

202507926

**VIRGINIA LAND RECORD COVER SHEET  
FORM A – COVER SHEET CONTENT**

Instrument Date: **09/18/2025**  
Instrument Type: **AMEND**  
Number of Parcels: Number of Pages: **26**  
[ ] City [X] County

**ROANOKE**

TAX EXEMPT? VIRGINIA/FEDERAL LAW

[ ] Grantor:  
[ ] Grantee:  
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 Number: Original Page Number:

Prior Recording At: [ ] City [X] County

**ROANOKE**

Percentage In This Jurisdiction: **100%**

**BUSINESS / NAME**

**1** [X] Grantor: **PENN FOREST PLACE HOMEOWNERS ASSOCIATION, INC.**  
[ ] Grantor:  
**1** [X] grantee: **PENN FOREST PLACE HOMEOWNERS ASSOCIATION, INC.**  
[ ] grantee:

**GRANTEE ADDRESS:**

Name: **Penn Forest Place Homeowners Association, Inc.**  
Address:  
City: State: Zip Code:  
Book Number: Page Number: Instrument Number:  
Parcel Identification Number/Tax Map Number: **086.20-04-01.00-0000**  
Short Property Description:

**Current Property Address:**

City: **Roanoke** State: **VA** Zip Code: **24018**  
**Chadwick, Washington, et al.** **Penn Forest Place**

Instrument Prepared By: Recording Paid By: **Homeowners Association, Inc.**

Recording Returned To: **Stephen H. Moriarty**  
Address: **3201 Jermantown Rd., Ste. 600**  
City: **Fairfax** State: **VA** Zip Code: **22030**

**INSTRUMENT 202507926  
RECORDED IN THE CLERK'S OFFICE OF  
ROANOKE COUNTY CIRCUIT COURT ON  
SEPTEMBER 18, 2025 AT 04:21 PM  
W MICHAEL GALLIHER, CLERK  
RECORDED BY: LYM**

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202507926

VIRGINIA LAND RECORD COVER SHEET  
FORM C – ADDITIONAL PARCELS

Instrument Date: **09/18/2025**  
Instrument Type: **AMEND**  
Number of Parcels: \_\_\_\_\_ Number of Pages: **26**  
[ ] City [X] County  
**ROANOKE**

Prior Recording At: [ ] City [X] County  
**ROANOKE**

Percentage In This Jurisdiction: **100%**  
Book Number: \_\_\_\_\_ Page Number: \_\_\_\_\_  
Instrument Number: \_\_\_\_\_  
Parcel Identification Number/Tax Map Number: **086.20-04-02.00-0000**  
Short Property Description: \_\_\_\_\_

Current Property Address: \_\_\_\_\_  
City: **Roanoke** State: **VA** Zip Code: **24018**

Prior Recording At: [ ] City [X] County  
**ROANOKE**

Percentage In This Jurisdiction: **100%**  
Book Number: \_\_\_\_\_ Page Number: \_\_\_\_\_  
Instrument Number: \_\_\_\_\_  
Parcel Identification Number/Tax Map Number: **086.20-04-03.00-0000**  
Short Property Description: \_\_\_\_\_

Current Property Address: \_\_\_\_\_  
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Instrument Number: \_\_\_\_\_  
Parcel Identification Number/Tax Map Number: **086.20-04-04.00-0000**  
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City: **Roanoke** State: **VA** Zip Code: **24018**

Prior Recording At: [ ] City [X] County  
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Book Number: \_\_\_\_\_ Page Number: \_\_\_\_\_  
Instrument Number: \_\_\_\_\_  
Parcel Identification Number/Tax Map Number: **086.20-04-05.00-0000**  
Short Property Description: \_\_\_\_\_

Current Property Address: \_\_\_\_\_  
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Percentage In This Jurisdiction: **100%**  
Book Number: \_\_\_\_\_ Page Number: \_\_\_\_\_  
Instrument Number: \_\_\_\_\_  
Parcel Identification Number/Tax Map Number: **086.20-04-06.00-0000**  
Short Property Description: \_\_\_\_\_

Current Property Address: \_\_\_\_\_  
City: **Roanoke** State: **VA** Zip Code: **24018**

Prior Recording At: [ ] City [X] County  
**ROANOKE**

Percentage In This Jurisdiction: **100%**  
Book Number: \_\_\_\_\_ Page Number: \_\_\_\_\_  
Instrument Number: \_\_\_\_\_  
Parcel Identification Number/Tax Map Number: **086.20-04-07.00-0000**  
Short Property Description: \_\_\_\_\_

Current Property Address: \_\_\_\_\_  
City: **Roanoke** State: **VA** Zip Code: **24018**

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Book Number: \_\_\_\_\_ Page Number: \_\_\_\_\_  
Instrument Number: \_\_\_\_\_  
Parcel Identification Number/Tax Map Number: **086.20-04-08.00-0000**  
Short Property Description: \_\_\_\_\_

Current Property Address: \_\_\_\_\_  
City: **Roanoke** State: **VA** Zip Code: **24018**

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**ROANOKE**

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Book Number: \_\_\_\_\_ Page Number: \_\_\_\_\_  
Instrument Number: \_\_\_\_\_  
Parcel Identification Number/Tax Map Number: **086.20-04-09.00-0000**  
Short Property Description: \_\_\_\_\_

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Book Number: \_\_\_\_\_ Page Number: \_\_\_\_\_  
Instrument Number: \_\_\_\_\_  
Parcel Identification Number/Tax Map Number: **086.20-04-10.00-0000**  
Short Property Description: \_\_\_\_\_

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City: **Roanoke** State: **VA** Zip Code: **24018**

Prior Recording At: [ ] City [X] County  
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Percentage In This Jurisdiction: **100%**  
Book Number: \_\_\_\_\_ Page Number: \_\_\_\_\_  
Instrument Number: \_\_\_\_\_  
Parcel Identification Number/Tax Map Number: **086.20-04-11.00-0000**  
Short Property Description: \_\_\_\_\_

Current Property Address: \_\_\_\_\_  
City: **Roanoke** State: **VA** Zip Code: **24018**

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Book Number: \_\_\_\_\_ Page Number: \_\_\_\_\_  
Instrument Number: \_\_\_\_\_  
Parcel Identification Number/Tax Map Number: **086.20-04-12.00-0000**  
Short Property Description: \_\_\_\_\_

Current Property Address: \_\_\_\_\_  
City: **Roanoke** State: **VA** Zip Code: **24018**

Prior Recording At: [ ] City [X] County  
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Book Number: \_\_\_\_\_ Page Number: \_\_\_\_\_  
Instrument Number: \_\_\_\_\_  
Parcel Identification Number/Tax Map Number: **086.20-04-13.00-0000**  
Short Property Description: \_\_\_\_\_

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Book Number: \_\_\_\_\_ Page Number: \_\_\_\_\_  
Instrument Number: \_\_\_\_\_  
Parcel Identification Number/Tax Map Number: **086.20-04-14.00-0000**  
Short Property Description: \_\_\_\_\_

Current Property Address: \_\_\_\_\_  
City: **Roanoke** State: **VA** Zip Code: **24018**

Prior Recording At: [ ] City [X] County  
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Book Number: \_\_\_\_\_ Page Number: \_\_\_\_\_  
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Parcel Identification Number/Tax Map Number: **086.20-04-15.00-0000**  
Short Property Description: \_\_\_\_\_

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Book Number: \_\_\_\_\_ Page Number: \_\_\_\_\_  
Instrument Number: \_\_\_\_\_  
Parcel Identification Number/Tax Map Number: **086.20-04-16.00-0000**  
Short Property Description: \_\_\_\_\_

Current Property Address: \_\_\_\_\_  
City: **Roanoke** State: **VA** Zip Code: **24018**

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Instrument Number: \_\_\_\_\_  
Parcel Identification Number/Tax Map Number: **086.20-04-17.00-0000**  
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Parcel Identification Number/Tax Map Number: **086.20-04-18.00-0000**  
Short Property Description: \_\_\_\_\_

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Book Number: \_\_\_\_\_ Page Number: \_\_\_\_\_  
Instrument Number: \_\_\_\_\_  
Parcel Identification Number/Tax Map Number: **086.20-04-19.00-0000**  
Short Property Description: \_\_\_\_\_

Current Property Address: \_\_\_\_\_  
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Parcel Identification Number/Tax Map Number: **086.20-04-21.00-0000**  
Short Property Description: \_\_\_\_\_

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Book Number: \_\_\_\_\_ Page Number: \_\_\_\_\_  
Instrument Number: \_\_\_\_\_  
Parcel Identification Number/Tax Map Number: **086.20-04-22.00-0000**  
Short Property Description: \_\_\_\_\_

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City: **Roanoke** State: **VA** Zip Code: **24018**

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Book Number: \_\_\_\_\_ Page Number: \_\_\_\_\_  
Instrument Number: \_\_\_\_\_  
Parcel Identification Number/Tax Map Number: **086.20-04-23.00-0000**  
Short Property Description: \_\_\_\_\_

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Book Number: \_\_\_\_\_ Page Number: \_\_\_\_\_  
Instrument Number: \_\_\_\_\_  
Parcel Identification Number/Tax Map Number: **086.20-04-24.00-0000**  
Short Property Description: \_\_\_\_\_

Current Property Address: \_\_\_\_\_  
City: **Roanoke** State: **VA** Zip Code: **24018**

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Parcel Identification Number/Tax Map Number: **086.20-04-25.00-0000**  
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Parcel Identification Number/Tax Map Number: **086.20-04-26.00-0000**  
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Book Number: \_\_\_\_\_ Page Number: \_\_\_\_\_  
Instrument Number: \_\_\_\_\_  
Parcel Identification Number/Tax Map Number: **086.20-04-28.00-0000**  
Short Property Description: \_\_\_\_\_

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Instrument Number: \_\_\_\_\_  
Parcel Identification Number/Tax Map Number: **086.20-04-29.00-0000**  
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Book Number: \_\_\_\_\_ Page Number: \_\_\_\_\_  
Instrument Number: \_\_\_\_\_  
Parcel Identification Number/Tax Map Number: **086.20-04-30.00-0000**  
Short Property Description: \_\_\_\_\_

Current Property Address: \_\_\_\_\_  
City: **Roanoke** State: **VA** Zip Code: **24018**

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Book Number: \_\_\_\_\_ Page Number: \_\_\_\_\_  
Instrument Number: \_\_\_\_\_  
Parcel Identification Number/Tax Map Number: **086.20-04-31.00-0000**  
Short Property Description: \_\_\_\_\_

Current Property Address: \_\_\_\_\_  
City: **Roanoke** State: **VA** Zip Code: **24018**

**AMENDED AND RESTATED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
PENN FOREST PLACE**

Roanoke County, Virginia

THIS AMENDED AND RESTATED DECLARATION, dated as of September 2, 2025, approved and adopted by the members of Penn Forest Place Homeowners Association, Inc., a Virginia Corporation and Property Owners' Association, hereinafter referred to as "Association," recites and provides:

**RECITALS**

The Association exists within certain real property located in Roanoke County, Virginia, as described in Exhibit "A" attached hereto and made a part hereof (the Property).

The Association desires to provide for the preservation of the values and amenities of the Property and, to this end, desires to subject the Property to the covenants, restrictions, easements, charges and liens (hereinafter referred to collectively as the Declaration) as hereinafter set forth for the benefit of the Property and each Lot owner thereof.

The Association is incorporated, under the laws of the Commonwealth of Virginia, as a not-for-profit corporation, PENN FOREST PLACE HOMEOWNERS ASSOCIATION, INC., pursuant to Virginia Code §13.1-800, *et seq.*, and §55.1-1800, *et seq.*, for the purpose of exercising the functions of administering these restrictions and the Property in general.

These covenants shall run with, burden and bind the Property in perpetuity, unless and until amended pursuant to the provisions below.

**DECLARATION**

NOW, THEREFORE, the Members hereby declare the Property is and shall be held, transferred, sold, conveyed, occupied and used subject to the provisions of the restrictive covenants hereinafter set forth, for and during the period of time specified.

**ARTICLE 1**

**DEFINITIONS**

The following words when used in this Declaration or any supplement hereto (unless the context shall prohibit) shall have the following meanings:

- 1.1 "Additional or Expandable Land" shall mean and refer to those tracts or parcels of land added to the Property pursuant to Paragraph 3.1, hereof.
- 1.3 "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Association.
- 1.4 "Assessment" shall mean and refer to a Member's share of the Common Expenses from time to time assessed against a Member by the Association in the manner herein provided.
- 1.5 "Association" shall mean and refer to the Penn Forest Place Homeowners Association, Inc., its successors and assigns.
- 1.7 "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.
- 1.8 "Common Areas" shall mean all portions of the Property designed for the use, enjoyment, and access of all Members and is required to be maintained by the Association.
- 1.9 "Common Expenses" shall mean and refer to all expenditures lawfully made or incurred by or on behalf of the Association, together with all funds lawfully assessed for the creation or maintenance of reserves, pursuant to the provisions of the Declaration.
- 1.10 "Common Maintenance Areas" shall mean the areas to be maintained by the Association which shall include all Common Areas and the following portions of the Lot exteriors only: mowing of all grass; and mulching, trimming and replacement of original shrubbery in the front yards. Such maintenance shall be in a state deemed appropriate by the Board of Directors. The Association shall also maintain sidewalks at the front doors, decks, railings (if any), outside lights (except owner to be responsible for light bulb replacement), exterior railings, exterior steps or stairs, patios, porches, outside walls (excluding glass) to include masonry, siding, soffits and fascia, outside trim, and garage exteriors, retaining walls, roof shingles, doors (front, back and garage). Common Maintenance Areas shall not include the following: Board approved improvements to exterior landscaping, items pertaining to the inside of homes and garages, driveways, door bells, front lamp posts, mechanical and electrical components to garage doors, gutters and downspouts (except as provided in Section 4.4 of this Declaration), mail boxes, mail posts and lettering, exterior electrical outlets, exterior plumbing, exterior utility lines, storm doors, screen doors, screens, glass, glass doors, termite control (interior or exterior), underground drainage lines and water pipes, lawn watering, and windows and frames (including glass and screens).
- 1.11 "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions of Penn Forest Place Community, as the same now exists or may be hereafter amended.

- 1.12 "Developer" shall mean and refer to Boone, Boone & Loeb, Inc., a Virginia corporation, and any successors or assigns.
- 1.13 "Lot" or "Lots" shall mean any or all of the subdivided real property parcels for residential dwelling purposes created at once or in one or more phases from the Property or Expandable Land, including the dwellings and other improvements located thereon. In the event a single residence is constructed on two lots, the two lots shall be considered to be one Lot for all purposes herein, regardless of whether the two lots remain as is or one lot is created by the vacation of the common lot line.
- 1.14 "Member" shall mean and refer to all those Members who are members of the Association as provided in Paragraph 2.1, of this Declaration.
- 1.15 "Mortgage" shall mean and refer to any mortgage, deed of trust or similar instrument encumbering a Lot as security for the performance of any obligation.
- 1.16 "Occupant" shall mean and refer to any person, including, without limitation, any guest, invitee, tenant, lessee or family member of a Member, occupying or otherwise using or visiting a Lot.
- 1.17 "Owner" or "Lot owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot but shall not mean or refer to any mortgagee or subsequent holder of a mortgage, unless and until such mortgagee or holder has acquired title pursuant to foreclosure or any proceedings in lieu of foreclosure.
- 1.18 "Property" shall mean and refer to the real property described in the attached Exhibit "A" and all subsequent additions thereto brought under the regime of this Declaration. The Property is further shown on the attached survey plat marked Exhibit "B".

## ARTICLE 2

### MEMBERSHIP AND VOTING RIGHTS

- 2.1 Every Lot owner shall be a Member of the Association, provided, however, that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member, unless and until such person or entity has succeeded to such Owner's interest by enforcement of such security interest. Membership shall be appurtenant to and may not be separated from ownership of any Lot.
- 2.2 The Association shall have one (1) class of voting membership:  
  
Class A. Class A Members shall be all Lot Owners and shall be entitled to one (1) vote for each Lot. When more than one person holds an interest in any Lot, all persons shall be members. The vote for such Lot shall be exercised as they among

themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

### ARTICLE 3

#### PROPERTY SUBJECT TO THIS DECLARATION

Description. The real property subject to this Declaration is all that property located in Roanoke County, Virginia, as described in Exhibit "A" attached hereto and made a part hereof.

### ARTICLE 4

#### PROPERTY RIGHTS IN THE COMMON AREAS

- 4.1 Owner's Easements of Enjoyment. Subject to the provisions of Paragraph 4. 4, every Member shall have a right and easement of enjoyment in and to the Association Property and such easement shall be appurtenant to and shall pass with the title to every Lot.
- 4.2 Extent of Members' Easements. The right and easements of enjoyment created hereby shall be subject to the following:
  - 4.2.1 The right of the Association to grant and reserve easements and rights-of-way through, under, over and across the Common Area and Common Maintenance Areas for the installation, relocation, replacement, maintenance and inspection of the lines and appurtenances for public or private water, sewer, septic tanks, drainage, gas, electricity, telephone and other utilities even after title has passed to a Lot Owner; and
  - 4.2.2 The right of the Association to adopt rules and regulations governing the use by the Members of the Common Area.
  - 4.2.3 The Association also reserves the right to locate at any point within the Public Utility Easement ("PUE") which runs across the front of each lot, gas and/or electric street lights together with the right to enter upon said PUE for the purpose of installing, repairing, maintaining, relocating, and removing such street lights.
4. 3 Delegation of Use. Any Member may delegate his rights of enjoyment of the Common Area and facilities, if any, to the members of his family, tenants or contract purchaser (and members of the family of any tenant or contract purchaser) who reside on the Property or to such other persons as may be permitted by the Association.

4.4 Obligations of the Association. The Association shall:

- 4.4.1 Operate and maintain, for the use and benefit of all Members of the Association, all Common Area, easements and facilities and all Common Maintenance Areas, including all storm water detention facilities constructed now or in the future and the drainage easements conveyed, whether these easements and facilities are on-site or off-site and serving this community.
- 4.4.2 Maintain, reseed, and mow the grass and replace all dead or destroyed landscaping in the Common Area and Common Maintenance Areas (including traffic islands in Penn Forest Place and in front and common beds). Such maintenance is to include clearing gutters and downspouts twice each year, lawn fertilization and aerating, mowing and trimming of grass, leaf removal, shrubbery trimming and mulching of front beds and common beds, snow and ice removal from driveways, sidewalks and the street.
  - 4.4.2.1 Trim and maintain the trees in the traffic islands in Penn Forest Place. In the event the Virginia Department of Transportation (hereinafter "VDOT") determines that the trees in the islands have grown to a size which exceeds what can be reasonably maintained, VDOT shall have the right to give written notice to the Association and demand the existing trees be removed. New plants may be installed by the Association and must be approved by VDOT, all of which shall be done at the expense of the Association. The Association shall further be responsible for any damage to the road system or the curbing of the islands which may occur because of the root systems of the trees in the islands.
- 4.4.3 Maintain and operate the Common Area and Common Maintenance Areas.
- 4. 4. 4 Maintain, repair and replace, as needed, any retaining walls constructed by Developer on any lot.
- 4.4.5 Hire a professional manager to perform all functions of operation and management of the Common Area and Common Maintenance Areas on behalf of the Association.
- 4.4.6 Shall require any destroyed improvements on Common Area and Common Maintenance Areas, and any landscaping and decorative items to be reconstructed in the same architectural, engineering, design, including paint colors, and in the same manner as originally constructed.
- 4.4.7 Prohibit any additional improvements or alterations on Common Area or Common Maintenance Areas. The Association is specifically prohibited from constructing additional storm water detention facilities unless required to by County directive or Court order.

- 4.4.8 Prohibit any construction, painting or landscaping (which term shall be defined in its broadest sense as including grass, fences, hedges, vines, trees and the like) whatsoever, other than to maintain or reconstruct any improvement installed by Developer on Common Area and Common Maintenance Areas, unless approved in writing by the Board of Directors.
- 4.4.9 Have the right to change any original architectural landscape or decorative designs as approved in writing by the Board of Directors.
- 4.4.10 The Homeowners Association, its successors, transferees or assigns, shall maintain in full force and effect, at its cost, comprehensive general liability and property damage insurance in the minimum amount of one Million Dollars, combined single limited with no annual aggregate. Roanoke County, its officers, agents and employees, shall be named as additional insureds on the policy. A certificate of insurance reflecting such coverage shall be provided to the County upon recordation of the Declaration of Covenants, Conditions and Restrictions and from year to year thereafter. The policy shall provide that the coverage shall not be canceled or materially altered except after sixty (60) days' written notice to the County; in the event of cancellation, material alteration, or termination of said policy for any reason, the Homeowners Association, its successors, transferees, or assigns, shall provide a comparable policy acceptable to the County, or shall forthwith comply with all federal, state and local laws or regulations as may be in effect at such time for fencing of detention pond(s)/stormwater management areas or other "common areas." Every five (5) years from the date hereof, the policy limits set forth herein shall increase by the total annual increase reflected by the Consumer Price Index Detailed Report for all urban consumers published by the United States Department of Labor, Bureau of Labor Statistics, in January of the anniversary year.
- 4.4.11 Entrance Signage. Permit changes in the design, color, or content of the entrance signage, subject to prior written approval by the Board of Directors.
- 4.5 Obligation of the Owners. Owners shall maintain a ten-inch (10") perimeter around the exterior foundation of their homes, designed to prevent damage from weed eaters and trimmers. Such perimeter may be composed of a dirt border, mulch (that must match the color and style of the mulch used by the Association in the front of the home) or a decorative border. No changes to the exterior of the Lot may be made without the prior written approval of the Board of Directors.

## ARTICLE 5

COVENANT FOR MAINTENANCE ASSESSMENTS

- 5.1 Creation of the Lien and Personal Obligation of Assessments. Each Member, hereby covenants, and each Lot Owner by acceptance of a deed or other transfer document therefor, whether it shall be so expressed in such deed or other transfer document, is deemed to covenant and agrees to pay to the Association:

5.1.1 Annual assessments or charges; and

5.1.2 Special assessments for capital improvements and operating, repair and replacement reserve funds, such assessments to be fixed, established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to the Member's successors in title (other than as a lien on the land) unless expressly assumed by them.

- 5.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Members and in particular for the maintenance of the Common Area and Common Maintenance Areas and for services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area and Common Maintenance Areas, including, but not limited to, the payment of taxes and insurance thereon and repair and replacement, for the cost of labor, equipment, materials, management and supervision thereof, and for operating reserve funds, and reserve funds for repair and replacement of the Common Area and Common Maintenance Areas and facilities thereon.

Notwithstanding the foregoing, the following Common Maintenance Areas shall not be repaired or replaced by the Association: decks, doors (front, back and garage), patios, and porches. The repairs and replacement of these components shall remain the responsibility of the individual Owners.

- 5.3 Basis and Maximum of Annual Assessments.

5.3.1 The annual assessment imposed upon each Member of the Association shall be at a rate determined by the initial Board of Directors of the Association. The annual assessment may be collected monthly or quarterly as the Association may determine and may be increased or decreased as hereinafter provided in Paragraph 5.4.



5.3.2 The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the annual assessment for any year in an amount below the maximum annual assessment set forth in Paragraph 5.3.1, as the same may be increased pursuant to Paragraph 5.4, provided that it shall be an affirmative obligation of the Association and its Board of Directors to fix such assessments at an amount sufficient to maintain and operate the Common Area and facilities and to provide reserves for the operating, repair and replacement of the Common Area and facilities.

5.4 Change in Maximum of Annual Assessments. The Board of Directors of the Association may, without a vote of the Members of the Association, prospectively increase the maximum of the annual assessments (fixed by Paragraph 5.3.1) to an amount which is the greater of (i) twenty-five per cent (25%) above the annual assessments for the previous year, or (ii) the annual assessment fees stated in Paragraph 5.3.1. The Association may prospectively increase the maximum of the assessments above the amount permitted pursuant to the preceding sentence, provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

5.5 Determination of Annual Assessments.

5.5.1 Fiscal Year. The fiscal year of the Association shall consist of the twelve-month period commencing on January 1 of each year and terminating on December 31 of that year.

5.5.2 Preparation and Approval of Budget. Each year on or before October 15, the Board of Directors shall adopt a budget containing an estimate of the total amount which it considers necessary to pay the cost of maintenance, management, operation, repair and replacement of the improvements, and the cost of wages, materials, insurance premiums, services, supplies and other expenses and the rendering to the members of all related services. Such budget shall also include such reasonable amounts as the Board of Directors considers necessary to provide working capital, a general operating reserve, and reserves for contingencies and replacements. The Board of Directors shall send to each Member a copy of the budget, in a reasonably itemized form which sets forth the amount of the common expenses payable by each Member, on or before December 15 preceding the fiscal year to which the budget applies. The said budget shall constitute the basis for determining each Member's assessment as hereinbefore provided.

5.5.3 Reserves. The Board of Directors shall build up and maintain an adequate reserve for working capital and contingencies, and an adequate reserve for

replacement of all facilities on the Common Area and Common Maintenance Areas which shall be collected as part of the annual assessment as hereinbefore provided. All funds accumulated for reserves shall be kept in a separate bank account, segregated from the general operating funds, and, if the Board of Directors deems it advisable, funds accumulated for each type of reserve shall be kept in a separate bank account, identified by reference to the specific category of reserve. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against such reserves. Except where an emergency required an expenditure to prevent or minimize loss from damage to, or deterioration of, the Common Area and Common Maintenance Areas, reserves accumulated for one purpose may not be expended for any other purpose unless approved by the Members. If the reserves are inadequate for any reason, including non-payment of any Owners assessments, the Board of Directors may at any time levy a further assessment in accordance with the provisions hereof, and which may be payable in a lump sum or in installments as the Board of Directors may determine. In the event there is a balance of reserves at the end of any fiscal year and the Board of Directors determines the Association may lose its tax exempt status due to such balance, the balance shall be returned on an equal basis to all Members who are current in the payment of all assessments due to the Association.

5.5.4 Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Board of Directors to prepare or adopt the annual budget of adjusted budget for any fiscal year shall not constitute a waiver or release in any manner of a Member's obligation to pay his assessment as herein provided, whenever the same shall be determined, and in the absence of any annual budget or adjusted budget, each Member shall continue to pay the assessment at the then existing rate established for the previous fiscal period in the manner such payment was previously due until notified otherwise.

5.5.5 Accounts. Except as otherwise provided, all sums collected by the Board of Directors with respect to assessments against the Members may be commingled into a single fund but shall be held for each Member in accordance with his votes in the Association.

5.6 Special Assessments for Capital Improvements and Operating Reserves. In addition to the annual assessments authorized by Paragraph 5.3, the Association may levy in any assessment year a special assessment (which must be fixed at one uniform rate for each Lot) applicable to that year only, for the purpose of defraying in whole or in part, the cost of any reconstruction, repair or replacement of a capital improvement upon the Common Area and Common Maintenance

Areas, including the necessary fixtures and personal property related thereto, and for operating the Common Area and Common Maintenance Areas, for which a reserve fund does not exist or is not adequate, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

- 5.7 Date of Commencement of Annual Assessments; Due Dates. The annual assessments as to any Lot shall commence on the conveyance of such Lot to an Owner and shall be due and payable thereafter on the first day of each calendar month thereafter. The due date of any special assessment under Paragraph 5.6 hereof shall be fixed in the resolution authorizing such assessment.
- 5.8 Duties of the Board of Directors. In the event of any change in the annual assessment as set forth herein, the Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be open to inspection by any Member. Written notice of the assessment shall thereupon be sent to every Member subject thereto. The Association shall, upon demand at any time, furnish to any Member liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid, or the amount of any unpaid assessment. A reasonable charge may be made by the Association for the issuance of such certificate. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.
- 5.9 Non-Payment of Assessments; Remedies of Association. Any assessment, or portion thereof, not paid when due shall be delinquent. If the same is not paid within five (5) days after the due date, then a late charge, not in excess of the greater of Twenty-five Dollars (\$25.00) or ten percent (10%) of the amount of each assessment or installment thereof not paid when due, shall also be due and payable to the Association. If any assessment or portion thereof is delinquent for a period of more than five (5) days, then if not paid within ten (10) days after written notice is given to the Member to make such payment, the entire unpaid balance of the assessment for that year may be accelerated at the option of the Board of Directors and be declared due and payable in full, and foreclosure proceedings may be instituted to enforce such lien. Such notice shall be sent by regular first-class mail, to the Member both at the address of the Lot or at any other address or addresses the Member may have designated to the Association in writing, specifying the amount of the assessments then due and payable, together with authorized late charges and interest accrued thereon. In addition, the Association may cause to be recorded among the land records of Roanoke County, Virginia, a memorandum of lien against the Lot and Owner thereof for all charges specified herein. Any assessment or portion thereof, together with

authorized late charges, not paid when due can, at the option of the Board of Directors, bear interest from the date of delinquency until paid at twelve percent (12%) per annum, or the maximum rate allowed by law, whichever is greater. The Board of Directors may suspend the voting rights of the Member or the rights of the Member and his Occupants to use the recreational facilities, if any, of the Property during the period in which any assessment or portion thereof remains unpaid and after at least ten (10) days written notice is given to the Member as aforesaid, and the Association may bring an action at law against the Member personally obligated to pay the same or foreclose its lien against such Member's Lot, in which events late charges, interest and costs of collection shall be included in such lien, with such costs of collection to include court costs, the expenses of sale, any expenses required for the protection and preservation of the Lot, and reasonable attorney's fees as awarded by the Court. All payments on account shall be applied first to the aforesaid costs of collection, then to late charges, then to interest, and then to the assessment lien first due. All late charges and interest collected shall be credited to the Common Expense fund. Each Member vests in the Board of Directors the right and power to bring all actions against him personally for the collection of such assessments as a debt and to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all Members. The Board of Directors acting on behalf of the Association, shall have the power to bid on the Lot at any foreclosure sale and to acquire, hold, lease, encumber and convey the same. No Member may waive or otherwise escape liability for the assessment provided for herein by non-use of the Lot, Common Maintenance Areas or Common Area. The lien for assessments shall lapse and be of no further effect as to assessments or installments thereof, together with late charges and interest applicable thereto, first becoming due and payable as provided by law.

- 5.10 Subordination of the Lien to First Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage on a Lot. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot by foreclosure of any first mortgage on the Lot, or any proceeding in lieu thereof, shall extinguish the lien of such assessments (but not the personal obligation to pay) as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.
- 5.11 No Alienation of Lots. No Member shall be permitted to convey, mortgage, hypothecate, sell, lease, give, or devise his lot unless and until he (or his personal representative) shall have paid in full to the Association all unpaid assessments against his Lot, except as otherwise specifically provided herein. The Association shall promptly furnish to any Member (or his devisee or personal representative) requesting the same in writing pursuant to this Section, a recordable statement

certifying whether such Member is then obligated for any outstanding assessments previously levied against such Lot and the amount, if any, then outstanding. In the event that the Lot is subject to outstanding expenses previously levied against such Lot, the statement shall certify any waiver of, or failure or refusal to exercise, the right of the Association to prevent the disposition of such Lot, in all cases where the Association allows such disposition. Failure or refusal to furnish promptly such a statement in such circumstances shall make the above-mentioned prohibition inapplicable to any such disposition of the Lot. Any such statement shall be binding on the Association and every Member.

- 5.12 Exempt Property. The following property which is subject to this Declaration shall be exempted from the assessments, charges and liens created herein:

All Common Area.

## ARTICLE 6

### PROTECTIVE COVENANTS

- 6.1 Utility Easements. Each Lot owner shall have an easement in common with the Owners of all other Lots to use all pipes, wires, ducts, cables, conduits, public utility lines and other elements located on any of the other Lots and serving his Lot. Each Lot shall be subject to an easement in favor of the Owners of all other Lots to use the pipes, ducts, cables, wires, conduits and public utility lines of any nature.
- 6.2 Easement of Access - Association Property. Every member, and personnel of the Association shall have an easement of access over and across any Common Area and such easement shall be appurtenant to and pass with the title to every Lot. Any Member may delegate his right of access to the Common Area to the members of his family, tenants, or contract purchasers (and members of the family of any tenant or contract purchasers) who reside on the Property, or to such other persons as may be permitted by the Association.
- 6.3 Water Easement. Once a lawn is established on the homeowner's lot, the lot owner shall be responsible for continuing to provide water in sufficient quantities to maintain the lawn. In the event that a lot owner does not provide the necessary water in order to establish or maintain a lawn the Association may enter the property and make use of the water on that lot for purposes of repairing or reestablishing the lawn and any cost associated with doing so shall be born solely by the homeowner and may be collected the Association as a repair assessment.
- 6.4 Easement of Access - Common Maintenance Areas. Personnel of the Association, the managing agent and its employees and contractors, shall have an easement of access over and across all Common Maintenance Areas. This easement, in

addition for the purpose of access, shall also be for ingress and egress and for performing any and all tasks, obligations, and duties of the developer, Association and managing agent, including, but not limited to, maintenance, repairs, rebuilding, relocation of utility lines, grounds care, and replacement of components.

- 6.5 Residence Maintenance/Repair/Replacement Easement. There is hereby reserved a 5-foot wide easement for each Lot owner over the adjoining Lot, which easement shall run parallel to the “zero lot line” for each Lot, as more particularly shown on the recorded plat of “Penn Forest Place” (Plat Book 17, page 77). This easement is intended to include such additional area of the adjoining Lot as required for maintenance, repair or replacement of the residence, walks, patios, decks or other improvements located on the Lot. Any such maintenance, repair or replacement must be with materials of quality and design, comparable to the original construction, so as to appear identical to the original construction. “Adjoining Lot” as used in this paragraph shall mean the lot immediately adjacent to the zero lot line.”
- 6.6 Encroachment. To the extent that an improvement located on any Lot encroaches on any other Lot or Association Property, either by reason of deviation from the subdivision plat of the Property or by reason of settling or shifting of any land or improvement, an easement for such encroachment shall exist. This easement shall include any retaining walls installed by the Developer which cross division lines between Lots. Each Lot and the Association Property shall be subject to an easement for encroachments created by construction and overhangs as designed or constructed by the Developer. A valid easement for said encroachments, and for the maintenance of same so long as they stand, shall and does exist. In the event that any building is partially or totally destroyed and then rebuilt, the owners of the Lot so affected agree that encroachments on parts of the adjoining Lots or Association Property due to construction shall be permitted and that a valid easement for said encroachments and the maintenance thereof shall exist. This easement shall not apply to cases of willful and intentional misconduct for the parties responsible for said encroachment. A perpetual easement is hereby created on all Lots upon which common driveways and common parking areas are located, for the benefit of Lot owners and occupants using said driveways and parking areas.

## ARTICLE 7

### INSURANCE

- 7.1 Authority to Purchase.
- 7.1.1 All insurance policies relating to the Association Property shall be purchased by the Board of Directors. Neither the Board of Directors nor the Managing Agent shall be liable for failure to obtain any coverage

required by this Article or for any loss or damage resulting from such failure if such failure is due to the unavailability of such coverage from an insurance company having the qualifications set forth in Paragraph 7.4 or if, in the opinion of the Board of Directors, such coverage is prohibitively expensive.

7.1.2 Each such policy shall provide that:

7.1.2.1 The insurer waives any right to claim by way of subrogation against the Association, the Board of Directors, the Managing Agent or the Members, and their respective agents, employees, guests and, in the case of the Members, the members of their households;

7.1.2.2 Such policy shall not be cancelled, invalidated or suspended due to the conduct of any member (including his invitees, agents and employees) or of any member, officer or employee of the Board of Directors or the Managing Agent without a prior demand in writing that the Board of Directors or the Managing Agent cure the defect and without sixty days having elapsed after such a demand without a cure of the defect.

7.1.2.3 Such policy may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least sixty days prior written notice to the Board of Directors and the Managing Agent and, in the case of psychical damage insurance, to all Mortgagees of the Lots.

7.1.4 All policies of insurance shall be written by reputable companies licensed to do business in the Commonwealth of Virginia and holding a rating of "AAA", or better, by Best's Insurance Reports and a policyholder's rating of "A" or better. Physical damage policies shall be in form and substance acceptable to the Mortgagees of the Lots.

7.2 Fire and Extended Coverage.

7.2.1 All Lot owners shall be responsible for securing policies for fire and extended coverage, vandalism, malicious mischief, windstorm, debris removal, and water damage endorsements, for the structure on each individual Lot, in an amount equal to 100% of the then current replacement cost of the Property (exclusive of the Land, excavations, foundations and other items normally excluded from such coverage), without deduction for depreciation (such amount to be redetermined annually by the Board of Directors with the assistance of the insurance company affording such coverage). All such policies shall be approved by

the Board of Directors of this Association and the Board of Directors shall be a named party as their interests may appear.

7.2.2 Copies of all policies and any renewals shall be filed with the Board of Directors of this Association.

7.3 Liability Insurance. The Board of Directors shall obtain and maintain comprehensive general liability in the amount of \$1,000,000.00 (including libel, slander, false arrest and invasion of privacy coverage for Officers) and property damage insurance in such limits as the Board of Directors may from time to time determine, insuring each member of the Board of Directors, the Officers, the Managing Agent, the County of Roanoke and each Member against any liability to the public or to the Members ( and their invitees, agents and employees) arising out of, or incident to, the ownership and/or use of the Association Property and common Maintenance Areas including any storm water detention areas, Additionally, such liability insurance shall insure each member of the Board of Directors, the Officers and the Managing Agent and The County of Roanoke against any liability to the public or to Members (their invitees, agents and employees) arising out of, or incident to the ownership and/or use of any Association Property or common Maintenance Areas including storm water detention areas. Such insurance shall be issued on a comprehensive liability basis and shall contain: (a) a cross liability endorsement under which the rights of a named insured under the policy shall not be prejudiced with respect to his action against another named insured; (b) hired and non-owned vehicle coverage; (c) host liquor liability coverage with respect to events sponsored by the Association; (d) deletion of the normal products exclusion with respect to events sponsored by the Association; and (e) a "severability of interests" endorsement which shall preclude the insurer from denying liability to a Member because of negligent acts of the Association or of another Member. The Board of Directors shall review such limits once each year, but in no event shall such insurance be less than One Million Dollars covering all claims for bodily injury or property damage arising out of one occurrence. Reasonable amounts of "umbrella" liability insurance in excess of the primary limits may also be obtained.

7.4 Other Insurance. The Board of Directors shall obtain and maintain:

7.4.1 Workmen's compensation insurance if and to the extent necessary to meet the requirements of law;

7.4.2 Such other insurance as the Board of Directors may determine or as may be requested from time to time by a majority of the Members.

7.5 Insurance Trustee.

7.5.1 All physical damage insurance policies purchased by the Board of Directors shall be for the benefit of the Association, the Members, their



Mortgagees and the Developer, as their interests may appear, and shall provide that, with respect to any single loss, if the proceeds thereof exceed Twenty-Five Thousand Dollars then all such proceeds shall be paid in trust to such lending institution in the general vicinity of where the Property is located with trust powers as may be designated by the Board of Directors (which Trustee is herein referred to as the Insurance Trustee). If such proceeds do not exceed Twenty-Five Thousand Dollars then all such proceeds shall be paid to the Board of Directors to be applied pursuant to the terms of Article 7.

7.5.2 The Board of Directors may enter into an Insurance Trust Agreement with the Insurance Trustee which shall provide that the Insurance Trustee shall not be liable for payment of premiums, the renewal of the policies, the sufficiency of coverage, the form or contents of the policies, the correctness of any amounts received on account of the proceeds of any insurance policies nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid to it and to hold the same in trust for the purposes elsewhere stated in these By-laws for the benefit of the insured and their beneficiaries thereunder.

7.6 Board of Directors as Agent. The Board of Directors is hereby irrevocably appointed the agent for each Member, each Mortgagee, other named insured and their beneficiaries and any other holder of a lien or other interest in the Association to adjust and settle all claims arising under insurance policies purchased by the Board of Directors and to execute and deliver releases upon the payment of claims.

## ARTICLE 8

### REPAIR AND RECONSTRUCTION AFTER FIRE OR OTHER CASUALTY

In the event of damage to, or destruction of, all or any of the improvements on any Lot or the Common Maintenance Areas as a result of fire or other casualty, the Board of Directors of the Association and/or Lot owners shall cause and supervise the prompt repair and restoration of such improvements including landscaping in accordance with the plans and specifications under which the improvements were originally constructed. The Board of Directors and/or Lot Owners shall proceed towards reconstruction of such improvements as quickly as practicable under the circumstances and shall obtain funds for such reconstruction from the insurance proceeds and any special assessments that may be necessary after exhaustion of reserves for the repair and replacement of such improvements.

## ARTICLE 9

MORTGAGES

- 9.1 Notice to Board of Directors. A Member who mortgages his Lot shall notify the Association of the name and address of his mortgagee.
- 9.2 Notice of Unpaid Assessments for Common Expenses. The Association, whenever so requested in writing by a mortgagee of a Lot, shall promptly report any then unpaid assessments for Common Expenses due from, or any other default by, the Member of the mortgaged Lot.

## ARTICLE 10

COMPLIANCE AND DEFAULT

Each Member shall be governed by, and shall comply with, all of the terms of the Declaration, and the rules and regulations promulgated by the Association and any amendments of the same. A default by a Member shall entitle the Association, acting through its Board of Directors or through its agent, to the following relief:

- 10.1 Legal Proceeding. Failure to comply with any of the terms of the Declaration, and the rules and regulations shall be grounds for relief which may include, without limiting the same, an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all assessments, any other relief provided for herein including reasonable attorney's fees, or any combination thereof, and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Association, the Board of Directors, its agent, or if appropriate, by an aggrieved Member.
- 10.2 Additional Liability. Each Member shall be liable for the expense of all maintenance, repair or replacement to Association Property and common Maintenance Areas rendered necessary by his act, neglect or carelessness, or the act, neglect or carelessness of any member of his family or his employees, agents or licensees, but only to the extent that such expense is not covered by the proceeds of any insurance carried by the Association. Nothing contained herein, however, shall be construed as modifying any waiver by any insurance company of its right of subrogation.
- 10.3 Costs and Attorneys' Fees. In any proceeding arising out of any alleged default by a Member, the Association shall be entitled to recover the costs of the proceeding, and such reasonable attorney's fees as may be determined by the court.

In the event any owner or purchaser of a Lot files a suit against the Association, pursuant to any terms and conditions of this Agreement, the party filing such legal

action shall be responsible for all court costs and attorney's fees incurred by the Association, if such legal action is dismissed or decided in favor of Association.

In the event any owner or purchaser of a Lot files a suit against the Association, pursuant to any terms and conditions of this Agreement, the lot owner filing such legal action shall also be responsible for all court costs and attorney's fees incurred by the Association, if said legal action is decided in favor of said lot owner but the decision is consistent with a previous settlement offer made by the Association.

- 10.4 No Waiver of Rights. The failure of the Association, the Board of Directors, or of a Member to enforce any right, provision, covenant, or condition which may be granted by this Declaration, or the rules and regulations, shall not constitute a waiver of the right of the Association, the Board of Directors or the member to enforce such right, provision, covenant, or condition in the future. All

rights, remedies and privileges granted to the Association, the Board of Directors or any Member pursuant to any term, provision, covenant or condition of the Declaration, or the rules and regulations shall be deemed to be cumulative, and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such privileges as may be granted to such party by the Declaration or the rules and regulations, or at law or in equity.

- 10.5 Abatement and Enjoyment of Violations by Owners. The violation of any rule or regulation adopted by the Association, or the breach of any provision of this Declaration, shall give the Association or Agent, the right, in addition to any other rights set forth herein or at law to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.
- 10.6. Enforcement of Covenants and Rules. The Board of Directors is authorized to adopt rules and procedures relating to enforcement of this Declaration and Rules and Regulations as provided in the Virginia Property Owners' Association Act.

## ARTICLE 11

### RULES REGULATIONS AND RESTRICTIONS

The Property, including all improvements comprising a part thereof, shall be subject to the rules and regulations set forth as follows:

- 11.1 No more than two motor vehicles may be parked on the exterior of a Lot at any time (this is not intended to prevent an owner from having more than two cars parked on the exterior for a short period of time should the owner be having a party). This does not preclude the parking of additional vehicles in a garage.

- 11.2 No improper, offensive or unlawful use shall be made of any Lot or any part thereof. No owner shall permit or suffer anything to be done or kept in or on his Lot which will (a) increase the rate of or cause the cancellation of insurance on the Lot, (b) obstruct or interfere with the rights of other occupants of the Property (c) be a nuisance to those occupants, or (d) interfere with the peaceful possession or proper use of any portion of the Property.
- 11.3 To preserve the architectural appearance of the Lots, no construction, painting or other changes of any nature whatsoever shall be commenced or maintained by any owner with respect to the exterior of any structure or any other portion of the Lot whether appurtenant thereto or not unless approved in writing by the Board of Directors. An owner may make improvements and alterations within his structure, provided, however, that no owner shall make any structural alterations or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety, soundness or structural integrity of that structure or any other structure, nor shall any owner impair any easement without first obtaining the written consent of the Association and that of the owner or owners and their mortgagees for whose benefit such easement exists. No alteration of original landscaping (which term shall be defined in its broadest sense as including grass, fences, hedges, vines, trees and the like), or change in the exterior of any Lot or Common Maintenance Area, including color, even after a Lot is sold, will be permitted unless approved in writing by the Board of Directors. In the event an Owner violates this Section, the Board of Directors shall have the right without notice to remove any alteration and restore the original alteration or landscaping at the owner's expense. Said expenses shall be a lien, as is herein defined, on owner's Lot.

No healthy trees may be cut unless terminally diseased or extensively storm damaged or found to be a danger to the community. This is intended to include, but not be limited to, those trees located along the boundary line with the parcel identified as the Smith property on the plat.

- 11.4 Any lot owner who rents his lot to a lessee(s) shall deliver to the Association a written statement designating the name or names of those persons entitled to use the lot, together with a written covenant from that party or those parties in favor of the Association stating that there will be full compliance with all the terms and provisions of this Declaration, the Articles and Bylaws and all rules and regulations adopted thereunder. In the event that such covenants are violated, the aforesaid owner shall cause such party or parties to vacate the lot and in the event such party or parties do not vacate the lot, the Association shall take whatever measures are necessary to have the party or parties removed from the lot and shall assess the owner for any costs or attorney's fees caused by such measures. No lease term on any lot shall be for a period less than six (6) months.

- 11.5 The design, type, location, size, intensity (wattage) and color of all exterior lights shall be maintained as originally installed by Developer unless the Board approves any alteration.
- 11.6 No animal, other than common household pets shall be kept or maintained in any Lot or thereabout, and no more than two (2) common household pets shall be kept or maintained in any structure. Common household pets shall not be kept, bred, or maintained for commercial purposes.
- 11.7 Except as the Board of Directors may otherwise provide, no pick-up trucks, vans, trucks, commercial vehicles, recreation vehicles, abandoned or disabled vehicles, motorhomes, motorcycles, campers, boats or boat trailers may be parked upon any Common Area or Lot. However, any non-conforming vehicles may be kept in an enclosed garage. No car covers shall be allowed and no unlicensed vehicles or vehicles with expired inspection stickers shall be allowed. No repair work to any type of motor vehicle shall be conducted on Association Property or any Lot other than very minor repairs. Notwithstanding the foregoing, a moped or a motorized bicycle may be kept in a structure, provided that same is not visible to the public. All garage doors must be kept closed.
- 11.8 No awnings, shades, or other item shall be attached to, hung or used on the exterior of any window or door of a structure or on the exterior of any building. No screen or storm door shall be permitted on any windows or doors other than those installed by Developer, except those authorized in writing by the Board of Directors. No foil, window tinting or other sun shielding materials or devices shall be permitted upon any glass surfaces. outside clothes lines or other outside facilities for drying or airing clothes are specifically prohibited and shall not be erected, placed or maintained on any portion of any Lot, nor shall any plants, decorative items, pottery, furniture, clothing, rugs, or any other item be hung or placed on any portion of any Lot, or inside any structure where such items can be seen from any portion of any Lot. All glass surfaces, windows and doors, shall be cleaned and maintained in a clean state inside and outside by the owner. Nothing herein contained shall prohibit lawn furniture on rear patios, or decks. In the event any storm door is approved in writing by the Board of Directors as an extra for any Lot, such storm door shall be maintained in a proper state of repair by and at the sole expense of such Lot owner. If such storm door is not properly maintained, the Association may maintain such door and charge the repair thereof to the Owner.
- 11.9 No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of any Lot, except in containers specifically designated for such purpose by Developer and such containers shall be kept out of view at all times, except on garbage collection days when they may be set out for collection. The Board of Directors reserves the right to approve the refuse containers used by Lot owners and occupants, and such containers shall be

purchased at Lot owners' expense. On Lots with enclosed garages, trash, garbage and their containers shall be kept in said garages.

- 11.10 Unless installed by Developer, no owner shall install any electrical or telephone wire, air conditioning unit, or other machine anywhere on any structure or any Lot in such a fashion that it is visible anywhere outside such structure. The Board may adopt reasonable rules and regulations pertaining to satellite dishes and antennas.
- 11.11 A Lot owner shall not display on the outside of any structure or Lot an advertisement, poster, a For Sale or For Rent sign, or any other type of sign.
- 11.12 The Board of Directors shall, at the request of the mortgagee of any Lot, report any delinquent assessments and fines due from the owner of such Lot.
- 11.13 Employees of the Association shall not be sent off any Lot by any owner at any time for any purpose. No owner or resident shall direct, supervise, or in any manner attempt to assert any control over the employees of the Association.
- 11.14 Regulations and fines promulgated by the Board of Directors or any committee established by the Board concerning the use of the Property shall be observed by the members and their family, invitees, guests and tenants; provided, however that copies of such regulations are furnished to each member prior to the time the said regulations become effective.
- 11.15 No flammable, combustible or explosive fluid or chemical substance shall be kept in any structure except such as are required for normal household use, and except for a portable gas barbecue grill. No owner shall permit or suffer anything to be done or kept in its dwelling which will increase the rate of insurance as to other Lot owners or as to their Lots or to the Association as to the Common Areas.
- 11.16 No person shall be permitted to use the Common Areas or the recreational facilities, if any, located thereon except in accordance with the rules and regulations established by the Association's Board of Directors.
- 11.17 No owner shall make or permit any disturbing noises or do or permit anything to be done on any Lot which will interfere with the rights, comforts or conveniences of other owners.
- 11.18 No solar panels shall be erected on any structure except as approved in writing by the Board of Directors. The Owner shall be responsible for installation and damage to the roof. Removal for repair or replacement shall be performed at the expense of the Owner.
- 11.19 No Lot and improvements thereon shall be used for any purpose other than residential purposes and as provided in this Declaration. No structure shall be permitted on any Lot which replaces the original structure and improvements

constructed by the Developer unless such structure and improvement is the same as the original structure destroyed or removed.

- 11.20 No auxiliary building or structure or the like or swimming pool which is detached from a structure and not originally constructed by the Developer as part of the original improvements to the Lot shall be permitted on a Lot.
- 11.21 The Managing Agent of the Association shall have the right to remove any items which are infractions of these restrictions. Any expense incurred by such removal, including costs and reasonable attorney's fees, shall be the expense of such Lot owner.
- 11.22 The personal property of all owners shall be stored within their structures.
- 11.23 There shall be no more than one unrelated adult person in residence per bedroom in any Lot.
- 11.24 The Association, Developer or any Lot Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions and covenants imposed hereby. Failure by the Association, Developer, or by any Lot Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter, and the invalidation of one or more of the restrictions, conditions, covenants, or reservations herein shall not affect the right to enforce the remaining restrictions. The Association and/or any Lot owner shall be responsible for Developer's reasonable attorney's fee in the event either or both institute a legal action against the Developer, and Developer prevails in such action.

In the event a purchaser of a Lot files a suit against Developer and/or a contractor secured by Developer, pursuant to any terms and conditions of this Agreement, or pursuant to the construction of a residence on such Lot, the party filing such legal action shall be responsible for all court costs and all attorney's fees incurred by Developer and/or a Contractor secured by Developer, if such legal action is unsuccessful. As used in this paragraph, "unsuccessful" shall be defined as a dispute being resolved in a court action in a manner unfavorable to Developer and/or a Contractor Secured by Developer and contrary to any previous offer of settlement by Developer and/or a Contractor secured by Developer.

## ARTICLE 12

### MISCELLANEOUS PROVISIONS

#### 12.1 Duration and Amendment. \

The provisions of this Declaration shall run with and bind all of the Property including the Lots therein and shall inure to the benefit of and be

enforceable by the Association, or the Owner of any Lot subject to this Declaration, his respective legal representatives, heirs, successors and assigns. Unless specifically prohibited herein, this Declaration may be amended by an instrument signed by the Owners holding no less than two-thirds (2/3) of the votes of the Membership. Any amendment must be recorded to be effective. No amendment shall change Architectural, Engineering, Landscaping (which term shall be defined in its broadest sense as including grass, fences, hedges, vines, trees and the like) or decorative design of the Community as finally constructed.

- 12.2 Notices. Any notice required to be sent to any member under the provisions of this instrument shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member on the records of the Association at the time of such mailing.
- 12.3 Non-Waiver. The failure of the Association, any Member, or their respective legal representatives, heirs, successors and assigns, to enforce any restriction contained in this Declaration shall in no event be considered a waiver of the right to do so thereafter, as to the same violation or breach or as to such violation or breach occurring prior or subsequent thereto.
- 12.4 Construction and Interpretation. The Board of Directors of the Association, to the extent specifically provided herein, may adopt and promulgate reasonable rules and regulations regarding the administration, interpretation and enforcement of the provisions of this Declaration. In so adopting and promulgating such rules and regulations, and in making any finding, determination, ruling or order or in carrying out any directive contained herein relating to the issuance of permits, authorizations, approvals, rules or regulations, the Board of Directors shall take into consideration the best interests of the Members to the end that the Property shall be preserved and maintained in a high quality manner.
- 12.5 Severability. All of the covenants, conditions, restrictions, and regulations contained in this Declaration are hereby declared to be severable and a finding by any court of competent jurisdiction that any of them or any clause or phrase thereof, is void, unlawful or unenforceable, shall not affect the validity or enforceability of any other covenants, conditions, restrictions, reservations, or clause or phrase thereof.

PENN FOREST PLACE HOMEOWNERS  
ASSOCIATION, INC.,  
a Virginia property owners' association and  
nonstock corporation



## CERTIFICATION

I hereby certify that the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions was approved, signed or ratified by the requisite majority of Owners.

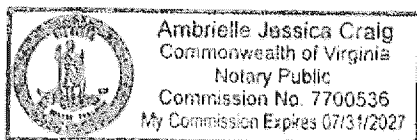
9-2-2025  
Date

Deborah Sprenger  
Deborah Sprenger, President  
Penn Forest Place Homeowners Association, Inc.

COMMONWEALTH OF VIRGINIA }

CITY/ COUNTY OF Salem } To-wit:

This 2nd day of September, 2025, Deborah Sprenger, identified as the President of Penn Forest Place Homeowners Association, Inc., appeared before me and executed the foregoing Certification in my presence, a Notary Public.



Ambrielle J. Manter  
Notary Public

*I was commissioned as Ambrielle Craig*

My Commission expires: 07/31/2027

## EXHIBIT A

BEGINNING at a point designated (1) on "Revised Plat of Subdivision For Boone, Boone & Loeb, Inc., Creating Hereon "Penn Forest Place..." which plat is recorded in the Clerk's Office of the Circuit Court of Roanoke county, Virginia, in Plat Book 17, page 102, which point is further located on the southwesterly side of Merriman Road (VA. Sec. Rte. #1613); thence with the same, S. 34° 34' 54" E. 332.43 feet to a point designated (2); thence leaving Merriman Road, S. 35° 48' 59" W. 269.32 feet to a point designated (3); thence s. 34° 42' 15" W. 599. 78 feet to a point designated (4); thence N. 73° 39' 02" W 13.00 feet to a point designated (5); thence N. 67° 72' 13" W. 328.23 feet to a point designated (6); thence N. 40° 16' 52" W. 91.72 feet to a point designated (7); thence N. 46° 12' 49" E. 526.50 feet to a point designated (8); thence N. 46° 09' 00" E. 560.65 feet to the PLACE OF BEGINNING, and containing 9.543 acres as shown on the aforesaid "Revised Plat of Subdivision For Boone, Boone & Loeb, Inc., Creating Hereon "Penn Forest Place..." dated January 4, 1995, revised February 4, 1995, by Lumsden Associates, P.C., Engineers-Surveyors-Planners, which plat is recorded in the Clerk's Office of the Circuit Court of Roanoke County, Virginia, in Plat Book 17, page 102.

**Tax Map Nos:**

086.20-04-01.00-0000  
086.20-04-02.00-0000  
086.20-04-03.00-0000  
086.20-04-04.00-0000  
086.20-04-05.00-0000  
086.20-04-06.00-0000  
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086.20-04-29.00-0000  
086.20-04-30.00-0000  
086.20-04-31.00-0000

**Prepared by:**  
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