

Tax Map
No. 145-11-1 through 12

Prepared by and deliver to
Rhodes & Butler, PC
318 Washington Avenue
Roanoke, VA 24016

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS ("Declaration"), dated May 18, 2005, is made by CHAPEL WOODS, LLC, a Virginia limited liability company ("the Developer").

A. The Developer is the owner of all of the real property containing 20 acres, more or less, lying in the Center Magisterial District of Bedford County, Virginia, described on the Plat of Chapel Woods, prepared by Donnie W. Slusher, L.S., dated _____, 20___, and recorded in the Clerk's Office of the Circuit Court of Bedford County, Virginia, in Plat Book 45, pages 150 and 151 (the "Plat").

B. In order to provide for the preservation of the natural beauty of Chapel Woods, the enhancement of property values and to ensure the quiet enjoyment of the property owners, the Developer desires to subject the real property described above to the covenants, restrictions and conditions of this Declaration.

NOW, THEREFORE, the Developer declares that all of the lots of Chapel Woods shown on the Plat shall be owned, conveyed, used and occupied subject to the following restrictions, covenants and conditions (the "Restrictions"). The Restrictions shall run with the land and be binding on all persons or entities having or acquiring any right, title or interest in the real property or any portion thereof and shall inure to the benefit of each owner thereof.

Applicability

These Restrictions shall apply to subdivided numbered lots only and are specifically excluded from application to other lands of the Developer, whether shown on the Plat or not, unless expressly made subject to these Restrictions by the Developer.

Term

These Restrictions shall be binding until June 1, 2035, after which time the Restrictions shall be automatically extended for successive periods of ten years each unless an instrument signed by the then record owners of three-fourths of the lots has been recorded agreeing to change the Restrictions in whole or in part.

Amendment

The Developer reserves the right to waive, modify or release any or all of the Restrictions during the period ending May 31, 2015. Thereafter, the Restrictions may be amended by an instrument signed by the then record owners of three-fourths of the lots.

Restrictions

The Restrictions are as follows:

1. Each lot shall not be used or occupied for other than single-family residential purposes. No commercial activity may be conducted on any lot.
2. No building, fence or any other structure shall be erected, placed or altered on any lot until the proposed building plans, specifications, exterior color or finish, plot plans showing the proposed location of such building, drives and landscape plans shall have been submitted to the Developer and approved in writing by the Developer, its successors or assigns. Refusal or approval of plans, location or specifications may be based by the Developer upon any ground, including purely aesthetic considerations, which in the sole and uncontrolled discretion of the Developer shall seem sufficient. No alteration in the exterior appearance of any building or structure shall be made without similar approval by the Developer.
3. The minimum livable floor area requirements for single-story residences are 1,400 square feet and for one-and-a-half or two-story residences are 1,500 square feet. The following floor areas shall not be included in determination of satisfaction of these requirements: breezeways, porches, unattached buildings and basement areas.
4. No exposed concrete, cinder block or concrete masonry foundation shall extend above finished grades; all foundations shall be brick or stone to grade.

5. All roofing materials shall equal or exceed architectural grade with no less than a twenty-five year life.

6. The minimum setback line shall be fifteen feet from all side lot lines and thirty-five feet from all front and rear lot lines.

7. Detached garages or improvements shall be located no closer to the road than the front of the main body of any dwelling. Such garages or improvements shall be subject to the architectural approval pursuant to Section 2 and shall be built of materials of the same or higher quality than the dwelling.

8. All fences, dog runs and enclosures, pools and recreation areas are to be approved by the Developer.

9. No building materials shall be left exposed on a lot.

10. Propane tanks and woodpiles shall be located behind the dwellings and shall be maintained in a neat and orderly condition.

11. No unlicensed vehicles shall be permitted on the property or roads. Boats on trailers may be temporarily stored at the rear of a lot and shall be limited to one per lot. Parking of large commercial vehicles on the lots or roads is prohibited.

12. No horses, cows, pigs, fowl, pigeons or other animals that are not usual household pets shall be kept on the property. No more than three usual household pets shall be kept on the premises at one time. No commercial breeding shall be allowed on the property.

13. No trees four inches or more in diameter measured two feet from the ground shall be removed from the property without prior approval of the Developer.

The specific requirements regarding construction, location and maintenance of the homes, of the dwellings and other improvements are in addition to and not in lieu of the approval of the Developer pursuant to Section 2.