

VIRGINIA LAND RECORD COVER SHEET

Commonwealth of Virginia VA. CODE §§ 17.1-223, -227.1, -249

FORM A – COVER SHEET CONTENTInstrument Date: 12/1/2020Instrument Type: RESTNumber of Parcels: 34 Number of Pages: 29☐ City ☒ County ROANOKE
CIRCUIT COURTTax Exempt? VIRGINIA/FEDERAL CODE SECTION☐ Grantor:☐ Grantee:

Business/Name

1 ☒ Grantor: STONERIDGE AT BENT MOUNTIAN LLC

Grantor:

1 Grantee: HATCHER, VINCENT L2 Grantee: HATCHER, VINCE

Grantee Address

Name: VINCENT L HATCHER

Address:

City: State: VA Zip Code:Consideration: \$0.00 Existing Debt: \$0.00 Actual Value/Assumed: \$0.00

PRIOR INSTRUMENT UNDER § 58.1-803(D):

Original Principal: \$0.00 Fair Market Value Increase: \$0.00

Original Book No.: Original Page No.: Original Instrument No.:

Prior Recording At: ☐ City ☐ County Percentage In This Jurisdiction: 100%

Book Number: Page Number: Instrument Number:

Parcel Identification Number/Tax Map Number: 111.00-04-04.00-0000

Short Property Description:

Current Property Address:

City: BENT MOUNTAIN State: VA Zip Code: 24059Instrument Prepared By: DAVID HELSCHER Recording Paid By: DAVID HELSCHERRecording Returned To: DAVID HELSCHERAddress: 3140 CHAPPARAL DR. SUITE 200CCity: ROANOKE State: VA Zip Code: 24018

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INSTRUMENT 202103550
RECORDED IN THE CLERK'S OFFICE OF
ROANOKE COUNTY CIRCUIT COURT ON
MARCH 15, 2021 AT 12:11 PM
STEVEN A. MCGRAW, CLERK
RECORDED BY: SSSJ

(Area Above Reserved For Deed Stamp Only)

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VIRGINIA LAND RECORD COVER SHEET

Commonwealth of Virginia VA. CODE §§ 17.1-223, -227.1, -249

FORM B – ADDITIONAL GRANTORS/GRANTEESInstrument Date: 12/1/2020Instrument Type: RESTNumber of Parcels: 34 Number of Pages: 29[] City [X] County ROANOKE
CIRCUIT COURT

Grantor Business/Name

(Area Above Reserved For Deed Stamp Only)

..... Grantor:

..... Grantor:

..... Grantor:

..... Grantor:

..... Grantor:

..... Grantor:

..... Grantor:

..... Grantor:

Grantee Business/Name

3 Grantee: HATCHER, CHRISTINE E.

4 Grantee: HATCHER, TINA

5 Grantee: BRYANT, JOSEPH HARDIN JR

6 Grantee: BRYANT, HARDY

7 Grantee: BRYANT, SUZANNE M

8 Grantee: BRYANT, SUZANNE

9 Grantee: HARROP, LESLEY ANN

10 Grantee: HARROP, LESLIE



VIRGINIA LAND RECORD COVER SHEET

Commonwealth of Virginia VA. CODE §§ 17.1-223, -227.1, -249

FORM B – ADDITIONAL GRANTORS/GRANTEES

Instrument Date: 12/1/2020

Instrument Type: REST

Number of Parcels: 34 Number of Pages: 29

[] City [X] County ROANOKE
CIRCUIT COURT

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Grantor Business/Name

(Area Above Reserved For Deed Stamp Only)

Grantor: _____
Grantor: _____
Grantor: _____
Grantor: _____
Grantor: _____
Grantor: _____
Grantor: _____
Grantor: _____

Grantee Business/Name

11 Grantee: HARROP, KEITH IVERSON II
12 Grantee: HANES, STEVEN G
13 Grantee: HANES, STEVE
14 Grantee: HANES, PATTI C
15 Grantee: HANES, PATTI
16 Grantee: KOVATS, GEORGE Z
17 Grantee: KOVATS, GEORGE
18 Grantee: KOVATS, ANN M



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VIRGINIA LAND RECORD COVER SHEET

Commonwealth of Virginia VA. CODE §§ 17.1-223, -227.1, -249

FORM B – ADDITIONAL GRANTORS/GRANTEES

Instrument Date: 12/1/2020

Instrument Type: REST

Number of Parcels: 34 Number of Pages: 29

[] City [X] County ROANOKE
CIRCUIT COURT

Grantor Business/Name

(Area Above Reserved For Deed Stamp Only)

Grantor: _____

Grantor: _____

Grantor: _____

Grantor: _____

Grantor: _____

Grantor: _____

Grantor: _____

Grantor: _____

Grantee Business/Name

19 Grantee: KOVATS, ANN

20 Grantee: REGAN, BARRY A

21 Grantee: REGAN, BARRY

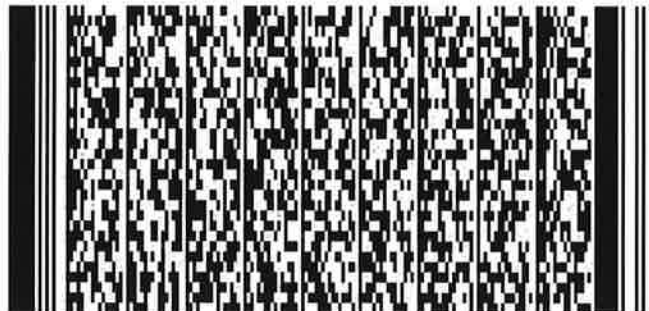
22 Grantee: REGAN, MONICA L

23 Grantee: REGAN, MONICA

24 Grantee: PEDIGO, JIMMY L

25 Grantee: PEDIGO, JIMMY

26 Grantee: PEDIGO, LISA H



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VIRGINIA LAND RECORD COVER SHEET

Commonwealth of Virginia VA. CODE §§ 17.1-223, -227.1, -249

FORM B – ADDITIONAL GRANTORS/GRANTEES

Instrument Date: 12/1/2020

Instrument Type: REST

Number of Parcels: 34 Number of Pages: 29

[] City [X] County ROANOKE
CIRCUIT COURT

Grantor Business/Name*(Area Above Reserved For Deed Stamp Only)*

Grantor: _____
 Grantor: _____
 Grantor: _____
 Grantor: _____
 Grantor: _____
 Grantor: _____
 Grantor: _____
 Grantor: _____

Grantee Business/Name

27 Grantee: PEDIGO, LISA
 28 Grantee: BUSHAMN, CHARLES MATHEW
 29 Grantee: BUSHAM, MATHEW
 30 Grantee: PRINCE, ALLEN
 31 Grantee: PRINCE, KAROLINE
 32 Grantee: POLLARD, ROBERT R
 33 Grantee: POLLARD, ROBERT
 34 Grantee: POLLARD, DIANE R



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VIRGINIA LAND RECORD COVER SHEET

Commonwealth of Virginia VA. CODE §§ 17.1-223, -227.1, -249

FORM B – ADDITIONAL GRANTORS/GRANTEES

Instrument Date: 12/1/2020

Instrument Type: REST

Number of Parcels: 34 Number of Pages: 29

[] City [X] County ROANOKE
CIRCUIT COURT

Grantor Business/Name*(Area Above Reserved For Deed Stamp Only)*

..... Grantor:

..... Grantor:

..... Grantor:

..... Grantor:

..... Grantor:

..... Grantor:

..... Grantor:

..... Grantor:

Grantee Business/Name

..... 35 Grantee: POLLARD, DIANE

..... 36 Grantee: LAWSON, SEAN

..... 37 Grantee: LAWSON, ASHLEY

..... 38 Grantee: WACHNOWSKY, TRUSTEE, STEPHEN

..... 39 Grantee: WACHNOWSKY, STEPEHN

..... 40 Grantee: WACHNOWSKY, TRUSTEE, KAREN

..... 41 Grantee: WACHNOWKSY, KAREN

..... 42 X Grantee: STONERIDGE AT BENT MOUNTAIN LLC



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VIRGINIA LAND RECORD COVER SHEET

Commonwealth of Virginia VA. CODE §§ 17.1-223, -227.1, -249

FORM B – ADDITIONAL GRANTORS/GRANTEESInstrument Date: 12/1/2020Instrument Type: RESTNumber of Parcels: 34 Number of Pages: 29[] City [X] County ROANOKE
CIRCUIT COURT**Grantor Business/Name***(Area Above Reserved For Deed Stamp Only)*

..... Grantor:

..... Grantor:

..... Grantor:

..... Grantor:

..... Grantor:

..... Grantor:

..... Grantor:

..... Grantor:

Grantee Business/Name

43 Grantee: RICHARDS, PAUL J

44 Grantee: RICHARDS, PAUL

45 Grantee: RICHARDS, ERIN M

46 Grantee: RICHARDS, ERIN

47 × Grantee: MILESTONE DEVELOPMENT HOUSING LLC

48 Grantee: O'MEARA, JONATHAN MICHAEL

49 Grantee: O'MEARA, JONATHAN

..... Grantee:



VIRGINIA LAND RECORD COVER SHEET

Commonwealth of Virginia VA. CODE §§ 17.1-223, -227.1, -249

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FORM C – ADDITIONAL PARCELS

Instrument Date: 12/1/2020

Instrument Type: REST

Number of Parcels: 34 Number of Pages: 29

[] City [X] County ROANOKE
CIRCUIT COURT

Parcels Identification/Tax Map

Prior Recording At:

[] City [] County

Percentage In This Jurisdiction: 100%

Book Number: Page Number:

Instrument Number:

Parcel Identification Number (PIN)/Tax Map Number: 111.00-04.06.00-0000

Short Property Description:

Current Property Address:

City: BENT MOUNTAIN State: VA Zip Code: 24059

Prior Recording At:

[] City [] County Percentage In This Jurisdiction: 100%

Book Number: Page Number: Instrument Number:

Parcel Identification Number/Tax Map Number: 111.00-04-09.00-0000

Short Property Description:

Current Property Address:

City: BENT MOUNTAIN State: VA Zip Code: 24059



(Area Above Reserved For Deed Stamp Only)

VIRGINIA LAND RECORD COVER SHEET

Commonwealth of Virginia VA. CODE §§ 17.1-223, -227.1, -249

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FORM C – ADDITIONAL PARCELS

Instrument Date: 12/1/2020

Instrument Type: REST

Number of Parcels: 34 Number of Pages: 29

[] City [X] County ROANOKE
CIRCUIT COURT

Parcels Identification/Tax Map

Prior Recording At:

[] City [] County

Percentage In This Jurisdiction: 100%

Book Number: Page Number:

Instrument Number:

Parcel Identification Number (PIN)/Tax Map Number: 111.00-04-01.00-0000

Short Property Description:

Current Property Address:

City: BENT MOUNTAIN State: VA Zip Code: 24059

Prior Recording At:

[] City [] County Percentage In This Jurisdiction: 100%

Book Number: Page Number: Instrument Number:

Parcel Identification Number/Tax Map Number: 111.00-04-02.00-0000

Short Property Description:

Current Property Address:

City: ROANOKE State: VA Zip Code: 24059



(Area Above Reserved For Deed Stamp Only)

VIRGINIA LAND RECORD COVER SHEET

Commonwealth of Virginia VA. CODE §§ 17.1-223, -227.1, -249

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FORM C – ADDITIONAL PARCELS

Instrument Date: 12/1/2020

Instrument Type: REST

Number of Parcels: 34 Number of Pages: 29

[] City [X] County ROANOKE
CIRCUIT COURT

Parcels Identification/Tax Map

Prior Recording At:

[] City [] County

Percentage In This Jurisdiction: 100%

Book Number: Page Number:

Instrument Number:

Parcel Identification Number (PIN)/Tax Map Number: 111.00-04-03.00-0000

Short Property Description:

Current Property Address:

City: BENT MOUNTAIN State: VA Zip Code: 24059

Prior Recording At:

[] City [] County Percentage In This Jurisdiction: 100%

Book Number: Page Number: Instrument Number:

Parcel Identification Number/Tax Map Number: 111.00-04.11.00-0000

Short Property Description:

Current Property Address:

City: BENT MOUNTAIN State: VA Zip Code: 24059



(Area Above Reserved For Deed Stamp Only)

VIRGINIA LAND RECORD COVER SHEET

Commonwealth of Virginia VA. CODE §§ 17.1-223, -227.1, -249

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FORM C – ADDITIONAL PARCELS

Instrument Date: 12/1/2020

Instrument Type: REST

Number of Parcels: 34 Number of Pages: 29

[] City [X] County ROANOKE
CIRCUIT COURT

Parcels Identification/Tax Map

Prior Recording At:

[] City [] County

Percentage In This Jurisdiction: 100%

Book Number: Page Number:

Instrument Number:

Parcel Identification Number (PIN)/Tax Map Number: 111.00-04-14.00-0000

Short Property Description:

Current Property Address:

City: BENT MOUNTAIN State: VA Zip Code: 24059

Prior Recording At:

[] City [] County Percentage In This Jurisdiction: 100%

Book Number: Page Number: Instrument Number:

Parcel Identification Number/Tax Map Number: 111.00-04-15.00-0000

Short Property Description:

Current Property Address:

City: BENT MOUNTAIN State: VA Zip Code: 24015



(Area Above Reserved For Deed Stamp Only)

VIRGINIA LAND RECORD COVER SHEET

Commonwealth of Virginia VA. CODE §§ 17.1-223, -227.1, -249

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FORM C – ADDITIONAL PARCELS

Instrument Date: 12/1/2020

Instrument Type: REST

Number of Parcels: 34 Number of Pages: 29

[] City [X] County ROANOKE
CIRCUIT COURT

Parcels Identification/Tax Map

Prior Recording At:

[] City [] County

Percentage In This Jurisdiction: 100%

Book Number: Page Number:

Instrument Number:

Parcel Identification Number (PIN)/Tax Map Number: 111.00-04.31.00-0000

Short Property Description:

Current Property Address:

City: BENT MOUNTAIN State: VA Zip Code: 24059

Prior Recording At:

[] City [] County Percentage In This Jurisdiction: 100%

Book Number: Page Number: Instrument Number:

Parcel Identification Number/Tax Map Number: 111.00-04-24.00-0000

Short Property Description:

Current Property Address:

City: BENT MOUNTAIN State: VA Zip Code: 24059



(Area Above Reserved For Deed Stamp Only)

VIRGINIA LAND RECORD COVER SHEET

Commonwealth of Virginia VA. CODE §§ 17.1-223, -227.1, -249

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FORM C – ADDITIONAL PARCELS

Instrument Date: 12/1/2020

Instrument Type: REST

Number of Parcels: 34 Number of Pages: 29

[] City [X] County ROANOKE
CIRCUIT COURT

Parcels Identification/Tax Map

Prior Recording At:

[] City [] County

Percentage In This Jurisdiction: 100%

Book Number: Page Number:

Instrument Number:

Parcel Identification Number (PIN)/Tax Map Number: 111.00-04-25.00-0000

Short Property Description:

Current Property Address:

City: BENT MOUNTAIN State: VA Zip Code: 24059

Prior Recording At:

[] City [] County Percentage In This Jurisdiction: 100%

Book Number: Page Number: Instrument Number:

Parcel Identification Number/Tax Map Number: 111.00-04-27.00-0000

Short Property Description:

Current Property Address:

City: BENT MOUNTAIN State: VA Zip Code: 24059



VIRGINIA LAND RECORD COVER SHEET

Commonwealth of Virginia VA. CODE §§ 17.1-223, -227.1, -249

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FORM C – ADDITIONAL PARCELS

Instrument Date: 12/1/2020

Instrument Type: REST

Number of Parcels: 34 Number of Pages: 29

[] City [X] County ROANOKE
CIRCUIT COURT

Parcels Identification/Tax Map

Prior Recording At:

[] City [] County

Percentage In This Jurisdiction: 100%

Book Number: Page Number:

Instrument Number:

Parcel Identification Number (PIN)/Tax Map Number: 111.00-04-26.00-0000

Short Property Description:

Current Property Address:

City: BENT MOUNTAIN State: VA Zip Code: 24059

Prior Recording At:

[] City [] County Percentage In This Jurisdiction: 100%

Book Number: Page Number: Instrument Number:

Parcel Identification Number/Tax Map Number: 111.00-04-18.00-0000

Short Property Description:

Current Property Address:

City: BENT MOUNTAIN State: VA Zip Code: 24059



(Area Above Reserved For Deed Stamp Only)

VIRGINIA LAND RECORD COVER SHEET

Commonwealth of Virginia VA. CODE §§ 17.1-223, -227.1, -249

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FORM C – ADDITIONAL PARCELS

Instrument Date: 12/1/2020

Instrument Type: REST

Number of Parcels: 34 Number of Pages: 29

[] City [X] County ROANOKE
CIRCUIT COURT

Parcels Identification/Tax Map

Prior Recording At:

[] City [] County

Percentage In This Jurisdiction: 100%

Book Number: Page Number:

Instrument Number:

Parcel Identification Number (PIN)/Tax Map Number: 111.00-04-19.00-0000

Short Property Description:

Current Property Address:

City: BENT MOUNTAIN State: VA Zip Code: 24059

Prior Recording At:

[] City [] County Percentage In This Jurisdiction: 100%

Book Number: Page Number: Instrument Number:

Parcel Identification Number/Tax Map Number: 111.00-01-36.00-0000

Short Property Description:

Current Property Address:

City: BENT MOUNTAIN State: VA Zip Code: 24059



VIRGINIA LAND RECORD COVER SHEET

Commonwealth of Virginia VA. CODE §§ 17.1-223, -227.1, -249

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FORM C – ADDITIONAL PARCELS

Instrument Date: 12/1/2020

Instrument Type: REST

Number of Parcels: 34 Number of Pages: 29

[] City [X] County ROANOKE
CIRCUIT COURT

Parcels Identification/Tax Map

Prior Recording At:

[] City [] County

Percentage In This Jurisdiction: 100%

Book Number: Page Number:

Instrument Number:

Parcel Identification Number (PIN)/Tax Map Number: 111.00-04-36.00-0000

Short Property Description:

Current Property Address:

City: ROBERT MOUNTAIN State: VA Zip Code: 24059

Prior Recording At:

[] City [] County Percentage In This Jurisdiction: 100%

Book Number: Page Number: Instrument Number:

Parcel Identification Number/Tax Map Number: 111.00-00-07.00-0000

Short Property Description:

Current Property Address:

City: BENT MOUNTAIN State: VA Zip Code: 24059



(Area Above Reserved For Deed Stamp Only)

VIRGINIA LAND RECORD COVER SHEET

Commonwealth of Virginia VA. CODE §§ 17.1-223, -227.1, -249

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FORM C – ADDITIONAL PARCELS

Instrument Date: 12/1/2020

Instrument Type: REST

Number of Parcels: 34 Number of Pages: 29

[] City [X] County ROANOKE
CIRCUIT COURT

Parcels Identification/Tax Map

Prior Recording At:

[] City [] County

Percentage In This Jurisdiction: 100%

Book Number: Page Number:

Instrument Number:

Parcel Identification Number (PIN)/Tax Map Number: 111.00-00-12.00-0000

Short Property Description:

Current Property Address:

City: BENT MOUNTAIN State: VA Zip Code: 24059

Prior Recording At:

[] City [] County Percentage In This Jurisdiction: 100%

Book Number: Page Number: Instrument Number:

Parcel Identification Number/Tax Map Number: 111.00-00-08.00-0000

Short Property Description:

Current Property Address:

City: BENT MOUNTAIN State: VA Zip Code: 24059



(Area Above Reserved For Deed Stamp Only)

VIRGINIA LAND RECORD COVER SHEET

Commonwealth of Virginia VA. CODE §§ 17.1-223, -227.1, -249

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FORM C – ADDITIONAL PARCELS

Instrument Date: 12/1/2020

Instrument Type: REST

Number of Parcels: 34 Number of Pages: 29

[] City [X] County ROANOKE
CIRCUIT COURT

Parcels Identification/Tax Map

Prior Recording At:

[] City [] County

Percentage In This Jurisdiction: 100%

Book Number: Page Number:

Instrument Number:

Parcel Identification Number (PIN)/Tax Map Number: 111.00-00-13.00-0000

Short Property Description:

Current Property Address:

City: BENT MOUNTAIN State: VA Zip Code: 24059

Prior Recording At:

[] City [] County Percentage In This Jurisdiction: 100%

Book Number: Page Number: Instrument Number:

Parcel Identification Number/Tax Map Number: 111.00-00-16.00-0000

Short Property Description:

Current Property Address:

City: BENT MOUNTAIN State: VA Zip Code: 24059



(Area Above Reserved For Deed Stamp Only)

VIRGINIA LAND RECORD COVER SHEET

Commonwealth of Virginia VA. CODE §§ 17.1-223, -227.1, -249



FORM C – ADDITIONAL PARCELS

Instrument Date: 12/1/2020

Instrument Type: REST

Number of Parcels: 34 Number of Pages: 29

[] City [X] County ROANOKE
CIRCUIT COURT

Parcels Identification/Tax Map

Prior Recording At:

[] City [] County

Percentage In This Jurisdiction: 100%

Book Number: Page Number:

Instrument Number:

Parcel Identification Number (PIN)/Tax Map Number: 111.00-00-17.00-0000

Short Property Description:

Current Property Address:

City: BENT MOUNTAIN State: VA Zip Code: 24059

Prior Recording At:

[] City [] County Percentage In This Jurisdiction: 100%

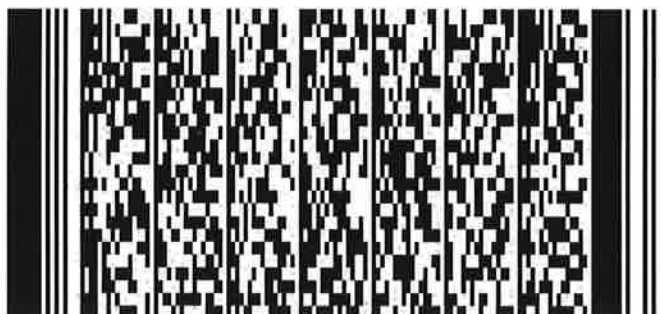
Book Number: Page Number: Instrument Number:

Parcel Identification Number/Tax Map Number: 111.00-00-23.00-0000

Short Property Description:

Current Property Address:

City: BENT MOUNTAIN State: VA Zip Code: 24059



(Area Above Reserved For Deed Stamp Only)

VIRGINIA LAND RECORD COVER SHEET

Commonwealth of Virginia VA. CODE §§ 17.1-223, -227.1, -249

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FORM C – ADDITIONAL PARCELS

Instrument Date: 12/1/2020

Instrument Type: REST

Number of Parcels: 34 Number of Pages: 29

[] City [X] County ROANOKE
CIRCUIT COURT

Parcels Identification/Tax Map

Prior Recording At:

[] City [] County

Percentage In This Jurisdiction: 100%

Book Number: Page Number:

Instrument Number:

Parcel Identification Number (PIN)/Tax Map Number: 111.00-00-22.00-0000

Short Property Description:

Current Property Address:

City: BENT MOUNTAIN State: VA Zip Code: 24059

Prior Recording At:

[] City [] County Percentage In This Jurisdiction: 100%

Book Number: Page Number: Instrument Number:

Parcel Identification Number/Tax Map Number: 111.00-00-28.00-0000

Short Property Description:

Current Property Address:

City: BENT MOUNTAIN State: VA Zip Code: 24059



VIRGINIA LAND RECORD COVER SHEET

Commonwealth of Virginia VA. CODE §§ 17.1-223, -227.1, -249

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FORM C – ADDITIONAL PARCELS

Instrument Date: 12/1/2020

Instrument Type: REST

Number of Parcels: 34 Number of Pages: 29

[] City [X] County ROANOKE
CIRCUIT COURT

Parcels Identification/Tax Map

Prior Recording At:

[] City [] County

Percentage In This Jurisdiction: 100%

Book Number: Page Number:

Instrument Number:

Parcel Identification Number (PIN)/Tax Map Number: 111.00-00-21.00-0000

Short Property Description:

Current Property Address:

City: BENT MOUNTAIN State: VA Zip Code: 24059

Prior Recording At:

[] City [] County Percentage In This Jurisdiction: 100%

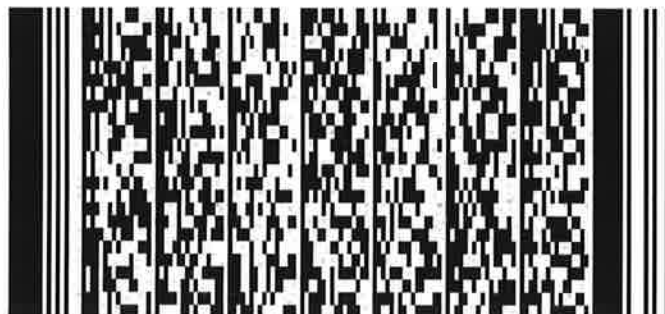
Book Number: Page Number: Instrument Number:

Parcel Identification Number/Tax Map Number: 111.00-00-29.00-0000

Short Property Description:

Current Property Address:

City: BENT MOUNTAIN State: VA Zip Code: 24059



(Area Above Reserved For Deed Stamp Only)

VIRGINIA LAND RECORD COVER SHEET

Commonwealth of Virginia VA. CODE §§ 17.1-223, -227.1, -249

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FORM C – ADDITIONAL PARCELS

Instrument Date: 12/1/2020

Instrument Type: REST

Number of Parcels: 34 Number of Pages: 29

[] City [X] County ROANOKE
CIRCUIT COURT

Parcels Identification/Tax Map

Prior Recording At:

[] City [] County

Percentage In This Jurisdiction: 100%

Book Number: Page Number:

Instrument Number:

Parcel Identification Number (PIN)/Tax Map Number: 111.00-00-20.00-0000

Short Property Description:

Current Property Address:

City: BENT MOUNTAIN State: VA Zip Code: 24059

Prior Recording At:

[] City [] County Percentage In This Jurisdiction: 100%

Book Number: Page Number: Instrument Number:

Parcel Identification Number/Tax Map Number: 111.00-00-30.00-0000

Short Property Description:

Current Property Address:

City: BENT MOUNTAIN State: VA Zip Code: 24059



VIRGINIA LAND RECORD COVER SHEET

Commonwealth of Virginia VA. CODE §§ 17.1-223, -227.1, -249

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FORM C – ADDITIONAL PARCELS

Instrument Date: 12/1/2020

Instrument Type: REST

Number of Parcels: 34 Number of Pages: 29

[] City [X] County ROANOKE
CIRCUIT COURT

Parcels Identification/Tax Map

Prior Recording At:

[] City [] County

Percentage In This Jurisdiction: 100%

Book Number: Page Number:

Instrument Number:

Parcel Identification Number (PIN)/Tax Map Number: 111.00.04-07.00-0000

Short Property Description:

Current Property Address:

City: BENT MOUNTAIN State: VA Zip Code: 24059

Prior Recording At:

[] City [] County Percentage In This Jurisdiction: 100%

Book Number: Page Number: Instrument Number:

Parcel Identification Number/Tax Map Number: 111.00-04-06.00-0000

Short Property Description:

Current Property Address:

City: BENT MOUNTAIN State: VA Zip Code: 24059



VIRGINIA LAND RECORD COVER SHEET

Commonwealth of Virginia VA. CODE §§ 17.1-223, -227.1, -249

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FORM C – ADDITIONAL PARCELS

Instrument Date: 12/1/2020

Instrument Type: REST

Number of Parcels: 34 Number of Pages: 29

[] City [X] County ROANOKE
CIRCUIT COURT

Parcels Identification/Tax Map

Prior Recording At:

[] City [] County

Percentage In This Jurisdiction: 100%

Book Number: Page Number:

Instrument Number:

Parcel Identification Number (PIN)/Tax Map Number: 111.00-04-34.00-0000

Short Property Description:

Current Property Address:

City: BENT MOUNTAIN State: VA Zip Code: 24059

Prior Recording At:

[] City [] County Percentage In This Jurisdiction:

Book Number: Page Number: Instrument Number:

Parcel Identification Number/Tax Map Number:

Short Property Description:

Current Property Address:

City: State: Zip Code:



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**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND
 RESTRICTIONS FOR STONERIDGE AT BENT MOUNTAIN**

This Declaration is made this 1st day of December, 2020, by the Members/Lot Owners of Lots in Stoneridge at Bent Mountain.

WITNESSETH,

Whereas the original Declaration for Stoneridge at Bent Mountain dated July 22, 2003 was recorded in the Circuit Court Clerk's office for Roanoke County, Virginia as Instrument number 200317471, and amended September 2, 2003 as Instrument number 200324634; and

Whereas, the Members, pursuant to Article X, Section 6 have voted to amend the Declaration and to Restate its provisions in their entirety, superceding all provisions of the original Declaration as hereinafter set forth.

Now, therefore, the Members, together with the duly elected members and officers of the Executive Board for Stoneridge at Bent Mountain hereby declare, the Property, being Lots 1 through 34, inclusive, as more particularly shown on plat of Stoneridge at Bent Mountain, Section One, prepared by Balzer and Associates, dated September 1, 2002 and recorded in the aforesaid Clerk's Office in Plat Book 22 page 152, shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements which are enacted for the purpose of protecting the value and desirability of said property and shall run with the title to said property and be binding on all parties holding an interest in same, their heirs, successors and assigns and shall inure to the benefit of each owner.

Article I - Definitions

The following terms, as used in this Declaration shall have the following meanings:

(a) "Association" shall mean and refer to Stoneridge at Bent Mountain Property Owners Association, Inc., its successors and assigns.

(b) "Common Elements" shall mean and refer to all real property and interests in real property (including easements) owned by the Association.

(c) "Declarant" shall mean and refer to Stoneridge at Bent Mountain, LLC, its successors and assigns, if such successors or assigns shall acquire more than one undeveloped lot.

(d) "Declaration" shall mean and refer to this Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Stoneridge at Bent Mountain recorded as Instrument No. _____ in the office of the Clerk of the Circuit Court of Roanoke County, Virginia.

(e) "Development" shall mean and refer to the Property, together with any additional property annexed and subjected to the provisions of this Declaration in accordance with this

Declaration.

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(f) "Dwelling" shall mean and refer to any structure constructed on a Lot and used or intended for use for residential purposes.

(g) "Executive Board" shall mean and refer to the executive board or board of directors of the Association, as appointed or elected in accordance with this Declaration and the Articles of Incorporation and Bylaws of the Association.

(h) "Institutional Lender" shall mean and refer to banks, savings and loan associations, insurance companies or other firms or entities customarily providing loans secured by first liens on residential property.

(i) "Lot" shall mean and refer to a numbered lot or parcel of land shown upon any recorded subdivision map of the Development. The Development shall initially include thirty four (34) Lots, as shown on the recorded plat of the Property.

(j) "Member" shall mean and refer to every Owner of a Lot who shall be entitled to membership in the Association, and as such entitled to one vote for each lot owned. Declarant shall be a member but shall not be entitled to vote in any Association business in exchange for the Association's waiver of Declarant's obligation to pay dues to the Association.

(k) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot in the Development, but excluding those having an interest in a Lot solely as security for an obligation.

(l) "Conduct of Meetings" The President, who shall be a Director of the Executive Board, shall preside over all meetings of the Board of Directors and the Secretary who may be but does not have to be a Director shall keep a minute book of the Board of Directors recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings. The then current edition of Robert's Rules of Order shall govern the conduct of the meetings of the Board of Directors when not in conflict with the Declaration or the Articles.

Article II - Use Restrictions

Section 1. Land Use. Lots may be used only for residential purposes by a single family. Renting or leasing of any part or portion of the owners property, which is deemed to include the primary dwelling, the garage, any outbuildings or storage sheds, as well as the lots itself, is prohibited. Renting or leasing is defined as the regular or periodic payment to the owner for use of the property, as hereinabove defined. Renting is also deemed to include occupancy of the property by anyone other than owners' immediate family.

Section 2. Resubdivision. No Lot shall be subdivided without the prior written consent of Declarant.

Section 3. Trees. No living tree over 8" in diameter, measured at four feet above the ground, shall be cut or otherwise intentionally killed on any Lot, except for trees located inside

or within thirty feet of the foundation of a proposed dwelling or other structure, and trees located within the necessary area of a driveway or septic system. Normal and necessary pruning and removal of dead limbs shall be allowed.

Section 4. Prohibited Structures. No structure of a temporary character shall be constructed, installed or allowed to remain on any Lot. No outside clothesline or similar structure shall be allowed on any Lot unless screened in such a manner that it is not visible from any street or any other Lot.

Section 5. Storage Tanks. Any storage tank for propane or other fuel or substance shall be buried or screened so that it is not visible from any street or other Lot.

Section 6. Signs. Except as required by law, no billboard, sign, poster or notice of any kind shall be erected or allowed to remain on any Lot. Notwithstanding the foregoing, the name of the Owner and the street address of the Lot may be posted on the mailbox, and one "For Sale" sign per Lot shall be allowed. Also, entrance signs for the Development may be installed and maintained as provided in Article IV, Section 1 below.

Section 7. Trash and Garbage Containers: Unused Equipment. Trash, garbage and other refuse of any kind shall not be kept on any Lot except in sanitary containers. Except on the night before and the day in which trash is being picked up by a commercial hauler or governmental service, any such container shall be screened so that it is not visible from any street or other Lot. Unused equipment, apparatus or clutter of any kind shall not be kept or allowed to remain on any Lot.

Section 8. Vehicles. Boats and Trailers. No motor vehicle shall be parked on any Lot in a location that is visible from any street or any other Lot unless there is displayed on such vehicle a currently valid license tag and state vehicle inspection sticker. No boat, camper, bus, motor home, recreational vehicle of any sort, tractor trailer or other trailer of any sort shall be parked on any Lot in a location that is visible from any street or any other Lot.

Section 9. Animals. No animals, livestock or poultry of any kind shall be kept or maintained on any Lot or in any Dwelling, except that (a) dogs, cats and other household pets may be kept or maintained for noncommercial purposes, provided that any dog must be kept on a leash when not on the Owner's Lot, and (b) horses may be kept or maintained in accordance with all applicable laws, ordinances and other governmental requirements.

Section 10. Nuisance. No unlawful activity shall be conducted or allowed on any Lot, nor shall anything be done thereon which shall cause or constitute a nuisance to the Development or any Owner.

Section 11. Leasing.

a. "Leasing," as used in this Declaration shall be synonymous with "renting". Leasing is only permitted if the entire property is leased for residential purposed and for a term of six (6) months or longer.

b. The owner must provide the Executive Board with a copy of the tenant application

used when the tenant was selected by the owner. The Executive Board shall have the right to review and approve the tenant, which approval shall not be unreasonably withheld. All leases must be in writing and signed copies furnished with the application.

- c. Leasing of the property is deemed to include the residence, garage, outbuilding if any and the lot.

All leases shall provide that the owner/landlord will provide the tenant with a copy of the Declaration and any amendments, the Bylaws as well as any Rules or Regulations passed by the Executive Board. The lease shall further provide that the tenant is bound by all provisions in the Stoneridge documents and the Executive Board will hold the owner responsible for the actions of their tenants.

- e. Any lease providing for less than a six (6) month terms, shall be treated as a tenancy at will, in violation of this Declaration and shall be grounds for the Owner of the Executive Board to file suit to have the tenant evicted, as a violation of these Covenants.

Article Section 12. Home -Based Business.

- a. Consistent with the requirements of Virginia Code Section 55.1-1821, lots may be used for the operation of a home-base business withing the residence so long as:
 - i. The operation of the business is not apparent by sight, sound or odor from outside the residence.
 - ii. The activity conforms with all applicable County ordinances, including zoning.
 - iii. No door to door solicitations within Stoneridge are conducted by the business.
 - iv. Conduct of the business does not increase traffic within Stoneridge or involves the coming and going of clients, customers and/or suppliers to and from the residence.
 - v. There are no employees of the business other than members of owners' family.
 - vi. The business is consistent with residential character of the neighborhood and does not constitute a nuisance or is in any offensive to the other residents of Stoneridge.
- b. No trade, business, or other activity shall be conducted on a lot without the written consent of the Executive Board, which will not be unreasonably withheld. The terms, business, trade or hobby shall be construed to have their ordinary meaning and shall include any work or activity undertaken on a regular basis which involves provision of

000063 goods or services to persons other than owner's family and for which a fee or other compensation received,

- i. regardless of whether the activity is full or part-time,
 - ii. whether it generates a profit
 - iii. or whether a license is required.
- c. No garage sale, moving sale, rummage sale, or similar activity shall be conducted without first securing consent from the Executive Board.

Article III - Architectural and Construction Requirements

Section 1. Type and Construction of Buildings. Not more than one Dwelling shall be constructed or allowed to remain on each Lot. The Dwelling must be substantially constructed on site, and no mobile home, manufactured home or modular home shall be allowed on any Lot. Any outbuilding or other structure on a Lot must be designed and constructed in a manner that is architecturally compatible with the Dwelling on such Lot.

Section 2. Dwelling Size. The Dwelling on a Lot shall have the following minimum area of enclosed, heated floor space, exclusive of the area of any attic, basement, porch, garage or space over a garage:

Single-story Dwelling - 1800 square feet

One and one-half or two-story Dwelling - 2400 square feet

Section 3. Exterior Materials. Only the following described exterior materials shall be allowed on any Dwelling or outbuilding in the Development.

(a) Exposed Foundation. The portion of the foundation that is visible above ground shall be brick or stone. No exposed concrete or cinder blocks shall be allowed.

(b) Siding. The siding shall be natural stone, brick veneer, horizontal wood boards, wood shakes, hardiplank or equivalent material with the appearance of wood. The color of the siding shall be natural, wood tone or earth tone. Vinyl and similar materials are not allowed for siding.

(c) Roof. The roof shall be asphalt or fiberglass shingles or equivalent (rated for 25 years or better), wood shakes, slate or standing seam metal.

(d) Trim. The trim shall be wood, hardiplank or equivalent material with the appearance of wood. Vinyl is allowed for soffits and fascia only. The trim may be any color that is architecturally compatible with the color of the siding.

Section 4. Driveways. All portions of any driveway on any Lot that are visible from any street or road shall be constructed and finished with a hard surface.

Section 5. Fences. Any fence must be constructed of wood or durable synthetic material. Chain link fences are not allowed.

Section 6. Antennas and Satellite Dishes. Any exterior antenna, aerial, satellite dish or other apparatus for the reception of television, radio, satellite or other signals of any kind on any Lot (hereinafter referred to as an "antenna") shall be installed in a location that is not visible from any street or road, or shall be screened with landscaping so as not to be visible from any street or road, or shall be of a color that blends into the background against which it is installed.

No antenna larger than one (1) meter in diameter shall be allowed. This Section shall be interpreted to be as restrictive as possible without violating applicable federal law and regulations.

Section 7. Docks on Lots 2-9. The Owner of each of Lots 2-9 shall be allowed to construct and maintain one wooden dock not exceeding 40 square feet in size on the portion of such Owner's Lot located within or along the edge of the pond, as shown on the recorded plat of the Property. No portion of any such dock shall encroach on another Owner's Lot and no other docks shall be allowed on or around such pond. The Owner of each such Lot with a dock shall be responsible for maintaining such Owner's dock in good condition.

Article IV - Common Elements, Easements

Section 1. Common Elements. The Common Elements shall consist solely of that "Sign Easement" located on each side of Cobble Lane at its intersection with Mill Creek Road (Va. Sec. Rte. 889), as shown on the recorded plat of the Property, together with the signs now or hereafter located in such easements, and in any streetlights installed along the streets within the Development. The Association shall maintain, repair and, as necessary, replace such easements, signs and streetlights, and any other Common Elements conveyed to or acquired by the Association. The Association shall be responsible for payment of any charges for electricity or other utilities necessary for the operation of the Common Elements, and for any property taxes assessed against the Common Elements. All such maintenance, repair and other expenses incurred by the Association with respect to such easements, signs, streetlights and any other Common Elements shall be assessed equally against all Lots in the Development. Each Owner shall have a right of enjoyment in and to the Common Elements, which shall be appurtenant to and shall pass with the title to such Owner's Lot, subject to: (a) any reasonable rules and regulations adopted by the Association; (b) the rights of any utility company or governmental authority with respect to the street lights or the rights of way in which any such street lights are located; (c) any easements or encumbrances now of record or shown on recorded plat; and (d) any easements hereafter granted by the Association to any public agency or authority, or public or private utility, for such purposes and subject to such conditions as Declarant or the Executive Board of the Association, as the case may be, shall deem appropriate.

Section 2. Storm Water Easements. "Storm Water Management Easement" located on portions of Lots 2-9, and that "15' S.W.M.A.E." (Storm Water Management Access Easement) located along the boundary between Lots 2 and 9, as shown on the

000065 recorded plat of the Property. The Association shall maintain and use such easements for storm water management purposes, in accordance with applicable governmental requirements. All expenses incurred by the Association for such maintenance shall be assessed in eight equal portions against Lots 2-9, one eighth of the total against each such Lot. No person or entity shall have any right to use or to go upon any portion of such easements, except as authorized by the Association for storm water management purposes; provided that this limitation shall not restrict the rights of the Owners of Lots 2-9 to use the portions of their respective Lots located within such easements, so long as such use does not conflict with or impair storm water management by the Association.

Section 3. Other Easements. Easements for installation and maintenance of utilities (including cable television service) and drainage facilities, as shown on any recorded plat of any portion of the Development, are reserved by the Association and granted to such other persons or entities as indicated on said plats or in any easement instrument.

Article V- Membership

Section 1. Membership. As provided in the Articles of Incorporation of the Association, the Owner of each Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of the Lot. Each Lot shall have one vote on all matters that are subject to a vote of the Members.

Article VI- ARCHITECTURAL REVIEW COMMITTEE

- (a) An Architectural Review Committee (hereinafter Committee) consisting of three persons shall be appointed by the Executive Board to review all plans and specification for improvements to all Lots, and shall be given authority to make final decisions on all matters relating to the Covenants, Conditions and Restrictions. The three Committee members shall be appointed by the Executive Board for terms of two years each, with one of the three being initially named for one year, so that the terms are staggered. A Committee member must be a Lot Owner to be elected.
- (b) All plans and specifications for any structure or improvement to be erected on or moved upon or to any Lot, and the proposed location of any Lot, the construction materials, the roof and exterior color scheme, any remodeling, reconstruction, alterations, or additions on any Lot shall be subject to and shall require the approval in writing of the Architectural Review Committee (hereinafter called "Committee"), before any such work is commenced. Plans shall be prepared in a format and with specifications as required by the Committee.
- (c) There shall be submitted to the Committee two (2) complete sets of plans and specifications for any and all proposed improvements, and no structures or improvements of any kind shall be erected, altered, placed or maintained upon any Lot unless and until the final plans, elevations and specifications therefor have received such written approval as herein provided. The corners of all improvements must be staked on the lot or the lots prior to submission of plans and specifications to

000066 the Committee for approval.

- (d) The Committee shall approve or disapprove the plans and specifications within fifteen (15) days from the receipt thereof. One (1) set of plans and specifications with the approval or disapproval, endorsed thereon, shall be returned to the person submitting them and on the other copy thereof shall be retained by the Committee for its files.
- (e) The Committee shall have the right to disapprove any plans and specifications submitted to it in the event the same are:
 - i. not in accordance with all of the provisions of these Covenants, Conditions and Restrictions;
 - ii. if the design is not in harmony with the general surroundings of such Lot or with adjacent buildings or structures;
 - iii. if the plans and specifications submitted are incomplete;
 - iv. in the event that the Committee determines the plans, specifications, or any part thereof, to be contrary to the interest, welfare, or rights of all or any party of the Property, or the Lot owners. The decisions of the Committee shall be final and the basis of the denial shall be provided in writing to the Lot Owner.
- (f) Neither the Committee nor any architect who may be involved on behalf of the Committee shall be liable in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications, nor for any violation of any state or local code of ordinance.
- (g) The Committee shall have the power and authority to allow deviations in the requirements of these Architectural requirements.
- (h) The plans and specifications to be submitted to the Committee may be required to include the following:
 - (i) Site plan, showing the location of all buildings, drives, walkways, decks, fences, patios, and landscaping areas. Any future change or addition to the original plan approved by the Committee must be resubmitted to the Committee for approval. This includes exterior color changes and changes in landscape;
 - (2) Elevation plans of front, back, and both sides of proposed improvements, showing the type of materials to be used for the roof, sliding, foundation and windows: and further indicating the roof pitches;
 - (3) A dimensional floor plan;
 - (4) A schedule of materials to be used on the exterior of the house and the finish color of that material;

(5) The name of the proposed builder of the residence, who should be registered, licensed and in good standing with the State Board of Contractors;

(6) A landscaping plan, showing proposed landscaping. It is desirable that any plan minimize the number of healthy trees to be removed and that the trees and other plantings be placed so as not to interfere with or obstruct sight at intersections. Shrubs and final plantings should be completed not later than one year after the completion of house. Plantings should also be maintained, with dead plantings removed. Committee reserves the right to specify what trees must be retained. Driveway must be constructed to conform to the existing standards of the Virginia Department of Highways:

(7) Any non-conforming improvement must be corrected or re-installed correctly within 30 days, and the expense thereof shall be paid by the subject Lot owner and the Association may record a lien setting forth said expense among Roanoke County land records against the subject Lot and its owner;

(8) Any driveway must be blacktopped within nine months from the date of issuance of the certificate of occupancy on the subject lot.

Article VII - Assessments

Section 1. Creation of Lien and Personal Obligation for Assessments. Each Owner of a Lot, WITH THE EXCEPTION OF THE DECLARANT, by acceptance of a deed therefor, 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 as provided for in this Declaration; (b) special assessments approved by the Owners as provided in this Declaration; (c) charges against the Owner for damage to the Common Elements resulting from the negligence of such Owner, or any family member, guest, invitee or tenant of the Owner; and (d) all late charges, interest, fines and other charges provided for in this Declaration or applicable law, together with collection costs and reasonable attorney fees. With respect to Lots 2-9 as shown on the recorded plat of the Development, to pay storm water management assessments as provided for in this Declaration, and each Owner of any such Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay such storm water management assessments. All such assessments and other amounts shall be a charge and continuing lien upon the Owner's Lot, and shall also be a personal obligation of the Owner. The lien shall run with the title to the Lot, but the personal obligation shall not pass to the Owner's successors in title unless expressly assumed by such successor(s).

Section 2. Initial Capital Contribution. In addition to the assessments provided for above, at the time of the initial sale of each Lot by Declarant, the purchaser shall pay to the Association an initial working capital contribution in the amount of Two Hundred Dollars (\$200.00). Such payments shall be placed in a working capital reserve and, in the discretion of the Executive Board, may be used for operating expenses or retained for contingencies or other future expenditures.

Section 3. Purpose and Use of Assessments. All monies collected by the Association shall be treated as the separate property of the Association, and such monies shall be applied by the Association to the proper undertaking of the duties and functions

000068 imposed upon it by this Declaration, the Articles of Incorporation or the Bylaws of the Association. Monies paid to the Association by any Lot Owner may be commingled with monies paid to the Association by the other Lot Owners.

Section 4. Annual Assessments. Annual assessments shall be levied by the Association for maintenance of the Common Elements, including the entrance signs and streetlights, and payment of utility charges and property taxes with respect thereto, and procurement of the services of accountants, attorneys and others as necessary or appropriate for the Association to carry out its duties and functions. Annual assessments commenced on January 1, 2003 as to all Lots shown on a recorded plat of the Development. Annual assessments for any Lots subsequently added to the Development shall commence on the first day of the month following the recording of the plat showing such Lots, and a prorated amount shall be due for the remainder of the year in which the plat is recorded. Annual assessments shall be fixed at a uniform rate for all Lots, excluding Lots owned by Declarant, which shall be exempt. The maximum annual assessment for each Lot for 2003 shall be Four Hundred Dollars (\$400.00). The maximum annual assessment for 2004 and for each calendar year thereafter shall be established by the Executive Board, and may be increased each year, without approval by the Members, by an amount not to exceed twenty five percent (25%) of the maximum annual assessment for the previous year. The maximum annual assessment for any year may be increased by more than twenty five percent (25%) of the maximum annual assessment for the previous year only upon approval by Owners with sixty seven percent (67%) of the votes in the Association, by written consent or at a meeting duly called for that purpose.

Section 5. Notice and Due Dates of Annual Assessments. The Executive Board shall set the amount of the annual assessments and shall send written notice thereof to every Owner. The annual assessment may be collected in one or more installments and with such due dates as shall be determined by the Executive Board. For any year, the Executive Board may set the actual annual assessment at an amount less than the maximum annual assessment provided for herein. If the actual annual assessment set for a particular year is less than the maximum annual assessment for that year, the Executive Board shall have authority to approve a supplemental assessment.

Section 6. Storm Water Management and Pond Assessments. Assessments shall be levied against Lots 2-9 as and when needed by the Association for storm water management purposes required by this Declaration or by applicable governmental requirements with respect to the Storm Water Management Easement located on portions of Lots 2-9, as shown on the recorded plat of the Development. Further, upon the request of the Owner of any of Lots 2-9 and approval by the Owners of at least five (5) of such Lots, the Association may levy assessments against Lots 2-9 for the purpose of performing additional maintenance or repairs to the pond located within such easement. All assessments under this Section 7 shall be fixed at a uniform rate for each of Lots 2-9. The Executive Board shall set the amount of any such assessment and shall send written notice thereof to the Owner of each of Lots 2-9, with a due date as shall be determined by the Executive Board.

Section 7. Special Assessments. In addition to the annual and storm water management assessments provided for herein, the Association may levy special assessments for the purposes of acquisition, construction, repair or replacement of Common Elements, including fixtures and equipment related thereto; provided that any such special assessment

must be approved by the Executive Board, and by Owners with sixty seven percent (67%) of the votes in the Association by written consent or at a meeting duly called for that purpose. All special assessments shall be fixed at a uniform rate for all Lots; provided that Declarant shall not be required to pay any special assessment on any of its Lots.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment or installment thereof, or any other charge due to the Association, that is not paid by the due date shall be subject to a late charge as established by the Executive Board from time to time, and shall bear interest from the due date at the rate of eighteen percent (18%) per annum or the highest rate allowed by law, whichever is less. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien created herein against the property. The amount due to the Association shall include late charges, interest, collection costs and reasonable attorney fees for representation of the Association. No Owner may waive or otherwise avoid liability for the assessments provided for herein by any means, including without limitation abandonment of such Owner's Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the Association provided for herein shall be subordinate to the lien of any first mortgage or deed of trust held by an Institutional Lender. The sale or transfer of a Lot shall not affect the lien of the Association, except that a sale or transfer pursuant to a foreclosure or in lieu of foreclosure of a first mortgage or deed of trust held by an Institutional Lender shall extinguish the lien of the Association as to any amount that became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot or the Owner thereof from liability for any assessments thereafter becoming due or from the lien thereof, but the lien of the Association shall continue to be subordinate to the lien of any first mortgage or deed of trust.

Section 10. Status of an Owner's Assessments. Upon request by any Owner and payment of a reasonable charge, the Association shall furnish a certificate signed by an officer of the Association stating whether any assessments or other amounts are due and owing by such Owner to the Association, along with the amount and due date of any assessment or installment thereof that has been established but is not yet due. Although all funds and other assets of the Association shall be held for the benefit of the Owners, no Owner shall have the right to assign, hypothecate, pledge or in any manner transfer an interest therein, except as an appurtenance to such Owner's Lot. When a Lot Owner shall cease to be an Owner by reason of divestment of ownership of a Lot, by whatever means, the Association shall not be required to account to such Owner for any share of the funds or assets of the Association.

Article VIII - Annexation of Additional Property

Section 1. Annexation by Declarant. Declarant reserves the right, but shall not be obligated, to expand the Development from time to time by annexation of the additional land known as Phase 2 and more particularly shown on plat prepared by Balzer & Associates, dated September 17, 2002, showing "Remaining 39.323 acres," recorded in the aforesaid Clerk's Office as Instrument No. 2003141410. Any such annexation shall be accomplished by recording a Supplemental Declaration in the Circuit Court Clerk's Office describing said property. Upon the recordation of any such supplemental declaration, the definitions used in this Declaration shall be expanded automatically to encompass and refer to the Development as expanded, and the supplemental declaration may add, delete, or modify provisions of this Declaration as it applies to the property being annexed.

It is expressly acknowledged and agreed by the Declarant on behalf of John Atkinson, as well as any future owner of the Developer entity, Stoneridge at Bent Mountain LLC, that while the remaining 39.323 acres also known as Phase II and shown on the above described Balzer plat, while not yet a part of the Stoneridge at Bent Mountain property is anticipated to be added to said community as a part of the development. As evidenced by his joinder to this Declaration, Declarant acknowledges and agrees that any future development of that property will be bound by this Declaration as if already a part of the community and any variation would require the approval of 67% of the owners.

Section 2. Annexation by Owners. Additional property may be annexed into the Development at any time upon approval by Owners with not less than sixty seven percent (67%) of the votes in the Association, by written consent or at a meeting duly called for that purpose. Any such annexation must be signed by officers of the Association or by the required percentage of Owners and be properly recorded.

Article IX - Rights of Institutional Lenders

Section 1. Obligation of Association to Institutional Lenders. So long as any Institutional Lender shall hold any first lien upon any Lot, or shall be the Owner of any Lot, such Institutional Lender shall have the following rights: (a) to inspect the books and records of the Association during normal business hours and to be furnished with at least one copy of the annual financial statement of the Association, prepared by a certified public accountant designated by the Executive Board of the Association; (b) to be given notice by the Association of the call of any meeting of the membership to be held for the purpose of considering any proposed amendment to this Declaration or the Articles of Incorporation or Bylaws of the Association, or of any proposed abandonment or termination of the Association; (c) to receive notice of any condemnation of the Common Elements or any portion thereof; (d) to receive notice of any substantial damage to the Common Elements; and (e) to have the right to approve of any alienation, release, transfer, hypothecation or other encumbrance of the Common Elements, other than those specific rights vested in the Association under Article IV hereof.

Section 2. Requirements of Institutional Lender. Whenever any Institutional Lender desires to avail itself of the provisions of this Article, it shall furnish written notice thereof to the Association by certified mail at the address shown in the Articles of Incorporation identifying the Lot or Lots upon which any such Institutional Lender holds any first lien or identifying any Lot or Lots owned by such Institutional Lender and such notice shall designate the place to which notices, reports or information are to be given by the Association to such Institutional Lender.

Article X - General Provisions

Section 1. Sanctions for Violations. Sanctions for violation of the provisions of this Declaration, or the Article of Incorporation, Bylaws, or any rule or regulation established by the Association, may include: (a) monetary fines; and/or (b) suspension of the voting rights and/or the rights of any Owner to use the Common Elements until all assessments, fines and other charges against such Owner's Lot have been paid; provided, however, that no Owner shall be denied access to such Owner's Lot.

Section 2. Enforcement. The Association, and each Owner shall have the right to

enforce the provisions of this Declaration. Failure to enforce any provision hereof shall not be deemed a waiver of the right to do so thereafter. The Association shall have the right to request that law enforcement, public safety and animal control officers come into the Development to facilitate the enforcement of the laws, codes and ordinances of any governmental authority.

Section 3. Application of Restrictions. The covenants, conditions, restrictions and easements herein shall apply only to the Development and not to any other property owned by Declarant. Nothing contained herein shall preclude Declarant from altering the size or boundaries of any Lot owned by Declarant, or the location of any streets or roads other than such portions of such streets or roads as abut the Lots.

Section 4. Waiver or Consent to Violations. Declarant may waive or consent to any violation of the foregoing restrictions by appropriate instrument in writing.

Section 5. Severability. The invalidation of any provision of this Declaration by judgment or court order shall not affect any other provisions hereof, all of which shall remain in full force and effect.

Section 6. Term: Amendments. The provisions of this Declaration shall run with the title to the Lots, and bind each Owner, for a term of thirty (30) years from the date this Declaration is recorded, and shall thereafter be automatically extended for successive periods of ten (10) years. This Declaration may be amended by a vote of Owners with not less than sixty seven percent (67%) of the votes in the Association, by written consent or at a meeting duly called for that purpose. Any amendment must be signed by officers of the Association or by the required percentage of Owners and be properly recorded.

WITNESS WHEREOF, the Declarant has caused this instrument to be duly executed, the day and year first above written.

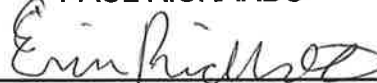
STONERIDGE AT BENT MOUNTAIN

000072

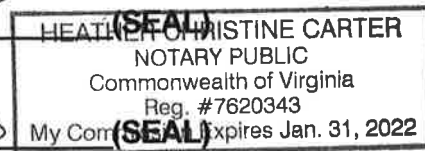
Lot 7, Stoneridge at Bent Mountain



PAUL RICHARDS



ERIN RICHARDS



STATE OF VIRGINIA

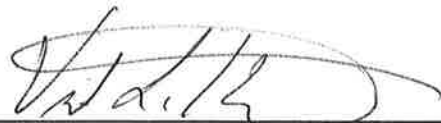
CITY/COUNTY OF Roanoke TO-WIT:


The foregoing instrument was acknowledged before me this day
Jan 25, ~~2020~~ ²⁰²¹ by PAUL RICHARDS AND ERIN RICHARDS.
at


NOTARY PUBLIC

My commission expires: Jan 31, 2022
Notary Registration Number: 7620343

Lot 4, Stoneridge at Bent Mountain

 (SEAL)
VINCE HATCHER (aka VINCENT L. HATCHER)

 (SEAL)
TINA HATCHER (aka Christine E. Hatcher)

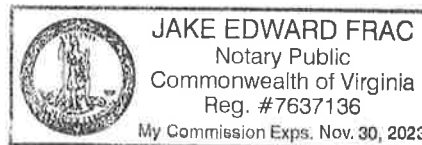
STATE OF VIRGINIA

CITY/COUNTY OF Roanoke TO-WIT:

The foregoing instrument was acknowledged before me this day
January 11, 2020, by ^{JP}VINCE AND TINA HATCHER.

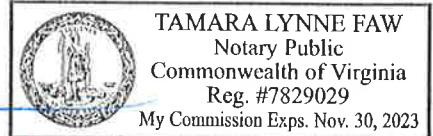

NOTARY PUBLIC

My commission expires: 11-30-2023
Notary Registration Number: 7637136



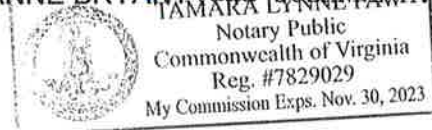
000074

Lot 6, Stoneridge at Bent Mountain



Hardy Bryant (SEAL)
HARDY BRYANT (aka JOSEPH HARDIN BRYANT, JR.)

Suzanne Bryant (SEAL)
SUZANNE BRYANT (aka SUZANNE M. BRYANT)



STATE OF VIRGINIA

CITY/COUNTY OF Roanoke TO-WIT:

The foregoing instrument was acknowledged before me this day
Jan 14, 2020, by HARDY AND SUZANNE BRYANT.
2021

My commission expires: 11-30-23
Notary Registration Number: 7829029

Tamara Lynne Faw
NOTARY PUBLIC

000075

Lot 5^A, Stoneridge at Bent Mountain

MILESTONE DEVELOPMENT HOUSING, LLC,
A VIRGINIA LIMITED LIABILITY COMPANY

BY: *[Signature]* (SEAL)

TOM DOWDY Member/Manager

[Signature] (SEAL)

JANE DOWDY Member

STATE OF VIRGINIA

CITY/COUNTY OF ROANOKE TO-WIT:

The foregoing instrument was acknowledged before me this day
January 11, 2020, by TOM AND JANE DOWDY, Member Manager and Member of
Milestone Development Housing, LLC, a Virginia limited liability company.

[Signature]
NOTARY PUBLIC

My commission expires:

Notary Registration Number:

LORIE A. SMITH NOTARY PUBLIC Commonwealth of Virginia Reg. #7501370 My Commission Expires <u>5-31-2023</u>
--

000076

Lot 9, Stoneridge at Bent Mountain

_____(SEAL)
LESLIE HARROP (aka LESLEY ANN HARROP)

STATE OF VIRGINIA

_____(SEAL)
KEITH IVERSON HARROP, II

CITY/COUNTY OF _____ TO-WIT:

The foregoing instrument was acknowledged before me this day
_____, 2020, by LESLIE HARROP. and KEITH IVERSON HARROP, II.

NOTARY PUBLIC

My commission expires:
Notary Registration Number:

Lots 1, 2 and 3, Stoneridge at Bent Mountain

Steve Hanes (SEAL)
STEVE HANES (aka STEVEN G. HANES)

Patti Hanes (SEAL)
PATTI HANES (aka PATTI C. HANES)

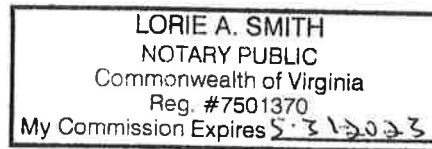
STATE OF VIRGINIA

CITY/COUNTY OF Roanoke TO-WIT:

The foregoing instrument was acknowledged before me this day
January 3, 2020, by STEVE AND PATTI HANES.
2021
L.A.S.

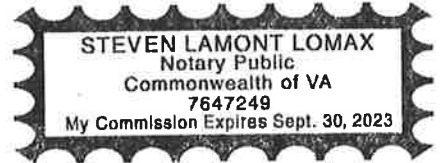
Lorie A. Smith
NOTARY PUBLIC

My commission expires:
Notary Registration Number:



Lot 11, Stoneridge at Bent Mountain

George Kovats (SEAL)
GEORGE KOVATS (aka GEROGE Z. KOVATS)
Ann Kovats (SEAL)
ANN KOVATS (aka ANN M. KOVATS)



STATE OF VIRGINIA

CITY/COUNTY OF Roanoke TO-WIT:

The foregoing instrument was acknowledged before me this day
January 14th, 2020, by GEORGE AND ANN KOVATS.
21

Steven Lamont Lomax
NOTARY PUBLIC

My commission expires: September 30, 2023
Notary Registration Number: 7647249

Lot 14, Stoneridge at Bent Mountain

ADRIANNE NOEL NUNLEY
NOTARY PUBLIC
REG. # 7900081
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES DECEMBER 31, 2024

ADRIANNE NOEL NUNLEY
NOTARY PUBLIC
REG. # 7900081
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES DECEMBER 31, 2024

Barry Regan (SEAL)

BARRY REGAN (aka BARRY A. REGAN)

Monica L. Regan (SEAL)

MONICA REGAN (aka MONICA L. REGAN)

STATE OF VIRGINIA

CITY/COUNTY OF Roanoke TO-WIT:

The foregoing instrument was acknowledged before me this day
January 6 ²⁰²¹, 2020, by BARRY AND MONICA REGAN.


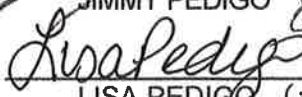
Adrienne Noel Nunley
NOTARY PUBLIC

My commission expires: December 31, 2021
Notary Registration Number:

7900081

000081

Lot 15, Stoneridge at Bent Mountain

 (SEAL)
JIMMY PEDIGO (aka JIMMY L. PEDIGO)
 (SEAL)
LISA PEDIGO (aka LISA H. PEDIGO)

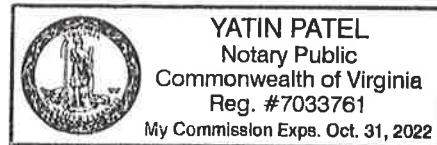
STATE OF VIRGINIA

CITY/COUNTY OF Roanoke TO-WIT:

The foregoing instrument was acknowledged before me this day
Jan 16th, 2020, by JIMMY AND LISA PEDIGO.


NOTARY PUBLIC

My commission expires: 10/31/2022
Notary Registration Number: 7033761



000082

Lot 31, Stoneridge at Bent Mountain

MatheW Bushman (SEAL)

MATHEW BUSHMAN
(aka CHARLES MATHEW BUSHMAN)

Jourdan Bushman (SEAL)
JOURDAN PAIGE Bushman

STATE OF VIRGINIA

CITY/COUNTY OF Roanoke TO-WIT:

The foregoing instrument was acknowledged before me this day
Jan 26, 2021 by MATHEW BUSHMAN.

Lineki F. McDaniel
NOTARY PUBLIC

My commission expires: September 30, 2022
Notary Registration Number: 7060496



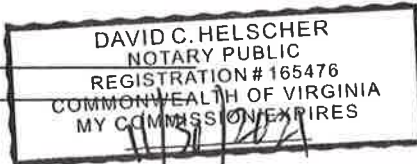
Ceruta STATE OF VIRGINIA
CITY OF ROANOKE

The foregoing instrument was acknowledged before me this day

March 12, 2021 by JOURDAN PAIGE. Bushman

David C. Helscher
NOTARY PUBLIC

MY COMMISSION EXPIRES:
NOTARY REGISTRATION NO.



{00282930-1 }

000083

Lot 24, Stoneridge at Bent Mountain

_____(SEAL)
ALLEN PRINCE

_____(SEAL)
KAROLINE PRINCE

STATE OF VIRGINIA

CITY/COUNTY OF _____ TO-WIT:

The foregoing instrument was acknowledged before me this day
_____, 2020, by ALLEN AND KAROLINE PRINCE.

NOTARY PUBLIC

My commission expires:
Notary Registration Number:

000084

Lot 25, Stoneridge at Bent Mountain

_____(SEAL)
ROBERT POLLARD (aka ROBERT R. POLLARD)

_____(SEAL)
DIANE POLLARD (aka DIANE R. POLLARD)

STATE OF VIRGINIA

CITY/COUNTY OF _____ TO-WIT:

The foregoing instrument was acknowledged before me this day
_____, 2020, by ROBERT POLLARD AND DIANE POLLARD.

NOTARY PUBLIC

My commission expires:
Notary Registration Number:

000085

Lots 26 and 27, Stoneridge at Bent Mountain

_____(SEAL)
SEAN LAWSON

_____(SEAL)
ASHLEY LAWSON

STATE OF VIRGINIA

CITY/COUNTY OF _____ TO-WIT.

The foregoing instrument was acknowledged before me this day
_____, 2020, by SEAN AND ASHLEY LAWSON.

NOTARY PUBLIC

My commission expires:
Notary Registration Number:

Lots 18 and 19, Stoneridge at Bent Mountain

Stephen Wachnowsky

STEPHEN WACHNOWSKY

TRUSTEE, of the WACHNOWSKY LIVING TRUST

Karen Wachnowsky

KAREN WACHNOWSKY

TRUSTEE of the WACHNOWSKY LIVING TRUST



STATE OF VIRGINIA

CITY/COUNTY OF Bethesda TO-WIT:

The foregoing instrument was acknowledged before me this day

January 4, ²⁰²¹~~2020~~

, by STEPHEN AND KAREN WACHNOWSKY, TRUSTEES OF THE WACHNOWSKY LIVING TRUST.


Nancy Elizabeth Marion
NOTARY PUBLIC

My commission expires:

Notary Registration Number:

000087

Lot 34, Stoneridge at Bent Mountain


JONATHAN O'MEARA

HEATHER CHRISTINE CARTER (SEAL) PUBLIC Commonwealth of Virginia Reg. #7620343 My Commission Expires Jan. 31, 2022

STATE OF VIRGINIA

CITY/COUNTY OF Roanoke TO-WIT:

The foregoing instrument was acknowledged before me this day 23rd
January, ~~2020~~ ²⁰²¹ by JONATHAN O'MEARA.
abc


NOTARY PUBLIC

My commission expires: Jan 31, 2022
Notary Registration Number: 7620343

000088

Lots 8, 10, 12, 13, 16, 17, 20, 21, 22, 23, 28, 29, 30, 32 and 33 Stoneridge at Bent Mountain

STONERIDGE AT BENT MOUNTAIN LLC, A VIRGINIA
LIMITED LIABILITY COMPANY
BY: [Signature] (SEAL)
JOHN ATKINSON
MEMBER/MANAGER

STATE OF VIRGINIA

CITY/COUNTY OF New Hanover TO-WIT:

The foregoing instrument was acknowledged before me this day
Jan 14, 2020, by JOHN ATKINSON, MEMBER/MANAGER of STONERIDGE AT BENT
Mountain LLC, a Virginia limited liability company.

My commission expires: 04/15/2024

Notary Registration Number:

[Signature]
NOTARY PUBLIC

LINDA G MARSHALL

Notary Public

New Hanover Co., North Carolina

My Commission Expires Apr. 15, 2024

**AMENDED AND RESTATED BY-LAWS OF
Stoneridge at Bent Mountain Property Owners Association, Inc.**

Article I - Name and Principal Office Location

The name of the corporation is Stoneridge at Bent Mountain Property Owners Association, Inc. (hereinafter referred to as the "Association"). The principal office of the corporation shall be located Roanoke County, Virginia.

Article II - Definitions

The following terms, as used in these Bylaws, shall have the following meanings:

- (a) "Common Elements" shall mean all real property and interests in real property (including easements) owned by the Association.
- (b) "Conduct of Meetings" The President, who shall be a Director of the Executive Board, shall preside over all meetings of the Board of Directors and the Secretary who may be but does not have to be a Director shall keep a minute book of the Board of Directors recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings. The then current edition of Robert's Rules of Order shall govern the conduct of the meetings of the Board of Directors when not in conflict with the Declaration or the Articles.
- (c) "Declarant" shall mean and refer to Stoneridge at Bent Mountain, LLC, its successors and assigns, if such successors or assigns shall acquire more than one undeveloped Lot from Declarant for the purpose of development and are designated as a Declarant in a recorded instrument executed by Stoneridge at Bent Mountain, LLC.
- (d) "Declaration" shall mean and refer to the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Stoneridge at Bent Mountain recorded as Instrument number _____ in the Office of the Clerk of the Circuit Court of Roanoke County, Virginia, as the same may be amended.
- (e) "Development" shall mean and refer to the Lots and Common Elements that are subject to the Declaration.
- (f) "Lot" shall mean and refer to a numbered parcel of land shown upon any recorded subdivision map of the Development including any houses or outbuildings located on the lot.
- (g) "Member" shall mean and refer to every person or entity entitled to membership as provided in the Articles of Incorporation of the Association and in Article III of these Bylaws.
- (h) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot in the Development, but excluding those having such interest solely as security for an obligation.

Article III - Membership

Section 1. Membership and Allocation of Votes: As provided in the Articles of Incorporation and the Declaration, every Owner of a Lot in the Development shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of the Lot. As provided in the Declaration, there shall be one vote for each Lot for all matters subject to a vote of the Members. However, none of Declarant's lots shall be entitled to be voted on Association business, in exchange for the Association's Agreement to waive assessments owed on said lots by Declarant.

Section 2. Co-owners. If a Lot is owned by two or more co-owners and only one of the co-owners is present at a meeting of the Owners, the co-owner who is present is entitled to cast the vote allocated to that Lot. If more than one of the co-owners is present, the vote allocated to that Lot may be cast only in accordance with the agreement of a majority in interest of the multiple co-owners. Majority agreement is conclusively presumed if any one of the co-owners casts the vote allocated to that Lot without protest being made promptly to the person presiding over the meeting by any of the other co-owner(s) of the Lot.

Section 3. Proxies. The votes allocated to a Lot may be cast pursuant to a proxy duly executed by the Owner. If a property is owned by two or more co-owners, each co-owner may vote or register protest to the casting of vote by the other co-owner(s) of the Lot through a duly executed proxy. An Owner may not revoke a proxy given pursuant to this section except by actual notice of revocation to the person presiding over a meeting of the Members. A proxy is void if it is not dated. A proxy terminates eleven (11) months after its date, unless it specifies a shorter term, and in any event a proxy shall automatically terminate upon conveyance of the Lot.

Article IV - Meetings of Members

Section 1. Annual Meetings. The annual meeting of the Members shall be held at such time and place as the Executive Board may prescribe.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or the Executive Board.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, not less than ten (10) nor more than sixty (60) days before such meeting to each Member entitled to vote at the meeting, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting. Waiver by a Member in writing of the notice required herein, signed by him before or after such meeting, shall be equivalent to the giving of such notice.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, thirty percent (30%) of the votes shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If such quorum shall not be present or represented at any meeting, those present shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. Declarant lots shall not be considered in determining a quorum.

Article V - Executive Board

Section 1. Number. The affairs of the Association shall be managed under the direction of an Executive Board consisting of three (3) directors, who must be Members of the Association.

Section 2. Term of Office. Except as otherwise provided herein, directors shall hold office for a period of one (1) year or until their successors are appointed or elected.

Section 3. Removal. Any director, may be removed from the Executive Board, with or without cause, by a majority vote of the Members of the Association. In the event of the death, resignation or removal of a director, a successor shall be selected by the remaining members of the Executive Board, and shall serve for the unexpired term of the predecessor.

Section 4. Compensation. No director shall receive compensation for service in such capacity. However, a director may be reimbursed for actual and reasonable expenses incurred in the performance of such director's duties.

Section 5. Action Without a Meeting. The Executive Board shall have authority to take any action without a meeting that it could take at a meeting by obtaining the written approval or consent of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the Executive Board.

Article VI - Appointment and Election of Executive Board

Section 1. Nomination and Election of Directors by the Members. Nomination and election of directors by the Members shall be conducted in the following manner:

(a) A Nominating Committee appointed by the Executive Board shall make nominations for directors. Nominations may also be made from the floor at the meeting of Members. The Nominating Committee shall consist of a chairperson, who shall be a member of the Executive Board, and two (2) or more Members of the Association. The Nominating Committee shall make as many nominations for election to the Executive Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Nominees shall not be required to be Members.

(b) Election to the Executive Board shall be by secret written ballot. The person(s) receiving the largest number of votes shall be elected. Cumulative voting shall not be permitted.

Section 2. Vacancies. After the resignation or removal of the director, the remaining directors shall appoint a person to fill any vacancy on the Executive Board until the next annual meeting of Members, at which time the Members shall elect a person to such position. With respect to any director elected by the Members or appointed by the Executive Board to fill a vacancy, the Executive Board shall have authority to declare such position vacant if the director shall be absent from three consecutive regular meetings of the Executive Board.

Article VII - Meetings of Executive Board

Section 1. Regular Meetings. Regular meetings of the Executive Board shall be held at such time.

and place and with such notice as shall be determined by the Executive Board.

Section 2. Special Meetings. Special meetings of the Executive Board shall be held when called by the President or by any two directors, upon not less than three (3) days notice to each director.

Section 3. Quorum; Manner of Acting. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Executive Board. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such director for the purpose of determining a quorum. The Executive Board may also take action without a meeting by a written consent signed by all of the directors.

Section 4. Waiver of Notice. Any director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

Article VIII - Powers and Duties of the Executive Board

Section 1. Powers. The Executive Board shall have power to:

- (a) adopt and publish Rules and Regulations governing the Common Elements and improvements thereon, and establish penalties, including reasonable fines, for violations thereof or for any damage thereto;
- (b) suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any assessment, fine or other charge levied by the Association;
- (c) exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation or the Declaration;
- (d) contract for the maintenance of the Common Elements and any additions thereto, as well as contract for the maintenance of the street lighting described in the Declaration; and
- (e) engage attorneys to represent the Association when deemed necessary.
- (f) Adopt and administer a Complaint Procedure, consistent with the mandate from the Common Interest Community Board, to allow Members to a hearing on any alleged violation of the Rules and Regulations

Section 2. Duties. It shall be the duty of the Executive Board to:

- (a) cause to be kept a complete record of all of its acts and proceedings of the Executive Board, and present a summary thereof to the Members at the annual meeting of the Members, and at any special meeting when requested in writing by Members with not less than thirty percent (30%) of the votes;
- (b) cause the Common Elements and the street lighting to be maintained as provided in the Declaration, and supervise all officers, agents and employees of the Association;

(c) fix the amount of the annual assessment (maximum and actual) against each Lot as provided in the Declaration, cause written notice of each assessment to be sent to every Owner, and take action as necessary to collect any past due assessments;

(d) cause the Association to issue, upon demand by any Owner, a certificate setting forth whether or not any assessment against such Owner's Lot has been paid (a reasonable charge may be made for such certificate);

(e) procure and maintain hazard insurance on the Common Elements and any personal property owned by the Association, and liability insurance covering the Association (the Executive Board may also cause the Association to procure and maintain directors' and officers' liability insurance); and

(f) cause all officers, employees and/or management agents having fiscal responsibilities to be bonded, as it may deem appropriate.

Article IX - Officers and Their Duties

Section 1. Principal Offices. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer. The President and Vice President must be appointed from among the members of the Executive Board. The Secretary and Treasurer may be the same person and need not be members of the Executive Board.

Section 2. Appointment and Term of Principal Officers. The Executive Board shall appoint the principal officers of the Association for a one year term at the first meeting of the Executive Board following each annual meeting of the Members. An officer may be reappointed for successive terms.

Section 3. Duties of Principal Officers. The duties of the officers are as follows:

(a) President. The President shall be the chief executive officer of the Association, preside at all meetings of the Executive Board, and see that actions of the Executive Board are carried out. The President shall sign all contracts and other written instruments on behalf of the Association.

(b) Vice President. The Vice President shall act in the place and stead of the President in the event of the absence, inability or refusal to act of the President, and exercise and discharge such other duties as may be required by the Executive Board.

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Executive Board and of the Members, give notice of meetings of the Executive Board and of the Members, and perform such other duties as may be required by the Executive Board.

(d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association, disburse such funds as directed by the Executive Board, keep proper books of account, and prepare an annual budget and statement of income and expenditures to be represented to the Members at the annual meeting.

Section 4. Special Appointments. The Executive Board may appoint such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Executive Board may, from time to time, determine.

Section 5. Resignation and Removal. The Executive Board may remove any officer from office, with or without cause. Any officer may resign at any time by giving written notice to the Executive Board, the President or Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. The Executive Board may fill any vacancy in the position of an officer at any time. The person appointed to such vacancy shall serve for the remainder of the term of the officer replaced.

Article X - Committees

The Executive Board shall appoint a Nominating Committee, as provided in these Bylaws. The Executive Board shall follow the procedure outlined in the Declaration for appointment to the Architectural Review Committee and may appoint other committees from time to time as it deems appropriate in carrying out its duties and the functions of the Association.

Article XI - Assessments; Annual Budget; Fiscal Year

Section 1. Assessments. As more fully provided in the Declaration, each Member is obligated to pay to the Association assessments, which are secured by a continuing lien upon the Member's Lot. Assessments that are not paid when due shall bear interest and may be subject to late charges. The Association may bring an action at law against the Owner personally obligated or foreclose the lien against the Lot.

Section 2. Annual Budget. Unless otherwise determined by the Executive Board, an annual budget for the Association for the next year shall be presented at the annual meeting of the Members. The budget shall be deemed ratified unless at that meeting Members with a majority of the votes in the Association reject the budget. In the event the proposed budget is rejected, the periodic budget last ratified by the Members shall be continued until such time as the Members ratify a subsequent budget proposed by the Executive Board.

Section 3. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Article XII - Books and Records

The books and records of the Association shall be subject to inspection upon request and reasonable notice by any Member or any Institutional Lender (as that term is defined in the Declaration).

Article XIII - Amendments

Except as otherwise provided herein or by law, the Executive Board may amend these Bylaws at any regular or special meeting of the Executive Board; provided that the notice of the meeting must state

that an amendment to the Bylaws will be considered and describe the proposed amendment. Any amendment must be approved by a majority of the directors in office at the time the amendment is adopted.

Article XIV - Conflicts

In the case of any conflict between the Articles of Incorporation and the Bylaws, the Articles shall control. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

Article XV - Complaint Procedure

See Schedule "A" attached hereto.

Certification

I, the undersigned, hereby certify that I am the duly appointed and acting Secretary of Stoneridge at Bent Mountain Property Owners Association, Inc., and that the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted by the Executive Board on ~~20~~ 5/3/2021

Paul Mies

_____, Secretary

John D. Wherry

President

James A. Dwyer

Vice President

COMPLAINT PROCEDURE FOR
Stoneridge at Bent Mountain Property Owners Association, Inc.

Managing Agent or Association Contact: _____

Phone: _____

PURSUANT TO SECTION 55-530(E) OF THE CODE OF VIRGINIA (1950), AS AMENDED, THE BOARD OF DIRECTORS (HEREINAFTER "BOARD") OF STONERIDGE AT BENT MOUNTAIN (THE "ASSOCIATION") HAS ESTABLISHED THE FOLLOWING COMPLAINT PROCEDURE FOR USE BY PERSONS WHO WISH TO FILE WRITTEN COMPLAINTS WITH THE ASSOCIATION.

1. **BOARD ACTION:** The complaint must be in writing and sent to. Stoneridge at Bent Mountain Property Owners Association, Inc. at PO Box 202, Bent Mountain, Virginia 24059.
2. **COMPLAINT:** Legibly describe the complaint in the space provided on this form, including the following. If there is insufficient space, please attach a separate sheet to this complaint form. Also attach any supporting documents related to the complaint.
 - (a) References to specific facts and circumstances at issue.
 - (b) The names of any individuals who have direct knowledge of the facts.
 - (c) Provisions of the Association documents or governing statutes that support the complaint.
3. **COMPLETE FORM:** Sign, and print your name and address, and submit the completed form to the Association at the address listed above. Anonymous complaints will not be accepted.
4. **APPEAL:** If, after the Board's consideration and review of the complaint, the Board issues a final decision adverse to your complaint, you are entitled to give notice to the Common Interest Community Board ("CICB") of any adverse decision in accordance with the regulations of the CICB. The notice shall be filed within thirty (30) days of the date of the final adverse decision, shall be in writing on forms provided by CICB, shall include copies of all documents related or pertinent to the decision, and must include a \$25.00 filing fee. The appeal and supporting documentation would be sent to:

Office of the Common Interest Community Ombudsman c/o
Heather Gillespie, Esquire
Virginia Department of Professional and Occupational Regulation
9960 Mayland Drive, Suite 400
Richmond, VA 23233 (804) 367-2941
cicombudsmanoffice@dor.virginia.gov

COMPLAINT:

COMPLAINANT:

(Printed Name)

(Signature)

(Date)

(Address)

For Association Use Only:

Date Received by Board: _____