

2024 Pleasure Point Property Association

Covenants and By-Laws

as prepared by

Penn Development Corporation

1984

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KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Penn Development Corporation, does hereby, of its own free will, impose for the protection of the lots hereinafter mentioned, in order that the same may be properly developed, certain restrictions, covenants and conditions which shall apply to all of the lots shown on the Map of Pleasure Point Subdivision, made by T. P. Parker & Son, Engineers & Surveyors, Ltd., dated October 26, 1984, of record in the Clerk's Office of the Circuit Court of Bedford County, Virginia, in Plat Book 23, pages 142, 143, 144, and 145, binding on each of the tracts or lots shown thereon and the owners therefor for a period of fifty years from the date hereof, which said restrictions, covenants and conditions shall not apply to any other property of Penn Development Corporation and are as follows, to-wit:

1. No portion of the land conveyed shall be improved or occupied for other than residential purposes and no commercial activity shall be carried on on any of the lots in Pleasure Point.

2. No flat, apartment house, trailer, shack, tent, campers, camping trailers, mobile homes or basement shall be erected on any lot or used for living quarters either temporarily or permanently except that mobile homes may be used provided (a) not more than one shall be permitted on any lot, and none shall be permitted on any lot on which another dwelling is located, (b) the tongue and wheels must be removed therefrom, (c) the same must be "skirted" within 30 days after the same is located on the lot, (d) the mobile home must be at least 12 feet wide, (e) the mobile home is not more than 5 years of age (measured from the date the same was first titled) at the time the same is placed upon the property, (f) if the mobile home has previously been used, owner shall submit to Penn Development Corporation 4 color photographs (one of each side), not more than 15 days old, for approval of the unit by Penn Development Corporation, and (g) the skirting with respect to the type of material and installation is

approved by Penn Development Corporation prior to its installation.

3. Prior to the initial placing of any home (mobile or otherwise) upon the property, owner must submit a plot plan to Penn Development Corporation showing the location of the home on the property with respect to the front set-back line and to all of the lot lines for approval by Penn Development Corporation.

4. No residence shall be erected with the ground floor square foot area of less than 750 sq. ft. in the case of a one-floor split level residence, nor less than 800 sq. ft. on the first floor and 400 sq. ft. on the second floor in the case of a one and one-half or two-story residence, and the erection of a residence shall not be started that will not be completed outside within six months from the time construction is started nor shall any residence or any portion thereof be erected closer than 25 feet to the front property line of the lot on which it is erected, or closer than the minimum building line shown on the recorded map where such minimum building line is shown. In any case, plans for the home must be submitted to Penn Development Corporation for approval by Penn Development Corporation 15 days before construction is commenced.

5. No more than one single family dwelling shall be erected on any one lot as shown on the subdivision map, and no lot or lots in said subdivision can be resubdivided except a lot may be subdivided providing each part is allotted to an adjoining lot. Notwithstanding the foregoing, the existing dwelling house on Lot 63 may be improved, altered or changed into not more than a two-family dwelling, subject, however, to approval of plans by Penn Development Corporation as herein provided.

6. The owner shall secure from Penn Development Corporation approval of any home, mobile home, building, outbuilding or additions, including porches, decks, steps and stoops, placed upon the property as to style, type, material and installation and as to location, drainage and size before any such improvement is placed upon the property.

7. No fences shall be placed upon the property between the front line of any home, mobile home or building thereon and the road on which the property is situate except that certain decorative fences may be permitted provided the owner has secured the approval thereof from Penn Development Corporation before such decorative fence is installed.

8. Any or all of the approvals required herein by Penn Development Corporation may be based solely on the aesthetics of the situation and may be entirely subjective with Penn Development Corporation. In the event Penn Development

Corporation gives an adverse decision to the property owner on any item herein requiring approval by Penn Development Corporation, the applicant may appeal an adverse Penn Development Corporation decision to the then property owners who may reverse or modify such decision by a two-thirds (2/3) vote of the said property owners of record. Penn Development Corporation shall have the right at any time to assign its right to approve as provided herein to the self perpetuating Board of Trustees appointed or elected as provided in paragraph No. 9 hereof.

9. Each lot or tract subject hereto shall be subject to the payment of an annual assessment of the sum of \$20.00 which shall be subject to increase to not more than \$60.00 per year by a majority of the owners of the lots or tracts so subdivided signing, acknowledging and recording an instrument for that purpose from time to time; and said assessment shall become a lien on each such lot or tract until paid, which lien shall be inferior to any valid first mortgage deed of trust placed thereon. Said assessment shall become due and payable on January 1st of each year, beginning January 1, 1986, and shall be made to the party imposing these restrictions until more than one-half of the lots or tracts of land covered by these restrictions shall have been sold by said party, and thereafter, said assessment shall be paid to a self-perpetuating Board of three (3) Trustees elected initially from among the owners of the lots in the subdivision by the party imposing these restrictions. The remaining Trustees shall elect from among said owners successors to any Trustee who resigns, removes from the State, dies or declines to act, so that there shall always be three (3) Trustees. No assessment shall be made against any lot or tract until the same has been sold by the party imposing these restrictions. The assessment shall be used for the improvement and maintenance of the park area consisting of 2.366 acres and designated as Park on Sheet 4 of said map, including the roadway therein, the dock, the boat launching facility and any other improvements that may from time to time be made to the same.

10. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage and all waste, garbage or trash shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No automobile or vehicle shall be kept on the premises unless the same carries a current valid State Inspection Certificate.

11. No hogs, sheep, poultry or goats shall be kept on any of the premises except that dogs, cats or other household pets may be kept provided they are not kept or bred for any commercial purpose. No noxious or offensive trade shall be carried on upon any lot, nor shall anything be done thereon which may be or become a nuisance to the neighborhood.

12. Easements are reserved for the drainage of surface water along natural drains and 10 feet in width along all lot lines.

13. All lots are subject to easements granted to utility companies and for all utility easements on front of each lot, or elsewhere, and drainage easements designated on recorded subdivision map.

14. The owner of each of the tracts or lots shall cause all of the grass and weeds to be cut by mowing the same at least once between May 15th and June 15th of each year and at least once between August 15th and September 15th of each year. It is the intention of these restrictions that the lot shall be free of weeds and tall grass at all times.

15. No more than 3 dogs shall be allowed or kept on any lot or tract and all such dogs must at all times be restrained either within a fence or on a leash on the owner's property.

16. All driveway cross overs must be installed in accordance with the standards and requirements of the Virginia Department of Highways & Transportation.

17. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

18. If the parties hereto, or any of them or their heirs and assigns, shall violate or attempt to violate any of the covenants and restrictions herein before January 1, 2035, it shall be lawful for any other person or persons owning any other lot or lots in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restrictions, and either to prevent him or them from so doing or to recover damages or other dues for such violation.

IN TESTIMONY WHEREOF, witness the signature of Penn Development Corporation signed by its President this the 12th day of March, 1985.

PENN DEVELOPMENT CORPORATION

By  O. J. Frink, Jr., President

LAW OFFICES
W. KETT & LOGAN
ROANOKE, VA