

THIS DEED OF DEDICATION, made this 5th day of April, 2004, by STEPHEN H. TOLLEY and PENNY P. TOLLEY, husband and wife, Developer (Grantors and Grantees for indexing purposes).

WITNESSETH:



WHEREAS, Stephen H. Tolley and Penny P. Tolley own the land shown and described on a certain plat entitled, "Plat of Subdivision of The 'No Business Mountain Tract' For Stephen & Penny Tolley Peaks District - Bedford County, Virginia," made by Berkley-Howell & Assoc., P.C., dated May 28, 2003, which plat is recorded in the Office of the Clerk of the Circuit Court for the County of Bedford, Virginia in Plat Book 44, at Pages 60 through 63. Said plat is incorporated herein by this reference.

WHEREAS, Stephen H. Tolley and Penny P. Tolley desire to impose reservations, restrictions, covenants and conditions upon Lots 1 through 6, inclusive, as shown on the aforesaid subdivision plat, and to provide that said reservations, restrictions, covenants and conditions, inure to the benefit of the heirs, successors and assigns of Stephen H. Tolley and Penny P. Tolley.

NOW, THEREFORE, Stephen H. Tolley and Penny P. Tolley hereby declare for themselves, their successors and assigns, that the six (6) lots or parcels of land shown and described as Lots 1 through 6, inclusive, on the aforesaid plat shall be sold, conveyed and hereafter made subject to the covenants, restrictions, conditions, easements and reservations set forth on the schedule marked "Exhibit A" and attached hereto and incorporated herein by this reference.

The terms, covenants, and agreements imposed by this instrument shall be binding upon and inure to the benefit of the successors and assigns of Stephen H. Tolley and Penny P. Tolley.

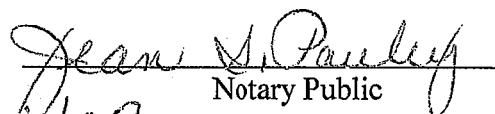
Witness the following signatures and seals.


Stephen H. Tolley

Penny P. Tolley

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Bedford

The foregoing instrument was acknowledged before me this 13th day of April, 2004, by Stephen H. Tolley and Penny P. Tolley.


Notary Public

My commission expires: 12/31/07.

EXHIBIT A

RESERVATIONS AND RESTRICTIONS FOR THE NO BUSINESS MOUNTAIN TRACT

1. The numbered lots shown on the aforesaid plat (hereinafter referred to as "lot" or "lots") shall be used for detached single-family residential purposes only. No further subdivision of any lot shall be made without the prior written approval of the Developer. However, any number of lots may be put together to form one lot.
2. The exposed exterior foundation walls (above grade level) of any residence or dwelling constructed on any lot shall be faced with brick, stone and/or dryvit. In addition, the exposed exterior surface of any chimney shall be faced with brick, stone or dryvit. Any gas or wood fireplace appliance built into any dwelling shall be located to the inside of the dwelling or, if to be located to the outside of the dwelling, enclosed in a chimney unless otherwise approved in writing by the Developer. Propane tanks shall be obscured from view, preferably buried underground.
3. The building setback lines for all lots shall be the setbacks required by the Bedford County Subdivision Ordinance or other governmental regulation in effect at the time of construction.
4. Each lot owner shall keep his property free of tall grass, undergrowth, dead trees, trash and rubbish, and shall otherwise properly maintain his lot so as to present a pleasing appearance.

5. No damaged structure shall remain unrepaired or demolished for more than two (2) months. Fallen, damaged or uprooted trees shall be removed within one (1) month.

6. No obnoxious or offensive activity shall be carried on on any lot, nor shall anything be done on any lot which shall constitute a nuisance to the adjoining landowners. No signs or billboards shall be erected or maintained on any lot unless approved in writing by the Developer. No building materials (except during construction) or trade material or inventory may be stored outside on any lot at any time.

7. No logging activity shall be conducted on any lot.

8. No house trailer, mobile home, doublewide or modular home shall be permitted at any time on any lot. No tractor-trailer or similar commercial truck shall be regularly parked on any lot.

9. No animals or poultry of any kind, other than customary house or yard pets or horses, shall be kept or maintained on any lot. Customary house or yard pets or horses, in a reasonable number, may be kept and maintained on a lot provided that pets are not kept or maintained for commercial purposes. No animals may be kept in such numbers as to create a nuisance to the adjoining landowners.

10. No lot or part of any lot shall be used for a roadway or access to any other parcel of land lying outside this subdivision without the written consent of the Developer.

11. All lot owners, builders and contractors shall observe "best management practices" regarding conservation issues as the same are promoted by the County Planning Department and the Peaks of Otter Soil and Water Conservation District.

12. Notwithstanding any other provisions herein to the contrary, the Developer reserves for itself, its successors and assigns, the right to close and relocate streets and to open new streets from this subdivision to property outside the subdivision, to change and modify the subdivision plan by changing the size and shape of any lot shown on the aforesaid plat, including any building setback requirement.

13. Each owner of any lot on which a pond or lake is located shall be responsible for the maintenance of the shoreline on his lot and shall have equal rights in the use and enjoyment of such pond or lake with the owners of the other lots upon which said pond or lake is also located. Any repair or maintenance of a pond or lake itself shall be shared equally by the owners of all lots upon which said pond or lake is located.

14. The Developer reserves for itself, its successors and assigns, the right to erect, put down, install and maintain utility systems along, in, on, over and under the land in the subdivision set apart as streets, easements or otherwise for public passage over the same.

15. Notwithstanding any other provision herein to the contrary, the Developer reserves the right to expand this subdivision by developing lots on adjoining property and connecting such lots with the existing streets located within this subdivision.

These covenants and restrictions shall run as covenants with the title to the aforesaid restricted lots until January 1, 2025. Any of the herein contained restrictions, covenants, reservations and conditions and lot lines shown on the referenced plat may be modified or amended at any time by the Developer. Any modification or amendment shall be ineffective until a copy of the same has been duly recorded in the Office of the Clerk of the Circuit Court for the County of Bedford, Virginia. After all lots have been sold and conveyed by the Developer, the same may be amended or rescinded at any time

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by a written declaration to that effect executed by the owners of record of eighty percent (80%) of the lots as the same are then shown in the records of the Office of the Clerk of the Circuit Court for the County of Bedford, Virginia. These restrictions shall be enforceable at law or equity by any owner of any lot or by the Developer and the invalidation of any part of these restrictions by court order or otherwise by law, shall not effect any other provision hereof, which shall remain in full force and effect.

☒ RETURNED
☐ MAILED

Pauley
#19.00

INSTRUMENT #040005480
RECORDED IN THE CLERK'S OFFICE OF
BEDFORD COUNTY ON
APRIL 14, 2004 AT 09:41AM
CAROL W. BLACK, CLERK

BY:

Bonnie J. King

(DC)