

0402681

**PATRICK COUNTY FARMS SUBDIVISION ROAD MAINTENANCE
AGREEMENT**

DATED: March 20, 2003

Bobby C. Taylor, Henry C. Wall, Sr., and Vicki B. Whitlow, a VA partnership is hereby referred to in this document as "Grantor."

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 tracts in the Patrick County Farms Subdivision with the exception of the tracts located on the state maintained roads, Egg Farm Road and Halsey Farm Road.

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

AND BEING a portion of the same real estate conveyed to Bobby C. Taylor, Henry C. Wall, Sr., and Vicki B. Whitlow, by deed dated

2. PROPERTY OWNERS ASSOCIATION AND ROAD MAINTENANCE: Upon sale of the first tract of Patrick County Farms Subdivision, all rights and responsibilities contained and reserved in this document will be delegated by the Grantor to a non-profit, non-stock Property Owners Association, to be called "PATRICK COUNTY FARMS PROPERTY OWNERS ASSOCIATION" and referred to in this document as the "Association".

- A. Every person or entity, who is a record owner of Tracts 1-80, inclusive, in the subdivision shall be a member of the Association, and shall be entitled to one (1) vote for each tract owned, except the Grantor which shall be entitled to two (2) votes for each tract owned. Tracts 1-80 inclusive, shall have voting rights on all matters except those concerning roadways within the subdivision. Although non-association members, tenants and lessees 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

9/20/04 To: Robert Haley
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of these Restrictive Covenants.

- B. The roadways and right-of-ways constructed throughout the subdivision are for the use in common of the Grantor, tract owners and their respective heirs, successors and assigns. This dedication shall not inhibit convenient use of the Subdivision's road.
- C.
 - (1) The Association shall maintain the right-of-way and road within the Subdivision and shall assess each tract inclusive, on a pro rata basis, amounts necessary for the improvement and maintenance of said right-of-way road. Grantor shall be exempt from any and all assessments.
 - (2) No roadwork will be undertaken where projected costs will exceed \$500.00 until consent of 75% of owners 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 the tracts.
- D. Any assessments, together with interest and costs, shall be a lien upon the tract against which such assessment is made. The Association shall have the right to file among the land records of Patrick County, Virginia, a duly executed and acknowledge Notice of Lien with respect to each tract for which the assessment remains unpaid unless the tract is being financed by the Grantor. In that case, a duly executed and acknowledged Notice of Lien may be given to the Grantor and the monies shall be paid before a deed will be prepared for the owner.
- 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. Each property owner shall be responsible for repair or any damage to

the road 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 to exceed thirty (30) days after written notice of such damages have been sent to the property owner from the Grantor or the Association.

- H. 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 tracts 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 or rights-of-ways 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.

5. RESERVATIONS: 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 violation or to recover damages or other dues for such violation.

6. STATE MAINTENANCE OF ROADWAYS: Grantee understands and acknowledges that said roadways are private and must be brought to State specifications and paved by the Owners of Said Tract in order for roadways to be put into the State Highway system. Due to the sales price of each tract, Bobby C. Taylor, Henry C. Wall, Sr., and Vicki B. Whitlow will not be responsible for paving roadways of Patrick County Farms.

7. 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 or by supplementing these covenants and restrictions by separate recorded instrument.

THE GRANTOR warrants and covenants that this conveyance is entered into and executed pursuant to resolution duly adopted by its owners which have signed this instrument below.

WITNESS the following signatures and seals:

Anna L Eastwood
Linda P. Eastwood
Henry C. Eastwood
8-7-04

Bobby C Taylor (SEAL)
Bobby C. Taylor

Henry C. Wall, Sr. (SEAL)
Henry C. Wall, Sr.

Vicki B Whitlow (SEAL)
Vicki B. Whitlow

State of Virginia

City/County of Henry

The foregoing instrument was acknowledged before me this 4th day of August, ~~2003~~, by Bobby C. Taylor, Henry C. Wall, Sr. And Vicki B. Whitlow, Grantors.
2004

Jane C. Newman
Notary Public

My commission expires: April 30, 2007

~~RECORDED IN THE CLERK'S OFFICE OF~~
~~PATRICK COUNTY OH~~
~~SEPTEMBER 20, 2004 AT 03:30PM~~
~~SUSAN C. GASPERINI, CLERK~~

~~RECORDED BY: TSC~~

~~FOR DEPOSIT ONLY~~
~~PATRICK COUNTY CIRCUIT CT~~
~~RCPT : 04000005852~~
~~CASE : 141CLR040002681~~

INSTRUMENT #040002681
RECORDED IN THE CLERK'S OFFICE OF
PATRICK COUNTY OH
SEPTEMBER 20, 2004 AT 03:42PM
SUSAN C. GASPERINI, CLERK

RECORDED BY: TSG