

Covenants and Restrictions
Auction Tracts 13, 14, & 15

1. These Covenants and Restrictions are made covenants running with the land, and shall inure to the benefit of and be enforceable by any association formed by (i) the owners of land subject to these Covenants and Restrictions and (ii) other owners of land subject to these Covenants and Restrictions and shall be binding on all lot owners, their heirs, devisees or assigns for a period of thirty (30) years from the date hereof. Upon the expiration of said third (30) year period, these Covenants and Restrictions shall be automatically extend for successive ten (10) year periods unless at least two-thirds of the owners of land subject to these Covenants and Restrictions vote in favor of terminating the same.
2. Lots shown hereon are for agricultural and residential purposes only. No commercial business shall be conducted on any tract. This does not prevent the operating of a bed and breakfast, personal farm or stable.
3. Minimum living space shall be as follows:
 - a. Single-story dwelling shall have a minimum floor space of 1200 square feet
 - b. One and a half dwelling shall have a minimum floor space of 1500 square feet
 - c. Two-story dwelling must have a minimum floor space of 1800 square feet.
4. Any further subdivision of these tracts must be in accordance with Roanoke County requirements. Any tracts created by re-subdivision shall be subject to these Covenants and Restrictions.
5. No noxious animals, or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become obnoxious, a nuisance or a health hazard to the neighborhood. This does not prevent having horses, cattle, chickens for personal use, or other such livestock.
6. No structure of a temporary character, trailer, single-wide, double-wide, triple-wide or manufactured home built on a steel frame, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at anytime as a residence, either temporarily or permanently.
7. No residence shall have exposed concrete, cinder block, or masonry foundation extend above finish grade so as to be visible from an adjoining property. All foundations must be brick, stone or decoratively finished masonry.
8. Trash, garbage or other waste shall not be kept except in sanitary containers. No tractor-trailers, non-operating vehicles or unlicensed automobiles, unused objects or apparatus, or clutter of any kind shall be permitted to remain on any parcel or any portion thereof.
9. Dwellings shall be well maintained so as to prevent unsightly conditions or the structure falling into disrepair. This provision shall not prevent the construction of a guesthouse quarters in addition to the main residence.

10. Any fencing must be well maintained board or woven wire fencing along all roadways. No gates shall be erected that would block a private road. However, cattle guards are permitted on private roads and shall be properly maintained by the respective owner and not with the funds provided by the Road Maintenance Agreement.
11. Should any proceeding at law or in equity decree that any one or part of any one of the foregoing Covenants and Restrictions be declared invalid, the same will not invalidate all or any part of the remaining Covenants and Restrictions.
12. The undersigned agrees to execute all instruments or agreements necessary to place these Covenants and Restrictions on record in Roanoke County.

Buyer acknowledges and agrees to be bound by the same.

BUYER

Date

BUYER

Date