

Instrument Control Number

09004349

**Commonwealth of Virginia
Land Record Instruments
Cover Sheet - Form A**

[ILS VLR Cover Sheet Agent 1.0.83]

INSTRUMENT #09004349
RECORDED IN THE CLERK'S OFFICE OF
MONTGOMERY COUNTY ON
MAY 5, 2009 AT 03:03PM

ERICA W. WILLIAMS, CLERK
RECORDED BY: WMH

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Date of Instrument: [5/4/2009]

Instrument Type: [DEC]

Number of Parcels [1]

Number of Pages [5]

City County [Montgomery County] (Box for Deed Stamp Only)

First and Second Grantors

Last Name	First Name	Middle Name or Initial	Suffix
[H.S. Tejas, LTD]	[]	[]	[]
[]	[]	[]	[]

First and Second Grantees

Last Name	First Name	Middle Name or Initial	Suffix
[H.S. Tejas, LTD]	[]	[]	[]
[]	[]	[]	[]

Grantee Address (Name) [H.S Tejas, LTD]
 (Address 1) [P.O. Box 1350]
 (Address 2) []
 (City, State, Zip) [Santa Rosa Beach] [FL] [32459]
 Consideration [0.00] Existing Debt [0.00] Assumption Balance [0.00]

Prior Instr. Recorded at: City County [Montgomery County] Percent. in this Juris. [100]

Book [] Page [] Instr. No []

Parcel Identification No (PIN) []

Tax Map Num. (if different than PIN) [33-(A)-6]

Short Property Description [Declaration of Road Maintenance]

Current Property Address (Address 1) [Reese Mtn. Road]

(Address 2) []

(City, State, Zip) [Shawsville] [VA] [24162]

Instrument Prepared By [Daniel Hamrick]

Recording Paid for By [Gay and Neel, Inc]

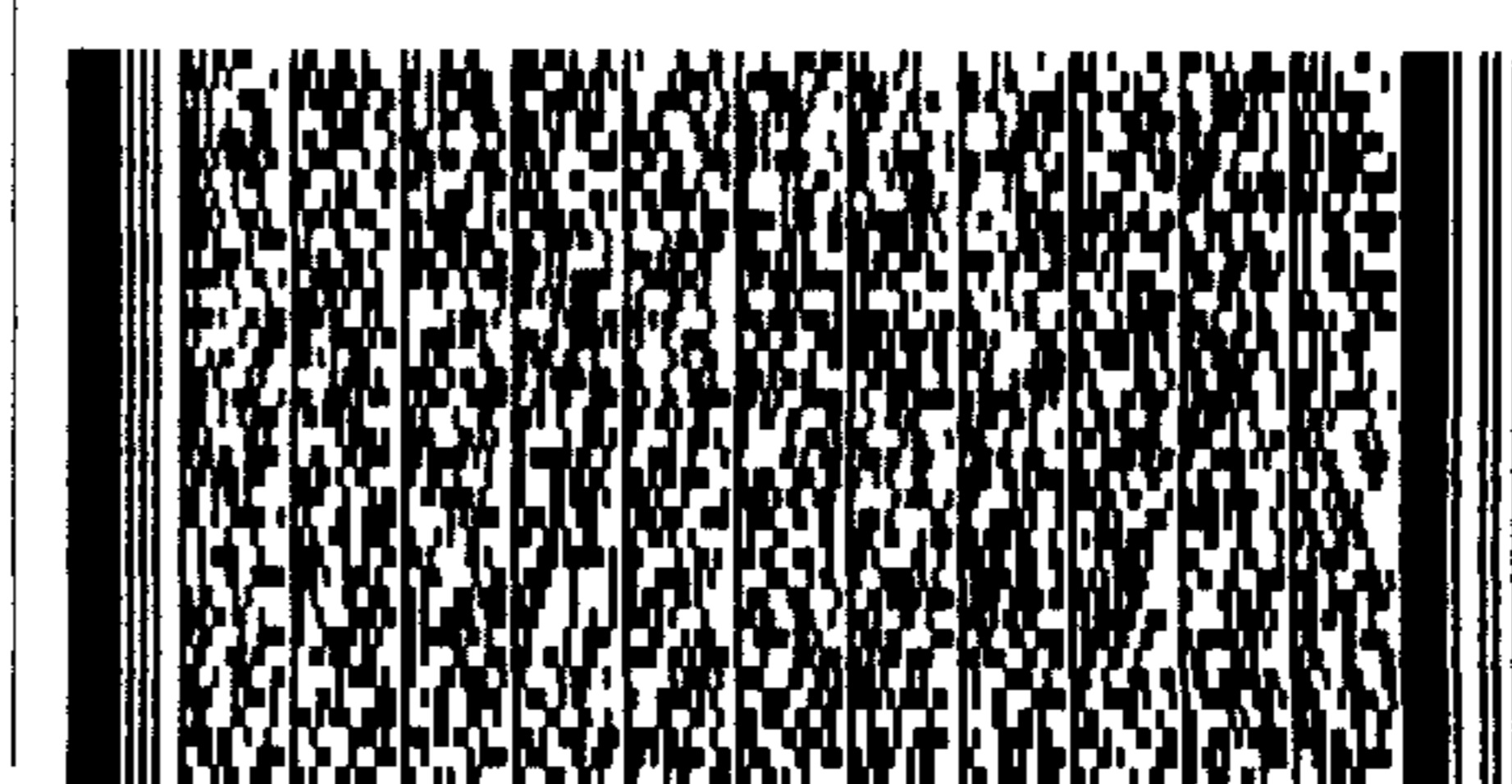
Return Recording To (Name) [Gay and Neel, Inc]

(Address 1) [1260 Radford Street]

(Address 2) []

(City, State, Zip) [Christiansburg] [VA] [24073]

Customer Case ID [JN 1703.1] []



DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
HS TEJAS, LTD. SUBDIVISION
ALONG REESE MOUNTAIN ROAD

WHEREAS, the Declarant is the owner of certain property in the County of Montgomery, Virginia, known as the Major Subdivision of a portion of Tax Parcel 33-(A)-6, as shown on a plat dated March 5, 2009, by Gay and Neel, Inc., designated as Job No. 1703.1, which plat is to be recorded in the Office of the Clerk of the Circuit Court of Montgomery County Virginia.

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

1. The primary residence shall contain if the same be a one-floor plan, a minimum of 1,600 square feet of heated floor space exclusive of carports, porches, breezeways or garages, and if the same be a one and a half to two-floor plan, a minimum of 2,400 square feet of heated floor space exclusive of carports, porches, breezeways, garages or basements.
2. No singlewides or doublewides are permitted. Modular homes are permitted on a permanent foundation or crawl space of block, brick or stone.
3. All structures constructed or placed on any Lot shall be constructed with a substantial quantity of new material, and no used structure shall be relocated or placed on any Lot, except good quality antique material with approval of HOA.
4. Siding of asbestos, cinderblock, concrete block or tar is not permitted for the outside wall.
5. Once construction of improvements is begun on any Lot, the improvements must be completed in accordance with the plans and specifications, as approved, within fifteen (15) months of commencement of construction.
6. No animals or livestock of any description, except usual household pets or horses, shall be kept on any Lot. No commercial facility for animals is permitted, including, but not limited to dog kennels, swine or poultry operations.

7. Abandoned vehicles, which have no current state license and current inspection, are not permitted to be stored on property that is not garage kept.
8. No junk yards are permitted.
9. No trash, ashes, garbage or other refuse shall be dumped, stored or accumulated on any Lot.
10. No race tracks are permitted.
11. A fifty (50) foot wide ingress and egress easement, as shown on the aforesaid plat of survey, provides access to all Lots within the subdivision. Each owner shall pay his pro-rata share of the expense for maintenance of said easement. See Notice to All Potential Purchasers attached and incorporated herein.
12. The clearing of trees shall be limited to a maximum area of seventy-five (75) feet around each homesite with the exception of any clearing needed for the installation of drainfields and driveways which shall be limited to a maximum of fifteen (15) feet beyond the edge of the drainfield site or driveway.
13. Each tract of land is to have no more than (2) accessory buildings which shall be defined as (2) freestanding structures separate and apart from the primary residence.
14. The aforesaid Covenants may be modified or amended in special instances only by written agreement signed by two-thirds of the then Owners of the Lots.

**Restriction removed,
see Second Amendment**

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these Covenants are recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then Owners of Lots has been recorded agreeing to change Covenants in whole or in part.

[The remainder of this page is intentionally left blank]

WITNESS the following signature and seal this 26 day of March, 2009.

HS TEJAS, LTD, A TEXAS LIMITED PARTNERSHIP

BY: PACIFIC CONTINENTAL LAND COMPANY, LLC, A TEXAS LIMITED LIABILITY COMPANY GENERAL PARTNERSHIP

BY: [Signature]
J. Barron Strother, Manager, Member & President

STATE OF Florida
CITY/COUNTY OF Walton, to-wit:

The foregoing instrument was acknowledged before me this 26 day of March, 2009, by J. Barron Strother, Manager, Member & President of Pacific Continental Land Company, LLC, a Texas Limited Liability Company General Partnership on behalf of HS Tejas, Ltd., a Texas limited partnership.



[Signature]
Notary Public

My commission expires: August 11, 2012

Notary commission number: DD813645

ATTACHMENT
NOTICE TO ALL POTENTIAL PURCHASERS

WHEREAS:

Mr./Mrs./Ms. _____, (hereinafter referred to as "PURCHASER") has expressed a desire to purchase a portion or portions of certain lands owned by H.S. TEJAS, Ltd. (hereinafter referred to as "SELLER"), said lands lying and being in both Montgomery and Roanoke Counties, Virginia and designated as Tax Parcel 33-(A)-6 on the Tax Maps of Montgomery County and as Tax Parcel 053.00-01-07.00-000 on the Tax Maps of Roanoke County, and

WHEREAS:

SELLER expressly desires that there be no current or future misunderstandings concerning certain characteristics of the property being offered for sale and certain external factors which may influence the decision being made by PURCHASER to further pursue the purchase of any portion or portions of the SELLER'S lands and that all parties involved are aware of those certain characteristics and factors;

THEREFORE:

By this notice SELLER hereby discloses and makes known to the PURCHASER the following information concerning the lands being offered for sale:

1. Reese Mountain Road, which provides access to and from public, state maintained roadways and directly serves the property being offered is not a publicly maintained right of way and is not eligible for inclusion in the state highway system. Neither the County of Montgomery nor the Commonwealth of Virginia plan to accept Reese Mountain Road into the Commonwealth system of public roads or provide funding for the maintenance and upkeep of said road. The PURCHASER and subsequent owners of any portion of the lands sold by the SELLER and served by Reese Mountain Road shall be subject to and bound by the terms of a Road Maintenance Agreement for Reese Mountain Road.
2. The portion of the lands of the SELLER being offered for sale are not currently served by water service nor public sanitary sewerage systems. PURCHASER shall be responsible for all costs and actions required to provide approved private water service and on-site sanitary waste disposal systems to the property conveyed to PURCHASER by SELLER, including all fees and permit costs required for approval of said systems by the Virginia Department of Health.
3. The portion of the lands of the SELLER being offered for sale are not currently served by electric power service. PURCHASER shall be responsible for all costs and actions required to provide electric service to the property conveyed to PURCHASER by SELLER.

4. The property being offered for sale by the SELLER lies at a minimum distance of approximately 3 miles, as measured along the roadways that would be used, from the nearest Fire and Rescue Station, situated in Elliston. As such, response times to fire and medical emergencies will reflect the distance and **terrain** between said Fire and Rescue Station and the property being considered for purchase by the PURCHASER.
5. No more than one dwelling or residence shall be constructed on any property conveyed by the SELLER to the PURCHASER
6. No dwelling or residence shall be constructed on lands conveyed to the PURCHASER closer than 50' (fifty feet) from any side lot line dividing portions of the lands of the SELLER from the property conveyed to the PURCHASER, adjoining or remaining lands of the SELLER, lands conveyed by the SELLER to others or properties of other adjoining lands of the SELLER or the land conveyed by the SELLER to the PURCHASER. No dwelling or residence shall be constructed closer than 100' (one-hundred feet) from any other dwelling or residence. These restrictions apply to any dwelling or residential structure constructed either for permanent or occasional temporary or recreational use.
7. No trees may be cut down or otherwise removed lying at a distance greater than 75' (seventy-five feet) from any residence or dwelling constructed on the lands conveyed to the PURCHASER by the SELLER, other than those necessary for the construction of the dwelling or residence, the construction and maintenance of an approved on-site sanitary waste disposal system, and a private driveway to serve said residence or dwelling. The removal or cutting of any other trees is prohibited without the express written consent of the Homeowners Association.
8. Under the terms of the "Sliding Scale for Lot Assignments" contained within Montgomery County ordinances, the property conveyed to the PURCHASER by the SELLER is assigned 1 (one) "Lot Assignment" and therefore may not be further divided or subdivided without being rezoned by Montgomery County.
9. Other Covenants and Restrictions may apply and the property being conveyed to the PURCHASER by the SELLER may also be subject to easements or encumbrances both within and without the public record.

By their signature affixed below, PURCHASER hereby acknowledges receipt of this document and the information contained herein.

By: _____ (PURCHASER)

Date: _____

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