

## **DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF WYATT FARM PROPERTIES**

These “consolidated” covenants replace and supersede the covenants established originally with each Phase of the Wyatt Farm development.

All Wyatt Farm properties shall be held, sold, and conveyed subject to the following 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 the right, title, or interest in the properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof:

1) These covenants are to run with the land and shall be binding upon all parties described above and persons claiming under them for a period of thirty (30) years from the date these covenants are placed of record, after which time the same covenants shall be automatically extended for successive period of ten (10) years unless an instrument signed by a three-fourths (3/4) vote of the then owners (one vote per lot) has been recorded, agreeing to change said covenants in whole or in part.

2) If the parties hereto, or any of them or their heirs, successors, or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said subdivision and/or the Wyatt Farm Homeowners Association to institute proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants either to prevent him

or them from doing so or to recover damages or other duties from such violations. The failure of any lot owner to bring legal action to correct the violation shall not constitute an estoppel which shall prevent the same or any other lot owners from subsequently bringing action to correct said actions.

3) Invalidation of any of these covenants by judgment of Court shall in no way affect any of the other provisions or covenants which shall remain in full force and effect.

4) No residence, building, fence, wall or other structure shall be placed or altered on any lot in this development nor any significant new landscaping done until plans, specifications, and lot plans showing the nature, kind, shape, height, materials, color and location of same have been approved by the Architectural Standards Committee appointed by the Wyatt Farm Homeowners Association. In event the plans or specifications of a proposed structure have been submitted to the committee for a period of thirty (30) days, and no objection has been made by the committee, it is to be deemed that the plans and specifications shall be approved. **Approved plans are valid for a period of one year from the date of approval by the Architectural Standards Committee.**

5) All lots shall be used for single-family residential purposes and no structure shall be erected thereon except one residence, attached or semi-attached, or detached garage and (shop or lawn care) shed. All detached garages and lawn care sheds must be located in the rear of the residence and be of the same type construction as approved for residence.

6) No lot shall be re-subdivided for the purpose of construction of a residence or other building thereon

7) No overhead wires, poles or overhead facilities of any kind for electrical or telephone service shall be permitted within the subdivision (except such poles and wires and overhead facilities as may be required where distribution facilities enter and leave the subdivision). Nothing herein shall be construed to prohibit street lighting or ornamental yard lighting served by underground wires or gas lines. All electric and telephone cables shall be installed underground in trenches through owners property at appropriate depths. Said trenches are to be excavated and back-filled by the lot owners. Individual lot owners shall be responsible for electrical and telephone hookups with the utility companies including laterals from the Appalachian Electric Power (AEP) transformer. There shall be no exterior antennas, satellite dishes with diameters exceeding one meter (39.4 inches), solar collectors, or other objects of similar nature erected or constructed on the property whether they are attached or unattached to the structures(s). **Satellite dishes that are not installed toward the rear of the house and within three feet of the structure require approval of the Architectural Standards Committee.**

8) Each individual lot owner shall maintain all trees on his respective lot where it is feasible to do so without interfering with the construction and use of the premises as a single family residence.

9) No residence shall be constructed within the subdivision duplicating the exterior design and finish of another residence already

constructed or under construction within the subdivision without written approval of the Architectural Standards Committee.

10) Any one story dwelling erected shall contain a minimum of 1,800 square feet of living space, exclusive of breezeways, terraces, porches, basements, and garages. Any story and one-half story dwelling erected shall contain a minimum of 2,000 square feet of living space, exclusive of breezeways, terraces, porches, basements, and garages. (Story and one-half" dwelling means a home with space under a sloping roof which has a line of intersection of roof decking and wall face not more than three (3') feet above the top floor level, and in which top level space not more than two-thirds (2/3) of the floor area is finished for use.) Any two or more story dwelling shall contain a minimum of 2,200 square feet of living space exclusive of breezeways, terraces, porches, basements, and garages.

11) All residences shall be owner-occupied or occupied by members of the immediate family (i.e., children, siblings, or parents of owners.) Occupancy by a club, fraternity or any other group other than the owner(s) and immediate family is specifically prohibited. However, rental shall be allowed for up to one year in the event of transfer, death, or financial hardship of owner. **Rentals require the lot owner to submit a copy of the rental/lease agreement between the owner and tenant, a phone number, and email address (if available) to the Board of Directors of the Homeowners Association.**

- 12) Each residence shall, at a minimum contain a garage of the same exterior construction as the residence, suitable for housing and parking two full size automobiles.
- 13) All residences shall be set back from the front, side, and rear property lines as required by the applicable zoning ordinances enacted by the Town of Blacksburg. Appropriate set backs shall be as determined by the ordinances at the time of construction.
- 14) No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot or portion of a lot, except dogs or cats and other household pets which may be kept, provided the same are not kept, bred, or maintained for any commercial purpose.
- 15) The exterior building material shall be of wood, brick, stone or vinyl (vinyl approved by the Architectural Standards Committee). Stucco or aluminum siding, concrete masonry units or exposed concrete shall not be permitted. Exterior finish shall be finished to grade. Exposed foundation walls shall be faced with brick or stone to grade. Stucco or dryvit-type material may be used as an exception on English Tudor style housing if approved by the Architectural Standards Committee.
- 16) Trailers, boats, or recreational vehicles shall not be parked on the property or in the subdivision unless housed in a garage or other enclosed building. Commercial vehicles exceeding the size of an average pick-up truck, abandoned or unused vehicles shall not be parked on the property or

in the subdivision unless housed in a garage or other enclosed building. All vehicles parked on the premises must be appropriately licensed.

17) No garage or other outbuilding erected on lots shall at any time be used as a residence, temporarily or permanently. Any structure of a temporary character or any recreational vehicle cannot be used as a residence. No basement shall be used as a residence unless a certificate of occupancy has been granted for the structure above the basement.

18) Surfaced driveways are required to be installed and may be concrete, asphalt, or brick. The owner of any property within the subdivision must provide for off-street parking for all vehicles they own.

19) Each lot owner shall be responsible for keeping his lawn or lot mowed. If a lot owner fails to meet this responsibility the Wyatt Farm Homeowner's Association reserves the right to keep the lawn mowed and in a presentable condition at the owner's expense.

20) If bottled gas or oil is used for heating, tanks must be buried in the ground or enclosed as an integral part of the dwelling. Any firewood stored on the premises must be stacked in a neat manner and not visible from the street.

21) Garbage and trash receptacles must be neatly arranged with proper covers to minimize their visibility.

- 22) Swing sets and similar children's play equipment must be in the rear of the dwelling and must be maintained and anchored.
- 23) Fences shall be constructed around the rear yard only, and shall not project past the front projection of the residence. The following types of fences shall be permitted: split rail, three or four horizontal board, solid wood, wood picket style, or brick construction. Wire mesh, chain link, chicken wire, (i.e., any woven metal) and concrete masonry units shall not be permitted. All fences shall not exceed four (4') feet in height. A fine "invisible" metal wire mesh may be used in combination with a wooden fence to confine pets. The only exception is to allow decorative fencing to be installed past the front projection of the residence. All fences must be approved by the Architectural Standards Committee.
- 24) No permanent exterior clothesline shall be installed. Retractable lines may be installed provided they are retracted when not in use.
- 25) Individual lot owners are responsible for the hookup of each dwelling to the Town of Blacksburg water and sewer lines
- 26) Public utility easements shall be as stated in the recorded plat for the subdivision.
- 27) No lot or portion thereof shall be used for access to or from any property adjoining the boundaries of this subdivision, or for the construction of any street, road, or driveway whatsoever except a driveway serving the single-family residence located on the lot.

28) Newspaper and mail boxes shall be approved by the Architectural Standards Committee. Temporary (less than 30 days) newspaper and mail boxes do not require Architectural Standards Committee approval.

29) Exterior light posts and other exterior lights installed between the front of the house and the street shall be approved by the Architectural Standards Committee.

30) Construction of any residence, associated garage, **exterior renovation or exterior repair** shall be completed within twelve (12) months following commencement of construction.

31) If in the opinion of the Wyatt Farm Homeowner's Association Board of Directors, a culvert is needed for drainage or appearance, at the lot entrance to the street, the lot owner shall install and pay for the cost of the same. If after notification by the Board of Directors in writing, a culvert has not been installed in thirty (30) days, the Board of Directors may have the culvert installed at the expense of the lot owner. Since all streets are in the Town of Blacksburg street system all culverts must be installed in accordance with Virginia Department of Transportation specifications.

32) During construction, every lot owner or his contractor must place at the designated street entry to the lot a sufficient amount of gravel on a firm well drained subgrade to prevent mud and other debris from being carried onto the streets. It shall be the responsibility of each owner to ensure the street is cleared by the contractor during the construction period.

33) Garden plots are allowed on residential lots in the back of residences. Any garden plot over 500 square feet must have special screening (i.e., evergreen trees or shrubs or a fence) which must be approved by the Architectural Standards Committee. Dead vegetation must be removed by November 1, and each garden site cleared at the end of the growing season.

34) Basketball backboards must be approved by the Architectural Standards Committee. Existing backboards must be properly maintained. **Portable basketball backboards shall not be placed along any neighborhood street.**

35) Each lot owner shall place and maintain two new trees along the road in front of his home of at least 2-½ inches diameter. Cul-de-sac (i.e. pie shaped) lots with limited street frontage require only one tree. Said trees shall be among the following types, sugar maple, green ash, red oak and such additional types as the Board of Directors of the Home Owners Association may authorize. Trees shall be located near the right-of-way relatively evenly spaced to create the effect of a treed canopy along the roadway.

36) Bike paths within the subdivision shall be dedicated to the Town of Blacksburg, and maintenance of those paths will be the responsibility of the Town. The walkways within the subdivision are owned by the Wyatt Farm Homeowners Association and responsibility for maintenance of the walkways will be with the Wyatt Farm Homeowners Association.

37) Maintenance of the retention pond shown on the plat of the subdivision shall be the responsibility of the Wyatt Farm Homeowners Association.

38) The Wyatt Farm Homeowners Association will maintain any structures which may be erected on the common area owned by the Wyatt Farm Homeowners Association.

39) All lot owners shall be considered members of the Wyatt Farm Homeowners Association and shall be bound by such rules and regulations as it may require, including payment of dues.

40) These covenants may be modified or waived by a three-fourths (3/4) vote of the members of the Wyatt Farm Homeowners Association (one vote per lot).

Date: \_\_\_\_\_, 2008

WITNESS the following seal.

Wyatt Farm homeowners Association Board of Directors

By its members: