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RESERVATIONS AND RESTRICTIONS

FOR

IVY WEST

The following reservations, covenants and restrictions shall apply to all numbered lots shown the plat of "Ivy West" Subdivision, which said plat is recorded in the Office of the Clerk of the Circuit Court of Bedford County, Virginia.

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 modular or trailer style home shall be permitted.
3. No dwelling shall be erected or maintained on any lot shown on this plat which shall contain less than 1500 square feet (floor area) of heated and finished living space if such dwelling be a one story structure, not less than 1800 square feet (floor area) of such space for a 2 story dwelling, not less than 1200 square feet (floor area) of such space for the second level of a split level or split foyer structure which shall not have less than 1800 square feet (floor area) for all floors.
4. The exposed exterior foundation walls (above grade level) of any dwelling constructed on any lot shall be faced with brick, stone, or similar material and not by concrete or cinder block.
5. The building setback line shall be as shown on the plat and in addition thereto, no dwelling shall be constructed within 15' of any side lot line or 40' of any rear lot line.
6. No lot or any part thereof shall be used for public access from the property subdivided by this plat to or from adjacent property located outside the Ivy West subdivision without the prior written approval of the owner.
7. No animals or poultry of any kind, other than house pets shall be kept or maintained on any lot.
8. 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.

9. 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 the property for sale which signs shall be removed as soon as the sale is closed.

10. No boat, tractor, trailer, commercial truck or similar property shall be parked on any lot except in closed garages or well screened enclosures. No inoperable or unlicensed vehicle 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 carried upon any lot. No clothes racks and lines, clothes washing and drying equipment, or laundry rooms shall be permitted on any lot.

11. Off street parking shall be provided on each lot sufficient to accommodate at least two (2) automobiles. All driveways shall be paved black top, concrete or surface treatment.

12. After purchase from the Owners, each lot owner shall keep his property in this subdivision free of tall grass, undergrowth, dead trees, trash, and rubbish.

13. The Owners reserve for themselves and their 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. All such utility lines and connections between the main utility lines and the residence and other buildings located on each building site shall be concealed and located underground so as not to be visible.

14. No building, outside lighting, screen plating, 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 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, subject nevertheless, to the proviso that in the event no suit to enjoin the erection of a building or the altering of existing buildings has been commenced prior to the completion of the work, such approval will not be required and this covenant will be deemed to have been fully satisfied.

15. No fence of any nature whatsoever shall be erected or maintained on any lot except that such fences as may be 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 #14, above.

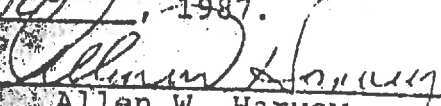
16. No communication receiving and/or transmitting device (including but not limited to television, radio, CB, satellites discs or other antennae) may be installed or located on any lot or structure.

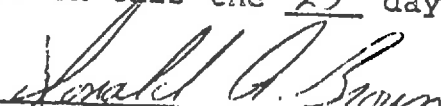
17. The Architectural Committee, hereinabove mentioned, shall consist of Allen W. Harvey and Donald A. Brown, their successors or assigns, until their successors shall have been duly appointed. Any matter submitted in writing to all members of the Architectural Committee with written request for approval by said Committee which is neither approved nor disapproved within thirty days after such submission shall be deemed to have been approved. No committee member shall be entitled to compensation for serving as such. The Architectural Committee shall have the right to grant variances from these restrictions.

18. Notwithstanding any other provision herein to the contrary, the owner reserves the right to change and modify this subdivision plan by changing the size and shape of any unsold lot shown thereon, including any building setback or dwelling area requirement or to open, close, or relocate new streets or undedicated streets.

19. These restrictions shall run as covenants with the title to all lots shown on this plat until August 1, 1997, except that the same may be amended or rescinded at any time by written declaration to that effect executed by Allen W. Harvey and Donald A. Brown (herein called "Owners"), their successors and assigns or by 75% majority of the owners of record for this section and recorded in the Clerk's Office of the Circuit Court of Bedford County, Virginia. These restrictions shall be enforceable at law or equity by any owner of any lot and the invalidation of any part of these restrictions by Court order or otherwise, shall not effect any other provision hereof which shall remain in full force and effect.

Witness our signatures and seals on this the 25 day of July, 1987.


Allen W. Harvey


Donald A. Brown