



Protective Covenants and Restrictions

1. All numbered lots shall be used for residential purposes only and no dwelling other than a single family dwelling shall be erected upon a lot.
2. No modular or trailer style home shall be permitted.
3. No dwelling shall be erected or maintained on any lot which shall contain less than 1800 square feet (floor area) of heated and finished living space if such dwelling be a one story or split level structure, nor less than 2200 square feet (floor area) for a 1 - 1/2 story dwelling, nor less than 2400 square feet (floor area) of such space for a 2 story dwelling. Garages, carports, porches, breezeways, stoops and basement areas shall not be included in the tabulation of the minimum square footage of living area.
4. ARCHITECTURAL REVIEW COMMITTEE - All construction, additions, renovations, site work, or landscaping must first be approved by an Architectural Review Committee prior to beginning of work. This committee will be made up of the Owner/Developer and two (2) appointees of the Owner/Developer.
5. All exterior surfaces above grade level of any dwelling constructed on any lot shall be faced with brick, stone, stucco, or other material as approved by the Architectural Review Committee and not concrete or cinderblock.
6. The building setback line shall be as shown on the plat. Side and rear setbacks shall conform to the respective County Ordinance.
7. No lot or any part thereof shall be used for public access from the property subdivided by this plat to or from adjacent property located outside Somerset Meadows without the prior approval of the Owner/Developer.
8. No farm animals, swine or poultry of any kind will be allowed. House pet shall be kept or maintained on any lot. Dogs and cats shall not be allowed to roam at large without the supervision of their owner, nor shall be allowed to bark excessively and loudly to the constant annoyance of neighbors.
9. No dwelling shall be erected on any lot unless construction of said dwelling is made under contract with a licensed general contractor. Construction of any dwelling must be completed within nine (9) months from the commencement of construction.

10. All buildings on the lot other than the principal dwelling shall be built of wood or the same type material and with a similar architectural design as the principal dwelling. In no case shall they be constructed of metal. All construction of any such structures will be subject to review by the Architectural Review Committee.
11. No noxious or offensive activity shall be carried on within this subdivision, nor shall anything be done which shall constitute a nuisance to the adjoining landowner.
12. No sign or billboard of any nature shall be erected or maintained on any lot except signs of the usual and customary size and design offering the property for sale or rent.
13. No tractor, trailer, commercial truck or similar property shall regularly be parked on any lot. Boats, recreational vehicles, camping trailers, buses and the like may be parked only in the backyard behind the dwelling, or in closed garages, but shall not exceed eighteen (18) feet in length or eight (8) feet in height and they shall not be used for residential purposes. Only one recreational vehicle will be allowed other than those housed within approved enclosed structures. No inoperable or unlicensed vehicle shall be stored or regularly parked on any lot. No trade materials or inventories may be stored on any lot.
14. Recreational equipment, swing sets or other tot lot type equipment shall be allowed within the rear yard area only.
15. Before construction of any driveway, whether temporary or permanent, a culvert or drain pipe must be installed. The size and location of said drain pipe must be to VDOT standards. All driveway entrances and mailbox entrances shall conform to the minimum requirements of the Virginia Department of Transportation (VDOT). A gravel drive must be installed prior to any construction on any lot to provide off street parking for construction vehicles in order to prevent soil erosion and to keep mud and debris off the streets. The builder and lot owner will be liable, jointly and severally, for damage to the street shoulder of the road, utilities and for the costs of conforming to VDOT standards for driveway and mailbox entrances.
16. Off street parking shall be provided on each lot sufficient to accommodate at least two (2) automobiles. Driveways must be surfaced with asphalt, concrete, or some other suitable material as approved by the Architectural Review Committee.
17. After purchase from the Owner/Developer, each lot owner shall keep his property in this subdivision free of tall grass, dead trees, undergrowth, trash and rubbish. No debris, junk, used appliances or household goods shall be located outside of a garage or other building so as to be visible from any other lot. Wood stacks or piles must be located on the back side of the dwelling.
18. Fences or walls shall not exceed four (4) feet in height and shall be of rock, brick or wood fencing materials. Wire or chain link fences will not be permitted.
19. Disc type television antenna shall not exceed 36 inches and shall be permitted in rear yard of house only and concealed as much as possible.

20. The Owner/Developer reserves the right to erect, put down, install and maintain utility systems along, in, on, over, and under the land in this subdivision set apart as streets, easements or otherwise for public passage over same.
21. The Owner/Developer reserves the right to change and modify the subdivision plan by changing the size and shape of any unsold lot shown therein including any building setback or dwelling requirement or to open, close and relocate new streets or undedicated streets. The Owner/Developer also reserves the right to grant variances for those restrictions where in their discretion a hardship will be caused by the compliance therewith.
22. Enforcement of these restrictions shall be by proceedings at law or in equity either to restrain violation or to recover damages against any person or persons violating or attempting to violate any covenant, and any said person or persons violating or attempting to violate any covenant shall be liable for all reasonable costs and attorneys fees in connections with any enforcement proceedings.
23. These restrictions shall run as covenants with the title to all lots shown on the plat and without limitations in time except that the same may be amended or rescinded at any time by written declaration to that effect executed by Owner/Developer, their successors and assigns, or by 60% majority of the owners of record of the Section, and recorded in the Clerk's Office of the Circuit Court of Bedford, County, Virginia.