

DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
BRANCHWAY FOREST

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS is made and executed this 3rd day of February, 1993, by the R. C. GOODWYN FAMILY TRUST, N. B. GOODWYN and ARCHIE H. GOODWYN, trustees, 3600 Goodwyn Road, Powhatan, Virginia 23139, and by N. B. GOODWYN and JEAN GOODWYN, 1570 Lake Randolph Road, Powhatan, Virginia 23139.

RECITALS

A. The R. C. Goodwyn Family Trust, N. B. Goodwyn, and Jean Goodwyn (herein referred to as "The Owners") are the fee simple owners of certain real property located in Powhatan County, Virginia, as described on Exhibit A attached (which real property and any additional real property subjected to this Declaration are herein referred to as "the Property") and desire to provide for the orderly development of a residential community on the Property.

B. The Owners desire to subject the Property to the covenants, conditions, and restrictions as set forth in this Declaration for the benefit of the Property and each owner of portions of the Property.

NOW, THEREFORE, the Owners hereby declare that the Property is and shall be held, transferred, sold, conveyed, occupied, and used subject to the covenants, conditions, and restrictions set

forth in this Declaration, such covenants, conditions, and restrictions to run with, bind, and burden the Property for and during the period of time specified in this Declaration.

A. Additions to the Property. As long as any Owner owns any additional real property in the general area of the Property described in Exhibit A, the Owner of such additional real property may subject that additional real property to the provisions of the Declaration by filing a supplement to this Declaration in the appropriate Clerk's Office.

B. Architectural Control Committee.

1. No building, structure, outbuilding, antenna, fence, wall, improvement, or addition or alteration of any nature whatsoever (including, without limitation, painting) to the exterior appearance of any structure (except for interior alterations to existing structures not affecting the external structure or appearance of any improvement on any portion of the Property) shall be constructed on the Property unless and until the Architectural Control Committee (herein referred to as "the Committee") approves in writing the plans for such construction. The plans submitted to the Committee for approval shall include (i) the construction plans and specifications, including all proposed landscaping and grading, exterior colors, and colors of roof shingles, and (ii) a plat 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 of such plans that the

Committee has approved pursuant to a separate application.

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, exceeds 1700 square feet for one-story residences and 2000 square feet for two-story residences and 1800 square feet for 1 1/2 story (Cape Cod) residences, exclusive of garages, basements, porches, decks, and attached storage sheds. Notwithstanding the foregoing square footage requirements, if the Committee considers an intended structure to be incompatible with other structures in Branchway Forest, the Committee shall have full power and authority to reject the building plans for said structure although said plans may meet the foregoing square footage requirements.

3. The Committee's approval 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 Committee's sole opinion will affect the desirability or suitability of the proposed improvement.

4. Within sixty days after it receives an application for a proposed improvement, the Committee shall give the applicant written notice of its approval or disapproval of the application.

5. Approval by the Committee shall not constitute a basis

for liability of the Owners or any members of the Committee for any reasons, including, without limitation: (i) failure of the structure or plans to conform to any applicable building codes, or (ii) inadequacy or deficiency in the plans resulting in defects in the improvements.

6. The Committee shall consist of N. B. Goodwyn and Archie H. Goodwyn and/or their assigns. In the event of death or resignation of a Committee member, a successor shall be appointed by the remaining Committee member. The Committee members shall not be entitled to any compensation for their activities. The Committee may designate a representative to act in its behalf, and such representative shall not be entitled to compensation for his activities.

C. Restrictions.

1. No Lot shown on a plat of subdivision of the Property ("Lot") 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 outbuildings and other improvements may be constructed if approved by the Committee as provided in this Declaration. No Lot shall be further subdivided or separated into smaller lots.

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, or 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, nor shall any structure of a temporary character be used as a residence.

4. Boats, boat trailers, campers, recreational vehicles, oversized vehicles, or utility trailers may be maintained on a Lot but only within the rear portions of the Lot.

5. No motor vehicle shall be parked over twelve hours in any one week on any Lot without having a current Virginia State license tag. No oversized commercial vehicle shall be parked overnight or longer on any Lot in such manner as to be visible to the occupants of other Lots or to users of streets within Branchway Forest. School buses may, however, be kept on Lots provided that at least one resident of any Lot on which a school bus is kept is regularly employed as a driver of that school bus.

6. No animals, livestock, horses, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, and other household pets may be kept, provided: (i) they are not raised, bred, or kept for commercial purposes, (ii) they shall not become an annoyance or nuisance to other Lot owners, and (iii) no more than two adult dogs may be kept on any Lot.

7. No mailbox shall be erected or maintained on any property until the proposed mailbox design and location have been approved in writing by the Committee. The Committee reserves the right to establish uniform mailbox regulations which shall define standard design criteria for all mailboxes erected upon any

property in Branchway Forest.

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

9. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other wastes shall not be kept except in sanitary containers, which shall be maintained in a neat and orderly manner, and which shall be located in screened areas in rear yards only. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and shall be located in rear yards only.

10. Each Lot shall be maintained free of tall grass, undergrowth, dead trees, weeds, and trash and, generally, free of any condition that would decrease the attractiveness of the Property.

11. Unless approved by the Committee, no antenna, aerial, or device of any kind used for the purpose of transmitting or receiving radio, television, microwave, or satellite signals shall be placed or erected on any Lot or on the exterior of any structure.

12. The exterior of all houses and other structures must be completed within one year after commencement of construction, except where such completion is impossible or would result 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.

13. All building set-back lines and codes shall conform to Powhatan County zoning ordinances and subdivision regulations.

14. Any dwelling or outbuilding on any Lot that has been destroyed or damaged by fire or windstorm or any other cause or act of God must be rebuilt or all debris removed and the Lot restored to a sightly condition reasonably promptly; provided, however, that in no event shall such debris remain longer than six months.

15. No oil or natural gas drilling, refining, quarrying, or mining operations of any kind shall be permitted upon or in any Lot, and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted on any Lot.

16. No temporary or above-ground swimming pool in excess of 50 square feet shall be permitted on any Lot.

17. Each house shall have at least a 6/12 roof pitch. All roof shingles shall be of a dimensional type. All house foundations shall be of brick, stone, or other material approved by the Committee.

D. Miscellaneous.

1. 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. If no such proceedings be instituted within sixty days of the occurrence of any such violation, then it shall be conclusively presumed in any legal proceedings that the violation or attempted violation has been waived by all parties owning or having any interest in Lots on the Property whether or not such parties have actual notice of said violation or attempted violation.

2. Invalidation of any of the provisions of this Declaration by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

3. The provisions of this Declaration 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 these provisions shall be automatically extended for additional periods of ten years each unless an instrument signed by a majority of the then owners of Lots has been recorded.

4. The R. C. Goodwyn Family Trust, N. B. Goodwyn, Jean Goodwyn, or their successors and/or assigns expressly reserve the right to waive, amend, or change any or all of the conditions and restrictions of this Declaration as to any Lots in Branchway Forest that any of them own; and with the consent of the owner, to waive, amend, or change any or all of the conditions and restrictions of this Declaration as to any Lots that they have

sold or conveyed. The sole right of the R. C. Goodwyn Family Trust, N. B. Goodwyn, and Jean Goodwyn to amend these restrictions shall terminate when they have sold or conveyed all of the Lots, and thereafter these conditions and restrictions may be waived, amended, or changed by the owners of a majority of the Lots. No such waiver, amendment, or change shall be made, however, which will permit any Lots to be used for any purpose other than for a single-family dwelling site or for providing residential utility services to the subdivision, or for the construction and development by the Owners of a community recreation facility, including but not limited to a swimming pool, tennis courts, and related structures.

5. This Declaration may be modified or amended by a duly recorded instrument signed by 80 percent of the then owners of the Lots and the Owners, as long as the Owners retain any interest in the Property, unless specifically prohibited herein.

IN WITNESS WHEREOF, the Owners have caused this Declaration to be executed as follows:

R. C. GOODWYN FAMILY TRUST

By: N. B. Goodwyn
N. B. GOODWYN, Trustee

Archie Goodwyn
ARCHIE H. GOODWYN, Trustee

COMMONWEALTH OF VIRGINIA

COUNTY OF POWHATAN

The foregoing instrument was acknowledged before me in the County and State aforesaid, this 3rd day of February, 1993, by Archie H. Goodwyn and N. B. Goodwyn, on behalf of the R. C. Goodwyn Family Trust.

My commission expires:

April 30, 1996

Paula Barton Midkiff
Notary Public

N. B. Goodwyn
N. B. GOODWYN

COMMONWEALTH OF VIRGINIA

COUNTY OF POWHATAN

The foregoing instrument was acknowledged before me in the County and State aforesaid, this 3rd day of February, 1993, by N. B. Goodwyn.

My commission expires:

April 30, 1996

Paula Barton Midkiff
Notary Public

N. B. Goodwyn
JEAN GOODWYN

COMMONWEALTH OF VIRGINIA

COUNTY OF POWHATAN

The foregoing instrument was acknowledged before me in the County and State aforesaid, this 3rd day of February, 1993,

DECLARATION

THIS DECLARATION is made and executed this **5th day of May, 2020** by CATHERINE CLAUD, member of the BRANCHWAY FOREST ARCHITECTURAL CONTROL COMMITTEE (ACC), as follows:

CATHERINE CLAUD hereby appoints MARY SMITH AND STEPHEN WILLIAMS to fill the vacancies which resulted from the resignation of LYNNE BRADBURY AND STEPHANIE BLANTON from the BRANCHWAY FOREST ACC. CATHERINE CLAUD also hereby appoints ANDREW REID to serve as a member of the BRANCHWAY FOREST ACC.

THE BRANCHWAY FOREST ACC will be responsible for enforcing the RESTRICTIVE COVENANTS for Sections One, Two, Three, Four, Five and Six, Seven and Eight (excluding Lots 51, 52, 53, 54, and 55 of Section 6), of BRANCHWAY FOREST.

CATHERINE CLAUD, MARY SMITH, STEPHEN WILLIAMS AND ANDREW REID reserve the right to resign by written notice to the other members of the committee. The remaining members of such committee may, by majority vote, appoint a successor for a member who has resigned.



CATHERINE CLAUD


MARY SMITH

STEPHEN WILLIAMS



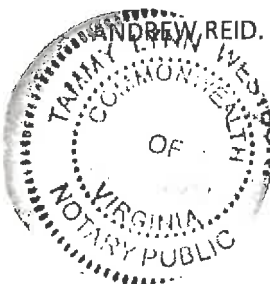
ANDREW REID

INSTRUMENT 202002159
RECORDED IN THE CLERK'S OFFICE OF
POWHATAN CIRCUIT COURT ON
MAY 14, 2020 AT 09:53 AM
TERESA H. DOBBINS, CLERK
RECORDED BY: RMH

COMMONWEALTH OF VIRGINIA
COUNTY OF POWHATAN

The foregoing instrument was acknowledged before me in the County and State aforesaid

this 5th day of May, 2020 by CATHERINE CLAUD, MARY SMITH, STEPHEN WILLIAMS and


Notary Public

Tammy Lynn Westbury
NOTARY PUBLIC
Commonwealth of Virginia
Reg. # 320270