

060015815

RESTRICTIONS FOR ADAM'S HILLS

RE: Tax Parcels:

Section 1: Lot 1 - 156-18-1
Lot 2 - 156-18-2
Lot 3 - 156-18-3
Lot 4 - 156-18-4

Section 2: Lot 5 - 156-19-5
Lot 6 - 156-19-6
Lot 7 - 156-19-7
Lot 8 - 156-19-8
Lot 9 - 156-19-9

Date: October 11, 2006

The Declarant, TIMBERLINE OF VIRGINIA, INC., a Virginia Corporation, does hereby declare that the real property hereinabove described shall be subject to the following restrictions and conditions, which shall run with the land and be binding upon all parties having or acquiring any right, title or interest in and unto the said real property or any part or parts thereof and shall continue in force and effect for a period of twenty-one (21) years from the date of the recordation of these Restrictions and conditions and after which time the same shall be extended for successive periods of ten (10) years, each, unless altered or otherwise modified by an instrument signed by the successor of the Declarant and which instrument must be recorded, agreeing, in whole, to change the Restrictions and conditions as set forth herein, whether the change be in whole or in part. Any owner of the hereinabove described property, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, shall accept such deed or contract upon and subject to each and all of these Restrictions and the agreements herein contained, and also the jurisdiction, rights, and powers of Declarant, and by such acceptance shall, for himself, his heirs, personal representatives, successors and assigns, covenant, consent,

and agree to and with Declarant, to keep, observe, comply with, and perform said Restrictions and agreements.

1. Except as herein provided, the real property described herein shall be used for residential purposes only. The subject property shall not be used for any business, commercial or industrial activity except that home occupations Class A and home occupations Class B as allowed as a permitted use in an R-1 Zone and as set forth as described in the Bedford County Zoning Ordinance as in effect on the date of the recordation of this instrument, shall be permitted.
2. No flat, apartment house, shack, tent, outbuilding or basement shall be erected on the subject property to be used for living quarters, either temporarily or permanently.
3. No manufactured "single wide" or "double wide" mobile home or "trailer" shall be allowed on the subject property.
4. All dwellings shall have a minimum square footage of 1,200 square feet of finished living area for a one story home with attached garage and 1,400 square feet of finished living area for a one story home without an attached garage. Two story homes must have 1,600 square feet with or without an attached garage; two story homes include cape cod style dwellings. The measurement of the square footage shall not include any basement, porch or garage area.
5. All dwellings and buildings shall have brick, split face block, natural or manmade stone to grade no vinyl siding, stucco, dryvit or unfinished cement block allowed on foundations to grade.
6. No more than one dwelling/residence shall be permitted on the subject property. No lot may be subdivided to produce a greater number of lots.

7. No residence and/or other buildings or alterations of the exterior appearance of same shall be constructed or made in the subdivision until the plans for such residence or building or alteration have been submitted to and approved in writing, by the owner/developer or its successors or assigns in their sole discretion.. Plans shall be prepared by a person or firm regularly engaged in such work. Any residence erected on any lot shall be either "stick built" in compliance with all applicable building codes enforced by Bedford County, Virginia, or BOCA code rated modular homes (off frame-no chassis or wheels). No manufactured homes or on frame modular shall be constructed, approved or allowed. Exterior construction must be completed and closed in within nine (9) months of commencement of construction, determined by the date of issuance of the building permit. No dwelling shall be occupied until completion of exterior and hook up to all utilities and water and sewage disposal system is made and Bedford County occupancy permit is granted. Each lot owner shall be responsible for any damage caused to any private or state owned road or driveway and the right of way or land appurtenant thereto by construction or otherwise.
8. No fence(s) shall be placed between the front property line of any home or building thereon and the road on which the property is situated. Fences are permitted on sides and rear of property only.
9. The pitch of any of the roof of any dwelling constructed on the subject property shall be at least 5/12 (5 vertical feet for each 12 feet horizontal).
10. No subdivision of the subject property shall be allowed pursuant to the family exemption to the Bedford County Subdivision Ordinance or otherwise.
11. No animals or livestock of any description, with the exception of the usual household pets including, but not limited to, dogs and cats.

12. No stripped down, partially wrecked, unlicensed or junked motor vehicle or sizable part thereof, shall be permitted to be parked on any lot unless stored inside a garage or other building.
13. The hereinabove property, whether occupied or unoccupied, and any improvements placed thereon shall at all times be maintained in such a manner as to prevent their becoming unsightly by reason of unattractive growth, accumulation of rubbish or debris thereon. All yards shall be maintained to an acceptable level.
14. No tractor trailers or trucks having a length of more than thirty (30) feet shall be parked or garaged overnight on the subject property.
15. All domestic pets must be currently vaccinated and licensed. Domestic pets must be kept under control so as not to constitute a nuisance. This will include barking, chasing cars or trespassing upon other property.
16. All fuel storage tanks of more than 100 gallons capacity, trash and garbage receptacles shall be located in back of house so as not to be visible from the road.
17. No commercial activities of any nature, kind or description may be carried on or about any lot.
18. Garages, storage buildings or any other out buildings, including dog houses, must be built to match home appearance in color, roofing and over all exterior appearance.
19. In the event of violation or breach of any of the Restrictions or any of the other provisions contained herein the Declarant, their successors and/or assigns, or any lot owner, shall have the right to proceed at law or in equity to compel compliance with the terms and conditions hereof and to prevent the violation or breach of such protective restrictions, and if a violation be found by the Court the moving party shall be entitled to recover attorney's fees and cost

expended. The failure of the Declarant to enforce any term, restriction or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach or as to a breach occurring prior to subsequent thereto and shall not bar or affect its enforcement. The invalidation by any Court of any of the Restrictions contained herein shall in no way affect any of the other Restrictions, which shall remain in full force and effect.

20. Each lot owner will be assessed a yearly fee for upkeep and maintenance of the existing private roadway(s) in the condition as the road(s) now exist serving the subject property so as to reasonably provide for ingress and egress by automobile. No improvement of such road(s) is required and neither snow removal nor chemical treatment is required. The current fee of One Hundred Dollars (\$100.00) per lot owner will remain in effect until such time as it is no longer sufficient for the demands of such maintenance. The fee may be reassessed with the majority of lot owners with one vote permitted for each lot. The Declarant will be exempt from any set maintenance fee; however, the Declarant shall participate as stated above in the maintenance of roadways until such time as all lots have been sold or for ten years from recordation of this instrument, whichever first occurs.
21. THE PARTY IMPOSING THESE RESTRICTIONS RESERVES THE RIGHT UNTO THEMSELVES, THEIR SUCCESSORS AND/OR ASSIGNS, TO WAIVE, MODIFY OR RELEASE SAME.

IN WITNESS WHEREOF, pursuant to due corporate authority, Timberline of Virginia, Inc., a Virginia Corporation, has caused these Restrictions to be executed by its President, Carol L. Hurt.

TIMBERLINE OF VIRGINIA, INC.
2422 Drewery's Hill Road
Vinton, VA 24179

By: Carol L. Hurt
CAROL L. HURT, President



COMMONWEALTH OF VIRGINIA)
) To-Wit
COUNTY OF FRANKLIN)

I, Patricia B. Bowman, a Notary Public in and for the Commonwealth of Virginia at large, do hereby certify that Carol L. Hurt, as President of Timberline of Virginia, Inc., a Virginia Corporation, has acknowledged the foregoing Restrictions before me this the 12th day of October, 2006.

My Commission Expires: January 31, 2007

Patricia B. Bowman
NOTARY PUBLIC

(SEAL)

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☐ MAILED

☐ MAILED
Lumberise of Virginia Inc.
\$21.00

INSTRUMENT #060015815
RECORDED IN THE CLERK'S OFFICE OF
BEDFORD COUNTY ON
OCTOBER 13, 2006 AT 03:45PM
KNOX L. STRUBE, CLERK

RECORDED BY: BJK