

AMENDED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
STAFFORD'S FARM HOMEOWNERS ASSOCIATION, \_WC.

THIS DECLARATION made this \_\_\_\_ day of December, 2005, by MARK R. CRAIG and JOANN S. CRAIG, husband and wife, and the individual Lot Owners within the STAFFORD'S FARM SUBDIVISION recites and. provides as follows:

WITNES SETH:

WHEREAS, the Declarant developed certain real property located in the Town of Christiansburg Prices Fork Magisterial District, Montgomery County, Virginia and more particularly described as follows:

All of Lot 1, 17.814 Acres, as shown on a plat of survey entitled, "Survey for The Estate of Mamie Bryant Stafford" which said plat was made by John R. McAden, L.S. of Balzer and Associates, dated April 12, 2002, designated Job #B021014700, a copy of which plat is recorded in the Office of the Clerk of the Circuit Court of Montgomery County, Virginia, as Page 11 of Instrument Number 2002011149; and further shown on a plat of survey entitled "Plat of Subdivision Creating Hereon STAFFORD'S FARM SUBDIVISION, Town of Christiansburg, Montgomery County, Virginia" which said plat is dated May 6, 2003, made by Warner-Everett Land Surveyors of Moneta, Virginia, a copy of which plat is recorded in the Office of the Clerk of the Circuit Court of Montgomery County, Virginia, in Plat Book 23, Page 29.

WHEREAS, the Declarant developed on the Property as a residential community known as the STAFFORD'S FARM SUBDIVISION, together with the common lands, areas, and facilities (hereinafter occasionally referenced as the "Community") for the benefit of the Community;

WHEREAS, the Declarant desired to insure the attractiveness of the lots and common facilities within the STAFFORD'S FARM SUBDIVISION and to prevent any future impairment thereof, to preserve, protect and enhance the values and amenities of the said property and its common areas, if any, and to this end, desired to subject the real property described above, together with such additions as may hereafter be made thereto, to the covenants, conditions,

restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said community, the property, and each owner thereof.

WHEREAS, there has heretofore been recorded in the Office of the Clerk of the Circuit Court of Montgomery County a Declaration of Covenants, Conditions, and Restrictions for the STAFFORD'S FARM SUBDIVISION and an Amendment to the Declaration of Covenants, Conditions, and Restrictions for the STAFFORD'S FARM SUBDIVISION as Instrument Numbers 2004000102 and 2004002882, respectively, both of which are to be replaced by this Declaration.

### DECLARATION

NOW, THEREFORE, the Declarant hereby declares that the Property, including the Common Lands, is and shall be held, transferred, sold, conveyed, occupied, and used subject to the provisions of this Declaration, the Restrictions, and other terms and conditions hereinafter set forth, as the same may be amended from time to time hereafter, for and during the period of time hereinafter specified.

### ARTICLE

### DEFINITIONS

SECTION 1. "Association" shall mean and refer to STAFFORDS FARM HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

SECTION 2. "Owner" shall mean and refer to the record owner,. whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 3. "Members" shall mean and refer to the Declarant and all those Owners who are members of the Association as provided in Article II of this Declaration.

SECTION 4. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

SECTION 5. "Lot" shall mean and refer to any plat of land shown upon any recorded subdivision map of the Properties.

SECTION 6. "Common Areas" shall mean and refer to property within a development, which is owned, leased or required by the Declaration to be maintained by a property owners association for the use of its members.

SECTION 7. "Declarant" shall mean and refer to Mark R. Craig and Joann S. Craig, husband and wife, their successors and assigns,

## ARTICLE II RESERVED EASEMENTS

The Association reserves for itself; its successors and assigns, certain access and utility easements as shown on that certain plat entitled "Staffords Farm Subdivision" designated Plan Number 03-013R, prepared by Warner-Everett Land Surveyors, Moneta, Virginia, of record in the Office of the Clerk of the Circuit Court of Montgomery County, Virginia, in Plat Book 23, Page 529, which easements are to be utilized for access to all of the Lots shown on the aforesaid plat, and for laying and maintaining of water, sewer, gas, electric and telephone lines, pipes, conduits and cables, including television cables and general drainage areas, together with the rights of ingress and egress to said lines for maintenance thereof.

## ARTICLE III MEMBERSHIP AND VOTING RIGHTS

SECTION 1. The Developer and every person or entity who is a record owner of the fee or undivided fee interest in a Lot or Unit which is subject to assessment by the Association shall be a Member of the Association. The foregoing definition of a Member is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation, unless and until such persons or entities have succeeded to such Lot or Unit owner's fee simple interest by enforcement of such security

interest. Membership shall, be appurtenant to, and may not be separated from, ownership of any Lot or Unit, which is subject to assessment, by the Association.

SECTION 2. Pursuant to the above definition of Members, the Association shall have one class of voting membership:

FORMER CLASS A: The former Class A members shall consist of all Owners and shall be the only class of Members as of the effective date of this Amended Declaration. Members shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

FORMER CLASS B: As of the effective date of this Amended Declaration, the Class B member(s) shall no longer have voting rights and such class shall be extinguished.

#### ARTICLE IV

##### COVENANT FOR MAINTENANCE ASSESSMENT

Each 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.

SECTION I. 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 such 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 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.

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 Owner thereof to the Association arising from breach by such. 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 Owner covenants for himself, his heirs, successors and assigns, to pay each assessment levied by the Association on the parcel described in such conveyance to him within the 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 received, postage prepaid in the United States mails, in an envelope addressed to such owner at the address of the parcel and to such other address as said owner shall have designated, the amount of such charge shall become a lien upon said owner's parcel and shall continue to be such lien until fully paid.

SECTION 2. Purpose of Assessments: The assessments levied by the Association shall be used exclusively to promote recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the common areas.

SECTION 3, Maximum Annual Assessment. Basis and maximum of annual assessments: Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Hundred Dollars (\$100.00) per improved Lot (improved by completed structure) , and the assessment on unimproved Lots shall be twenty five percent (25%) of the assessment on improved Lots.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

SECTION 4. Notice and Quorum for any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

SECTION 6. Date of Commencement of Annual Assessments: Due Date. The annual assessment provided for herein shall commence as to all Lots on the first day of the month following this declaration. The first annual assessment shall be adjusted according to the number of months of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. 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 specified Lot have been paid.

SECTION 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 fifteen percent (15%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot.

SECTION 8. Subordination of the Lien to Mortgages. The lien of the assessment 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. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

SECTION 9. Exempt Property. All properties dedicated to, and accepted by a local public authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Virginia shall be exempt from the assessments created herein. - However, *no* land. or improvements devoted to dwelling use shall be exempt from said assessments.

## ARTICLE V

### ARCHITECTURAL CONTROL

No improvements, alterations, repairs, excavation or other work which in any way alters the exterior appearance of any property within the Properties or the improvements located thereon from its natural or improved state existing on the date such property was first conveyed in fee simple by Declarant to a non-Declarant, shall be made or done without the prior approval of the Architectural Control Committee, except as otherwise expressly provided in the Declaration.

No building, residence, fence, wall, or other structure shall be commenced, erected, maintained or improved upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specification showing the nature, kind, shape, height, materials, and location of the same have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Committee composed of two (2) or more representatives appointed by the Board. Pursuant to its rule making power, the Architectural Control Committee shall establish a procedure for the preparation, submission and determination of applications for any such alteration or improvements. The Architectural Control Committee shall have the right to refuse to approve area for the determination of minimum living area. Livable area must comply with square footage requirements, but need not be completely finished.

SECTION 1. STAFFORD'S FARM Architectural. Review Requirements:

Complete submission of package shall constitute the following items:

- a. Site plan, showing landscaping plan.
- b. House plan, showing all elevations and square footage of living area as measured from outside wall faces, and being exclusive of basement, porch, patio, and garage.
- c. Description of construction details, including:
  - i. Color of exterior siding, material and foundation face material.
  - ii. Roof covering material.

Exterior wall construction description.

Review of the plans shall be made within Sixty (60) days of the completed package, time being from the day following certified mail return receipt request by Stafford's Farm. Subdivision Directors, their heirs, assigns, or successor to title, or designee of the last of any of the above required documents. Criteria to be used to determine acceptance of the plans shall be

that set forth within the "Restrictive Covenants" herein; however, the decision is by the Developers as to whether or not the design is consistent with the other surrounding property.

SECTION 2. Plans must be submitted sixty (60) days in advance of the date approval is desired. No person examining the record title to said real estate shall be required to request or secure any evidence of such approval in order to certify fee simple, marketable title to any lot in the subdivision.

In the event said Board or its designated committee fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

By accepting a conveyance to him of a parcel within said subdivision, each Owner, for himself, his heirs, successors and assigns, covenants that in the event there shall be a failure to maintain said parcel and the improvements situate thereon in a manner satisfactory to the Board of Directors of the Association, or, if such owner shall alter or redecorate the exterior of said premises before submission of plans therefore to the Board of Directors as provided in Article V herein, the Board of Directors shall have the right, through agents and employees of the Association to enter upon such parcel and to repair, redecorate, maintain, rehabilitate, and restore the premises and the exterior of any improvement thereon and that costs thereof shall be assessed to and become a lien upon the premises so redecorated, repaired, maintained, rehabilitated or restored and that he will pay to the Association the amount of said charge in time and manner hereinabove set forth.

## ARTICLE VI

### EXTERIOR MAINTENANCE & DUTIES OF ASSOCIATION

In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, or guests, or invitee, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject.

The Association shall maintain a policy or policies of Liability insurance, insuring the Association and its agents, guests, and invitee, and the Owner of the Lots against liability to the public or to said. Owners, their guests or invitee incidental to the maintenance duties specified herein in an amount Lot 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 less than three (3) years and adjusted if necessary to provide such coverage and protection as the Association may deem prudent.

ARTICLE VII  
EASEMENTS

SECTION 1. Duties of the Association. There is hereby reserved to the Association such easements as are necessary to perform the duties and obligations of the Association as are hereinabove set forth in Article IV hereof.

SECTION 2. Priority of Easements. Each of the Easements hereinabove referred to shall be deemed to be established upon the recordation of this declaration and shall henceforth be deemed to be covenants running with the land for the use and benefit of the Lots, superior to all other encumbrances which may hereafter be applied against or in favor of the Properties or any portion thereof

ARTICLE VIII  
RESTRICTIVE USE

SECTION 1. All lots in this subdivision shall be *known* and described as residential lots unless otherwise designated on plats placed on record.

SECTION 2. In addition to all applicable building codes, zoning and other restrictions now existing or hereinafter enacted, the property owners in Staffords Farm, will conform to the following:

No dwelling smaller than those herein stated shall be permitted on a lot in this subdivision. The ground floor area of the main structure, open porches and garages, shall be not less than 1200 square feet in the case of one-story structure, no less than 600 on main level square feet in the case of one and one-half or two story structures. The garage must be attached to the house and of the same material as the house.

SECTION 3. The exterior building material of the structure to be erected on said property shall be equal to INTERNATIONAL 2003 code or whenever possible a maintenance free exterior. All structures shall be brick, artificial stone, or similar finished material to grade. Detached storage building not to exceed 10 x 12 and constructed of same materials of main structure.

SECTION 4. Each dwelling erected shall be planned, erected and used for single-family occupancy only.

SECTION 5. No noxious or offensive activity shall be carried on or upon any Lot or any part of the Properties, nor shall anything be done thereon which may be or may become an annoyance or nuisance, public or private, to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the Owners of his respective dwelling unit, or which shall in any way increase the rate of insurance.

SECTION 6. No person shall engage in any commercial activity that shall constitute a nuisance, or is in violation of zoning ordinance.

SECTION 7. No overhead wires, poles, or overhead facilities of any kind for electrical or telephone service will be permitted to run to the individual residence or outbuildings. Nothing herein shall be construed to prevent street lighting or temporary ornamental lighting by overhead wires or cable.

SECTION 8. The exterior of all houses and other structures must be, completed within one (1) year after the construction of same shall have commenced, except where such completion

is impossible or would result in great hardship to the owner or builder due to strikes, fire, national emergencies or natural calamities.

SECTION 9. No trailer, tent, shack, garage, barn or other buildings shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence on any building site, including basements while the house is under construction. No house trailer shall be parked on the lot at any time. No house trailer, recreational vehicle, trailer or commercial vehicle shall be parked on the lot or in the street, for more than a 24 hour period of time.

SECTION 10. Heating units in the structure shall be restricted. to oil, gas or electric operation. If bottle gas or oil tanks are used, the tanks shall be buried in the ground; and other fuel storage must be concealed.

SECTION 11. Staged Developments. Additional land may be annexed by the Declarant without the consent of members within ten (10) years from the date of this instrument. All Owners in such additional land acres shall be entitled to all the rights and privileges of the Owners of STAFFORDS FARM HOMEOWNERS ASSOCIATION, INC.

SECTION 12. No commercial trucks or trailers and no unlicensed motor vehicles of any type shall be permitted to remain overnight on the property of a private dwelling unit within STAFFORDS FARM HOMEOWNERS ASSOCIATION, INC..

SECTION 13. No boats of any type shall be permitted on the property of a private dwelling unit within STAFFORDS FARM HOMEOWNERS ASSOCIATION, INC. for more than fourteen (14) days unless screened in a manner acceptable to the Architectural Control Committee of the STAFFORDS FARM HOMEOWNERS ASSOCIATION, INC.

SECTION 14. Mobile homes, double-wide mobile homes or steel framed manufactured homes shall be allowed in STAFFORD'S FARM SUBDIVISION.

SECTION 15. No signboards or advertising posters are to be permitted on any lot

except for signs or notices which may offer the property for rent or for sale and such signs shall be professionally printed or consist of standard real estate or builder's signs, no more than two (2) feet square.

SECTION 16. Easements, right and rights-of-way are reserved as to and over such lots or strips of land as indicated on the plat of subdivision for installation and maintenance of public utilities and drainage.

SECTION 17. No outdoor antenna, satellite dishes exceeding 18 inches in diameter, or permanent clothesline will be placed on the property.

SECTION 18. No lot shall be in any way further subdivided.

SECTION 19. All houses shall have driveways which shall be made of either concrete, asphalt or hand laid stone or brick. The entire driveway shall be paved or shall be paved a minimum distance of one hundred fifty feet (150') from the street right of way. Houses finished between April 1 and September 30 will be required to have the driveway completed by June 1 of the following year. Developer or its assigns may grant exceptions to this restriction. All driveway culverts must have metal pipe.

SECTION 20. All sidewalks shall be constructed of concrete or masonry.

SECTION 21. No fences shall be constructed closer to the street than the rear of the residence house.

SECTION 22. No residence shall be constructed which has an identical exterior appearance of an adjacent existing residence house.

SECTION 23. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets may be kept on the Lots; provided that they are not kept, bred or maintained for any commercial purposes, or unreasonable numbers. Notwithstanding the foregoing, no animals or fowl may be kept on the Properties which result in an annoyance or are obnoxious to residents in the vicinity, and in any event, any -Lot Owner shall be absolutely liable to each and all remaining owners, their families, guests and invitees,

and to the Association, for any and all damage to person or property caused by any pets brought upon or kept upon the Lots by any Lot owner or by members of his family, guest or invitees.

SECTION 24. If any owner or tenant, or their heirs or assigns, shall violate or attempt to violate any of these covenants herein, it shall be lawful for other person or persons owning any real estate property situated in said development or subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other compensation for such violation.

## ARTICLE IX MISCELLANEOUS PROVISIONS

SECTION 1. SEVERABILITY: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no ways affect any other provisions which shall remain in full force and effect.

SECTION 2. AMENDMENT: This Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter, by an instrument signed by no less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded in Clerk's Office of the Circuit Court of Montgomery County.

SECTION 3. ENFORCEMENT: The Association or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereinafter imposed by the provisions of this declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

WITNESS the following signatures and seals:

\_\_\_\_\_  
MARK R. CRAIG, Declarant

JOANN S. CRAIG, Declarant

STATE OF VIRGINIA,  
CITY/COUNTY OF \_\_\_\_\_, to-wit:

The foregoing Declaration of Covenants, Conditions, and Restrictions for the Stafford's Farm Homeowners Association was acknowledged before me this    day of December, 2005, by Mark R. Craig, Declarant.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

STATE OF VIRGINIA,  
CITY/COUNTY OF \_\_\_\_\_, to-wit:

The foregoing Declaration of Covenants, Conditions, and Restrictions for the Stafford's Farm Homeowners Association was acknowledged before me this    day of December, 2005, by Joann S. Craig, Declarant..

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public