

Tax Map
No. 173A - 129B

Prepared by and deliver to
Bersch & Rhodes, P.C.
P.O. Box 1529, Roanoke, VA 24007

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS

("Declaration"), dated May 16, 2001, is made by ARGABRIGHT CONTRACTORS, INC., a Virginia corporation ("the Developer").

A. The Developer is the owner of all of the real property containing 84.333 acres, lying in the Blue Ridge District of Bedford County, Virginia, described on the Plat of Virginia Ridge, prepared by Donnie W. Slusher, L.S., dated June 20, 2000, revised March 19, 2001, and recorded in the Clerk's Office of the Circuit Court of Bedford County, Virginia, in Plat Book 40, pages 231-234 (the "Plat").

B. In order to provide for the preservation of the natural beauty of Virginia Ridge, 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 Virginia Ridge 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 April 30, 2031, 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 April 30, 2011. 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. Approved fences or enclosures shall be made only of natural materials.

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. Each purchaser of a lot from the Developer shall pay a hook-up fee at closing to Virginia Ridge Water Company and shall sign an appropriate written agreement with the water company before water shall be provided to the lot.

14. 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.

WITNESS the following signature on behalf of the Developer:

ARGABRIGHT CONTRACTORS, INC.

by X *David J. Argbright*
its *President*

STATE OF VIRGINIA)
) to-wit:
CITY OF ROANOKE)

The foregoing instrument was acknowledged before me this
17th day of MAY, 2001, by DAVID L ARGABRIGHT,
PRESIDENT of Argabright Contractors, Inc., on behalf
of the corporation.

Edward L. Bachman
Notary Public

My commission expires:
Aug 31, 2002

INSTRUMENT #010006134
RECORDED IN THE CLERK'S OFFICE OF
BEDFORD COUNTY ON
MAY 18, 2001 AT 09:41AM
CAROL W. BLACK, CLERK

BY: *Barbara J. Mullis* (DC)

RETURNED *Argabright*
 MAILED

070006310

Tax Map
Numbers 173.16 Lots 1-5
173.16 Lots 45-79
190.4 Lots 6-44
173A-129B

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

SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS

THIS SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS ("Declaration"), dated March 8, 2007, is made by ARGABRIGHT CONTRACTORS, INC., a Virginia corporation ("the Developer").

A. By Declaration of Covenants and Restrictions, dated May 16, 2001, the Developer established certain restrictions (the "Restrictions") that apply to the subdivision known as Virginia Ridge and described on the Plat of Virginia Ridge, prepared by Donnie W. Slusher, L.S., dated June 20, 2000, revised March 19, 2001, and recorded in the Clerk's Office of the Circuit Court of Bedford County, Virginia, in Plat Book 40, pages 231-234 (the "Plat").

B. In the Declaration, the Developer reserved the right to modify the Restrictions.

C. The Developer wishes to clarify how the Restrictions may be enforced.

THEREFORE, the Developer declares that the Restrictions applicable to all the lots in Virginia Ridge shown in the Plat shall be modified by adding the following provision:

Enforcement of Restrictions

In the event of a violation or breach of any of the Restrictions by any property owner or an agent of a property owner, the Developer shall have the right to institute legal proceedings to compel compliance with the Restrictions. In any legal proceedings resulting from any breach or violation of the Restrictions, the Developer shall be entitled to recover the cost of the proceedings and such reasonable attorney's fees as may be determined by the court if the Developer is granted relief by the court. The failure of the Developer to enforce any Restriction shall not be deemed a waiver of the Developer's right to do so thereafter as to the same or any prior or subsequent breach and shall not affect its rights of enforcement.

Rhodes &
Butler, PC
Roanoke, Virginia

WITNESS the following signature on behalf of the Developer:

ARGABRIGHT CONTRACTORS, INC.

by David L. Argbright
its CHIEF EXECUTIVE OFFICE

STATE OF VIRGINIA)
CITY OF ROANOKE) to-wit:

The foregoing instrument was acknowledged before me this 18th day of
APRIL, 2007, by DAVID L. ARGABRIGHT, C.E.O.
of Argabright Contractors, Inc., on behalf of the corporation.

Edward Z. Batchman
Notary Public

My commission expires:
AUG 31, 2010

RETURNED
 MAILED
Argabright Contractors Inc.
\$ 21.⁰⁰

INSTRUMENT #070006310
RECORDED IN THE CLERK'S OFFICE OF
BEDFORD COUNTY ON
APRIL 24, 2007 AT 09:20AM
CATHY C. HOGAN, CLERK

RECORDED BY: CMH

Rhodes &
Butler, PC
Roanoke, Virginia