

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STONERIDGE AT BENT MOUNTAIN

This Declaration is made this 1st day of December, 2020, by the Members/Lot Owners of Lots in Stoneridge at Bent Mountain.

WITNESSETH,

Whereas the original Declaration for Stoneridge at Bent Mountain dated July 22, 2003 was recorded in the Circuit Court Clerk's office for Roanoke County, Virginia as Instrument number 200317471, and amended September 2, 2003 as Instrument number 200324634; and

Whereas, the Members, pursuant to Article IX, Section 6 have voted to amend the Declaration and to Restate its provisions in their entirety, superceding all provisions of the original Declaration as hereinafter set forth.

Now, therefore, the Members, together with the duly elected members and officers of the Executive Board for Stoneridge at Bent Mountain hereby declare, the Property, being Lots 1 through 34, inclusive, as more particularly shown on plat of Stoneridge at Bent Mountain, Section One, prepared by Balzer and Associates, dated September 1, 2002 and recorded in the aforesaid Clerk's Office in Plat Book 22 page 152, shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements which are enacted for the purpose of protecting the value and desirability of said property and shall run with the title to said property and be binding on all parties holding an interest in same, their heirs, successors and assigns and shall inure to the benefit of each owner.

**Article I - Definitions**

The following terms, as used in this Declaration shall have the following meanings:

- (a) "Association" shall mean and refer to Stoneridge at Bent Mountain Property Owners Association, Inc., its successors and assigns.
- (b) "Common Elements" shall mean and refer to all real property and interests in real property (including easements) owned by the Association.
- (c) "Declarant" shall mean and refer to Stoneridge at Bent Mountain, LLC, its successors and assigns, if such successors or assigns shall acquire more than one undeveloped lot.
- (d) "Declaration" shall mean and refer to this Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Stoneridge at Bent Mountain recorded as Instrument No. \_\_\_\_\_ in the office of the Clerk of the Circuit Court of Roanoke County, Virginia.
- (e) "Development" shall mean and refer to the Property, together with any additional property annexed and subjected to the provisions of this Declaration in accordance with this

Declaration.

(f) "Dwelling" shall mean and refer to any structure constructed on a Lot and used or intended for use for residential purposes.

(g) "Executive Board" shall mean and refer to the executive board or board of directors of the Association, as appointed or elected in accordance with this Declaration and the Articles of Incorporation and Bylaws of the Association.

(h) "Institutional Lender" shall mean and refer to banks, savings and loan associations, insurance companies or other firms or entities customarily providing loans secured by first liens on residential property.

(i) "Lot" shall mean and refer to a numbered lot or parcel of land shown upon any recorded subdivision map of the Development. The Development shall initially include thirty four (34) Lots, as shown on the recorded plat of the Property.

(j) "Member" shall mean and refer to every Owner of a Lot who shall be entitled to membership in the Association, and as such entitled to one vote for each lot owned. Declarant shall be a member but shall not be entitled to vote in any Association business in exchange for the Association's waiver of Declarant's obligation to pay dues to the Association.

(k) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot in the Development, but excluding those having an interest in a Lot solely as security for an obligation.

(l) "Conduct of Meetings" The President, who shall be a Director of the Executive Board, shall preside over all meetings of the Board of Directors and the Secretary who may be but does not have to be a Director shall keep a minute book of the Board of Directors recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings. The then current edition of Robert's Rules of Order shall govern the conduct of the meetings of the Board of Directors when not in conflict with the Declaration or the Articles.

## Article II - Use Restrictions

Section 1. Land Use. Lots may be used only for residential purposes by a single family. Renting or leasing of any part or portion of the owners property, which is deemed to include the primary dwelling, the garage, any outbuildings or storage sheds, as well as the lots itself, is prohibited. Renting or leasing is defined as the regular or periodic payment to the owner for use of the property, as hereinabove defined. Renting is also deemed to include occupancy of the property by anyone other than owners' immediate family.

Section 2. Resubdivision. No Lot shall be subdivided without the prior written consent of Declarant.

Section 3. Trees. No living tree over 8" in diameter, measured at four feet above the ground, shall be cut or otherwise intentionally killed on any Lot, except for trees located inside

or within thirty feet of the foundation of a proposed dwelling or other structure, and trees located within the necessary area of a driveway or septic system. Normal and necessary pruning and removal of dead limbs shall be allowed.

Section 4. Prohibited Structures. No structure of a temporary character shall be constructed, installed or allowed to remain on any Lot. No outside clothesline or similar structure shall be allowed on any Lot unless screened in such a manner that it is not visible from any street or any other Lot.

Section 5. Storage Tanks. Any storage tank for propane or other fuel or substance shall be buried or screened so that it is not visible from any street or other Lot.

Section 6. Signs. Except as required by law, no billboard, sign, poster or notice of any kind shall be erected or allowed to remain on any Lot. Notwithstanding the foregoing, the name of the Owner and the street address of the Lot may be posted on the mailbox, and one "For Sale" sign per Lot shall be allowed. Also, entrance signs for the Development may be installed and maintained as provided in Article IV, Section 1 below.

Section 7. Trash and Garbage Containers: Unused Equipment. Trash, garbage and other refuse of any kind shall not be kept on any Lot except in sanitary containers. Except on the night before and the day in which trash is being picked up by a commercial hauler or governmental service, any such container shall be screened so that it is not visible from any street or other Lot. Unused equipment, apparatus or clutter of any kind shall not be kept or allowed to remain on any Lot.

Section 8. Vehicles. Boats and Trailers. No motor vehicle shall be parked on any Lot in a location that is visible from any street or any other Lot unless there is displayed on such vehicle a currently valid license tag and state vehicle inspection sticker. No boat, camper, bus, motor home, recreational vehicle of any sort, tractor trailer or other trailer of any sort shall be parked on any Lot in a location that is visible from any street or any other Lot.

Section 9. Animals. No animals, livestock or poultry of any kind shall be kept or maintained on any Lot or in any Dwelling, except that (a) dogs, cats and other household pets may be kept or maintained for noncommercial purposes, provided that any dog must be kept on a leash when not on the Owner's Lot, and (b) horses may be kept or maintained in accordance with all applicable laws, ordinances and other governmental requirements.

Section 10. Nuisance. No unlawful activity shall be conducted or allowed on any Lot, nor shall anything be done thereon which shall cause or constitute a nuisance to the Development or any Owner.

Section 11. Leasing.

a. "Leasing," as used in this Declaration shall be synonymous with "renting". Leasing is only permitted if the entire property is leased for residential purposes and for a term of six (6) months or longer.

b. The owner must provide the Executive Board with a copy of the tenant application

used when the tenant was selected by the owner. The Executive Board shall have the right to review and approve the tenant, which approval shall not be unreasonably withheld. All leases must be in writing and signed copies furnished with the application.

- c. Leasing of the property is deemed to include the residence, garage, outbuilding if any and the lot.

All leases shall provide that the owner/landlord will provide the tenant with a copy of the Declaration and any amendments, the Bylaws as well as any Rules or Regulations passed by the Executive Board. The lease shall further provide that the tenant is bound by all provisions in the Stoneridge documents and the Executive Board will hold the owner responsible for the actions of their tenants.

- e. Any lease providing for less than a six (6) month terms, shall be treated as a tenancy at will, in violation of this Declaration and shall be grounds for the Owner of the Executive Board to file suit to have the tenant evicted, as a violation of these Covenants.

#### Article Section 12. Home -Based Business.

- a. Consistent with the requirements of Virginia Code Section 55.1-1821, lots may be used for the operation of a home-base business withing the residence so long as:
  - i. The operation of the business is not apparent by sight, sound or odor from outside the residence.
  - ii. The activity conforms with all applicable County ordinances, including zoning.
  - iii. No door to door solicitations within Stoneridge are conducted by the business.
  - iv. Conduct of the business does not increase traffic within Stoneridge or involves the coming and going of clients, customers and/or suppliers to and from the residence.
  - v. There are no employees of the business other than members of owners' family.
  - vi. The business is consistent with residential character of the neighborhood and does not constitute a nuisance or is in any offensive to the other residents of Stoneridge.
- b. No trade, business, or other activity shall be conducted on a lot without the written consent of the Executive Board, which will not be unreasonably withheld. The terms, business, trade or hobby shall be construed to have their ordinary meaning and shall include any work or activity undertaken on a regular basis which involves provision of

goods or services to persons other than owner's family and for which a fee or other compensation received,

- i. regardless of whether the activity is full or part-time,
  - ii. whether it generates a profit
  - iii. ii or whether a license is required.
- c. No garage sale, moving sale, rummage sale, or similar activity shall be conducted without first securing consent from the Executive Board.

### **Article III - Architectural and Construction Requirements**

Section 1. Type and Construction of Buildings. Not more than one Dwelling shall be constructed or allowed to remain on each Lot. The Dwelling must be substantially constructed on site, and no mobile home, manufactured home or modular home shall be allowed on any Lot. Any outbuilding or other structure on a Lot must be designed and constructed in a manner that is architecturally compatible with the Dwelling on such Lot.

Section 2. Dwelling Size. The Dwelling on a Lot shall have the following minimum area of enclosed, heated floor space, exclusive of the area of any attic, basement, porch, garage or space over a garage:

Single-story Dwelling - 1800 square feet

One and one-half or two-story Dwelling - 2400 square feet

Section 3. Exterior Materials. Only the following described exterior materials shall be allowed on any Dwelling or outbuilding in the Development.

(a) Exposed Foundation. The portion of the foundation that is visible above ground shall be brick or stone. No exposed concrete or cinder blocks shall be allowed.

(b) Siding. The siding shall be natural stone, brick veneer, horizontal wood boards, wood shakes, hardiplank or equivalent material with the appearance of wood. The color of the siding shall be natural, wood tone or earth tone. Vinyl and similar materials are not allowed for siding.

(c) Roof. The roof shall be asphalt or fiberglass shingles or equivalent (rated for 25 years or better), wood shakes, slate or standing seam metal.

(d) Trim. The trim shall be wood, hardiplank or equivalent material with the appearance of wood. Vinyl is allowed for soffits and fascia only. The trim may be any color that is architecturally compatible with the color of the siding.

Section 4. Driveways. All portions of any driveway on any Lot that are visible from any street or road shall be constructed and finished with a hard surface.

Section 5. Fences. Any fence must be constructed of wood or durable synthetic material. Chain link fences are not allowed.

Section 6. Antennas and Satellite Dishes. Any exterior antenna, aerial, satellite dish or other apparatus for the reception of television, radio, satellite or other signals of any kind on any Lot (hereinafter referred to as an "antenna") shall be installed in a location that is not visible from any street or road, or shall be screened with landscaping so as not to be visible from any street or road, or shall be of a color that blends into the background against which it is installed.

No antenna larger than one (1) meter in diameter shall be allowed. This Section shall be interpreted to be as restrictive as possible without violating applicable federal law and regulations.

Section 7. Docks on Lots 2-9. The Owner of each of Lots 2-9 shall be allowed to construct and maintain one wooden dock not exceeding 40 square feet in size on the portion of such Owner's Lot located within or along the edge of the pond, as shown on the recorded plat of the Property. No portion of any such dock shall encroach on another Owner's Lot and no other docks shall be allowed on or around such pond. The Owner of each such Lot with a dock shall be responsible for maintaining such Owner's dock in good condition.

#### **Article IV - Common Elements, Easements**

Section 1. Common Elements. The Common Elements shall consist solely of that "Sign Easement" located on each side of Cobble Lane at its intersection with Mill Creek Road (Va. Sec. Rte. 889), as shown on the recorded plat of the Property, together with the signs now or hereafter located in such easements, and in any streetlights installed along the streets within the Development. The Association shall maintain, repair and, as necessary, replace such easements, signs and streetlights, and any other Common Elements conveyed to or acquired by the Association. The Association shall be responsible for payment of any charges for electricity or other utilities necessary for the operation of the Common Elements, and for any property taxes assessed against the Common Elements. All such maintenance, repair and other expenses incurred by the Association with respect to such easements, signs, streetlights and any other Common Elements shall be assessed equally against all Lots in the Development. Each Owner shall have a right of enjoyment in and to the Common Elements, which shall be appurtenant to and shall pass with the title to such Owner's Lot, subject to: (a) any reasonable rules and regulations adopted by the Association; (b) the rights of any utility company or governmental authority with respect to the street lights or the rights of way in which any such street lights are located; (c) any easements or encumbrances now of record or shown on recorded plat; and (d) any easements hereafter granted by the Association to any public agency or authority, or public or private utility, for such purposes and subject to such conditions as Declarant or the Executive Board of the Association, as the case may be, shall deem appropriate.

Section 2. Storm Water Easements. "Storm Water Management Easement" located on portions of Lots 2-9, and that "15' S.W.M.A.E." (Storm Water Management Access Easement) located along the boundary between Lots 2 and 9, as shown on the

recorded plat of the Property. The Association shall maintain and use such easements for storm water management purposes, in accordance with applicable governmental requirements. All expenses incurred by the Association for such maintenance shall be assessed in eight equal portions against Lots 2-9, one eighth of the total against each such Lot. No person or entity shall have any right to use or to go upon any portion of such easements, except as authorized by the Association for storm water management purposes; provided that this limitation shall not restrict the rights of the Owners of Lots 2-9 to use the portions of their respective Lots located within such easements, so long as such use does not conflict with or impair storm water management by the Association.

Section 3. Other Easements. Easements for installation and maintenance of utilities (including cable television service) and drainage facilities, as shown on any recorded plat of any portion of the Development, are reserved by the Association and granted to such other persons or entities as indicated on said plats or in any easement instrument.

## **Article V- Membership**

Section 1. Membership. As provided in the Articles of Incorporation of the Association, the Owner of each Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of the Lot. Each Lot shall have one vote on all matters that are subject to a vote of the Members.

## **Article VI- ARCHITECTURAL REVIEW COMMITTEE**

- (a) An Architectural Review Committee (hereinafter Committee) consisting of three persons shall be appointed by the Executive Board to review all plans and specification for improvements to all Lots, and shall be given authority to make final decisions on all matters relating to the Covenants, Conditions and Restrictions. The three Committee members shall be appointed by the Executive Board for terms of two years each, with one of the three being initially named for one year, so that the terms are staggered. A Committee member must be a Lot Owner to be elected.
- (b) All plans and specifications for any structure or improvement to be erected on or moved upon or to any Lot, and the proposed location of any Lot, the construction materials, the roof and exterior color scheme, any remodeling, reconstruction, alterations, or additions on any Lot shall be subject to and shall require the approval in writing of the Architectural Review Committee (hereinafter called "Committee"), before any such work is commenced. Plans shall be prepared in a format and with specifications as required by the Committee.
- (c) There shall be submitted to the Committee two (2) complete sets of plans and specifications for any and all proposed improvements, and no structures or improvements of any kind shall be erected, altered, placed or maintained upon any Lot unless and until the final plans, elevations and specifications therefor have received such written approval as herein provided. The corners of all improvements must be staked on the lot or the lots prior to submission of plans and specifications to

the Committee for approval.

- (d) The Committee shall approve or disapprove the plans and specifications within fifteen (15) days from the receipt thereof. One (1) set of plans and specifications with the approval or disapproval, endorsed thereon, shall be returned to the person submitting them and on the other copy thereof shall be retained by the Committee for its files.
- (e) The Committee shall have the right to disapprove any plans and specifications submitted to it in the event the same are:
  - i. not in accordance with all of the provisions of these Covenants, Conditions and Restrictions;
  - ii. if the design is not in harmony with the general surroundings of such Lot or with adjacent buildings or structures;
  - iii. if the plans and specifications submitted are incomplete;
  - iv. in the event that the Committee determines the plans, specifications, or any part thereof, to be contrary to the interest, welfare, or rights of all or any party of the Property, or the Lot owners. The decisions of the Committee shall be final and the basis of the denial shall be provided in writing to the Lot Owner.
- (f) Neither the Committee nor any architect who may be involved on behalf of the Committee shall be liable 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, nor for any violation of any state or local code of ordinance.
- (g) The Committee shall have the power and authority to allow deviations in the requirements of these Architectural requirements.
- (h) The plans and specifications to be submitted to the Committee may be required to include the following:
  - (i) Site plan, showing the location of all buildings, drives, walkways, decks, fences, patios, and landscaping areas. Any future change or addition to the original plan approved by the Committee must be resubmitted to the Committee for approval. This includes exterior color changes and changes in landscape;
  - (2) Elevation plans of front, back, and both sides of proposed improvements, showing the type of materials to be used for the roof, siding, foundation and windows: and further indicating the roof pitches;
  - (3) A dimensional floor plan;
  - (4) A schedule of materials to be used on the exterior of the house and the finish color of that material;



- (5) The name of the proposed builder of the residence, who should be registered, licensed and in good standing with the State Board of Contractors;
- (6) A landscaping plan, showing proposed landscaping. It is desirable that any plan minimize the number of healthy trees to be removed and that the trees and other plantings be placed so as not to interfere with or obstruct sight at intersections. Shrubs and final plantings should be completed not later than one year after the completion of house. Plantings should also be maintained, with dead plantings removed. Committee reserves the right to specify what trees must be retained. Driveway must be constructed to conform to the existing standards of the Virginia Department of Highways;
- (7) Any non-conforming improvement must be corrected or re-installed correctly within 30 days, and the expense thereof shall be paid by the subject Lot owner and the Association may record a lien setting forth said expense among Roanoke County land records against the subject Lot and its owner;
- (8) Any driveway must be blacktopped within nine months from the date of issuance of the certificate of occupancy on the subject lot.

## **Article VII - Assessments**

Section 1. Creation of Lien and Personal Obligation for Assessments. Each Owner of a Lot, WITH THE EXCEPTION OF THE DECLARANT, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) annual assessments as provided for in this Declaration; (b) special assessments approved by the Owners as provided in this Declaration; (c) charges against the Owner for damage to the Common Elements resulting from the negligence of such Owner, or any family member, guest, invitee or tenant of the Owner; and (d) all late charges, interest, fines and other charges provided for in this Declaration or applicable law, together with collection costs and reasonable attorney fees. With respect to Lots 2-9 as shown on the recorded plat of the Development, to pay storm water management assessments as provided for in this Declaration, and each Owner of any such Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay such storm water management assessments. All such assessments and other amounts shall be a charge and continuing lien upon the Owner's Lot, and shall also be a personal obligation of the Owner. The lien shall run with the title to the Lot, but the personal obligation shall not pass to the Owner's successors in title unless expressly assumed by such successor(s).

Section 2. Initial Capital Contribution. In addition to the assessments provided for above, at the time of the initial sale of each Lot by Declarant, the purchaser shall pay to the Association an initial working capital contribution in the amount of Two Hundred Dollars (\$200.00). Such payments shall be placed in a working capital reserve and, in the discretion of the Executive Board, may be used for operating expenses or retained for contingencies or other future expenditures.

Section 3. Purpose and Use of Assessments. All monies collected by the Association shall be treated as the separate property of the Association, and such monies shall be applied by the Association to the proper undertaking of the duties and functions

imposed upon it by this Declaration, the Articles of Incorporation or the Bylaws of the Association. Monies paid to the Association by any Lot Owner may be commingled with monies paid to the Association by the other Lot Owners.

Section 4. Annual Assessments. Annual assessments shall be levied by the Association for maintenance of the Common Elements, including the entrance signs and streetlights, and payment of utility charges and property taxes with respect thereto, and procurement of the services of accountants, attorneys and others as necessary or appropriate for the Association to carry out its duties and functions. Annual assessments commenced on January 1, 2003 as to all Lots shown on a recorded plat of the Development. Annual assessments for any Lots subsequently added to the Development shall commence on the first day of the month following the recording of the plat showing such Lots, and a prorated amount shall be due for the remainder of the year in which the plat is recorded. Annual assessments shall be fixed at a uniform rate for all Lots, excluding Lots owned by Declarant, which shall be exempt. The maximum annual assessment for each Lot for 2003 shall be Four Hundred Dollars (\$400.00). The maximum annual assessment for 2004 and for each calendar year thereafter shall be established by the Executive Board, and may be increased each year, without approval by the Members, by an amount not to exceed twenty five percent (25%) of the maximum annual assessment for the previous year. The maximum annual assessment for any year may be increased by more than twenty five percent (25%) of the maximum annual assessment for the previous year only upon approval by Owners with sixty seven percent (67%) of the votes in the Association, by written consent or at a meeting duly called for that purpose.

Section 5. Notice and Due Dates of Annual Assessments. The Executive Board shall set the amount of the annual assessments and shall send written notice thereof to every Owner. The annual assessment may be collected in one or more installments and with such due dates as shall be determined by the Executive Board. For any year, the Executive Board may set the actual annual assessment at an amount less than the maximum annual assessment provided for herein. If the actual annual assessment set for a particular year is less than the maximum annual assessment for that year, the Executive Board shall have authority to approve a supplemental assessment.

Section 6. Storm Water Management and Pond Assessments. Assessments shall be levied against Lots 2-9 as and when needed by the Association for storm water management purposes required by this Declaration or by applicable governmental requirements with respect to the Storm Water Management Easement located on portions of Lots 2-9, as shown on the recorded plat of the Development. Further, upon the request of the Owner of any of Lots 2-9 and approval by the Owners of at least five (5) of such Lots, the Association may levy assessments against Lots 2-9 for the purpose of performing additional maintenance or repairs to the pond located within such easement. All assessments under this Section 7 shall be fixed at a uniform rate for each of Lots 2-9. The Executive Board shall set the amount of any such assessment and shall send written notice thereof to the Owner of each of Lots 2-9, with a due date as shall be determined by the Executive Board.

Section 7. Special Assessments. In addition to the annual and storm water management assessments provided for herein, the Association may levy special assessments for the purposes of acquisition, construction, repair or replacement of Common Elements, including fixtures and equipment related thereto; provided that any such special assessment

must be approved by the Executive Board, and by Owners with sixty seven percent (67%) of the votes in the Association by written consent or at a meeting duly called for that purpose. All special assessments shall be fixed at a uniform rate for all Lots; provided that Declarant shall not be required to pay any special assessment on any of its Lots.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment or installment thereof, or any other charge due to the Association, that is not paid by the due date shall be subject to a late charge as established by the Executive Board from time to time, and shall bear interest from the due date at the rate of eighteen percent (18%) per annum or the highest rate allowed by law, whichever is less. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien created herein against the property. The amount due to the Association shall include late charges, interest, collection costs and reasonable attorney fees for representation of the Association. No Owner may waive or otherwise avoid liability for the assessments provided for herein by any means, including without limitation abandonment of such Owner's Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the Association provided for herein shall be subordinate to the lien of any first mortgage or deed of trust held by an Institutional Lender. The sale or transfer of a Lot shall not affect the lien of the Association, except that a sale or transfer pursuant to a foreclosure or in lieu of foreclosure of a first mortgage or deed of trust held by an Institutional Lender shall extinguish the lien of the Association as to any amount that became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot or the Owner thereof from liability for any assessments thereafter becoming due or from the lien thereof, but the lien of the Association shall continue to be subordinate to the lien of any first mortgage or deed of trust.

Section 10. Status of an Owner's Assessments. Upon request by any Owner and payment of a reasonable charge, the Association shall furnish a certificate signed by an officer of the Association stating whether any assessments or other amounts are due and owing by such Owner to the Association, along with the amount and due date of any assessment or installment thereof that has been established but is not yet due. Although all funds and other assets of the Association shall be held for the benefit of the Owners, no Owner shall have the right to assign, hypothecate, pledge or in any manner transfer an interest therein, except as an appurtenance to such Owner's Lot. When a Lot Owner shall cease to be an Owner by reason of divestment of ownership of a Lot, by whatever means, the Association shall not be required to account to such Owner for any share of the funds or assets of the Association.

### **Article VIII - Annexation of Additional Property**

Section 1. Annexation by Declarant. Declarant reserves the right, but shall not be obligated, to expand the Development from time to time by annexation of the additional land known as Phase 2 and more particularly shown on plat prepared by Balzer & Associates, dated September 17, 2002, showing "Remaining 39.323 acres," recorded in the aforesaid Clerk's Office as Instrument No. 2003141410. Any such annexation shall be accomplished by recording a Supplemental Declaration in the Circuit Court Clerk's Office describing said property. Upon the recordation of any such supplemental declaration, the definitions used in this Declaration shall be expanded automatically to encompass and refer to the Development as expanded, and the supplemental declaration may add, delete, or modify provisions of this Declaration as it applies to the property being annexed.

It is expressly acknowledged and agreed by the Declarant on behalf of John Atkinson, as well as any future owner of the Developer entity, Stoneridge at Bent Mountain LLC, that while the remaining 39.323 acres also known as Phase II and shown on the above described Balzer plat, while not yet a part of the Stoneridge at Bent Mountain property is anticipated to be added to said community as a part of the development. As evidenced by his joinder to this Declaration, Declarant acknowledges and agrees that any future development of that property will be bound by this Declaration as if already a part of the community and any variation would require the approval of 67% of the owners.

Section 2. Annexation by Owners. Additional property may be annexed into the Development at any time upon approval by Owners with not less than sixty seven percent (67%) of the votes in the Association, by written consent or at a meeting duly called for that purpose. Any such annexation must be signed by officers of the Association or by the required percentage of Owners and be properly recorded.

### **Article IX - Rights of Institutional Lenders**

Section 1. Obligation of Association to Institutional Lenders. So long as any Institutional Lender shall hold any first lien upon any Lot, or shall be the Owner of any Lot, such Institutional Lender shall have the following rights: (a) to inspect the books and records of the Association during normal business hours and to be furnished with at least one copy of the annual financial statement of the Association, prepared by a certified public accountant designated by the Executive Board of the Association; (b) to be given notice by the Association of the call of any meeting of the membership to be held for the purpose of considering any proposed amendment to this Declaration or the Articles of Incorporation or Bylaws of the Association, or of any proposed abandonment or termination of the Association; (c) to receive notice of any condemnation of the Common Elements or any portion thereof; (d) to receive notice of any substantial damage to the Common Elements; and (e) to have the right to approve of any alienation, release, transfer, hypothecation or other encumbrance of the Common Elements, other than those specific rights vested in the Association under Article IV hereof.

Section 2. Requirements of Institutional Lender. Whenever any Institutional Lender desires to avail itself of the provisions of this Article, it shall furnish written notice thereof to the Association by certified mail at the address shown in the Articles of Incorporation identifying the Lot or Lots upon which any such Institutional Lender holds any first lien or identifying any Lot or Lots owned by such Institutional Lender and such notice shall designate the place to which notices, reports or information are to be given by the Association to such Institutional Lender.

### **Article X - General Provisions**

Section 1. Sanctions for Violations. Sanctions for violation of the provisions of this Declaration, or the Article of Incorporation, Bylaws, or any rule or regulation established by the Association, may include: (a) monetary fines; and/or (b) suspension of the voting rights and/or the rights of any Owner to use the Common Elements until all assessments, fines and other charges against such Owner's Lot have been paid; provided, however, that no Owner shall be denied access to such Owner's Lot.

Section 2. Enforcement. The Association, and each Owner shall have the right to

enforce the provisions of this Declaration. Failure to enforce any provision hereof shall not be deemed a waiver of the right to do so thereafter. The Association shall have the right to request that law enforcement, public safety and animal control officers come into the Development to facilitate the enforcement of the laws, codes and ordinances of any governmental authority.

Section 3. Application of Restrictions. The covenants, conditions, restrictions and easements herein shall apply only to the Development and not to any other property owned by Declarant. Nothing contained herein shall preclude Declarant from altering the size or boundaries of any Lot owned by Declarant, or the location of any streets or roads other than such portions of such streets or roads as abut the Lots.

Section 4. Waiver or Consent to Violations. Declarant may waive or consent to any violation of the foregoing restrictions by appropriate instrument in writing.

Section 5. Severability. The invalidation of any provision of this Declaration by judgment or court order shall not affect any other provisions hereof, all of which shall remain in full force and effect.

Section 6. Term: Amendments. The provisions of this Declaration shall run with the title to the Lots, and bind each Owner, for a term of thirty (30) years from the date this Declaration is recorded, and shall thereafter be automatically extended for successive periods of ten (10) years. This Declaration may be amended by a vote of Owners with not less than sixty seven percent (67%) of the votes in the Association, by written consent or at a meeting duly called for that purpose. Any amendment must be signed by officers of the Association or by the required percentage of Owners and be properly recorded.

WITNESS WHEREOF, the Declarant has caused this instrument to be duly executed, the day and year first above written.

STONERIDGE AT BENT MOUNTAIN

**Lot 7, Stoneridge at Bent Mountain**

\_\_\_\_\_(SEAL)  
PAUL RICHARDS

\_\_\_\_\_(SEAL)  
ERIN RICHARDS

STATE OF VIRGINIA

CITY/COUNTY OF \_\_\_\_\_ TO-WIT:

The foregoing instrument was acknowledged before me this day \_\_\_\_\_, 2020, by PAUL RICHARDS AND ERIN RICHARDS.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:  
Notary Registration Number:

**Lot 4, Stoneridge at Bent Mountain**

\_\_\_\_\_(SEAL)  
VINCE HATCHER

\_\_\_\_\_(SEAL)  
TINA HATCHER

STATE OF VIRGINIA

CITY/COUNTY OF \_\_\_\_\_ TO-WIT:

The foregoing instrument was acknowledged before me this day \_\_\_\_\_, 2020, by VINCE AND TINA HATCHER.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:  
Notary Registration Number:

**Lot 6, Stoneridge at Bent Mountain**

\_\_\_\_\_(SEAL)  
HARDY BRYANT

\_\_\_\_\_(SEAL)  
SUZANNE BRYANT

STATE OF VIRGINIA

CITY/COUNTY OF \_\_\_\_\_ TO-WIT:

The foregoing instrument was acknowledged before me this day \_\_\_\_\_, 2020, by HARDY ANS SUZANNE BRYANT.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:  
Notary Registration Number:



**Lot 5, Stoneridge at Bent Mountain**

\_\_\_\_\_(SEAL)  
TOM DOWDY

\_\_\_\_\_(SEAL)  
JANE DOWDY

STATE OF VIRGINIA

CITY/COUNTY OF \_\_\_\_\_ TO-WIT:

The foregoing instrument was acknowledged before me this day \_\_\_\_\_, 2020, by TOM AND JANE DOWDY.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:  
Notary Registration Number:

**Lot 9, Stoneridge at Bent Mountain**

\_\_\_\_\_(SEAL)  
LESLIE HARROP

STATE OF VIRGINIA

CITY/COUNTY OF \_\_\_\_\_ TO-WIT:

The foregoing instrument was acknowledged before me this day  
\_\_\_\_\_, 2020, by LESLIE HARROP.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:  
Notary Registration Number:

**Lots 1, 2 and 3, Stoneridge at Bent Mountain**

\_\_\_\_\_(SEAL)  
STEVE HANES

\_\_\_\_\_(SEAL)  
PATTI HANES

STATE OF VIRGINIA

CITY/COUNTY OF \_\_\_\_\_ TO-WIT:

The foregoing instrument was acknowledged before me this day \_\_\_\_\_, 2020, by STEVE AND PATTI HANES.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:  
Notary Registration Number:

**Lot 11, Stoneridge at Bent Mountain**

\_\_\_\_\_(SEAL)  
GEORGE KOVATS

\_\_\_\_\_(SEAL)  
ANN KOVATS

STATE OF VIRGINIA

CITY/COUNTY OF \_\_\_\_\_ TO-WIT:

The foregoing instrument was acknowledged before me this day \_\_\_\_\_, 2020, by GEORGE AND ANN KOVATS.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:  
Notary Registration Number:

**Lot 14, Stoneridge at Bent Mountain**

\_\_\_\_\_(SEAL)  
BARRY REGAN

\_\_\_\_\_(SEAL)  
MONICA REGAN

STATE OF VIRGINIA

CITY/COUNTY OF \_\_\_\_\_ TO-WIT:

The foregoing instrument was acknowledged before me this day \_\_\_\_\_, 2020, by BARRY AND MONICA REGAN.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:  
Notary Registration Number:

**Lot 15, Stoneridge at Bent Mountain**

\_\_\_\_\_(SEAL)  
JIMMY PEDIGO

\_\_\_\_\_(SEAL)  
LISA PEDIGO

STATE OF VIRGINIA

CITY/COUNTY OF \_\_\_\_\_ TO-WIT:

The foregoing instrument was acknowledged before me this day \_\_\_\_\_, 2020, by JIMMY AND LISA PEDIGO.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:  
Notary Registration Number:

**Lot 31, Stoneridge at Bent Mountain**

\_\_\_\_\_(SEAL)  
MATHEW BUSHMAN

STATE OF VIRGINIA

CITY/COUNTY OF \_\_\_\_\_ TO-WIT:

The foregoing instrument was acknowledged before me this day  
\_\_\_\_\_, 2020, by MATHEW BUSHMAN.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:  
Notary Registration Number:

**Lot 24, Stoneridge at Bent Mountain**

\_\_\_\_\_(SEAL)  
ALLEN PRINCE

\_\_\_\_\_(SEAL)  
KAROLINE PRINCE

STATE OF VIRGINIA

CITY/COUNTY OF \_\_\_\_\_ TO-WIT:

The foregoing instrument was acknowledged before me this day \_\_\_\_\_, 2020, by ALLEN AND KAROLINE PRINCE.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:  
Notary Registration Number:



**Lot 25, Stoneridge at Bent Mountain**

\_\_\_\_\_(SEAL)  
ROBERT POLLARD

\_\_\_\_\_(SEAL)  
DIANE POLLARD

STATE OF VIRGINIA

CITY/COUNTY OF \_\_\_\_\_ TO-WIT:

The foregoing instrument was acknowledged before me this day \_\_\_\_\_, 2020, by ROBERT POLLARD AND DIANE POLLARD.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:

Notary Registration Number:

**Lots 26 and 27, Stoneridge at Bent Mountain**

\_\_\_\_\_(SEAL)  
SEAN LAWSON

\_\_\_\_\_(SEAL)  
ASHLEY LAWSON

STATE OF VIRGINIA

CITY/COUNTY OF \_\_\_\_\_ TO-WIT:

The foregoing instrument was acknowledged before me this day \_\_\_\_\_, 2020, by SEAN AND ASHLEY LAWSON.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:  
Notary Registration Number:

**Lots 18 and 19, Stoneridge at Bent Mountain**

\_\_\_\_\_(SEAL)  
STEPHEN WACHNOWSKY

\_\_\_\_\_(SEAL)  
KAREN WACHNOWSKY

STATE OF VIRGINIA

CITY/COUNTY OF \_\_\_\_\_ TO-WIT:

The foregoing instrument was acknowledged before me this day

\_\_\_\_\_, 2020, by STEPHEN AND KAREN WACHNOWSKY.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:

Notary Registration Number:

**Lot 34, Stoneridge at Bent Mountain**

\_\_\_\_\_(SEAL)  
JONATHAN O'MEARA

STATE OF VIRGINIA

CITY/COUNTY OF \_\_\_\_\_ TO-WIT:

The foregoing instrument was acknowledged before me this day  
\_\_\_\_\_, 2020, by JONATHAN O'MEARA.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:  
Notary Registration Number:

**Lots 8, 10, 12, 13, 16, 17, 20, 21, 22, 23, 28, 29, 30, 32 and 33 Stoneridge at Bent Mountain**

\_\_\_\_\_(SEAL)  
JOHN ATKINSON

STATE OF VIRGINIA

CITY/COUNTY OF \_\_\_\_\_ TO-WIT:

The foregoing instrument was acknowledged before me this day \_\_\_\_\_, 2020, by JOHN ATKINSON.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:  
Notary Registration Number: