

AMENDED DECLARATION OF RESTRICTIONS  
OF CEDAR RIDGE SUBDIVISION

THIS DECLARATION, made on the date hereinafter set forth, by CF&O DEVELOPMENT CORP., a Virginia corporation (hereinafter referred to as "Declarant").

: W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain real estate in Franklin County, Virginia, known generally as Cedar Ridge, which is in part more particularly described according to plats of survey made by Berkley Howell & Associates, P.C., dated July 15, 1987, and revised July 27, 1987, of record in the Clerk's Office of the Circuit Court of Franklin County, Virginia, in Deed Book 418, page 470-473; and

WHEREAS, said Declarant caused to be recorded in the Clerk's Office of the Circuit Court of Franklin County, Virginia, in Deed Book 418, beginning at page 1010, a certain declaration of Restrictions of Cedar Ridge Subdivision; and

WHEREAS, since the recordation of said documents, Declarant has proceeded with the development of the subdivision known generally as Cedar Ridge and now desires to alter and amend said Restrictions so as to convey certain rights and responsibilities to the Cedar Ridge Property Owners Association, Inc.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above and other properties owned and/or to be acquired by Declarant in Cedar Ridge shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

1. "Cedar Ridge" shall refer to those lands in Franklin County, Virginia, which are shown as part of Cedar Ridge in its overall development plan as the same as may be altered or revised from time to time and as are described in the aforementioned.
2. "Declarant (Developer)" shall refer to CF&O Development Corp. or its successors or assigns.
3. "The Association" shall refer to Cedar Ridge Property Owners Association, Inc., a Virginia nonprofit corporation, its successors or assigns.
4. "Property" shall refer to any tract of land or subdivision thereof within the overall development known as Cedar Ridge, which has been subjected to the provisions of these covenants and restrictions, by reference herein or, by

- reference in deeds executed by the Declarant (Developer).
5. "Property Owner" when used in this Declaration shall mean or refer to all owners (including the Developer) of any and all interests in real estate in Cedar Ridge including but not limited to owners of property or tracts of land but excluding those having such interest merely as security for the performance of an obligation whether or not such are used or intended to be used for residential, commercial or recreational purposes.
  6. "Lot" shall refer to any of the lots as shown on the maps of Cedar Ridge, recorded and to be recorded.
  7. "Common Area" shall mean all real property owned and to be owned by the Association for the common use of the Property Owners and the maintenance of which the Association is responsible not limited to but including boat ramps, boat docks, etc.
  8. The covenants and restrictions set forth herein may be referred to in short as the "General Covenants of Cedar Ridge" and may be incorporated by reference in any deeds issued by the Declarant, its successors or assigns.

## ARTICLE II

### GENERAL RESTRICTIONS

1. Unless otherwise indicated hereon, these lots shall not be used or occupied for other than single-family residential purposes and no building shall be erected thereon except a residence, private garage, servant quarters and boathouse for use in connection with the residence.
2. No horses, cows, goats, pigs, swine, fowl, or pigeons shall be kept on the premises, nor shall any other animal or pet be kept upon the premises which occasions obnoxious odors, or are dangerous to the health or welfare of other residents in Cedar Ridge subdivision, and no nuisance shall be maintained or permitted on said property.
3. No building of a temporary nature shall be erected or placed on any of said lots except those customarily erected in connection with building operations and, even in such cases, not such temporary building shall remain in place more than six (6) months. No trucks, buses, old cars, or unsightly vehicles of any type of description or outbuildings may be left or abandoned on said lots.
4. No residence shall be constructed in Cedar Ridge Subdivision until the plans for such residence including the placement thereof on the lot, have been submitted to, and approved by CF&O Development Corp., its successors or assigns. Plans shall be prepared by a person or persons regularly engaged in such work.
5. The following are applicable to the construction of any residence, private

- garage, servants quarters or boat house:
- a. Imitation stone or brick, cinder or concrete masonry block or brick; or concrete shall not be used as an exterior wall finish.
  - b. No exposed concrete, cinder or concrete masonry foundations shall extend above finished grades when such grades are visible from the street or lake.
  - c. All electric, phone services and other utilities shall be run below ground.
  - d. No trailer or trailer type residences (including double wide trailers) shall be permitted on any lot in the subdivision.
6. Property owners who maintain private driveways onto their respective lots shall install corrugated culvert pipe according to state specifications along the street line where such driveways meet the street.
  7. All fuel storage tanks, trash and garbage receptacles shall be buried in the ground or placed so as not to be visible as such from any viewpoint.
  8. No exposed concrete, cinder or concrete masonry block, or cinder concrete brick retaining walls shall be constructed when such walls are visible from the streets or lake.
  9. No fence shall be constructed along any property line when such a fence is visible from the street or the lake without the prior written approval of CF&O Development Corp., its successors or assigns.
  10. No lots shown hereon may be resubdivided except that a lot may be divided and added to adjoining lots.
  11. No one story dwelling shall be erected whose area, by outside measure, is less than 1,200 square feet, and no two story, split-level or split-foyer dwelling having less than 800 square feet of livable first floor space will be permitted. Exterior construction must be completed and closed in within nine (9) months of commencement of construction.
  12. The main body of any dwelling shall not be erected on any lot nearer to the streets or water than indicated as the minimum building line on the Plat of the Subdivision specified above, nor shall any building be erected closer than ten (10) feet to any side lot line.
  13. Open drainage easements shown hereon shall not be obstructed but may be altered and changed provided that such change is in accordance with plans prepared by an engineer, architect, or land surveyor and approved by the resident engineer, Virginia Department of Highways.
  14. CF&O Development Corp. reserves unto itself, its successors, agents and

assigns, a perpetual, alienable and releasable easement and right on, over and under the ground to erect, maintain and use electric service, Community Antenna Television and telephone poles, wires, cables, conduits, drainage ways, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone service, cable television service, gas, sewer, water, drainage or other public conveniences or utilities on, in or over those portions of such property as may be reasonable required for utility line purposes. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, and make any grading of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. CF&O Development Corp. further reserves the right to locate wells, pumping stations, siltation basins and tanks within Cedar Ridge Subdivision in any open space or on any property designated for such use on any applicable plat of said property, or to locate same upon any property with the permission of the Property Owner of such property. Such rights may be exercised by any licensee of CF&O Development Corp., but these reservations shall not be considered an obligation of CF&O Development Corp. to provide or maintain any such utility or services.

Following the installation of any utility apparatus or other improvement on any property pursuant to the provisions of this paragraph, CF&O Development Corp., its successors, agents, and assigns shall restore such property as nearly as is reasonably possible to its condition immediately prior to such installation.

15. Invalidation of any reservation or restriction by a court of competent jurisdiction shall not affect or invalidate any remaining reservations or restrictions in any manner.
16. All boat docks shall be built according to U.S. Army Corps of Engineers specifications. Location of and plans for the construction of boathouses shall be reviewed and approved by CF&O Development Corp. as in the case of dwellings.
17. No signs, billboards, or advertising of any nature shall be erected, placed or maintained on any residential lots herein designated, nor upon any buildings erected thereon, except directional and informational signs erected by CF&O Development Corp., its successors or assigns.
18. In the event of a violation or clearly threatened violation of any of the provisions hereof, it shall be lawful for any other person or persons owning any real estate situated in the said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or threatening to violate any such covenant, either to prevent or enjoin such violation or to recover damages or other dues for such violation.
19. The Property Owner of any lot shown hereon shall provide for any dwelling constructed on such lot a septic disposal system constructed in accordance with the specifications of state and county public health officials. Location of

all septic tanks shall be selected by the Franklin County Health Department.

20. Camping shall be prohibited on all lots at all times.
21. The Property Owner of each lot shown hereon shall be responsible for the neat and orderly maintenance of such lot, shall keep all garage doors closed, shall provide for sanitary garbage disposal and shall not permit or suffer any garbage, sewage, refuse, waste, or other contaminated matter (except normal surface water) to be cast, drained or discharged from such lot into the waters of Smith Mountain Lake.
22. Each Property Owner shall be responsible for keeping all boats belonging to him or his guests parked and/or docked in a neat and orderly fashion. No trailers (except boat trailers), recreational vehicles or other similar vehicles shall be allowed to be stored on any lots other than for temporary period which may be required for minor maintenance or cleaning of the boat or trailer.
23. Nothing herein is to be construed to prevent CF&O Development Corp., its successors, or assigns from placing further restrictions or easements on any lot in the said subdivision, which shall not theretofore have been conveyed from it.
24. No open air fire shall be started or maintained on any lot except in a grill, fireplace, or other suitable enclosure or container designed for the safe housing of man-made fires for cooking or refuse disposal purposes.
25. All dwellings erected upon lots in this subdivision shall be connected to the community water system. No individual wells for drinking or domestic use shall be installed on any lot. Each Property Owner shall pay to CF&O Development Corp., or such community water system company by assignment from CF&O Development Corp., a minimum maintenance fee of \$5.00 per month beginning on the date of possession of the Property Owner. A water connection fee of \$450.00 per connection shall be due to CF&O Development Corp. or its successors or assigns for each connection to the water system, which fee shall be paid prior to said connection.

### ARTICLE III

#### PROPERTY RIGHTS

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

2. Classes of Property Owners. There shall be two (2) classes of Property Owners of the various lots comprising Cedar Ridge as follows:
  - (a) Waterfront Property Owners; and
  - (b) Off Waterfront Property Owners.

Both Waterfront and Off Waterfront Property Owners shall have the nonexclusive right to use that portion of the common area as depicted on the plats of survey herein set out, but only the Off Waterfront Property Owners shall have the use of boat slips adjacent to the dock areas and each Off Waterfront Property Owner shall be assigned a boat slip as the Property Owner chooses on the basis of the date the property was first deeded to the Property Owner or the time the deed was recorded in the event deeds are recorded on the same date.

3. Delegation of Use. Any Property Owner may delegate, in accordance with the Bylaws of the Association, his right of enjoyment to the Common Areas and facilities to the members of his family, his tenants or purchasers who reside on the property.

## ARTICLE IV

### MEMBERSHIP AND VOTING RIGHTS

1. The Association Membership. Every Property 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.

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

2. The Association Voting Rights. The Association shall have two (2) classes of voting membership:

Class A - Class A members shall be all Property Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned whether the Lot is a waterfront lot or off waterfront lot. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as the members among themselves determine, but in no event shall more than one (1) vote be cast for any one lot.

Class B - The Class B members(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A Membership when seventy-five percent (75%) of the Lots are sold within the Cedar Ridge Subdivision or when Declarant, at its election, terminates such Class B membership, whichever shall first occur.

## ARTICLE V

### COVENANT FOR MAINTENANCE ASSESSMENT

1. Creation of the Lien and Personal Obligation of Assessments. Each Property Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) annual assessments or charges; and (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Property Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. There shall be no assessment against any Lot until such time as the entire project is completed at which time there will be an assessment against Class A as well as Class B members.

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

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

2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvements and maintenance of the Common Areas, and drainage easements.
3. Annual Assessments. The minimum assessment will be One Hundred Dollars (\$100.00) per year with adjustments as needed and approved and recommended by the Association.
4. Special Assessments for Capital Improvements. In addition to the assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including roads, drainage easements, and personal property related thereto, provided that any such assessments shall have the assent of the Board of Directors.
5. Uniform Rate Assessment. Both annual and special assessments must be fixed at a uniform rate for all Waterfront Lots and at a uniform rate for all Off Waterfront Lots.
6. Date on Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of that Lot or on the first day of the month after all common projects are completed by the Declarant, whichever is later. The Board of Directors shall fix the amount of the annual assessment against each Lot and notify each Property Owner subject thereto at least thirty (30) days in advance for any increase in the assessment. Written notice of the annual assessment will be sent to every Property Owner subject thereto. The Board of Directors shall establish the due dates. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific Lot have been paid. No assessments shall be due from any Property Owner until all common projects are completed by Declarant.
7. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Property Owner personally obligated to pay the same, or foreclose the lien against the property. No Property Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his or her lot.
8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment



lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer, but shall not relieve the individual responsibility from the payment of the assessment herein provided. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

## ARTICLE VI

### MAINTENANCE OF COMMON AREA

1. Responsibility of the Declarant. The Declarant shall be responsible for the construction and maintenance of all land and improvements included in the Common Area, including streets and drainage easements, boat ramp, and boat docks for the off waterfront lots until title is transferred in whole or in part to the Association. The transfer of the title to these properties includes transfer of maintenance responsibilities.
2. Responsibility of Association. The Association shall assume responsibility for maintenance of all land and improvements, including drainage easements, when title has been vested in its name. All property shall be kept in good condition in keeping with high standards of appearance, health and safety.
3. The Association shall utilize only a portion of the assessment paid by Off Waterfront Property Owners as spelled out in Article V herein for the benefit of the Off Waterfront Property Owners for the maintenance and upkeep of the boat slips. The portion to be used will be computed by the Association as a percentage of the total amount involved for the boat slips in relation to the total maintenance project. No portion of the assessment paid by Waterfront Property Owners shall be used by The Association for maintenance and upkeep of the boat slips.

## ARTICLE VII

### DUTIES OF ASSOCIATION

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

The Association shall maintain a policy or policies of liability insurance, insuring the Association and its agents, guests and invitees, and the Property Owners of the Lots against liability to the public or to said Property Owners, their guests or invitees incident to the ownership or use of the Common Area, in an amount of not less than One Hundred Thousand Dollars (\$100,000.00) for any one person injured, three Hundred Thousand Dollars (\$300,000.00) for any one accident, and One Hundred Thousand

Dollars (\$100,000.00) for property damage. Said limits shall be reviewed at intervals of not more than three (3) years and adjusted if necessary to provide such coverage and protection as the Association may deem prudent.

## ARTICLE VIII

### COMMON AREAS

The Common Areas will be turned over to the Association upon sale by Declarant of seventy-five percent (75%) of the Lots in Cedar Ridge in accordance with the plats herein set out.

## ARTICLE IX

1. All covenants, restrictions and affirmative obligations set forth in this Amended Declaration shall be binding on all parties and all persons claiming under them for a period of forty (40) years from the date these restrictions, covenants and conditions are recorded, and the party imposing these restrictions, covenants and conditions reserves the right to waive, modify or release the same, and forty (40) years from the date of the recordation hereof, said covenants, restrictions and conditions shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then Property Owners of the lots has been recorded agreeing to change said covenants, restrictions and conditions in whole or in part, but in any event these covenants, conditions and restrictions shall terminate sixty (60) years from the date hereof.
2. Declarant reserves the right to assign in whole or in part to a subsequent developer of Cedar Ridge or to the Association its rights reserved in all parts of these covenants which include but are not limited to its right to grant approvals (or disapprovals) to establish rules or regulations, and all other rights reserved herein by Declarant (Developer). Following the assignment of such right, the Assignees shall assume all of Declarant's obligations which are incident thereto (if any) and Declarant shall have no further obligation or liability with respect thereto.
3. Entrance upon any Property by Declarant (Developer) or his agents or assigns pursuant to all or any of the provisions of these covenants shall not be deemed to be a trespass.

IN TESTIMONY WHEREOF, witness the following signatures of CF&O Development Corp., signed by its President, this 15th day of April, 1988.

CF&O DEVELOPMENT CORP.

By: Original signed by Roy N. Oliver  
President

COMMONWEALTH OF VIRGINIA    )  
   )  
 CITY OF ROANOKE                    ), to wit:

The foregoing instrument was acknowledged before me by Roy. N. Oliver, President of CF&O Development Corp. on behalf of the Corporation.

My commission expires: 7/15/89\_\_\_\_\_

Original signed by Brenda R [Oakes?]  
 Notary Public

*This document shall be the official copy of the Declarations of Restrictions, As Amended as of the date of the date stamp below. If no date stamp appears, the rendering is not official.*

David Weiler  
 7/13/2001

Official date stamp: Tuesday, July 17, 2001.