

Prepared By: John Randolph Nelson  
716 Court Street  
Lynchburg, VA. 24504

"EXHIBIT C"

Tax Map #: 99-1-1L

RESERVATIONS, COVENANTS AND RESTRICTIONS  
FOR  
CEDARBERRY SUBDIVISION

Cedarberry Development, L.L.C. (hereinafter referred to as "Declarant") does hereby impose the following reservations, covenants and restrictions on Lots 1 through 8 and Lots 11 through 14, inclusive, as shown on the plat of "CEDARBERRY SUBDIVISION", which said plat is dated January 18, 2001, Revised March 7, 2001, and recorded in the Office of the Clerk of the Circuit Court of Bedford County, Virginia in Plat Book 40, at page 375 and also on Lots 8, 9 and 10 as shown on a plat entitled, "PLAT SHOWING RE-SUBDIVISION LOTS 8, 9 AND 10 CEDARBERRY OWNED BY: CEDARBERRY DEVELOPMENT, LLC,...", which plat is dated July 17, 2001, made by Donnie W. Slusher, Land Surveyor, a copy of which is attached hereto, recorded herewith and by this reference is incorporated herein, to-wit:

1. All numbered lots shall be used for residential purposes only and no dwelling other than a single family dwelling shall be erected upon a lot.

2. No dwelling shall be erected or maintained on any lot shown on this plat which shall contain less than 2,500 square feet (floor area) of heated and finished living space if such dwelling be a one story structure, nor less than 3,000 square feet (floor area) of such space for a two story or a split level structure. Such floor area shall be exclusive of all porches, decks, basements and garages.

3. The exposed exterior foundation walls (above grade level) of any dwelling constructed on any lot shall be faced with dryvit, brick, stone, or similar material and not by concrete or cinder block.

4. Except with the prior written approval of the Architectural Committee hereinafter referred to, no building, fence, wall, hedge or mass planting shall be constructed or

permitted within fifty feet (50') of any street line shown on said plat nor shall any building be constructed within fifteen feet (15') of any side lot line or within thirty-five feet (35') of any rear lot line, except that Lot 10 shall not have a setback line at the rear of such lot.

5. No lot or any part thereof shall be used for public access from the property subdivided by said plat to or from adjacent property located outside this subdivision without the prior written approval of two-thirds of each Class of Members. Any such adjacent property shall become a part of Cedarberry subdivision and be subject to the Declaration.

6. Except for household pets, which do not have to be kept inside at all times, no poultry or animals shall be kept or maintained on any lot.

7. No noxious or offensive activity shall be carried on within this subdivision nor shall anything be done therein which shall constitute a nuisance to the adjoining landowners.

8. No sign or billboard of any nature shall be erected or maintained on any lot except signs of the usual and customary size and design offering that lot for sale which signs shall be removed as soon as that sale is closed.

9. No boat, tractor, trailer, recreational vehicle, camper, mobile home, commercial truck or similar property shall be parked on any lot except in closed garages or well screened enclosures. No inoperable or unlicensed vehicle (excluding all terrain vehicles, bicycles, golf carts and lawn tractors) shall be stored or regularly parked on any lot. No trade materials or inventories may be stored on any lot. No business activity or trade of any kind shall be conducted upon any lot. No clothes racks or lines, clothes washing or drying equipment shall be permitted outside the dwelling constructed on any lot.

10. Off street parking shall be provided on each lot sufficient to accommodate all automobiles and other vehicles owned by the persons residing in the dwelling on that lot. No resident of a dwelling on any lot may park an automobile or vehicle on any street or road in this subdivision. Within one year of the commencement of construction of any dwelling, a permanent driveway must be constructed on the lot on which that dwelling is situated. Such permanent driveway shall be paved black top, brick, concrete or surface treatment so as to resemble the same. Before construction of any driveway, whether temporary or permanent, a culvert or drain pipe must be installed. The size and location of that drain pipe must be approved by the Developer prior to installation. All driveway entrances and mailbox access must conform to the minimum requirement of the Virginia Department of Transportation (VDOT). A temporary gravel

driveway must be installed prior to any clearing, grading or construction on any lot to provide off street parking for construction vehicles in order to prevent soil erosion and keep mud and debris off the streets. The builder and lot owner will be jointly and severally liable for damage to the street, shoulder of the road, utilities and for costs of conforming to VDOT standards including those required for driveway and mailbox entrances.

11. After purchase from the Declarant, each lot owner shall keep the lot free of tall grass, undergrowth, dead trees, trash, and rubbish.

12. Declarant reserves for itself and its successors and assigns the right to erect, put down, install and maintain utility systems along, in, on, over and under the land in this subdivision set apart as streets, easements or otherwise for public passage over the same. Such utility systems shall be limited to those serving the lots within this subdivision. All such utility lines and connections between such main utility systems and the residence and other buildings located on each building site shall be concealed and located underground. Declarant further reserves for itself, successor and assigns a five foot (5') wide easement along the side and rear property lines of each lot within this subdivision for the purpose of installing and maintaining utility lines, pipes and/or conduits serving lots within this subdivision.

13. No building, outside lighting, screen, planting, fence, dock or other improvement shall be erected, altered, or placed on any lot, nor shall any tree having a diameter of more than four (4) inches be removed, unless building plans, specifications, and site plans showing the location of such improvements or alterations have been submitted in advance in writing to and the same have been expressly approved in writing by the Architectural Committee as to conformity and harmony of exterior design and exterior materials with existing structures in the area and as to location with respect to topography and neighboring structures.

14. No fence of any nature whatsoever shall be erected or maintained on any lot except that fences required by law to surround swimming pool areas are permitted so long as such fences shall be expressly approved in writing by the Architectural Committee prior to such erection. Such approval is subject to the same provisions as are set forth in paragraph #13, above.

15. No communication receiving and/or transmitting device (including but not limited to television, radio, CB, satellites discs or other antennae) may be installed or located on any lot or structure without the express written consent of the Architectural Committee.

(b) No trash, garbage, debris, toxic waste or pollutants of any kind shall be placed into or permitted to enter Ivy lake.

(c) Lot owners shall implement all measures as may be necessary or required to prevent erosion into Ivy Lake and to prevent the washing of debris into Ivy Lake.

(d) Use of Ivy Lake shall be subject to such rules and regulations as may be promulgated from time to time by Declarant, its successors and assigns. Neither the Declarant nor the Architectural Committee assumes any responsibility for the safety of persons using Ivy Lake, and persons using Ivy Lake do so at their own risk.

Witness the signature and seal of the duly authorized officer and agent of Cedarberry Development, L.L.C. on this the \_\_\_\_\_ day of \_\_\_\_\_, 2002.

CEDARBERRY DEVELOPMENT, L.L.C.  
Declarant

By Allen W. Harvey  
Allen W. Harvey, Member

STATE OF VIRGINIA)

COUNTY OF BEDFORD)

The foregoing instrument containing Reservations, Covenants and Restrictions was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2002, by Allen W. Harvey, Member of Cedarberry Development, L.L.C.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public