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CIRCUIT COURT CLERK  
CHESTERFIELD CO., VA

**DECLARATION OF RESTRICTIONS FOR  
SAPPONY CREEK FARM SUBDIVISION**

**THIS DECLARATION** is made and executed this 30th day of April, 2004 by **W. V.**

**McCLURE, INC., a Virginia Corporation, t/a Main Street Homes** (hereinafter "Declarant" and "Owner"), GRANTOR.

**WHEREAS**, the Owner is the fee simple owner of certain real property located in Chesterfield, Virginia, known as Parcels 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 18 and 19 (which real property subjected to this Declaration in accordance with the provisions hereof, but not including any portions of such property deleted from the provisions hereof as hereinafter provided, are hereinafter referred to as the "Property") as shown on plat recorded in Chesterfield Circuit Court Clerk's Office, Virginia in Plat Book 131 at Page 51 and at Plat Book 137 at Page 70, and desires to provide for the orderly development of the Property.

**WHEREAS**, the Owner desires to subject the Property to the restrictions hereinafter set forth for the benefit of the Property and each owner of portions thereof.

**NOW, 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 to run with, bind and burden the Property for and during the period of time hereinafter stated.

1. No structure shall be built on said lot except in accordance with the plans, and specifications approved by the Architectural Control Committee, composed of W. Vernon McClure, Jr., his successors, or assigns, as to quality of workmanship and materials and harmony of exterior design with existing structures. At such time as the Declarant no longer owns any interest in the subject property, or at such earlier time as the declarant may agree in writing, the Architectural Control Committee shall be selected by a majority of the owners of lots in the subject property with each lot being entitled to one vote. If the Architectural Committee does not approve or disapprove plans and specifications within 30 days after actual receipt of such, such plans and specifications shall be deemed to be approved.
2. Architectural Control Committee approval shall be required for all house plans, site plans, exterior colors, any detached buildings and/or fences and landscaping plans.
3. Foundations shall be only of brick, stone, stucco or other material approved by Architectural Control Committee. Exterior siding must be brick, stucco, stone or

vinyl, or other material approved by the Architectural Control Committee. The restrictions contained in this Paragraph 3. may be waived by the Architectural Control Committee in its sole discretion as to accessory structures which are not attached to the main dwelling.

4. The main or principal dwelling shall have not less than two thousand five hundred (2500) square feet for the two story dwelling or two thousand (2000) square feet for the one story dwelling and the principal dwelling and other outbuildings shall be of such construction and material as may be compatible with existing buildings in the locality.
5. All roofs shall have at least thirty (30) year dimensional roof shingles and the roof must have a minimum of twelve (12) inch overhang on front. Roof pitch shall be at least 8/12 unless approved by Architectural Control Committee.
6. No trailer, tent shack, garage, barn or other outbuildings erected on a lot shall be at any time used as a residence, temporary or permanent, unless approved by Architectural Control Committee. Any recreational vehicles, oversized trucks, campers, boats parked on lot(s) must be approved by the Architectural Control Committee and screened in an approved acceptable manner.
7. No junked vehicles or vehicles without current license, and county stickers shall be allowed on lot or parcel or parked in street.
8. All lots shall be for residential use only with no commercial structures or businesses allowed on lot with the exception of structures or businesses approved by Architectural Control Committee in its sole discretion and which are related to equestrian activities, including, but not limited to grooming and boarding of horses, riding camps or riding lessons.
9. Lots may only be subdivided in compliance with applicable County ordinances. If a lot is ever subdivided, such subdivided parcels shall be subject to all restrictive covenants set forth herein.
10. No building or structure shall be built closer to the road on which it fronts and no building structure shall be built closer to any property line other than the restrictions prescribed by the then existing county zoning and building ordinances allow.
11. 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.
12. Each and every covenant, condition, and easement 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.

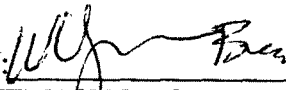
13. Invalidation of any one of these covenants or conditions by Court adjudication or otherwise shall in no way modify, affect, or invalidate any of the other remaining covenants and conditions herein contained.
14. Declarant further hereby creates Joint driveway easements as shown on the plats referenced in the first paragraph of this document to be shared between Lots 1 and 2, 3 and 4, 5 and 6, 7 and 8, 9 and 10, 11 and 12, 13 and 14, 15 and 16, 17 and 18, 19 and 20, respectively. The owners of the lots encumbered by shared joint driveway easements as shown on the previously referenced plats shall share equally the expense of maintenance and repair of the driveway in the shared easement area.
15. Grantor hereby establishes pedestrian and equestrian use easement on the Property as described hereinafter. The easement shall be forty feet (40') in width along Beaver Bridge Road and thirty feet (30') in width in all other locations. The easement begins at a point on the extreme northern corner of Parcel 19 lying on Beaver Bridge Road then runs across the front of Parcels 19 through Parcel 1, inclusive, directly adjacent and contiguous to Beaver Bridge Road to a point on the extreme southeastern corner of Parcel 1 located on Beaver Bridge Road then in a northwestern direction along the southern exterior boundary of Parcels 1, and Parcel 4, to the extreme most exterior southern corner of Parcel 4. Said easement shall also extend from a point on Beaver Bridge Road southwesterly along the common boundary line between both Parcels 5 and 6 and Parcels 4 and 10 (15' to either side of said common boundary line) the intersection of said common boundary line with the eastern boundary of Parcel 12 then in southeasterly direction along the entire common boundary between Parcels 4 and 12 (15' to either side of said common boundary line). This easement shall be covenant running with the affected Parcels and are intended for the benefit of the present and future owners, their guests and invitees, of any lot (Parcels 1-19) Sappony Creek Farm subdivision. The easement is recreational in nature for purposes of walking, jogging, running, bicycling, and horseback riding but specifically excludes any motorized vehicles of any kind; except for use of such vehicles for maintenance purposes only. Any owner or owners of any Parcels 1 through 19 may enter the easement area to make reasonable maintenance of any trails of their own expense as they see fit, provided that no paved or concrete trails may be installed except by written consents of the owners of all of Parcels 1 through 19 which consent shall be recorded as an amendment to these restrictions. All owners and their families assume the risk of the use or maintenance of the trail easement areas and will hold other property owners harmless and indemnify them against all liabilities for injury or damage they or their families, guests or invitees, may incur during such use or maintenance. Declarant anticipates the acquisition of Parcel 17 and reserves the right to create a similar easement on Parcel 17 for the benefit of the other Parcels in

Sappony Creek Farm, as well as the right to encumber Parcels 1-16, inclusive, and Parcels 18 and 19 for the future use and benefit of Parcel 17 with the same pedestrian and equestrian easement rights outlined herein.

16. The covenants and conditions herein contained, unless expressly released or modified, shall run with the land and shall be binding upon the owner or owners of each and every lot, and all parties claiming through or under each such owner or owners for a period of twenty-five (25) years from the date of the recordation hereof, after which period such covenants and conditions shall be automatically extended for successive periods of ten (10) years each, unless, prior to the expiration of said period, an instrument executed and acknowledged by the then owners of the majority of all the lots, be recorded in the appropriate Clerk's office revoking the said covenants and conditions, at which time the covenants and conditions shall cease and have no further effect at the end of the applicable extension period.
17. Declarant reserves the right to add additional Parcels of land the restrictions and benefits created in this Declaration by Amendment recorded in the Clerk's Office Circuit Court of Chesterfield County, Virginia.

**WITNESS** the following signature and seal:

W. V. McCLURE, INC.

BY:  (SEAL)  
VERNON McCLURE, JR., President

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

The foregoing instrument was sworn and subscribed to before me this 30<sup>th</sup> day of April, 2004, by W. Vernon McClure, Jr., President of W. V. McClure, Inc., a Virginia corporation.

My commission expires: 1-31-07

Kathy A. Kiser  
NOTARY PUBLIC

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INSTRUMENT #23344  
RECORDED IN THE CLERK'S OFFICE OF  
CHESTERFIELD CO  
APRIL 30, 2004 AT 12:03PM  
JUDY L. WORTHINGTON, CLERK

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