

whose name(s) are signed in the foregoing writing, bearing date the 12th day of June, 1996, has acknowledged the same before me in my jurisdiction aforsaid.

GIVEN under my hand and seal this 12th day of June, 1996.

(Space Below This Line Reserved For Lender and Recorder) _____
Notary Public

INSTRUMENT #1227
RECORDED IN THE CLERK'S OFFICE OF
PATRICK COUNTY ON
JUNE 12, 1996 AT 03:50PM
SUSAN C. GRAY, CLERK

BY: Susan C. Gray CLERK

Ver. & (1228)

Del:

Richard DATED: JUNE 7, 1996

R. ROGERS,

Jr.

Timberline Corporation, a Delaware corporation, D/B/A Timberline Corporation of Virginia, in Virginia, is hereby referred to in this document as the "grantor".

6/20/96

TROUT RUN

The Reservation and Restrictive Covenants in this document are to run with the land and shall be binding upon all parties and all persons owning lots in Trout Run, as below-described, or claiming under them.

Invalidation of any of the following Reservations and Restrictive Covenants by judgment of Court Order shall not affect any of the other provisions, which shall remain in full force and effect. The failure to enforce any of the Reservations and Restrictive Covenants at the time of violation shall not be deemed a waiver to enforce the Covenant.

1. PROPERTIES SUBJECT: The Restrictive Covenants are applicable to the following described property located in the Smith River Magisterial District of Patrick County, Virginia:

See Plat
Cabinet 1
Slides
118G &
118H

Lots No. 1 through 47, inclusive, of Trout Run, as more fully shown on the certain plat prepared by Berkley, Howell & Associates, P.C., dated May 30, 1996, and recorded in the Clerk's Office of the Circuit Court of Patrick County, Virginia, together with this document in the Current Plat Cabinet.

AND BEING the same real estate conveyed to Timberline Corporation of Virginia, by deed dated June 7, 1996, recorded in the aforesaid Clerk's Office on June 7, 1996, in the Current Deed Book.

2. PROPERTY OWNERS ASSOCIATION AND ROAD MAINTENANCE: Upon the sale of 75% of the total lots within Trout Run, referred to in this document as the subdivision, or at any time prior thereto at the discretion of the Grantor, all rights and responsibilities contained and reserved in this document will be delegated by the Grantor to a non-profit Trout Run Property Owners Association, to be called "The Trout Run Property Owners Association, Inc." referred to in this document as the "Association".

A. Every person or entity, who is a record owner of Lots 1 through 47 inclusive, in the subdivision shall be a member of the Association, and shall be entitled to one (1) vote for each lot owned, except the Grantor which shall be entitled to two (2) votes for each lot owned.

Although non-association members, tenants and leasees of owners acquire, by virtue of their residence within the subdivision, responsibilities of upkeep and maintenance and a duty to refrain from maintaining any violation of these Restrictive Covenants.

B. The roadways and rights-of-way constructed throughout the subdivision are for the in common of the Grantor, lot owners and respective heirs, successors and assigns. This dedication shall not inhibit convenient use of the Subdivision roadways.

C. (1) The Association shall maintain the rights-of-way and roads within the Subdivision, and shall assess each lot from 1 through 47 inclusive, on a pro rata basis, amounts necessary for the improvements maintenance of said rights-of-way, not to exceed \$100.00 per lot annually. The road fee shall be \$100.00 per year until otherwise established by the Association. Grantor shall be exempt from any and all assessments.

(2) All maintenance and upkeep of the private road fronting Lots 1 through 47 inclusive, including snow removal, will be done on the basis of competitive bids and only as required on demand of one or more of the property owners serviced by the private road. No work will be undertaken where projected costs exceed \$500.00 until the consent of 75% of owners of Lots 1 through 47 inclusive, is obtained.

(3) Upkeep and maintenance will be limited to that required by virtue of erosion and ordinary wear to the road surface unless otherwise agreed to by all owners of Lots 1 through 47, inclusive.

D. Any assessments, together with interest and costs, shall be a lien upon the lot against which assessment is made. The Association shall have the right to file among the land records of Patrick County, Virginia, a duly executed and acknowledged Notice of Lien with respect to each lot and its owner for which any assessment

remains unpaid. However, said assessment shall be a lien whether or not filed in said courthouse.

E. All property owners agree to attend a meeting of property owners, convened after at least one month's written notice, at which time an individual or individuals will be elected officers of the Association.

F. No money shall be collected until the Association has held its first meeting and an officer or officers are elected to collect such funds.

G. If it is decided by the Association that the annual maintenance fee needs to be increased or decreased, it shall be done only by an affirmative vote consisting of 75% of property owners of Lots 1 through 47, inclusive.

H. Each property owner shall be responsible for repair or any damage to roads in the Subdivision, resulting from the willful or negligent acts of himself or his agents, servants or employees. Each property

owner agrees to perform any such repairs at his or her own expense within a reasonable time, but not in excess of thirty (30) days after violation.

- I. All property owners agree to install driveways and drainage pipe to the state or county department of highways and transportation specifications.

3. EASEMENTS

- A. The lots in this project are subject to utility easements for the purpose of bringing public service to the land being developed. They are also subject to road and drainage easements as shown on the recorded plat.

- B. Grantor reserves unto itself, successors and assigns, the right to erect and maintain all utility and electric lines, or to grant easements of rights-of-way therefore, with the right of ingress and egress for the purpose of installing or maintaining same.

4. USE: The real estate herein described shall be used for residential, recreational and agricultural purposes only. Horses and livestock are allowed within the subdivision. Poultry and swine are not allowed within the subdivision.

5. NUISANCE

- A. No noxious or offensive trade activity shall be carried on or upon any tract, nor shall anything be done thereon which may cause an annoyance or nuisance to the neighborhood; further, activities on or the use of any said lot shall not pollute, cause waste to, or adversely affect other tract owners enjoyment.

- B. No junked or unsightly vehicles of any type or description or outbuildings may be left on said lots.

6. CAMPING: Camping is permitted in professionally manufactured equipment only, said equipment may be placed on tract for a period not to exceed eleven (11) consecutive months. Permanent residence therein is strictly forbidden.

7. RESERVATIONS

- A. Grantor expressly reserves the right to impose violation of any of the provisions hereof, it shall be lawful for any other person or persons in owning any real estate situated in equity against the person or persons in violation or threatening to violate any such covenant, either to prevent or enjoin such violations or to recover damages or other dues for such violation.

- B. Grantor reserves the right to amend, delete, or add to these covenants and restrictions on an individual basis pursuant to individual Purchaser requests and requirements. Such amendments in accordance with this section will be accomplished by specific language in the individuals deeds of supplementing these covenants and restrictions by separate recorded instrument.

8. COVENANTS: Manufactured Housing; (1) Single-wide mobile homes will not be allowed. (2) Double-wide mobile homes and modular homes are permissible, but, must be in sound livable condition with all doors, windows and roof coverings in place. Double-wide mobile homes must be skirted and underpinned within thirty (30) days of placement on lot.

The Grantor warrants and covenants that this conveyance is entered into and executed pursuant to resolution duly adopted by its board of Directors which has authorized its President to sign this instrument on behalf of the corporation.

WITNESS the following signature and seal:

TIMBERLINE CORPORATION OF VIRGINIA

BY: *William N. Atkins*
President

STATE OF Virginia
TO-WIT:
OFF/COUNTY OF Patrick

The foregoing instrument was acknowledged before me this 7th day of June, 1996, by William N. Atkins, a President and duly authorized officer of Timberline Corporation of Virginia.

My Commission Expires: 9-30-99
Sherry C. Juergen
Notary Public

INSTRUMENT #1226
RECORDED IN THE CLERK'S OFFICE OF
PATRICK COUNTY ON
JUNE 12, 1996 AT 04:26PM
SUSAN C. GRAY, CLERK

BY: *Susan C. Gray*, ~~DEPUTY~~ CLERK

(1226) || ADVANCE 7 04:26PM