

THIS DECLARATION OF PROTECTIVE COVENANTS,

W I T N E S S E T H

WHEREAS. the Declarant is the owner of the real property described below and desires to subject said real property to the protective and restrictive covenants hereinafter set forth for the purpose of insuring the best use and the most appropriate development and the improvement of said property and to protect owners of lots against such improper use of surrounding lots as will depreciate the value of their property; to preserve, so far as practical, the natural beauty of said property; to guard against poorly designed and proportioned structures and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on said building sites; to secure and maintain proper setbacks from streets, and adequate free space between structures; and in general to provide adequately for a high type and quality of improvement on said property and thereby to enhance the value of the lots therein.

NOW, THEREFORE, the Declarant hereby declares that the residential lots (hereinafter referred to as "the lots") shown and designated on those certain plats (identified below) of the subdivision of VILLAGE EAST of record in the Office of the Circuit Clerk of the County of Bedford, Virginia,

SECTION NO.1      Plat Book 21, Page 138

SECTION NO.2      Plat Book 21. Page 152

SECTION NO.3      Plat Book 21, Page 157,

shall be held, transferred, sold and conveyed, subject to the covenants, conditions and restrictions set forth below, which shall run with the land and be in full force and effect for a period of 40 years from January 1, 1979, and shall be automatically extended in their entirety for successive periods of 10 years; provided however, that these Protective Covenants may be amended, altered, released or terminated at any time during the initial 40-year period or succeeding 10-year periods thereafter by appropriate instruments in writing, executed and acknowledged by the owners of a majority of the lots affected thereby (for such purpose, lots owned by the Declarant shall be included, and while Declarant owns a majority of such lots, its duly executed and acknowledged instrument shall be sufficient without joinder of any third party to amend these Protective Covenants), and filed of record in the Clerk's Office of the County of Bedford, Virginia.

- 2 -

1, THE LOTS

Each lot shall constitute a residential building site and shall be used for residential purposes only. The lay of the lots shown on the recorded plats hereinabove referred to shall be substantially adhered to; provided, however, the size and shape of any lot may be altered so long as no lot or group of lots are re-subdivided to produce a greater number of lots.

2. ARCHITECTURAL COMMITTEE

No structure shall be erected, placed, or altered, on any lot until the building plan, specifications and plat plan showing the location of such structure have been approved in writing, as to conformity and harmony of external design and size of interior floor area, with existing structures in the development and as to location of the structure with respect to topography and finished ground elevation, by an Architectural Committee ("the Architectural Committee") composed of three persons designated and appointed by Declarant, its successors or assigns. In the event the Architectural Committee fails to approve or disapprove such design, location, or any other application within thirty (30) days after said plans, specifications or application have been submitted, such approval will not be required and this covenant will be deemed to have been dully complied with. The Architectural Committee shall be required to act reasonably in approving or disapproving any application. Members of the Architectural Committee shall not be entitled to any compensation for services performed as members of such Committee.

The Architectural Committee appointed by Declarant shall serve three years from the date of the first sale of a lot affected by the Declaration at which time the term of said appointees shall automatically terminate. The owners of the lot effected by the declaration, attending a meeting either in person or by Proxy, called for such purpose by the Architectural Committee shall then elect three (3) members to the Architectural Committee. The Declarant shall not vote its lots at this election.

The term of each member of the Architectural Committee so elected shall be three years, except the term of the first Architectural Committee so elected shall be:

Three years for the electee receiving the highest number of votes.

Two years for the electee receiving the next highest number of votes.

One year for the electee receiving the next highest number of votes.

Each lot owner shall have three (3) votes and voting shall not be cumulative.

-3-

3. DWELLING

No structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, not to exceed two stories in height, exclusive of basement, and one detached structure not exceeding the same height to be used as a private garage for not more than three cars. No single-family dwelling which has a ground-floor heated area of less than 1,000 square feet for a one-story dwelling or less than 1,300 square feet heated, for a dwelling of more than one story (in both bases exclusive of porches, breezeways, garages basements and decks), shall be erected, placed or permitted to remain on any lot, unless the Architectural Committee has given its prior written approval thereto. In addition, no building, or other structure, or projection therefrom, shall be erected upon, or extend above or below, ground within 25 feet of any street frontage, or 15 feet of any side boundary line of any lot.

4. USE

No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or become, an annoyance or nuisance to the neighborhood. Only usual household pets will be allowed on the premises and such pets shall be restricted to the lots, and will not be allowed to run at large. No trade materials or inventories may be stored and no trucks or tractors, or inoperative vehicles, may be used, stored or regularly parked on the premises. No motor homes, trailers or camping trailers may be occupied or stored on the premises. except that the owner of a residence may park one (1) such unoccupied motor home, trailer or camping trailer on his property providing it does not obstruct, or distract from, the view of other property owners. No business activity of any kind, which shall include but not be limited to the use of any residence as a professional office of any kind, a rooming house, a boarding house, or an antique or gift shop, shall be carried on upon any lot.

5. WATER AND SEWER

No building shall be erected, maintained, or permitted to remain on any lot, which is not provided with adequate water supply and sewage disposal in accordance with the requirements of any governmental agency having jurisdiction with respect thereto. Each property owner will be responsible for drilling his own well and installing his own septic system.

6. TEMPORARY STRUCTURES

Unless approved by the Architectural Committee in writing, no building of a temporary character, including specifically house trailers and tents , shall be erected or allowed to remain on any lot, and in the absence of further written approval of the Architectural Committee, no, such building located on any lot shall be used as a permanent residence; provided, however, that in the course of the construction of a building as set out above, the contractor or builder may have shelters or storage sheds to protect lumber and building supplies used in the course of construction and for no other purpose, and any such shelters or storage sheds shall be removed from the premises within ten (10) days after the completion of the building.

7. LOT USE AND MAINTENANCE

Each lot owner shall maintain and preserve his lot or lots in a clean, orderly and attractive manner, within the spirit of the development, as set out above. Failure on the part of the lot owner to adhere to such proper, clean, orderly and attractive maintenance of his property, upon ten (10) days written notice, given to him by the Architectural Committee, shall subject the lot owner to a suit for specific performance.

No open or exposed storage, including junk and/or abandoned items of personal property, shall be maintained on any lot; no trash or refuse, including leaves, shall be burned in an open incinerator on the lots within the development.

Garbage must be kept in covered metal containers. Trash, tin cans, paper and similar items must be kept in wire or metal containers.

8. TREES

No trees measuring six inches or more in diameter (outside bark to outside bark) at six feet above ground level, may be removed without prior written approval of the Architectural Committee.

9. RESERVED EASEMENTS

There are reserved, perpetual, alienable, and releasable easements within the above-described real property and the right on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains and other public conveniences or utilities, on, in or over the rear and/or front 15 feet of each lot and 15 feet along the sides of each lot within the development.



10. ASSESSMENTS

In order to provide such community services as Declarant or the lot owners may from time to time deem necessary, or desirable, in connection with their efforts to maintain an attractive community appearance and the privacy and general safety of lot owners, including such services as garbage pick-up arrangements, and in order to operate and maintain such common areas as Declarant may designate for the general use of lot owners without separate charge thereto, including such common areas as picnic areas, community docks, clubhouse, swimming pool, tennis courts and similar facilities or areas, each lot owner, for himself, his heirs and assigns, covenants and agrees to pay to the VILLAGE EAST PROPERTY OWNERS' ASSOCIATION, INC. (the "Association") an amount assessed against each lot by the Association in accordance with the following provisions:

- a. The annual assessment for each lot shall be \$50.00; provided, however, that such Assessment shall be increased to \$75.00 for any lot which has a completed dwelling constructed thereon as of January 1 of the calendar year; and provided further that lots owned by Declarant shall not be subject to assessment.
- b. The Association reserves the right to charge user fees for the boat storage facility and rental fees for private use of the clubhouse.
- c. Declarant shall have the right to transfer to the Association title to any common areas or facilities situated within the development.
- d. The annual assessment referred to herein shall become due and payable at such time or times as the Association may determine and shall, when due, become a lien on the lot against which the charge is made, subject and subordinate only to the lien of any first Deed of Trust now or hereafter placed thereon.
- e. Developer reserves the right to admit not more than fifty (50) property owners in a nearby subdivision to the Property Owners Association. Such members shall pay user fees to the Association, not to exceed \$60.00 per year or one-half of the annual assessment for an improved lot, whichever is greater.

-6-

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

The Association shall have two classes of voting membership:

Class A Class A members shall be all owners with the exception of Declarant and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote of such lot shall be exercised as they, among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Class B The Class B member shall be the Declarant and it shall be entitled to three votes for each lot owned. Class B membership shall cease and be converted to Class A membership on the happening of the following events:

- ( i) When the total votes outstanding in Class A membership equals total votes outstanding in Class B membership; or
- (ii) Declarant, at its election, terminates such Class B membership.

The Association shall be managed by its Board of Directors (not less than three nor more than fifteen) elected by the members, and notwithstanding anything herein to the contrary, after Declarant's Class B membership terminates, the assessment referred to herein shall be established (and increased or decreased from time to time without regard for the maximum assessment provisions hereinabove contained) by the Board of Directors of the Association without a vote of the membership.

#### 11. SIGNS

No "For Sale" or similar signs may be placed on any lot or dwelling. Any type of sign must be approved by the Architectural Committee.

#### 12. ENFORCEMENT

In the event of any violation or breach of any of the restrictions contained herein by any lot owner or agent of such owner. the owners of lots within the development, or any of them, jointly or severally, shall have the right to proceed at law or in equity to

-7-

compel compliance to the terms hereof or to prevent the violation or breach of any of the restrictions set out above, but before litigation may be instituted, ten (10) days written notice of such violation shall be given to the owner or his agent. The failure to enforce any right, reservation or condition contained in this declaration, however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

13. SEVERABILITY

The invalidation by any court of any restriction contained in this declaration shall in no way affect the other restrictions, but they and each of them shall remain in full force and effect.

14. ANNEXATION

For a period ending ten (10) years after the date of incorporation of the Association, the Declarant shall be permitted, without the assent of the Class A members being required to from time to time annex to Village East Subdivision, so much of any additional lands that the Declarant wishes to become a part of the aforesaid Village East Subdivision and so much of any additional lands within the general area of the Village East Subdivision acquired and/or developed by the Declarant.

Declarant shall be further permitted, without the assent of Class A members being required, to amend this Declaration to include herein, and to subject to the Protective Covenants, Conditions, Restrictions, Reservations, Liens, Charges and Terms hereof, all lands annexed in accordance with this Paragraph (14).

IN WITNESS WHEREOF. VILLAGE EAST, A Virginia Limited Partnership, by David S. Wilson, Its Sole General Partner, in behalf of the Partnership, has caused this instrument to be executed as of the year, month and day first above written.

VILLAGE EAST, A Virginia Limited  
Partnership

By David S. Wilson

David S. Wilson

STATE OF VIRGINIA )

COUNTY OF BEDFORD ) To-wit:

The foregoing was acknowledged before me this 18th day of July, 1979, by David S. Wilson, Sole General Partner of Village East, A Virginia Limited Partnership.

W. B. Moore  
Notary Public

My Commission Expires:

March 26, 1982

**BY-LAWS**  
**of**  
**VILLAGE EAST PROPERTY OWNERS ASSOCIATION**

**ARTICLE I: Name and Location**

The name of the corporation is the Village East Property Owners Association (hereinafter called the "Association", or, "VEPOA"). The principal office of the corporation is located at Route 1, P.O. Box 452, Moneta, Virginia 24121-0452, but meetings of members and directors may be held at such places within the state of Virginia, County of Bedford, as may be designated by the Board of Directors in a notice of meeting.

**ARTICLE II: Definitions**

Unless the context denotes otherwise the following terms are defined as follows:

Section 1. The terms "Association" and "VEPOA" shall mean and refer to the Village East Property Owners Association, its successors and assigns.

Section 2. The term "properties" shall mean and refer to that certain real property described in the Declarations of Protective Covenants and Restrictions (attached hereto as Exhibit A), and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. The term "common properties" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association.

Section 4. The term "lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the property with the exception of the common areas.

Section 5. The term "member" shall mean and refer to every person or entity who holds a membership in the Association.

Section 6. The term "owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. The term "Protective Covenants" shall mean and refer to the Declaration of Protective Covenants applicable to the properties, recorded in the Office of the Clerk of the Circuit Court, Bedford County, State of Virginia.

### **ARTICLE III: Members**

Section 1.     Membership Every person or entity who is a record owner of a free and undivided fee interest in a lot, which is subject to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No lot shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association.

Section 2.     Suspension of Membership During any period in which a member shall be in default in the payment of any annual or special assessment levied by the Association, the voting rights and rights to enjoy usage of the common properties by said member may be suspended by the Board of Directors until the assessment has been paid. Such rights of a member may also be suspended, after notice and a hearing, for a period not to exceed 30 days, for violation of any rules and regulations established by the Board of Directors governing the use of the common properties and facilities.

Section 3.     Rights of Enjoyment Each member shall be entitled to the use and enjoyment of the common properties and facilities as provided for in the Declaration of Protective Covenants. A member may delegate his rights of enjoyment of the common properties and facilities to the members of his family, and his tenants or contract purchasers, who reside on the property. The member shall notify the secretary in writing of the name of such delegates. The rights of a delegate are subject to suspension to the same extent as those of the member.

Section 4.     Annual meetings Annual meetings of the members shall be held on the first Saturday in May each year, or at such other date as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting.

Section 5.     Special Meetings Special meetings of the members, for any purpose, unless otherwise prescribed by statute, may be called at any time by the VEPOA President or by the Board of Directors, and shall be called by the president or secretary at the request in writing by members having one tenth (1/10) of the votes entitled to be cast at such meeting. Such request shall include a statement of purpose or purposes of the proposed meeting.

Section 6.     Notice of Meeting Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten nor more than fifty days before the date of the meeting (except as a different time is specified below), either personally or by mail, by or at the direction of the president, secretary, or the officers calling the meeting, to each member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail addressed to the

member at his address as it appears on the records of the Association, with first class postage thereon prepaid.

Notice of a members' meeting to act on an amendment to the Protective Covenants, the By-laws, or a plan of merger or consolidation shall be delivered in the manner provided above, not less than twenty-five nor more than fifty days before the date of the meeting. Any such notice that is mailed shall be accompanied by a copy of the proposed amendment or a summary thereof and shall include a statement that copies of the proposed articles of amendment or plan of merger or consolidation will be supplied to members on request.

Section 7. Waiver of Notice Whenever any notice is required to be given to any member of the Association for any purpose under the provisions of any statute or the By-laws of the Association, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice. A member who attends a meeting shall be deemed to have had timely and proper notice of the meeting, unless he attends for the express purpose of objecting because the meeting is not lawfully called or convened.

Section 8. Quorum Except as otherwise provided by statute, the Declaration of Protective Covenants, or these By-laws, the presence at the meeting of members or proxies entitled to cast, one tenth (1/10) of the votes of the Association membership shall constitute a quorum. If, however, a quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting to another time and place, without notice other than announcement at the meeting of such other time and place. At the adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the original' meeting. If the adjournment is for more than thirty days a notice of the adjourned meeting shall be given to each member entitled to vote at the meeting.

Section 9. Voting and Proxies Only members in good standing; i.e., those whose voting rights have not been suspended by the VEPOA Board, and whose dues, fees, and special assessments have been paid, shall be entitled to vote. A member in good standing may vote in person or may vote by proxy executed in writing by the member or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven months from its date. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot. To be included in vote tallies, proxy votes must be received by the VEPOA Secretary forty eight (48) hours, or as otherwise specified in the meeting notice, prior to any regular or special meeting of the members. Proxy votes will be included in vote tallies only for items upon which the entire VEPOA membership has received previous notice with an explanation of each item to be voted upon.

Section 10. Required Vote When a quorum is present at any meeting of the members, the vote (which need not be by ballot) of members holding a majority of the votes entitled to be cast, present in person or represented by proxy, shall be necessary for the transaction of any business properly brought before such a meeting, unless the proposed action is one upon which, by express provision of statute or of the VEPOA Protective Covenants or By-laws, a different vote is required or specified, in which case such express provision shall govern and control the decision of such question. Notwithstanding the foregoing, candidates for election as directors who receive the highest numbers of

votes, up to the number of directors to be chosen, shall stand elected and an absolute majority of the votes cast shall not be a prerequisite to the election of any candidate to the Board of Directors.

#### **ARTICLE IV: Directors**

Section 1.     Powers The property business and affairs of the Association shall be managed by or under the direction of the Board of Directors, which may exercise all such powers of the Association and do all such lawful acts and things as are not by statute, the Protective Covenants, or by these Bylaws directed or required to be exercised or done by the members.

Section 2.     Number The affairs of this Association shall be managed by a board of nine (9) directors. Directors are elected for three year terms. Each director elected shall hold office until his successor is elected and qualified or until his earlier resignation or removal.

Section 3.     Election The directors shall be elected for three year terms. Each director elected shall hold office until his successor is elected and qualified or until his earlier resignation or removal.

Section 4.     Removal Any director may be removed from office at a meeting called expressly for that purpose, with or without cause, by such vote as would suffice for his election.

Section 5.     Vacancies Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining directors, though less than a quorum of the Board of Directors, or by a sole remaining director, and each director so chosen shall hold office until the next. annual election and until his successor is elected and qualified, or until his earlier resignation or removal. If there are no directors in office, than an election of directors shall be held in a special meeting of the members called for that purpose.

Section 6.     Compensation No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 7.     Place of Meeting The Board of Directors of the Association may hold meetings, both regular and special, in Moneta, Virginia, or at such other place as they may from time to time specify by resolution. Any and all meetings of the directors, whether regular or special, shall be open meetings and may be attended by the members of the Association.

Section 8.     Regular Meetings Regular meetings of the Board of Directors may be held on three (3) days notice at such time and such place as may, from time to time, be determined by the Board of Directors.

Section 9.     Special Meetings Special meetings of the Board of Directors shall be held when called by the president of the Association, or by one-third (1/3) of the members of the Board of Directors, after not less than three (3) day's notice to each director.



Section 10. Quorum A majority of the number of directors fixed by these By-laws shall constitute a quorum for the transaction of business. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 11. Telephone Meetings Members of the Board of Directors or of any committee designated thereby, may participate in a meeting of such Board or committee by means of which all persons participating in the meeting can hear each other, and participating by such means shall constitute presence in person at such meeting.

Section 12. Action Without a Meeting Any action required to be taken at a meeting of the Board of Directors, or any action which may be taken at a meeting of the directors, may be taken without a meeting if a consent, in writing setting forth the action so taken, shall be signed by all of the directors entitled to vote with respect to the subject matter thereof.

## **ARTICLE V: Committees**

The Board of Directors, by resolution adopted by a majority of the directors in office, may designate one or more committees, each of which (except the Teller Committee) shall consist of one or more directors, which committees, to the extent provided in such resolution, shall have and exercise the authority of the Board of Directors, except to approve a sale, lease, exchange, mortgage, pledge or other disposition of any, or substantially all, of the property and assets of the Association, the voluntary dissolution of the Association or revocation of the voluntary dissolution proceedings.

The Association shall elect an Architectural Review Committee, as provided in the Protective Covenants, to approve or disapprove any plan to erect, place or alter any structure on any lot. Each property owner at the time of submittal of building plans to the Architectural Committee will be required to pay a "road impact fee", as specified by the Board of Directors, to cover road damage during the building phase. The fee will be refundable only if building plans are rejected or withdrawn. Building plans will not be approved until the fee has been paid in full. Other committees with limited authority may be designated by a majority of the directors present at a meeting at which a quorum is present.

## **ARTICLE VI: Officers**

Section 1. Position The officers of the Association shall be a president, a secretary and a treasurer, and such other officers and assistant officers as the Board of Directors may appoint, including one or more vice-presidents, assistant secretaries and assistant treasurers, who shall exercise such powers and perform such duties as shall be determined from time to time, by the Board. Any two or more offices may be held by the same person, provided, however, that in no event shall the president and the secretary be the same person.

Section 2. Election The officers of the Association shall be elected by the Board of Directors at its first meeting following each annual meeting of the members.

Section 3. Term of Office The officers of the Association shall be elected for a term of one (1) year and shall hold office until their successors are chosen and qualify or until their earlier

resignation or removal. Any officer elected by the Board of Directors may be removed by the affirmative vote of a majority of the Board of Directors whenever, in their judgement, the best interests of the Association will be served thereby, Any vacancy occurring, in any office, may be filled in the manner prescribed for regular election. The officer elected to the vacancy shall serve for the remainder of the term of the officer replaced.

Section 4.     President   The president shall at all times be a member of the Board of Directors, shall insure that all orders and resolutions of the Board of Directors are carried in to effect and unless otherwise provided by the Board of Directors, shall preside at all meetings of the members and of the Board of Directors. The president shall execute leases, mortgages, deeds and other written instruments requiring a seal, under the seal of the Association, except where required by or permitted by law to be otherwise signed and executed, and except where the signing and executing thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Association.

Section 5.     Vice-President   In the absence of the president, or in the event of his inability or refusal to act, the vice-president (or in the event there be more than one vice-president, the vice-presidents in the order designated, or in the absence of any designation, then in the order of election) 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 shall perform such other powers as the Board of Directors may from time to time prescribe.

Section 6.     Secretary   The secretary shall attend all meetings of the Board of Directors and all meetings of the members, and shall record all the proceedings of the meetings of the Board of Directors and of the members in a book to be kept for that purpose, and shall perform like duties for the standing" committees, when required. He/she shall give, or cause to be given, notice of all meetings of the members and of the Board of Directors, shall keep appropriate current records showing the members of the Association together with their addresses and shall perform such other duties as may be prescribed by the Board of Directors or by the president, under whose supervision he/she shall be. He/she shall have custody of the corporate seal of the Association, and he/she, or an assistant secretary, shall have authority to affix the same to any instrument requiring it, and when so affixed it may be attested to by his/her signature or by the signature of such assistant secretary, The Board of Directors may give general authority to any other officer to affix the seal of the Association and to attest the affixing by his/her signature. The secretary may also attest all instruments signed by the president or any vice-president.

Section 7.     Assistant Secretary   The assistant secretary, or if there be more than one, the assistant secretaries in the order determined by the Board of Directors (or if there shall have been no such determination, then in the order of their election), shall, in the absence of the secretary or in the event of his/her inability or refusal to act, perform the duties and exercise the powers of the secretary,' and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 8.     Treasurer   The treasurer shall have the custody of the Association's funds and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all moneys and other valuable effects in the name and to the credit of the

Association in such depositories as may be designated by the Board of Directors. The treasurer shall disburse the funds of the Association as ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the president, and to the Board of Directors, at its regular meetings or when the Board of Directors so requires, an account of all the treasurer's transactions and of the financial condition of the Association.

Section 9.     Assistant Treasurer   The assistant treasurer, or if there be more than one, the assistant treasurers in the order determined by the Board of Directors (or if there shall have been no such determination, then in the order of their election) shall, in the absence of the treasurer or in the event of the treasurer's inability or refusal to act, perform the duties and exercise the powers of the treasurer, and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

## **ARTICLE VII: Assessments**

Section 1.     Creation of the Lien and Personal Obligation of Assessments   As specified by the Declaration of Protective Covenants, each member is deemed to covenant and agree to pay the Association an annual assessment (dues) to be determined by the Board of Directors. The Board of Directors may from time to time, as deemed necessary, levy special assessments to accomplish the tasks generally described in paragraph 2. These annual and special assessments, with interest thereon and costs of collection thereof as hereinafter provided; shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each assessment together with interest, costs and reasonable attorney 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 and shall not pass to his successors in title unless expressly assumed by them.

Section 2.     Purpose of Assessments   The assessments shall be used by the Association to provide such community services as the lot owners may from time to time deem necessary or desirable in connection with their efforts to maintain an attractive community appearance and the privacy and general safety of the lot owners, including such services as garbage pickup, snow removal, and grass cutting. The assessments will also be used to operate and maintain such common areas as the clubhouse, picnic areas, roads, community docks, swimming pool, tennis courts and similar facilities or areas.

Section 3.     Amounts of Assessments   Each lot shall be subject to an annual assessment as determined by the Board of Directors. The assessment will be increased for any lot which has a completed dwelling constructed thereon as of January 1 of the calendar year.

Section 4.     User Fees   The Association shall have the right to charge user fees for the boat storage facility and rental fees for the use of the pavilion.

Section 5.     Date of Commencement of Annual Assessments and Due Dates   The annual assessments provided for above shall commence as to all lots on the first day of the month following conveyance of the property owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. Written notice of the annual assessment shall be sent to every owner subject thereto at least thirty (30) days in advance of each annual assessment period.

The due dates shall be established by the Board of Directors. The Association shall, upon demand at any time, furnish a certificate in writing signed by an officer of the Association, setting forth whether the assessments on a specific lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 5.     Date of Commencement of Annual Assessments and Due Dates The annual assessments provided for above shall commence as to all lots on the first day of the month following conveyance of the property owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. Written notice of the annual assessment shall be sent to every owner subject thereto at least thirty (30) days in advance of each annual assessment period. The due dates shall be established by the Board of Directors. The Association shall, upon demand at any time, furnish a certificate in writing signed by an officer of the Association, setting forth whether the assessments on a specific lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 6.     Remedies of the Association of Nonpayment Any assessments which are not paid when due shall be delinquent.. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eight percent (8.0%) per annum and the Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of the assessment. No owner may waive or otherwise. escape liability for the assessment provided for herein by nonuse of the common areas or abandonment of the 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 deed of trust. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot which is subject to any mortgage, pursuant to a decree of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof

## **ARTICLE VIII: Books and Records**

The following books and records of the Association shall be kept at the principal office of the Association and shall be available for inspection and copying by the members during normal business hours or by appointment: Articles of Incorporation, Declaration of Protective Covenants, By-laws, Minute Book, Membership List, Accounting Records, Service and Management Contracts, Insurance Policies, and any other business record of the Association. All accounting records shall be kept according to generally accepted principles of accounting, consistently applied. All minutes of meetings of the members and the Board of Directors shall be retained as a permanent record of the Association.

## **ARTICLE IX: Corporate Seal**

The Board of Directors shall provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the Association.

## **ARTICLE X: Amendments**

Section 1. These By-laws may be amended, at a regular or special meeting of the members, by a two thirds (2/3) vote of eligible voters at such a meeting (including proxies), provided that notice of the proposed amendment was included in the meeting notice.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-laws, the Articles shall control; and in the case of any conflict between the Declaration of Protective Covenants and these By-laws, the Declaration of Protective Covenants shall control.

## **ARTICLE XI: Fiscal Year**

The fiscal year of the Association, fixed by resolution of the Board of Directors, is that of the calendar year, January 1 to December 31

(Approved May 15, 1993)

## **APPENDIX A - VEPOA BYLAWS**

### **(ASSESSMENT - ROAD IMPACT FEE)**

**EFFECTIVE JUNE 6, 1987 EACH PROPERTY OWNER AT THE TIME OF SUBMITTAL OF BUILDING PLANS TO THE ARCHITECTURAL COMMITTEE WILL BE REQUIRED TO PAY A FEE OF \$1000 TO COVER ROAD DAMAGE DURING THE BUILDING PHASE. THE FEE WILL BE REFUNDABLE ONLY IF BUILDING PLANS ARE REJECTED OR WITHDRAWN. BUILDING PLANS WILL NOT BE APPROVED UNTIL THE FEE HAS BEEN RECEIVED IN FULL.**

# **VILLAGE EAST POA**

MONETA, VIRGINIA

## **ARCHITECTURAL GUIDELINES**

With Additional Covenant Interpretations and Guidelines



March 2022

## **VILLAGE EAST ARCHITECTURAL COMMITTEE (ARC) GUIDELINES**

The following are guidelines for each of the duties of the Architectural Committee, (**herein referred to as the “ARC”**) as spelled out in the Village East Protective Covenants. This document attempts to more fully define how the ARC interprets our covenants.

Where possible, examples are given as to what we judge as favorable or unfavorable.

**The examples/interpretations shown are not to be construed as a complete solution to all situations that might arise nor are they to be taken as instruments that would change or limit the actual text of the Covenants, which are our primary governing document.**

The ARC retains the right to interpret the meaning of “conformity” and harmony as used in the covenants.

“Written Approval” will typically be in email form. The ARC email address is [vepoaarchitecture@gmail.com](mailto:vepoaarchitecture@gmail.com)

### **Covenant #2 Architectural Committee**

*No structure shall be erected, placed, or altered, on any lot until the building plan, specifications and plat plan showing the location of such structure have been approved in writing, as to conformity and harmony of external design and size of interior floor area, with existing structures in the development as to location of the structure with respect to topography and finished ground elevation, by an Architectural Committee (“The Architectural Committee”) composed of three persons designated and appointed by Declarant, its successors or assigns. In the event the Architectural Committee fails to approve or disapprove such design, location, or any other application within (30) days after said plans, specifications or application have been submitted, such approval will not be required and this covenant will be deemed to have been dully complied with. The Architectural Committee shall be required to act responsibly in approving or disapproving any application. Members of the architectural committee shall not be entitled to any compensation for services performed as members of such committee.*



## **Interpretation:**

**All structures**, buildings, docks, and alterations to the exterior of any structure must have **approval in writing** by the Architectural Committee prior to any land clearing, building, or structure erection or exterior alteration.

## **Documents Needed for Approval:**

The following must be received by the ARC to make an approval determination. Please email documents to the ARC Chair at [vepoarchitecture@gmail.com](mailto:vepoarchitecture@gmail.com) or to arrange for in-person or mailed delivery.

### **New Home Construction**

- A completed "VEARC Approval Form". This form is located at [www.villageeast.org](http://www.villageeast.org)
- Complete architectural building plans and a civil site plan to include grading plans, property lines, and locations of structures, driveway, well, and septic drain field.
- \$2000 Road Impact Fee to cover road wear and tear. The fee will be refundable only if the building plans are rejected or withdrawn.

### **Dock Construction**

- Dock Plans and Plat showing the location of the dock on the lot

### **Other Exterior Alterations**

- Please contact the ARC Chair at email address above to find out what is needed to approve the specific project.

## **Covenant #3 Dwelling**

*No structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, not to exceed two stories in height, exclusive of basement, and one detached structure not exceeding the same height to be used as a private garage for not more than three cars. No single-family dwelling which has a ground-floor heated area of less than 1,000 square feet for a one-story dwelling or less than 1,300 square feet heated, for a dwelling of more than one story (in both bases exclusive of porches, breezeways, garages basements and decks), shall be erected, placed or permitted to remain on any lot, unless the Architectural Committee has given its prior written approval thereto. In addition, no building, or other structure, or projection therefrom, shall be erected upon or extend above or below, ground within 25 feet of any street frontage, or 15 feet of any side boundary line of any lot.*



## **Interpretation:**

The committee's position on this covenant is that no exception to this covenant should ever be allowed. As the covenants spell out that the one detached structure “to be used as a private garage for not more than three cars”, this disallows sheds and storage buildings whether prefabricated or stick built. So, following the covenants, no detached sheds or storage buildings will be approved. There are no exceptions to this. Detached Garages must have full size garage doors and must be able to accommodate at least 1 “car” but not more than 3 cars as per the Covenants. Garages should be of high quality and designed to match the house as closely as possible in design and materials. Also, impact on the view of neighboring property owners will be taken into consideration. A professionally drawn plat may be required if there is any question as to whether the structure may extend too closely to side lot lines, roads, easements, drainage, etc.

## **Exterior Building Materials**

Examples of acceptable exterior materials are Wood, Cement Fiber, Engineered Wood, Brick, Stone/Stone Veneer, Vinyl/Aluminum, and T1-11. Log siding or log construction is not acceptable. Rectangular matchbox houses with unbroken gable or double pitched roofs are not acceptable. Dwellings in Village East should show style and architectural features such as broken roof lines, dormers, entrance vestibules with separate roof lines, plan views which are not four-sided rectangles, etc. A minimum of (2) windows (or Sliding Glass or Glass French doors) is required for each elevation view (front, rear, left, right) for a one-story home and three for a two-story home. Concrete or block foundations must be veneered with siding, brick, or stone with no more than 8” of exposed concrete at ground level.

## **Placement**

The location of a proposed dwelling on a lot must meet county requirements. However, in addition to these restrictions and the desires of the landowner, the ARC must review this proposed location with the interest of Village East and nearby home and lot owners in mind. The placement should take into consideration adverse effects on the view of present and future homeowners, drainage, an overall appearance. The proposed home placement should also allow parking on the property for at least four cars.

## **Modular Homes**

Custom Modular Homes are allowed so long as the house is designed specifically to fit the lot and it is an “Off Frame” Modular with a wooden floor joist system. The design of the house must not make it distinguishable as a Modular and it must be of a quality grade on par or better than a stick built home. The roof line must not be low pitched (as with a mobile home). The home must not have a VIN but instead it should have a HUD#. The ARC will scrutinize modular homes in advance because once they are set, it is very difficult to make changes. The ARC will review plans and discussions about specific site plans will occur prior to approval. Once the foundation is formed, before a house may be placed, the completed foundation and final grading plan must be approved by the ARC.

Singlewide mobile Homes, doublewide mobile homes and on-frame modular homes (metal floor joist system) are not allowed.

## **Fences**

While the Village East Protective Covenants do not specifically state what types of fences should be allowed, the Covenants leave it to the ARC to determine what constitutes harmony and conformity of structures in the community. The following are guidelines regarding fence construction.

The Architectural Committee feels that the placement of shrubs and trees in the landscape is the most attractive method of enclosing portions of your property for privacy or other purposes. When a fence is necessary, a vinyl (horizontal or vertical), or metal fence, such as the type and style around the Village East pool are the only types that will be approved. Fences should not create a visual barrier, such as “privacy fences”. Fencing shall not exceed 5 feet in height. Fencing is for backyard use only and shall not extend beyond the midline to the side of the house. Additionally, fences must meet all setback requirements for “structures” (see Covenant #3).

No fence can be constructed without the prior written approval of the ARC.

## **Docks**

All dock construction or remodeling must be approved by the ARC.

## **Solar Roofs and Panels**

Solar Roofs that mimic a traditional shingle roof are considered an acceptable roofing material, however must be specifically approved just as any other roof would be prior to construction.

Solar panels are not addressed in the Covenants. However, the law of Virginia and the Covenants leave it to the ARC to determine what constitutes harmony and conformity of structures in the community. The following guidelines regarding Solar Panels or Solar Roofs are set forth.

Solar Panels are acceptable so long as they are affixed to the roof of the dwelling, detached garage, or boat house and are not visible from the main roadway frontage unless the ARC has given prior written approval.

“Ground mounted” or “pole mounted” solar arrays are not permitted.

The ARC must be contacted to approve all solar installations prior to construction.

### **Storm Drainage Ditches and Pipes:**

All new storm drainage systems are subject to approval by the ARC. Please contact the ARC before any construction begins.

In general, there are two types of storm drains that cover most of the needs found in Village East. These are:

- a. Systems that carry storm water to or toward the lake.
- b. Systems that direct storm water from the roads to a system

System a. types are generally constructed by digging a trench and lining it with rip-rap type stone

Type a. systems may be constructed up to but not over an adjacent side-line.

Type b. systems are normally open riprap trenches. The trench can be any width but must be located so that the edge of the trench nearest the road is at least 4 feet from the road.

Where b. type drainage ditches are required, there should be a gentle slope, 4 to 6 inches per four feet, from the road to the edge of the ditch.

Drainage pipes under driveways must not be located on or under road shoulders.

Note: property owners are responsible for runoff caused by inadequate drainage ditches.

## **Covenant #6 Temporary Structures**

*Unless approved by the Architectural Committee in writing, no building of a temporary character, including specifically house trailers and tents, shall be erected or allowed to remain on any lot, and in the absence of further written approval of the Architectural Committee, no, such building located on any lot shall be used as a permanent residence; provided, however, that in the course of construction of a building as set out above, the contractor or builder may have shelters or storage sheds to protect lumber and building supplies used in course of construction and for no other purpose, and any such shelters or storage sheds shall be removed from the premises within (10) days after the completion of the building.*

### **Interpretation:**

Please contact the committee chair for approval of any temporary buildings prior to placement.

## **Covenant #7 Lot Use and Maintenance**

*Each lot owner shall maintain and preserve his lot or lots in a clean, orderly and attractive manner, within the spirit of the development, as set out above. Failure on the part of the lot owner to adhere to such proper, clean, orderly and attractive maintenance of his property, upon (10) days written notice, given to him by the Architectural Committee, shall subject the lot owner to a suit for specific performance.*

*No open exposed storage, including junk and/or abandoned items of personal property, shall be maintained on any lot; no trash or refuse, including leaves, shall be burned in an open incinerator on the lot within the development. Garbage must be kept in covered metal containers. Trash, tin cans, paper and similar items must be kept in wire or metal containers.*

### **Interpretation:**

Because metal trash containers are no longer available, we accept plastic or rubber containers as well.

### **Construction of residence: length of time for completion:**

Covenant #7 requires that each lot owner maintain his or her lot in a clean, orderly, an attractive manner. It is recognized that during the construction of a dwelling, it is difficult for this requirement to be observed. The ARC is concerned with the owner who chooses to extend construction over a long

period of time producing an unsightly condition for the immediate neighbors and all who passed by. The length of time for construction of a residence should not be excessive and kept within sensible limits. The following guidelines are set forth by the ARC to be in compliance with Covenant #7:

A one year time period is permitted for the construction of a dwelling. The clock begins when trees are removed or there is ground disturbance for construction, septic field, road, etc. Drilling of a well is not considered part of a dwelling construction. However, the ARC must be contacted for approval of location prior to drilling. The clock stops and the dwelling is considered completed when the exterior is finished, that is, under roof, sided and the ground is graded and seeded with a formally defined driveway. The condition of the interior of the dwelling is not taken into consideration. When the exterior is completed, the ARC will notify the treasurer and the lot will be assessed as a residence. After one year has elapsed, the lot will be assessed as a residence regardless of the condition of the dwelling.

## **Covenant #8 Trees**

*No trees measuring six inches or more in diameter (outside bark to outside bark) at six feet above ground level, may be removed without prior written approval of the Architectural Committee.*

### **Interpretation:**

The committee recognizes the need for clearing trees to allow for driveways, dwellings, septic systems, county mandated riprap and the removal of damaged or diseased trees. Our goal is to save as many hardwood trees as possible and to prevent mass clearing of all or most of the trees and plant life on a lot. The Architectural Committee must give its approval to cut any tree over 6 inches in diameter at 6 feet above grade with the below exceptions where pre- approval is granted.

### **Tree Removal Approvals for New Construction and Additions.**

During New Construction and Additions, **after** house plans have been approved by the Architectural Committee, the Committee hereby gives pre-approval to cut trees in the area that is to be used for the septic drain field and the area that contains the new house or addition. Additional tree removal outside of those areas requires additional approval. **NO LAND CLEARING WHATSOEVER MAY BE DONE UNTIL HOUSE PLANS ARE APPROVED.**

The area to be used for the drain field is defined as the area which the County Board of Health requires for the field itself plus a border of 5' feet beyond.

The area to be used for the house is defined as the house footprint plus a 10' border completely around the footprint.

## **Pre- Approved Tree Removals**

Existing native “Virginia Pines” that grow in Village East are not strong or desirable trees. They tend to block the growth of hardwoods and other desirable plant life.

A non-native tree (*Ailanthus altissima* also known as “Tree of Heaven”) grows prevalently in Village East but is an invasive species. It reproduces very quickly and can kill native plants near it.

The committee is hereby giving approval to remove these “Virginia Pines” and “Trees of Heaven”, regardless of size without additional approval of the Architectural Committee.

Trees that have fallen over, dead (trees that have no leaves), or trees that are in immediate danger of falling on a dwelling, other structure, dock or roadway may be removed without approval of the Architectural Committee.

Any other tree removals require approval by the Architectural Committee.

## **Covenant #11 Signs**

*No “For Sale” or similar signs may be placed on any lot or dwelling. Any type of sign must be approved by the Architectural Committee.*

## **Interpretation:**

### **Real Estate Signs**

The Village East Covenants do not allow placement of real estate For Sale signs on any lot (or lot with a home). However, VEPOA does recognize that it is sometimes difficult to locate and inspect properties that are for sale. Therefore, a small 8 1/2 by 11 “brochure box” may be placed on a property that is for sale. The box should not read “for sale”. However, text such as “take one” is allowed on the outside of the box. This serves two purposes, to identify the lot and to provide information about the real estate for sale.

The Architectural Committee hereby pre-approves the use of Open House signs to direct individuals to the residence having an open house. The sign must be no larger than 24 inches by 24 inches and only the words “Open House” and a directional arrow can appear on the sign. No real estate company name or the words “for sale” are permitted. The signs may be placed on the roadside at the entrance to Village East, the intersection of Indian Ridge Dr. And the residence street if necessary, and in front of the

house. The signs may be displayed from one hour before the open house until one hour after completion but not to exceed 8 hours total.

Use of open house signs requires the approval of the ARC if deviating from this guidance.

### **Contractor Signs**

Contractor signs (1 per contractor) may be allowed if used to identify lots that require the delivery of building materials, landscaping materials, etc.

Such signs must be no larger than 24 inches by 24 inches and be placed on the roadside only. Contractor signs must be removed as soon as the contractor's work is completed. If more than one contractor installs a sign (as described above), it must be placed as close to the first contractor sign as possible. Signs that meet the above guidelines may be placed without individual approval of the ARC. Any variation to the rule requires ARC approval.

Please give your contractor this information.

### **Political Signs**

Political Signs are hereby pre-approved by the ARC so long as the following guidelines are met.

A maximum of (2) Political Campaign Signs (must have Candidate Name) may be placed at a residence (not on vacant lots) for 45 calendar days prior to election day and no longer than 7 days after election day. The size must not be over 2' x 3' and the sign shall be placed at least 25 feet from the center line of the road in front of the home (outside the VEPOA Right of Way).

### **Flags**

Flags containing words, pictures, symbols or logos are considered signs and thus must be approved by the ARC. Only (2) flags and (1) garden flag may be displayed at a time at a residence. Flags must not contain offensive or vulgar language, symbols, or pictures. The size of the flag must be no larger than 3' by 5' and may be flown from short flag poles mounted to a resident's house, deck, porch, dock, or tree. Small garden flags may be displayed in the yard. **If an in-ground flagpole is to be erected, it's height and location must be specifically approved by the Architectural Committee.**

American Flags do not require approval but must meet the above maximum size requirement.

### **Pre-Approved Flags**

The following types of flags are hereby pre-approved by the Architectural Committee so long as they meet the above criteria.

Decorative (ex. Flowers, Seasonal, Holiday), Team, School, Nautical, State, Religious, Cultural, US Military.

Political Flags: A maximum of (2) political flags may be placed at a residence (not on vacant lots) for 45 calendar days prior to election day and no longer than 7 days after election day. They must be no larger than 3' by 5' and may be flown from short flag poles mounted to decks, porches, docks, trees, etc. However, no more than a total of (2) flags and (1) garden flag of any type may be flown at a time on a resident's property.

**A maximum of (2) total political flags/signs may be displayed at any one time at a residence.**

All other flags require approval of the Architectural Committee prior to placement.

### **Interaction between Board of Directors and Architectural Committee**

The Architectural Committee will present a report to the VEPOA Board of Directors at each meeting of the Board. The Architectural Committee will coordinate with the Board on all matters concerning activities of the committee that involve services of an attorney. The committee will inform the board of situations pertaining to the committee's actions that have caused dissatisfaction of a lot owner.



## Additional Covenant Interpretations and Guidelines :

### Board of Directors Jurisdiction

The Board of Directors has jurisdiction over the following items. Please contact the President to discuss.

#### **Greenbelt crossings**

Whenever it is necessary to cross a Greenbelt with a trench for water, electric, septic, etc., the crossing must be marked at both sides of the Greenbelt. The markers must be made of pressure treated two by fours, 4 feet long and are to be 18 inches into the ground. The top of the markers are to be painted white for 12 inches and then the type or types of the services that are buried are to be shown in black letters. These are permanent markers and are not to be removed.

Overhead electrical services are not allowed.

The Board of Directors must approve all Greenbelt crossings.

#### **Covenant #1 Lots**

Each lot shall constitute a residential building site and shall be used for residential purposes only. The lay of the lots shown on the recorded plats herein above referred to shall be substantially adhered to: provided, however, the size and shape of any lot may be altered so long as it no lot or group of lots are re-subdivided to produce a greater number of lots.

#### **Combining lots**

The Village East Board of Directors, at a special board meeting on July 27, 1994, voted to allow the combining of lots with a limit of two lots, under special conditions as noted below.

Term "combining lots" in this case means that the owner of two adjacent lots can legally combine them by having the deed of one of the lots made void and the property of this lot combined in a new deed which must be listed with the Bedford County clerk. The new deed must indicate that, once combined, the lots cannot be uncombined.

### **Combining to meet county requirements, septic, water, etc.**

Each property will be charged the normal villages do use until a home is constructed and a Certificate of Occupancy is granted by the County. At this time, the dues will be adjusted to the same amount as is paid by all owners who have a lot with a home. Construction cannot be started until the deed is listed with the County Clerk and when all other approvals have been accepted.

### **Combining to increase lot size**

Same as above.

### **Combining to increase lot size after a home is built**

Each of the two properties will be charged the normal Village East dues until a new deed is recorded. At this time, the dues for the new combined lot with a house will be adjusted to the fee of 1 lot with a house.

## **Covenant #4 Use**

*No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which maybe, or become an annoyance or nuisance to the neighborhood. Only usual household pets will be allowed on the premises and such pets shall be restricted to the lots and will not be allowed to run at large. No trade materials or inventories may be stored and no trucks or tractors, or inoperative vehicles, may be used, stored or regularly parked on the premises. No motor homes, trailers or camping trailers may be occupied or stored on the premises, except that the owner of a **residence** may park (1) such unoccupied motor home, trailer or camping trailer on his property providing it does not obstruct, or distract from the view of other property owners. No business activity of any kind, which shall include but not be limited to the use of any residence as a professional office of any kind, a rooming house, or an antique or gift shop, shall be carried on upon the lot.*

### **Interpretation:**

The definition of trailer is to include any towable vehicle including utility, RV, motorhome, camper trailer, and boat trailer. Trailers as described may not be parked on any roads or right of ways in Village East except for loading and unloading purposes. The one trailer may be stored at the owner's residence. as long as it does not obstruct or distract from the view of other property owners as defined in the Covenants. Trailers may not be stored on vacant lots, as the Covenants do not allow this because a Vacant Lot is not a residence.

Construction equipment (bobcats, excavators, etc. ) is not allowed to be kept on a premises except during an active project. Storage of such equipment on a lot is not acceptable.

When the Covenants were written, it would have been rare for someone to work out of their home. Today, it is extremely common and would be impossible to monitor. So long as the public is not allowed to come to the premises on a regular basis, we consider home offices to be acceptable. Examples: Consultants, Accountants, Online Businesses (without significant inventory and deliveries), Tele-work Arrangements. However, anything more than an office is unacceptable as per the Covenant.