

## **Covenants, Conditions and Restrictions Windsor Farms**

The following covenants, conditions and restrictions shall apply to all residential lots shown on the Plan of Windsor Farms, by Allen J. Saville, Inc., dated September 15, 1926, duly recorded in Plat Book 14-A, pages 1–9 inclusive, Clerk's Office, Circuit Court, Henrico County, Virginia, and to all residential lots resulting from a subdivision of any blocks or lots shown on the said Plan heretofore or hereafter made:

1. Each lot shall be used only for single-family residential purposes and there shall not be constructed on any lot more than one private dwelling house and the appurtenant buildings or structures necessary for residential purposes, provided, however, that any lot or lots may, by a recorded plat, be subdivided into additional residential lots no smaller than one (1) acre each, substantially containing all setback or building line restrictions as shown on the aforesaid Plan of Windsor Farms.

2. No dwelling house, building, or structure of any nature whatsoever, shall be erected on any lot except in accordance with plans and specifications of the exterior construction thereof approved in writing by Windsor Farms, Incorporated, and filed in its office; any in case any lot owner shall be dissatisfied with the decision of said Windsor Farms, Incorporated, he shall have a right to appeal to a Board to be composed of three persons, one chosen by the lot owner, one by Windsor Farms, Incorporated, and the third to be an architect chosen by those two. Such Board shall decide whether such plans and specifications are suitable and appropriate for this class of development, and in keeping with the other buildings erected and to be erected therein. The decision of a majority of such Board shall be final and binding on both parties.

3. No dwelling house (this is to apply to the main body or other enclosed portion of the house) or other building shall be erected on any lot except in conformity with all setback or building line restrictions as shown on the Plan of Windsor Farms; and no such house or building shall be erected on any lot at a point nearer than ten feet to the line of the adjoining lot or lots.

4. No structure shall be erected on or over the Reservation Strip, designated on the Plan of Windsor Farms as an Easement, and access to the Reservation Strip for any of the purposes enumerated on the Plan plat is hereby granted to Windsor Farms, Incorporated, its successors or assigns.

5. No entrance way, including driveway and pedestrian way, to any lot from the curb line across the intervening park space to the property line shall be constructed, except as the location of such entrance way shall be designated by Windsor Farms, Incorporated, at or prior to the time of the actual construction of same, and according to standard specification on file in the office of Windsor Farms, Incorporated.

6. The word “structure”, wherever used herein, shall not include plantings.

7. Each lot is hereby subjected to an annual maintenance charge, at the rate of \$400.00 per year per lot, for the purpose of creating a fund to be known as the “Maintenance Fund”, which charge shall be paid by the respective owners of lots. Such charge is payable in two \$200.00 installments due on the first days of January and July of each year, in advance, to Windsor Farms, Incorporated, or its successors or assigns.

Such annual maintenance charge may be adjusted from year to year by Windsor Farms, Incorporated, or its successors or assigns, as the needs of the property may, in its judgment, require; but in no event shall such adjustment result in an increase exceeding 7% of the annual charge for the proceeding year; and in no event shall such charge be adjusted to exceed \$400.00 per year per lot, without the prior written approval of the owners of at least two-thirds (2/3) of all lots subject to these covenants, conditions and restrictions.

Each lot is further subjected to two special assessments each in the amount of \$125.00 payable by the respective owners of lots to Windsor Farms, Incorporated, for the purpose of supplementing the Maintenance Fund. Windsor Farms, Incorporated, may establish the dates on which such special assessments are due and payable in its discretion, provided that the due date of the second such assessment shall be not less than 12 months from the due date of the first.

Windsor Farms, Incorporated, shall use funds in the Maintenance Fund, from whatever source derived, for payment of expenses incurred for any or all of the following purposes:

For maintaining all of the reserved areas in Windsor Farms, which are set aside for the use, benefit and enjoyment of all lot owners;

For collecting and disposing of leaves during the Fall months from throughout Windsor Farms and clippings from grass and shrubbery and other like materials from the reserved areas in Windsor Farms on a year-round basis;

For doing any other things necessary or desirable in the opinion of Windsor Farms, Incorporated, to keep the property neat and in good order, or which, in the opinion of Windsor Farms, Incorporated, may be of general benefit to the lot owners or occupants of the land included in the Plan of Windsor Farms.

The aforementioned maintenance charge shall be a charge and a continuing lien upon each lot. Each such charge and assessment, together with interest, costs, and reasonable attorney's fees as hereinafter provided, shall also be the personal obligation of the owners of each lot at the time the charge becomes due. The personal obligation for a delinquent charge shall not pass to the owners' successors in title (other than as a lien on the land) unless expressly assumed by them. If the annual maintenance charge or a special assessment is not paid when due, then such charge or assessment shall be deemed delinquent and shall, together with the interest thereon and costs of collection thereof as hereinafter provided, continue as a lien on the lot which shall bind the lot in the hands of the then owner and such owner's heirs, devisees, personal representatives, successors and assigns. If the charge or assessment is not paid within 60 days after the due date, the charge or assessment shall bear interest from such date at a rate equal to the lesser of (i) the highest rate of interest lawful under the circumstances of (ii) 10% per annum, and Windsor Farms, Incorporated, may bring legal action to collect the same or may enforce or foreclose the lien against the lot. In the event a judgment is obtained, such judgment shall include interest on the delinquent charge or assessment as above provided and a reasonable attorney's fees to be fixed by the court, together with the costs of the action.

8. No fence shall be erected on any lot which is more than fifty percent solid, except in case of brick or masonry walls. No fence of any kind shall be more than four feet high in the area between the street line and the setback or building line. No board or other device for advertisement shall be placed on any lot, except a "for sale" or "for rent" sign which does not contain more than nine square feet.

9. No animals, livestock or poultry of any kind shall be raised, bred or kept on the property, except that dogs, cats and other household pets may be kept provided that they are not raised, bred, or kept for any commercial purpose.

10. No noxious or offensive activity shall be carried on upon any portion of the property, nor shall anything be done thereon that may be or become a nuisance or annoyance.

11. These covenants, conditions and restrictions shall be applicable on and after January 1, 1977, and may be terminated or changed thereafter only by an agreement signed by Windsor Farms, Incorporated, and the owners of at least two-thirds (2/3) of all the lots subject to these covenants, conditions and restrictions, and recorded the appropriate Clerk's Office; provided, however, that no such agreement to terminate or change shall be effective unless written notice of the proposed agreement is sent by United States mail, first class postage prepaid, or delivered to the last known address, to every owner of every lot subject to these Covenants, Conditions and Restrictions at least 30 days in advance of such agreement.

