

BK 0744 PG 00784

***Belden
Woods
Estates
Section 4***

Declaration of Covenants

Conditions and Restrictions

02 JUN 13 AM 11:54

007048

DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS
OF

BELDEN WOODS ESTATES, "Section 4"

BK 0744 PG 00785

THIS DECLARATION made this 4th day of June, 2002, by ENIRTEP, INC., a Virginia corporation, hereinafter referred to as "declarant."

W I T N E S S E T H :

WHEREAS, Declarant is the owner and proprietor of certain property in the counties of Roanoke and Franklin, State of Virginia, commonly known as "BELDEN WOODS ESTATES", plat of which is recorded in the Clerk's Office of the Circuit Court of Roanoke County in Plat Book 25, Page 114, and in the Clerk's Office of the Circuit Court of Franklin County in Plat Book 743, Page 1158, and which is more particularly described as Exhibit "A" attached hereto.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold, and conveyed subject to the following restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability and attractiveness of, and which shall run with, the real property, and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors or assigns, and shall inure the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

1. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

2. "Properties" shall mean and refer to that certain real property herein before described.

3. "Lot" shall mean and refer to any individual plot of land included within the area known as "BELDEN WOODS ESTATES".

4. "Declarant" shall mean and refer to ENIRTEP, INC., its successors and assigns, if such successors and assigns should acquire more than one developed Lot from the Declarant for the purpose of development.

5. "Common Area" shall be defined as that area on the plat of Belden Woods Estates designated as areas reserved for storm water management and drainage easements.

ARTICLE II
GENERAL PROVISIONS BK 0744 PG 00786

1. **APPLICABILITY:** These Restrictions shall apply to the residential Lots only. All of the Restrictions shall run with the land and shall be binding on all parties having or acquiring part or parts thereof subject to such Restrictions.

2. **TERMS:** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of forty (40) years from the date these covenants are recorded, after which time said covenants shall be automatically extended in their entirety for successive periods of ten (10) years; provided however, that these Protective Covenants may be amended, altered, released or terminated at any time during the initial 40-year period or succeeding 10-year periods thereafter by appropriate instruments in writing, executed and acknowledged by the owners of a majority of the lots affected thereby (for such purpose, lots owned by the Declarant shall be included, and while Declarant owns any lot or lots, he may unilaterally amend these covenants as described hereafter without joinder or of any third party), and filed of record in the Clerk's Office of the Counties of Franklin and Roanoke, Virginia.

Declarant reserves the right to modify, revoke, alter or amend these Restrictions, Covenants and Conditions as long as they own any lots within the subdivision.

3. **MUTUALITY OF BENEFIT AND OBLIGATION:** These Restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of each and every Lot, and are intended to create mutual, equitable servitude's upon each of said Lots in favor of each and all of the other Lots therein; to create reciprocal rights between the respective Owners of all of said Lots; to create a privity of contract and estate between the grantees of said Lots, their heirs, successors and assigns, and shall, as to the Owner of each such Lot, his heirs, successors or assigns, operate as covenants running with the land for the benefit of each and all other Lots and their respective Owners.

4. **ARCHITECTURAL REVIEW:** (1) Until the Declarant conveys the final remaining lot in the subdivision, or until he relinquishes or transfers its rights, under this paragraph of these Covenants, the Declarant shall have the sole and absolute right to approve any and all construction or other development on any of the lots platted in the subdivision. Such construction shall include, but not be limited to the construction or establishment of dwellings, outbuildings, decks, fencing and/or landscaping. Once approved and/or constructed, no alteration in construction shall be made without the approval of the Declarant.

After the Declarant has conveyed the final remaining lot in the subdivision or sooner if he so elects, all rights under the provisions of this paragraph and all approval rights under any other paragraph of these Covenants shall be automatically vested in Belden Woods Estates, or its designee such as an Architectural Review Committee (herein called "Committee") selected by such association.

(2) There shall be submitted to the Committee two (2) complete sets of plans and specifications for any and all proposed improvements, the erections or alteration of which is desired, and no structures or improvements of any kind shall be erected, altered, placed or maintained upon any Lot unless and until the final plans, elevations and specifications therefor have received such written approval as herein provided. Such plans shall include plot plans showing the location on the Lot of the building constructed, altered, placed or maintained, together with the proposed construction material, color schemes for roofs and exteriors thereof, and a proposed landscape planting. The corners of house must be staked out prior to submission.

(3) The Committee shall approve or disapprove plans, specification and details within thirty (30) days from the receipt thereof. One (1) set of said plans and specifications and details with the approval or disapproval, endorsed thereon, shall be returned to the person submitting them and the other copy thereof shall be retained by the Committee for its permanent files.

(4) The Committee shall have the right to disapprove any plans, specifications or details submitted to it in the event the same are not in accordance with all of the provisions of these Restrictions; if the design or color scheme or the proposed building or other structure is not in harmony with the general surroundings of such Lot or with the adjacent buildings or structures; if the plans and specifications submitted are incomplete, or in the event the Committee deems the plans, specifications, or details, or any part thereof, to be contrary to the interests, welfare or rights of all or any part of the real property subject hereto, or the Owners thereof. The decisions of the Committee shall be final.

(5) Neither the Committee nor any architect or agent thereof of the Declarant shall be responsible in any way for any defects in any plans or specifications submitted, revised, or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.

(6) The construction of all residences on lots shall be undertaken only by a State Class A licensed building contractor.

(7) If the soil and erosion plan presented and approved is not sufficient and erosion problems arise, ENIRTEP, INC., after written notice to Purchaser, shall have the right to repair and correct any defects caused by such plan and assess the cost thereof to Owner.

ARTICLE III
GENERAL PROHIBITIONS AND REQUIREMENTS 00788

The following general prohibitions and requirements shall prevail as to the construction or activities conducted on any Lot herein:

1. CONSTRUCTION

(1) No outside toilet shall be constructed on any Lot. all plumbing fixtures, dishwashers, toilets or sewage disposal systems shall be connected to a sewer line, septic tank or other sewage system constructed by the Lot Owner and approved by the appropriate governmental authority.

(2) No temporary house, mobile home, modular home, motor home, trailer, tent, garage, boat with trailer or other outbuilding (see item #12) shall be placed or erected on any Lot within, except that the owner of a residence may park one (1) such unoccupied motor home, trailer, camping trailer or boat with trailer on the property providing it does not obstruct or distract from the view of the other property owners. Any such vehicle or water craft, however, must bear a current license and be currently registered with all appropriate authorities and jurisdictions. Determination of a violation of the provisions herein shall be made in the sole discretion of the Declarant, so long as it owns at least one (1) lot in the subdivision. * For exceptions see (12) *

(3) Once construction of improvements is started on any Lot, the improvements must be substantially completed in accordance with plans and specifications, as approved, within one (1) year from commencement.

(4) Each Lot Owner shall provide space for parking three (3) automobiles off the street prior to the occupancy of any dwelling constructed on said Lot.

(5) Only materials approved by Declarant shall be used on the exterior of houses.

(6) Aluminum windows and doors may be used on structures, but they must be anodized colored bronze or black. Aluminum windows and doors used on structures shall not be painted or left natural color. Steel windows and doors may be used on structures, but they must have a factory applied bronze or black enamel finish. Steel windows and doors used on structures shall not be painted nor left natural color.

(7) Any brick that is used on the homes must blend with the siding and natural surroundings. Vinyl siding may not be used on over twenty five (25) percent of the street side of any structure.

(8) No building shall be located on any Lot nearer to the front lot line than fifty (50) feet. No building shall be placed closer than twenty five (25) feet to the side lot line. These are reserved unto the Declarant perpetual, alienable, transferable, and releasable easements within the above-described real property and the right on, over and under the ground to create,

maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and laterals, other public conveniences or utilities.

(9) No exposed concrete, cinder or concrete masonry foundations shall extend above finish grade.

(10) No single Lot or group of Lots may be re-subdivided by a purchaser so as to produce a greater number of Lots; however the size and shape may be altered so long as no Lot or group of lots are re-subdivided to produce a greater number of Lots. Each Lot shall constitute a residential building site and shall be used for residential purposes only. The layout of the Lots shown on the recorded plats herein above referred to shall be substantially adhered to. Lots may be combined to create one (1) building site

(11) No dwelling shall be erected on any Lots shown hereon having a minimum enclosed finished livable floor area less than the following: two thousand (2,000) square feet of livable floor space for a one-level home and twenty-six hundred (2,600) square feet of livable floor space, with a minimum of sixteen hundred (1,600) on the first floor, for a two-level home. The following floor areas shall not be included in tabulation of the aforesaid floor area requirements: breezeways, garages, unattached buildings, basements and porches.

(12) An exception for outbuildings, garages, and any other structures constructed on any lot will be allowed only for those with qualifying needs. Whether the need is qualified for approval of an exception will be determined only at the sole discretion of the Declarant. The exceptions for such structures are as follows:

- a) The location of such structures must be reviewed by the committee and staked out on the time of approval.
- b) Such structures must be constructed with substantial amounts of the same material and color of the house.
- c) Such structures must be covered by substantial amounts of natural surroundings. Natural surroundings and substantial amounts of is defined by the committee.

All exceptions will meet final approval by the sole discretion of the Declarant.

2. GENERAL

(1) All structures constructed or placed on any Lot shall be constructed with a substantial quantity of new material and no used structures shall be relocated or placed on any such Lots.

(2) No animals or livestock of any description shall be kept, bred or raised except for usual household pets will be allowed on the premises. Problem pets shall be restricted to the lots, and will not be allowed to run at large. No vicious dogs will be allowed at all, and the determination of what is a problem or vicious dog is in the sole discretion of the Declarant. horses may be allowed on the lots with the written approval of the Declarant.

(3) No commercial signs, including "for rent" and any other similar signs, shall be erected or maintained on any Lot except for one (1) Realtors "For Sale" sign per Lot, or a sign as may be required for legal proceedings.

(4) No unused, stripped down, partially wrecked, or junk motor vehicles or sizable parts thereof, shall be permitted on the Lots. Any motor vehicle kept on any Lots within the subdivision shall be properly inspected and licensed.

(5) There shall be no open or exposed storage of any lawn or garden equipment, including junk and /or abandoned items of personal property, shall be maintained on any lot; no trash or refuse, including leaves, shall be burned in the open or in an incinerator on the lots within the development. Garbage of the type, the decomposition of which creates a malodorous situation, must be kept in covered containers. Other trash, tin cans, paper, glass and similar items must be kept in containers.

(6) All outdoor clothes poles, clothes lines and similar equipment shall be so placed or screened as not to be visible from the street.

(7) No Owner of any Lot shall build or permit the building thereon of any dwelling house that is to be used as a model house or exhibit unless prior written permission to do so shall have been obtained from the Committee.

(8) No radio station or short-wave operators of any kind shall operate from any Lot or residence. Not exterior television or radio antennae or satellite dish of any kind shall be constructed or erected on any Lot or residence so that such could be seen from the road at any time during the year. Exceptions may be made for 18" dishes and other such items, at the discretion of the Declarant.

(9) Lots shall be used for residential purposes only. No noxious, unlawful or offensive activity of any kind shall be carried on upon any lot, nor shall anything be done thereon which may be, or become, an unreasonable annoyance or nuisance to the neighborhood.

(10) No trash, ashes, garbage or other refuse shall be dumped or stored or accumulated on any Lot.

(11) Enforcement In the event of any violation or breach of any of the protective covenants contained herein by any Lot Owner or agent of such owner, or by any other person natural or otherwise, the owners of the Lots within the development or any one or more of them, jointly or severally, or the Declarant until it has sold all its Lots, shall have the right 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 by the Declarant, the Committee or any Owner of any Lot herein. Owner shall be responsible for legal fees incurred by party seeking enforcement hereof.

(12) All mailboxes shall meet standard requirements.

(13) No hunting will be allowed on residential lots.

3. LANDSCAPING

BK 0744 PG 00791

(1) No trees or other natural vegetation measuring ten (10) inches in diameter (outside bark to outside bark) at one (1) foot above ground level, may be removed without prior written approval of the Declarant.

(2) Landscaping on all Lots shall be twenty (20) feet no cut zone - on side Lot Lines of all Lots for a total of forty (40) feet. Overlay Zone is to be fifty (30) feet on street side of each Lot restricted area of Landscaping. All Lots, whether occupied or unoccupied, any improvements placed thereon, shall at all times be maintained in such manner as to prevent their becoming unsightly by reason of unattractive growth on such Lot or the accumulation of rubbish or debris thereon. All Lot must be kept mowed so that the grass thereon does not exceed a maximum of five (5) inches during the normal mowing season. If this is not done by the Owner, the Lot will be cleaned up by Declarant at the Owner's expense.

(3) In order to implement effective insect and woods fire control, the Declarant reserves for itself and its agents the right to enter upon any residential Lot on which a residence has not been constructed, and upon which no landscaping plan has been implemented (with prior written approval of the Declarant for such plan), such entry to be made (at the expense of the Owner of the Lot), by personnel with tractors or other suitable devices, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of the Declarant detracts from the overall beauty, setting and safety of BELDEN WOODS ESTATES. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass. The provisions in this paragraph shall not be construed as an obligation on the part of the Declarant to mow, cut or prune any Lot nor to provided garbage or trash removal services.

(4) No ornamental concrete products or items, such as birdbaths, ornamental animals or any items of this nature shall be located in front of the building line of any Lot.

(5) The Owner of any Lot shall be responsible for any damage caused by mud or overloaded trucks which use the roads in the subdivision during construction for the purpose of construction of the home on the Lot.

(6) All building sites and Lots shall have adequate temporary portable toilets for their employees, during all periods of construction.

**ARTICLE IV
MISCELLANEOUS**

1. ASSESSMENTS. All Lots in BELDEN WOODS ESTATES shall be subject Lot Fees, set at \$20 a month, upon committee review this is subject to change.

2. SEVERABILITY. Should any covenants or restrictions herein contained, or any sentence, clause, phrase or term of this instrument be declared to be void, invalid, illegal or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no

way affect the other provisions hereof which are hereby declared to be servable and which shall remain in full force and effect.

3. **ENFORCEMENT.** Should Owner, his contractor, agent or representative fail to comply with or violate any of the provisions of this Agreement, the Declarant shall give notice thereof to Owner at the property address. If Owner does not correct the problem identified in such notice within five (5) days of mailing of said notice, registered mail, return receipt requested, the Declarant shall have the right to enter upon the property and make said repairs. The cost thereof shall then be assessed against Owner.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed as of the year, month and day first above written.

Belden Woods Estates
By ENIRTEP, Inc.
By

James G. Petrine, President

STATE OF VIRGINIA:

COUNTY OF ROANOKE, to wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2002, by _____

of ENIRTEP, INC., on behalf of said Corporation.

My Commission expires: _____

NOTARY PUBLIC

STATE OF VIRGINIA:

COUNTY OF FRANKLIN, to wit:

The foregoing instrument was acknowledged before me this 5th day of

June, 2002, by James G. Petrine, President

of ENIRTEP, INC., on behalf of said Corporation.

My Commission expires: _____

2/29/04

Sue B. Ferguson

NOTARY PUBLIC

SUMMARY

Article I

1. Owner
2. Properties
3. Lot
4. Declarant
5. Common Area

Article II

1. Applicability
2. Terms
3. Mutuality of Benefit and Obligation
4. Architectural Review
 - (1) Plans & Specifications, Approval
 - (2) Plans, 2 sets, also refers to (1)
 - (3) Approval & Disapproval has 30 days
 - (4) Committee Rights, for disapproval
 - (5) Committee Not Responsible for defects
 - (6) Declarant acting as Committee
 - (7) Class A Building Contractor
 - (8) Soil & Erosion Plan

Article III

1. CONSTRUCTION

- (1) No outside toilet, plumbing restrictions
- (2) No temporary structures
- (3) Construction, 1 year from commencement
- (4) Parking
- (5) Exterior Materials
- (6) Windows & Doors
- (7) Brick
- (8) Easements, (Build Back)
- (9) Foundations
- (10) Re-Subdivided Lots
- (11) Floor Area Requirements
- (12) Outbuildings, Garages, and other structured constructions

2. GENERAL

- (1) No used structures
- (2) Animals
- (3) Signs
- (4) Automobiles
- (5) Open & Exposed Storage
- (6) Clothes Lines
- (7) No Model House or Exhibit
- (8) Radio, Antennae or Satellite dishes
- (9) Residential Purposes
- (10) Trash
- (11) Covenants Enforcement
- (12) Mailboxes
- (13) No Hunting

3. LANDSCAPING

- (1) Trees
- (2) Landscaping Zones
- (3) Fire Control
- (4) No Ornaments
- (5) Truck Damage
- (6) Temp. Toilets

Article IV

- 1. Assessments
- 2. Severability
- 3. Enforcement

036	
St. R. Tax	
Co. R. Tax	
Transfer	
Clerk	29.50
Lib. (145)	1.50
Grantor Tax	
TTF	3.00
Total \$	34.00

VIRGINIA: CLERK'S OFFICE OF THE CIRCUIT COURT OF FRANKLIN COUNTY

The foregoing instrument with acknowledgment was admitted to record on June 13 2002, at 11:54A M. in D.B. 744 Page(s) 784

Teste: Alice S. Hall, Clerk
 By: Randy B. Wood, Dep. Clerk