
BRIDLEWOOD PROPERTY OWNERS ASSOCIATION, INC.
COVENANTS

December 11, 2023 Proposed Update

**DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION, made on the date hereinafter set forth, by Bridlewood Associates, a Virginia limited partnership, hereinafter referred to as "Declarant."

WITNESSETH

WHEREAS, Declarant is the owner of certain property in the Country of Roanoke, State of Virginia, which is more particularly described on Exhibit A attached hereto.

NOW, THEREFORE, Declarant 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 Bridlewood Property Owners Association, its successors and assigns.

Section 2. "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 is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real Property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners, and shall include all roads, riding trails and easements.

Section 5. "Lot" shall mean and refer to any plot of land as shown on the several subdivision plats of Bridlewood, now of record, or to be recorded in the future, upon which a structure has been completed with the exception of the Common Area.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment

Every Owner shall have a right and easement of enjoyments in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by the owners of two-thirds (2/3) of the lots in the subdivision agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use

Any Owner may delegate, in accordance with the by-laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership

Every Owner of a Lot which is subject to assessment shall be member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

In the event the Owner of any Lot should fail or refuse to transfer the membership registered in his name to the purchaser of such Lot, the Association shall have the right to record the transfer upon the books of the Association and issue a new certificate to the purchaser, and thereupon the old certificate outstanding in the name of the seller shall be null and void as though the same had been surrendered.

Section 2. The Association Voting Rights

Owners shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as the members among themselves determine, but in no event shall more than one vote be cast for any one Lot.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation of Assessments

Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The 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 such 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.

The Association shall also have the authority, through the Board of Directors, to establish, fix and levy a special assessment on any Lot to secure the liability of the Owner thereof to the Association arising from breach by such Owner of any of the provisions of this Declaration which breach shall require the expenditure of time or money or both, by the Association for repair or remedy.

Each Owner covenants for himself/herself, his/her heirs, successors and assigns, to pay each assessment levied by the Association on the parcel described in such conveyance to him within ten (10) days after receipt of an invoice for the same, and further covenants that if said charge shall not be paid within thirty (30) days from the date that said invoice is deposited, postage prepaid in the United States mails, in an envelope addressed to such Owner at the address of the parcel and to such other address as said Owner shall have designated, the amount of such charge shall become a lien upon said Owner's parcel and shall continue to be such lien until fully paid.

Section 2. Purpose of Assessments

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvements and maintenance of the Common Area, drainage easements and roads.

Section 3[^]. Special Assessments for Capital Improvements

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 upon the Common Area, including roads easements, , fixtures and personal property related thereto, provided that any such assessment shall have the assent of the Board of Directors.

“Except as provided in Section 1, Paragraph 2 of this Article, no special or capital assessment in excess of \$1,000.00 per Lot may be levied, in any assessment year, without the vote of a majority of the members of the association.”

Section 4. Uniform Rate of Assessment

Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a semi-annual basis.

Section 5. Due Dates

The Board of Directors shall fix the amount of the annual assessment against each Lot at least twenty (20) days in advance of each annual assessment period. Written notice of the annual 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 assessments on a specified Lot have been paid.

Section 6. Effect of Nonpayment of Assessments and Remedies of the Association

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen (18) per cent 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. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 7. Subordination of the Lien to Mortgages

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. 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 payments which became due prior to such sale or transfer, but shall not relieve the individual responsible from the payment of the assessment herein provided. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

MAINTENANCE OF COMMON AREA

Section 1. Responsibility of Association

The Association shall assume responsibility for maintenance of all land and improvements including drainage easements. All property shall be kept in good condition in keeping with high standards of appearance, health and safety. The Association shall provide street repairs on an as needed basis and an annual contract for snow removal on all streets owned by the Association.

Section 2. Access and Right-of-Way to Public Agency Vehicles

The Association may restrict entry of any private vehicles by any means acceptable to its members. However, recordation of the subdivision map automatically gives Roanoke County or any other public agency free access and right-of-way for any and all publicly owned vehicles. The Association shall hold harmless Roanoke County or any other public agency for any damage to the street system caused by these vehicles while in the performance of official duties and/or functions.

ARTICLE VI

DUTIES OF ASSOCIATION

The Association shall pay real and personal property taxes and other charges assessed against the Common Area.

The Association shall maintain a policy or policies of liability insurance, insuring the Association and its agents, guest and invites and the Owners of the Lots against liability to the public or to said Owners, their guests or invites incident to the ownership or use of the Common Properties, in an amount not less than One Hundred Thousand Dollars (\$100,000.00) for any one person injured, Three Hundred Thousand Dollars (300,000.00) for any one accident and One Hundred Thousand Dollars (100,000.00) for property damage. Said limits shall be reviewed at intervals of not more than three (3) years and adjusted if necessary to provide such coverage and protection as the Association may deem prudent. Said insurance shall also include Director's and Officer's Liability coverage.

ARTICLE VII

GENERAL PROVISIONS

The Declarant does hereby, of its own free will, impose, for the protection of the Lots hereinafter mentioned, in order that the same may be properly developed, certain restrictions, covenants and conditions which shall apply to all of the Lots owned by Bridlewood Associates which said restrictions, covenants and conditions are as follows to-wit:

Section 1 Land Use and Building Type

No structure shall be erected on any individual lot shown hereon other than private single family dwellings, with necessary accessory buildings as hereinafter described.

Section 2 Architectural Control Committee

(a.) An Architectural Control Committee (herein called "Committee") consisting of at least three persons shall be designated by the Bridlewood Property Owner's Association's Board of Directors to review all plans and specification for initial and additional improvements to all Lots: and shall be given authority to make final decisions on all matters relating to these restrictions and covenants.

(b.) The Committee shall approve or disapprove plans, specifications and details within fifteen (15) days from the receipt thereof. One (1) set of said plans and specifications and details with the approval or disapproval endorsed thereon, shall be returned to the person submitting them and other copy thereof shall be retained by the Committee for its permanent files.

(c.) The Committee shall have the right to disapprove any plans, specifications or details submitted to it in the event the same are not in accordance with all of the provisions of these restrictions; if the design or color scheme of the proposed building or other structure is not in harmony with the general surrounding of such Lot or with the adjacent buildings or structures; if the plans and specifications submitted are incomplete, or in the event the Committee deems the plans, specifications or details, or

any part thereof, to be contrary to the interests, welfare or rights of all or any part of the real property subject hereto, or the Owners thereof. The decisions of the Committee may be appealed to the Board of Directors.

(d.) The Committee shall not be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.

(e.) The Committee shall have the power and authority to allow minor deviations in the requirements of this Declaration so long as, in the sole discretion of the Committee, such deviations are not contrary to the interests, welfare or rights of all or part of the real property subject hereto, or the Owners thereof.

(f.) The owner of a Lot will hold the Architectural Control Committee, the Board of Directors, and the Bridlewood Property Owners Association harmless for any costs, damages, or expenses incurred by the owner or any third party or parties acting on his behalf as a result of the performance of the duties of the Architectural Control Committee.

Section 3 Plans and Specifications Requirements

(a.) No site preparation, residence construction, or exterior changes to existing construction or sites shall begin until required plans and specifications for such have been submitted to, and approved by the Committee, its successors or assigns.

(b.) There shall be submitted to the Committee two (2) complete sets of site and architectural plans and specifications attached to an "Architectural Control Review Request" form (available from the Committee) for any and all proposed improvements, the erection or alteration of which is desired. No structures or improvements of any kind shall be erected, altered, placed, or maintained upon any Lot unless and until the final plans and specifications therefor have received such written approval as herein provided. The corner of the dwelling and Lot must be established prior to submission so as to allow the Committee to make an on-site review.

Section 4 Site Plan

(a.) The site plan to be submitted to the Committee shall include a scaled plan proposal prior to any "lot clearing" including the following:

- (1.) Location of any and all trees on the lot that are four (4) inches or greater in diameter, measured twenty four (24) inches from ground level.
- (2.) Proposed location and types of all buildings, structures, drives, walks, decks, fences, patios or any improvement.
- (3.) Proposed initial landscaping to be completed in conjunction with occupancy of any dwelling.

Section 5 Site Specifications

(a.) The site specification shall include a schedule of items shown on the site plan indicating description and information concerning each item applicable to the construction or modification of site related areas and comply with the following:

- (1.) No fence or wall shall be erected, placed, or altered on any Lot nearer to any street than the minimum building setback limit unless similarly approved.
- (2.) All electrical and phone services, ie., utilities, shall be run below ground.
- (3.).
- (4.) No wire fences shall be constructed on any property.
- (5.) No exposed concrete, cinder or concrete masonry block retaining walls shall be constructed when such walls are visible from streets.
- (6.) No trees four (4) inches in diameter or larger, measured twenty four (24) inches from the ground shall be removed from the property without the approval of the Committee, other than as required by the Health Department pertaining to a septic system or the removal of dead trees.
- (7.) Each driveway shall accommodate at least two (2) off street parking spaces. All driveways seen from the road must be maintained in a proper fashion. Driveways shall be concrete, asphalt, or pavers.
- (8.) Any satellite antenna dishes are to be screened from street view and from other dwellings to greatest extent possible.
- (9.) Any solar panels should designed and installed in such a manner as to be in harmony with the architectural style and overall character of the property. The homeowner shall choose solar panels that minimize visual impact and are compatible with the color and materials of the existing roof, or of the new roof if the roof is to be replaced at the time of installation of solar panels. The location of the solar panels should be carefully considered to minimize visibility from the street and neighboring properties. Whenever practical, installations on the rear or side are preferred. The plans submitted to the committee should include an illustration of how the panels will look on the roof.
- (10.) Free standing solar panels are to be screened from street view and from other dwellings.
- (11.) Mailboxes shall be designed and constructed in harmony with approved dwelling architecture. Placement related to edge of pavement will be in exact accordance with United States postal regulations.
- (12.) Any storage sheds should be designed and installed in such a manner as to be in harmony with the architectural style and overall character of the property. The plans submitted to the committee should include a description of the outside materials and finishes along with an image or sketch of the structure should be provided.

Section 6 Architectural Plans and Specifications

The Architecture plans and specifications to be submitted to the Committee shall include:

- (a.) A complete set of plans, prepared by individuals qualified to do such work, including all floor levels and elevations with sufficient details for construction.
- (b.) A set of specifications indicating schedule of all materials and requirement for construction of the dwelling exterior including finish color of material. The committee may, at its discretion, accept and approve a less formal description of minor improvements or alterations to a property,

(c.) The following are applicable to the construction or modification of any residence, garage, or outbuildings:

- (1.) Aluminum, wire cut brick, cinder or concrete masonry block or brick, concrete, asbestos shingles, composition shingles, or plywood shall not be used as an exterior wall finish. Committee shall have the right to add new products or exclude other exterior wall finish items .
- (2.) No exposed concrete, cinder block or concrete masonry foundations shall extend above finished grades.
- (3.) The roof pitch for roofs of any structure shall be used with discretion in accordance with style of construction.
- (4.) No residence shall be constructed within sight of or near another of similar or like design.
- (5.) All exterior siding shall be stained with at least one coat of premium grade stain. All siding shall be installed with galvanized aluminum nails or equivalent. All paint colors used on exterior must be approved by the Committee.
- (6.) Aluminum windows and doors may be used, provided they are anodized colored. Steel windows and doors may be used provided they have a factory applied finish, and may not be left their natural color (mill finish). The appearance of windows and doors will be of primary concern to the Committee in approval of home plans.
- (7.) All gutters and down spouts shall be in the same color or a compatible contrast as the exterior finish siding material.
- (8.) Only wood shakes, , slate shingles, premium architectural grade asphalt or fiberglass shingles (minimum 310# - three tab type not acceptable), or pre-finished standing seam metal roof panels shall be used as roofing materials.
- (9.) No dwelling shall be erected on any Lots shown here on having a minimum enclosed and heated livable floor area less than the following: for a single story ranch – 1700 square feet; two (2) story – 2200 square feet; split or bi-level – 2400 square feet.
- (10.) On slab construction, utility rooms shall not be considered as livable space even if heated.
- (11.) Under no circumstances will garages, basements, breeze ways, atriums, etc., be considered as livable space.
- (12.) Heated livable floor area requirements for single story, two (2) story, and slab construction shall be above grade level.
- (13.) New houses must have a garage capable of housing at least two automobiles

Section 7 Construction

Once construction of improvements is started on any Lot, the improvements must be constructed of a substantial quality of new materials, completed in accordance with plans and specifications, as approved by Committee, and structure completed within one (1) year from commencement, or longer time as approved by the Committee.

Section 8 Building Location

No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plan.. Where these setback lines are found to be impractical for the utility of a particular Lot. These setback lines may be changed by written consent of the Architectural Control Committee.

Section 9 Sight Distance at Intersections

No fence, wall hedge or shrub planting which obstructs sight lines at elevation between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 10 Signs

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

Section 11 Maintenance of Property

It shall be the responsibility of each Lot owner to prevent the development of any unclean, unsightly or unkept conditions of building or grounds on such Lots which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area. Non-operating cars, unused objects or apparatus, or any portion thereof, shall not be permitted to remain on any Lot. All Lots shall be kept clean and free of garbage, junk, trash, debris, or any substance that might contribute to a health hazard or the breeding and habitation of snakes, rats, insects, etc. Each purchaser of a respective Lot shall cause each lawn to be mowed as needed, cause the maintenance and protection of landscaping ensuring proper drainage of the Lot so as to prevent soil erosion, and cause the maintenance of the home and any other structures and improvements located on said Lot ensuring its good condition and appearance in the opinion of the Architectural Control Committee referred to above. Failure to maintain Lots and homes and any other structures and improvements, including fences, in a tidy manner in the opinion of the Architectural Control Committee, 14 days after written notice from said committee of the undesirable condition(s) will result in maintenance of the aforesaid by the committee for which reasonable charge will be levied against the purchaser. Failure to pay such charge within a reasonable time will result in a

lien against the subject property. Neither the committee nor any of its agents, employees, or contractors shall be liable for any damage which may result from any maintenance work performed hereunder except in cases of gross negligence.

Section 12 Use of Property

- (a.) No Offensive or noxious activity shall be carried on upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activity or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof; s.
- (b.) No home business shall be operated that generates excessive traffic or parking issues within the community. Excessive traffic is defined as the movement of vehicles related to the home business that noticeably exceeds the normal level expected within a residential neighborhood, causing congestion, safety hazards, or significant inconvenience to other residents.

Excessive parking issues refer to situations where the number of vehicles associated with the home business exceeds the available parking spaces within the homeowner's property or causes parking congestion on the streets, resulting in restricted access or inconvenience for other residents.

For the purpose of this section, a home business is defined as any commercial activity conducted by a resident within their primary residence or on their property, which involves the provision of goods, services, or professional activities.

Section 13 Structures

- (a.) No structure of a temporary character, trailer, camper, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot, other than common properties, at any time as a residence, either temporarily or permanently
- (b.) Each driveway shall accommodate at least two (2) off street parking spaces. All driveways seen from the road must be maintained in a proper fashion. Driveways shall be concrete or asphalt

Section 14 Animals

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes, unless allowed by Bridlewood Property Owners Association, and provided that such household pets are under control at all times as per the Code of the County of Roanoke Virginia.

Section 15 Garbage

Each lot owner shall provide receptacles for garbage in an area not generally visible from public street view, or provide underground garbage receptacles or similar facility in accordance with reasonable standards.

Section 16 Storage

No fuel tanks or similar storage receptacles may be exposed to view, and may be installed only within the main dwelling house, within any other structure, or buried underground.

Section 17 Lot Subdivision

No single Lot may be subdivided by a purchaser so as to create two or more building lots from the original not less than one acre each. Purchaser may erect a structure on two or more lots with the provision that multiple lots are to be considered as one lot for purposes of setback lines.

Section 18 Term

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

Section 19 Overhead Lines

No overhead lines for utilities, or for other purposes, shall be permitted.

Section 10 Modification

Declarant and/or the Homeowners Association reserve the right to modify, revoke, alter or amend these restrictions, covenants and conditions.

Section 11 Enforcement

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

Section 12 Adjudication

Should any covenants or restriction herein contained, or any sentence, clause, phrase, or term of this instrument be declared to be void, invalid, illegal or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 13 Vehicle Parking

No oversized vehicle, trailer, boat, or commercial vehicle may remain on any lot for more than one (1) week in any year unless it is screened from public view by approved planting, fencing, or structure approved by the Architectural Control Committee. An oversized vehicle is defined as any vehicle which cannot pass through a standard garage door, 7 feet high by 9 feet wide. "Commercial vehicle" shall include any converted vehicle of a type customarily designed or used principally for commercial purposes. No motor vehicle shall be kept on any Lot or common area in public view unless it carries a current valid state inspection certificate.