

**PROPOSED DECLARATION OF COVENANTS,
EASEMENTS, CONDITIONS AND RESTRICTIONS**

**APPLICABLE TO
BEAUMONT on the JAMES**

THIS DECLARATION, made as of this 1st day of December, 2016 is made expressly for the conveyance of property known as Beaumont on the James by Douglas Layne and Calvin Layne, developers, to prospective Beaumont of the James owners, provides that:

WHEREAS, Beaumont on the James is a community of fine residential properties situated in the Michaux Magisterial District of Powhatan County, Virginia on the west side of State Highway Route 522 and north of Beaumont Road. It is designed to fit the tastes of persons who appreciate comfortable living, congenial associations and who find pleasure and recreation of rural riverfront activities. To foster these objectives, the use of the land is made subject to the following easements, conditions and restrictions:

SECTION: (A) - EASEMENTS

Public Utilities consists of easements necessary, included but not limited to power lines, communications, sewage and water, and their maintenance thereof, across, over and under the surface of the land hereby conveyed which lies within ten (10) feet of any boundary line is reserved to Beaumont on the James and their assigns.

SECTION: (B) – CONDITIONS and RESTRICTIONS

1. No re-divisioning or subdividing of any kind is allowed.
2. All tracts shall be used for residential and related purposes exclusively.
3. No shop, store, factory or business home of any kind, nor any hospital, asylum or institution shall be erected in or on any land in Beaumont on the James.
4. Construction on lots in Beaumont on the James is limited to one single family dwelling with appropriate outbuildings, such as a detached garage or livestock barn.
5. Any dwelling or building constructed on any lot in Beaumont on the James shall have an exterior finish of brick, stone or weather-boarding or wood siding of "Grade B" or better, which woodwork would be painted or stained. No cinderblock or concrete block exteriors are permitted, unless finished with appropriate facing. Outbuildings may be constructed of either types of clapboard or masonry, provided, however the outside walls of all buildings shall be painted or stained and finished with work performed on such buildings in a workmanlike manner.

6. No building on any lot in Beaumont on the James shall be closer than fifty (50) feet to the front property line or closer than twenty-five (25) feet to any side property line.
7. All building in Beaumont on the James shall be covered with permanent type roofing of slate, high quality asbestos shingles, tile or other equal or similar roofing.
8. The main dwelling shall not have less than seventeen hundred (1700) square feet of living floor space on the first floor and not less than three thousand (3000) square feet of living space in the total main dwelling, exclusive of garage, porch and basement and the main dwelling must be constructed prior to, or simultaneously with, the construction of any outbuildings.
9. The exteriors of all houses and structures must be completed within one (1) year after the construction of same shall have commenced. During the construction of structures, the owner of the tract shall require the contractor to maintain the tract in a reasonably clean and uncluttered condition.
10. No individual sewage disposal systems shall be permitted on any lots unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the proper state and local health authority. Approval of such systems as installed must be obtained by the lot owner from such authority.
11. All connections to the main dwelling or any outbuildings for electric, telephone and water and sewer utility service lines and connections, including wires, cables, pipes, mains and fuel tanks or other similar storage receptacles shall be installed underground in conformity with specifications, regulations by the appropriate utility or governmental authority.
12. All fences must be constructed of wood or ornamental metal materials.
13. No animals or fowls may be kept on the property, or in any building thereon, except that horses, dogs, cats and household pets for non-commercial purposes may be kept in reasonable numbers. In no case will dog kennels or breeding establishments be permitted.
14. No use shall be made of the property or easements which constitute a nuisance or which depreciate or adversely affects land values within the development.
15. No garbage, trash or refuse shall be disposed of in the waters or river. No land within Beaumont on the James shall be used or maintained as a dumping ground for garbage, refuse or trash.

16. Each tract owner shall provide fencing or shrubbery to screen garbage receptacles, or similar storage receptacles and other unsightly objects in order to conceal them from view from Beaumont Road and adjacent properties.
17. No house trailer or other temporary structure shall be placed on lots within Beaumont on the James, provided that this restriction shall not apply to temporary trailers used by construction of the main dwelling.
18. No trailer, tent, barn or other building shall be used as a residence.
19. No unlicensed automobiles, trucks or similar vehicles shall be kept or maintained on any tract. All large vans, (horse, etc.) boats and trailers, and recreational vehicles must be parked in the rear of the main dwelling.
20. No hunting shall be permitted on the property nor shall the discharge of firearms permitted, except in the lawful defense of person or property.
21. Shared easements are assigned to owners of Lot 2 and Lot 3 for the mutual enjoyment and joint maintenance of the natural pond located on these lots.

SECTION: (C) – ARCHITECTURAL REVIEW

No building shall be erected, placed or altered on any lot in Beaumont on the James until the construction plans and specifications and a plan showing the location of the structure has been reviewed and approved by the developers.

SECTION: (D) – TIME LIMITATION

Any of the restrictions or provisions outlines herein may be altered, changed or removed with the consent and approval, in writing, and recorded as deeds are recorded, of the owners of two-thirds of the six (6) lots in Beaumont on the James.

The covenants, conditions and restrictions herein contained shall be assigned to Beaumont on the James lots and shall be binding upon each and every subsequent owner for a period of twenty (20) years from the recording of this instrument, after which period such covenants, conditions and restrictions shall automatically extend for successive periods of twenty (20) years, unless rescinded by not less than four (4) owners by written notice to lot owners.