

Covenants and Restrictions

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.
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. No more than one single-family dwelling shall be constructed on this 26.46 acres. 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.
4. Minimum living space shall be as follows:
 - a. Main Residence- Single-story dwelling shall have a minimum floor space of 1,500 square feet
 - b. Main Residence-Two-story dwelling must have a minimum floor space of 2,100 square feet.
 - c. Guest House- shall have a minimum floor space of 1,000 square feet.
5. Any further subdivision of these tracts must be in accordance with [Applicable Jurisdiction] requirements. Any tracts created by re-subdivision shall be subject to these Covenants and Restrictions.
6. 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 or other such livestock.
7. 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.
8. 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.
9. 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.
10. Any fencing must be well maintained board or woven wire fencing along all roadways.

- 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 the County of Roanoke, Virginia.

Buyer acknowledges and agrees to be bound by the same.

BUYER

Date

BUYER
