

7-18-07
1-7-11-15

PROTECTIVE COVENANTS AND RESTRICTIONS

of

HARVEY CREEK ACRES

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Lillbert Bramlett and Helen Bramlett do of their own free will, impose for the protection of the lots hereinafter mentioned, the following restrictions, covenants and conditions which shall apply to all the lots shown on a map of Harvey Creek Acres, made by Donnie W. Slusher, Land Surveyor, dated 5-7-1998, and recorded in the office of the Clerk, Circuit Court, Bedford County, Virginia, in Plat Book 36, at page 258, and which shall be binding on each of the lots shown upon said plat and the owners thereof for a period of fifty years from the date hereof. Said restrictions being as follows:

1. All lots shall be used for residential purposes and only one single family dwelling shall be erected upon a lot.
2. No single, double or triple wide trailer home shall be permitted.
3. No dwelling shall be erected any lot plat which shall contain less than 1600 square feet (floor area) of heated and finished living space if dwelling is to be a one-story or split-level structure and not less than 1800 square feet (floor area) of such space for a 1 1/2 story dwelling or 2000 square feet (floor area) for a 2 story dwelling. Garages, carports, porches, breeze ways, stoops and basement areas shall not be included in the tabulation of the minimum square footage of living area.
- * 4. All exterior foundation surfaces above grade level of any dwelling lot shall be faced with brick, stone or stucco and not by concrete or cinder block.
5. The building setback line shall be as shown on the plat.
- * 6. No lot or any part thereof shall be used for public access to or from property located outside Harvey Creek Acres, without the prior approval of the owner.
7. No animals or poultry of any kind, other than house pets shall be kept or maintained on lot except up to 2 cows or horses or 1 cow and 1 horse may be kept on any lot having 5 acres or more. Fencing for horses and cows must be approved by Owner. Dogs and cats shall not be allowed to roam at large, nor shall

they be allowed to bark excessively and loudly to the constant annoyance of neighbors.

8. Any dwelling construed on a lot must be completed within eight months from the commencement of construction.

* 9. All outbuildings shall be built of wood or the same type material and with a similar architectural design as the principal dwelling. Metal outbuilding are prohibited.

10. No obnoxious or offensive activity shall be permitted within this subdivision, nor shall anything be done which shall constitute a nuisance to the adjoining landowner.

11. No sign or billboard shall be erected or maintained on any lot except signs of the usual and customary size and design offering the property for sale or rent.

12. No road tractor, trailer or commercial truck or similar property over 21 feet in length shall be regularly parked on any lot. Boats, recreational vehicles, camping trailers, buses and similar vehicles must be parked in the backyard behind the dwelling, or in closed garages, and shall not exceed 28 feet in length nor 8 feet in height and shall not be used for residential purposes. No inoperable or unlicensed vehicle shall be stored or regularly parked on any lot. No trade materials or inventories may be stored on any lots.

13. Before 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 to VDOT standards. All driveway entrances and mailbox entrances shall conform to the minimum requirements of the Virginia Department of Highways and Transportation (VDOT). A gravel driveway must be installed prior to any construction on any lot to provide off street parking for construction vehicles. The builder and lot owner will be liable, jointly and severally, for damage to the street shoulder of the road, utilities and for the costs of conforming to VDOT standards for driveway and mailbox entrances.

14. Off street parking shall be provided on each lot to accommodate at least two (2) automobiles.

* 15. Each lot owner shall keep his property free of tall grass, dead trees, undergrowth, trash and rubbish. No debris, junk, used appliances, or household goods shall be located outside of a garage or other building so as to be visible from any other lot. Wood stacks or piles must be located on the back side of the dwelling.

16. Front fences or walls shall not exceed 4 feet in height and shall be built of rock, brick or normal fencing materials.

17. Disc type television antenna shall only be permitted in the rear of the house and concealed as much as possible.

18. The Owner reserves the right to erect, put down, install and maintain utility systems along, in, on, over and under the land in this subdivision set apart as streets, easements or otherwise for public passage over same.

19. The Owner reserves the right to change and modify the subdivision plan by changing the size and shape of any unsold lot shown therein including any building setback or dwelling requirement or to open, close and relocate new street or undedicated streets. The Owner also reserves the right to grant

variances for these restrictions where in their discretion a hardship will be caused by the compliance therewith.

20. Each lot owner shall belong to a property owners association and shall pay annual dues for the maintenance of the roads within Harvey Creek Acres. The annual dues shall be \$75.00 for an unimproved lot and \$150.00 for an improved lot: said dues to be due on the first day of January of each year. The annual dues may be modified upon the vote of 75% of the lot owners. Dues shall not be assessed against any lots owned by the undersigned for a period of ten years from the date hereof.

* 21 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 attorneys fees in connection with any enforcement proceedings.

22. These restrictions shall run as covenants with the land except that the same may be amended at any time by written declaration to that effect executed by Lilbert & Helen Bramlett (herein called Owner), their successors and assigns, or by 60% majority of the owners of record of this Section, and recorded in the Clerk's Office of the Circuit Court of Bedford County.

WITNESS the following signatures and seals:

Lilbert Bramlett (SEAL)
LILBERT BRAMLETT

Helen Bramlett (SEAL)
HELEN BRAMLETT

STATE OF VIRGINIA

CITY/COUNTY OF Bedford, TO-WIT:

I hereby certify that the foregoing instrument was acknowledged before me this 27th day of July, 1998, by Lilbert Bramlett and Helen Bramlett.

[Signature]
Notary Public

My Commission expires: 8-31-99

980015957

AMENDMENT TO
PROTECTIVE COVENANTS AND RESTRICTIONS
OF
HARVEY CREEK ACRES

THIS AMENDMENT made this 20th day of November, 1998, by
LIBERT BRAMLETT and HELEN BRAMLETT, Grantors.

WHEREAS, the Grantors are the owners of all of the lots
within the Harvey Creek Acres subdivision, which is shown on a
plat made by Donnie W. Slusher, Land Surveyor, recorded in the
office of the Clerk, Circuit Court, Bedford County, Virginia, in
Plat Book 36, at page 258; and,

WHEREAS, the lots as shown upon the aforesaid plat are
subject to certain restrictions as appear in an instrument
recorded in the aforesaid Clerk's Office as Instrument No.
980009558; and,

WHEREAS, the Grantors, being the owners of all of the lots
within said subdivision, desire to amend restriction number 12.

NOW, THEREFORE, THIS AMENDMENT TO THE PROTECTIVE COVENANTS
AND RESTRICTIONS OF HARVEY CREEK ACRES WITNESSETH: Restriction
number 12 is amended to read as follows:

12. No road tractor, trailer or commercial truck or similar
property over 21 feet in length shall be regularly parked on any
lot. Boats, recreational vehicles, camping trailers, buses and
similar vehicles must be parked in the backyard behind the

dwelling, or in closed garages, and shall not exceed 28 feet in length nor 8 feet in height and shall not be used for residential purposes. No inoperable or unlicensed vehicles shall be stored or regularly parked on any lot. No trade materials or inventories may be stored on any lots.

WITNESS the following signatures and seals:

Lilbert Bramlett (SEAL)
LILBERT BRAMLETT

Helen Bramlett (SEAL)
HELEN BRAMLETT

STATE OF VIRGINIA

CITY/COUNTY OF Bedford, to-wit:

I hereby certify that the foregoing instrument was acknowledged before me this 30th day of November, 1998, by Lilbert Bramlett and Helen Bramlett.

[Signature]
Notary Public

My Commission expires: Dec 30, 2000

| | | | |
|-----------------|-----|--------------|--------------|
| VSLF | 143 | <u>1.00</u> | |
| State Tax | 039 | | |
| County Tax | 213 | | |
| City Tax | 214 | | |
| County Transfer | 212 | | |
| City Transfer | 222 | | |
| Clerk's Fee | 301 | <u>12.00</u> | |
| State Tax | 038 | | |
| County Tax | 220 | | |
| City Tax | 223 | | |
| Tech. Fund | 105 | <u>2.00</u> | |
| Postage | 420 | | |
| Refund | 545 | | |
| Miscellaneous | 442 | | |
| Total | | | <u>16.00</u> |

VIRGINIA: In the Clerk's Office of
the Circuit Court of Bedford County,
Va. December 1, 1998. This writing
with _____
was admitted to record at 3:02
O'CLOCK PM and the Tax imposed by
Section 58.1-802 of the Code in the
amount of \$ _____ has been paid.

TESTE: CAROL W. BLACK, CLERK

By: Barkley J. Mullins
Deputy Clerk

Return to:

R. Wandui

Envelope enclosed:

Mail:

020012727

Tax Map # 179-14 - (1-14)

AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS
FOR HARVEY CREEK ACRES

This amended declaration of restrictive covenants made this the 16th day of July, 2002, by HELEN L. BRAMLETT, widow, Grantor, hereinafter referred to as Declarant.

WHEREAS, the declarant is the owner certain lots located in Lakes Magisterial District, County of Bedford, Virginia, as more particularly shown on a plat entitled, "HARVEY CREEK ACRES", made by Donnie W. Slusher, Land Surveyor, dated July 20, 1997, and revised May 7, 1998, a copy of which is recorded in the aforesaid Clerk's Office in Plat Book 36, at page 258. The protective covenants are of record in the aforesaid Clerk's Office as Instrument Number 980009558, and are amended by instrument of record in the aforesaid Clerk's Office as Instrument Number 980015957; and

WHEREAS, the declarant, being the owner of more than 60% of the lots within said subdivision, desires to amend Number 2 of the protective covenants to read as follows: "... and no modular homes shall be placed upon any lot unless said modular home is approved by 75% of the existing homeowners."

The remaining protective covenants as set forth in the aforesaid Clerk's Office as Instrument Numbers 980009558 and 980015957 shall remain in full force and effect.

WITNESS the following signature and seal.


HELEN L. BRAMLETT

Prepared by: Robert T. Wandrei
VSB # 07589
RADFORD & WANDREI, P.C.
ATTORNEYS AT LAW
BEDFORD, VIRGINIA

STATE OF VIRGINIA

CITY/COUNTY OF Bedford

The foregoing instrument was acknowledged before me this the
24th day of July, 2002, by HELEN L. STAMLETT, widow.

Kelly S. Caldwell
Notary Public
My commission expires 11/30/06

notary12-6-02/hcrvcr02a.mcd

☒ RETURNED
☐ MAILED

Wandrei

19.00

INSTRUMENT #020012727
RECORDED IN THE CLERK'S OFFICE OF
BEDFORD COUNTY ON
JULY 24, 2002 AT 04:03PM
CAROL W. BLACK, CLERK
BY: Virginia D. Amington (DC)

Prepared by: Robert T. Wandrei
VSB # 07589
RADFORD & WANDREI, P.C.
ATTORNEYS AT LAW
BEDFORD, VIRGINIA

Return to: Radford & Wandrei, P.C.
112 S. Bridge Street
Bedford, Virginia 24523

Tax map #'s: 179-14-1 through 179-14-20
inclusive

**THIRD AMENDMENT TO
DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS
HARVEY CREEK ACRES**

This Third Amendment to the DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS HARVEY CREEK ACRES dated this 6th day of April, 2012 by the Owners of the Properties, hereinafter "Owners".

WHEREAS, Lilbert Bramlet and Helen Bramlett caused the Protective Convents and Declaration of Harvey Creek Acres to be recorded in Office of the Circuit Court Clerk, Bedford County, Virginia as instrument number 980009558, and;

WHEREAS, the original declaration is binding upon all lots as shown on a plat of Harvey Creek Acres which is recorded in the aforesaid clerk's office in Plat Book 36, at page 258; and

WHEREAS, the Declaration has subsequently been amended by amendments dated November 30, 1998 and July 24, 2002 which are duly recorded in the aforesaid clerk's office as instrument numbers 980015957 and 020012727 respectively; and

WHEREAS, the Declaration provides that the Declaration may be amended by the approval of a sixty (60%) percent majority of the lot owners of record; and

WHEREAS, at a meeting of the owners on March 12, 2012 after due notice of said meeting having been given to the owners of record the owners voted to amend the Declaration; and

WHEREAS, at said meeting the Owners approved the amendment to the Declaration as set forth herein as provided by the provisions of the Declaration and Virginia Property Owners Association Act §55-515.1 of the Code of Virginia 1950 and the provisions of Declaration of Rights, Restrictions, Affirmative Obligations and Conditions as amended.

NOW THEREFORE, the undersigned representative of the property owners association hereby certifies that the attached exhibit contains the signatures of individual lot owners representing a sixty (60%) percent majority of the owners of lots within

Prepared by: Steven C. Wandrei
VSB # 66052
RADFORD & WANDREI, P.C.

ATTORNEYS AT LAW
BEDFORD, VIRGINIA

Harvey Creek Acres of the amendment set more particularly set forth herein.

Paragraph 19 of the declaration is revoked in its entirety and in its place the following is inserted:

A sixty (60%) percent majority of the owners of lots within Harvey Creek Acres may grant a variance for these restrictions.

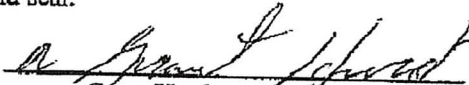
Paragraph 22 of the declaration is revoked in its entirety and in its place the following is inserted:

These restrictions shall run as covenants with the land except that the same may be amended at any time by written declaration to that effect executed by sixty (60%) percent of the owners of lots within Harvey Creek Acres.

There shall be inserted in the declaration paragraph 23 which shall read as follows:

The owners of improved lots within Harvey Creek Acres shall be entitled to one vote at association meetings. The owners of unimproved lots shall be entitled to one - half vote at association meetings.

WITNESS the following signature and seal.


Grant Hurd

COMMONWEALTH OF VIRGINIA
CITY / COUNTY OF Bedford

The foregoing Third Amendment to the Declaration of Rights, Restrictions, Affirmative Obligations and Conditions was acknowledged before me by Grant Hurd representative of the Harvey Creek Acres Property Owners Association on this 6th day of April, 2012.


Notary Public

Registration Number: 108714



Prepared by: Steven C. Wandrei
VSB # 66052
RADFORD & WANDREI, P.C.
ATTORNEYS AT LAW
BEDFORD, VIRGINIA

MARCH 10, 2012

A motion was made by Grant Hurd and seconded by Helen Bramlett to amend the covenant in three areas.

1. Voting procedures for owners of record shall be as follows:

Each improved lot gets one vote.

Each unimproved lot gets ½ vote.

2. Replace item 19 to read:

60% of existing owners of record are required to grant a variance to any lot.

3. Replace item 22 to read:

These restrictions shall run as covenants with the land except that the same may be amended at any time by written declaration to that effect executed by 60% majority of the owners of record of this Section, and recorded in the Clerk's Office of the Circuit Court of Bedford County.

It was voted on and passed to make the **AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS FOR HARVEY CREEK ACRES** to include all three of the above voted on amendments in one document so as to keep filing fees at a minimum. Grant Hurd was designated to see that this happens and the group decided to use Robert T. Wandrei (who prepared previous documents) as attorney.

| OWNERS NAME AND LOTS OWNED | SIGNATURE | DATE |
|-------------------------------------|-----------------------|---------|
| Helen Bramlett, Lots 1,5,9,16,19,20 | <i>Helen Bramlett</i> | 3/12/12 |
| David & Beverly Heckman, Lots 2,3 | <i>David Heckman</i> | |
| Ronnie & Deborah Martin, Lot 4 | <i>Deborah Martin</i> | |
| Bob & Barbara Coffin, Lots 6,7 | <i>Barbara Coffin</i> | 3/12/12 |
| Daniel & Raymond Hodges, Lot 8 | <i>Daniel Hodges</i> | |
| George & Sue Surber, Lots 10,11 | <i>George Surber</i> | |
| George Kish, Lot 12 | <i>George Kish</i> | |
| Grant & Judy Hurd, Lot 13 | <i>Grant Hurd</i> | |
| James & Linda Isom, Lot 14 | <i>James Isom</i> | 3/12/12 |
| David & Tammy Willey, Lot 15 | <i>David Willey</i> | |

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| Ronnie & Deborah Martin, Lot 4 | <i>Deborah Martin</i> | 3/12/2012 |
| Bob & Barbara Coffin, Lots 6,7 | <i>Barbara Coffin</i> | 3/12/2012 |
| Daniel & Raymond Hodges, Lot 8 | | |
| George & Sue Surber, Lots 10,11 | <i>George Surber Jr. & Helen S. Surber</i> | 3/12/12 |
| George Kish, Lot 12 | | |
| Grant & Judy Hurd, Lot 13 | <i>Grant Hurd & Judith W. Hurd</i> | 3-12-12 |
| James & Linda Isom, Lot 14 | <i>James Isom & Linda Isom</i> | 3/12/12 |
| David & Tammy Wiley, Lot 15 | <i>David H. Wiley & Tammy F. Wiley</i> | 3/12/12 |
| Judith Walters (???), Lot 17 | | |
| William & Carol Martin, Lot 18 | <i>William Martin & Carol Martin</i> | 3-12-12 |

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| Judith Walters (???), Lot 17 | <i>Judith Walters</i> | |
| William & Carol Martin, Lot 18 | <i>William Martin & Carol Martin</i> | 3-12-12 |