

DECLARATION OF AGREEMENTS,  
COVENANTS, CONDITIONS, RESERVATIONS,  
EASEMENTS AND RESTRICTIONS  
AFFECTING BLOCK 8, SECTION 1  
IVY HILL SUBDIVISION, BEDFORD COUNTY, VIRGINIA

THIS DECLARATION, made this 3rd day of July, 1978 by ALLEN W. HARVEY and FERN W. HARVEY, husband and wife, hereinafter referred to as "Declarant", parties of the first part; ALVIN D. WOODS, Sole Acting Trustee, party of the second part; and VIRGINIA NATIONAL BANK, party of the third part:

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in the County of Bedford, State of Virginia as shown on a plat entitled "Plat of Subdivision of Ivy Hill, Block 8 of Section 1, Jefferson (formerly Forest) District, Bedford County, Virginia" dated \_\_\_\_\_ made by J. A. Gustin & Associates, which plat is attached hereto and recorded herewith. The property shown on said plat is covered by the liens of the following deeds of trust:

1. Deed of trust dated November 15, 1973 from Allen W. and Fern W. Harvey to J. F. Madden and J. W. Burton, trustees, recorded in Deed Book 398, page 77. By instrument dated December 2, 1974 recorded in Deed Book 411, page 410, Alvin D. Woods and George L. Harrison, Jr. were made substitute trustees in this deed of trust.
2. Deed of trust dated December 2, 1974 from Allen W. and Fern W. Harvey to Alvin D.

## RESERVATIONS AND RESTRICTIONS

1. Lots shown on the plat are to be used for residential purposes only. No further subdivision of any lot shown on the plat shall be made without the prior written approval of the Architectural Committee.
2. No structure shall be erected, placed or permitted to remain on any of the foregoing lots other than one detached single family dwelling, not to exceed two and one-half stories in height at the elevation facing the street, and a private garage. An efficiency apartment of not more than 3 rooms may also be constructed on such property, which said apartment may be used and occupied by domestic servants or guests of the person or persons entitled to possession of said main dwelling, provided specifically, however, that such apartment shall not be rented. No such efficiency apartment shall be constructed unless the main dwelling has first been constructed or unless they are constructed at the same time.
3. The building set back lines shown on the plat begin at the center line of the street shown on the plat. 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 closer to the center line of any street than the building set back lines shown on the plat to be applicable to said lot, and no building shall be located less than 15 feet from any side lot line or less than 70 feet from the maintenance easement line of any lake or the property line of any golf course property or less than 50 feet from any rear lot line. No septic tank drainfield lines shall be installed nearer than 100 feet to the rear property lines.
4. No residential structure which has a minimum area of less than 2250 square feet of heated area for two story and split level structures and 2000 square feet of heated area for one story structures exclusive of all porches, basements, and garages shall be erected or placed on any lot.
5. No building, fence, outside lighting, screen planting, or other improvement shall be erected, altered, or placed on any lot unless building plans, specifications, and site plans showing the location of such improvements 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, lakes, golf courses, 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.
6. No noxious or offensive activity shall be carried on within this subdivision, nor shall anything be done thereon which shall constitute a nuisance to the adjoining landowners. No signs, or billboards shall be erected or maintained on any lot unless approved in advance by the Architectural Committee. No trade materials or inventories may be stored upon the premises and no trucks, boats, or tractors may be stored or regularly parked on

the premises except in a garage or well screened enclosures. All trash and garbage must be kept in underground receptacles unless within the utility yard referred to in Paragraph 12 hereof. No business activity or trade of any kind whatsoever shall be carried on upon any building site.

7. No trailer, basement (unless said basement is part of a residence erected at the same time), tent, shack, barn or other outbuilding shall be erected or placed on any property covered by these covenants, except as specifically permitted herein.

8. No animals or poultry of any kind, other than house pets, shall be kept or maintained on any lot. Horseback riding or horse drawn vehicles shall be confined to paved roads and golf course maintenance roads.

9. No fence, wall, hedge, or mass planting shall be permitted to extend beyond the minimum building set-back line established herein or within 70 feet of any golf course or lake except by the advance written approval of the Architectural Committee.

10. Adequate off-street parking shall be provided by the owner of each lot for the parking of the automobile or automobiles of such owner and his household, and owners of lots shown on said plat shall not park their automobiles on the streets in this subdivision.

11. Each owner shall keep his property in this subdivision and the lake bank adjacent thereto, if any, 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.

12. Each residential structure shall have attached thereto one or more utility yards. At least one such utility yard shall be constructed at the same time the main residence is constructed unless provision is made for the housing of the items set forth below either in the main residence or garage. Each utility yard shall be walled or fenced, and the entrance thereto shall be screened, using materials and with a height and design approved by the Architectural Committee. The following buildings, structures, and objects may be erected and maintained and allowed to remain on a building site only if the same are located wholly within the main residence or wholly within a utility yard; pens, yards and houses for pets, above ground storage of construction materials, wood, coal, oil and other fuels, clothes racks and lines, clothes washing and drying equipment, laundry rooms, tool shops and workshops, garbage and trash cans, boats and boat trailers and receptacles (other than the underground receptacles referred to in Paragraph 6 hereof) and above ground exterior air-conditioning and heating equipment and other mechanical equipment and any other structures or objects determined by the Architectural Committee to be of an unsightly nature or appearance.

13. All telephone, electric, and other utility lines and connections between the main utility lines and residence and other buildings located on each building site shall be concealed and located underground so as not to be visible.

14. Allen W. Harvey and Fern W. Harvey, for themselves and their successors and assigns, hereby reserve, and are given a perpetual easement, privilege and right for utility purposes, on, in and under a five (5) foot strip along the rear line of each building site and on, in and under a five (5) foot strip along the interior side lot line of each Subdivision lot; and on, in and under a fifteen (15) foot strip along the shore line of any lake shown on said plat.

15. These restrictions are to run with the land and shall be binding until January 1, 1990, at which time said restrictions shall automatically be extended for successive periods of ten (10) years unless by instrument duly signed and acknowledged by the owners of property constituting not less than 75% of the lots shown on all the recorded plats of the Ivy Hill Subdivision Complex and duly recorded in the Clerk's Office of the Circuit Court of Bedford County, Virginia, said restrictions are terminated in whole or in part. By instrument duly signed and acknowledged by the owners of all lots shown on the aforesaid plats and recorded in the aforesaid Clerk's Office, these restrictions may be at any time amended subject to the proviso that the amendment of any provision with respect to the membership, responsibility, powers or duties of the Architectural Committee may be amended only by instrument duly recorded, signed, and acknowledged by the owners of all lots in the Ivy Hill Subdivision complex and subject to restrictions pertaining to such Architectural Committee.

16. The Architectural Committee, hereinabove from time to time mentioned, shall consist of five (5) persons appointed annually on the first day of June by Allen W. Harvey and Fern W. Harvey, their successors or assigns, 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. One member of such Committee shall be a qualified architect and not less than three members of such Committee shall be homeowners in the Ivy Hill Subdivision complex. 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 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.

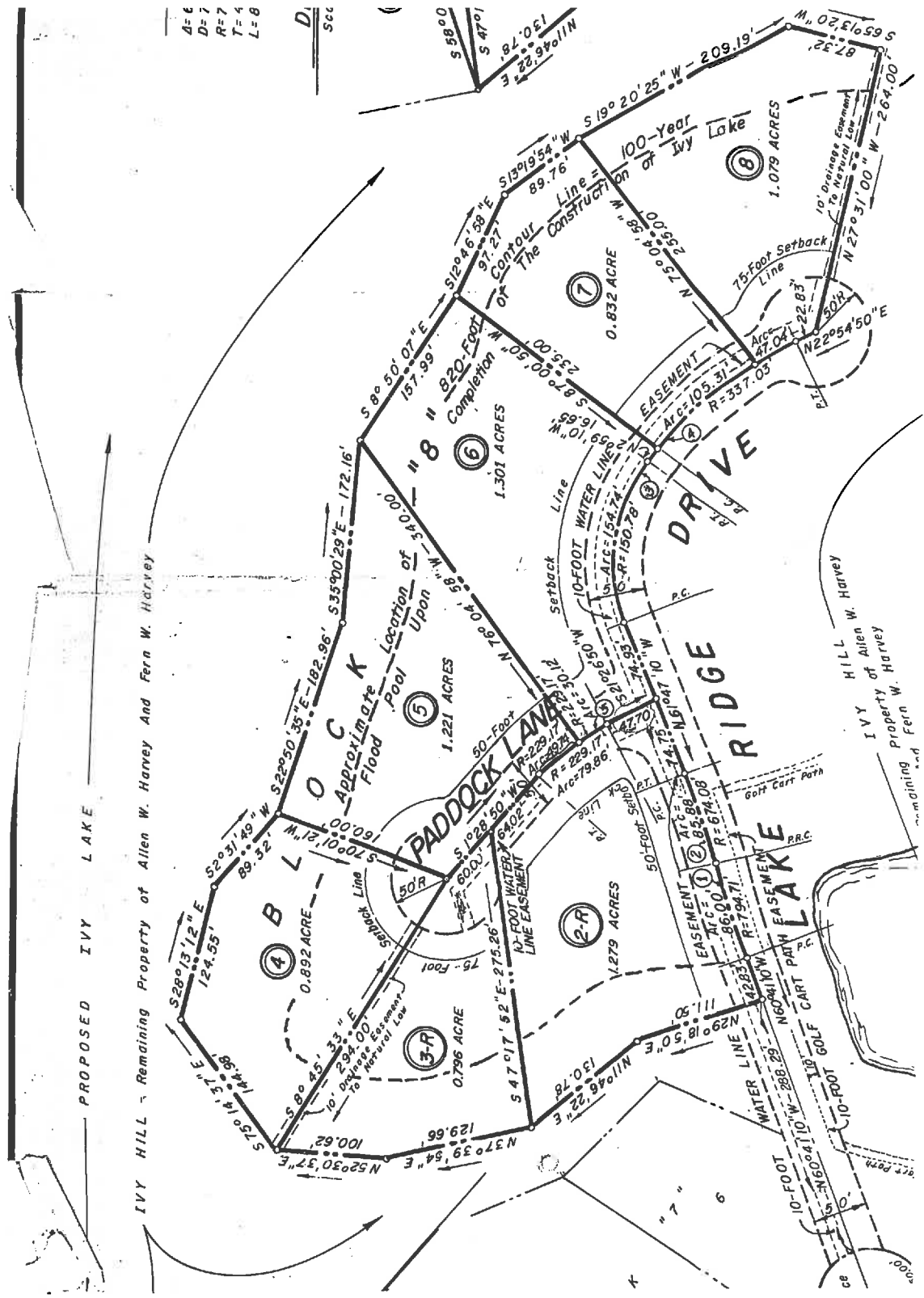
The Architectural Committee may, by unanimous written consent, designate one (1) of its members to act for it with respect to such matters as said Committee may see fit, but such designation shall be subject to termination at any time by the Committee upon request of any member thereof. No Committee member shall be entitled to compensation for serving as such.

17. These restrictions shall be enforceable at law or equity by Allen W. Harvey and Fern W. Harvey, their successors or assigns, as well as by the owner or owners of any lots in the Ivy Hill Subdivision complex. Invalidation of any of these restrictions or any part thereof by judgment or Court Order or otherwise, shall not effect any other provision hereof which shall remain in full force and effect.

18. Allen W. Harvey and Fern W. Harvey, the owners of Ivy Hill Farm, are developing said farm as a high quality residential area and the plat with which these reservations and restrictions are recorded is a part of the first area to be developed. It is contemplated that the development will be in segments over a period of years with additional plats being put to record from time to time. The term "Ivy Hill Subdivision Complex" as used herein refers to the developed area within Ivy Hill Farm at the time in question. These restrictions shall be applicable only to the property shown on the plat with which these reservations and restrictions are recorded and shall not be applicable to adjacent property unless expressly made so applicable by a further deed of dedication. Recognizing that it may be necessary or desirable to apply different reservations and restrictions to other areas as the development progresses, Allen W. Harvey and Fern W. Harvey expressly reserve the right to apply different reservations and restrictions to other areas of the Ivy Hill Subdivision Complex as the development progresses.

A=6  
D=7  
R=7  
T=4  
L=8

D  
Sec



PROPOSED IVY LAKE  
 IVY HILL Remaining Property of Allen W. Harvey And Fern W. Harvey

IVY HILL  
 Remaining Property of Allen W. Harvey  
 and Fern W. Harvey