

BK 1273 PG 00788

DEL. PARVIN & WILSON LAW FIRM

013976

RESTRICTIONS  
OF  
LOST MOUNTAIN SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned, CFG Corp. does hereby of its own free will, impose for the protection of the lots hereinafter mentioned, in order that the same be properly developed, certain restrictions, covenants and conditions which shall apply to all the lots shown on the Plat of Lost Mountain Subdivision, Property of CFG Corp., situated on Virginia Secondary Route 695, Cave Spring Magisterial District, Roanoke County, Virginia, prepared by Jack G. Bess, Certified Land Surveyor, dated November 21, 1985, and recorded in the Clerk's Office of the Circuit Court of Roanoke County, Virginia, in Plat Book 10, Page 55, which said restrictions, covenants and conditions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of forty (40) years from the date these restrictions, covenants and conditions are recorded, and the party imposing these restrictions, covenants and conditions reserves the right to waive, modify or release the same and forty (40) years from the date of the recordation hereof, said covenants, restrictions and conditions shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants, restrictions and conditions in whole or in part, but in any event these covenants, conditions and restrictions shall terminate sixty (60) years from the date hereof, and which said restrictions, covenants and conditions are as follows, to-wit:

1. Land Use. Unless otherwise indicated hereon, these lots shall not be used or occupied for other than single family residential purposes and no building shall be erected thereon except a residence, private garage, barn and servant quarters for use in connection with the residence. No swimming pools may be installed or constructed on any lot above the ground.

2. Animals. No cows, goats, pigs, swine, fowl, or pigeons shall be kept on the premises, nor shall any other animal or pet be kept upon the premises which occasions obnoxious odors, or are dangerous to the health or welfare of other residents in Lost Mountain subdivision, and no nuisance shall be maintained or permitted on said property.

3. Temporary Buildings. No building of a temporary nature shall be erected or placed on any of said lots except

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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.

4. Architectural Control. No residence or other permanent structure shall be constructed in Lost Mountain until the plans for such residence including the placement thereof on the lot, have been submitted to, and approved by CFG Corp., its successors or assigns. Plans shall be prepared by a person or persons regularly engaged in such work.

5. Construction Standards. The following are applicable to the construction of any residence, private garage, barn or servants quarters:

a. Imitation stone or brick, cinder or concrete masonry block or brick, stucco, asbestos shingles, composition shingles, wood drip siding, stained plywood or concrete shall not be used as an exterior wall finish.

b. No exposed concrete, cinder or concrete masonry foundations shall extend above finished grades when such grades are visible from the street.

c. All electric, phone services and other utilities shall be run below ground.

d. No trailer or trailer type residences (including double wide trailers) shall be permitted on any lot in the subdivision.

6. Off Street Parking and Driveways. There shall be provided a minimum of three (3) spaces for off street motor vehicle parking for each residence constructed within. All driveways and parking areas will be surface treated or paved and will be landscaped in such a manner so that water runoff is controlled and directed so as to prevent any damage to the soils or vegetation. All driveways shall have corrugated culvert pipe installed according to all applicable state specifications along the street line where such driveways meet the street.

7. Fuel Storage and Garbage Disposal. 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.

8. Walls. No exposed concrete, cinder or concrete masonry block, or cinder concrete brick retaining walls shall be constructed when such walls are visible from the streets.

9. Resubdivision. No lots shown hereon may be resubdivided except that a lot may be divided and added to adjoining lots.

10. Size Requirements. No one story dwelling shall be erected whose area, by outside measure, is less than 1,800 square feet, and no two story, split-level or split-foyer dwelling having less than 1,100 square feet of livable first floor space will be permitted. The square footage requirements specified above do not include the areas that would be identified as garages, carports or basements. Exterior construction must be completed and closed in within nine (9) months of commencement of construction.

11. Minimum Building Lines. The main body of any dwelling shall not be erected on any lot nearer to the streets than indicated as the minimum building line on the Plat of the Subdivision specified above, nor shall any building be erected closer than twenty (20) feet to any side lot line.

12. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevation between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and the line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitation shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement.

13. Removal of Natural Growth. No trees four (4) inch caliper or larger, measured twenty-four (24) inches from the ground, shall be removed from the property except on the immediate building site and for emplacement of Septic system, well, or other utilities. Removal of any natural growth requires the approval of CFG, Corp., its successors or assigns.

14. Maintenance of Property. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkempt conditions of building or grounds on such lots which shall tend to substantially decrease the beauty on such lots which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area. Non-operating cars, unused objects or apparatus, or any portion thereof, shall not be permitted to remain on any lot. The storage of house trailers, camping vehicles, trucks, mobile homes, and other motor vehicles larger than passenger cars or pickup trucks is hereby prohibited except insofar as those vehicles are stored where not visible from any road or from any residence other than that of the owner. All lots shall be kept clean and free of garbage, junk, trash, debris, or any substance that might contribute to a health hazard of the breeding and habitation of snakes, rats, insects, etc. Each purchaser of a respective lot shall cause

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each lawn to be mowed as needed, cause the maintenance and protection of landscaping insuring proper drainage of the lot so as to prevent soil erosion, and cause the maintenance of the home and any other structures and improvements located on said lot insuring its good condition and appearance in the opinion of CFG Corp., its successors or assigns. Failure to maintain lots and homes and any other structures and improvements, including fences, in a tidy manner in the opinion of CFG Corp., its successors or assigns, fourteen (14) days after written notice from said CFG Corp., its successors or assigns, of the undesirable condition(s), may result in maintenance of the aforesaid by CFG Corp., its successors or assigns, for which a reasonable charge will be levied against the purchaser. Failure to pay such charge within a reasonable time will result in a lien against the subject property. Neither CFG Corp., its successors or assigns, nor any of its agents, employees or contractors shall be liable for any damage which may result from any maintenance work performed hereunder except in cases of gross negligence.

15. Utilities. The erection and use of overhead wires, poles and other exposed utilities of any kind is prohibited except for such utilities constructed by CFG Corp. However, the erection of television, radio, or electrical antennae may be permitted under conditions imposed by CFG Corp., its successors or assigns.

16. Drainage Easements. Open drainage easements shown on the plat shall not be obstructed but may be altered and changed provided that such change is in accordance with plans prepared by an engineer, architect, or land surveyor and approved by the resident engineer, Virginia Department of Transportation.

17. Utility Easements. CFG Corp. reserves unto itself, its successors, agents and assigns, a perpetual, alienable and releasable easement and right on, over and under the ground to erect, maintain and use electric service, Community Antenna Television and telephone poles, wires, cables, conduits, drainage ways, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone service, cable television service, gas, sewer, water, drainage or other public conveniences or utilities on, in or over those portions of such property as may be reasonably required for utility line purposes. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. CFG Corp. further reserves unto itself, its successors, agents and assigns, the right to locate wells and pumping stations and appurtenant water lines on any property designated for such use on any applicable plat

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of said property, or to locate same upon any property without the permission of the owner of such property so long as such do not interfere with the owner's use of such water. Such rights may be exercised by any licensee of CFG Corp., its successors, agents and assigns, but these reservations shall not be considered an obligation of any of them to provide or maintain any such utility or service.

Following the installation of any utility apparatus or other improvement on any property pursuant to the provisions of this paragraph, CFG Corp., its successors, agents, and assigns shall restore such property as nearly as is reasonably possible to its condition immediately prior to such installation.

18. Severability. Invalidity of any reservation or restriction by a court of competent jurisdiction shall not affect or invalidate any remaining reservations or restrictions in any manner.

19. Signs. 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 temporary for sale or rent signs and directional and informational signs erected by CFG Corp., its successors or assigns.

20. Violation of Restrictions. 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.

21. Septic Systems. The owner of any lot shown hereon 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 Roanoke County Health Department.

22. Camping. Camping shall be prohibited on all lots at all times.

23. Amendment or Waiver. Nothing herein is to be construed to prevent CFG Corp., its successors, or assigns from placing further restrictions or easements on any lot in the said subdivision which shall not theretofore have been conveyed from it.

24. Open Fires. No open air fire shall be started or maintained on any lot except in a grill, fireplace, or other

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suitable enclosure or container designed for the safe housing of man-made fires for cooking or refuse disposal purposes.

IN TESTIMONY WHEREOF, witness the following signatures of CFG Corp., signed by its President, this 22<sup>nd</sup> day of September, 1987.

CFG CORP.

By: Charles S. Palmer  
President

STATE OF VIRGINIA

CITY OF ROANOKE, TO-WIT:

The foregoing instrument was acknowledged before me by Charles S. Palmer, President of CFG Corp., this 22<sup>nd</sup> day of September, 1987.

My commission expires: November 18, 1988

Kerry B. Hines  
Notary Public



Deed of Trust  
State Tax  
County Tax  
Clerk's Fee  
Total

\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ 12.00  
\$ 12.00

In the Clerk's Office of the Circuit Court for the County of Roanoke, Va., this 22<sup>nd</sup> day of Sept, 1987, this instrument was presented, and with the certificate of acknowledgment thereto annexed, admitted to record at 12 o'clock P.M.

Teste: [Signature] Clerk  
By: [Signature] Dep. Clerk

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DEL. MCLEAN LAW FIRM

006407

**MODIFIED DECLARATION OF RESTRICTIONS OF  
LOST MOUNTAIN SUBDIVISION**

This declaration, made on the date hereinafter set forth, by CFG Corp., a Virginia corporation (hereinafter referred to as "Declarant").

**W I T N E S S E T H**

WHEREAS, Declarant is the owner of certain real estate in Roanoke County, Virginia, known generally as Lost Mountain Subdivision, which is more particularly described according to plats of survey made by Jack G. Bess, Certified Land Surveyor, dated November 21, 1985, and recorded in the Clerk's Office of the Circuit Court of Roanoke County, Virginia, in Plat Book 10, Page 55, as amended by that plat of survey prepared by Jack G. Bess, Certified Land Surveyor, dated September 6, 1988, and recorded in the Clerk's Office of the Circuit Court of Roanoke County, Virginia, in Plat Book 11, Page 27; and

WHEREAS, said Declarant caused to be recorded in the Clerk's Office of the Circuit Court of Roanoke County, Virginia, in Deed Book 1273, beginning at Page 788, a certain Declaration of Restrictions of Lost Mountain Subdivision; and

WHEREAS, since the recordation of said documents, Declarant has proceeded with the development of the subdivision known generally as Lost Mountain Subdivision; and

WHEREAS, in the preamble of said restrictions, Declarant reserved the specific right to waive, modify, or release said restrictions; and

WHEREAS, Declarant now desires to waive and modify said restrictions so as to specifically waive and modify

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Restriction Number 9 as it may pertain to the amended plat as recorded in the aforesaid Clerk's Office in Plat Book 11, Page 27, to show the resubdivision of lot numbers 7 and 8 into new lot numbers 7A, 8A and 8B.

NOW THEREFORE, Declarant hereby waives and modifies Restriction Number 9 to the extent necessary to permit the resubdivision of lot numbers 7 and 8 into new lot numbers 7A, 8A and 8B as shown on the amended plat and recorded in the aforesaid Clerk's Office in Deed Book 11, Page 27.

All other restrictions as set forth in the Restrictions of Lost Mountain Subdivision recorded at Deed Book 1273, beginning at Page 788 in the aforesaid Clerk's Office shall remain unaffected by this Modification and shall remain in full force in their entirety.

IN TESTIMONY WHEREOF, witness the following signature of CFG Corp. signed by its president, who has been authorized and directed to execute this Modified Declaration, this 14th day of July, 1989.

CFG CORP.

By: Charles S. Palmer  
President

COMMONWEALTH OF VIRGINIA

CITY OF ROANOKE

), to-wit:

The foregoing instrument was acknowledged before me this 14th day of July, 1989, by Charles S. Palmer, President of the Corporation, on behalf of the Corporation. My commission expires: August 9, 1992

Deed of Trust \$  
State Tax \$  
County Tax \$  
Clerk's Fee \$  
Total \$

16107  
\$  
\$  
\$  
\$  
\$

Notary Public  
in the Clerk's Office of the Circuit Court for the County of Roanoke, Va., this 14th day of July, 1989, this instrument was presented, and with the certificate of acknowledgment thereto annexed, admitted to record at 2:00 o'clock P.M.

Teste: Charles S. Palmer Clerk  
By: Charles S. Palmer Dep. Clerk