

Mailed: 12/2/86
John C Singleton
Attorney at Law
Warm Springs, Va. 24484

115 46

DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS

591
11/18/86

WHEREAS, ALEXANDER C. RHUDY and DIANN C. RHUDY acquired certain lands in the Williamsville Magisterial District, of Bath County, Virginia, comprising 63.36 acres, more or less, (the Property) by Deed dated 7th day of May, 1982, of record in the Office of the Clerk of the Circuit Court of Bath County, Virginia in Deed Book 106 at page 217.

WHEREAS, the Property has been subdivided into several Lots as shown on the plat of the subdivision entitled, "Survey of Bath Alum Ridge" prepared by Steven P. Douty, C.L.S. dated March 28, 1985, a copy of which plat was recorded with the Report of Survey in the aforesaid Clerk's Office in Deed Book 111 at page 597, (see also Plat Book 1, page 154).

WHEREAS, the undersigned Alexander C. Rhudy and his wife, Diann C. Rhudy, desire hereby to consent to the Subdivision of the land as shown on the aforesaid map or plat in accordance with Section 15.1 - 477, of the Code of Virginia, in 1950, as amended, and do hereby desire to impose certain covenants, restrictions, reservations and easements as to said Subdivision.

NOW, THEREFORE, THIS INSTRUMENT WITNESSETH:

FIRST: That the undersigned, pursuant to the provisions of Section 15.1 - 477 of the Code of Virginia, 1950, as amended, do hereby DECLARE and CERTIFY that the Subdivision, as it appears on the aforesaid plat is hereby made with the free consent and in accordance with the desires of the undersigned.

SECOND: The undersigned do hereby impose the following covenants, restrictions, reservations, and easements as to each and every Lot of land as shown on the aforesaid plat, which are hereby deemed to be and are covenants running with the Lots of land as shown on the said plat which shall be binding on the undersigned, his successors, transferees and assigns:

PETER J. JUDAH
Attorney at Law
Hot Springs,
Virginia
24445

(1) No outside toilet shall be constructed on any Lot. All plumbing fixtures, dishwashers, toilet or sewage disposal systems shall be connected to a septic tank or other sewage system constructed by the Lot Owner and approved by the appropriate governmental authority.

(2) No temporary house, trailer, tent, garage, or other outbuilding shall be placed or erected on any Lot.

(3) Once construction of an improvement is started on any Lot, the improvement must be substantially completed in accordance with plans and specifications, as approved, within one (1) year from commencement.

(4) No residence shall be occupied until the same has been substantially completed in accordance with its plans and specifications.

(5) All structures constructed or placed on any Lot shall be constructed with a substantial quantity of new material and no used structures shall be relocated or placed on any such Lot.

(6) No animals or livestock of any descriptions, except the usual household pets, shall be kept on any Lot.

(7) No commercial signs shall be erected or maintained on any Lot.

(8) No unused, stripped down, partially wrecked, or junk motor vehicles or sizeable parts thereof, shall be permitted to be parked on any street in the Subdivision, or on any Lot.

(9) Every tank for the storage of fuel installed outside any building in the Subdivision shall be either buried below the surface of the ground or screened. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground, screened or so placed and kept as not

to be visible from any street within the Subdivision at any time except during refuse collections. If an Owner is planning on storing such service items as lawnmowers, grills, etc. outside of a dwelling, he must construct a screening fence to shield and hide the items from view.

(10) All outdoor clothes poles, clothes lines, and other similar equipment shall be so placed or screened as not to be visible from any road within the Subdivision.

(11) Any satellite dish erected or placed on a lot must be screened or hidden from view from any roadway in the Subdivision.

(12) All Lots whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such manner as to prevent their becoming unsightly by reason of unattractive growth on such Lot or the accumulation of rubbish or debris thereon. If this is not done by the Owner, the Lot will be cleaned up by Declarant at the Owner's expense.

(13) No noxious, offensive or illegal activities shall be carried on on any Lot nor shall anything be done on any Lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood.

(14) Any dwelling or outbuilding on any Lot in the Subdivision which may be destroyed in whole or in part by fire, windstorm or for any other cause or act of God, must be rebuilt or all debris removed and the lot restored to a slightly condition with reasonable promptness, provided, however, that in no event shall such debris remain longer than six (6) months.

(15) No trees measuring 4" or more in diameter or

measuring 42" from the ground shall be cut or moved without approval of Declarants (for so long as they or either of them own one or more lots in the Subdivision) unless within twenty (20) feet of dwelling, in driveway area, or septic field.

(16) No radio station or shortwave operators of any kind shall be operated from any Lot or residence. No exterior television or radio antenna of any kind shall be constructed or erected on any Lot or residence whether it be situated on the ground, located on the front of a residence or located elsewhere on a residence, without prior approval of seventy-five per cent (75%) of the owners of each lot in the Subdivision.

(17) No trash, ashes, garbage or other refuse shall be dumped or stored or accumulated on any Lot.

(18) Any boats, trailers or other such camping and pleasure equipment shall be stored behind the front line of the dwelling, and screened from view from all roads in the Subdivision.

(19) Each Lot Owner shall provide space for parking two automobiles off the street prior to the occupancy of any dwelling constructed on said Lot.

(20) In order to implement effective insect and woods fire control, the Declarants, for so long as they or either of them own one or more lots in the Subdivision, reserve the right to enter upon any Lot on which a residence has not been constructed, such entry to be made (at the expense of the Owner of the Lot), by personnel with tractors or other suitable devices, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of the Declarants detracts from the overall beauty, setting and safety of the Subdivision. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass. The Declarants and their agents may likewise enter upon such land to remove any trash which has collected on

such Lot without such entrance and removal being deemed a trespass. The provisions in this paragraph shall not be construed as an obligation on the part of the Declarants to mow, clear, cut or prune any Lot nor to provide garbage or trash removal services.

(21) All additional electric, telephone or other utility services shall be run below ground. No overhead lines shall be permitted for any purpose.

(22) Only the following shall be used as roofing materials for structures constructed on Lots: wood shakes or premium grade asphalt or fiberglass shingles.

(23) No unfinished exposed concrete, cinder block or concrete masonry foundations shall extend above finish grade, except to comply with provisions of the applicable building code.

(24) All driveways shall be designed to enhance the beauty of the Lot with minimum exposure of the house. The owner has six (6) months from point of occupancy to comply.

(25) All extensions of houses are to be primarily of natural materials and of such color as to blend with the natural surrounding. Only the following materials may be used in the exterior of the home or any accessory building: wood, wood siding, logs, stone, or brick.

(26) Exterior plywood siding shall not be left natural. All exterior plywood siding shall be stained with at least one coat of premium grade stain (sikkens cetol or equal). Solid wood plank exterior siding may be left natural and does not require staining.

(27) Aluminum windows and doors may be used on structures, but they must be anodized colored bronze or black. Aluminum windows and doors used on structures shall not be painted nor left natural color. Steel windows and doors may be used on structures, but they must have a factory applied bronze or black enamel finish.

(28) The primary exterior siding material used on the front elevation of the structure shall be used on all side and rear elevations of the structure.

(29) All gutters and downspouts on structures shall be the same color as exterior siding material or compatible contrast.

(30) No bizarre or exotic ornamentation of either house or landscaping will be allowed.

(31) Firing of guns of any kind is prohibited at all times on any Lot and on any of the land forming a part of the Subdivision, except in areas specifically reserved for that purpose, if any.

(32) All wood siding on homes shall be installed with galvanized, aluminum nails or equivalent.

(33) Any brick that is used on the homes must blend with the siding and natural surroundings.

(34) All landscaping within the road right-of-way and in the front utility easement shall be left or restored to its natural state. If it becomes necessary to use those areas for a septic system, then such use shall not cancel this requirement.

(35) No building shall be located on any Lot nearer to the front lot line than 50 feet. No building shall be placed closer than fifteen (15) feet to the side lot line. Where this setback line is found to be impractical for the utility of a particular Lot, these setback lines may be changed by written consent of seventy-five per cent (75%) of the owners of each lot in the Subdivision.

(36) No single Lot may be subdivided by a purchaser so as to create two (2) building Lots from the original.

(37) No dwelling shall be erected on any Lot having a minimum enclosed livable floor area less than the following: for a single story residence, 1,000 square feet on the main level, this area to be increased by 25% for split level, split foyer, 1-1/2 story or 2 story residences. The following floor areas shall not be included in the tabulation of the aforesaid floor area requirements: breezeways, garages, unattached buildings, porches and basement areas.

(38) Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

(39) Should any covenants or restrictions herein contained, or any sentence, clause, phrase or term of this instrument be declared to be void, invalid, illegal or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect. In addition, if there is any contradiction between these restrictions and any governmental ordinances, laws or regulations of a Federal, state or local agency, the latter shall prevail.

(40) Each owner of each Lot shall have the right to use all roads shown on said Subdivision plat and the maintenance and upkeep of all such roadways shall be shared equally by and between all Lot owners. Subject to any contrary provision of any law or regulation, said roadways shall not be transferred to any county or state authority, or designated for public use unless not less than seventy-five per cent (75%) of the owners

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of each Lot agree thereto in writing.

The assessment on each Lot for the upkeep and maintenance of the roadways within the Subdivision shall be fixed by agreement of not less than seventy-five per cent (75%) of the owners of each Lot, and shall be payable to the person or company appointed to perform the required service at such time and from time to time as the Lot owners may determine.

(41) The Declarants reserve an easement for themselves, their transferees and or assigns, over that certain 50' wide roadway as shown on the plat of the Subdivision (recorded as aforesaid in the said Clerks Office in Plat Book 1 at page 154) between Lot 12 and Lot 13 for ingress and egress to serve the undeveloped area of 15.33 acres which is also shown on the aforesaid plat. And in addition the Declarants shall reserve the right to permit any and all owners of all or any portion of said 15.33 acre tract to use all roads in the Subdivision.

(42) The covenants and restrictions set forth above, may be altered or amended at any time, and from time to time by written memorandum signed by not less than seventy-five per cent (75%) of the owners of each Lot and said memorandum shall be recorded in the Office of the Clerk of the Circuit Court of Bath County Virginia.

IN TESTIMONY WHEREOF, WITNESS the following signatures and seals this 1st day of OCTOBER, 1986.

By Alexander C. Rhudy (SEAL)
ALEXANDER C. RHUDY

By Diann C. Rhudy (SEAL)
DIANN C. RHUDY

Book 115 page 54

STATE OF VIRGINIA
COUNTY OF Ross, to-wit:

The foregoing instrument was acknowledged before me this
1st day of October, 1986, by Alexander C. and Diann C.
Rhudy.

Sandra P. Hamilton
NOTARY PUBLIC

My commission expires:

11/24/87



VIRGINIA: In the Clerk's Office of the Circuit Court of
the County of Bath. This instrument, with certificate of
acknowledgement annexed, is admitted to record at

4:05 o'clock P.M. November 12, 1986

Taxes Paid: Pursuant to Sect. 58-54.1 §

Teste: S. S. Chase Clerk

Instrument for
recording
in the
Clerk's Office
of the Circuit Court
of the County of Bath
is being recorded
in accordance with
the provisions of
Section 58-54.1 of
the Code of Virginia
and the instrument
is being recorded
in the Clerk's Office
of the Circuit Court
of the County of Bath
on this day of
November 1986

EXHIBIT A

AMENDMENT TO DECLARATION OF
COVENANTS, RESTRICTIONS, RESERVATIONS & EASEMENTS

Grantees, Randall P. Carpenter, Jr. and Olivia Carpenter, hereby accept and agree to the following amendments to the Declaration of Covenants, Restrictions, Reservations and Easements, which Declaration is recorded in Deed Book 115, Page 46. Such amendments are recorded in Deed Book 165, Page 30.

- 2A. No mobile homes or doublewides are permitted; however, modular homes meeting all other requirements and a minimum roof pitch of 6' in 12' are permitted.
11. No satellite dish over 24" diameter is permitted.
15. "Diameter or measuring" changed to read "diameter when measuring".
39. Line two "sectence" changed to "sentence".

WITNESS the following signatures and seals:

Randall P. Carpenter, Jr. (SEAL) *Olivia Carpenter* (SEAL)
RANDALL P. CARPENTER, JR. OLIVIA CARPENTER

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Bath to-wit:

The foregoing instrument was duly acknowledged before me this 18th day of June, 2001, by Randall P. Carpenter, Jr.

My commission expires 3-31-04



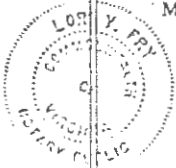
Lorry E. Fry
NOTARY PUBLIC

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Bath to-wit:

The foregoing instrument was duly acknowledged before me this 18th day of June, 2001, by Olivia Carpenter.

My commission expires: 3-31-04



Louisa J. Jey
NOTARY PUBLIC

INSTRUMENT #010000523
RECORDED IN THE CLERK'S OFFICE OF
BATH COUNTY ON
JUNE 18, 2001 AT 04:13PM
\$16.00 GRANTOR TAX WAS PAID AS
REQUIRED BY SEC 58.1-802 OF THE VA. CODE
STATE: \$9.00 LOCAL: \$7.00
DARLENE W. CARPENTER, CLERK
BY: [Signature] (DC)

Instrument No.

03-634

06-13-03

Delivered 06/13/03

C/O Ronald W Vaught Book 191 Page 752

Warm Springs, VA 24484

**AMENDMENT II
BATH ALUM RIDGE SUBDIVISION**

WHEREAS, on November 18, 1986, there was recorded in the Office of the Clerk of the Circuit Court of Bath County, Virginia, in Deed Book 115, at page 46, the Declaration of Covenants, Conditions and Restrictions (hereinafter "Declaration"), dated October 1, 1986, of the Bath Alum Ridge subdivision;

WHEREAS, pursuant to Paragraph 42 of said Declaration, the Declaration may be amended by written agreement, thereafter to be recorded, of the owners of not less than Seventy-Five per centum (75%) of the Lots of the said Bath Alum Ridge subdivision, with there being Sixteen (16) subdivision Lots,

WHEREAS, on or about June 24, 1999, an Amendment to the Declaration was recorded in the Bath County Clerk's Office in Deed Book 165, at page 30, with said Amendment reciting requisite approval but unsigned by all owners having purportedly approved same;

WHEREAS, the Lot owners denoted hereinafter desire not only to approve the aforesaid prior Amendment but also to further amend the Declaration.

NOW THEREFORE, this Amendment II to Declaration of Covenants, Conditions and Restrictions, Bath Alum Ridge subdivision, made this 15th day of May 2003, by and between the hereinunder signed owners of not less than Seventy-Five per centum (75%) of the Lots of said subdivision, and said Declaration shall be amended, to-wit:

A. That certain Amendment, dated June 23, 1999, of record in Bath County Deed Book 165, at page 30, shall be, and hereby is, approved.

B. That an annual assessment for road upkeep and maintenance shall be established

pursuant to Paragraph 40 at the sum of One Hundred Eighty Dollars (\$180.00) per Lot per annum, due and payable on or before July 1, 2003, and each July 1st thereafter. Any proration shall be \$15.00 per month. Upon establishment of the Bath Alum Ridge Landowners Association, Inc. ("Association"), as set forth hereinafter, subsequent annual assessment rates shall be set by said Association.

C. That by agreement and pursuant to Paragraph 40 of the Declaration that each Lot be assessed the additional sum, payable forthwith, of Seven Hundred Fifty Dollars (\$750.00) for immediate road upgrade and maintenance purposes, inclusive of, but not limited to, 10-12" inches of shale base, drainage ditches, culverts, and construction of a passing turnout, and for the costs of establishing the Association.

D. That there be established a homeowners association, to be denoted the "Bath Alum Ridge Landowners Association, Inc.," (hereinafter "Association"), which said entity shall be incorporated as a Virginia Nonstock Corporation.

E. That the Association be established as follows:

E1. Jim Ailstock, Olivia Carpenter, and Annette Loan shall serve as the Incorporators of the Association;

E2. Jim Ailstock, Olivia Carpenter, and Annette Loan shall serve as the initial Directors until the Association's organizational meeting;

E3. The Association shall also be invested with the enforcement authority set forth in Paragraph 38 of the Declaration;

E4. The Association shall collect the funds, make expenditures for, and be responsible for roadway maintenance provided for in Declaration Paragraph 40 and in this Amendment II;

E5. The owners of each Bath Alum Ridge subdivision Lot shall be an Association member;

E6. Association voting shall be by Lot ownership. Ownership of a Lot shall entitle its owner(s) to one (1) Vote in the Association.

F. Pursuant to Paragraph 41 of the Declaration, there was reserved to a 15.33 acre undeveloped parcel, titled to the then Declarant, the right to use all roads in the subdivision. By Deed, dated July 12, 2001, recorded in Bath County Deed Book 177, at page 422, that parcel, being the 13.79 acre residue thereof, was conveyed unto Randall P. Carpenter, Jr., and Olivia Carpenter, (herein "Carpenters"). Upon execution of this Amendment II by the said Carpenters in the capacity not only as a subdivision Lot owners but also as the owner of said 13.79 acre tract, the said 13.79 acre parcel shall not be deemed a Lot in the Bath Alum Ridge subdivision. Upon future development and the subdivision of the said 13.79 acre parcel, each lot subdivided therefrom and conveyed to a bona fide purchaser or third party grantee shall be deemed one (1) Lot in the Bath Alum Ridge subdivision and subject to the rights, duties, and obligations of the Declaration and Amendments thereto.

WITNESSETH the following signatures and seals.

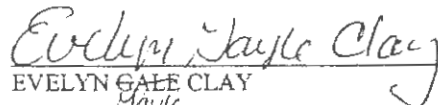
Lots 1, 2, 3, 16 & 13.79A


RANDALL P. CARPENTER

Lots 1, 2, 3, 16 & 13.79A


OLIVIA CARPENTER

Lot 8


EVELYN GAYLE CLAY
Gayle

Lot 8

Harper Ray Wagner
HARPER RAY WAGNER

Lots 9 & 10

James H. Ailstock
JAMES H. AILSTOCK

Lots 9 & 10

Shirley D. Ailstock
SHIRLEY D. AILSTOCK

Lots 12 & 13

Dale W. Loan
DALE W. LOAN

Lots 12 & 13

Annette T. Loan
ANNETTE T. LOAN

Lot 14

R. L. Davis
BONNIE L. DAVIS

Lot 14

C. Lynne Edwards
C. LYNNE EDWARDS

Lot 4

William E White
WILLIAM EUGENE WHITE

Lot 4

Sang Yun White
SANG YUN WHITE

Lots 5 & 7

Monroe Novell
MONROE NOVELL

Lots 5 & 7

Joan R. Novell
JOAN R. NOVELL

~~Lot 6 & 11~~

~~ALEXANDER C. KIDBY~~

~~Lot 6 & 11~~

~~ALEXANDER C. KIDBY~~

~~Lot 15~~

~~GREGORY R. EMMERT~~

STATE OF VIRGINIA,
County of Bath, to-wit:

Subscribed and sworn to before me this 15th day of May 2003 by Evelyn ^{Gale}
Clay and Harper Ray Wagner.

My commission expires: 2-28-06

Julius L. Brinkley
Notary Public

STATE OF VIRGINIA,
County of Bath, to-wit:

Subscribed and sworn to before me this 15th day of May 2003 by James H. Ailstock
and Shirley D. Ailstock.

My commission expires: 2-28-06

Julius L. Brinkley
Notary Public

STATE OF VIRGINIA,
County of Bath, to-wit:

Subscribed and sworn to before me this 15th day of May 2003 by Dale W. Loan and
Annette T. Loan.

My commission expires: 2-28-06

Julius L. Brinkley
Notary Public

STATE OF VIRGINIA,
County of Bath, to-wit:

Subscribed and sworn to before me this 27 day of May 2003 by Bonnie L. Davis and
C. Lynne Edwards.

My Commission Expires November 30, 2004

My commission expires: _____

Connie Whisman
Notary Public

STATE OF VIRGINIA,
County of Bath, to-wit:

Subscribed and sworn to before me this 15th day of May 2003 by Randall P.
Carpenter and Olivia Carpenter.

My commission expires: 2-28-06

Julius L. Brinkley
Notary Public

STATE OF VIRGINIA,
City/County of Fairfax, to-wit:

Subscribed and sworn to before me this 30th day of MAY, 2003 by William
Eugene White and Sang Yun White.

My commission expires: 1-31-06

Kerry J. Butley
Notary Public

STATE OF VIRGINIA,
City/County of Beth, to-wit:

Subscribed and sworn to before me this 23rd day of May, 2003 by Monroe
Novell and Joan R. Novell.

My commission expires: Sept. 30, 2005

Beth R. Mace
Notary Public

INSTRUMENT #030000634
RECORDED IN THE CLERK'S OFFICE OF
BATH COUNTY ON
JUNE 13, 2003 AT 10:29AM
DARLENE W. CARPENTER, CLERK

BY: M. Wayne Smith (DC)