0443
0499

BK 443 PG 499

HILLCREST ESTATES

DECLARATION OF RESTRICTIONS AND COVENANTS

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, THOMAS B. BLIZZARD and APRIL S. BLIZZARD, husband and wife, Developers of Hillcrest Estates, hereby file this Deed of Restrictions and Covenants and certify that they are the owners of a certain tract or parcel of land conveyed to them by the following Deed:

(1) Deed dated 6 November 1992, recorded in the Clerk's Office of the Circuit Court of Carroll County, Virginia, in Deed Book 430, at Page 621, from Carl R. Salmons and Marie S. Salmons, husband and wife, to which reference is made for a more complete description.

The undersigned have heretofore recorded a plat of survey of Hillcrest Estates, to which reference is made for a more particular description.

The undersigned propose to sell the aforesaid land subject to the following easements, restrictions, covenants and conditions, which shall be effective as of this date:

1. No lot or group of lots may be resubdivided so as to produce a greater number of lots.

2. No mobile homes or campers including double-wides shall be permitted.

3. No structure of a temporary character, trailer, mobile home, basement (unless basement is a part of the house erected at the same time) tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

4. No lot shall be used or maintained as a dumping ground for rubbish. All property shall be kept in an orderly sanitary condition at all times.

5. No obnoxious or offensive activity shall be allowed upon any lot, nor shall anything be done thereon tending to cause embarrassment, annoyance, or nuisance to the neighborhood. There shall not be maintained or kept any device or thing of any form whose normal activity or existence is in any way unsightly, unpleasant, obnoxious, dangerous, or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof.

6. Livestock and pets may be maintained on lots in Hillcrest Estates, providing that the permissible kind and quantity of such livestock or pets will be subject to the approval of the owners of Hillcrest Estates.

7. All fuel tanks, or any other tanks, if above ground, including all cylinders shall be housed out of view from adjoining property.

8. Parking of cars, boats, trailers, or any mobile units on streets or street right-of-way is not permitted.

TIMOTHY J. TOLBERT
Attorney at Law
512 N. Main Street
Hillsville, Virginia 24343

10. No unlicensed or disabled vehicles, industrial, construction equipment shall be parked on any lot, except when housed in a garage with said vehicles or equipment out of view from adjoining property.

11. In the case of delayed completion of construction of the home or vacant lots, the owner agrees to keep all grass clipped at a normal lawn length.

12. No building may be closer to the centerline of a street than 55 feet or nearer the other lot boundaries than 15 feet. Should more than one lot be purchased and blocked for the purposes of a single dwelling, then the common interior lines between said lots shall not be counted as lot boundaries.

13. Each lot shall be used solely for single family dwellings, outbuildings for these dwellings may include dependency buildings, compatible with normal residential properties.

14. No sign board or advertising posters are to be permitted on any land in Hillcrest, except signs or notices which may offer the property for rent or sale, and/or appropriate sign to shown the name of the owner and/or name for the property of any landowner.

15. All residential buildings shall have at least 1200 sq. ft. of ground level floor space, exclusive of porches, patios, basements, and garages. Plans must be submitted to the Developer for consultation, coordination, and approval prior to the beginning of construction. These plans will include site planning and/or development of landscaping.

16. It is agreed that a Property Owners' Association to be known as Hillcrest Estates Property Owners' Association shall be formed with membership as determined by the Bylaws of the Association, and that this Association shall establish and to collect reasonable annual assessment charges for street maintenance and operation of the private water system and to otherwise promote the common welfare of the Subdivision. Upon the withdrawal of the Developer and/or the completion of the Subdivision, the Association shall succeed to all the rights and privileges reserved in this Deed by the Developer.

17. The Developers and the Association hereby reserve unto themselves, their successors and assigns, jointly and severally, a permanent easement ten (10) feet in width on the front and side lines of each of the numbered lots for the purposes of constructing, repairing and maintaining utility lines.

18. The above restrictions concerning the above land may be repealed, revised, or redrawn at any time by the Developer or by the Association after withdrawal of the Developer.

19. All restrictions shall run with the land and shall be binding on all subsequent land owners

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whether acquiring title through the original owners of Hillcrest Estates, or otherwise.

WITNESS the following signatures and seals:

Thomas B Blizzard (SEAL)

THOMAS B. BLIZZARD

April S Blizzard (SEAL)

APRIL S. BLIZZARD

STATE OF VIRGINIA AT LARGE

COUNTY OF CARROLL, to-wit:

I, Renae M. Coulson, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that THOMAS B. BLIZZARD and APRIL S. BLIZZARD, husband and wife, whose names are signed to the foregoing Declaration of Restrictions and Covenants, appeared before me and acknowledged the same in my county and state aforesaid.

Given under my hand this 3rd day of September 1993.

My commission expires: July 31, 1995

Renae M. Coulson
Notary Public

RENAE M. COULSON NOTARY PUBLIC COMMONWEALTH OF VIRGINIA

Virginia: In Carroll County Court Clerks Office 7-7-1993 the foregoing instrument received in office with certificate thereto annexed and admitted to record at 2:11 o'clock P M and duly indexed with all required tax paid under Sec. 58-54.1
Clerk
Add Tax

INSTRUMENT NO. 2978
DELIVERED/~~MAILED TO~~:
Timothy J. Tolbert

VERIFIED & FILMED
SEP 7 1993

TIMOTHY J. TOLBERT
Attorney at Law
312 N. Main Street
Hillsville, Virginia 24343

0799
0404

BK 799 PG 404 C0322

AMENDED
DECLARATION OF RESTRICTIONS AND COVENANTS HILLCREST ESTATES

THIS AMENDED DECLARATION, made this 20th day of December 2006, by **THOMAS B. BLIZZARD** and **APRIL S. BLIZZARD**, husband and wife, hereinafter called "Declarants".

WITNESSETH

WHEREAS, the Declarants are the developers of real property collectively known as "Hillcrest Estates"; and

WHEREAS, a previous Declaration of Restrictions and Covenants dated September 3, 1993, was recorded in the Clerk's Office of the Circuit Court of Carroll County, Virginia, in Deed Book 443, at Page 499; and

WHEREAS, the Declarants wish to amend those covenants, restrictions and onditions previously recorded in Deed Book 443, at Page 499; and

NOW, THEREFORE, the undersigned Declarants do hereby amend the previous Declaration of Restrictions and Covenants recorded in Deed Book 443, at Page 499, to read as follows:

Paragraph 12 shall be amended to read as follows:

No building may be closer to the centerline of a street than 40 feet or nearer the other lot boundaries than 15 feet. Should more than one lot be purchased and blocked for the purposes of a single dwelling, then the common interior lines between said lots shall not be counted as lot boundaries.

With the exception of the above changes, the previous Declaration of Restrictions and Covenants of record in Deed Book 443, at Page 499, shall remain in full force and effect.

TIMOTHY J. TOLBE
Attorney at Law

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WITNESS the following signatures and seals:

Thomas B Blizzard (SEAL)
THOMAS B. BLIZZARD

April S. Blizzard (SEAL)
APRIL S. BLIZZARD

STATE OF North Carolina

COUNTY OF Lenoir, to-wit:

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 20th day of December 2006, by THOMAS B. BLIZZARD and APRIL S. BLIZZARD, husband and wife.

My commission expires: 1-2-08

TERESA DILDA NOTARY PUBLIC LENOIR COUNTY, NC

Teresa Dilda
Notary Public

INSTRUMENT #0700322
RECORDED IN THE CLERK'S OFFICE OF
CARROLL COUNTY ON
JANUARY 22, 2007 AT 01:26PM
CAROLYN H. HONEYCUTT, CLERK

RECORDED BY: BAF

Delivered to

TIMOTHY J. TOLBERT
Attorney at Law

BK 930 PG 239 - 03309

When recorded, return to: Juanita C. Duffy

AMENDED
DECLARATION OF RESTRICTIONS AND COVENANTS
HILLCREST ESTATES

THIS AMENDED DECLARATION made this 12th day of October 2011, by **RANDALL L. YOW**, as President of the Hillcrest Estates Property Owner's Association, and **JUANITA C. DUFFY**, as Secretary of the Hillcrest Estates Property Owner's Association, hereinafter called "Declarants."

WITNESSETH

WHEREAS, the Declarants are officers of the Hillcrest Estates Property Owner's Association; and

WHEREAS, a previous Declaration of Restrictions and Covenants dated September 3, 1993, was recorded in the Clerk's Office of the Circuit Court of Carroll County, Virginia, in Deed Book 443, at Page 499; and

WHEREAS, the Declarants wish to amend those covenants, restrictions and conditions previously recorded in Deed Book 443, at Page 499; and

NOW, THEREFORE, the undersigned Declarants do hereby amend the previous Declaration of Restrictions and Covenants recorded in Deed Book 443, at Page 499, to read as follows:

Paragraph 11 shall be amended to read as follows:

In case of delayed completion of construction of the home, the owner agrees to keep all grass clipped at a normal lawn length. The home should be completed within one (1) year of the commencement of the construction of the home. Any damage that occurs to the property during construction or the completion of the yard work must be repaired. The damaged area must be put back to its original state before construction, within ninety (90) days. This includes damages done by heavy equipment and trucks to asphalt while using the roads. The property owner is responsible for what occurs during construction. Failure to comply shall be a charge on the land in the amount it takes to put the property in its original state. It shall be a continuing lien on the property with costs and attorney's fees and shall be the obligation of the person who is the owner of the property.

LBERT & TOLBERT, L.L.P.
Attorneys at Law

Paragraph 15 shall be amended to read as follows:

While there is no upper limit for heated living floor space (1st floor), home structures may not exceed a two (2) story home plus a basement substantially underground. The home shall have at least 1500 square feet of heated living area in a total for the 1st and 2nd floor, exclusive or porches, patios, basements and garages. Plans must be submitted to the Board of Directors for consultation, coordination and approval prior to the beginning of construction. These plans will include site planning and/or development of landscaping.

Paragraph 20 shall be added to read as follows:

Any improvement on the property to any house or outbuilding must be approved by the Board of Directors.

Paragraph 21 shall be added to read as follows:

All owners of undeveloped lots must maintain their lots or they must participate in the Association's bush hogging program which provides periodic mowing of undeveloped lots. The property owner will be billed for this service by the contracted mower. This transaction is not recorded by the Association nor is it a part of the Association's books.

Paragraph 22 shall be added to read as follows:

Within seven (7) days after receiving title to a lot or a single family dwelling, the purchaser shall give written notice to the Association of his ownership. Upon failure of an owner to give the required notice within a seven (7) day time period herein, the Board may levy fines against the owner thereof and asses the owner for all costs incurred by the Association in its efforts to establish ownership.

Paragraph 23 shall be added to read as follows:

No hunting or discharge of firearms is permitted on the property.

Paragraph 24 shall be added to read as follows:

All easements, restrictions, covenants and conditions shall run with the land and shall be binding on all subsequent property owners in Hillcrest Estates regardless of how property ownership is obtained.

Paragraph 25 shall be added to read as follows:

Objects such as large and undesirably conspicuous satellite dishes and antennae

are not allowed.

Paragraph 26 shall be added to read as follows:

The developer shall continue to have a vote as provided herein with respect to lots for which the developer remains as owner.

With the exception of the above changes, the previous Declaration of Restrictions and Covenants of record in Deed Book 443, at Page 499, shall remain in full force and effect.

WITNESS the following signatures and seals:

HILLCREST ESTATES PROPERTY OWNER'S ASSOCIATION

By _____ (SEAL)
RANDALL L. YOW, President

By _____ (SEAL)
JUANITA C. DUFFY, Secretary

COMMONWEALTH OF VIRGINIA

COUNTY OF Carroll, to-wit:

The foregoing instrument was subscribed, sworn to and acknowledged before me this 14th day of October 2011, by RANDALL L. YOW, as President of the Hillcrest Estates Property Owner's Association.

My commission expires: 1/31/15

Sheena Higgs
Notary ID #7146381
Notary Public
Commonwealth of Virginia
My commission expires
January 31, 2015

Sheena Higgs
Notary Public

COMMONWEALTH OF VIRGINIA

COUNTY OF Carroll, to-wit:

The foregoing instrument was subscribed, sworn to and acknowledged before me this 14th day of October 2011, by JUANITA C. DUFFY, as Secretary of the Hillcrest Estates Property Owner's Association.

My commission expires: 1/31/15

Sheena Higgs
Notary Public

Sheena Higgs
Notary ID #7146381
Notary Public
Commonwealth of Virginia
My commission expires
January 31, 2015

OLBERT & TOLBERT, L.L.P.
Attorneys at Law
606 Pine Street
Hillsville, Virginia 24343
(276) 728-2371

INSTRUMENT #110330
RECORDED IN THE CLERK'S OFFICE OF
CARROLL COUNTY ON
OCTOBER 14, 2011 AT 01:21PM
CAROLYN H. HONEYCUTT, CLERK
RECORDED BY: JHH