

BEDFORD COUNTY, VA
PROTECTIVE COVENANTS

1. No structure of any kind shall be placed or constructed on any parcel nor any topographic changes made in any parcel unless and until such plans and specifications have been submitted to and approved in writing by a committee as provided for below.

2. Grantor shall appoint a committee of not more than three persons to review plans for construction or alteration of any structures and for any topographic changes with regard to conformity and harmony of external design and as to the location of the buildings with respect to topography and finished grade elevations.

The Committee may approve one or more of its members to act for it.

In the event said Committee fails to approve or disapprove such design or location within thirty (30) days after said plans and specifications have been submitted to it, such approval will not be required and this covenant will be deemed to be fully complied with.

Grantor by a writing duly recorded may assign the rights, duties and powers of the Committee under these restrictive covenants to a committee to be appointed by a majority of the then record owners of all parcels of Sportsman's Point Subdivision at the time of such assignment.

The powers and duties of such Committee, and any of its designated representatives, shall cease on and after July 1, 1991. Thereafter, the approval described in this covenant shall not be required, unless prior to said date and effective thereon, a writing shall be executed by a majority of the then record owners of Sportsman's Point recorded as above, appointing a committee, who shall thereafter exercise the same powers previously exercised by said Committee above.

3. No trailer, capped basement, shack, garage, barn or other outbuilding erected on any parcel shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence. Exceptions to the above may be made by the above Committee if, in its sole judgement, circumstances warrant an exception; any such exception must be in writing. This shall not prohibit use of a camping trailer or tent for camping purposes.

4. No unlicensed cars shall be stored on any parcel.

5. All toilet facilities must be located within the main dwelling.

6. All residential structures shall contain at least 600 square feet of floor space, exclusive of basement, porches and patios. The 600 square foot minimum shall not apply to exceptions under Item 3 above. There shall be located on each parcel no more than one residence. The word parcel shall mean any of the original lots in the subdivision or any new lots created by resubdivision as limited in Item 13 of these covenants.

7. No noxious or offensive activities shall be carried on upon any parcel nor shall anything be done thereon which may be or become an annoyance or a nuisance to the other parcel owners.

8. No open fires shall be permitted on any parcel unless State and Local fire regulations are complied with. Outdoor fireplaces, if built, and all chimneys shall be provided with fire screens.

9. Garbage must be kept in covered containers, or buried, and trash, tin cans, bottles, paper, etc., shall be kept in containers or buried and shall otherwise satisfy State and Local health regulations.

10. No structure of any kind shall be built on any parcel unless it shall be set back at least 75 feet from the front property line, and at least 40 feet from any side or back property line without consent of Committee as mentioned in Item 2 above

11. The water supply and sewage disposal systems shall satisfy State and Local regulations.

12. The Grantor reserves a right-of-way (along property lines where feasible) with right of entry upon, over, under, across and through said parcel for the purposes of constructing, operating, maintaining and repairing pole lines for electrical and telephone services and other utilities.

13. Parcels shall not be re-subdivided into less than two acres for those parcels fronting on State Route 608, and shall contain not less than three acres on any other parcel.

14. The Committee above (or lot owner association should one be formed and should they take over road maintenance) shall assess each parcel owner a sum which shall be a pro-rate portion (on a per lot basis) of all annual expenses for the maintenance of the roadway easements and maintenance of any community property or common area as shown on said plats of Sportsman's Point.

15. It is expressly agreed that in the event said sum mentioned in Paragraph 14 above is not paid within 60 days, it shall constitute a lien or encumbrance on the individual lots in said subdivision, pro-rata, and by virtue of title to any of the land included in said subdivision, the owner or owners from the time of acquiring title thereto shall be held to have covenanted and agreed to pay to Tolers Bridge Investments or lot owners association aforesaid all fees provided for herein. This annual fee shall be subject and inferior to any tax lien or deeds of trust hereafter recorded against said property. Said lien shall not be enforceable against any lot subsequent of the transfer of said lot to a bona fide purchaser for value without notice of said lien.

16. These covenants shall apply to existing parcels and resubdivided parcels alike.

17. These covenants shall be construed as covenants running with the land and shall be binding upon all parties and all persons claiming under them until July 1, 1991, at which time the covenants shall be automatically extended to successive periods of ten years, unless by vote of the majority of the then owners of the subdivided and legally resubdivided parcels, it is agreed to change the covenants in whole or in part. Prior to July 1, 1991, any such change may be accomplished by appropriate recorded instrument signed by seventy-five percent of the owners of all the subdivided and legally resubdivided parcels in Sportsman's Point Subdivision.

18. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person or persons owning any real property situated within Sportsman's Point, as shown on said plat or as legally resubdivided at some later date, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

19. Notwithstanding these restrictions, each parcel is also subject to State and Local regulations.

20. Invalidation of any of these covenants by judgement or Court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.