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(showing the proposed location and elevation plans of such building structure, drives and parking areas) and construction schedule shall have been approved in writing by Thornblade. No alterations in the exterior appearance of any building or structure shall be made without like approval by Thornblade.

(b) The aforesaid plans shall be prepared by a person or firm regularly engaged in such work. These plans should be submitted at a preliminary stage of development so that any changes required to suggestions made by Thornblade can easily be incorporated into the final working drawings. Final working drawings must be submitted to Thornblade for review and approval.

(c) Neither Thornblade nor any architect, engineer or agent of Thornblade shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, for any structural or other defects in any work done in accordance with such plans and specifications, or for any violations to compliance with local or statewide building codes.

(d) Refusal or approval of plans, building location and specifications may be based by Thornblade upon any ground, including purely aesthetic considerations, which Thornblade in its sole discretion shall deem sufficient.

(e) One (1) copy of all plans and related data shall be furnished to Thornblade for its records. In the event Thornblade fails to approve, modify or disapprove in writing an application within thirty (30) days after the required documents have been submitted in writing to it, approval will be deemed granted.

(f) At such time as Thornblade no longer owns any lot in the Community and no longer owns any portion of the adjacent lands of Thornblade, then the powers, authority and discretion for architectural review and approval of plans and improvements within the Community shall vest in the Board of Directors of Thornblade Homeowners Association, Inc. at such time as it is formed,

3. LOCATION OF BUILDINGS. In general, no building shall be erected closer to any street than thirty-five (35) feet. In no case shall any building be erected closer to the street than the minimum building set back lines as shown on the recorded plat of the Community, or nearer than ten (10) feet from the side lot line and the total width of the two (2) side yards shall be twenty-five (25) feet or more; or nearer than thirty-five (35) feet from the rear lot line except utility sheds, decks, patios or other above ground structures which may be located 25 feet from rear lot line. On corner lots Thornblade shall determine which is the front lot line and how improvements should be situated on such a lot.

4. REMOVAL OF TREES. It is the intent of Thornblade to protect and maintain the wooded character of Thornblade by preserving as many trees as possible in the Community. Except in necessary construction areas and septic fields, no trees six (6) inches caliper or larger, measured six (6) feet from the ground shall be removed from the property without the approval of Thornblade. In necessary construction areas and septic fields, as many trees as possible shall be left standing.

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5. **SITE APPEARANCE:** (a) Each construction site, prior to starting construction, is required to have a portable chemical job toilet at all times for the use of workers. Toilet facilities must be provided and maintained until construction is complete or alternate toilet facilities are operational, at which time toilet facilities must be removed.

(b) Each construction site must have a commercial dumpster or disposal bin placed on it for the deposit of construction debris, and such dumpster or disposal bin shall be serviced within three (3) business days of debris being visible in the dumpster from the street. At the end of each workday, materials must be stored neatly and all trash either placed in the dumpster or removed from the construction site. No trash shall be strewn about the lot or piled openly. No construction debris, dirt, rock, fill etc. shall be dumped on any of the roadways, roadway shoulders or common areas located in the Community. If this happens, the owner and/or contractor will be responsible for cleaning it up as soon as possible.

(c) Concrete trucks shall wash out spill pans on the construction jobsite for which the concrete was ordered. If any concrete is spilled on the common area fronting the roadways, in the roadways or on any area other than the job site, it will be the responsibility of the lot owner and the contractor who ordered the concrete to clean it up.

(d) No vacant lot may be used as a storage site.

6. **MINIMUM BUILDING SIZE, DESIGN, AND QUALITY.** (a) The construction of all residences on lots shall be undertaken only by a State Class A licensed building contractor. The floor areas, exclusive of garages, porches, decks, basement area, and unfinished attic area, of the enclosed portion of the main structure (residence) on any lot shall not be less than 1,800 square feet for a one-level structure, or 2,100 square feet for a one and one-half story structure or a two-story structure. Both floors of multi-level residences must be above ground level. No split foyers or split-levels shall be allowed.

(b) The Community has been planned to make it one of the most distinctive communities in Botetourt County. The goal is to create a setting in which different architectural styles are blended in a way that overall property values will be protected. To accomplish this goal, no residence shall be constructed on any lot duplicating the design of another residence on the same street unless it is five (5) houses away from that residence and incorporates cosmetic changes to alter its exterior appearance, nor shall the exterior appearance of any residence be substantially the same as that of another residence for which the design is approved, is under construction or is already completed within the Community. Whether a residence duplicates another residence or whether the exterior appearance of a residence is substantially the same as another residence shall be determined by Thornblade in its sole discretion in exercising its approval authority under Section 2 of these restrictions. It is suggested that the proposed designs employ the use of architectural features such as offsets, gables, dormers, fenestration and articulation of roof elements to accomplish the goals listed in this section.

(c) Exterior materials may include vinyl siding, stucco, EIFS (Synthetic Stucco), brick, natural stone, or concrete siding. All horizontal siding will not exceed an 8" lap. T1-11 siding will not be permitted. Log homes shall not be permitted. All houses must be built on

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the site. Modular, pre-built or mobile homes are prohibited. No prefabricated houses shall be erected on any lot in the Community. (Prefabricated homes for the purpose of interpretation are considered to be pre-constructed home modulars delivered and installed on foundation. However, pre-constructed wall sections erected on a job site are not to be considered prefabricated homes.) Thornblade reserves the right of sole interpretation of what is a prefabricated home.

(d) All buildings shall be brick or natural stone to grade. On slab-built sided residences, a brick or natural stone water table a minimum of one (1) foot above the main floor level will be required. Exposed concrete or concrete block foundation walls will not be permitted regardless of visibility. No unfinished foundation walls shall be exposed within six (6) inches below final grade.

(e) Retaining walls shall be faced with brick or natural stone. Treated wood landscape timbers may be permitted pursuant to approval by Thornblade. Railroad ties will not be permitted.

(f) All roofs must be constructed with architectural style fiberglass shingles or slate and have a minimum pitch of 7/12 unless changes are approved by Thornblade. For ancillary structures such as porches and breezeways a minimum roof pitch of 4/12 may be considered.

(g) No unfinished aluminum windows of any kind.

(h) Utility sheds must be built on site "in keeping with the house" by using building materials, colors, style, and roof pitch matching those of the dwelling and shall be brick or natural stone to grade. Sheds may not exceed two hundred (200) square feet. Only one shed per lot will be allowed.

(i) For the sake of uniformity, Thornblade will provide a mailbox and post of Thornblade's choice for each residence to be installed by the owner.

(j) No aboveground swimming pools shall be permitted or constructed on any lot.

(k) Each home in the Community shall be landscaped with a minimum of three (3) hardwood or flowering trees in front.

7. **COMPLETION OF RESIDENCE.** The exterior of all residences and other permanent structures in the Community shall be completed within seven (7) months after the commencement of construction and the residence must have a certificate of occupancy no later than fourteen (14) months after its building permit has been issued. No structure shall be used at any time temporarily or permanently as a residence until a certificate of occupancy is granted by Botetourt County. Upon completion of a residence on any home site, debris and waste material remaining on the ground shall be picked up and disposed of immediately. Within thirty (30) days after completion of a residence on a home site, and home site shall be landscaped, including the seeding of bare earth, in a tasteful and workmanlike manner, provided that 30-day time limit may be extended for seeding upon written waiver granted by Thornblade in its sole discretion.

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8. DRIVEWAYS, CROSSOVERS AND WALKWAYS. Any driveway must be surface-treated within nine (9) months from the date of issuance of the building permit on the subject lot. Said driveway must be blacktopped within six (6) months from the date of occupancy of the dwelling on subject Lot. The requirement of blacktopping shall be the obligation of the Lot Owner and not the Developer. Driveways shall be a minimum of 12 feet wide at the street. Each driveway drain way crossing shall be faced with a head wall of natural stone of materials and design approved by Thornblade pursuant to Paragraph 2 above. All of such improvements shall be completed within six (6) months after the residence is first occupied, weather permitting. All driveway crossovers must be installed in accordance with the standards and requirements of the Virginia Department of Highways and Transportation. Walkways shall not consist of gravel, loose laid slate, or other offensive materials. Materials used for walkways must be approved by Thornblade.

9. ENCLOSURE REQUIREMENT. All service utilities, woodpiles, trash, and garbage accumulations are to be enclosed within a fence or wall of type, size and location approved by Thornblade so as to preclude the same from causing an unsightly view from any highway, street, way or other residence within the Community. Trash receptacles must not be visible from any street except on collection day. Fuel storage tanks are not permitted.

10. FENCES, ANTENNAS AND SATELLITE DISHES. No chain link, stockade style, electric, barbed wire, woven wire, metallic, metal or plastic fences of any type will be allowed in the Community. The general policy is that no fence will be allowed in a front yard. Split rail and wood post fences will be permitted only in the rear areas but not without first obtaining written approval from Thornblade as to the design, installation and location of such. No fence or television dish shall be placed upon the property between the front line of any home, or building thereon and the road on which the property is situated. Waivers of these standards may be granted by Thornblade in its sole discretion based on specific circumstances. Radio, ham radio, short wave or electronic transmission or reception of any kind shall not be permitted on any lot without written permission, which may be denied. Exterior radio or television antennas shall not be installed without prior written approval of Thornblade.

11. TEMPORARY STRUCTURES. No structure of a temporary character, including but not limited to a trailer of any kind, bus, tent, shack, garage, barn or other outbuilding shall be used or allowed on any lot in the Community at any time either temporarily or permanently, except such temporary structures as may be necessary for the storage of materials for the convenience of workmen during the erection of residences or other permanent structures upon such lot, and such temporary structures as may be required by Thornblade during the period of development and sales. No temporary structure for the storage of materials or convenience of workmen shall be used on any lot at any time as a residence either temporarily or permanently.

12. SEPTIC SYSTEM. The owner of any lot shall provide for any dwelling constructed on such lot a septic disposal system constructed in accordance with the specifications of the state and county public health officials.

13. UNDERGROUND UTILITIES. All electric, telephone and other utility services shall be underground.

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14. COMMUNITY WATER. Public water is available to each home site in the Community. Proper connection to and usage of such is required by property owners by direct contract with the provider of the same.

15. PARKING SPACE. Each lot owner in the Community shall provide off-street parking space for at least two automobiles prior to the occupancy of any dwelling constructed on such lot.

16. SIGNS. No signs, billboards or advertising of any nature shall be erected, placed or maintained on any residential lots herein designated, nor upon any building erected thereon, except directional and informal signs erected by Thornblade, its successor or assigns. During construction, the building contractor or general contractor's sign, may be displayed on the property. Sub-contractor and vendor signs are not permitted. "For Sale" signs may be erected temporarily for the sale of lots or residences.

17. ANIMALS. Domestic animals are defined to be dogs and cats only. No animals, such as livestock, poultry or fowl of any kind including, but not limited to nanny goats, rabbits, fowl, pigeons, ratites, horses or other equines, chicken, cows, sheep and pigs, hogs or sheep shall be raised, bred or kept on any of the premises except that dogs or cats or other household pets may be kept provided they are not kept or bred for any commercial purpose; nor shall any kennels or animal shelters or other such improvements involving the rearing, handling or care of any animals be constructed or maintained within the Community. There shall be no more than three indoor pets or two outdoor pets per household. No pets shall be staked on any home site in the subdivision or be allowed to run in the subdivision freely. No dogs may be kept or housed within thirty-five (35) feet of rear lot lines. All dogs must at all times be restrained whether within an enclosed area on the owner's property, an invisible fence or on a hand-held leash. The Community shall be subject to the Botetourt County leash law, Botetourt County Code §4-28.1.

18. NUISANCES. No obnoxious, unlawful or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the Community and its general neighborhood. No home site may be used or maintained as a dumping ground for rubbish, or filled with tree stumps, cut trees, underbrush, etc. Trash, garbage or other wastes shall not be kept except in sanitary containers. No on-site incinerators are permitted. No disabled automobiles, no tires, hoists, automotive parts or non-functioning mechanical equipment of any sort shall be kept or stored outside of any residence or dwelling and, if such occurs, the item may be towed off or otherwise removed by Thornblade at the respective property owner's expense. Nuisances shall include, without limitation, any violations of the provisions of Paragraph 19 hereinafter regarding vehicles, Paragraph 22 regarding maintenance of buildings and other structures, and Paragraph 23 regarding mowing of grass and weeds and seeding. Any nuisance shall be subject to correction at the respective property owner's expense.

19. VEHICLES. No automobile or motor vehicle shall be kept on the premises unless the same carries a current valid State Inspection Certificate and current valid Virginia State License tags. No boats or recreations vehicles larger than 20 feet in length may be parked on a residential lot. All recreational vehicles, boats and other accessory vehicles shall be parked in rear of home or in garage or screened from the street or neighbors yard by a

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20. GARAGES. Garages shall be attached or underneath the residence, with a minimum of two cars and not more than three. No detached garage is permitted.

21. EASEMENTS, DRAINAGE AND GRADING. Lots shall be laid out so as to provide positive drainage away from all buildings, and individual lot drainage shall be coordinated with the storm drainage pattern for the area. Drainage shall be designed so as to avoid concentration of storm drainage water from each lot onto adjacent lots. Each lot shall be subject to easements as shown on said Survey Plat of Thornblade, Section 1, including without limitation, easements granted to utility companies, to all public utility easements, drainage easements, storm drain easements, storm water management easements, ingress/egress easement for maintenance of water lines and storm water management facilities. Thornblade reserves the right by its sole act to reserve and dedicate any drainage easements and to grant and convey such slope and drainage easements as may be required by the Virginia Department of Highways and Transportation as a prerequisite to any roads being accepted for state maintenance. The grade and drainage for improved yards and along easements reserved for that purpose shall not be altered or obstructed by lot owner or owners unless said alteration is in accordance with a plan from a certified engineer, architect or landscape architect which provides adequate pipe or drainage structures as needed for the disposition of storm water, nor shall such alterations be allowed unless agreed to in writing by the owner or owners of the adjoining lots or those directly affected in this subdivision.

22. MAINTENANCE OF BUILDINGS AND OTHER STRUCTURES. All buildings, structures and their appurtenances in the Community shall be maintained by the owners thereof in a suitable state of repair; and in the event of destruction by fire or other casualty, the premises shall be cleared and debris shall be removed within ninety (90) days from the date of such casualty. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings and other structures or grounds on his lot, which shall tend substantially to decrease the beauty of the specific neighborhood and the Community as a whole.

23. MOWING GRASS AND WEEDS, SEEDING. The owner of each lot shall cause all of the grass and weeds to be cut by mowing the same at least every four weeks between May 15th and September 15th of each year, but in no case shall the grass or weeds be allowed to exceed a height of eight (8) inches. All lots that are sold must be maintained free of debris. It is the intention of these restrictions that the lot shall be free of weeds and tall grass at all times. Any land disturbed during construction on any lot shall be promptly seeded or landscaped to prevent erosion. Thornblade reserves the right to perform such mowing or seeding if not done by the owner in a timely manner, the cost thereof and other expenses, including reasonable attorney's fees, shall be charged to the subject owner, and a lien for such costs, attorneys' fees or other expenses shall be recorded among the Botetourt County land records against the lot and its owners.

24. LAWN & GARDEN ACCESSORIES. Lawn and garden accessories and decorations including human and animal facsimiles, lawn ornaments and statuary are not permitted without the approval of Thornblade.

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25. **FIRES.** No open-air fires shall be started or maintained on any lot on which a residence is completed and occupied except in a grill, fireplace, or other suitable enclosure or container designed for safe housing of man-made fires for cooking.

26. **OUTSIDE ILLUMINATION.** Outside illumination of any dwelling shall be done by means of a constant light of ordinary bulbs or small floodlights, it being the intent of this restriction that no neon or reflective material of any nature shall be used in connection with the outside illumination of dwelling.

27. **EXCAVATIONS.** No excavation of stone, gravel or earth shall be made upon any home site except for basements, collars, retaining walls, pools, athletic courts, landscaping and driveways. All other excavations or removal of earth or material on any lot shall not be commenced without first obtaining written approval of Thornblade.

28. **OUTDOOR CLOTHES DRYING.** All outdoor clothes poles, clotheslines and similar equipment shall be so placed or screened as not to be visible from any street or adjoining residence.

29. **FUTURE ROADS.** No street, road, or driveway connecting the Property to adjoining lands may be constructed on any lot or portion of the Property unless such street or road is constructed by Thornblade, or Thornblade gives its express written permission for such construction. Thornblade reserves the right to abandon any lot for placement of a road to adjoining property.

30. **MAINTENANCE ASSESSMENT.** Every lot owner, with the exception of Thornblade, shall pay to Thornblade, or its designee, a yearly assessment of \$150.00 for the preservation, maintenance and upkeep of common areas, such easements for the storm water managements, maintenance of signs installed at the entrance to the Community, the operation and maintenance of electrical service and indirect lighting of said signs, landscaping on the sign easement shown on the plat and operation of street lights (hereinafter referred to as "Common Areas"). By written notice to all lot owners, this assessment may be increased by Thornblade, or its designee, by no more than 20% per year. This assessment shall be used to cover the cost of the preservation, maintenance, upkeep and operation of the Common Areas. By accepting a deed to any lot in the Community, the lot owner (1) agrees to this assessment, agrees to pay each assessment within ten (10) days after mailing of an invoice for same to the address of the lot, or such other address as said owner shall have designated by writing delivered to Thornblade, or its designee, (2) covenants that if said charge shall not be paid within thirty (30) days of such mailing, then the amount of such assessment shall become a lien upon the lot until fully paid, and (3) further covenants that each such assessment, together with interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person(s) who own(s) such lot(s) at the time when the assessment became due and may be collectible in a Court of law in any action filed by Thornblade, or its designee, for collection of same. The above yearly assessments shall be paid to Thornblade, or its designee, until such time as Thornblade shall have established a homeowner's association to be known as Thornblade Homeowner's Association, Inc., or such other name as may be available and appropriate if the name Thornblade Homeowner's Association, Inc., is

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not available. At such time as Thornblade Homeowner's Association, Inc., is formed, all yearly assessments provided herein shall be paid to Thornblade Homeowner's Association, Inc.

The first annual assessment provided for herein shall be paid at closing and shall be subject to proration according to the number of months remaining in the calendar year.

31. HOMEOWNERS ASSOCIATION. (a) The owner(s) of any lot(s) in the Community shall be responsible for the preservation, maintenance and upkeep of common areas, such easements and storm-water structures for storm water management, maintenance of signs installed at the entrance to the Community, the operation and maintenance of electrical service and indirect lighting of said signs, landscaping on the sign easement shown on the plat of operation of street lights (hereinafter referred to as "Common Areas"). The responsibility includes payment of assessments made by Thornblade Homeowner's Association, Inc., at such time as it may be formed as provided in paragraph 30 hereof, provided, however, that Thornblade shall not be liable for assessments on lots it owns.

(b) At such time as it is formed, every lot owner and every lot in the Community shall be a member of Thornblade Homeowner's Association, Inc., a Virginia non-stock corporation (hereinafter referred to as "the Association") and shall be subject to the By-Laws of the Association and shall be subject to the assessment by the Association; provided, however, that Thornblade shall not be liable for any assessment, either regular or special, on any lot owned by it. Membership in the Association shall be appurtenant and may not be separated from ownership of a lot in the Community. At such time as Thornblade owns five or fewer lots in the Community, Thornblade, in its sole discretion, can elect to form Thornblade Homeowner's Association, Inc., or can elect to continue with the provisions of paragraph 30 hereof with regard to payment of the preservation, maintenance and upkeep of the Common Areas.

(c) The owner(s) of lot(s) which may be subdivided from the adjacent property of Thornblade immediately adjacent to the Community may become members of Thornblade Homeowners Association, Inc. and may be subject to these restrictions and to the By-Laws of the Association.

(d) The Association shall be responsible for the maintenance of signs installed at the entrance to the Community, the operation and maintenance of electrical service and indirect lighting of said signs, landscaping on the sign easement shown on said plat, and operation of streetlights

(e) Each owner of any lot, excepting only Thornblade, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the maintenance assessment provided in paragraph 30 hereof and, at such time as Thornblade Homeowner's Association, Inc. is formed, is deemed to covenant and agree to pay the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements, such assessments to be established and

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collected pursuant to the By-Laws of the Association. The annual and special assessment, together with interest, costs, and reasonable attorney's fees shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made subordinate to the lien of any first lien deed of trust. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person(s) who own(s) such lot(s) at the time when the assessment became due. Such personal obligation for any delinquent assessment shall not pass to the successors in title of an owner unless expressly assumed by them.

(f) Each owner covenants, for himself/herself, his/her heirs, successors and assigns, to pay the maintenance assessment provided in paragraph 30 hereof and to pay each assessment levied by the Association within ten (10) days after mailing of an invoice for the same to the address of the lot, or such other address as said owner shall have designated by writing delivered to the Association; and further covenants that if said charge shall not be paid within thirty (30) days of such mailing, then the amount of such assessment shall become a lien upon the lot until fully paid.

(g) At such time as Thornblade Homeowner's Association, Inc., is formed, the Board of Directors of the Association shall determine the annual assessment against each lot in the Community. In addition to the annual assessments authorized herein, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon a Common Area.

(h) The first annual assessment provided for herein to be paid to the Association shall be paid, if the Association has been formed by such time, at closing and shall be subject to proration according to the number of months remaining in the calendar year.

(i) The terms and conditions of membership in the Association will be further defined in the By-laws of Thornblade Homeowner's Association, Inc., as the same may be created and amended from time to time.

32. SEVERABILITY AND VALIDITY. Should any of these Restrictions herein contained, or any sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect. In addition, if there is any contradiction between these Restrictions and any governmental ordinances, laws, or regulations of Federal, state or local agents, the latter shall prevail. In the event of a conflict or dispute arising from these restrictions, Thornblade reserves the sole right to interpret, amend or modify these Restrictions.

33. ENFORCEMENT OF RESTRICTIONS. (a) These Restrictions may be enforced by action at law or suit in equity brought by, or on behalf of, Thornblade,

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Thornblade Homeowners Association, Inc., or any owner(s) of any lot(s) in the Community for any lawful remedy, including without limitation, recovery of monetary damages and injunctive relief to compel compliance with these Restrictions and to prohibit any actual, intended, or attempted violation or neglect of any provision of these Restrictions.

(b) Thornblade reserves the exclusive right to perform any act set forth anywhere in these Restrictions on behalf of a lot owner who has failed to abide by an affirmative obligation set forth herein or who has violated any prohibition herein. Such acts shall include, but not be limited to, any act of maintenance, lawn care, construction or a required lot improvement, or removal or correction of a prohibited or faulty lot improvement.

(c) In the event legal action is required to enforce any provision of this agreement, the costs and attorneys fees of the party substantially prevailing shall be paid by the nonprevailing party(ies). If Thornblade is the prevailing party, then all costs and expenses of Thornblade, including interest, attorney's fees, costs, and actual expenses, with interest at the judgment rate from the inception of the legal action may be recovered from the nonprevailing party(ies), severally and jointly, without apportionment, by assessment against the lot(s) owned by the nonprevailing party(ies), and each of them. A lien for the entire unpaid amount such costs, attorney's fees, expenses, and interest, without apportionment, may be recorded by Thornblade in the land records of Botetourt County, Virginia against each such lot.

(d) The failure of Thornblade or any other party so entitled to enforce any Restriction contained in this Declaration however long continued, shall not be deemed a waiver of the right to do so hereafter as to the same breach or as to a breach occurring prior to subsequent thereto and shall not bar or affect enforcement of these Restrictions. The invalidation by any court of any Restriction contained in the Declaration shall in no way affect any of the other Restrictions, which shall remain in full force and effect.

34. TERM AND AMENDMENT. (a) These covenants shall touch, concern, and run with the land, and shall be binding on all parties and on all person claiming under them for a period of 25 years from the date these covenants are recorded, after which time, said covenants and Restrictions shall be automatically extended for two successive periods of ten years each, unless an instrument executed by a majority of the then current lot owners has been recorded agreeing to change said covenants in whole or in part.

(b) At any time, Thornblade shall have the right to amend this Declaration of Covenants and Restrictions at its sole discretion for so long as Thornblade owns any lot in the Community or owns any property immediately adjoining the Community. The filing of an amended declaration of covenants and restrictions of record in the Office of the Clerk of the Circuit Court for Botetourt County shall constitute notice of the same to all interested parties. Any such amendment shall be binding on all persons and entities having any right, title, or interest in the Community or in any lot therein, their heirs, successors and assigns, (hereinafter referred to as "Owner(s)"); and shall inure to the benefit of each Owner thereof; and shall take precedence over any prior conflicting or inconsistent covenant or restriction; provided however that any Owner may challenge such an amendment by filing, no later than 30 days from the date of the recording of the amendment, a suit to establish that such owner has a direct and substantial monetary interest in the preservation of a particular superseded

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covenant and restriction. The burden of proof shall be upon the Owner to prove direct and substantial monetary harm. "Direct and substantial monetary harm" shall mean a certified appraisal that the amendment complained of has directly caused the fair market value of the Owner's lot to be diminished by more than \$3,000.

(c) After formation of the Homeowners Association, these covenants may be amended by recordation of an amendment signed by a majority of the lot owners.

IN TESTIMONY WHEREOF, witness the signature of Thornblade, Inc., (Thornblade) signed by its President this 5th day of Dec., 2007.

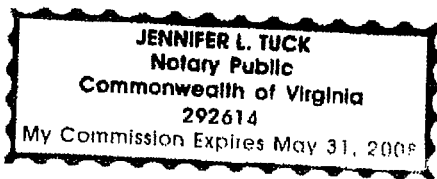
THORNBLADE, INC.

By J. Peter McKnight
J. PETER MCKNIGHT, PRESIDENT

STATE OF VIRGINIA
County of Botetourt, to-wit:

The foregoing instrument was acknowledged before me this 5th day of December 2007, by J. Peter McKnight, President of Thornblade, Inc., on behalf of the corporation.

My commission expires: May 31, 2008



J. L. Tuck
Notary Public

INSTRUMENT #070007046
RECORDED IN THE CLERK'S OFFICE OF
BOTETOURT ON
DECEMBER 5, 2007 AT 11:03AM
TOMMY L. MOORE, CLERK

Shirley A. Pugh
RECORDED BY: SLF