



# PARK RIDGE DEVELOPMENT OF FLOYD & FRANKLIN COUNTIES, INC.



## BYLAWS

### **ARTICLE I – NAME**

The name of this Association shall be “Park Ridge Development of Floyd and Franklin Counties, Inc.” hereafter “Association,” and it shall be incorporated under the laws of the Commonwealth of Virginia.

### **ARTICLE II – MEMBERSHIP**

#### Section 1:

Membership shall be of one class to be defined as follows: every person or entity who is an owner of record of a fee or undivided fee interest in any lot (or living unit) which is subject to covenants of record to assessments by the Association shall be a member of the Association.

#### Section 2:

- a) Each member shall be entitled to one vote per lot owned. If a lot is held jointly, only one vote may be cast by the joint members, collectively for that lot.
- b) Any member more than thirty (30) day delinquent in the payment of the annual assessment shall have **no** voting privileges until such assessment is paid.

### **ARTICLE III – MEMBERSHIP MEETINGS**

#### Section 1:

The annual meeting shall be held the last Sunday in April of each year, and shall be for the purpose of electing directors, receiving reports of officers and committees, and for any other business that may come before the meeting. Each member shall be notified by mail of the time and place of the annual meeting at least fourteen (14) days prior to said meeting date.

#### Section 2:

Special meetings of the membership may be called by the President or by the Board of Directors. Written notice of any special meeting held pursuant to this section shall be mailed by the secretary to each member at least three (3) days in advance of such special meeting. Receipt of such notice by each member of the Association shall not be a condition precedent to the conduct of a valid special membership meeting.

#### Section 3:

Twenty (20) or more members may by written petition to the President request a special meeting for a designated item of business. Upon receipt of such petition, the President shall set a special meeting not more than fifteen (15) days after receipt of the petition. Written notice of the time and place of such special meeting shall be given by the secretary to each member at least seven (7) days in advance of such special meeting. Such written notice shall also specify the designated item of business to be considered at the special meeting. Only the designated item or items of business specified in such notice may be discussed at such meeting. Receipt of this written notice shall not be a condition precedent to the conduct of a valid special meeting.

#### Section 4:

Each member shall register a current address with the secretary, and notice of meetings shall be mailed to such address.

Section 5:

A quorum for the transaction of business shall consist of at least twenty (20) members with voting rights. Any action governed by the Articles of Incorporation or by the covenants applicable to the properties shall require a quorum as therein provided.

Section 6:

At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. No proxy shall extend beyond a period of eleven (11) months, and every proxy shall automatically cease upon sale by the member of his interests in the properties. If a lot is held by joint members, a valid proxy may be executed by any one or more of the joint members without execution by the other members. If conflicting proxies shall be executed by joint members, the vote by proxy shall be disallowed for that lot. Cumulative voting shall not be allowed.

## **ARTICLE IV – DIRECTORS**

Section 1:

The affairs of the Association shall be managed by the Board of Directors of nine (9) members.

Section 2:

The Board of Directors shall be elected from the membership. The first directors shall be elected to serve from the first election to the next annual meeting. Nine (9) Directors shall thereafter be elected at the next annual meeting; three (3) Directors shall be elected for a term of three (3) years, three (3) Directors shall be elected for a term of two (2) years, and three (3) Directors shall be elected for a term of one (1) year. Thereafter, three (3) Directors shall be elected each year at the annual meeting for a term of three (3) years, and shall serve until their successor shall be elected.

Section 3:

The Board of Directors shall declare vacant the office of any Director absent from three (3) consecutive meetings without valid excuse.

Section 4:

Any vacancy occurring in the Board by resignation, disability, death, or other reason, shall be filled by a majority vote of the remaining Directors. A Director elected by the Board to fill a vacancy shall serve until the next annual meeting, at which time the general membership shall elect a Director to complete the remaining term of the vacant directorship.

Section 5:

A regular or annual Directors meeting shall be held without further notice than these bylaws, immediately after the annual membership meeting. A monthly Board of Directors meeting shall be held at a place to be designated by resolution of the Board of Directors. No notice to the Board of Directors of the monthly meeting shall be required.

Section 6:

Special meetings of the Board of Directors may be called by the President, or by not less than three (3) directors. Written notice of the time and place of a special meeting shall be given not less than twenty four (24) hours prior to the meeting. The time and place of the special meeting shall be arranged so far as possible to facilitate the attendance of all Directors. Attendance of a Director at a special meeting shall waive the above notice requirement.

Section 7:

A majority of the Board of Directors shall constitute a quorum. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by statute or by these bylaws.

Section 8:

The Board of Directors by resolution adopted by a majority of the Directors in office, may designate one or more committees, each of which shall consist of one or more Directors, which committees to the extent provided in said resolution shall have and exercise the authority of

the Board of Directors in the management of the Association. Other committees not having and exercising the authority of the Board of Directors in the management of the Association may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Such committees not exercising the authority of the Board of Directors may consist of such Directors and/or members of the Association that the Board of Directors shall appoint.

Section 9:

A Director shall be eligible to serve two (2) successive terms as a Director. Thereafter, a Director shall not be eligible to be elected or appointed for another term until three (3) years after having left office as a Director.

Section 10:

The Board of Directors shall as the first item of business at each annual meeting elect a President, Vice-President, Secretary, and Treasurer. The President shall preside at all meetings of the Board of Directors and the Vice-President shall preside at the Board of Directors meetings when the President is absent.

Section 11:

Board members may be reimbursed for mileage to attend authorized Board functions.

## **ARTICLE V – REPORT OF MEETINGS**

Minutes of all membership meetings and all meetings of the Board of Directors shall be posted in at least one (1) public place within the subdivision as to be available to all members of the Association. The Board of Directors shall designate the place of posting.

## **ARTICLE VI – OFFICERS**

Section 1:

The officers of the Association shall consist of President, Vice-President, Secretary, and Treasurer, and shall be elected from the members of the Board of Directors. Officers shall be elected by the Board of Directors at the annual Board of Directors meeting, and each officer shall serve for one (1) year or until his successor has been elected. Officers shall be eligible to succeed themselves at the discretion of the Board of Directors.

Section 2:

The Board of Directors may appoint such assistant officers from the membership as may be necessary to accomplish the purposes of the Association.

Section 3:

Any officer elected or appointed may be removed from office by a majority vote of the persons authorized to elect or appoint such officer whenever in their judgment the best interest of the Association will be served thereby.

Section 4:

The President shall be the principal executive officer of the Association, and shall, in general, supervise and control all the business and affairs of the Association. He shall preside at all meetings of the members. He may sign, with the Secretary or Treasurer or any other proper officer thereto authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or these bylaws to some other officer or agent of the Association or shall be required by law to be otherwise signed or executed, and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time. He shall attend all Board of Directors meetings.

Section 5:

In the absence of the President or in the event of his inability or refusal to act, the Vice-President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President may sign, with the Secretary or an Assistant Secretary, or with the Treasurer or an Assistant Treasurer such instruments as the Board of Directors may authorize to be executed, and shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 6:

The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Association, and receive and give receipts for monies due and payable to the Association, from any source whatsoever, and deposit all such monies in the name of the Association in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of Article VII of these bylaws. Also, in general, to perform all duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors to include the preparation of an annual budget and financial statement to be presented at the annual meeting shall be the Treasurer's function.

Section 7:

The Secretary shall keep the minutes of all meetings in one or more minute books provided for that purpose; see that all notices are duly given in accordance with the provisions of the bylaws or as required by law; be custodian of the Association records and of the seal of the Association, and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors, including serving notice of all Board of Directors meetings.

Section 8:

A vacancy in any office caused by death, resignation, removal, or otherwise, may be filled by the Board of Directors for the unexpired term.

Section 9:

The Board of Directors may by resolution require the officers and agents of the Association to give bond to the Association in sufficient amount and with sufficient securities to insure the faithful performance of their duties, and to comply with such other conditions as the Board of Directors may from time to time require.

## **ARTICLE VII – CONTRACTS, LOANS, CHECKS, AND DEPOSITS**

Section 1:

The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

Section 2:

No loans shall be contracted on behalf of the Association and no evidences of indebtedness of the Association shall be issued in the Association's name unless authorized by a resolution of two-thirds (2/3) of the vote of the Association. Such authority may be general or confined to specific instances.

Section 3:

All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents or the Association in such a manner as shall from time to time be determined by resolution of the Board of Directors.

Section 4:

All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board of Directors may select.

## **ARTICLE VIII – ENFORCEMENT OF RESTRICTIONS AND REGULATIONS**

The Board of Directors shall have the authority to enforce the Declaration of Covenants, Conditions, and Restrictions. The Board of Directors of the Association shall have the power and authority to make and publish rules and regulations governing the use of any and all facilities of any type used commonly by the property owners. The Board of Directors shall establish a procedure for the receipt of information relating to violations of the Covenants, Conditions, and Restrictions and any violation of the rules and regulations. The Board of Directors shall establish a hearing procedure for the information to be brought to the attention of the alleged violation. This hearing procedure shall include a provision for due notice to the alleged violation and the other property owners.

## **ARTICLE IX – FISCAL YEAR**

The fiscal year of the Association shall be for such period of twelve (12) months as the Board of Directors shall designate by resolution.

## **ARTICLE X – SEAL**

The seal of the Association shall have inscribed thereon the name of the Association and shall be in such form as shall from time to time be adopted by the Board of Directors.

## **ARTICLE XI – ACCEPTANCE OF GRANTOR'S RESPONSIBILITY**

The Board of Directors of the Association shall, if they deem it in the best interest of the Association and members of the Association, accept any grant or assignment of grantor's rights under the Covenants, Conditions, and Restrictions applicable to the subdivision covered by the Association. Such acceptance shall be evidenced by resolution of the Board of Directors. Upon acceptance of such rights the Board of Directors through the officers of the Association shall exercise such rights for the best interest of the subdivision and members of the Association.

## **ARTICLE XII – COMPENSATION**

No compensation shall be paid to the Board of Directors or to the officers of the Association for their services rendered to the Association as an officer or Director except as specified in Article IV, Section 11.

## **ARTICLE XIII – PARLIAMENTARY AUTHORITY**

The rules contained in Roberts Rules of Order, latest edition, may govern in all cases to which they are applicable and in which they are not inconsistent with these bylaws or the statutes of the Commonwealth of Virginia.

## **ARTICLE XIV – AMENDMENTS**

These bylaws may be altered, amended, or repealed by a majority vote of the Association.



**RULES FOR THE USE OF FOUR-WHEELERS/ATV's AND GOLF CARTS**  
**PARK RIDGE DEVELOPMENT OF FLOYD AND FRANKLIN COUNTIES**  
**REVISED SEPTEMBER 18, 2004**

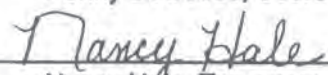
The Board of Directors of Park Ridge Development of Floyd and Franklin Counties, Inc., has thoroughly discussed the safety issues concerning the operation of four-wheelers, ATV's and golf carts within Park Ridge Development common areas and has legislatively issued the following rules and regulations:

1. These rules and regulations apply to the use of all four-wheelers/ATV's and golf carts within the common areas of Park Ridge Development. All rules for the use of four-wheelers/ATV's and golf carts must be obeyed and property owners and/or parents are totally responsible for the actions of their guests.
2. No individual under the age of 14 may operate a four-wheeler/ATV without parents or responsible adult present with them at all times. Park Ridge will not be held liable for the actions of four-wheeler/ATV operators.
3. Only two individuals may ride on a four-wheeler/ATV at a time.
4. No individual under the age of 12 may operate a golf cart without parents or responsible adult present with them at all times.
5. All golf carts and four-wheelers/ATV's must have the owner's lot number on the back of the vehicle.
6. No more than three (3) individuals may occupy the front seat and two (2) on the back set if equipped with seats on a golf cart within the common area of Park Ridge Development at any time.
7. The speed limit of 15 miles per hour applies to the operation of four-wheelers/ATV's and golf carts as with other vehicles.
8. Any four-wheeler/ATV or golf cart is recommended to have a certificate of liability insurance to be operated on the premises of Park Ridge Development. Property owner is responsible for insuring that any guest or visitor bringing a four-wheeler/ATV or golf cart into PRD shall have appropriate liability insurance.
9. Golf carts, four wheelers/ATV's must have working lights on front of the vehicle and working lights or reflectors on the rear of the vehicle if operated after sunset.
10. No vehicles are allowed on grassy areas around the Club house, office, tennis courts, or the lake.

  
O'dell Luther, President

  
Larry Martin, Vice President

  
Penny Deweese, Secretary

  
Nancy Hale, Treasurer

  
Brenda Pace, Director

  
Arthur Stockner, Director

  
Joyce Hale, Director

  
Myrtle Smith, Director

  
Perry Lucas, Director



**GENERAL RULES AND REGULATIONS**  
**PARK RIDGE DEVELOPMENT OF FLOYD AND FRANKLIN COUNTIES**  
**REVISED March 6, 2006**

1. The Park Ridge Club house and picnic shelter belongs to all property owners and may not be reserved by anyone. However, property owners may use the Clubhouse and picnic shelter without charge at any time. After use, building and facilities must be cleaned and all trash must be removed from the premises. All guests who are not property owners, or immediate family of property owners, will pay a fee of \$1.00 per guest. Please allow a 30 day notice when planning a large event, such as weddings or family reunions.
2. Non-members using Park Ridge Development facilities with a property owner will be charged \$1.00 per day for fishing, bath house, and clubhouse. A fee of \$5.00 per day will be charged for using the pool.
3. Property owners are responsible for the conduct of guests or visitors at all times and for all activities. The property owner is responsible for any damages to club house, grounds, equipment, gate, or property in Park Ridge Development. If a guest is responsible for damages, the Property owner will be held responsible and will be billed for the repairs.
4. The Clubhouse and common area grounds are not to be used for overnight staying.
5. There will be no bands or dancing in the Club house.
6. No grills or cooking allowed on the Club house deck. Use the **Picnic Shelter**.
7. Drugs, firearms, or fireworks are not permitted in Common Areas. Firearms are permitted in designated areas, this includes all acreage not lotted in Franklin County.
8. No pets are allowed to run at large at any time inside the pool fence, playground or in the Club house. No animals are allowed on any common ground unless under control of owner. All property owners are responsible for the actions of their pets, according to our Covenants and Restrictions. Pets are required to be on a leash in the camping area, which is Park Ridge Central.
9. All children under 12 years of age using the pool must be supervised by an adult. Swinging or trying to stand on lifeline in the pool is prohibited. The pool safety and rescue equipment is for emergency use only. Do not touch skimmers or return lines. Violations of any pool rule will be subject to disciplinary action. Anyone using the pool must sign in.
10. The speed limit in the entire PRD area is **15 miles per hour** for all vehicles. Drivers must obey all road signs. Driving in a reckless manner will not be tolerated.

11. All rules for the use of 4 wheelers/ATVs and golf carts must be obeyed. Property Owners will be responsible for any guests or visitors that bring in or ride an ATV, Golf Cart, Etc.
12. No one is allowed to ride any vehicle around the lake or in a grassed area at the Club house, office or pool.
13. No one is allowed to go on other people's property without permission from the property owner.
14. All bass 14-20 inches must be returned to the lake unharmed.
15. Any guest wishing to hunt on Park Ridge Development property must be accompanied by a property owner.
16. No alcoholic beverages allowed on common areas.
17. All streets in PRD are common areas and may not be closed for personal use or reason.
18. Anyone failing to comply with the Rules and Regulations as set forth in this document is subject to disciplinary action by the Board of Directors and punishment may be imposed. Serious or continuous violations will be dealt with and privileges may be suspended.
19. All complaints must be written and signed and given to a board member for disciplinary action.
20. Any deviation of these rules and regulations must be approved by the Board of Directors of Park Ridge Development.



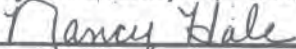
**Larry Martin, President**



**Arthur Stockner, Vice President**



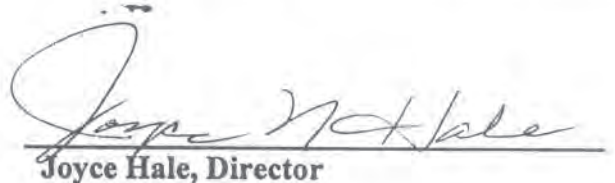
**Myrtle Smith, Secretary**



**Nancy Hale, Treas.**

\_\_\_\_\_  
**Odell Luther, Director**

\_\_\_\_\_  
**Barry Phlegar, Director**



**Joyce Hale, Director**

\_\_\_\_\_  
**Penny Deweese, Director**



**Perry Lucas, Director**



*Copies 2/7/05*

The foregoing instrument was acknowledged before me  
this 20 day of June, 1977, by Laura A. Shelor, landlord, and  
Ernest D. Hopkins, Tenant.

My commission expired May 2, 1981.

Mary H. Spangler  
Notary Public

VIRGINIA: In the Clerk's Office of the Circuit Court of Floyd County  
June 24, 1977, at 1:25 P.M.  
This Deed received in office, and, with certificate thereto attached,  
admitted to record. The tax imposed by Section 58-54.1 of the code in  
the amount of \$ \_\_\_\_\_ has been paid.

Teste: MARGARET H. HARMAN, Clerk

Margaret H. Harman M.C.

HONEY TREE MAINTENANCE ASSOCIATION, INC.,

TO: DEED

PARKWAY RECREATION ASSOCIATION

THIS DEED, made and entered into this 1st day of June,  
1977, by and between HONEY TREE MAINTENANCE ASSOCIATION, INC., a  
Virginia corporation, party of the first part and hereinafter  
referred to as the "Grantor"; and PARKWAY RECREATION ASSOCIATION,  
party of the second part and hereinafter referred to as the  
"Grantee".

- W I T N E S S E T H -

THAT FOR AND IN CONSIDERATION of the sum of Ten Dollars  
(\$10.00) cash in hand, paid by the Grantee unto the Grantors, and  
other good and valuable consideration, receipt of which is hereby  
acknowledged, the Grantors do hereby BARGAIN, SELL, GRANT, and  
CONVEY unto the Grantees, with General Warranty of Title and  
English Covenants, the following described property, lying and  
being in the County of Floyd, State of Virginia, and being more  
particularly described as follows, to-wit:

PARCEL I

5.689 ACRE RECREATION TRACT

*Mailed 6-29-77 Parkway Recreation Association  
PO Box 3830  
Grantors, Tennessee 38138*

BEGINNING on an iron on the south 50' right-of-way of Honey Tree Lane and the east 30' right-of-way of Virginia State Route 641 and running thence with the south right-of-way of Honey Tree Lane, S. 67° 13' 10" E. 208.28 feet; thence a chord bearing, 59° 29' 42" E. 92.37 feet along a curve with a delta angle of 15° 26' 59" and a radius of 343.60 feet; thence S. 51° 46' 11" E. 274.90 feet; thence a chord bearing S. 45° 36' 56" E. 94.06 feet along a curve with a delta angle of 12° 18' 33" and a radius of 438.68 feet; thence S. 39° 27' 38" E. 104.02 feet; thence a chord bearing, S. 54° 53' 54" E. 109.70 feet along a curve with a delta angle of 30° 52' 31" and a radius of 206.06 feet; thence S. 70° 20' 09" E. 60.71 feet to an iron, a corner to Lot No. 1; thence leaving said right-of-way and running with Lot No. 1, S. 31° 23' 20" W. 523.53 feet to an iron; thence N. 24° 10' 00" W. 559.83 feet to a locust snag; thence N. 29° 51' 00" W. 534.30 feet to the point of BEGINNING, and containing 5.689 acres; and,

BEING a portion of the same property conveyed to the Grantor herein by deed dated June 1, 1972, from Roy C. Bower, et ux, of record in the Clerk's Office of the Circuit Court of

Floyd County, Virginia, in Deed Book 104 at page 594 and in the Clerk's Office of the Circuit Court of Franklin County, Virginia, in Deed Book 279 at page 725; and by deed dated June 21, 1972, from Edward D. Hawks et ux, of record in the Clerk's Office of the Circuit Court of Floyd County, Virginia, in Deed Book 105 at page 84 and in the Clerk's Office of the Circuit Court of Franklin County, Virginia, in Deed Book 279 at page 825.

#### PARCEL II

#### 18.581 ACRE TRACT CONTAINING

#### THE LAKE AND CLUBHOUSE

BEGINNING at an iron on the eastern 50' right-of-way of Honey Tree Lane, a corner to Alvie R. Guillems land; thence with the Guillems line, N. 65° 00' 00" E. 317.17 feet to an 18-inch Gum; thence N. 26° 32' 00" E. 703.56 feet to an iron, a corner to Lot No. 44; thence with Lot No. 44, S. 63° 28' 00" E. 158.64 feet to an iron, a corner to Lot No. 41 and Lot No. 44; thence with Lot No. 43, S. 31° 54' 34" E. 241.26 feet to an iron, a corner to Lot No. 43 and Lot No. 42; thence with the lines of Lot No. 42 the next three calls: S. 43° 54' 00" E. 123.35 feet to an iron; S. 56° 47' 00" E. 136.23 feet; N. 30° 55' 32' E. 191.53 feet to an iron on the West 50' right-of-way of Spring Lake Drive; thence with said right-of-way, S. 36° 04' 22" W. 143.00 feet; thence a chord bearing, S. 17° 46' 02" E. 139.99 feet along a curve with a delta angle of 36° 36' 40" and a radius of 222.86 feet; thence S. 00° 32' 18" W. 30.91 feet; thence a chord bearing, S. 16° 00' 25" W. 83.04 feet along a curve with a delta angle of 30° 56' 16" and a radius of 155.68 feet; thence S. 31° 28' 34" W. 330.14 feet; thence a chord bearing, S. 37° 40' 02" W. 94.02 feet along a curve with a delta angle of 12° 22' 57" and a radius of 435.91 feet; thence S. 43° 51' 31" W. 383.63 feet; thence a chord bearing, S. 76° 45' 39" W. 41.98 feet along a curve with a delta angle of 65° 48' 20" and a radius of 38.64 feet; thence N. 70° 20' 09" W. 74.08 feet; thence a chord bearing N. 54° 53' 54" W. 83.08 feet along a curve with a delta angle of 30° 52' 31" and a radius of 156.06 feet; thence N. 39° 27' 38" W. 104.02 feet; thence a chord bearing, N. 45° 36' 55" W. 104.78 feet along

a curve with a delta angle of 12° 18' 33" and a radius of 488.68 feet; thence N. 51° 46' 11" W. 274.90 feet; thence a chord bearing N. 59° 29' 41" W. 105.81 feet along a curve with a delta angle of 15° 26' 55" and a radius of 393.60 feet; thence N. 67° 13' 10" W. 162.91 feet to the point of BEGINNING, and containing 18.581 acres; and,

BRING a portion of the same property conveyed to the Grantor herein by deed dated June 1, 1972, from Roy C. Bower, et ux, of record in the Clerk's Office of the Circuit Court of Floyd County,

Virginia, in Deed Book 104 at page 594 and in the Clerk's Office of the Circuit Court of Franklin County, Virginia, in Deed Book 279 at page 725; and by deed dated June 21, 1972, from Edward D. Hawks, et ux, of record in the Clerk's Office of the Circuit Court of Floyd County, Virginia, in Deed Book 105 at page 84 and in the Clerk's Office of the Circuit Court of Franklin County, Virginia, in Deed Book 279 at page 825.

TO HAVE AND TO HOLD unto the Grantee, its successors and assigns in fee simple forever.

Without reimposing any of the reservations, restrictions, easements, and conditions affecting the hereinabove described property, this conveyance is made subject to all of them.

WITNESS the following signatures and seals:

HONEYTREE MAINTENANCE ASSOCIATION, INC.

By *[Signature]* (Seal)  
President

Attest:

*[Signature]*  
Secretary

STATE OF VIRGINIA

City OF Salem

: TO-WIT:  
:

The foregoing instrument was acknowledged before me this 24th day of June, 1977, by Donald A. Williams and E.W. LAUTEUSCHLAGER, on behalf of HONEYTREE MAINTENANCE ASSOCIATION, INC.

My commission expires: February 1, 1978

*[Signature]*  
Notary Public

VIRGINIA: In the Clerk's Office of the Circuit Court of Floyd County  
June 24, 1977 at 2:10 P.M.  
This Deed received in office, and, with certificate thereto attached,  
admitted to record. The tax imposed by Section 58-54.1 of the code in  
the amount of \$ 12.00 has been paid.

Teste: MARGARET H. HARMAN, Clerk

*[Signature]* M. C.



Make Copies by  
2/21/06 MB  
(original 1977)

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF PARK RIDGE CENTRAL

THIS DECLARATION, made on the date hereinafter set forth by BLUE RIDGE DEVELOPMENT COMPANY, INC., hereinafter referred to as "Blue Ridge,"

W I T N E S S E T H :

WHEREAS, Blue Ridge is the owner of a certain parcel described as follows: Park Ridge Central, as recorded in the Circuit Court for the County of Floyd, in the State of Virginia, in Plat Book , page , a plat of which has been prepared by David U. Scott, C. L. S.

NOW, THEREFORE, Blue Ridge hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I  
DEFINITIONS

Section 1. "Association" shall mean and refer to PARK RIDGE CENTRAL PROPERTY OWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Street" shall mean and refer to the private street dedicated for the use of the owners within the subdivision as defined by the Plat of record.

Section 3. "Subdivision" shall refer to all of the property within the perimeters of the legal description contained above.

Section 4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which shall be a part of the Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 5. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners, and which shall be maintained by the Association, including streets and alleys.

Section 6. "Lot" shall mean and refer to any numbered Lot as conveyed by PARK RIDGE CENTRAL pursuant to a metes and bounds description and lot number. No lot may be used for ingress or egress to any other property without the written permission of Blue Ridge.

ARTICLE II  
PROPERTY RIGHTS

Section 1. Every Owner shall have a right and easement of enjoyment to and access to the Streets and other Common Areas within the Subdivision which rights shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to dedicate or transfer all or any part of the Street to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Association; and,
- (b) the right of individual Owners to the exclusive use thereof subject to reasonable rules and regulations which may be promulgated by the Association.

ARTICLE III

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Each Lot sold by Blue Ridge shall be subject to annual assessments or charges and special assessments for capital improvements. Each Owner of any Lot acquiring a deed from Blue Ridge by acceptance of such deed, whether or not it shall so be expressed in such deed, is deemed to covenant and agree to pay such assessments. The assessments are payable to the Association and these annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. This lien for assessments shall not have priority over any lien given to secure purchase money or improvements but in the event of foreclosure of any lien for purchase money or improvements, such foreclosure shall not cut off the lien hereby granted to secure the assessments herein provided for.

Section 2. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents of the Subdivision and their homes situated in the Subdivision.

Section 3. Until January 1, 1979, the maximum annual assessment permitted shall be Thirty-Six (\$36.00) Dollars per Lot.

- (a) From and after January 1, 1979, the maximum annual assessment may be increased each year not more than ten per cent (10%) above the maximum assessment for the previous year without a vote of the membership. This increase of the maximum assessment may be made even though the assessment for the previous year was not the maximum permitted.



- (b) The Board of Directors of the Association shall fix the annual assessment at an amount not in excess of the maximum.

Section 4. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement owned by the Association, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly or annual basis.

Section 6. The annual assessments provided for herein shall commence as to each lot on the day it is sold by Blue Ridge. The Board of Directors shall fix the amount of the annual assessment against each lot, and written notice of such assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified lot has been paid.

Section 7. Any assessment not paid within thirty (30) days of the due date shall bear interest from the due date at the rate of ten per cent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. Each such Owner, by his acceptance of a deed to a lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including judicial foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien on real property, and such Owner hereby expressly grants to the Association a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other lot owners. The Association acting on behalf of the lot owners shall have the power to bid in an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his lot.

Section 8. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage given for purchase money or improvements. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to any payments which became due prior to such sale or transfer, but no sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof and the enforcement of such lien through the provisions of the preceding section.

#### ARTICLE IV ARCHITECTURAL CONTROL

Section 1. No building, fence, wall, antenna, or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or changes or alterations therein be made until the plans and specifications showing the nature, kind, shape, height, color, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board of the Association. The initial architectural committee shall be composed of Thomas H. Bensley, III, Nicholas H. Bensley and Donald A. Williams. In the event such Board or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 2. The architectural control committee shall have absolute control over the minimum building lines and the side setback lines for each lot within the Subdivision.

#### ARTICLE V USE RESTRICTIONS

Section 1. No permanent structure will be permitted on campsite lots, except barbecue pits and storage bins which have designs approved by the developer.

Section 2. Only one camper is allowed on each campsite lot at any one time.

Section 3. Campsite lots are not permitted to be further subdivided.

Section 4. No camper larger than 31 feet in length will be permitted on a campsite lot.

Section 5. Only conventional campers, camp trailers or tents are permitted on campsite lots. Buses or converted buses are prohibited.

Section 6. All sewage drains in campers will remain sealed during the duration of any stay on a campsite lot, unless otherwise attached to sewer connections or portable waste containers.

Section 7. The intent and purpose of the use of campsite lots shall be for the exclusive use as a private campground.

Section 8. Purchaser consents to join the Park Ridge Central Property Owners Association and therefore be subject to all rules, regulations, dues and assessments of this association.



Section 9. No signs shall be erected, permitted or maintained upon the property without the written consent of the Seller.

Section 10. Garbage must be kept in covered metal containers, and trash, tin cans, bottles, paper, etc., shall be kept in wire or metal containers.

Section 11. No rifle, shotgun or small arms shooting shall be permitted anywhere upon the property, except in areas reserved and designated for same.

Section 12. Since no commercial enterprise will be permitted which could destroy the desirability and beauty of this natural woodland, the Seller reserves all oil, water and mineral rights.

Section 13. All roads and driveways on the Subdivision Plan are to remain private, to be used by lot owners and their invitees only.

Section 14. There is reserved by the Seller, its successors and assigns forever, a right of way along all road rights of way of a uniform width of 15 feet measured from the road right of way toward the rear property line of each lot together with a 15 foot right of way along all side and rear perimeter lines to enter upon, over and across said right of way for the construction, operation and maintenance of pole lines for electric and telephone service and other utilities. Seller reserves the sole right to convey the rights hereby conveyed.

Section 15. No poultry, horse, cow, sheep, hog, goat or other similar animals shall be permitted or kept on the premises, except ordinary household pets which must be kept on a leash.

Section 16. No lot may be used for ingress or egress to any other property without the written permission of the Seller.

Section 17. No structure, pier or quay may be placed in the waters of any stream.

Section 18. No trees over two inches in diameter shall be cut down without the permission of the Architectural Committee of the Property Owners Association.

Section 19. Upon the availability of a sewer line to Purchaser's campsite lot, Purchaser agrees to pay Seller \$150.00 per campsite lot as a general improvement charge.

Section 20. No wells shall be dug or drilled without the express written approval of the Architectural Control Committee. When a public or private utility company makes water service available to Purchaser's campsite lot, Purchaser agrees to become a customer of such public or private utility company and to pay all service charges therefor.

Section 21. Should a public or private utility company make sewer disposal service available, either in the form of a comfort station including toilet facilities, a dump station, or sewage lines to a campsite lot, Purchaser agrees to become a customer of such public or private utility company and to pay all service charges therefor.

Section 22. No lot shall be used as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers at locations which shall have been approved by the Association. Trash and trash containers shall not be set out by Owner until the morning of collection and shall be returned to the interior of each residence by evening. No incinerators shall be employed except as may be permitted by the Association.

Section 23. No disabled automobiles, no tires, hoists, automotive parts or non-functioning mechanical equipment of any sort shall be kept or stored outside any residence. Any such automobile or equipment shall be towed off or otherwise removed by the Association at the Owner's expense.

Section 24. There shall be no obstruction of the Common Area. Nothing shall be stored in the Common Area without the prior written consent of the Board of Directors.

#### ARTICLE VI EASEMENTS

Section 1. There is hereby created a blanket easement upon, across, over and under all of the Subdivision for ingress, egress, installation, replacing, repairing and maintaining all utilities, including, but not limited to, telephones, water and electricity. By virtue of this easement, it shall be expressly permissible for the providing electrical, water and/or telephone company to erect and maintain the necessary poles and other necessary equipment on said property and to affix and maintain electrical and/or telephone wires, circuits and conduits on, above, across and under the roofs and exterior walls of said residences. An easement is further granted to all police, fire protection, ambulance, garbage and trash collection pick-up vehicles and all similar persons to enter upon the Common Area in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents and employees to enter in or to cross over the Common Area and any Lot to perform the duties of maintenance and repair of the residences or Common Area provided for herein. Notwithstanding anything to the contrary contained in this paragraph, no other utilities may be installed or relocated except as initially programmed and approved by Blue Ridge or thereafter approved by Blue Ridge of the Association's Board of Directors. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Blue Ridge shall have the right to grant such easement of said Property without conflicting with the terms hereof. The easements provided for in this Article shall in no way affect any other recorded easement on said premises.

#### ARTICLE VII GENERAL PROVISIONS

Section 1. Enforcement. The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens or charges now or hereafter imposed by



the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**Section 2. Severability.** Invalidity of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

**Section 3. Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than seventy-five per cent (75%) of the Lot Owners. Any amendment must be recorded in the Deed Records of Floyd County, Virginia.

IN WITNESS WHEREOF, the undersigned, being Blue Ridge herein, has hereunto set its hand and seal this 11 day of January, 1977.

BLUE RIDGE DEVELOPMENT COMPANY, INC.  
Owner of 100% of the Recorded Lots

By: Nicholas H. Beasley (Title) President (SEAL)

LAW OFFICES  
WILLIAMS, PADGETT  
AND  
LAITENSCHLAGER  
SALEM VIRGINIA

STATE OF VIRGINIA  
CITY OF SALEM, to-wit:

BEFORE ME, the undersigned authority, on this day personally appeared Nicholas H. Beasley, known to me to be the person whose name is subscribed to the foregoing instrument as President of Blue Ridge Development Company, Inc., and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN under my hand and seal of office, this 11th day of January, 1977.

My Commission expires: February 15, 1981

Stanley K. Spuler  
Notary Public

VIRGINIA: In the Clerk's Office of the Circuit Court of Floyd County  
February 9, 1978, at 10:52 P.M.  
This Deed received in office, and, with certificate thereto attached, admitted to record. The tax imposed by Section 58-54.1 of the code in the amount of \$            has been paid.

Teste: MARGARET H. HARMAN, Clerk

Margaret H. Harman D.C.

(4)

Noted 2-11-78  
Plat Books  
Page 11  
Roy Benton Thomas, et ux, et als  
MARVIN C. CARDEN

ROY BENTON THOMAS, et ux, et als

TO: DEED

MARVIN C. CARDEN

THIS DEED, made and entered into this the 8th day of February, 1978, by and between ROY BENTON THOMAS and ELIZABETH M. THOMAS, his wife, JAMES A. THOMAS and LINDA H. THOMAS, his wife, SHIRLEY T. FERRIS and CIMMARON FERRIS, her husband, FRED A. THOMAS and BARBARA P. THOMAS, his wife, ROMONA GAIL T. RECTOR, divorced, RICHARD L. THOMAS and DEBORAH THOMAS, his wife, STEVE A. THOMAS and DEBRA THOMAS, his wife,

The foregoing instrument was acknowledged before me  
this 2nd day of August, 1989, by Vernon R. Simpkins.

My Commission Expires: Daniel J. Howell

Deputy Clerk, Circuit Court  
of Floyd County, Va.

VIRGINIA: in the Clerk's Office of the Circuit Court of Floyd County  
August 2, 1989 at 4:20 P.M.  
This Instrument received in office, and, with certificate thereto attached  
admitted to record. The tax imposed by Section 58.1-802 of the code in  
the amount of \$ 1.00 has been paid.

Teste: MARGARET H. HARMAN, Clerk

Daniel J. Howell D.C.

890001193

Deed Book 169  
Page 330

PARK RIDGE CENTRAL

TO: AMENDMENTS TO AMENDED DECLARATIONS OF  
CONVENANTS, CONDITIONS AND RESTRICTIONS  
OF PARK RIDGE CENTRAL

1193

THIS AMENDMENT dated July 29, 1989 of the Amended  
Declaration of Covenants, Conditions and Restrictions of Park  
Ridge Central.

# WITNESSETH

WHEREAS, the aforesaid declaration of the Park Ridge Central  
subdivision dated January 11, 1978, and recorded in deed book  
124, page 533, in the Floyd County Circuit Court  
Clerk's Office provided in Section 3 Amendment of ARTICLE VIII  
GENERAL PROVISIONS that said Declaration may be amended by  
Instrument signed by not less than seventy-five percent (75%) of  
the Lot owners, and which instrument must be recorded in the  
Floyd County Circuit Court Clerk's Office, and

WHEREAS, seventy-five percent (75%) or more of said lot  
owners wish to make the following amendments to said Declaration  
as witnessed and agreed to in accordance with their signatures  
affixed to this amendment.

THEREFORE, for valuable consideration, receipt of which is  
acknowledged, the following owners, being seventy-five percent  
(75%) or more of the owners of lots of Park Ridge Central, do  
make and declare the following amendments to the AMENDED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PARK  
RIDGE CENTRAL, dated January 11, 1978, and recorded in the

Wanted 8-2 15 Charles A. Allen Jr.  
Remedy No 2401  
126 Church Ave. S.W.

aforesaid Clerk's Office in deed book 124, page 533.

(1) Section (1) of ARTICLE V, USE RESTRICTIONS, which excluded permanent structures, is amended so that permanent structures may be approved in accordance with Section (1) of ARTICLE IV ARCHITECTURAL CONTROL.

(2) Section (4) of ARTICLE V, USE RESTRICTIONS, which limited campers to 31 feet in length, is amended, to provide that any camper trailer will be permitted on a campsite lot.

(3) Section 14 of ARTICLE V, USE RESTRICTIONS, which provide a 15 foot road right of way easement, is hereby vacated and released.

(4) Section 1, of ARTICLE VI EASEMENTS, which created a blanket easement across, over and under the Park Ridge Central Subdivision, is hereby vacated and released.

These amendments to the easements, restrictions, covenants and conditions of Park Ridge Central Subdivision shall run with the land and have the same force and effect as the original declarations.

All other provisions of said Declarations not amended herein shall remain in full force and effect.

WITNESS the following signatures of seventy-five percent (75%) or more of the lot owners of the Park Ridge Central Subdivision.

SUBDIVISION

LOTS

-2-

James M. Heath  
President of Heath

2 and 3

Edward J. Barbours

4

Barbara Barbours

(Price)

Mary E. Ellison  
W. Jefferson

6

Dillon D. Jr.

44

Ruth A. Mize

Kenneth J. Park Jr.

103 & 104



State of Virginia }  
County of Henry } to-wit:

Subscribed and sworn to before me this 31st day of  
July, 1989, by Norma J. Suran

Norma P. Reed  
Notary Public

My Commission Expires:

June 15, 1993  
v

## OWNER

Park Ridge Property Owners  
Association, Inc., a  
Virginia Corporation

By: Garland H. Overfelt  
President

## LOTS

56, 57, 58, 59, 64  
65, 66, 67, 68, 69, 70  
71, 72, 74, 75, 76, 77  
78, 79, 80, 81, 82  
106, 107, 108, 109, 110  
111, 112, 113, 115, 116  
124, 125, 126, 127, 128  
129, 130, 131, 132, 133  
134, 135, 137, 138, 139  
140, 141, 142, 143, 144  
145, 146, 147, 148, 149  
150, 151, 152, 153, 154  
155, 156, 157, 158, 159  
160, 161, 162, 163, 164  
165, 166, 167, 168, 169  
170, 171, 172, 173, 174

STATE OF VIRGINIA }  
CITY OF ROANOKE } to-wit:

The foregoing instrument was acknowledged before me this  
1st day of August, 1989, by Garland H. Overfelt,  
President of Park Ridge Property Owners Association, Inc., a  
Virginia Corporation.

Dreama L. Leslie  
Notary Public

My Commission Expires:

9/18/92

VIRGINIA: in the Clerk's Office of the Circuit Court of Floyd County  
August 2, 1989 at 4:36 P. M.  
This instrument received in office, and, with certificate thereto attached  
admitted to record. The tax imposed by Section 58.1-802 of the code in  
the amount of \$            has been paid.

Teste: MARGARET H. HARMAN, Clerk

Ronda L. Vaughn D.C.

010002278

①

AMENDMENTS TO DECLARATION OF COVENANTS, CONDITIONS, AND  
RESTRICTIONS OF PARK RIDGE CENTRAL

THIS AMENDMENT dated April 25, 1999, of the Amended Declaration  
of Covenants, Conditions, and Restrictions of Park Ridge Central.

WITNESSTH:

WHEREAS, the aforesaid Amended Declaration of Park Ridge Central  
subdivision dated January 11, 1978, and recorded in the Clerk's Office of the Circuit  
Court of Floyd County, Virginia, in Deed Book 124 at page 533, provided in Section 3,  
Amendment, of Article VIII, General Provisions, that said Declaration may be amended  
by instrument signed by not less than seventy-five percent (75%) of the lot owners, and  
which instrument must be recorded in the Clerk's Office of the Circuit Court of Floyd  
County, Virginia; and

WHEREAS, seventy-five percent (75%) or more of the said lot owners  
wish to make the following amendments to said Declaration as witnessed and agreed in  
accordance with their signatures affixed to this amendment.

THEREFORE, for valuable consideration, receipt of which is  
acknowledged, the following owners, being seventy-five percent (75%) or more of the  
owners of lots in Park Ridge Central, do make and declare the following amendments to  
the Amended Declaration of Covenants, Conditions, and Restrictions of Park Ridge  
Central dated January 11, 1978, and recorded in the aforesaid Clerk's Office in Deed  
Book 124 at page 533.

- (1) Addition to Section 4, under Article I, Definitions, "Owner" ~~to~~  
include: In the event that any lot is owned by more than two

PG0005 SEP 14 5

7-17-01 new version.  
State Profit

PG0006 SEP 14 20

individuals then an additional assessment for maintenance for a lot shall be owed by each owner over the number of two owners for a lot. In the event that ownership shall exist as result of a death of a recent owner, then the heirs or devisees or trust beneficiaries shall have two years from the date of death of the previous owner to reduce the lot ownership to two individuals, and during that two-year period, the additional owners will not be liable for the additional assessments. In the event that the ownership is not so reduced, then the additional assessments will come into effect for the year during which the two-year period expires.

- (2) Addition of Section 24 under Article V, Use Restrictions: The speed limit on any road in the development is 15 m.p.h. at all times.
- (3) Addition of Section 25 under Article V, Use Restrictions: All motorized vehicles, mopeds, and ATV's must be operated with lights on between the time of thirty (30) minutes before beginning evening nautical twilight and thirty (30) minutes after beginning morning nautical twilight.
- (4) Addition of Section 26 under Article V, Use Restrictions: That no pets or any domestic animals are allowed to be within or upon any common area of the development, unless the said pet or other domestic animal is under the control of the owner or the owner's immediate family member. Owners are responsible for cleaning



PG0007 SEP 14 20

up after the animals, if said animals are at any time in any common area of the development. No pets or other domestic animals are allowed at any time in the pool area or the clubhouse. In the event that any part or thing in any common area is destroyed or damaged by a pet or other domestic animal owned by an owner, owner's guest, or family member, then the association may, at its option, repair the damage or replace the destroyed property and the actual cost thereof shall become a special assessment against the lot or lots of the owner and shall become a lien upon said property. Guide dogs or "seeing eye dogs" for handicapped owners, guests, or immediate family members, who maintain control of said animal, shall be allowed within the common areas, the pool area, and the clubhouse.

- (5) Addition under Article VI, Easements, of the blanket easement for common areas.
- (6) Addition of "Section 5. Complaints" under Article VII, General Provisions: All complaints which any property owner within the development may have concerning the actions, activities or inaction of any other property owner, guest thereof, or family member, must be made in writing to the Board of Directors for any complaint to be acted upon by the Board of Directors.

These amendments to the covenants, conditions, and restrictions of Park Ridge Central, shall run with the land and shall have the same force and effect as the original declarations.

All other provisions of said Declarations not amended herein shall remain in full force and effect.

WITNESS the following signatures of seventy-five percent (75%) or more of the lot owners of the Park Ridge Central Subdivision.

Lot Owners:

Larry Robinson  
Deborah Robinson  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Lots

140 + 141 PRC

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Acknowledged and signed before me by  
Larry Robinson and Deborah Robinson

Floyd G.)

April 25, 1999

My commission expires Nov. 30, 2003 Nancy Halliday

2000 SEP 14 2

PG0036 SEP 14 2

VIRGINIA: In the Clerk's Office of the Circuit Court of Floyd County  
September 13, 2001, at 2:42, P M  
This instrument received in office, and, with certificate thereto attached  
admitted to record. The tax imposed by Section 58.1-802 of the code in  
the amount of \$ \_\_\_\_\_ has been paid.  
Teste: WENDELL G. PETERS Clerk  
James M. Lusher D.O.



20-20

VIRGINIA: In the Clerk's Office of the Circuit Court of Floyd County  
June 20, 1977, at 9:05 A.M.  
This Deed received in office, and, with certificate thereto attached,  
admitted to record, the tax imposed by Section 58-54.1 of the code in  
the amount of \$ has been paid.

Test: MARGARET H. HARMAN, Clerk  
*Dorab J. Howell* D.A.

RECORDED IN
Deed Book 120
Page 281

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF PARK RIDGE FOREST

THIS DECLARATION, made on the date hereinafter set forth  
by PARKWAY DEVELOPMENT CORPORATION, hereinafter referred to as  
"Parkway".

W I T N E S S E T H :

WHEREAS, PARKWAY is the owner of a certain parcel  
described as follows:

Park Ridge Forest as recorded in the Circuit  
Court for the County of Floyd, in the State  
of Virginia, in Plat Book 4, page 139, a plat  
of which has been prepared by O. F. Lacy.

NOW THEREFORE, PARKWAY hereby declares that all of the  
properties described above shall be held, sold and conveyed  
subject to the following easements, restrictions, covenants, and  
conditions which are for the purpose of protecting the value and  
desirability of, and which shall run with, the real property and  
be binding on all parties having any right, title or interest in  
the described properties or any part thereof, their heirs,  
successors and assigns, and shall inure to the benefit of each  
owner thereof.

ARTICLE I  
DEFINITIONS

Section 1. "Association" shall mean and refer to  
PARK RIDGE FOREST MAINTENANCE ASSOCIATION, INC., its successors  
and assigns.

Section 2. "Street" shall mean and refer to the private  
street dedicated for the use of the owners within the subdivision  
as defined by the Plat of record.

Section 3. "Subdivision" shall refer to all of the  
property within the perimeters of the legal description contained  
above.

Section 4. "Owner" shall mean and refer to the record  
owner, whether one or more persons or entities, of a fee simple  
title to any lot which shall be a part of the subdivision,  
including contract sellers, but excluding those having such  
interest merely as security for the performance of an obligation.

Section 5. "Common Area" shall mean all real property  
owned by the Association for the common use and enjoyment of the  
owners, and which shall be maintained by the Association,  
including streets and alleys.

Section 6. "Lot", "Tract" or "Building Site" shall  
mean and refer to any numbered Lot, Tract or Building Site as  
conveyed by PARK RIDGE pursuant to a metes and bounds description  
and lot number. The terms "Lot", "Tract" or "Building Site" shall  
be interchangeable.

Mailed 8-29-77 Parkway Development Corp.  
P.O. Box 38301 Leesville, SC 29563

ARTICLE II  
PROPERTY RIGHTS

Section 1. Every Owner shall have a right and easement of enjoyment to and access to the Streets and other Common Areas within the Subdivision which rights shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to dedicate or transfer all or any part of the Street to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Association; and,

(b) the right of individual Owners to the exclusive use thereof subject to reasonable rules and regulations which may be promulgated by the Association.

ARTICLE III  
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Each Lot sold by PARKWAY shall be subject to annual assessments or charges and special assessments for capital improvements. Each Owner of any Lot acquiring a deed from PARK RIDGE by acceptance of such deed, whether or not it shall so be expressed in such deed, is deemed to covenant and agree to pay such assessments. The assessments are payable to the Association and those annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. This lien for assessments shall not have priority over any lien given to secure purchase money or improvements but in the event of foreclosure of any lien for purchase money or improvements, such foreclosure shall not cut off the lien hereby granted to secure the assessments herein provided for.

Section 2. The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents of the Subdivision and their homes situated in the Subdivision.

Section 3. Until January 1, 1979, the maximum annual assessment permitted shall be Seventy-Two (\$72.00) Dollars per Lot.

(a) From and after January 1, 1979, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership. This increase of the maximum assessment may be made even though the assessment for the previous year was not the maximum permitted.

(b) The Board of Directors of the Association shall fix the annual assessment at an amount not in excess of the maximum.

Section 4. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement owned by the Association, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.



Section 5. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly or annual basis.

Section 6. The annual assessments provided for herein shall commence as to each Lot on the day it is sold by Parkway. The Board of Directors shall fix the amount of the annual assessment against each Lot, and written notice of such assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid.

Section 7. ~~Any assessment not paid within thirty (30) days of the due date shall bear interest from the due date at the rate of ten percent (10%) per annum.~~ The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. Each such Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including judicial foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien on real property, and such Owner hereby expressly grants to the Association a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other Lot owners. The Association acting on behalf of the Lot Owners shall have the power to bid in an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his Lot.

Section 8. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage given for purchase money or improvements. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to any payments which became due prior to such sale or transfer, but no sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof and the enforcement of such lien through the provisions of the preceding section.

#### ARTICLE IV ARCHITECTURAL CONTROL

Section 1. No building, fence, wall, or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or changes or alterations therein be made until the plans and specifications showing the nature, kind, shape, height, color, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board of the Association. The initial architectural committee shall be composed of Donald A. Williams

Darlyn Foster Stand, and

Betty C. Gagnon. In the event such

Board or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 2. The architectural control committee shall have absolute control over the minimum building lines and the side setback lines for each Lot within the Subdivision.

#### ARTICLE V USE RESTRICTIONS

Section 1. No lot shall be used for any purposes except "residential" purposes, except Parkway may maintain a sales office on any lot. The term residential purposes as used herein shall be held and construed to exclude commercial and professional uses, and to exclude hospitals, duplex-houses and apartment houses; any

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such uses of this property are hereby expressly prohibited.

Section 2. No obnoxious or offensive activity shall be permitted upon any building site, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Section 3. No structure of a temporary character, trailer, camper, mobile home, or tent, shack, garage, or other outbuilding shall be used on any lot or parking space at any time as a residence, either temporarily or permanently nor may they be parked or placed on the Street or Streets in the Subdivision.

Section 4. No signs of any kind shall be displayed to the public view on any building site unless and until such sign shall have been approved by the Architectural Control Committee.

Section 5. All homes within the Subdivision shall have sewerage systems by means of a sanitary septic system of approved type and design as then in effect in Floyd County, Virginia.

Section 6. No swine or cattle of any kind shall be raised, bred or kept on any building site. No pets or livestock are to be kept or maintained for any commercial purposes. No pets or livestock of any kind shall be staked or pastured on any vacant building site in the subdivision or on the common property.

Section 7. No building site shall be used as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers at locations which shall have been approved by the Association. Trash and trash containers shall not be set out by Owner until the morning of collection and shall be returned to the interior of each residence by evening. No incinerators shall be employed except as may be permitted by the Association.

Section 8. No privy, cesspool, septic tank or disposal plant shall be erected or maintained on any building site, unless written permission is first obtained from the Architectural Control Commission.

Section 9. No disabled automobiles, no tires, hoists, automotive parts or non-functioning mechanical equipment of any sort shall be kept or stored outside any residence. Any such automobile or equipment shall be towed off or otherwise removed by the Association at the Owner's expense.

Section 10. There shall be no obstruction of the Common Area. Nothing shall be stored in the Common Area without the prior written consent of the Board of Directors.

Section 11. No residence shall be built having a total square feet of 1,000 square feet.

ARTICLE VI  
EASEMENTS

Section 1. There is hereby created a blanket easement upon, across, over and under all of the Subdivision for ingress, egress, installation, replacing, repairing and maintaining all utilities, including, but not limited to telephones and electricity. By virtue of this easement, it shall be expressly permissible for the providing electrical and/or telephone company to erect and maintain the necessary poles and other necessary equipment on said property and to affix and maintain electrical and/or telephone wires, circuits and conduits on, above, across and under the roofs and exterior walls of said residences. An easement is further granted to all police, fire protection, ambulance, garbage and trash collection pick-up vehicles and all similar persons to enter upon the Common Area in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, and employees to enter in or to cross over the Common Area and any Lot to perform the duties of maintenance and repair of the residences or Common area provided for herein. Notwithstanding anything to the contrary contained in this paragraph, no other utilities may be installed or relocated except as initially programmed and approved by Parkway or thereafter approved by Parkway or the Association's Board of Directors. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Parkway shall have the right to grant such easement of said Property without conflicting with the terms hereof. The easements provided for in this Article shall in no way affect any other recorded easement on said premises.

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ARTICLE VII  
GENERAL PROVISIONS

Section 1. Enforcement. The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens or charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Savorability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded in the Deed Records of Floyd County, Virginia.

IN WITNESS WHEREOF, the undersigned, being Parkway herein, has hereunto set its hand and seal this 20th day of June, 1977.

PARKWAY DEVELOPMENT CORPORATION  
Owners of 75% of the recorded lots

By Darlene Foster Stead, Pres.

STATE OF VIRGINIA,

County OF Floyd, TO-WIT:

BEFORE ME, the undersigned authority, on this day personally appeared DARLENE FOSTER STEAD, Pres. known to me to be the person whose name is subscribed to the foregoing instrument as President of PARKWAY DEVELOPMENT CORPORATION, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 20th day of June, 1977.  
My commission expires:

Danah J. Howell  
Notary Public  
Deputy clerk, Circuit Court  
of Floyd County, Va.

VIRGINIA: In the Clerk's Office of the Circuit Court of Floyd County  
June 20, 1977, at 4:15 P.M.  
This Deed received in office, and, with certificate thereto attached, admitted to record. The tax imposed by Section 58-54.1 of the code in the amount of \$\_\_\_\_\_ has been paid.

Teste: MARGARET H. HARMAN, Clerk

Danah J. Howell D.C.



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STATE of VIRGINIA

COUNTY of FLOYD

I, Betty S. Nester, a Notary Public in and for the said  
county, in the state aforesaid, whose commission  
expires the 1st day of March, 1978, do certify that  
Jack R. Walnes and Kim U. Walnes, his wife  
whose name(s) are signed to the foregoing writing, bearing date the 16th day of  
September, 1977, has acknowledged the same before me in my  
county and state aforesaid.

GIVEN under my hand and seal this 16th day of September, 1977



Betty S. Nester  
Notary Public

VIRGINIA: In the Clerk's Office of the Circuit Court of Floyd County  
September 16, 1977, at 11:18 A.M.  
This Deed received in office, and, with certificate thereto attached,  
admitted to record. The tax imposed by Section 58-54.1 of the code in  
the amount of \$            has been paid.

Teste: MARGARET H. HARMAN, Clerk

Margaret H. Harman D. O.

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF PARK RIDGE WEST

THIS DECLARATION, made on the date hereinafter set forth  
by WILLIAMS DEVELOPMENT COMPANY, hereinafter referred to as  
"Williams",

W I T N E S S E T H :

WHEREAS, WILLIAMS is the owner of a certain parcel  
described as follows:

Park Ridge West, as recorded in the Circuit  
Court for the County of Floyd, in the State  
of Virginia, in Plat Book 4, page 154, a plat  
of which has been prepared by C. E. Lacy.

NOW THEREFORE, WILLIAMS hereby declares that all of the  
properties described above shall be held, sold and conveyed  
subject to the following easements, restrictions, covenants, and  
conditions which are for the purpose of protecting the value and  
desirability of, and which shall run with, the real property and  
be binding on all parties having any right, title or interest in  
the described properties or any part thereof, their heirs,  
successors and assigns, and shall inure to the benefit of each  
owner thereof.

ARTICLE I  
DEFINITIONS

Section 1. "Association" shall mean and refer to  
PARK RIDGE WEST MAINTENANCE ASSOCIATION, INC., its successors and  
assigns.

Section 2. "Street" shall mean and refer to the private street dedicated for the use of the owners within the subdivision as defined by the Plat of record.

Section 3. "Subdivision" shall refer to all of the property within the perimeters of the legal description contained above.

Section 4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which shall be a part of the Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 5. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners, and which shall be maintained by the Association, including streets and alleys.

Section 6. "Lot", "Tract" or "Building Site" shall mean and refer to any numbered Lot, Tract or Building Site as conveyed by PARK RIDGE WEST pursuant to a metes and bounds description and lot number. The terms "Lot", "Tract" or "Building Site" shall be interchangeable.

#### ARTICLE II PROPERTY RIGHTS

Section 1. Every Owner shall have a right and easement of enjoyment to and access to the Streets and other Common Areas within the Subdivision which rights shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to dedicate or transfer all or any part of the Street to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Association; and,
- (b) the right of individual Owners to the exclusive use thereof subject to reasonable rules and regulations which may be promulgated by the Association.

#### ARTICLE III COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Each Lot sold by PARKWAY shall be subject to annual assessments or charges and special assessments for capital improvements. Each Owner of any Lot acquiring a deed from PARK RIDGE by acceptance of such deed, whether or not it shall so be expressed in such deed, is deemed to covenant and agree to pay such assessments. The assessments are payable to the Association and these annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. This lien for assessments shall not have priority over any lien given to secure purchase money or improvements but in the event of foreclosure of any lien for purchase money or improvements, such foreclosure shall not cut off the lien hereby granted to secure the assessments herein provided for.

Section 2. The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents of the Subdivision and their homes situated in the Subdivision.

Section 3. Until January 1, 1979, the maximum annual assessment permitted shall be Seventy-Two (\$72.00) Dollars per Lot.

- (a) From and after January 1, 1979, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum



assessment for the previous year without a vote of the membership. This increase of the maximum assessment may be made even though the assessment for the previous year was not the maximum permitted.

(b) The Board of Directors of the Association shall fix the annual assessment at an amount not in excess of the maximum.

Section 4. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement owned by the Association, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly or annual basis.

Section 6. The annual assessments provided for herein shall commence as to each Lot on the day it is sold by Parkway. The Board of Directors shall fix the amount of the annual assessment against each Lot, and written notice of such assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid.

Section 7. Any assessment not paid within thirty (30) days of the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. Each such Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including judicial foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien on real property, and such Owner hereby expressly grants to the Association a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other Lot owners. The Association acting on behalf of the Lot Owners shall have the power to bid in an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his Lot.

Section 8. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage given for purchase money or improvements. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to any payments which became due prior to such sale or transfer, but no sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof and the enforcement of such lien through the provisions of the preceding section.

#### ARTICLE IV ARCHITECTURAL CONTROL

Section 1. No building, fence, wall, antenna, or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or changes or alterations therein be made until the plans and specifications showing the nature, kind, shape, height, color, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board of the Association. The initial architectural committee shall be composed of Lewis Allen

Edward W. Lautenschlager, and  
L. Richard Padgett Jr. In the event such



Board or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 2. The architectural control committee shall have absolute control over the minimum building lines and the side setback lines for each Lot within the Subdivision.

#### ARTICLE V USE RESTRICTIONS

Section 1. No lot shall be used for any purposes except "residential" purposes, except Parkway may maintain a sales office on any lot. The term residential purposes as used herein shall be held and construed to exclude commercial and professional uses, and to exclude hospitals, duplex-houses and apartment houses; any such uses of this property are hereby expressly prohibited.

Section 2. No obnoxious or offensive activity shall be permitted upon any building site, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Section 3. No structure of a temporary character, trailer, camper, mobile home, or tent, shack, garage, or other outbuilding shall be used on any lot or parking space at any time as a residence, either temporarily or permanently nor may they be parked or place on the Street or Streets in the Subdivision.

Section 4. No signs of any kind shall be displayed to the public view on any building site unless and until such sign shall have been approved by the Architectural Control Committee.

Section 5. All homes within the Subdivision shall have sewerage systems by means of a sanitary septic system of approved type and design as then in effect in Floyd County, Virginia.

Section 6. No swine or cattle of any kind shall be raised, bred or kept on any building site. No pets or livestock are to be kept or maintained for any commercial purposes. No pets or livestock of any kind shall be staked or pastured on any vacant building site in the subdivision or on the common property.

Section 7. No building site shall be used as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers at locations which shall have been approved by the Association. Trash and trash containers shall not be set out by Owner until the morning of collection and shall be returned to the interior of each residence by evening. No incinerators shall be employed except as may be permitted by the Association.

Section 8. No privy, cesspool, septic tank or disposal plant shall be erected or maintained on any building site, unless written permission is first obtained from the Architectural Control Commission.

Section 9. No disabled automobiles, no tires, hoists, automotive parts or non-functioning mechanical equipment of any sort shall be kept or stored outside any residence. Any such automobile or equipment shall be towed off or otherwise removed by the Association at the Owner's expense.

Section 10. There shall be no obstruction of the Common Area. Nothing shall be stored in the Common Area without the prior written consent of the Board of Directors.

Section 11. No residence shall be built having a total square feet of 1,000 square feet.

#### ARTICLE VI EASEMENTS

Section 1. There is hereby created a blanket easement upon, across, over and under all of the Subdivision for ingress, egress, installation, replacing, repairing and maintaining all utilities, including, but not limited to telephones and electricity. By virtue of this easement, it shall be expressly

permissible for the providing electrical and/or telephone company to erect and maintain the necessary poles and other necessary equipment on said property and to affix and maintain electrical and/or telephone wires, circuits and conduits on, above, across and under the roofs and exterior walls of said residences. An easement is further granted to all police, fire protection, ambulance, garbage and trash collection pick-up vehicles and all similar persons to enter upon the Common Area in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, and employees to enter in or to cross over the Common Area and any Lot to perform the duties of maintenance and repair of the residences or Common area provided for herein. Notwithstanding anything to the contrary contained in this paragraph, no other utilities may be installed or relocated except as initially programmed and approved by Parkway or thereafter approved by Parkway or the Association's Board of Directors. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Parkway shall have the right to grant such easement of said Property without conflicting with the terms hereof. The easements provided for in this Article shall in no way affect any other recorded easement on said premises.

#### ARTICLE VII GENERAL PROVISIONS

**Section 1. Enforcement.** The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens or charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**Section 2. Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

**Section 3. Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded in the Deed Records of Floyd County, Virginia.

IN WITNESS WHEREOF, the undersigned, being Parkway herein, has hereunto set its hand and seal this 15th day of September, 1977.

WILLIAMS DEVELOPMENT COMPANY  
Owners of 100% of the recorded lots

By E. W. Lautenschlager

STATE OF VIRGINIA,

CITY OF SALEM, TO-WIT:

BEFORE ME, the undersigned authority, on this day personally appeared E. W. LAUTENSCHLAGER known to me to be the person whose name is subscribed to the foregoing instrument as VICE-PRESIDENT of WILLIAMS DEVELOPMENT COMPANY, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 15th day of SEPTEMBER, 1977.  
My commission expires: 5-3-80

Lita W. Miller  
Notary Public



VIRGINIA: In the Clerk's Office of the Circuit Court of Floyd County  
September 16, 1977, at 11:45 A.M.  
 This deed received in office, and, with certificate thereto attached,  
 admitted to record. The tax imposed by Section 58-54.1 of the code in  
 the amount of \$ \_\_\_\_\_ has been paid.

Teste: MARGARET H. HARMAN, Clerk

Daniel J. Howell aa

WARREN G. LINEBERRY, Special  
 Commissioners, et als

TO: DEED

RICHARD L. GRAY, et ux

THIS DEED, made and entered into this 6th day of  
 September, 1977, by and between WARREN G. LINEBERRY, Special  
 Commissioner, and RICHARD L. GRAY and LENA T. GRAY, his wife,  
 parties of the first part hereinafter styled Grantors, and  
 RICHARD L. GRAY and LENA T. GRAY, husband and wife, parties of  
 the second part hereinafter styled Grantees;

W I T N E S S E T H:

THAT, WHEREAS, it was decreed by the Circuit Court of  
 Floyd County, Virginia, in a certain cause pending on the chancery  
 side of said court under the style of Harless Reece, et als, vs.  
 Preston Quesenberry, et als, that the said Warren G. Lineberry,  
 who was thereby appointed Special Commissioner for the purpose  
 should sell the property which is the subject of the aforesaid  
 cause at public auction, for cash, subject to confirmation of the  
 court, after having first advertised same for a period of not  
 less than two weeks by handbills posted at 5 or more public  
 places in Floyd County and by such other advertising as said  
 Commissioner might deem necessary and advisable; and

WHEREAS, the said Warren G. Lineberry, Special  
 Commissioner as aforesaid, in pursuance of said decretal order  
 did on the 13th day of August, 1977 offer for sale at public  
 auction the tract or parcel of land involved in the aforesaid  
 cause, said Special Commissioner having in pursuance of said  
 decretal order executed a bond in the penalty affixed by court

*Del. Hunter 11-25-77*



Copied

8-17-65

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF PARK RIDGE EAST

THIS DECLARATION, made on the date hereinafter set forth by BLUE RIDGE DEVELOPMENT COMPANY, INC., hereinafter referred to as "Blue Ridge,"

W I T N E S S E T H :

WHEREAS, Blue Ridge is the owner of a certain parcel described as follows:  
Park Ridge East, as recorded in the Circuit Court  
for the County of Floyd, in the State of Virginia,  
in Plat Book , page , a plat of which has  
been prepared by David B. Scott, C. L. S.

NOW, THEREFORE, Blue Ridge hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I  
DEFINITIONS

Section 1. "Association" shall mean and refer to PARK RIDGE EAST MAINTENANCE ASSOCIATION, INC., its successors and assigns.

Section 2. "Street" shall mean and refer to the private street dedicated for the use of the owners within the subdivision as defined by the Plat of record.

Section 3. "Subdivision" shall refer to all of the property within the perimeter of the legal description contained above.

Section 4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which shall be a part of the Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 5. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners, and which shall be maintained by the Association, including streets and alleys.

Section 6. "Lot," "Tract" or "Building Site" shall mean and refer to any numbered Lot, Tract or Building Site as conveyed by PARK RIDGE EAST pursuant to a metes and bounds description and lot number. The terms "Lot," "Tract" or "Building Site" shall be interchangeable. No lot may be used for ingress or egress to any other property without the written permission of Blue Ridge.

ARTICLE II  
PROPERTY RIGHTS

Section 1. Every Owner shall have a right and easement of enjoyment to and access to the Streets and other Common Areas within the Subdivision which rights shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to dedicate or transfer all or any part of the Street to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Association; and,
- (b) the right of individual Owners to the exclusive use thereof subject to reasonable rules and regulations which may be promulgated by the Association.

ARTICLE III  
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Each Lot sold by Blue Ridge shall be subject to annual assessments or charges and special assessments for capital improvements. Each Owner of any Lot acquiring a deed from Blue Ridge by acceptance of such deed, whether or not it shall so be expressed in such deed, is deemed to covenant and agree to pay such assessments. The assessments are payable to the Association and these annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. This lien for assessments shall not have priority over any lien given to secure purchase money or improvements but in the event of foreclosure of any lien for purchase money or improvements, such foreclosure shall not cut off the lien hereby granted to secure the assessments herein provided for.

Section 2. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents of the Subdivision and their homes situated in the Subdivision.

Section 3. Until January 1, 1979, the maximum annual assessment permitted shall be Seventy-Two (\$72.00) Dollars per Lot.

(a) From and after January 1, 1979, the maximum annual assessment may be increased each year not more than ten per cent (10%) above the maximum assessment for the previous year without a vote of the membership. This increase of the maximum assessment may be made even though the assessment for the previous year was not the maximum permitted.

(b) The Board of Directors of the Association shall fix the annual assessment at an amount not in excess of the maximum.

Section 4. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement owned by the Association, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly or annual basis.

Section 6. The annual assessments provided for herein shall commence as to each Lot on the day it is sold by Blue Ridge. The Board of Directors shall fix the amount of the annual assessment against each Lot, and written notice of such assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid.

Section 7. Any assessment not paid within thirty (30) days of the due date shall bear interest from the due date at the rate of ten per cent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. Each such Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including judicial foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien on real property, and such Owner hereby expressly grants to the Association a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other Lot owners. The Association acting on behalf of the Lot Owners shall have the power to bid in an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his Lot.

Section 8. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage given for purchase money or improvements. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to any payments which became due prior to such sale or transfer, but no sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof and the enforcement of such lien through the provisions of the preceding section.

#### ARTICLE IV

##### ARCHITECTURAL CONTROL

Section 1. No building, fence, wall, antenna, or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or changes or alterations therein be made until the plans and specifications showing the nature, kind, shape, height, color, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board of the Association. The initial architectural committee shall be composed of Thomas H. Beasley, III, Nicholas H. Beasley and Donald A. Williams. In the event such Board or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.



Section 2. The architectural control committee shall have absolute control over the minimum building lines and the side setback lines for each Lot within the Subdivision.

ARTICLE V  
USE RESTRICTIONS

Section 1. No lot shall be used for any purposes except "residential" purposes, except Blue Ridge may maintain a sales office on any lot. The term residential purposes as used herein shall be held and construed to exclude commercial and professional uses, and to exclude hospitals, duplex-houses and apartment houses; any such uses of this property are hereby expressly prohibited.

Section 2. No obnoxious or offensive activity shall be permitted upon any building site, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Section 3. No structure of a temporary character, trailer, camper, mobile home or tent, shack, garage or other outbuilding shall be used on any lot or parking space at any time as a residence, either temporarily or permanently, nor may they be parked or placed on the Street or Streets in the Subdivision.

Section 4. No signs of any kind shall be displayed to the public view on any building site unless and until such sign shall have been approved by the Architectural Control Committee.

Section 5. All homes within the Subdivision shall have sewerage systems by means of a sanitary septic system of approved type and design as then in effect in Floyd County, Virginia.

Section 6. No swine or cattle of any kind shall be raised, bred or kept on any building site. No pets or livestock are to be kept or maintained for any commercial purposes. No pets or livestock of any kind shall be staked or pastured on any vacant building site in the subdivision or on the common property.

Section 7. No building site shall be used as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers at locations which shall have been approved by the Association. Trash and trash containers shall not be set out by Owner until the morning of collection and shall be returned to the interior of each residence by evening. No incinerators shall be employed except as may be permitted by the Association.

Section 8. No privy, cesspool, septic tank or disposal plant shall be erected or maintained on any building site, unless written permission is first obtained from the Architectural Control Committee.

Section 9. No disabled automobiles, no tires, hoists, automotive parts or non-functioning mechanical equipment of any sort shall be kept or stored outside any residence. Any such automobile or equipment shall be towed off or otherwise removed by the Association at the Owner's expense.

Section 10. There shall be no obstruction of the Common Area. Nothing shall be stored in the Common Area without the prior written consent of the Board of Directors.

Section 11. No residence shall be built having a total square footage of less than 1,000 square feet.

Section 12. No wells shall be dug or drilled without the express written approval of the Architectural Control Committee. At such time as public water is made available to the individual lots, the owners shall pay a tap-on fee of \$250.00, which sum shall be a lien upon the lot if not paid within ninety (90) days from the date of the first written notice.

ARTICLE VI  
EASEMENTS

Section 1. There is hereby created a blanket easement upon, across, over and under all of the Subdivision for ingress, egress, installation, replacing, repairing and maintaining all utilities, including, but not limited to, telephones, water and electricity. By virtue of this easement, it shall be expressly permissible for the providing electrical, water and/or telephone company to erect and maintain the necessary poles and other necessary equipment on said property and to affix and maintain electrical and/or telephone wires, circuits and conduits on, above, across and under the roofs and exterior walls of said residences. An easement is further granted to all police, fire protection, ambulance, garbage and trash collection pick-up vehicles and all similar persons to enter upon the Common Area in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents and employees to enter in or to cross over the Common Area and any Lot to perform the duties of maintenance and repair of the residences or Common Area provided for herein. Notwithstanding anything to the contrary contained in this paragraph, no other utilities may be installed or relocated except as initially programmed and approved by Blue Ridge or thereafter approved by Blue Ridge of the Association's Board of Directors. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate

LAW OFFICES  
WILLIAMS, PADGETT  
AND  
LAUTENSCHLAGER  
SALEM, VIRGINIA



recordable document, Blue Ridge shall have the right to grant such easement of said Property without conflicting with the terms hereof. The easements provided for in this Article shall in no way affect any other recorded easement on said premises.

ARTICLE VII  
GENERAL PROVISIONS

Section 1. Enforcement. The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens or charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than seventy-five per cent (75%) of the Lot Owners. Any amendment must be recorded in the Deed Records of Floyd County, Virginia.

IN WITNESS WHEREOF, the undersigned, being Blue Ridge herein, has hereunto set its hand and seal this 16th day of December, 1977.

BLUE RIDGE DEVELOPMENT COMPANY, INC.  
Owner of 100% of the Recorded Lots

By: Nicholas H. Beasley (SEAL)  
(Title)

STATE OF VIRGINIA  
CITY OF SALEM, to-wit:

BEFORE ME, the undersigned authority, on this day personally appeared NICHOLAS H. BEASLEY, known to me to be the person whose name is subscribed to the foregoing instrument as PRESIDENT of Blue Ridge Development Company, Inc., and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN under my hand and seal of office, this 16th day of December, 1977.

My Commission expires: MAY 3 1980  
Rita W. Ogalla  
Notary Public

VIRGINIA: In the Clerk's Office of the Circuit Court of Floyd County  
December 20, 1977, at 9:51 P.M.  
This Deed received in office, and, with certificate thereto attached,  
admitted to record. The tax imposed by Section 58-54.1 of the code in  
the amount of \$..... has been paid.

Teste: MARGARET H. HARMAN, Clerk  
Margaret H. Harman D. C.

**Park Ridge Development**

PRD Policy Resolution 2014-NN

Resolution of Association General Complaints for Approval April 27, 2014

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# **General Complaint Procedure**

## **Initial Action to Secure Compliance**

If any Member believes that a violation of the covenants, By-laws or Rules & Regulations (further referred to as "Regulations") exists, such Member shall first informally request that the Member causing or allowing such alleged violations to occur, cease or correct any act or omission which appears to be in violation of the Regulations. Such informal request shall be made before the formal process is initiated and shall be a condition precedent to the initiation of the formal enforcement procedures set forth below. If the informal request does not result in the correction of the act or omission which appears to be in violation of the Regulations, a written complaint setting forth in detail the specifics of the alleged violation, including the underlying facts of the alleged violation, the dates of the alleged violation and the specific provisions of the Regulations that are alleged to have been violated, may be filed with the Board.

## **Preliminary Investigation**

Upon receipt of a written complaint alleging a violation of the Regulations, the Board may request a member of the Board to make a preliminary investigation as to the validity of the complaint and promptly report the findings to the members of the Board. The Board shall receive the report concerning the alleged violation and determine, in the sole and absolute discretion of the Board, the appropriate disposition of the matter. The Board shall, within a reasonable time after making its decision regarding an alleged violation of the Regulations, advise the Member filing the written complaint of the Board's intended course of action concerning such alleged violation.

## **Request for Abatement or Corrective Action by the Board**

In the event that the Board determines that there is reason to believe that a violation of the Regulations has occurred and determines that corrective action is necessary, the Board shall comply with the following procedures:

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### **Written Request**

A written request (the "Notice of Violation") shall be prepared and sent by the Board, or any designated agent of the Association, to the Member alleged to have caused or allowed the occurrence of the violation of the Regulations. The Notice of Violation shall set forth the facts of the alleged violation and the specific provision of the Regulations alleged to have been violated; the action to be ceased or the action required by the Board to be taken to correct the violation; and a time period, not less than 10 days after the mailing of the written request, during which the violation may be abated without sanctions or a statement that any further

violations of the same provision may result in the imposition of sanctions after notice and hearing.

The Notice of Violation shall be mailed to the Member alleged to have caused or allowed the occurrence of the violation of the Regulations at the address on file with the Board, and to the resident of the property, if not the Member.

A copy of the Notice of Violation shall be filed in the Association's records.

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## Failure to Comply with Request

If the Member to whom a Notice of Violation has been sent does not cease and desist from causing or allowing the violation to occur fails to take the actions requested by the Board to cure the alleged violation, then the Board shall, if the Board determines that further action is necessary, comply with the following procedures in accordance with Article 12, Section 12.1(i), (1,2):

The Board shall serve a notice ("Notice of Hearing") on the Member (the "Respondent") alleged to have caused or allowed the occurrence of the violation set forth in the Notice of Violation. The Notice of Hearing shall advise the Respondent that the Board believes that the Respondent has caused or allowed a violation of the Regulations to occur, as set forth in the Notice of Violation, of the nature of the sanctions that may be imposed on the Respondent by the Board as a result of the alleged violation, that the Board will hold a hearing concerning the alleged violation, that the Respondent has the right to be present at such hearing and may be represented by counsel if the Respondent so desires, that the Respondent shall be entitled to deny the allegations set forth in the Notice of Violation and present such evidence and witnesses to support there, and of the date, time and place for such hearing.

The Notice of Hearing shall be served on the Respondent not less than 14 days prior to the date of the hearing. Service of the Notice of Hearing shall be made by hand delivery or by first class United States certified mail, return receipt requested, to the Respondent at the address or addresses to which notices of meeting of the Association are to be delivered, and, in the case of Respondents who are not residents, to the property address as well. Service by mailing shall be deemed effective 3 days after such mailing in a regular depository of the United States mail, first class postage prepaid. No order adversely affecting the rights of the Respondent may be made in any case unless the Respondent has been served as provided herein.

If the Respondent promptly advises the Board that they cannot, for good cause shown, attend the hearing on the set date and indicates times and dates on which they would be available, the Board shall reset the time and date of hearing and promptly deliver notice of the new hearing date to the Respondent by regular mail.

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## Hearing

The hearing shall be conducted in closed Session by the Board and shall afford the Respondent an opportunity to present a defense against the alleged violation of the Regulations. The following procedure shall apply to the hearing:

Proof of service of the Notice of Hearing shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if the date and manner of delivery is entered by the party who caused service of such notice to be made on the Respondent. Services of Notice of Hearing shall be deemed by the Respondent if the Respondent appears at the meeting for any purpose



other than to contest the proper service of the Notice of Hearing. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. Prior to the hearing, the Respondent may challenge any member of the Board for bias or other good cause shown as to why the member of the Board should not take part in the hearing. Any such challenge shall be made not less than 7 days prior to the hearing. In the event of such a challenge, the Board shall meet prior to the hearing to determine the sufficiency of the challenge. If the Board sustains the challenge, the President may at that time excuse that member from the formal procedure. All decisions of the Board in this regard shall be final. At the commencement of the hearing, the Board shall select a person to service as hearing officer and preside over the hearing. Such hearing officer need not be a Member of the Board. At the beginning of the hearing, the hearing officer shall explain the rules and procedures by which the hearing is to be conducted. The Board may determine the manner in which the hearing will be conducted, so long as the rights set forth in this section are protected. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Generally, any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions.

The Respondent shall have the right to do the following, but may waive any or all of these rights: make an opening statement; introduce evidence, testimony, and witnesses; cross-examine opposing witnesses by directing questions to the hearing officer; rebut evidence and testimony; and make a closing statement.

After the testimony and evidence has been presented to the Board, the Board shall vote upon the matter. Agreement of a majority of those voting shall be required for a decision. The decision shall be made promptly after the hearing. The Board shall prepare written findings of fact within 10 days after the hearing. A copy of the findings and decision shall be mailed by regular mail to the Respondent. A summary of the decision, excluding names of persons involved and addressing only the issue and the Board decision shall be included in the Board Minutes.

Sanctions. The sanctions which may be imposed by the Board include, but are not limited to, assessment of special charges not to exceeds \$10.00 per day for a continuing offense or \$50.00 per single offense. Such special charges, if not promptly paid, shall constitute a lien on the owner's lot and may be subjected to collection as set forth in the Declaration and Bylaws of the Association.

## **Interpretation**

Policy Resolution No. 2014-NN is intended to serve as a protection to Members to ensure that their rights are protected and to serve as a guideline for the Board as it carries out its duties to enforce the Regulations. The Board may determine the specific manner in which the provisions of this Resolution are to be implemented, provided that due process is afforded. Any inadvertent omission or failure to conduct any proceeding in the exact conformity with Resolution No. 2014-NN shall not invalidate the results of such proceeding, so long as a prudent and reasonable attempt has been made to ensure due process according to the general steps set forth in Resolution No. 2014-NN.

## **Delegation to Committee**

The Board may delegate the hearing and decision responsibility hereunder to a committee made up of other Members. Decisions of the committee may be appealed to the Board.

## **Legal Action**

Notwithstanding any provision of Policy Resolution No. 2014-NN, the Association may initiate legal action at any time without following the procedure set forth therein if, in the judgment of the Board, the interest of the Association so require.



## **PARK RIDGE DEVELOPMENT**

### **GENERAL COMPLAINT FORM**

This form is for complaints other than those concerning actions or inactions by the PRD which are allegedly inconsistent with state laws and regulations governing common interest communities (Code of VA 55).

Complaints will be recorded, and all action to resolve the complaint will be logged by the Board of Directors. The complainant will be notified of action on the complaint at least every 60 days until final resolution. Submit this form to the PRD Secretary at [parkridgedevelopment@gmail.com](mailto:parkridgedevelopment@gmail.com)

Name of  
Complainant:\_\_\_\_\_

Address of  
Complainant:\_\_\_\_\_

Date:\_\_\_\_\_

Submitted to:\_\_\_\_\_

Please describe your complaint in detail. Include a description of the situation and any attempts you have already made to resolve it. Also please list the basis of your complaint by including reference to the appropriate PRD documents or, if applicable, County ordinances. (Use the back side if necessary.)

**Park Ridge Development**

PRD Form 2013-11-002 Association Complaint Form

PRD LOG-IN # \_\_\_\_\_ Board for Approval November 18, 2013

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**PRD ASSOCIATION COMPLAINT FORM**

Pursuant to Chapter 29 of Title 55 of the Code of Virginia, the Board of Directors (Board) of the Park Ridge Development (PRD) has established this complaint form for use by persons who wish to file written complaints with the PRD regarding an action, inaction or decision by the governing Board or PRD that is inconsistent with applicable laws and regulations.

Legibly describe the complaint in the area provided below, as well as the requested action or resolution of the issues described in the complaint. Please include references to the specific facts and circumstances at issue and the provisions of Virginia laws and regulations that support the complaint. If there is insufficient space, please attach a separate sheet of paper to this complaint form. Also, attach any supporting documents, correspondence and other materials related to the complaint.

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Sign, date and print your name and address below and submit this completed form to the PRD Secretary at the address listed below.

\_\_\_\_\_  
Printed Name.\_\_\_\_\_  
Signature\_\_\_\_\_  
Date\_\_\_\_\_  
Mailing Address\_\_\_\_\_  
PRD Lot Address\_\_\_\_\_  
Phone Number.\_\_\_\_\_  
Email AddressContact Preference: ☐ Post mail ☐ E-mail**SEND THIS FORM TO:**

Secretary, Park Ridge Development , 171 Park Ridge Lane, Copper Hill, Va 24079

E-mail: [parkridgedevelopment@gmail.com](mailto:parkridgedevelopment@gmail.com)



If, after the Board's consideration and review of the complaint, the Board issues a final decision adverse to the complaint, you have the right to file a notice of final adverse decision with the Common Interest Community Board (CICB) in accordance with the regulations promulgated by the CICB. The notice shall be filed within 30 days of the date of the final adverse decision, shall be in writing on forms provided by the Office of the Common Interest Community Ombudsman (Ombudsman), shall include copies of any supporting documents, correspondence and other materials related to the decision, and shall be accompanied by a \$25 filing fee. The Ombudsman may be contacted at:

Office of the Common Interest Community Ombudsman  
Department of Professional and Occupational Regulation  
9960 Maryland Drive, Suite 400  
Richmond, VA 23233  
Phone 804/367-2941  
[CICOmbudsman@dpor.virginia.gov](mailto:CICOmbudsman@dpor.virginia.gov)

## **Park Ridge Development**

PRD Policy 2013-01

Resolution of Association Complaints for Approval November 18, 2013

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1. **Purpose**-To establish policies and procedure for resolution of certain complaints from members of Park Ridge Development (PRD) or other citizens (the “complainant”) pursuant to Section 55-530(E) of the Code of Virginia.

2. **Scope** - This policy applies specifically to all complaints concerning actions or inactions by the PRD which are allegedly inconsistent with state laws and regulations governing common interest communities. Other type complaints made to the PRD Board are not covered by this policy and should be submitted by PRD General Complaint Form.

3. **Definitions**-Unless other wise defined, the words, terms and phrases used in this policy document shall have the same meanings as defined in the Virginia Administrative Code, Common Interest Community Board regulations (hereafter referred to as “CICB regulations”).

### **4. Applicable References**

4.1. PRD Website- [www.parkridgedevelopment.org](http://www.parkridgedevelopment.org)

4.2. Virginia Common Interest Community Board regulations, Sec. 55-530 (E), Code of Virginia

4.3. PRD Procedure 2013-11-001, Procedure for Resolution of Association Complaints

4.4. PRD Form 2013-11-002, Association Complaint

4.5. PRD Form 2013-11-003, Complaint Log

4.6. PRD Form 2013-11-004, Complaint Receipt/Return

4.7. PRD Form 2013-11-005, Notice of Board Decision

### **5. Policies**

5.1 If a member of the PRD, a resident, or other individual alleges that an action, inaction or decision by the PRD, the Board of Directors (Board), or its agent is inconsistent with state laws or regulations governing common interest communities, then the complainant must submit a formal written complaint to the Board using the approved PRD Form 2013-11-002, Association Complaint and to initiate these formal procedures.

5.2. PRD Form 2013-11-002, Association Complaint, is available on the PRD website. That form must be used to initiate the formal complaint response process. Instructions for proper preparation and the submission procedure to the Board are on the form.

5.3 If the complainant does not wish to trigger these formal procedures, then the questions, concerns or issues should be brought before the Board at a scheduled Board meeting. The Board will then determine the appropriate response.

5.4 Pursuant to CICB regulations, the PRD Board of Directors considers 90 days from the date of receipt of a properly written formal complaint to be a reasonable time frame for review, consideration and final determination of a complaint.

5.5 The formal complaint procedure and response process is described in PRD Procedure 2013-11-001 which is available on the PRD website.



5.6 The complainant shall receive written or electronic notification of the PRD Board's decision within 10 business days of the decision.

5.7 The PRD Board will not consider internal appeals to its final decision.

Pursuant to CICB regulations, complainants have the right to file a notice of final adverse decision with the CICB as described in PRD Procedure 2013-11-001 and PRD Form 2013-11-002.

5.8 A log and record of each complaint shall be maintained by the Board Secretary for no less than five years after a decision is rendered.

## **Park Ridge Development**

## **PRD Procedure 2013-11-001**

Date November 18, 2013

Procedure for Resolution of Written Association Complaints for Approval Nov. 18, 2013

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1. **Purpose**-To establish the procedure the Park Ridge Development (PRD) Board will follow to implement Complaint Policy 2013-01 concerning resolution of certain formal association complaints.
2. **Scope**-This procedure only applies to the processing of written complaints addressed by Complaint Policy 2013-01.
3. **Definitions**-Unless other wise defined, the words, terms and phrases used in this policy document shall have the same meanings as defined in the Virginia Common Interest Community Board regulations in Section 55-530(E), Code of Virginia (referred to hereafter as "CICB regulations").
4. **Applicable References**
  1. Park Ridge Development Website- [www.parkridgedevelopment.org](http://www.parkridgedevelopment.org)
  2. Virginia Common Interest Community Board regulations in Section 55-530(E),
  3. Code of Virginia.
  4. Title 18, Virginia Administrative Code, Agency 48, Chp. 70, Sec. 50
  5. PRD Policy 2013-01, Resolution of Association Complaints
  6. PRD Form 2013-11-001, Complaint Procedure
  7. PRD Form 2013-11-002, Association Complaint Form
  8. PRD Form 2013-11-003, Complaint Log
  9. PRD Form 2013-11-004, Complaint Receipt/Return
  10. PRD Form 2013-11-005, Notice of Board Decision
5. **Responsibilities**
  1. The PRD Secretary shall be the PRD Board (Board) representative. Written complaint forms must be submitted to the Secretary who shall assign a number to each form received. The Secretary shall maintain a registration log of all complaints. During a temporary absence of the Secretary, the Board will appoint an acting representative.
  2. Once a completed complaint form has been received, the Secretary shall notify the other members of the Board that it has been received. The Secretary shall then review the written complaint form for completeness and compliance with the form's instructions. The Secretary shall notify the complainant of any deficiencies on the form and return it.
  3. It is the responsibility of complainants to obtain, properly complete a PRD Form 2013-11-002, Association Complaint Form and send or deliver it to the Secretary along with any supporting documents or other related materials. If a deficiency or error is found by the Secretary, it is the responsibility of complainants to retrieve the complaint form, correct any deficiencies noted, and to re-submit the complaint form.
  4. The Secretary shall keep the Board apprised of the status of complaints and notify the complainant in writing of the Board's final determination.
6. **Procedure**

1. A PRD Form 2013-11-002 may be obtained from the PRD website, or from the Secretary.
2. A complainant must follow the directions on the form for properly filling it out. All applicable sections are to be filled out in a legible manner, and supporting documents attached.
3. A completed complaint form may be sent electronically or by post mail to the Secretary listed on the form. Within 7 days of receipt of the complaint form, the Secretary shall provide a dated electronic or post mail acknowledgement of receipt of the complaint.
4. If a submitted complaint form is deemed by the Secretary to be incomplete or improperly completed, the form will be returned along with the dated acknowledgement of receipt indicating the problem(s) identified and the actions required for correction before the complaint can be accepted and forwarded to the Board.
5. The Board will have 90 days to review, consider a complaint and respond. The 90 day period will begin with the date that a correct complaint form is received by the Secretary.
6. At least 14 days prior to the Board meeting at which the complaint will be considered, a complainant will be notified of the date, time and location of the meeting. If the complainant wishes to, but is unable to attend the scheduled meeting, at the discretion of the Board, consideration of the complaint may be postponed to the next scheduled Board meeting.
7. At the Board meeting, the Board will consider the complaint and shall decide what action, if any, will be taken in response to the complaint. The Board shall make a decision on the complaint by a simple majority vote in accordance with PRD governing documents. The Board has the option to go in to executive session to discuss the complaint before voting in open session. The Board's decision at the meeting shall fall into one of two categories:
  1. Insufficient information: The Board feels there is insufficient information to make a final determination on the complaint, or that the Board needs additional time to consider the complaint. In this case, the Board shall postpone a final determination until another meeting is scheduled. The complainant will be notified of the new meeting per Para 6.5 above; or the Board may submit a written request for additional information from the complainant(s), specifying a 30 day timeframe by which the information is due. If the requested information is not received within the required 30 days the Board shall treat the complaint as though it had not been submitted.
  2. Final determination: A final determination is made concerning the complaint. This can be a decision to grant, approve, or implement the action requested in the complaint, or to not do so.
8. The Secretary shall notify a complainant electronically or in writing within 7 days of a final determination by the Board, including PRD Form 2013-11-005.
9. There is no internal PRD appeal process to the Board's final determination. A complainant dissatisfied with the Board's decision has the right to file a "Notice of Final Adverse Decision" with the CICB as described on the PRD Form



2013-11-002. This must be done within 30 days of the being notified of the Boards' decision, and is at the complainant's expense.

#### **7 Administration - Secretary**

10. The Secretary shall number and log in on PRD Form 2013-11-003 each PRD Form 2013-11-002 received. The number shall begin with the year of receipt (e.g. 2015) followed by numbers from 01 to 99, assigned sequentially in the order that they are received (for example #2015 - 03). The complaint form will be reviewed for acceptability (i.e. it has been properly completed and documentation, if any, provided).
11. Acceptable form: If the form is filled out correctly, a written or electronic acknowledgment of receipt (PRD Form 2013-11-004) is then sent to the complainant indicating the date received and whether the form is acceptable. Also that the complaint will be reviewed and considered by the Board within 90 days from receipt. Date of receipt = day 0.
12. Unacceptable form: If the form is incomplete, a written acknowledgment of receipt (PRD Policy Form 2013-11-004) is sent to the complainant indicating the date received. List the specific deficiencies and indicate that the complainant must submit a revised or corrected complaint.
13. Notify the PRD Board that a complaint has been received and its status. Once the form is acceptable, distribute copies of the complaint form and all supporting documents to the Board members for review.
14. Determine the date, time and location of the Board meeting at which the complaint will be reviewed. Notify the complainant of the meeting at least 14 before the meeting. If known, this may be done on the receipt acknowledgement of the complaint form.

#### **8 Administration – PRD Board**

15. The Secretary's report at each Board meeting shall include the number and status of known complaints and any other relevant information. Consideration and review of complaints received by the Board will be placed on the agenda of Board meetings as needed.
16. If there is a complaint to be considered, each Board member will be given an opportunity to comment on the complaint, to question the complainant and to request additional information. The complainant will be given an opportunity to address the board. There must be a quorum of Board members present for review and voting on a complaint.
17. The Board has the option to go into executive session to discuss a complaint; however, the vote to make a decision shall be done in open session. The possible decisions are outlined in Para. 6.6 above. The decision resolution will be documented in the meeting minutes.
18. There is no PRD internal appeal process. The Board's decision is final.

#### **7. Notice of Final Determination**

1. Within 10 business days after the final determination is made, the Secretary must provide written notice to the complainant regarding the decision. The notice must include the following:
  1. Specific citations to applicable provisions of the PRD governing documents, laws or regulations that led to the decision;

2. The PRD registration number as assigned by the CICB;
3. Notice of the complainant's right to file a "Notice of Final Adverse Decision;
4. A copy of the complaint form

**Other - Resale Disclosure Packet**

2. A copy of PRD Policy 2013-01; PRD Form 2013-11-001; and PRD Form 2013-11-002 shall be included in each packet.