

000010531

This DECLARATION OF RESTRICTIONS, made as of September 11, 2000, by **LAKEPOINTE, LLC**, a Virginia limited liability company, Grantor, herein referred to as "DEVELOPER";

WITNESSETH THAT:

TAX MAP
NUMBERS:
PART OF
81-A-11A AND
81-A-11B

WHEREAS, by a plat entitled "Plat Showing Lakepointe, Jefferson Magisterial District, County of Bedford, Virginia," made by Perkins & Orrison, dated 6-19-00 and revised 7-14-00 and 7-24-00, recorded in the Clerk's Office of the Circuit Court of Bedford County, Virginia, on September 11, 2000 as Instrument No. 000010343 at Plat Book 39, pages 297 through 300, DEVELOPER has subdivided the property thereon described (the said property and the lots shown on said plat being herein referred to collectively as "Lakepointe"); and

DEVELOPER does hereby impose on the lots shown on said plat, the following restrictions and reservations:

RESTRICTIONS AND RESERVATIONS FOR LAKEPOINTE

1. All lots shall be used for detached single family residential purposes only and no dwelling other than one detached single-family dwelling shall be erected upon any lot.
2. There shall not be more than 53 lots in Lakepointe and no lot may be resubdivided in order to create any additional lot or lots. Subject to the foregoing provision, a lot may be divided into not more than two parcels to be combined with adjoining lots and two or more adjoining lots may be combined into one lot provided the combined lot and portion of a lot or combined lots shall be deemed one lot for all purposes of this Declaration of Restrictions. This paragraph is subject and subordinate to paragraph 22 of this Declaration of Restrictions.
3. No dwelling or part of a dwelling may be occupied for residential or living purposes, temporary or permanent, until construction is completed and a certificate of occupancy or similar permit issued or granted by Bedford County, Virginia.
4. No mobile home, double-wide, house trailer, modular home, tent, shack, multi-family building or occupancy, or tractor-trailer (other than a tractor-trailer temporarily in Lakepointe for the purpose of delivery of goods and material or moving household goods to or from a dwelling) shall be permitted in Lakepointe.
5. No dwelling which has a minimum area of less than 2500 square feet of insulated, heated and finished living space for a two story dwelling, 2300 square feet of insulated, heated and finished living space for a story and one half dwelling and

Prepared by: Fralin, Feinman, Coates & Kinnier, P.C.
2104 Langhorne Road
Lynchburg, VA 24501

2000 square feet of insulated, heated and finished living space for a one story dwelling exclusive of all porches, basements, and garages shall be erected or placed on any lot. The determination of the applicable minimum square footage required for any dwelling shall be made by and in the sole discretion of the Architectural Committee hereinafter referred to. No split foyer, split level or on-slab dwelling may be erected on any lot unless approved in advance by the Architectural Committee which shall take into consideration the compatibility of such dwelling regarding size, design and appearance with the overall requirements and intent of this Declaration of Restrictions.

6. Except with the prior written approval of the Architectural Committee hereinafter referred to, no building of any kind including garages shall be located on any lot less than 40 feet from any street line and no building shall be located less than 15 feet from any side lot line or less than 50 feet from any rear lot line. No building or structures other than a boat house or dock shall be erected on a lot abutting Ivy Lake within 100 feet of the 800 feet elevation contour line constituting the normal water level of Ivy Lake or within the 100 year flood plain (820 feet elevation contour line as shown on the aforesaid Plat Showing Lakepointe). To the extent the building setback lines set forth herein are less restrictive than any setbacks required by the Bedford County Subdivision Ordinance or any other applicable law, ordinance or governmental regulation, such law, ordinance or regulation shall control.
7. The exposed exterior walls (above grade level) of any dwelling constructed on any lot shall be faced with brick, stone, wood, or similar material, and not be concrete or cinder blocks. Vinyl, stucco, "Hardy Board" or other synthetic material may be used only with the prior written approval of the Architectural Committee.
8. Disc type television antennae eighteen (18) inches or less in diameter may be placed on the rear or side of a house or in the back. Disc type television antennae more than eighteen (18) inches in diameter may not be placed on any lot.
9. No dwelling, building, fence, outside lighting, screen planting, dog house or other exterior pet enclosure, dock, boat house, deck, pavilion, gazebo or other exterior improvement (all or any of which are referred to herein as "improvement") shall be erected, altered or placed on any lot unless and until such improvement has been approved in writing by the Architectural Committee. The owner of the lot shall submit to the Architectural Committee site plans and building plans and specifications clearly reflecting the location, size, design, materials and color of the improvement which are sufficiently complete and specific for the Architectural Committee to determine that such proposed improvement will be in compliance with the restrictions set forth in this Declaration, in conformity and harmony with existing or planned and approved improvements in Lakepointe and

compatible as to location with respect to topography, drainage and in relation to Ivy Lake or other adjoining water course or drainage running into Ivy Lake.

10. No animals or poultry of any kind, other than house pets shall be kept or maintained on any lot. Dogs and cats shall not be allowed to roam at large without the supervision of their owner, nor shall they be allowed to bark excessively and/or loudly to the constant annoyance of neighbors.
11. 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.
12. No sign or billboard of any nature shall be erected on any lot, except signs of the usual and customary size and design offering the property for sale or rent.
13. No commercial truck/trailer or similar property shall be regularly parked on any lot. Boats, recreational vehicles, camping trailers and the like may be parked only in the back yard behind the dwelling or in closed garages, and they shall not be used for residential purpose. No boat, recreational vehicle, camping trailer and the like exceeding twenty five (25) feet in overall length may be parked or stored on any lot. No inoperable or unlicensed vehicles shall be stored or regularly parked on any lot. No trade materials or inventories may be stored on any lot.
14. Before the construction of any driveway, whether temporary or permanent, a culvert or drain pipe must be installed. The size and location of said drain pipe must be approved by the DEVELOPER prior to installation. All driveway entrances and mailbox access must conform to the minimum requirements of the Virginia Department of Transportation (VDOT). A 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 to keep mud and debris off the streets. The builder and the lot owner will be liable, jointly and severally, for damages to the street, shoulder of the road, utilities and for the costs of conforming to VDOT standards including those required for driveway and mailbox entrances. Driveways must be surfaced with asphalt, concrete or other suitable material approved by the Architectural Committee within one year after the initial occupancy of the dwelling on any lot.
15. 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 Lakepointe.
16. No fences or walls may be erected or placed on any lot between the street or road on which a lot fronts and the front of the dwelling. Lots 11, 12 and 30 shall be deemed to front on Lakepointe Drive. Also, no fences or walls may be erected or

placed on lots 11 and 12 within 25 feet of Lake Meadow Lane and no fences or walls may be erected or placed on lot 30 within 25 feet of East Way Lane. No fences or walls may be erected or placed on any lot abutting Ivy Lake within 70 feet of the 800 feet elevation contour line constituting the normal water level of Ivy Lake.

17. After purchase from the DEVELOPER, each lot owner shall keep his/her lot in this subdivision free of tall grass, dead trees, undergrowth, trash, and rubbish. Each lot owner shall be responsible for seeding, mowing and keeping clean that portion of each lot lying between the lot line and the pavement of any street or road abutting the lot. Each owner of a lot abutting Ivy Lake shall keep the area within 200 feet of the 800 feet elevation contour line constituting the normal water level of Ivy Lake, free of tall grass, undergrowth, dead trees, trash and rubbish and properly maintained so as to present a pleasing appearance, maintain the proper contour of the lake bank, and prevent erosion.
18. The DEVELOPER reserves for itself and its 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 or designated on any deed thereto or plat thereof as streets, utilities, easements, or otherwise for public passage or use over same and over a strip of land five (5) feet in width abutting the side and rear lines of each lot.
19. Upon purchase from the DEVELOPER, each lot owner shall thereafter be responsible for implementing the Approved Erosion and Sediment Control Plan for Lakepointe (or any substitute plan approved by Bedford County authorities) relative to their respective lot. At the time of construction, the builder and the lot owner will be liable and responsible, jointly and severally, for carrying out the appropriate approved erosion and sediment control measures (i.e., gravel construction entrances, driveway pipes, seeding, silt fence barriers, etc.) and insuring that they are properly installed and functioning as planned. In addition, the owners of Lots 13 through 20 and 51 through 53, inclusive, must install not less than two silt fences at least 20 feet apart across the width of the lot within not less than 20 feet nor more than 100 feet from the 800 feet elevation contour line constituting the normal water level of Ivy Lake during construction of any dwelling and other improvements which require or involve grading or moving soil (other than planting live plants) on any such lot and maintain at least one silt fence until all disturbed areas are landscaped, planted or seeded with grass and all such plants and grass are growing and established. With the exception of the said Lots 13 through 20 and 51 through 53, that portion of any lot located more than three hundred fifty (350) feet from the line of the road or street on which such lot fronts (other than a septic system drainfield approved by Bedford County, Virginia) is intended to be maintained in an overall natural state. No living tree more than six (6) inches in diameter at a height of three (3) feet may be cut or removed from such area without the prior approval of the Architectural Committee. The purpose of this paragraph is to preserve and protect the integrity, stability and beauty of

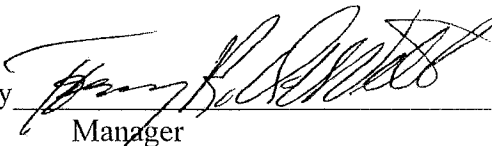
Ivy Lake and its tributaries and to prevent filling or siltation of the lake or damage to the dam or spillways. Any dredging, digging or excavation in Lakepointe may be subject to applicable laws, ordinances and regulations of Bedford County, Virginia, the Commonwealth of Virginia or any other government or agency having jurisdiction and these restrictions do not replace, supplant or supercede any such law, ordinance or regulation.

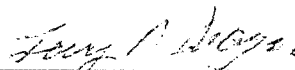
20. All telephone, electric, and other utility lines and connections between the main utility lines and residence and other buildings located on each lot shall be concealed and located underground so as not to be visible.
See pp. 4-5 of associated file for an amendment to paragraph 21, made April 2023.
21. The Architectural Committee, hereinabove from time to time mentioned, shall consist of not less the three (3) nor more than five (5) persons appointed annually on the first day of October by DEVELOPER or its assignee, to serve for one (1) year or until their successors shall have been duly appointed. Any vacancy occurring in the membership of said Committee may be filled for the balance of the unexpired term by majority vote of the remaining members of the Committee. Members of the Committee may but are not required to be owners of lots in Lakepointe or an officer, manager, partner or other representative of an owner that is not an individual. Said Committee shall select one of its members as Chairman, keep written minutes of its proceedings, and have the right to establish reasonable by-laws, rules and regulations for carrying on its business. Any matter submitted in writing to the Chairman or all members of the Architectural Committee with written request for approval by said Committee which is neither approved nor disapproved within thirty (30) days after such submission shall be deemed to have been approved. At such time as DEVELOPER or its assignee does not own a lot in Lakepointe subdivision the members of the Committee shall be elected by the owners of the lots in Lakepointe subdivision in such manner as may be established by a written agreement or document made and executed by the owners of more than one-half of the lots in Lakepointe subdivision within one year after DEVELOPER ceases to own a lot in Lakepointe subdivision.
22. The DEVELOPER reserves the right to change and modify the subdivision plan by eliminating, combining or 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, including the right to convert lots into streets. The DEVELOPER also reserves the right to grant variances for these restrictions where in its sole discretion a hardship will be caused by compliance herewith. This paragraph 22 shall terminate and be of no effect when DEVELOPER or its assignee does not own a lot in Lakepointe subdivision.
23. As long as DEVELOPER owns one or more lots in Lakepointe the DEVELOPER or the Architectural Committee may enforce these restrictions. Enforcement of these restrictions shall be by proceedings at law or in equity, either to restrain violation or to recover damages, against any person or persons violating or

attempting to violate any covenant, and said person or persons violating or attempting to violate any covenant shall be liable for all reasonable costs and attorney fees in connection with any enforcement proceedings. In addition, if DEVELOPER or the Architectural Committee gives a lot owner notice of any specific corrective action that it deems necessary to remedy or cure any violation, and the lot owner does not undertake such corrective action within 30 days and proceed expeditiously to complete such remedy or cure, DEVELOPER or the Architectural Committee may undertake such corrective action and recover from the lot owner the actual cost of such corrective action (including reasonable and actual attorney fees), plus a management fee equal to 15% of such cost. At and after such time as the DEVELOPER does not own a lot in Lakepointe the Architectural Committee or any owner of a lot in Lakepointe may enforce these restrictions.

24. As long as the DEVELOPER owns a lot in Lakepointe, the DEVELOPER may amend these restrictions and reservations. At and after such time as the DEVELOPER does not own any such lot, these restrictions may be amended or terminated only by the written consent of the owners of at least sixty percent (60%) of the lots in Lakepointe, duly recorded in the Clerk's Office of the Circuit Court of Bedford County, Virginia.

LAKEPOINTE, LLC

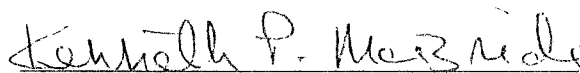
By 
Manager

By 
Manager

STATE OF VIRGINIA
CITY/COUNTY OF BEDFORD to-wit:

The foregoing instrument was acknowledged before me this 15th day of September, 2000 by TOMMY R. DEWITT, as Manager of Lakepointe, LLC, on behalf of the company.

My commission expires SEPT. 30, 2003


Notary Public

STATE OF VIRGINIA
CITY/COUNTY OF BEDFORD to-wit:

The foregoing instrument was acknowledged before me this 15th day of September, 2000 by TERRY P. JRYNS, as Manager of Lakepointe, LLC, on behalf of the company.

My commission expires SEPT. 30, 2003

Kenneth F. Mezzadite
Notary Public

Ret: G. Fraley

INSTRUMENT #000010531
RECORDED BY THE CLERK'S OFFICE OF
BEDFORD COUNTY ON
SEPTEMBER 15, 2000 AT 11:36AM
CAROL W. BLACK, CLERK

BY: *Gita K. Fraley* (CIC)

19.00