

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

THE AGEE FAMILY SUBDIVISION

Lots of 25.48, 5.00, 15.056, 13.648, 46,8235, 65.542, 13.035 and 10.943 acres.

KNOW ALL MEN BY THESE PRESENTS, that in order to provide for the proper and orderly development of the Agee Family Subdivision, on State Secondary Route No. 719 (Laurel Branch Road), in the Courthouse Magisterial District of Floyd County, Virginia, the undersigned, owners and developers desire to subject said real estate to the protective and restrictive covenants hereinafter set forth, such land shall be held, transferred, sold, and conveyed, subject to the covenants, conditions, and restrictions set forth below which shall run with the land, be binding upon all lot owners, their heirs, devisees, and assigns, and remain in full force and effect for a period of one hundred (20) years, and will renew itself from year-to-year thereafter, unless it is terminated by vote of more than two-thirds of the lot owners after the beginning of the year-to-year renewals, provided that these protective covenants may be amended, altered, released or terminated at any time during the one hundred (20) year period by appropriate instrument in writing executed and acknowledged by all of the lot owners. While the developers own any lots for sale, such lots may be counted as individual lots in calculating any appropriate "number of the lot owners." The hereinafter stated covenants, conditions, and restrictions, to be in addition to all requirements, restrictions and easements set forth on and shown on those certain plats of survey of L. J. Quesenberry, L.S., dated September 8, 2022, as Job No. 5149, which are incorporated herein by reference, said plats of survey being of record in the Clerk's Office of the Circuit Court of Floyd County, Virginia, as Instrument Number 22-_____, _____ and _____.

1. **HOMES.** No single-wide mobile homes of any type shall be allowed upon any lot. New double-wide homes having a roof pitch of at least 4 to 12 inches, erected upon a permanent continuous masonry foundation are allowed.
2. **VEHICLES.** No uninspected motor vehicles shall be allowed on any lot, unless stored within a one (1) or more car garage.
3. **NUISANCES.** No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon, which may be at the time, or may become an annoyance or nuisance to the adjoining tract owners, or the adjacent tract owners.
4. **PROPERTY USAGE.** The following are NOT permitted: automobile repair or parting businesses, commercial dog kennels, feed lots (high density animals of any kind), mechanic's garages, junkyards, trailer parks, dumps, recycling centers, race tracks, shooting ranges, body shops;
5. It is the intent of these restrictions to preserve a high quality of rural living environment, and for all parties owning or residing on the land to respect the serenity, natural beauty, and solitude of the neighborhood. Activities producing excessively loud noise for extended periods, particularly at night (such as radio, music, barking dogs, sirens, machinery), would be contrary to this intent.
6. **DRAINAGE.** It is the responsibility of the purchasers of any lot, and their successors and assigns, to install appropriate drainage systems on each lot, including downspout drain tiles, or culverts when driveways are installed.
7. **REMEDIES.** If any owner or their heirs or assigns shall violate or attempt to

violate any of these covenants herein, then it shall be lawful for any person or persons owning any real estate situated within said subdivision or real property adjacent thereto, to prosecute any such attempt or violation, by a proceeding at law or equity against the person or persons violating or attempting to violate any such covenant, and in the event the said person so acting to prohibit such attempt or action, shall be entitled to recover not only damages, but attorney's fees or other compensation as may allowed by the court for such violation.

- 8. INVALIDATION.** If any of these covenants shall be invalidated by judgment or decree of a court of competent jurisdiction, such invalidation shall not affect any of the other remaining covenants or provisions herein which shall remain then in full force and effect.

WITNESS the following signature and seal this _____ day of October, 2022.

_____(SEAL)
Steven M. Agee

_____(SEAL)
Kimberly J. Agee

STATE OF VIRGINIA,

COUNTY OF FLOYD, to-wit:

The foregoing instrument was acknowledged before me this _____ day of
September, 2022, by Steven M. Agee and Kimberly J. Agee.

My Commission Expires: _____

Notary Public

_____(SEAL)
Lynn A. Kidd

STATE OF VIRGINIA,

COUNTY OF FLOYD, to-wit:

The foregoing instrument was acknowledged before me this _____ day of
September, 2022, by Lynn A. Kidd.

My Commission Expires: _____

Notary Public

Prepared by: Dale Profitt, Attorney, P.C.
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