

**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR GATES BLUFF**

765662276700000

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made and executed this 25th day of June, 1990, by LAVEER PROPERTIES/R LIMITED PARTNERSHIP, a Virginia limited partnership (the "Owner").

RECITALS

A. The Owner is the fee simple owner of certain real property located in Chesterfield County, Virginia, all as more particularly described on Exhibit A attached hereto and made a part hereof (which real property and any additional real property subjected to this Declaration in accordance with the provisions hereof are hereinafter referred to as the "Property") and desires to provide for the orderly development of a residential community thereon.

B. The Owner desires to subject the Property to the covenants, conditions and restrictions as hereinafter set forth for the benefit of the Property and each subsequent Owner of portions thereof.

HOW, THEREFORE, the Owner hereby declares the Property is and shall be held, transferred, sold, conveyed, occupied and used subject to the covenants, conditions and restrictions, hereinafter set forth, such covenants, conditions and restrictions to run with, bind and burden the Property for and during the period of the time hereinafter specified.

A. Additions to the Property by Owner: As long as the Owner owns a portion of the Property or any other real property in the general area of the Property, the Owner may submit additional real Property to the provisions of this declaration by filing a supplement hereto in the appropriate Clerk's Office.

B. Architectural Control Committee:

1. No building, structure, outbuilding, antennae, fence columns, wall, improvement, and /or addition 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 and except as noted in Section C).

B. Architectural Control Committee, continued:

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 (1) the construction plans and specifications, including all proposed landscaping, grading and exterior colors, and (2) a site plan 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 modifications thereof that have also been approved by the Committee pursuant to separate application therefore.

2. No plans for a primary dwelling shall be submitted for such approval unless the living area of such dwelling, exclusive of one-story open porches and garages, shall exceed 1800 square feet for one-story residences, and 2,000 square feet for two-story residences, provided, however, that this provision may be waived by the Owner in certain instances as long as the Owner retains an ownership interest in any portion of the Property.

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 structures, 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, and all other factors which in the sole opinion of the Committee will affect the desirability or suitability of the proposed improvement.

4. Approval or disapproval of the application by the Committee shall be given to the applicant in writing within sixty days of receipt thereof; in the event the approval or disapproval is not forthcoming within sixty 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 provision 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: (1) failure of the plans to conform to any applicable building codes, or (2) 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 E. Bryson Powell, R. Lewis Boggs, and James Schnell. 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 a ownership interest in the Property and thereafter as the Owners of portions of the Property shall determine among themselves. The Committee may designate a representative to act in its behalf and such representative shall not be entitled to compensation for his/her activities hereunder.

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 of the lots created on the Property, except as to the rights of the Owner provided in Section 6 hereof.

C. Restrictions

1. No lot shown on a plat of subdivision of the Property ("lot" or "lots", as applicable) shall be used except for 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 outbuilding and other improvements may be constructed if approved by the Committee as hereinbefore provided.

2. 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 rent and signs used by a builder to advertise the lot during the construction and sales period.

3. No trailer, mobile home, tent, shack, garage, barn or other outbuilding erected on any lot shall at any time be used as a residence, temporarily or permanently, or 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 outbuilding constructed with the hereinbefore required approval of the Committee.

4. Boats, boat trailer, campers, recreational vehicles, oversized vehicles, or utility trailers may not be maintained on a residential lot unless they are in a garage or an approved enclosed or screened area. Plans for such enclosed or screened in area delineating size, design, specifications, exterior color, or finish, and location must be approved by the Architectural Control Committee prior to construction. Approval of the above enclosed or screened area will be made on a case by case basis depending on location, topography and affect on adjacent properties.

5. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot with the exception of dogs, cats and other household pets, provided (1) they are not raised, bred, or kept for commercial purposes and (2) they shall not become an annoyance or nuisance to other lot owners.

6. No mailbox shall be erected or maintained on any Property until the proposed mailbox design, color, and location have been approved in writing by the Committee. Refusal or approval of design, color, or location may be based by the Committee upon any ground, including purely aesthetic considerations, which in the sole and uncontrolled discretion of the Committee seems sufficient. No alteration in the exterior appearance of any mailbox shall be made without like prior written approval by the Committee. The Committee further reserves the right to establish uniform mailbox regulations (the "Uniform Mailbox Regulations") which shall define standard design criteria for all mailboxes erected upon the Property. The Uniform Mailbox Regulations (as set and approved by the Board of Directors on July 24, 2007) shall be the following:

- Mail post shall be the standard Gates Bluff 4 X 4 mail post, painted gloss bright white with brass numbers.
- Mail post cap shall be brass, copper, or verdigris in color.
- Mailbox shall be the standard large mailbox, dimensions 15" H, 11" W and 23 1/2" D, painted gloss black.

7. No obnoxious or offensive activity shall be allowed upon any portion of the Property, nor shall anything be done thereon, that may be or become a nuisance or annoyance.

8. 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.

9. No individual sewerage 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 and local public health authorities. Approval of such systems as installed shall be obtained from such authorities.

10. (As approved by a majority of the Gates Bluff Community Association on February 21, 2013) Each house generally should be free of any condition that would decrease the attractiveness and devalue the Property. (Examples but not limited to: roof top algae, peeling paint, mold, mildew, window unit air conditioners etc.) Each lot shall be maintained free of tall grass, weeds, trash and yards are to be mowed on a regular basis. Each property owner is expected to maintain the area between their individual property and street.

11. No clearing of trees 5" in diameter or larger may take place on a lot unless it is within 10' from the proposed or existing house on said lot, without approval from the Committee.

12. Clotheslines will not be permitted unless they are in a fenced area. The fence and location must be approved by the Committee.

13. The exterior of all houses and other structures must be completed within (1) year after the construction of the same shall have commenced, except where such completion is possible or would in great hardship to the Owner or builder due to strikes, fires, national emergency, or natural calamities. Houses may not be temporarily or permanently occupied until the exteriors thereof have been completed. During the continuance of construction the Owner of the lot shall require the contractor to maintain the lot in a reasonably clean and uncluttered condition.

14. The Owner, while it may during the course of the development of the Property subject or to be subjected to the covenants, conditions, and restrictions herein set forth, may undertake to maintain certain areas within the rights if way and/or easements within the Property. Said conduct on the part of the Owner shall not be deemed to impose any continuing liability on the Owner to do so and the Owner reserves to itself at all times the right to discontinue any such maintenance.

15. At a time to be solely determine by the Committee, the architectural control of improvements on existing residences (i.e., additions, modifications, fences and outbuildings) shall become the responsibility of the Gates Bluff Homeowners Association (The Association). However, at no time will the Association be responsible for the architectural control of new homes to be constructed.

16. (As set and approved by a majority of the Gates Bluff Community Association on February 18, 2009) Any homeowner may display one (1) portable, removable flag, not larger than 4 1/2 feet by 6 feet, that represents the United States, State of Virginia, college or university, Army, Navy, Air Force, Marine Corps, Coast Guard, or a POW-MIA flag. Such flag must be displayed correctly and respectfully.

Any homeowner may erect one (1) freestanding flagpole, no more than 20 feet high. The flagpole must not interfere with sightlines at intersections, be erected upon an easement, nor within 15 feet of a neighboring property line. The flag for such pole should be no larger than 4 1/2 feet by 6 feet and meet the same criteria as the portable, removable flags stated above (type of flag and respectfully and correctly displayed). The Board reserves the right to approve the location on the property

The flagpole should be constructed of aluminum and colored silver or white. The flagpole should be constructed so that it does not emit any sound (i.e. metal clanging) or have electrical lighting, or other attachments having nothing to do with the flag.

Flagpole proposals should be submitted to a Board Member on the Architectural Review Application Form.

D. MISCELLANEOUS:

1. Enforcement: (As approved by a majority of the Gates Bluff Community Association on February 21, 2013) 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. In the event a homeowner does not respond to the covenant notice letters citing violations or nonconforming items, additions improvements and take corrective action requested in the notice letter, the Association may exercise its rights under the Virginia Property Owners Association Act to enforce compliance. If a homeowner takes no action to respond or correct the violations cited in the notice letters, the Association may assess a charge of up to \$10.00 per day for every day the violation continues. The Covenants provide that these fines become a lien against the property, which means the total unpaid fines must be paid before the property may be sold.

If an action at law against a homeowner is required to correct a Covenant violation the Association may bring an action at law to recover such cost, plus the cost of preparing the filing of the complaint in such action and reasonable attorneys fees, plus all cost related to bringing the action.

2. 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.

3. 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 25 years from the date this declaration is recorded after which time covenants shall be automatically extended for additional periods of ten years each unless an instrument signed by a majority of then Owners Lots has been recorded.

4. This Declaration may be modified or amended by duly recorded instrument signed by 80 percent of the then Owners of the lots and the Owner, as it retains any interest in the Property, unless specifically prohibited herein.

BK 10098 PG 0736

IN WITNESS WHEREOF, the Owner has caused this Declaration to be executed in its name by its duly authorized officer.

LAVEER PROPERTIES/R
LIMITED PARTNERSHIP,
a Virginia limited partnership

By
James M. Schnell
Managing General Partner
Originally on_06/25/1990

STATE OF VIRGINIA
COUNTY OF CHESTERFIELD, to-wit:

The foregoing instrument was acknowledged before me in the county
and State aforesaid, this 5th day of March ²⁰¹³ by Ellis B. Grady, Jr.
Vice-President, Gates Bluff Community Association, 8201 Gates Bluff Place,
Chesterfield, VA 23832

My Commission expires: 11-30-2016

Notary Public: *Bobby Largent*

BOBBY L LARGENT
NOTARY PUBLIC
REGISTRATION # 7523240
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
11-30-2016

Signature Ellis B. Grady Jr.

INSTRUMENT #10891
RECORDED IN THE CLERK'S OFFICE OF
CHESTERFIELD ON
MARCH 7, 2013 AT 09:51AM

JUDY L. WORTHINGTON, CLERK
RECORDED BY: SWB