contract to sell and every deed of interest in said land described in said deeds, from said corporation and any part which it may enter into or execute and to comply in every respect in its capacity as owners of the remaining portion of the premises described in said deeds with the terms herein

expressed or intended as covenants by said corporation during its ownership of any interest in any part.

- 12. All original purchasers of lots or parcels of said land shall have membership in the Marina and Recreational Facilities. All repurchasers when approved by the corporation or the committee shall likewise have membership.

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(Many thanks to Sam Epes!!! He has an original copy of the restrictive covenants, which are re-typed above.)

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