

Tax Map No. 37-28, 37-29, 37-2A & 23-2D

**DECLARATION OF RESTRICTIONS
AND
RESERVATION OF EASEMENTS**

THIS DECLARATION OF RESTRICTIONS and RESERVATION OF EASEMENTS made this 30th day of October, 2023, by INDIAN VALLEY PARTNERS, LLC, a Texas limited liability company, referred to as "Declarant,"

WITNESSETH

WHEREAS, Declarant is the owner of all of that real estate as set forth and described on those certain plats prepared by L. J. Quesenberry, L.S., dated July 7, 2023, and recorded in the Clerk's Office of the Circuit Court of Floyd County, Virginia, as Instrument No. 230001120 and Instrument No. 230001454, which plats are incorporated herein by reference, and which property was acquired by Declarant by Deed dated May 25, 2023 of record in the aforesaid Clerk's Office as Instrument No. 230000926.

WHEREAS, Declarant intends to sell certain tracts or parcels of said real estate and Declarant wishes to place certain restrictions on the use of such tracts.

NOW, THEREFORE, Declarant hereby places to following restrictions and uses on such real estate as follows:

1. No trailer parks may be placed on any tract at any time. A trailer park by definition herein is more than 4 trailers, mobile homes or singlewide homes.
2. Modular homes and newly constructed manufactured homes, such as double-wides and triple-wides, are permitted, provided, such modular or manufactured home are

no more than 10 years old. All dwellings shall be constructed on a permanent foundation, of permanent materials and in accordance with applicable building codes.

3. No commercial shooting ranges shall be allowed on any tract.

4. No more than 2 unlicensed, untagged, or disabled motor vehicles may be kept or stored on any tract for more than 120 days. Any more than two (2) such vehicles must be garaged in a fully enclosed structure.

5. Livestock may be kept on the real estate, however no feed lots commercial farm operation, or similar intensive agricultural uses may be maintained on any tract.

6. No industrial or manufacturing activity may be conducted on any tract.

7. All buildings on any tract must be set back at least 10 feet from interior lot lines and 20 feet from the common road.

8. Tracts 1, 2, 3 and 4 as shown on the aforesaid plat of survey may not be further subdivided.

9. A 20' wide utility easement is reserved on both sides of the aforesaid 50' wide access easement for the purpose of electrical, telephone, water, sewer and other utilities, and a 10' wide utility easement is reserved along either side of all interior lot lines to be created.

10. The tract owners, including the Declarant so long as they still own one or more tracts, or any of them severally, shall have the right to proceed at law or in equity to compel compliance with the restrictions stated herein or to prevent the violation or breach of any of them or to seek damages for the said violations and shall have the right to recover from the breaching party all attorney fees and costs resulting from the enforcement of the said restrictions.

Any judgement for damages, costs and/or attorney fees rendered against an owner pursuant hereto shall constitute a lien upon the property upon which such violation occurred.

The failure by any owner or Declarant to seek enforcement of any of the terms and provisions hereof shall not render this Declaration invalid. The invalidation of any one or more of the Restrictive Covenants hereof or any single provision, sentence, clause or phrase contained therein, by any Court of competent jurisdiction shall not affect the remainder of this Declaration, which shall remain in full force and effect.

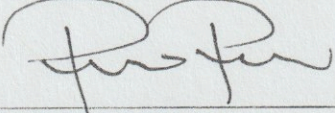
Should the defaulting owner fail, neglect, or refuse to satisfy and discharge any lien arising hereunder, within thirty (30) days of the date of judgment, the prevailing lot owners, or their successors and assigns, shall have the right to interest on such liens at the rate of twelve per centum (12%) per annum and shall be entitled to receive all costs of collection, including reasonable attorney's fees.

No violation or breach of the foregoing shall be superior to any valid lien on the property by a lender without written notice of such violation or breach at the time said lien is placed on the property.

The Restrictions created herein shall run with the land and shall be binding on the aforementioned lots and parcels for a period of forty (40) years from the date of this Declaration, after which time they shall automatically be extended for successive periods of ten (10) years.

Indian Valley Partners, LLC

By:



(SEAL)

Rick Rauch, Member

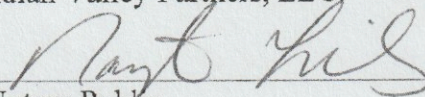
State of Texas,

City/County of Galveston, to wit:

The foregoing instrument was acknowledged before me this 30 day of October, 2023 by Rich Rauch, Managing Member of Indian Valley Partners, LLC

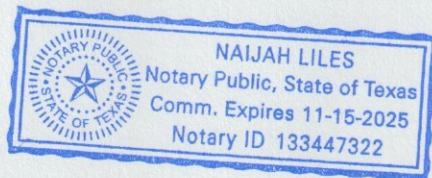
My commission expires:

11-15-2025



Notary Public

Notary ID: 133447322



Prepared by: Janet G. Murrell, Esq. (VSB #84982)

Tax Map No. 37-28 and 37-2A

ROAD MAINTENANCE AGREEMENT

THIS ROAD MAINTENANCE AGREEMENT, made this 30th day of October, 2023, by and between **INDIAN VALLEY PARTNERS, LLC** ("LLC"), A Virginia limited liability company.

WHEREAS, the LLC is the current owner of real property located off Virginia Secondary Route 655, being Lot 4 containing 25.000 acres, Lot 1 containing 65.481 acres, and Lot 2 containing 87.077 acres, and being more particularly shown on those two (2) certain plats of survey prepared by L. J. Quesenberry, L.S., dated July 7, 2023, a copy of which surveys are recorded in the Clerk's Office of the Circuit Court of Floyd County, Virginia as Instrument No. 230001120 and 230001454; and

WHEREAS, LLC acquired title in and to such property by Deed dated May 25, 2023, from Marilyn Phillips Duncan and Reta Phillips Faris, said deed of record in the Clerk's Office of the Circuit Court of Floyd County, Virginia, as Instrument No. 230000926; and

WHEREAS, access to and from aforesaid lots for ingress and egress to Virginia Secondary Route No. 655 is over a 50' wide easement/right of way as more particularly shown on the plat of survey recorded in the aforesaid Clerk's Office as Instrument No. 230001120 as "New 50' right-of-way to be used for ingress and egress from Route #655 through tax section 37, parcel 28 to the 65.481 acre & 87.077 acre tracts"; and

WHEREAS, LLC desires to enter into an agreement in order to provide for the

maintenance, repair and upkeep of the aforesaid 50' wide right-of-way insofar as is necessary to access the real property of the LLC.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, LLC agrees as follows:

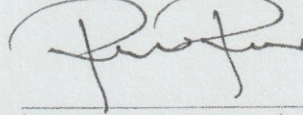
1. To maintain the road in its present condition and to pay for any expenses to repair or maintain the road, provided such maintenance and expense is necessary for vehicular access to the property described herein.

2. If LLC or future owners, or their guests or invitees shall damage the right-of-way, they shall repair it at their own expense .

3. The road is for the perpetual use of LLC and others, and the covenants set forth herein shall run with the land and shall be binding upon LLC's successors and assigns and any future owners and their heirs, successors and assigns.

WITNESS the following signature and seal:

Indian Valley Partners, LLC



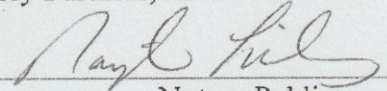
(SEAL)

Rick Rauch, Managing Manger

State of Texas,
City/County of Galveston, to wit:

The foregoing instrument was acknowledged before me this 30 day of October 2023 by Rick Rauch, Managing Member of Indian Valley Partners, LLC.

My commission expires: 11-15-2025



Notary Public

Notary ID: 133447322

