

SUBDIVISION RESTRICTIONS

OF

THE WATERFRONT,

SECTION III

1153

The following shall be covenants running with the title to any and all parts of this land for a period of twenty-five (25) years from date of recordation of this map and restrictions:

- (1) Lot owners who maintain private driveways onto their respective lots shall install corrugated culvert pipe according to state specifications along the street line where such driveways meet the street. No concrete driveways will be allowed without exposed aggregate.
- (2) The owner-developer, Bremble Properties, Inc., reserves unto itself, its heirs or assigns, the right to erect and maintain telephone and electric light poles, conduits, equipment, sewer, gas and water lines or to grant to others easements of right-of-way, therefore, on, over, or under a strip of land fifteen (15) feet wide at any point along the road right-of-way abutting said lots. The owner-developer will furnish a public water system owned by the owner-developer.
- (3) No residence shall be constructed within The Waterfront, Section III, duplicating the design of another residence already constructed or under construction within any section of The Waterfront, nor shall the exterior appearance of any residence be substantially the same as that of another residence already constructed or under construction within any section of The Waterfront.
- (4) Except in necessary construction areas and septic fields, no trees four (4) inches caliper or larger, measured 24 inches from the ground, shall be removed from the property without the approval of the owner-developer, its successors or assigns. In necessary construction areas and septic fields, as many trees as possible shall be left standing.
- (5) No building of a temporary nature shall be erected or placed on any of said lots except those customarily erected in connection with building operations and, even in such cases, no such temporary building shall remain in place more than six (6) months. House trailers may not be parked on lots for any purpose or period of time. No trucks, buses, old cars or unsightly vehicles of any type or description or outbuildings may be left or abandoned on said lots.
- (6) No residence shall be constructed in The Waterfront, Section III, until the plans for such residence have been submitted to, approved and signed by The Waterfront Architectural Board, its successors or assigns. Plans shall be prepared by a person or firm regularly engaged in such work. Not more than one single family residence shall be erected on any lot, and it shall contain a minimum of one thousand (1000) square feet of livable space if it is a one-floor dwelling, or fourteen hundred (1400) square feet of livable floor space

if it is a two-floor dwelling, exclusive of decks, attics, porches, garages, carports or unfinished basements. Exterior construction must be completed and closed in within nine (9) months of commencement of construction. Walkout basements finished will be considered two-story provided only a minimum grade fill of two (2) feet can be counted finished space. Anything filled over two (2) feet above basement slab cannot be counted finished space.

(7) No lot may be re-subdivided without the prior written approval of The Waterfront Architectural Board.

(8) No building shall be erected closer than thirty-five (35) feet to any street or road, nor closer than fifteen (15) feet to any side or seventy-five (75) feet to rear lot line, except that if two or more adjacent lots are used together for the construction of one dwelling, then the said fifteen (15) feet side setback shall be measured from only the outermost lines of the combined lots. The rear lot line adjoining golf course property shall have minimum setback of seventy-five (75) feet. This setback can be waived by owner-developer when lot depth or topography require.

(9) The owner-developer will install a private boat ramp and docks in the said Common Areas for the use of lotowners in The Waterfront, Sections I, II and III, such boat ramp and dock to be maintained by such lotowners. Upon expiration of these restrictions, title to the said Common area shall revert to the owner-developer.

(10) All lots in the subdivision shall be used for residential purposes only. No building shall be erected on any lot prior to the erection of the dwelling thereon. Any garage or other building erected on any lot shall conform generally in appearance and materials to the dwelling on such lot. All boat docks shall be built according to U.S. Army Corps of Engineers specifications. Plans for the construction of boat houses shall be reviewed and approved by The Waterfront Architectural Board as in the case of dwellings. No outbuildings will be permitted.

(11) No signs, billboards, or advertising of any nature shall be erected, placed or maintained on any residential lots herein designated, nor upon any building erected thereon, except directional and informational signs erected by the owner-developer, its heirs or assigns.

(12) All dwellings and buildings shall be brick, wood, or natural stone to grade, unless siding is installed within eight (8) inches of grade, in which case stucco may be used between the siding and grade provided such area is rendered invisible from adjacent streets and lots by landscaping or other appropriate methods of concealment. No concrete, block, etc., higher than eight (8) inches from grade will be accepted, regardless of visibility.

(13) Each lot owner shall be required to make connection with the central water system provided by the owner-developer within ten (10) days of the commencement of construction of the dwelling on his lot and to pay a hookup fee of FOUR HUNDRED TWENTY-FIVE DOLLARS (\$425.00) prior to such connection (fee subject to increase on account of inflation). This fee includes one (1) water meter and system line to the owner's property line. The owner shall pay the owner-developer for water service per gallon used, with a minimum charge of \$8.00 per month. Billing for water service will be on a monthly or quarterly basis.

(14) No fence shall be constructed along any property line so as to be visible from the street or lake without the prior written approval of The Waterfront Architectural Board.

(15) Each lot owner who builds a dwelling upon his lot shall provide off-street parking for four (4) or more vehicles in a driveway or other appropriate area.

(16) All fuel storage tanks, trash and garbage receptacles shall be buried in the ground or placed so as not to be visible as such from any viewpoint.

(17) No horses, cows, goats, pigs, fowl or pigeons shall be kept upon the premises of any lot or building thereon, nor shall there be kept upon such premises any other animal or pet which causes obnoxious odors, or is dangerous to the health or welfare of other residents in The Waterfront, and no nuisance shall be maintained or permitted on such premises.

(18) In the event of a violation or clearly threatened violation of any of the provisions hereof, it shall be lawful for any other person or persons owning any real estate situated in the said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or threatening to violate any such covenant, either to prevent or enjoin such violation or to recover damages or other dues for such violation.

(19) Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

(20) The owner of any lot shown hereof shall provide for any dwelling constructed on such lot a septic disposal system constructed in accordance with the specifications of state and county public health officials. Location of all septic tanks shall be selected by the Franklin County Health Department.

(21) Camping shall be prohibited on all lots at all times.

(22) The owner of each lot shown hereon shall be responsible for the neat and orderly maintenance of such lot, shall provide for sanitary garbage disposal and shall not permit or suffer any garbage, sewage, refuse, waste, or other contaminated matter (except normal surface water) to be cast, drained or discharged from such lot into the waters of Smith Mountain Lake.

(23) In addition to the utility and drainage easements indicated hereon, all lot lines are subject to a 15 feet drainage and utility easement, the said lot lines being the center of such easements. Open drainage easements shown hereon shall not be obstructed and may be altered or changed only in accordance with plans prepared by a professional engineer, architect or land surveyor and approved by the residence engineer, Virginia Department of Highways.

(24) Each lot owner shall be responsible for keeping all boats belonging to him or his guests parked and/or docked in a neat and orderly fashion.

(25) The lot owners may form their own Home Owners' Association to protect the Common Area and to preserve the highest value of their respective properties.

(26) Nothing herein is to be construed to prevent the owner-developer, its heirs, or assigns from placing further restrictions or easements on any lot in the said subdivision which shall not theretofore have been conveyed from it.

(27) Restrictions number 3 and 6 above shall not apply to those lots or portions of the subdivision which are zoned and/or set aside for multiple dwelling units at a later date, as shown on the Map of The Waterfront, Section III, dated November 8, 1978, and recorded in the Clerk's Office of the Circuit Court of Franklin County, Virginia, in Plot Book _____, page _____.

(28) No open air fire shall be started or maintained on any lot except in a grill, fireplace or other suitable enclosure or container designed for the safe housing of man-made fires for cooking or refuse disposal purposes.

(29) The golf course will be private property and not for playground use other than golf.

IN TESTIMONY WHEREOF, witness the signature of Bremble Properties, Inc., signed by its President, with its corporate seal duly affixed and attested by its Secretary, this 27th day of April, 1979.



BREMBLE PROPERTIES, INC.

By Ronald L. Willard
President

Betty W. Robinson
Secretary

STATE OF VIRGINIA)
CITY OF ROANOKE) To-wit:

The foregoing instrument was acknowledged before me by Ronald L. Willard and Betty W. Robinson, President and Secretary, respectively, of Bremble Properties, Inc., this 27th day of April, 1979.

Ronna K. Baker
Notary Public

My commission expires March 25, 1983.

RENEWAL AND EXTENSION OF SUBDIVISION RESTRICTIONS OF THE WATERFRONT (SECTION III)

THIS RENEWAL AND EXTENSION OF THE SUBDIVISION RESTRICTIONS OF THE WATERFRONT, SECTION III, made and entered into this 27th day of June, 2005 by and between WILLARD CONSTRUCTION OF ROANOKE VALLEY, INC., SUCCESSOR BY MERGER OF BREMBLE PROPERTIES, INC., a Virginia Corporation, the developer of The Waterfront, Section III and the declarant of the subdivision restrictions of The Waterfront, Section III and the undersigned being the current owners of lots in The Waterfront, Section III as shown by the plat of The Waterfront, Section III recorded in the Clerk's Office of the Circuit Court of Franklin County, Virginia in Deed Book 352, page 1319.

:W I T N E S S E T H:

WHEREAS, by instrument recorded in the Clerk's Office of the Circuit Court of Franklin County, Virginia on April 27, 1979, in Deed Book 352, page 1326, Bremble Properties, Inc., the developer of The Waterfront, Section III and the declarant of the subdivision restrictions of The Waterfront, Section III imposed certain restrictive covenants upon the lots of The Waterfront, Section III as shown by the aforesaid plat of The Waterfront, Section III; and

WHEREAS, according to the terms of the subdivision restrictions of The Waterfront, Section III recorded at Deed Book 352, page 1326, the said covenants and restrictions expired on April 27, 2004; and

WHEREAS, the parties to this instrument, being the successor by merger of the developer of The Waterfront, Section III and the

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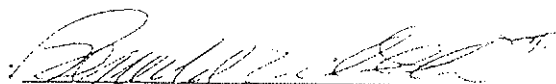
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declarant of the subdivision restrictions of The Waterfront, Section III, and the undersigned owners of lots in The Waterfront, Section III as shown by the aforesaid plat, desire to renew, impose and extend the effective date of the said subdivision restrictions of The Waterfront, Section III for an additional period of ten years from April 27, 2004, and to provide for an automatic renewal of said subdivision restrictions, unless otherwise determined by the majority of the owners of the lots shown on the aforesaid plat of The Waterfront, Section III.

NOW THEREFORE IN CONSIDERATION of the premises, the undersigned parties do hereby agree the subdivision restrictions of The Waterfront, Section III, as recorded in the aforesaid Clerk's Office in Deed Book 352, page 1326 are hereby renewed, imposed, and extended for an additional period of ten years from April 27, 2004 to April 27, 2014 and the said subdivision restrictions shall thereafter be automatically extended for successive periods of ten years each, unless within 60 days prior to the expiration of any such ten year period, an instrument is recorded in the Clerk's Office of the Circuit Court of Franklin County, Virginia executed by a majority of the then lot owners, agreeing to terminate or otherwise amend the said restrictive covenants.

WITNESS THE FOLLOWING SIGNATURE AND SEAL:

WILLARD CONSTRUCTION OF ROANOKE VALLEY, INC., SUCCESSOR BY MERGER OF BREMBLE PROPERTIES, INC.

By: 

Its: Vice President

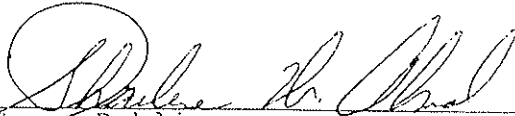
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Roanoke VA

STATE OF VIRGINIA

CITY/COUNTY OF Franklin, TO-WIT:

The foregoing instrument was acknowledged before me this 5th day of July, 2005, by Ronald L. Willard, II, Vice President of Willard Construction of Roanoke Valley, Inc., successor by merger of Bremble Properties, Inc.


Notary Public

My commission expires:

May 31, 2007



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romwell, L.L.C.

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